

# **Gig Harbor City Council Meeting**

**May 29, 2007  
6:00 p.m.**



**AMENDED AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
May 29, 2007 - 6:00 p.m.  
(on Tuesday due to holiday)**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**SWEARING IN CEREMONY:** Reserve Officer Ed Santana

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of May 14, 2007.
2. Resolution – Surplus Equipment.
3. Appointment to Design Review Board.
4. eCityGov Alliance-MyBuildingPermint.com Subscription Agreement.
5. 2007 Pavement Markings Contract.
6. Storm Water Facilities Maintenance and Restrictive Covenant Agreement.
7. Eddon Boat Remediation Project-EPA Brownfields Grant Administration Contract Amendment.
8. Liquor License Application – In Lieu of Current – Tides Tavern.
9. Approval of Payment of Bills for May 29, 2007:  
Checks #53696 through #53842 in the amount of \$454,857.60.

**PRESENTATION:** Dept. of Ecology – Presentation of 2006 “Outstanding Wastewater Treatment Plant” Award.

**OLD BUSINESS:**

1. Pierce Transit Presentation.
2. Second Reading of Ordinance – Ordinance Passing Procedures.
3. Second Reading of Ordinance – Parks Commission Meeting Date.
4. Second Reading of Ordinance – Traffic Concurrency Transfer.
5. Amendment to Master Fee Resolution.

**NEW BUSINESS:**

1. Public Hearing and First Reading of Ordinance – Butler Drive Street Vacation.
2. First Reading of Ordinance-Clarifying the Effect of a Transportation Capacity Reservation Certificate (CRC),and the Definition of an “Owner”, along with the Definition of “Capacity”  
~~Allowing the Transfer of Reserved Capacity from One Parcel to Another.~~
3. Lodging Tax Advisory Board – Skansie Brothers’ House Recommendation.
4. Maritime Pier.
5. Concurrency Management Program – Consultant Services Contract.

**STAFF REPORT:**

1. Gig Harbor Police Department - April Report.

**PUBLIC COMMENT:**

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

1. Remove from table: Naming of Estuary Park for consideration at the June 11, 2007 Council meeting
2. Minutes from the Operations & Public Projects Committee, May 7, 2007.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. GH North Traffic Options Committee – Wednesday, May 30th, at 9:00 a.m. in Community Rooms A & B.
2. EPA Brownfields Grant Award Media Event – Eddon Boatyard, June 4<sup>th</sup>. Time to be announced.
3. Community Coffee Event – Tuesday, June 12<sup>th</sup> at 6:30 p.m. at the Civic Center.
4. Operations and Public Projects Committee – Thursday, June 21<sup>st</sup> at 3:00 p.m. in the Engineering/Ops Conference Room.

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF MAY 14, 2007

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

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

**PLEDGE OF ALLEGIANCE:**

### **CONSENT AGENDA:**

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

1. Approval of the Minutes of the City Council Meeting of April 23, 2007.
2. Correspondence / Proclamations: a) Proclamation - Tourism Month b) Proclamation – Kinship Caregiver Day.
3. 45<sup>th</sup> Avenue & Briarwood Pedestrian Improvements Phase 2 – Bid Award.
4. 45<sup>th</sup> Avenue & Briarwood Pedestrian Improvements Phase 2 – Materials Testing Contract.
5. On-Call Development Review - Consultant Services Contract.
6. Resolution – In-car Video Camera Purchase - Sole Source Designation.
7. Sanitary Sewer and Stormwater Facilities Easement and Maintenance Agreements.
8. Liquor License Application: Harbor Greens.
9. Liquor License Assumption: Hy lu Hee Hee.
10. Liquor License Renewals: Target; Puerto Vallarta; Round Table Pizza.
11. Liquor License Application in Lieu of Current: Brix 25 Restaurant.
12. Approval of Payment of Bills for May 14, 2007:  
Checks #53536 through #53695 in the amount of \$550,058.57.
13. Approval of Payment of Payroll for April:  
Checks #4650 through #4679 and direct deposit entries in the amount of \$291,754.86.

Mayor Hunter announced that items number three and four should not have reference to 45<sup>th</sup> Avenue as it was not included in the contract.

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

### **OLD BUSINESS:**

1. Second Reading of Ordinance – RB-1 Text Amendment. Jennifer Kester, Senior Planner, presented the background on this ordinance that would allow multiple buildings up to 5,000 square feet on lots zoned RB-1.

Councilmember Franich repeated what he said at the last meeting that it was inappropriate to move forward on this amendment until it was determined whether or not the RB-1 parcels are correctly zoned.

**MOTION:** Move to adopt Ordinance No. 1083.  
**Payne / Young** – five voted in favor. Councilmembers Franich and Dick voted no.

Mayor Hunter was asked to recognize two people in the audience who were present to speak on the proclamation for Tourism Week; item number two on the Consent Agenda.

Tracey Nelson – Tacoma Convention and Visitor Bureau. Ms. Nelson said that they appreciate their relationship with Gig Harbor as partners in destination marketing. She thanked Council for the recognition of Tourism Week, and gave a brief explanation of several of the benefits of tourism.

Randy Fortier – General Manager of the Inn at Gig Harbor. On behalf of the 50 employees of the Inn at Gig Harbor, others in the hospitality related industries and marketers; Mr. Fortier thanked Council for the proclamation that recognizes the importance of tourism to this community. He thanked them in advance for continued support in selling this as a destination.

2. Second Reading of Three Ordinances – Adopting Text Amendments Recommended in Phase 1a of the Design Review Process Improvements Initiative (ZONE 07-0016, 07-0017 and 07-0018). Jennifer Kester presented three ordinances that will adopt recommendations from Phase 1a of the Design Review Process Improvement Initiative. She described the three ordinances and asked for separate motions for each. Ms. Kester said that she could make specific note for the Planning Commission to look at the language regarding tree-topping as part of their tree-retention standards.

**MOTION:** Move to adopt Ordinance No. 1084 Amending Noticing Requirements for the DRB Meetings.  
**Young / Payne** – unanimously approved.

**MOTION:** Move to adopt Ordinance No. 1085, Single-family and duplex dwelling setback requirements.  
**Young / Payne** – unanimously approved.

**MOTION:** Move to adopt Ordinance No. 1086 Amending Landscaping Requirements.  
**Young / Payne** – unanimously approved.

3. Second Reading of Ordinance – Grease Interceptor/Trap Rules and Regulations. Darrell Winans, Wastewater Treatment Plant Supervisor, explained that concerns expressed at the last meeting have been addressed in this ordinance and offered to answer questions.

**MOTION:** Move to adopt Ordinance No. 1087 as presented.  
**Young / Conan** – unanimously approved.

Mr. Winans thanked Dave Brereton, John Vodopich, Carol Morris and other WWTP staff members for their assistance in getting this adopted.

## **NEW BUSINESS:**

1. Pierce Transit Park & Ride and Walking Bridge Report. Mayor Hunter invited members of Pierce Transit to present their information.

Tamara Jenkins – Principal Planner for Pierce Transit. Ms. Jenkins explained that Pierce Transit would like to share their project plans and to get feedback about the design. She thanked John Vodopich, Steve Misiurak, Emily Appleton, and Matthew Keough for their support relating to this project. She then gave a brief project overview using a PowerPoint Presentation to illustrate both the location and the designs for the proposed Netshed and Schooner concepts.

Councilmember Kadzik thanked Ms. Jenkins, adding that he understands that the request for feedback is a courtesy, and that Pierce Transit has no mandate to come to the city at all. He explained that he put together his own PowerPoint Presentation for the purpose of opening dialogue and for illustration. He mentioned that a pedestrian bridge would compete with the view of the Olympic Mountains on a clear day.

Councilmember Dick asked if the placement of the walking bridge would preclude a future Hunt Street crossing and if the right-of-way for Hunt Street had been vacated. Councilmember Young mentioned that the Hunt Street Crossing had been removed from the Six-Year Transportation Improvement Plan.

Ms. Jenkins explained that the placement of the bridge had originally been further north, but talks with Peninsula Lutheran Church and WSDOT resulted in the relocation. She said that city staff told them that the Hunt Street Crossing had been removed from the transportation plan and replaced with the pedestrian crossing. She said that they are currently working with Planning and Engineering on what would be needed at the end of Hunt Street to facilitate the project which may be a potential street vacation.

Councilmember Franich said he questions the wisdom of the location of this project. He said that the Purdy Drive on-ramp is a busy area with an existing park-n-ride lot and affordable, available property, but this site was chosen. He stressed that the least obtrusive design would be best.

Ms. Jenkins offered more information on the cost of the project per stall and deferred the question of placement of the project to John Hubbard.

John Hubbard – Construction Project Manager. Mr. Hubbard explained that the entire corridor was studied for options large enough to accommodate the number of required parking spaces. This site was best because the facility feeds from both sides with existing parking spaces and a lot of access. He referred to the concept as “a string of pearls” meaning that this is likely the first of several along this corridor. He mentioned that they sought development partners that could make use of the parking spaces during off-hours, but were not successful. He further explained that this site and design allows more efficiency by avoiding delays in exiting the freeway, around to the Kimball

Drive site, and then back onto the freeway. He said that another challenge is working with the center location of the HOV lanes. One option considered is called a “Texas-T” where the HOV lanes bridge up and across to an off-site transit center. He said that the pedestrian bridge is a less expensive and a more convenient option.

Councilmember Franich asked what the response from the Design Review Board on the design. Mr. Hubbard responded that they were not excited about the tent structure and asked for something less obvious. That is why they came up with an alternative with cues from the community. When presented to the community, there has been a balanced response. He said that they envisioned the project to be a gateway to Gig Harbor and that is why it needed something with some character. He said that they are here to find out what direction the Council would like to send them.

Councilmember Franich then asked if any thought had been given to an uncovered walkway. Mr. Hubbard showed uncovered examples that are less expensive and less attractive, adding that they wanted weather protection for their passengers.

Jim Pasin – 3212 50<sup>th</sup> St. Ct. Mr. Pasin said that he is speaking as a private citizen, not as a member of the Design Review Board. He voiced concerns with the buffering of the parking lot from the adjacent residential area and for the Highway 16 Corridor. He explained that we have been trying to protect the enhanced corridor and this project will reduce the buffering even further. He then said that the Hunt Street Crossing is critical and the city would be foolhardy to allow a project that precludes that from every happening. Mr. Pasin then voiced concern that when the project isn’t built correctly, future widening of Highway 16 will be problematic. He continued to say that the city has lost two car dealerships because they were not allowed to remodel due to signage and buffering rules, but yet, now we are allowing a 500-car parking lot to be constructed. He said that Council needs to have discussions with Pierce Transit about these concerns. He thanked Councilmember Kadzik for an e-mail that had been written.

Steve Lynn – Co-owner of Water to Wine. Mr. Lynn said that he frequents the Denver International Airport where he has seen what has been nicknamed “The Circus” and does not resemble the intended interpretation of snow covered mountains. He said that the proposed sails on the pedestrian crossing are really huge structures and out of context without water. The same is true of the netshed concept, which is too large and resembles garages. He said that from an aesthetic standpoint, either example is undesirable, adding that the example from Bothell is more utilitarian, but less intrusive. He recommended something less obvious.

Harris Atkins – 3131 AnnMarie Court. Mr. Atkins thanked Pierce Transit for their efforts to work with the city and to create a project that is compatible. He voiced two concerns; the first is when an attempt to compliment or embellish the characteristics of a community goes too far and it takes on a Disneyland approach. He said that he prefers a simpler approach that utilizes color and material to be compatible with the community. He said that his second concern is the location. There is no direct access to either interchange and will result in increased traffic in established communities. He said that if

most of the ridership comes from further up north on Highway 16, it would make more sense to locate it closer to an interchange further north.

Rick Gagliano – no address given. Mr. Gagliano said that he too is speaking as a private citizen, and not as a member of the Design Review Board. He said that he heard a comment from a fellow DRB member that this is a “big city project.” He responded to the comment from Pierce Transit on this project being one of a “string of pearls” saying that this first decision is extremely important. He stressed that a theme concept is very risky but the utilitarian concept is potentially boring. Mr. Gagliano agreed that the theme concept is too far away from the water to connect. He suggested carrying over the existing architecture in the Park and Ride to the project. He also suggested bringing plants up into the structure as a potential to bring green across the skywalk. If this concept doesn’t capture what is desired, then because it is such an important project, he recommended a design competition to solicit ideas from other sources.

Nick Mullen – 9310 Driftwood Cove NW. Mr. Mullen said that he agreed that the designs are too intrusive. He said that his primary concern is the Hunt Street Overpass. He said that there are traffic issues that need to be resolved and he is concerned that this project would stop the city from this crossing. This should be considered before moving forward.

Mayor Hunter said that Council needs to review the Hunt Street Corridor issue due to the traffic problems. He said that giving up the ability to construct a crossing would be a mistake.

Councilmember Young explained that this project was removed from the plan because it couldn’t be constructed within the six-year window. He said that at some point, there will have to be a crossing at this location, most probably an underpass, and some of the pedestrian overpass equipment may interfere with this. He said that he would not support a vacation of Hunt Street. He thanked everyone for their comments, adding that he too prefers a more understated approach. He voiced appreciation for the effort made by Pierce Transit. He said that trying to mimic what already exists in the harbor takes on a different feel and suggested a more utilitarian approach with vegetation in order to be more acceptable and to save money.

Councilmember Payne thanked Councilmember Kadzik for raising the issue. He also thanked Pierce Transit for being community-friendly on this project. He voiced concern that Councilmembers didn’t realize that this would preclude the Hunt Street Crossing, stating that we need to be responsible well in advance of this type of presentation. He said that he appreciates the comments from members of the Design Review Board, speaking under their own accord, and agreed that a more simplistic design is preferred. He asked Council to consider how an overpass over Hunt Street would relieve traffic concerns. He said that he isn’t sure he sees that.



Councilmember Ekberg also thanked Pierce Transit. He said that due to topography, a crossing at Hunt would be an underpass rather than an overpass. He said he would rather see the pedestrian walkway move further north and agreed that screening is extremely important. He said that he agrees with the idea of carrying over the architecture from the existing Park and Ride, and adding vegetation rather than just constructing a concrete, utilitarian crossing. He continued to say he supports the inline station, as it makes sense for future bus use.

Councilmember Dick admitted that he didn't recognize the location and that the buttresses would be in the middle of the Hunt Street Crossing which is vital because it is one of the few places that there is a street on either side of Highway 16 that could become a throughway. He suggested a more northerly location for the pedestrian walkway. Councilmember Dick explained that he uses the bus system several times a week, and the central station will dramatically improve the service. He said that it is a great opportunity and will take the load off the backups. He said that he appreciates Pierce Transit's effort, adding that he too prefers a less dramatic visual appearance.

Councilmember Franich asked about a timeline. Mr. Hubbard responded that these comments may have affected the timeline a bit. He said that he appreciates the time taken on this issue tonight. He explained that the buffers do not show up on the drawing, but have been addressed per the Design Review Board's direction. Additional buffering may also be added on the Kimball Drive side. Mr. Hubbard stressed that Pierce Transit was encouraged to locate the project at the Hunt Street location by the previous Mayor and City Administrator because the city could never afford a vehicle crossing at this site. He said that he hears a different direction now. He said that they hoped to have the project ready for use in 2009. They will go back to the drawing board and do some rework.

Councilmembers apologized that this had never come to them prior to now, or they would have voiced their concerns previously. Councilmember Franich said that there was a letter from Mayor Wilbert on the Consent Agenda several years ago.

Mayor Hunter said that staff will continue to communicate with Pierce Transit, and recommendations will be brought to the Operations Committee.

2. First Reading of Ordinance - Ordinance Passing Procedures. Carol Morris, City Attorney, presented the background on this ordinance that would allow Council to adopt an ordinance on its introduction without going through the emergency adoption procedure. She said that the ordinance also describes the statutory procedure to amend development regulations or a comprehensive plan at Council's request.

Councilmember discussed when this ordinance would be appropriate. Ms. Morris was directed to add "site specific rezones." This will return at the next meeting for a second reading.

3. First Reading of Ordinance – Parks Commission Meeting Date. Rob Karlinsey, City Administrator, explained that when the Parks Commission was established by code, it included meeting times and dates of twice a year. This is a housekeeping ordinance that allows these meeting dates to be set by resolution. He added that the resolution will be considered later in the agenda. This will return for a second reading at the next meeting.

4. Public Hearing and First Reading of Ordinance – Traffic Concurrency Transfer. Steve Misiurak, City Engineer, presented the background on this ordinance that allows transfer of trips from one property to another. He pointed out that there is a provision that the sending property may transfer trips one time only and are limited to a maximum of 25 trips. It was explained that this allows a conservative approach to this process until any ripple effects could be determined.

Councilmembers asked for clarification of both versions of the ordinance, Alternate A and B. Mayor Hunter opened the public hearing at 7:22 p.m.

Ray Schuller – 1051 Pacific Avenue, Tacoma, WA. Mr. Schuller, Chairman of the Board, Boys & Girls Clubs of South Puget Sound, said that they would like to build a club here, and this ordinance should serve the purpose. He explained that the problem with Alternate B is that they don't own the site, but they have a 50-year lease. He spoke to Alternate A, and recommended adoption of this ordinance as soon as possible to allow them to move forward.

Jennifer Kilmer – 4218 Harborview Drive. Ms. Kilmer, representing the Gig Harbor Peninsula Historical Society, expressed her appreciation for the effort to find creative solutions to the traffic challenges in Gig Harbor North and how it impacts some of the large projects going on. She urged Council to adopt one of the ordinances as it would provide a significant boost to the Harbor History Museum project. She gave an overview of the traffic analysis as a result of their project, adding that if the transfer is allowed, it would result in a net reduction of six P.M. trips in the same corridor. She further explained that this would allow them to sell the property on Burnham Drive, resulting in a two million dollar boost to the capital project for the History Museum. She stressed that the timing of the passage of the ordinance is critical for the sale of the property and to allow them to move forward with the scheduled groundbreaking on July 13<sup>th</sup>.

Bud Wagner – 4204 27<sup>th</sup> Ave NW. Mr. Wagner, Vice-president of Marketing for Franciscan Health System, referred to the letter from Laure Nichols regarding the amendment to the code allowing the sale of transportation capacity reservation certificates. He gave an overview of the letter, stressing that FHS is an avid supporter of the Boys and Girls Clubs as well as the Historical Society. He said that they look forward to improved services for area youth as well as senior citizens. They applaud the City Administration and Council for providing this type of leadership and creative problem-solving to keep this project moving forward. He said that Saint Anthony's will help to address the unmet needs of the growing community and contribute to the quality

of life on the Peninsula. He requested that any developer be required to participate in traffic mitigation that may be appropriate beyond those associated with the traffic certificates that they have purchased. They should be required to pay their fair share towards traffic problems that exist today regardless of when they purchased their certificates and any mitigation attached.

Councilmember Franich asked for clarification on language in the letter submitted by Ms. Nichols regarding CRCs. John Vodopich responded that he thinks that they are referring to the Olympic Property Group's excess capacity associated with the Harbor Hill Plat. This ordinance would allow a property owner to transfer or sell capacity to another so that they could begin the process. Franciscan Health Systems is suggesting that even though the traffic certificates were issued prior to 2005, the developer should still be required to pay a prorated share of interim improvements that the hospital is being required to pay. Mr. Vodopich said that through the land use or SEPA process, additional traffic mitigation could be imposed. He added that in the development agreement for Gig Harbor Estates this amounts to approximately \$16,000 per lot.

Carl Geist – 3709 Picnic Point. Mr. Geist, Co-chair of the Campaign for the Boys and Girls Club in Gig Harbor, said that they have been planning for this for five years. The city has participated and encouraged this project, added a senior center to the club, and appropriated money to support the club. No one could have foreseen the issue of the club creating 12-13 peak hour trips. He said that they would like to move forward, Alternate A would provide a solution, and asked Council to adopt the ordinance as quickly as possible.

The public hearing was closed at 7:35 p.m.

After discussion, Staff was asked to bring both versions back for the second reading.

5. Public Hearing and Resolution – Development Agreement / Gig Harbor Estates. Steve Misiurak presented this agreement that specifies the methodology and timing sequence for the Developer to pay a fair pro rata share towards the transportation improvements located at the Borgen/Canterwood Boulevard/SR 16 Interchange.

Mayor Hunter opened the public hearing at 7:37 p.m. No one came forward to speak and the public hearing closed at 7:37 p.m.

**MOTION:** Adopt Resolution No. 710 authorizing the Mayor to approve the Supplemental Development Agreement by and between the City of Gig Harbor and Harbor Estates LLC for the Gig Harbor Estates Development.  
**Payne / Kadzik** – unanimously approved.

6. Master Fee Resolution. Mayor Hunter said that there had been additions to the fee schedule to add copying costs: 8-1/2 x 11 black and white would be .15 each and 8-1/2 x 11 in color would be .25.

John Vodopich explained that the land-use planning fees had not been updated since 1998. The City Attorney recommended one comprehensive fee schedule that could be updated on a regular basis. The schedule has been presented to both Operations and Public Project and the Planning and Building Committees. He said that there is an 11x17 sheet in the packet that compares the existing fees with the proposed increase, as well as what other jurisdictions are charging.

Councilmember Conan recommended keeping on top of updates to the schedule. He voiced concern that a conditional use permit jumped from \$450 to \$3000. He said that he would like to see a scale in which it would be a lower amount for a tenant improvement, small projects, and accessory dwelling units. This would be better for a small business and would take less staff time.

Mr. Vodopich offered options: one based on total project cost and the other to break it down similar to residential levels. Councilmember Kadzik agreed that there are several conditional uses that do not justify a \$3000 fee.

Councilmember Young asked if Accessory Dwelling Units could be exempted from building permit fees. Mr. Vodopich suggested Single-family Residential and Accessory Dwelling Units = \$500; Existing Business = \$1000; New Businesses = \$3000. Councilmember agreed to these fees.

Councilmember Dick asked why copy services are included. Ms. Morris explained that these are documents that are requested regularly at the counter and it is helpful to have the information in one place. She said that these fees also exist in a separate resolution that meets the public records requirements. She said that we could ensure that the fees are the same in both.

Councilmember Franich asked about the increase in sign variances. Mr. Vodopich responded that it correlates with both staff time and Hearing Examiner time. He continued to explained that a conscious decision was made to keep appeal and reconsideration fees low to avoid discouraging people from filing. He said that this fee resolution could be estimated to result in an additional \$300,000 in revenue for the fiscal year, adding that it is difficult to ascertain parity.

Councilmember Payne asked about the process to determine the fees. Mr. Vodopich gave an overview for how the fees were established by considering the cost of the Hearing Examiner contract, advertising costs, and staff time. As the permit tracking software develops a history, it will help us to compare data to update the fee schedule. This will be done by the Community Development Director on an annual basis.

Councilmember Kadzik recommended that this become an annual agenda item at the beginning of each year.

**MOTION:** Move to adopt Resolution No. 711 with the copying charges recommended by staff.  
**Ekberg / Young –**

**MOTION:** Move to amend the fees for a Conditional Use Permit to: Single-family Residential and Accessory Dwelling Units = \$500; Existing Business = \$1000; New Businesses = \$3000.  
**Conan / Payne -** unanimously approved.

**MAIN MOTION:** Move to adopt Resolution No. 711 with the copying charges recommended by staff.  
**Ekberg / Young –** unanimously approved.

7. Public Works Trust Fund Agreement. Steve Misiurak presented this agreement for authorization for pre-construction loan money for engineering for the Wastewater Treatment Plant Improvements and Outfall Extension projects. He noted the low interest on the loan, adding that they have also applied for construction loans and should rate high on the approval list.

**MOTION:** Move to approve the loan agreement as presented.  
**Young / Conan –** unanimously approved.

8. Resolution - Claims Agent. Carol Morris explained that the state legislature changed the procedure for receiving damage claims for tort actions. This resolution identifies the person to receive damage claims.

**MOTION:** Move to adopt Resolution No. 712 as presented.  
**Young / Conan –** unanimously approved.

9. Resolution - Public Noticing Resolution. Ms. Morris then presented this resolution that establishes the procedure to notify the public of upcoming City Council, Committee, Board and Commission meetings.

Councilmember Dick asked if any distinction was being made between regular and special meetings. Ms. Morris explained that special meetings were not addressed because state law addresses these requirements in the Open Public Meetings Act. That way we will always refer to the latest RCW rather than an outdated resolution. This resolution does not provide for special meetings. She explained that RCW 35.12.160 only requires the city to establish a procedure for notifying the public of upcoming hearings and preliminary agendas. State law doesn't require any particular procedure, only the establishment of a process. She offered to insert language to specify that this procedure doesn't apply to special meetings.

**MOTION:** Move to adopt Resolution No. 713 as presented.  
**Young / Conan** – six voted in favor. Councilmember Dick voted no.

10. Resolution - Establishing Meeting Dates for Council Committees, Boards, and Commissions. Rob Karlinsey explained that the city is required by the Open Public Meetings Act to establish meeting dates for its Council, Committees, Boards and Commissions. The attached resolution established some proposed dates and times that allow some predictability. The City Clerk explained how a cancellation would be noticed.

Councilmember Kadzik stressed the importance of timely notice of cancellations.

**MOTION:** Move to adopt Resolution No. 714 as with Resolution No. 713 inserted in the blank.  
**Young / Conan** – unanimously approved.

11. Proposed Annexation – Burnham/Sehmel. John Vodopich presented this annexation that came before Council back in September. At that time several property owners came forward asking to be included. At Council's direction the area has been expanded out to the Urban Growth Boundary to the West and to the north to include four parcels. The annexation area is now 377 acres, the bulk of which is DOT right-of-way, and with an assessed valuation of over 50 million dollars. He asked Council direction on whether to accept, reject or to modify the boundary of the annexation. He gave an overview of the conditions of the annexation and recommended authorization to circulate the petition to obtain owners' signatures representing 60% of the assessed valuation. Mr. Vodopich referred to a letter from Ms. Doris Brown asking that her property be excluded from the annexation. If this request is granted, the petitioner would have to recraft the legal description for approval by Pierce County.

Walt Smith – 11302 Burnham Drive. Mr. Smith said that in all practicality, the Horizon West subdivision is city property and should be included for taxation purposes.

Nick Mullen – 9310 Driftwood Cove NW. Mr. Mullen explained that he was part of the original annexation proposal two years ago. He voiced concern with the request of the one parcel to be excluded and further delays. He said that time is money.

John Sharp – Horizon West. Mr. Sharp explained that there is 100% backing from the Horizon West Subdivision for inclusion in the annexation.

Councilmember Payne asked for clarification on why three parcels in the northwest corner were not included. Mr. Vodopich responded that the UGA splits these parcels, and this is not allowed by Pierce County. He clarified that notification had been sent to Ms. Brown.

- MOTION:** Move to accept the Notice of Intent to commence annexation and further authorize the circulation of a petition to annex the subject property to the following conditions:
1. The City shall require that the property owner(s) assume all of the existing indebtedness for the area being annexed;
  2. A wetland analysis report must be submitted together with the annexation petition pursuant to Gig Harbor Municipal Code Section 18.08.090; and
  3. The City will require the simultaneous adoption of Public Institutional (PI), Residential and Business (RB-1 & RB-2), General Business (B-2), Employment District (ED), and Single-Family Residential (R-1) zoning for the proposed annexation area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981.
- Young / Ekberg** – unanimously approved.

**STAFF REPORT:**

Westside Park Master Plan. Dave Brereton, Director of Operations, presented the background information on the latest version and conceptual design for the park located on the west side of Gig Harbor.

Councilmember Ekberg thanked the Parks Commission and Staff for a job well done.

**PUBLIC COMMENT:** No one came forward to speak.

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

1. Commercial Dock Report. Mayor Hunter reported that he has an outline and recommendation of what had occurred starting in 1918 that will be forwarded to the Maritime Pier Ad Hoc Committee.
2. Notes from Maritime Pier Committee Meeting with Downtown Merchants.
3. Notes from Maritime Pier Committee Meeting with the Fisherman’s Club.
4. Minutes from the Operations & Public Projects Committee:
  - a) 3/15/07; b) 3/26/07; c) 4/20/07

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Operations and Public Projects Committee – Thursday, May 17<sup>th</sup> at 3:00 p.m. in the Engineering/Ops Conference Room.
2. City Council Meeting on Tuesday, May 29<sup>th</sup> due to Monday Holiday.
3. GH North Traffic Options Committee – Wednesday, May 30<sup>th</sup> at 9:00 a.m. in Community Rooms A & B.

Mayor Hunter announced that the charette with WSDOT Engineers and HDR was successful and they came up with three preferred plans for the BB-16 Interchange. By this fall there should be a recommendation to bring forward.

4. Joint Worksession: City Council / Parks Commission – Monday, May 21<sup>st</sup> at 6:00 p.m. in Community Rooms A & B.
5. Community Coffee Event – Tuesday, June 12<sup>th</sup> at 6:30 p.m. at the Civic Center.

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

**MOTION:** Move to adjourn into Executive Session at 8:30 p.m. for approximately 45 minutes to discuss property acquisition per RCW 42.30.110(1)(c) and potential litigation per RCW 42.30.110(1)(i).  
**Payne / Conan** – unanimously approved.

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

**MOTION:** Move to direct the City Attorney to enforce the code violation on Chinook Avenue.  
**Young / Payne** – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:06 p.m.  
**Conan / Payne** – unanimously approved.

CD recorder utilized:  
Disk #1 Track 1- 28  
Disk #2 Tracks 1- 27

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk





Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Surplus Equipment

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Rob Karlinsey, City Admin.

Adopt the attached Resolution to surplus
Several city-owner copiers.

For Agenda of: May 29, 2007

Exhibits:

Initial & Date

Concurred by Mayor:

CLK 5/23/07

Approved by City Administrator:

ROK 5/22/07

Approved as to form by City Atty:

\_\_\_\_\_

Approved by Finance Director:

\_\_\_\_\_

Approved by Department Head:

ROK 5/22/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

Several of the copiers at the Civic Center are aging. There are repeat service calls and down-time, which results in decreased employee productivity. These machines must be surplusd in order to for them to be eligible for sale and to facilitate replacement.

Two of the less problematic machines will replace the older, high-copy count machines located at the Wastewater Treatment Plant and City Shop and the existing machines at the shop will be surplusd.

FISCAL CONSIDERATION

The State Agency will auction these machines and the city will receive a percentage of whatever they are able to obtain.

Approval for replacement copiers will be coming to Council in the near future.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the attached Resolution surplus these city-owned copiers.

**RESOLUTION NO. 715**

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

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

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

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

To declare as surplus:

EQUIPMENT			SERIAL / ID NUMBER		MODEL INFO.
1	Savin Copy Machine – Planning	1	J0220600691	01077	Savin 2527
2	Savin Copy Machine – Eng/Op	1	J0220600644	01076	Savin 2527
3	Savin Copy Machine – Admin	1	J4325700665	01070	Savin 2575
4	Savin Copy Machine – CD	1	P6020300424	01075	Savin 38CS
5	Savin Fax Machine - Admin	1	A3720700361	01069	Savin 3799
6	Minolta Copy Machine – Shop	1	3112948		EP/6000
7	Copy Machine – WWTP	1	SDGOB-0305-02	01283	HP 7310 All-in one

PASSED ON THIS 29th day of May, 2007.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK: 05/17/07  
PASSED BY THE CITY COUNCIL: 05/29/07  
RESOLUTION NO. 715



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

**Subject:** Appointment of Position on the Design Review Board

**Proposed Council Action:** Authorize Appointment of Kae Patterson as the "historic preservation" representative on the Design Review Board

**Dept. Origin:** Community Development

**Prepared by:** Lita Dawn Stanton, Admin. Asst.  
Historic Preservation Coordinator *LD*

**For Agenda of:** May 29, 2007

**Exhibits:** Letter from Applicant

Initial & Date

**Concurred by Mayor:** CLH 5/24/07  
**Approved by City Administrator:** RJK 5/24/07  
**Approved as to form by City Atty:** NA  
**Approved by Finance Director:** NA  
**Approved by Department Head:** JR 5/22

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

Kae Paterson applied for the Design Review Board member position vacated by Rosanne Sachson last month.

According to the State of Washington Certified Local Governments Program Requirements and Procedures amended in 2002, (C. Commission Membership) "Lay persons appointed by the chief local elected official to the commission may qualify to serve if they have a record of a vocational involvement in historic preservation studies or activities." Kae Paterson's letter of interest is attached.

**FISCAL CONSIDERATION**

none

**BOARD OR COMMITTEE RECOMMENDATION**

n/a

**RECOMMENDATION / MOTION**

Based on Ms. Patterson's experience, history and familiarity with committee work,  
**Move to:** Authorize the appointment of Kae Paterson to be the historic preservation representative on the Design Review Board.

May 18, 2007

I would be interested in serving on the City of Gig Harbor Design Review Board.

I have been aware of and interested in historic preservation for my entire life. I grew up in Steilacoom, the first incorporated town in the state and proud of it, and was very aware of the historic homes in the town and why they were historic. My father chaired the Steilacoom Planning Commission for years and was doing this at the time the town wrote it's first design manual.

I served on the Gig Harbor Planning Commission from the mid 1970s until 2002 with a break in the 1980s. I was involved when the historic Millville area was designated and asked to serve on the committee that wrote Gig Harbor's first design review manual because of my interest in historical preservation. While on this committee I became more aware of the specific architectural features of our historic homes.

I am a life member of the Steilacoom Historical Society, and my husband and I are members of the Gig Harbor Peninsula Historical Society and the Tacoma Historical Society.

My husband and I are interested in heritage things other than buildings. We have restored four old tugboats and have been involved in the Retired Tugboat Association for 30 years. This group restores and uses old, mostly wooden, tugboats. When we restored our current tug, we had the tongue and groove for the interior of the cabin specially cut to the width it would have been years ago. We were involved when the Gig Harbor Peninsula Historical Society acquired the Shenandoah, a historic Gig Harbor fishing boat, and took it out of the water. We also drive a 1937 Packard automobile and belong to Packards Northwest.

Currently I have realized that the Gig Harbor netsheds are unique in the Puget Sound area. We do a lot of boating so see the shoreline of Puget Sound. There are other areas that have one or two netsheds, but the mass of netsheds in Gig Harbor is one of a kind. I've gathered information on the individual netsheds and have been following the Design Review Board as they determine what makes a netshed historic. I realize that Gig Harbor has not documented our netsheds or written a brochure so that the public will be aware of them. I am encouraging the City of Gig Harbor to work with the Gig Harbor Peninsula Historical Society to do this.

If I am appointed to the City of Gig Harbor Design Review Board, I will continue to increase my knowledge of historic preservation.

*Kae Paterson*

Kae Paterson  
7311 Stinson Ave.  
Gig Harbor, WA 98335



# Application for City of Gig Harbor Commissions, Boards or Committees

(Additional information and/or a resume may be submitted with this application)

Name Kae Paterson

Physical Address 7311 Stinson Ave Phone 253-858-3147

Mailing Address Same

City Gig Harbor WA State WA Zip Code 98335

How long have you resided in Gig Harbor? 45 years

Are you a resident of the City Limits? Yes  No  How long? 41 years

What is your interest/objective in serving on this Board or Commission? I am very interested in keeping the historic feel of the community including architecture when appropriate

What is your educational background? BS Psychology WSU 1985  
BS Math UW 1989

Do you have other civic obligations and/or memberships in professional organizations (please list office held, duties, and term of office)?

Board member Foss Waterway Seaport / Working Water Front  
Maritime Museum

What previous experience do you have serving on a board, committee or commission?

next page

Where are you currently employed (job title, employer, dates, supervisor, phone)?

Retired - last job - Peninsula School District / Gig Harbor  
High School - Career Guidance Specialist

**Boards, Committees and Commissions Interest**

Please indicate which Boards, Committees or Commissions you would be interested in serving on.

- Arts Commission
- Building Code Advisory Board
- Design Review Board
- Lodging Tax Advisory Board
- Parks Commission
- Planning Commission
- Volunteer

\_\_\_\_\_

Please return completed application to:

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

Applicant Signature Kaellen B. Paterson Date May 14, 2007

(Over)

**REFERENCES** (Please list a minimum of three (3) references).

Name	Address	Business	Phone Number
Chris Erlich			857-9149
Theresa Malich			858-6529
Steve Osgelhorpe	???		
Steve Ekberg	7411 Stinson Gt		851-7937

I haven't had a chance to ask any of these people I'll do it today -- except Steve Ekberg  
In the additional space provided below, please restate the question from the reverse side and state your response.

My experience on commissions & with historic preservation

I grew up in Steilacoom, the first incorporated town in the state and a town noted for its historic preservation. My father served on the Planning Commission for years and chaired it when Steilacoom wrote its first design review manual.

My experience includes:

1974: I served on the Citizens Advisory Commission that wrote the first Gig Harbor Peninsula Comprehensive Plan (using performance standards)

1974-2002? Gig Harbor Planning Commission with a break in the 1980s-

1980s? Peninsula Advisory Commission (County)

I was on the Gig Harbor Planning Commission when the first Design Review Manual was written and served on the committee that wrote it

I don't remember the exact dates on these



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

**Subject: eCityGov Alliance - MyBuildingPermit.com  
Subscription Agreement**

**Dept. Origin:** Finance/I.T.  
**Prepared by:** Kay J. Truitt

**Proposed Council Action:**

Sign two original subscription agreements to receive hosted services for online building and inspection permits to include payment processing through the eCityGov alliance agency formed under Chapter 39.34 RCW, the Interlocal Cooperation Act, to deliver public sector services.

**For Agenda of:** May 29, 2007

**Exhibits:** MBP Subscription Agreement  
MBP Appendix A  
MBP Appendix B

Initial & Date

**Concurred by Mayor:** *CLH 5/15/07*  
**Approved by City Administrator:** *PK 5/17/07*  
**Approved as to form by City Atty:** *CAM 5/15/07*  
**Approved by Finance Director:** *DR 5/15/07*  
**Approved by Department Head:** *[Signature] 5.15.07*

Expenditure Required	\$4,500	Amount Budgeted	\$4,800	Appropriation Required	0
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**INFORMATION / BACKGROUND**

MyBuildingPermit.com (MBP) is a hosted service and is owned by an interlocal Government agency, the eCityGov Alliance. Several participating jurisdictions subscribe (Bellevue, Bothell, Burien, Duvall, Kenmore, Kirkland, Issaquah, Mercer Island, Mill Creek, Sammamish, Snohomish County, Snoqualmie, Woodinville). MBP is managed by the building officials of member agencies. The City of Bellevue is the IT host. MBP is not a permit tracking system, it serves as a permit transaction and information web (internet) portal for member cities/counties serving public access interest(s). The alliance interfaces MBP with backend permit systems providing the following online internet functions: Application, payment and issuance of over-the-counter building permits, search and retrieval of permit status to include inspection scheduling. To streamline implementation and create a uniform customer experience, members have agreed to adopt a standard set of administrative business rules: MC and VISA credit cards are accepted for payment, however MBP does not charge a separate transaction fee. The MBP web portal also provides a set of standardized construction tipsheets and inspection check lists utilized by member agencies. MBP can interface with multiple vendor systems, including Interlocking and are a member of the Intergovernmental Trusted Network (IGN). This provides inherent security to the City's network and data because the city is also a member of the IGN and uses that protected interface to transact data.

MBP was recently selected as one of the 18 finalists for the 2007 Innovations in American Government award from the Ash Institute for Democratic Governance and Innovation at Harvard University's John F. Kennedy School of Government. This is the second year running that the Alliance has been selected as a finalist for the prestigious award and the alliance will make their presentation to the national selection committee at Harvard on May 15<sup>th</sup>, 2007. The seven award winners will be announced in September.

Press Releases: **Harvard Press Release** -  
[http://www.ashinstitute.harvard.edu/Ash/pr\\_2007Top18.html](http://www.ashinstitute.harvard.edu/Ash/pr_2007Top18.html)

**eCityGov Press Release** -  
[http://www.ecitygov.net/tools/user\\_doc\\_lib\\_view.asp?DocumentID=342](http://www.ecitygov.net/tools/user_doc_lib_view.asp?DocumentID=342)

The City Attorney does not recommend the City enter into contracts that involve arbitration. She states if the other party will not eliminate the arbitration clause in lieu of a clause allowing mediation and litigation to resolve the disputes, then there is no choice and it should be noted on the agenda bill (the contract has mediation and arbitration, instead of litigation).

The Executive Director of eCityGov Alliance states they cannot make any changes to the language all other agencies have signed. He states the reason as being they are insured through Washington Cities Insurance Authority (WCIA) and this is the approach that WCIA prefers. Furthermore, he states if MBP is not providing service as promised, the city can pull the plug on the service at any time.

### **FISCAL CONSIDERATION**

The annual cost of MBP is set proportional to population. The City of Gig Harbor's annual cost is \$4,500. Member agencies retain all of their legislative authority and identity (example, each member agency sets its own fees and permits are issued with city/county logos and contact information).

### **BOARD OR COMMITTEE RECOMMENDATION**

N/A

### **RECOMMENDATION / MOTION**

**Move to: Sign Subscription Agreements (2 originals)** to become a participating member and receive hosted services for online building and inspection permits including payment processing through the eCityGov alliance interface.



# **SUBSCRIPTION AGREEMENT**

Between

**City of Gig Harbor**

And

**eCityGov Alliance**

Effective Date: May 15, 2007

## SUBSCRIPTION AGREEMENT

This Agreement is entered into between the eCityGov Alliance, hereinafter referred to as the "Alliance", and , hereinafter referred to as the "Subscriber".

WITNESSETH:

WHEREAS, the Alliance was created and duly authorized by the legislative body of each jurisdiction in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW; and

WHEREAS, the purpose of the Alliance is to provide a regionally coordinated portal(s) for the delivery of municipal services via the Internet and to provide a forum for the sharing of resources in the development and deployment of such services; and

WHEREAS, in keeping with its purpose, the Alliance has created several shared software applications and related products to deliver public sector services via the Internet; and

WHEREAS the Alliance provides said software applications as a hosted service; and

WHEREAS, the Subscriber wishes to use certain shared software application(s) and related product(s) to deliver public sector services via the Internet; and

WHEREAS, the Alliance pledges to work cooperatively in maintaining the highest level of standards for maintenance and operation of the Software Application(s) and related product(s) on behalf of Partners, Subscribers and users;

WHEREAS, the Alliance is duly authorized to enter into agreements as an independent entity; and

WHEREAS, it is the desire of the Parties to enter into an agreement for Software and related product(s) to deliver public sector services via the internet;

NOW THEREFORE, the Parties agree as follows:

### I. IDENTITY OF PARTIES

- A. **Alliance.** The Alliance is an agency formed under Chapter 39.34 RCW, the Interlocal Cooperation Act, to deliver public sector services.
- B. **Subscriber.** The Subscriber is an agency that desires to subscribe to an Alliance hosted service(s) and/or application(s), and to participate as a non-voting but active member in the teams supporting that service(s) and/or application(s).

## II. PURPOSE

The purpose of this Agreement is to provide the terms and conditions under which the Subscriber will receive hosted services from the Alliance. To accomplish this purpose, and in consideration of the benefits to be received by each of the Parties hereto, the Parties agree as follows:

## III. DEFINITIONS

- A. **“Agreement”**, **“this Agreement”**, **“the Agreement”**, **“hereof”**, **“herein”**, **“hereto”**, **“hereby”**, **“hereunder”** and similar expressions mean this Subscription Agreement, including all instruments supplementing, amending or confirming this Agreement. All references to **“Articles”** or **“Sections”** mean and refer to the specified Article or Section of this Agreement.
- B. **“Application Software”**, **“Application”** and/or **“Software”** means computer application and related computer code, presented in object code form operating on Hosting Service hardware. Application Software includes, but is not limited to computer code, databases, programs and interfaces in executable code form which have been created or licensed by Alliance.
- C. **“Management Committee”** or **“Project Team”** means a team made up of a representative(s) from each Alliance partner and subscriber agency for a particular Software Application. The purpose of the Management Committee is to guide development and management of the Application.
- D. **“Backend Integration”** means that a software application owned and/or licensed by the Subscriber that is linked to the Application Software for the purpose of passing data between the two systems.
- E. **“Board”** means the Alliance Executive Board, a joint board established pursuant to the Alliance Interlocal Agreement executed by the Cities of Bellevue, Bothell, Issaquah, Kenmore, Kirkland, Mercer Island, Sammamish, Snoqualmie, Woodinville, and any subsequent agencies that formally adopt the Alliance Interlocal Agreement.
- F. **“Data and Content Management Tool(s)”** means the Internet restricted accessible software application used by the Subscriber to update, change and manage application content and data.
- G. **“Effective Date”** means the date this Agreement commences.
- H. **“Hardware”** means the computers, application servers, magnetic storage devices and other related computer hardware owned by the Alliance for the purposes of providing services and software applications to Alliance partners, subscribers and the general public.

- I. **“Hosting Service”** means the agency and/or business at which Alliance Application(s), related software and hardware is physically located. The Hosting Service is also responsible for maintaining the shared portion of the service(s) and application(s) affected by this Agreement.
- J. **“Partner”** means the city or other governmental jurisdiction that upon Executive Board approval enters into the Alliance Interlocal Agreement as a full partner-owner of Alliance Application Software, intellectual property and capital equipment. A Partner is a signatory to the Alliance Interlocal Agreement.
- K. **“Subscriber”** means the city, county or other governmental jurisdiction that elects to enter into an agreement with the Alliance to purchase specific hosted Internet software application service(s) on an annual basis,. Subscriber status is further defined by the Alliance By-Laws and the Alliance Interlocal Agreement.
- L. **“Subscription(s)”** means the Internet accessible computer application(s) identified in Appendix A.
- M. **“Subscription Liaison(s)”** means the Subscriber assigned staff member(s) for each subscription application.
- N. **“User”** means members of the general public and city staff who use the services defined herein.

#### IV. APPLICATION SOFTWARE SUBSCRIPTION

- A. **Subscription.** During the term of this Agreement, the Alliance grants the Subscriber a non-transferable, nonexclusive subscription to use the Application Software in accordance with the terms and conditions state herein.
- B. **Application Software License(s).** Application Software license(s) are and shall remain the property of the Alliance or its third-party service providers. The Subscriber shall have a non-exclusive right to use the Application Software specified in Appendix A. The Subscriber shall not have taken, or attempt to take, any right, title or interest therein or permit any third party to take any interest therein. The Subscriber will not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against the Application Software or any interest in the Application Software.
- C. **Application Software and Data.** The Subscriber may not move any Application Software or data from any installed location at the Hosting Service place of business without the prior written notification and subsequent technical approval of the Alliance.

**D. Hardware and Provision of System and Application Software.**

1. The Alliance shall obtain, install and maintain the necessary hardware, systems software, and Application Software at the location of the Hosting Service to provide the appropriate computing platform to deliver the application services defined in Appendix A.
2. The Hardware, Systems Software licenses, and Application Software code and licenses are and shall remain the property of the Alliance or its third-party service providers. The Subscriber shall not have taken, or attempt to take, any right, title or interest therein or permit any third party to take any interest therein. The Subscriber will not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against the Hardware or Systems Software or any interest in the Hardware or Systems Software.

**E. Subscriber Data and Databases**

1. The Subscriber shall provide applicable data for each Software Application Subscription to the Alliance in accordance with data specifications in Appendix A.
2. The Subscriber is responsible for updating, changing and maintaining said data as specified in Appendix A.
3. Each Party shall treat all data and information to which it has access by its performance under this Agreement as confidential. Unless required to do so by law, a Party shall not disclose such data or information to a third Party without specific written consent of the other Party. In the event that one Party receives notice that a third Party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, the receiving Party shall promptly inform the other Party. This section shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon all Parties and their agents, employees, successors, assigns, subcontractors or any Party or entity claiming an interest in this Agreement.
4. The Alliance will not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber, or suffer a lien or encumbrance upon or against the Subscriber data or database or any interest in the Subscriber data or database. The Alliance will maintain the Subscriber data or database at the Hosted Service, and shall notify Subscriber in writing if the data or database is to be moved from the

Hosted Service. The Alliance shall not be responsible for any damage to, or loss of, the data, except in cases of gross negligence or wilful misconduct.

**F. Access and Use of Data and Content Management Tool(s)**

1. The Subscriber shall name and authorize certain employees as content managers for the Software Application(s) specified in Appendix A.
2. It is the responsibility of the Subscriber to authorize and manage opening and closing user accounts for third party vendors and/or contract employees.
3. The Alliance will manage password protected user accounts for said employees and vendors. The Alliance will manage only named user accounts. The Subscription Liaison is responsible for authorizing new user accounts and ensuring unneeded user accounts are closed in a timely manner.
4. Access to Alliance web-based products is not restricted in anyway, however; Software Application functionality may be restricted or limited for certain Software Applications or portions of a Software Application to the citizens of Alliance partner and subscriber agencies. Such restrictions or limitations is dependent on the level of service(s) purchased by the Subscriber and shall be described in Appendix A.
5. An unlimited number of citizens, staff and other customers of the Alliance product(s) may access and utilize the product(s) via the Internet, except as noted in the previous section.

**G. Warranties**

1. The Alliance represents and warrants that; (a) the Alliance has the legal right and authority to provide the services that are the subject of this Agreement; and (b) the Application Software does not infringe upon any copyright, patent, trademark, trade secret, or any other intellectual property right of any third Party.
2. No Other Warranty. Other than the express warranties contained above, any software Subscription provided and all services performed pursuant to this Agreement are provided and performed on an "as is" basis, and Subscriber's use of the Application Software and services is at its own risk. The Alliance does not make, and hereby disclaims, all other warranties, whether express or implied. The Alliance does not warrant that the Application Software and

services provided hereunder will be uninterrupted, error-free, or completely secure.

3. Limitation of Liability; Damages. The Alliance's sole liability to Subscriber for any loss, liability or damage, including attorney's fees, for any claim arising out of or related to this Agreement, regardless of the form of action, shall be limited to Subscriber's actual direct out-of-pocket expenses which are reasonably incurred by Subscriber and shall not exceed the amount of the fees paid to Alliance by Subscriber under this Agreement for the calendar year in which such claim accrued. **In no event shall Alliance be liable to Subscriber or any third party for lost profits, revenue, lost data, consequential, special, incidental, or punitive damages arising out of or related to this Agreement regardless of the basis of the claim.**

## V. SUPPORT

### A. Backend Integration

1. The Alliance is responsible for Alliance product(s) on the eCityGov.net site and related web portal sites, including the transmittal of data to and from the Subscriber in the formats(s) identified in Appendix A, to meet the needs of Subscriber's back-end process. Interface and data transmittal standards are subject to approval by the Board.
2. The Subscriber is responsible for any and all direct integration with their own business processes and systems, including the entire cost and overhead associated with integration of Alliance products to Subscriber-owned systems.
3. For the purpose of Backend Integration, the Alliance may assign, on a temporary basis, a reasonable number of Internet Protocol Addresses ("IP Addresses") from the address space assigned to Subscriber by the Hosting Service. The Subscriber acknowledges that the IP Addresses are the sole property of the Alliance and/or of its contracted Service providers, and are assigned for the term of this Agreement to Subscriber as part of the Software Application Subscription(s), and are not "portable".
4. The Alliance reserves the right to change IP Address assignments at any time; however, the Alliance shall use all reasonable efforts to avoid any disruption to the Subscriber resulting from such renumbering requirement. The Alliance will give the Subscriber reasonable notice of any such renumbering. The Subscriber agrees that it will have no right to IP Addresses upon termination of this

Agreement and that any renumbering required of the Subscriber after termination shall be the sole responsibility of Subscriber.

**B. Training.** The Alliance shall provide such training and consultation to the Subscriber regarding the use of a Software Application(s) and services as is determined to be appropriate by the Board and/or the Management Committee(s) associated with specific Alliance Software Application(s).

**C. Software Support**

1. For Application Software residing on Alliance Server(s): The Hosting Service for each product is responsible for ensuring that the Application Software functions correctly, and for responding to Subscribers who submit requests for Application Software corrections in a timely manner. Application Software malfunctions that result in a non-responsive system or incorrect results for customers will be given high priority. Other Application Software malfunctions will be prioritized based on resources and overall project priorities. The actual response escalation levels are specified in Section V. C. 3.
2. For other software residing on Subscriber Servers: The Subscriber is fully responsible for the functioning of any software residing on Subscriber Servers, including software designed to handle the interface between Alliance service(s) and Software Application(s) and all software licensed directly through third parties to the Subscriber.
3. Technical Support – Requests for technical support will be classified into three priority levels:
  - High – system is down or is returning incorrect results and customer is unable to fulfill critical business functions such as those pertaining to core business functions
  - Urgent – serious issue significantly impacting use of system although customer is still able to perform core business functions
  - Normal – all other issues.

Regular Hosting Service business hours are Monday through Friday 7:00 a.m. – 5:00 p.m., excluding holidays. During regular business hours, there is a guaranteed response time of 1 hour for High and Urgent calls. All other calls will be responded to within 8 business hours. Off-hours



support (5:00 p.m. – 7:00 a.m., weekends and holidays) is offered only for network and server support. Only high priority calls will be responded to within 2 hours. The contact phone number is 425.452.2886.

## VI. BENEFITS/RELATIONSHIP

- A. **Benefits to Parties.** This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. No joint venture or partnership is formed as a result of this Agreement.
- B. **Voting.** The Subscriber is considered a non-voting member of the Management Committee(s) supporting Alliance service(s) and Software Application(s) identified in Appendix A: Description of Application Service(s).
- C. **Attendance at Board Meetings.** The Subscriber is entitled to attend Board meetings, but is not a voting member of the Board.
- D. **Use of Regional Portal.** The Subscriber is entitled to use the regional portal for delivery of Software Application(s) subscribed to and defined in Appendix A.
- E. **Participation in Alliance.** The Subscriber may participate in and receive the benefits of all Alliance functions, projects, programs, and partnerships including but not limited to:
  - Training programs
  - Information sharing events
  - Projects/programs with other public entities, including, but not limited to; state, county, utility districts, libraries, and other cities

## VII. FEES AND PAYMENTS

The Subscriber shall pay a Subscription fee as set forth in Appendix B: Subscriber Fees and Payment Terms.

## VIII. GENERAL PROVISIONS

- A. **Liability/Hold Harmless.** If a claim, demand or cause of action arises from the negligent act or failure to act or intentional wrongful act of one of the Parties hereto, or its officers, agents or employees, then that Party shall indemnify, defend and save the other Party and its officers, agents and employees harmless there from; provided, however, that such provision shall not apply to the extent that damage or injury arises from

the fault of the other Party, its officers, agents or employees. In the case of negligence of both the Subscriber and the Alliance, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each Party, and each Party shall have the right to seek contribution from the other Party in proportion to the percentage of negligence attributable to the other Party.

- B. **Assignment.** The Subscriber shall not assign, transfer, convey or otherwise dispose of its rights or obligations under this Agreement or permit use of applications and/or services by another entity or person who is not an Alliance Partner, Subscriber, or employee, officer or agent thereof, except to the extent as may be authorized by Alliance rules and procedures.
- C. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or three business days after mailing if mailed by first class mail, postage prepaid and addressed to the Party at its address as stated in this Agreement or at such address as any Party may designate at any time in writing with notice pursuant to this paragraph. At the time of execution the addresses of the Parties are:

eCityGov Alliance	City of Gig Harbor
P.O. Box 90012	3510 Grandview Street
Bellevue, WA 98009-9012	Gig Harbor, WA 98335
Attn: John Backman	Attn: John Vodopich
(425) 452-7821	253) 851-6170

- D. **Dispute Resolution.** This section governs any dispute, or controversy between the Parties arising out of or relating to this Agreement or its breach (the "Disputed Matter"). It is agreed that King County, Washington shall be the venue for any arbitration. All Disputed Matters shall be submitted to the following dispute resolution process:

- 1. Internal Mediation

First the Disputed Matter shall be referred jointly to the Alliance Executive Director and the Subscriber's representative. If they do not agree within ten (10) days, the Disputed Matter shall be referred jointly to the Chair of the Executive Board and the Subscriber's chief executive or designee. If such persons do not agree upon a decision within ten (10) days after referral of the matter to them, or within such

other period as may be mutually agreed upon, the Parties shall proceed to the next stage of the dispute resolution procedure.

## 2. Arbitration Procedures

The Subscriber or the Alliance may, within ten (10) days following completion of internal mediation, submit a written demand for arbitration to the American Arbitration Association. The decision of the other Party to invoke the arbitration process below shall constitute an election of remedies barring the Party from further recourse to the dispute resolution or arbitration process not invoked by it.

Any Disputed Matter referred to arbitration shall be conducted under the Commercial Rules of the American Arbitration Association. The arbitrator may be selected by agreement of the Parties or through the American Arbitration Association. Any such arbitration will be held in the Seattle, Washington Metropolitan Area. The Parties will share the costs of the arbitration equally, subject to final apportionment by the arbitrator. However each Party shall bear the expenses of its own counsel, experts, witnesses and preparation of evidence. The decision of the arbitrator shall be final and shall not be subject to appeal by the Parties. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## 3. Performance to Continue

Pending the resolution of any Disputed Matter, both Parties shall continue their performance under this Agreement to the extent that such performance is feasible, including but not limited to the payment of all sums which are due or which become due during the dispute resolution process. Neither Party will institute any action or proceeding against the other Party in any court concerning any Disputed Matter that is or could be subject to resolution under this section.

**E. Effective Date and Duration.** This Agreement shall be effective upon execution of both Parties, and shall continue until termination or withdrawal.

## **F. Termination**

1. Termination by annual notice and/or default. The Subscriber may terminate this Agreement by giving ninety (90) days written notice to the Alliance in any year of its intention to terminate effective January 1 of the following year provided notice is given in writing and Subscriber is not in default of its obligations under this Agreement. There will be no refunds of monies collected for the current year. If

the Subscriber is in default of a material obligation under this Agreement, and such default remains uncorrected more than thirty (30) days after receipt of written notice of default, the Alliance, in addition to any other rights available to it under law or equity, may terminate this Agreement by giving thirty (30) days written notice to the Subscriber. The Alliance shall be deemed in default if, as a result of the Software Application(s) or the Alliance's failure to perform its obligations hereunder, the Software Application(s) continues to exhibit defects causing serious disruption of use and/or repeated periods of downtime, notwithstanding the Alliance's remedial or maintenance efforts, over a continuous period of ninety (90) days, and the Subscriber may terminate the Agreement by giving thirty (30) days written notice to the Alliance, after which the Alliance shall reimburse the Subscriber for a pro-rated share of the Subscription Fee.

2. *Mid-year termination request by Subscriber.* The Subscriber may terminate this Agreement by giving written notice to the Alliance at any time during the calendar year. The Alliance will terminate the Subscriber's service at the earliest practical date in which the necessary Application reprogramming can be completed. There will be no refunds of monies collected for the current year.
3. *Termination as a result of changes to the Application(s).* In the event that the Alliance initiates changes to the Application(s) and/or Subscription fee(s) for which the Subscriber chooses not to continue with the Application Subscription, the Alliance will provide a pro-rata refund of the balance of current year Subscription fee. The refund will be calculated from the date in which the Application changes and/or Subscription fee changes take effect.

G. **Modification.** This Agreement represents the entire Agreement between the Parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealing between the Parties.

H. **Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

eCityGov Alliance

City of Gig Harbor

\_\_\_\_\_

\_\_\_\_\_

Accepted By (Signature)

Accepted By (Signature)

Rich Conrad

Chuck Hunter

Executive Board Chair  
eCityGov Alliance

Mayor

Date:

Date:

\_\_\_\_\_,

\_\_\_\_\_,

\_\_\_\_\_

\_\_\_\_\_

Approved as to Form (Signature):

Approved as to Form (Signature):

\_\_\_\_\_

\_\_\_\_\_

City Attorney

City Attorney

\_\_\_\_\_,

\_\_\_\_\_,

## APPENDIX A

### Description of Application Service(s)

**I PRODUCT SUBSCRIPTION(S):**

1. MyBuildingPermit.com – On-line permits, permit status and other related services

**II DESCRIPTION OF PRODUCT SERVICE – MyBuildingPermit.com**

1. MyBuildingPermit.com (MBP.com) is managed and operated by the Partner cities of the eCityGov Alliance and the MBP.com Management Committee. The Management Committee is made up of building officials or other designated representatives of the Partner and Subscriber jurisdictions.
2. MBP.com is a web-based transaction portal designed to provide citizens and contractors the ability to obtain certain permits from member jurisdictions. Specifically, applicants may easily apply for, pay for, and receive multiple permits, from multiple member jurisdictions in a single transaction session. MBP.com also offers the ability to query and search for permit status and history for properties in member jurisdictions.
3. In addition to the permit transaction service and permit status function, certain business standards and operating procedures were established by the Alliance and the MBP.com Management Committee. These procedures and standards define the requirements under which partner and subscriber agencies will operate. The requirements were established to create a uniform quality experience for customers, ensure a certain level of business consistency, and to keep operating and development costs to a minimum. Specific requirements include:

Functionality Description	Required	Optional	Notes
State Business License	X		New contractors must be authorized before using MBP.com to pull permits.
Jurisdiction Business License Requirement		X	Local policy requirement
Accept credit payments w/o a separate transaction fee	X		
On-line permit issuance:	X		Except where issued by other agency. Variances and special local requirements will be

			addressed on a case-by-case basis
Full integration to a backend permit system for permit issuance		X	Without backend integration, the agency will receive issued permit via email
Use of construction tip sheets and inspection check lists	X		
Participation on various project committees, particularly the Management Committee.	X		The needed level of participation is determined as part of the Management Committee work plan
Provide data feed for permit status and history	X		Exceptions on a case-by-case basis.
On-line Inspection requests	X		
Future services, permit types and system enhancements	X		See Section 6, Future On-line Services

The MBP.com site also provides links to many sources of building and construction related reference materials.

4. Current On-line Services:

MyBuildingPermit.com home page explains the purpose of the site and provides navigational elements. The application functionality and content includes, but is not limited to:

- (a) Information
  - Permit Status
  - Code Reference
  - Public Information
  - News and Events
- (b) Application and Registration
  - How To Apply
  - Contractor Registration

- Contractor and Homeowner Application
- (c) *Transaction Services:* MBP.com is currently capable of issuing the following permits. This list is subject to change as code requirements change, more permit types are added, or the scope of individual permits is modified. Each city or jurisdiction must specify which permits it will issue through MBP.com.
- Mechanical
  - Building
  - Electrical
  - Plumbing

Requests for modifications to either existing permit requirements and/or types will be handled on a case by case basis. Minor, individual modifications to each agency's permit form are possible.

*Example:* The City of Sammamish is the only city in the Alliance that currently requires an earthquake shutoff valve. The Sammamish plumbing permit form has been modified to accommodate this requirement.

*Example:* The Alliance added re-roof permits to MBP.com. Bellevue did not require re-roof permits. In order to create consistency for regional contractors, Bellevue added re-roof permits.

*Example:* Some jurisdictions issue and inspect electrical permits; some utilize the State, Department of Labor and Industries for this service. Jurisdictions that do issue electrical permits have those choices on their on-line permit forms; those jurisdictions that do not issue electrical permits do not have these choices on their permit application forms.

- (d) *Transaction Service:* As part of the customer on-line interview process, the site uses an easy to use search function to give the customer the opportunity to find the correct property address for each permit. The site will not issue a permit without an address match.

**Incorrect or missing addresses present the single largest issue for customers and staff.** Agencies are highly encouraged to develop and maintain accurate address data to ensure the highest level of accuracy. See Section V. Technical Specifications and Requirements for additional information.

- (e) *Transaction Services:* On-line contractor registration for verification of state and local business licenses. Contractors must



be registered and approved by MBP.com before they can obtain on-line permits. Also homeowners using a contractor but obtaining their own permits, must have the contractor registered with MBP.com. There are no registration requirements for homeowners doing their own work.

- (f) *Information Retrieval Service:* On-line permit status and history for **all** permits issued by each jurisdiction. Each jurisdiction may specify certain criteria for data included in the on-line reporting system.
- (g) *Listserv:* Staff, contractors and interested citizens have the opportunity to signup for listserv newsletters and other notifications such as training opportunities or code changes.

5. Other Features and Services

MBP.com provides monthly reports for the number of permits issued by type and city. Web statistics are also available upon request.

6. Future On-line Services:

The MBP.com work plan is updated annually. The work plan identifies work including, but not limited to, content development, system enhancements and new system functionality.

As features and services of the MyBuildingPermit.com site grow, it is the intention of the Alliance to create a consistent user experience for our customers using the site. Alliance policy is to implement new services such as on-line inspection scheduling, for all member departments that perform the function in each jurisdiction.

The Alliance recognizes that there are wide variations between agencies and departments in terms of permit system use, information technology capability and/or business practices. However, it is the expectation of the Alliance that member agencies will make necessary adjustments to their respective business processes and permit systems to accommodate features and functionality agreed to by the MBP.com Management Committee.

Every effort will be made to phase this kind of work providing sufficient lead time for individual jurisdictions and departments to make necessary organization and system adjustments.

### III CITY OR AGENCY RESPONSIBILITIES

As a part of the implementation process, the Alliance will provide the Subscriber with a detailed Implementation Roadmap document and checklist. The following outline major tasks and responsibilities associated with the implementation of MBP.com.

1. Participate as a non-voting member in the MBP.com Management Committee and sub-committees.
2. Agree to utilize the MBP.com construction tip sheets and inspection checklists in a manner consistent with the Management Committee guidelines.
3. Specify permits to be issued through MBP.com, including any requests for modification to the standard conditions provided by MBP.com. Permit form modifications must be approved by the MBP.com Management Committee.
4. Complete a permit fee schedule form for each permit to be issued by MBP.com.
5. Acquire a banking merchant account for processing of credit card fees. Most, but not all, credit card processing systems work with MBP.com. Before securing a merchant account, confirm that the credit card processing system will work with MBP.com.
6. MBP.com site content maintenance and contractor registration maintenance process is the joint responsibility of member cities and agencies. This work is coordinated through the MBP.com Management Committee.
7. Each agency must create and supply email mailboxes addresses and contact phone numbers for user inquiries and comments in the following areas; Permits, Fees, Building, Technical, Inspection, Suggestion, Missing Address and Other. The format for the three general service email addresses is:
  - BuildingOfficial@xxxx
  - PermitTech@xxxxx
  - MyBuildingPermit@xxxx
8. Provide the following GIS data, preferably as a GIS format file.
  - Jurisdiction service boundary map
  - Parcels and streets with street names, in addition meta data must be provided to allow the jurisdiction address database to be tied to each parcel
  - Major water bodies
  - Orthographic images – if available

For jurisdictions that do not have this data in a GIS file format, the Alliance will attempt to obtain the data from other sources.

9. Provide a permit status data feed.
10. Provide permit status checking and inspection scheduling directions and contact information.
11. Provide hyperlinks to agency code(s) and home web page.

#### **IV TECHNICAL SPECIFICATIONS & REQUIREMENTS – MyBuildingPermit.com**

1. MBP.com is designed in such a manner that a direct and live connection to a back-end permit tracking system is not required for the issuance of MBP.com permits.
2. Creating an interface for permit issuance between MBP.com and the Subscriber's back-end permit tracking system is the responsibility of the Subscriber, including, but not limited to interface and/or web license and implementing to the back-end system. The Alliance will provide the necessary technical specifications and assistance for implementation of said interface(s). There is no additional cost for the Alliance portion of these services.
3. A secure internet protocol (IPsec) data connection for permit status/history between the Subscribers back-end permit system database is required unless the subscriber does not have a back-end permit system or there are technical limitations that prevent a data connection. This data connection is the responsibility of the Subscriber. The Alliance will provide the necessary technical specifications and assistance for implementation of said data connection. There is no additional cost for the Alliance portion of these services.
4. The Subscriber must provide **parcel and address data for their entire jurisdiction** in a format specified (available upon request) by the Alliance for use in MBP.com or in the absence of this data, the Alliance will use the best available property data. Typically these are commercially available data and/or county data sets.
5. Credit card transactions are accomplished using industry standard data encryption technologies. MBP.com does not retain credit card numbers, this data is passed directly through to the Subscriber's bank merchant account.
6. It is Alliance policy not to charge a separate credit card fee for transactions.
7. Subscribers will receive a daily reconciliation report from the bank.
8. The cost to make annual changes to fees and other maintenance services are included in the annual subscription fee.

## **V SPECIAL REQUIREMENTS AND CONDITIONS**

1. Subscriber jurisdictions are responsible for the maintenance of:
  - The content of Community Pages and/or other content pages pertaining to the Subscriber's jurisdiction.
  - Supplying pertinent data to the Alliance in a format compatible with Alliance systems. Jurisdictions are also responsible for the accuracy of said data and periodically supplying updates of Subscriber data to the Alliance.
  - Actively participating in Project Team meetings.
2. Accept and approve the Privacy, Security and Disclaimer Notices, and posted on Alliance sites.

## APPENDIX B

### Subscriber Fees and Payment Terms

#### I ANNUAL FEE(S)

1. **MyBuildingPermit.com Annual Fee** – annual cost of the subscription for this service is \$4,500.00.
2. **Establishment of Fees;** Each year the Board shall set Subscriber Fees for the next calendar year, no later than September 30th. At such time the Board may increase, decrease or leave fees unchanged depending need.

#### II PAYMENT TERMS

1. The invoice shall encompass Subscription fee(s) for one full calendar year or for the applicable pro-rata Subscription fee(s).
2. Annual payment is due within 60 days of invoice.
3. The invoice for the current year will be sent upon signing of this Agreement. Payment is due within 60 days of invoice.
4. Payments which are 60 days past due shall be considered to be in arrears. The Alliance may elect to discontinue service to the Subscriber until said account is paid in full. The Board, at its sole discretion, by elect to not disconnect a Subscriber that is in arrears if suitable arrangements have been made for future payment.

#### III MODIFICATION OF FEES

1. The Board may make modifications to the Application(s) based on recommendations from the Project Team(s). Any resulting fee changes will be either billed on a pro-rata basis and/or calculated in to the Subscription rate in the next calendar year.



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

**Subject:** 2007 Pavement Markings Contract

**Proposed Council Action:** Authorize the award and execution of the contract for the 2007 Pavement Markings to Road Runner Striping, Inc. for their bid quotation in the amount of forty thousand eight hundred eighty-four dollars and seventy-nine cents (\$40,884.79).

**Dept. Origin:** Community Development

**Prepared by:** David Brereton *David*  
Director of Operations

**For Agenda of:** May 29, 2007

**Exhibits:** Construction Services Contract

Initial & Date

**Concurred by Mayor:** *CH 5/23/07*  
**Approved by City Administrator:** *RJK 5/22/07*  
**Approved as to form by City Atty:** *CAM 5/21/07*  
**Approved by Finance Director:** *DF 5/17*  
**Approved by Department Head:** *JAV 5/17*

Expenditure		Amount		Appropriation	\$0. See fiscal
Required	\$40,884.79	Budgeted	\$40,000.00	Required	note below.

**INFORMATION / BACKGROUND**

The 2007 Street Operating budget provides for the installation and re-painting of pavement markings on City streets.

In accordance with the City's Small Works Roster Process (Resolution No. 592), three potential contractors were contacted for price quotations. All three contractors responded with the following price quotation proposals:

- Road Runner Striping, Inc. \$40,884.79
- Apply-A-Line, Inc. \$44,266.27
- Stripe Rite Inc., \$46,596.39

**FISCAL CONSIDERATION**

This work exceeds the \$40,000 budget that was anticipated in the adopted 2007 Budget, identified under the Street Operating Fund, Objective No. 10 (Pavement Markings). However, sufficient funds are available in the Street Operating Fund.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the award and execution of the contract for the 2007 Pavement Markings to Road Runner Striping, Inc. for their bid quotation in the amount of forty thousand eight hundred eighty-four dollars and seventy-nine cents (\$40,884.79).

**AGREEMENT FOR CONSTRUCTION SERVICES  
BETWEEN GIG HARBOR AND ROAD RUNNER STRIPING, INC.**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Gig Harbor (hereinafter the "City"), and Road Runner Striping, Inc. a Washington corporation, located and doing business at 10611 Canyon Road E. Suite 122, Puyallup, WA 98373 (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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 Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to complete the pavement markings on City streets in full compliance with the contract documents entitled "Pavement Markings on City Streets Spring 2007." The Contractor shall not perform any additional services without the express permission of the City.

**II. Payment.**

A. The City shall pay the Contractor the total sum of Forty Thousand Eight Hundred Eighty-Four Dollars and 79 Cents (\$40,884.79), not including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, 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 Contractor 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 - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor 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 subcontractors of the Contractor. The Contractor will be solely and

entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors 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 Contractor performs hereunder.

**IV. Duration of Work.** The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before June 29, 2007. The indemnification provisions of Section IX shall survive expiration of this Agreement.

**V. Prevailing Wages.** Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

**VI. Termination.**

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

**VII. Discrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.



**VIII. Indemnification.** The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, 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 Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'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.

**IX. Insurance.**

A. The Contractor 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 Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Contractor 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

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

D. The City of Gig Harbor shall be named as an additional insured on the Contractor'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 Contractor's insurance policies.

- E. It is the intent of this contract for the Contractor's insurance to 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 in respect to the City. Additionally, the Contractor'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 Contractor 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 Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

**X. Entire Agreement.** The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents 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.

**XI. City's Right of Supervision.** Even though the Contractor 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 Contractor 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 Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

**XII. Work Performed at the Contractor's Risk.** The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the

Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

**XIII. Warranties.** The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Road Runner Striping, Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

**XIV. 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 Contractor.

**XV. Assignment.** Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

**XVI. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of 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.

**XVII. 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.

**XVIII. Resolution of Disputes.** 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, and the City shall determine the term or provisions' true intent or meaning. The City 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 Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the 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 prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

\_\_\_\_\_  
By: *Eben Erickson*  
Its president

THE CITY OF GIG HARBOR

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

**Notices should be sent to:**

Eben Erickson, President  
Road Runner Striping, Inc.  
10611 Canyon Road East, #122  
Puyallup, WA 98373  
(253) 535-5153

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

**Approved as to form:**

By: *[Signature]*  
City Attorney

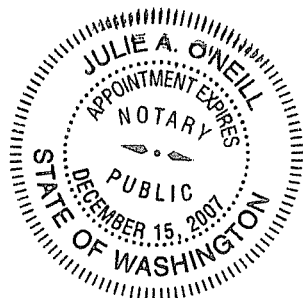
**Attest:**

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

STATE OF WASHINGTON )  
COUNTY OF Pierce ) ss.  
 )

I certify that I know or have satisfactory evidence that Eben Erickson 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 President of Road Runner Striping to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-15-07



Julie A. O'Neill  
Notary Public in and for the  
State of Washington,  
Residing at Eatonville  
My appointment expires: 12-15-2007



Mayor and City Council: Price Quotation Proposal  
 - Pavement Markings On City Streets Spring 2007  
 May 2, 2007  
 Page 2 of 3

Price Quotation Proposal - Schedule of Prices:

ITEM NO.	ITEM DESCRIPTION	QUANTITY (APPROX.)	UNIT PRICE	TOTAL
X 1	LENGTH (FT.)	116,160	\$ per L.F.	\$
2	SKIP CENTER STRIPE (FT.)	21,090	\$ .06 per L.F.	\$ 1265.40
3	DOUBLE YELLOW CENTER STRIPE (FT.)	86,930	\$ .12 per L.F.	\$ 10431.60
* 4	EDGE STRIPE (FT.)	142,462	\$ .07 per L.F.	\$ 9972.34
5	DOTTED EXTENSION STRIPE (FT.)	250	\$ .08 per L.F.	\$ 20-
6	GORE STRIPE (FT.)	4,815	\$ .12 per L.F.	\$ 553.80
7	GORE STRIPE (Plastic) (FT.)	1,100	\$ 1.20 per L.F.	\$ 1320-
8	DOTTED GORE STRIPE (FT.)	500	\$ .08 per L.F.	\$ 40-
9	LANE STRIPE (FT.)	6,450	\$ .05 per L.F.	\$ 322.50
10	NO-PASS STRIPE (FT.)	4,885	\$ .10 per L.F.	\$ 468.50
11	2-WAY LEFT TURN STRIPE (FT.)	18,670	\$ .09 per L.F.	\$ 1671.30
12	BICYCLE LANE STRIPE (FT.)	28,715	\$ .09 per L.F.	\$ 2404.35
* 13	PLASTIC CROSSWALK STRIPE (12" WIDE)	1,500	\$ 2.25 per S.F.	\$ 3375-
14	REMOVING PLASTIC CROSSWALK STRIPE	1,500	\$ 1.25 per S.F.	\$ 1875-
* 15	LIQUID COLD APPLIED METHYL METHACRYLATE			
	4" STRIPE	800	\$ 1.25 per L.F.	\$ 750-
	8" STRIPE	1,000	\$ 2.50 per L.F.	\$ 2500-
	TRAFFIC ARROWS	24	1.35	\$ 3240-
	"ONLY" LETTERS	5 sets	13.5	\$ 675-
TOTAL				\$ 40,884.79

TOTAL: Forty Thousand Eight Hundred Eighty Four dollars and 79/100 cents.

P:\DATA\City Projects\Projects\Pavement Markings\Proposal-2007.rtf



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

**Subject:** Storm Water Facilities Maintenance and Restrictive Covenant Agreement

**Proposed Council Action:** Approval of this Agreement as presented.

**Dept. Origin:** Community Development

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

**For Agenda of:** May 29, 2007

**Exhibits:** Storm Water Facilities Maintenance and Restrictive Covenant Agreement

Initial & Date

**Concurred by Mayor:** CHH 5/23/07  
**Approved by City Administrator:** FAK 5/23/07  
**Approved as to form by City Atty:** JAM 5/22/07  
**Approved by Finance Director:** NA  
**Approved by Department Head:** JM 5/22

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

As a condition of project approval of the Rusdal Short Plat located at the 8000 block of Stinson Avenue owned by Ellis-Rusdal LLC, a Storm Water Facilities Maintenance and Restrictive Covenant Agreement is required. This will ensure that the storm water system will be constructed, operated and maintained in accordance with all the City's applicable rules and regulations. The storm water system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of this system. This agreement allows the City a nonexclusive right-of-entry onto those portions of the property in order to access the storm water system for inspection and monitoring of the system.

This agreement has been approved as to form by the City Attorney, Carol Morris.

**FISCAL CONSIDERATION**

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

**RECOMMENDATION / MOTION**

Approval of this Agreement as presented.



AFTER RECORDING RETURN TO:

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

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

**Document Title(s) (or transactions contained therein):**  
Storm Water Facilities Maintenance Agreement and Restrictive Covenant

**Grantor(s) (Last name first, then first name and initials)**  
Ellis – Rusdal LLC

**Grantee(s) (Last name first, then first name and initials)**  
City of Gig Harbor

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**  
Section 05, Township 21 N, Range 02 E

**Assessor's Property Tax Parcel or Account Number:** 0221053086

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

## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Ellis – Rusdal LLC, a Washington Limited Liability Company organized under the laws of the State of Washington, located and doing business at 5800 Soundview Drive, Gig Harbor, WA 98335 (P.O. Box 2356 Gig Harbor WA 98335) (hereinafter the "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Rusdal Short Plat, located at the 8000 Block of Stinson Ave., Gig Harbor (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

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

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of John Brand P.E. on 06/18/07 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

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

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

## T E R M S

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

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

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

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

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

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

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

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

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

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

To the Owner:  
Ellis – Rusdal LLC  
P.O. Box 2356  
Gig Harbor, WA 98335

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

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

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

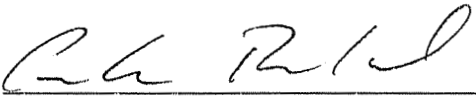
**Section 13. Integration.** This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_ day of May, 2007.

**THE CITY OF GIG HARBOR**

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

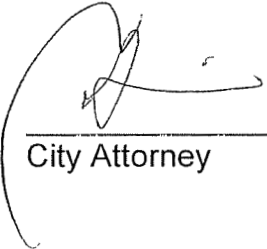
**OWNER**

By:   
Its: Managing Member  
Print Name: George Rusdal

**ATTEST:**

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

**APPROVED AS TO FORM:**

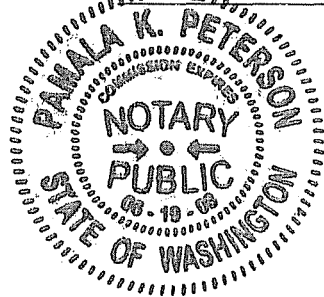
  
City Attorney

**NOTARY BLOCK FOR A CORPORATION/PARTNERSHIP**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that George Rusdal 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 Managing Member of Ellis – Rusdal LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-11-07



PK Peterson  
Notary Public in and for the  
State of Washington,  
Title: Notary Public  
My appointment expires: 6/19/08

**CITY OF GIG HARBOR NOTARY BLOCK**

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

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: \_\_\_\_\_

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

## EXHIBIT A PROPERTY LEGAL DESCRIPTION

### OVERALL

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7, SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON;  
THENCE NORTH 01 DEGREES 04 MINUTES 31 SECONDS EAST 313.38' FEET ALONG THE WEST LINE OF SAID LOT 7, SECTION 5, TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 89 DEGREES 48 MINUTES 21 SECONDS EAST 212.4 FEET;  
THENCE NORTH 01 DEGREES 04 MINUTES 31 SECONDS EAST 307.63 FEET;  
THENCE NORTH 89 DEGREES 48 MINUTES 21 SECONDS WEST 212.4 FEET;  
THENCE SOUTH 01 DEGREES 04 MINUTES 31 SECONDS WEST 307.63 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE WEST 30 FEET FOR THE BURTON NORTHERN COUNTY ROAD (HARBORVIEW AVENUE SOUTH) (NOW KNOWN AS STINSON AVENUE) AS CONVEYED TO THE TOWN OF GIG HARBOR BY DEED RECORDED UNDER AUDITOR'S NO. 2016370

TOGETHER WITH AN INTEREST IN THE FOLLOWING DESCRIBED PROPERTY TO BE USED AS A HIGHWAY:

COMMENCING AT A POINT 570 FEET NORTH AND 229.2 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 7, SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY WASHINGTON; THENCE NORTH 600 FEET, MORE OR LESS, TO THE RELOCATED BURNHAM HUNT COUNTY ROAD; THENCE WEST 25 FEET; THENCE SOUTH 600 FEET, MORE OR LESS, TO A POINT WEST OF THE POINT OF BEGINNING; THENCE EAST 25 FEET TO THE PLACE OF BEGINNING; AS QUIETED IN PIERCE COUNTY SUPERIOR COURT CAUSE NO. 48129.

### SHORT-PLAT DESCRIPTIONS

LOT 1:  
THE NORTH HALF OF THE NORTH HALF OF THE AFOREMENTIONED PROPERTY.

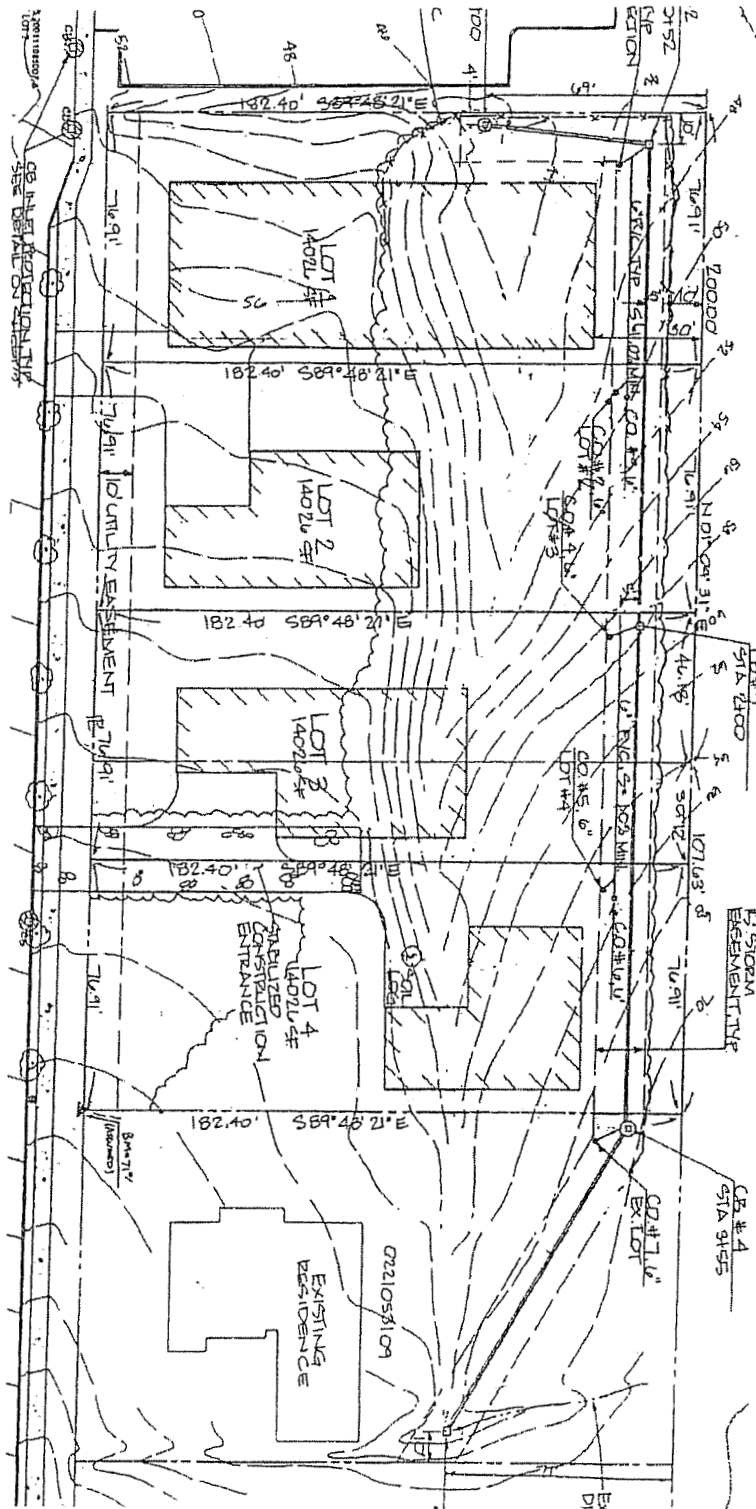
LOT 2:  
THE SOUTH HALF OF THE NORTH HALF OF THE AFOREMENTIONED PROPERTY.

LOT 3:  
THE NORTH HALF OF THE SOUTH HALF OF THE AFOREMENTIONED PROPERTY.

LOT 4:  
THE SOUTH HALF OF THE SOUTH HALF OF THE AFOREMENTIONED PROPERTY.

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.

# EXHIBIT B DRAINAGE SYSTEM DRAWING







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

**Subject:** Eddon Boat Remediation Project  
- EPA Brownfields Grant Administration  
Contract Amendment

**Proposed Council Action:** Authorize  
Amendment to Consultant Services Contract  
for Grant Solutions in the amount of \$15,000.

**Dept. Origin:** Community Development Dept.

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

**For Agenda of:** May 29, 2007

**Exhibits:** Consultant Services Contract  
Amendment No. 2

Initial & Date

**Concurred by Mayor:** CU 5/24/07  
**Approved by City Administrator:** PK 5/24/07  
**Approved as to form by City Atty:** CAM 5/24/07  
**Approved by Finance Director:** NA  
**Approved by Department Head:** J 5/22

Expenditure Required	\$15,000	Amount Budgeted	\$0	Appropriation Required	\$0 see fiscal note below
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**INFORMATION / BACKGROUND**

Grant assistant is required to assist City staff in the management and implementation of the second EPA Brownfields Grant. Currently, Grant-Solutions is providing City assistance associated with the first Brownfields Grant.

**FISCAL CONSIDERATION**

This Contract Amendment in the amount of \$15,000 will revise Grant-Solutions total contract amount to \$47,900. The cost for these services is fully reimbursable to the City under the terms and conditions of the grant. There will be no City out of pocket expenditure incurred with this contract amendment.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

Authorize an amendment to Consultant Services Contract for Grant-Solutions in the not to exceed Fifteen Thousand Dollars (\$15,000.00).

**SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GRANT SOLUTIONS**

THIS SECOND AMENDMENT is made to the AGREEMENT, dated September 25, 2006, and subsequent AMENDMENT #1, dated November 28, 2006, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grant Solutions, a sole proprietorship registered with the State of Washington, located and doing business at 17212 Lemolo Shore Drive, Poulsbo, Washington 98370 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the administration of an U.S. Environmental Protection Agency Brownfields Grant for the Eddon Boatyard property 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 September 25, 2006, (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**, 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: Fifteen Thousand Dollars (\$15,000.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

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

THE CITY OF GIG HARBOR

By:

  
\_\_\_\_\_  
Its Principal

By:

\_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT  
Grant Solutions  
Attn: Kathleen Byrne-Barrantes  
17212 Lemolo Shore Drive  
Poulsbo, Washington 98370  
(360) 697-5815

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 PIERCE         )

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

## Exhibit A

### Grant-Solutions – Grants Management & Administrative Assistance

17212 Lemolo Shore Drive, Poulsbo, WA 98370 \* 360-697-5815

May 22, 2007

#### EPA BROWNFIELDS CLEANUP PROJECT MANAGEMENT @ EDDON BOAT PARK

Grant-Solutions principal Kathleen Byrne-Barrantes is pleased to provide the following Scope of Services to the City of Gig Harbor for grant project management, coordination, filing reports, assisting with written reports, and other services as necessary to complete the remediation grant project under the second (2007) cooperative agreement with the U.S. EPA Brownfields Program.

#### Tasks associated with the EPA Brownfields Grant Administration (See Table Below)

As a project management consultant, Grant-Solutions (Kathleen) would complete all reports; handle communications to and from the City to the EPA project manager, prepare reports to be reviewed and signed by agents of the City, prepare and keep copies of all records and supporting documents in the performance of this contract and be responsible for assuring that reports and other deliverables are made in a timely manner. All costs of performing this function will be borne by the City under contract using EPA grant funds. Kathleen will also assist the City in preparing the agreement, property profile forms, quarterly reports, other documents/files required, requesting and retrieving files necessary to process these reports and plans, drafting the reports and required forms in coordination with the City, their consultants, contractors, officials, and the EPA Project officer Susan Morales.

TASK	DESCRIPTION & Frequency	ESTIMATED HOURS	Cost @ \$65/hr	Cumulative Amount
1	Complete Work Plans, Application Materials & Assist in Cooperative Agreement, etc. (1)	16	\$1040	\$1040
2	Revise Public Involvement Plan (1) & Setup of Records for 2 <sup>nd</sup> Grant (1)	8	\$520	\$1560
3	Property Profile Forms (4)	14	\$910	\$2470
4	Attendance at Public Meetings (2) and Project Planning Meetings with Staff and EPA (3)	20	\$1300	\$3770
5	Quarterly Reports (9) Requests for Payment (5)	108	\$7020	\$10,790
6	MBE/WBE Reports (9)	18	\$1170	\$11,960
7	Financial Status Reports (3)	12	\$780	\$12,740
8	Prepare Fact Sheets & Press Releases (2) and publish in Kitsap Business Journal (2)	12	\$780	\$13,520
9	Assist Contractor and Staff with Final Cleanup Report (1)	16	\$1040	\$14,560
10	Final Closeout Report	7	\$440	<b>TOTAL:</b> <b>\$15,000</b>



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 5/18/07

DRL

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION IN LIEU OF CURRENT PRIVILEGE

UBI: 600-108-772-001-0001
License: 356387 - 1U County: 27
Tradename: TIDES TAVERN
Loc Addr: 2925 HARBORVIEW DR
GIG HARBOR WA 98335
Mail Addr: P.O. BOX 208
GIG HARBOR WA 98335

APPLICANTS:
DYLAN ENTERPRISES INC.
STANLEY, PHILIP T
1947-04-20

Phone No.: 253-229-7000 PETER STANLEY



Privileges Upon Approval:
SPIRITS/BR/WN REST LOUNGE -

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

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

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

*SPIRITS, BEER, WINE Only*

*Notice to local authorities: The purpose of this attachment is to provide further information to you regarding the type of business being practiced at the proposed location. This is a pilot program still in the testing stage. If you have any questions or concerns, please contact Sharon A. Hendricks, Manager at (360) 664-1619 or e-mail [sah@liq.wa.gov](mailto:sah@liq.wa.gov).*

Liquor License No.: 356387-1U

Trade name: TIDES TAVERN

⬇ What is the primary focus of your business? **FOOD & BEVERAGE SERVICE**  
⬇ **LIVE MUSIC**

⬇ What will your business hours be?  
⬇ **11- 9, SOMETIMES TO 1 OR 2 (OPEN 8AM ON SAT/SUN**

⬇ During what times/days do you plan on offering full meal service? **MOST OF THE TIME**

⬇ If you are going to have any entertainment, describe what types of entertainment you are planning to provide? **SMALL BAND ACT**

⬇ On what days and times do you intend to provide this entertainment? **WEEKEND**

⬇ Will the entertainment be live or recorded? **BOTH** Will it be amplified? **MAYBE**

⬇ Will your business have a dance floor, stage or other type of entertainment area? **NO**

Will persons under 21 years of age be allowed in your premises? **NO**

⬇ Do you intend to restrict minors from any portion of your premises? **ALL**

⬇ Will a cover charge or an admission fee be charged for entry into your business? **NO**





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

**Subject: Pierce Transit Pedestrian Bridge**

**Dept. Origin:** Administration

**Proposed Council Action:**

**Prepared by:** Rob Karlinsey

Consider Pierce Transit's Revised Pedestrian Bridge Conceptual

**For Agenda of:** **May 29, 2007**  
**Exhibits:**

Initial & Date

**Concurred by Mayor:** CKH 5/23/07

**Approved by City Administrator:** RJK 5/23/07

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

**Approved by Finance Director:** \_\_\_\_\_

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

Expenditure		Amount		Appropriation	
Required	\$0	Budgeted	\$0	Required	\$0

**INFORMATION / BACKGROUND**

This is an informational item for discussion with Pierce Transit and the City Council on a project update including the "look" and "feel" of the pedestrian bridge. It is anticipated that construction will begin late 2007.

On May 14th, Pierce Transit staff provided an update to the Council, staff and the public on the cooperative and collaborative process with City Staff, discussion with the Design Review Board, public outreach activities to date and a project overview as it relates to the Peninsula Park and Ride project. The project overview included an emphasis on the pedestrian bridge design options and inspirations - the schooner sailing ship and the net shed option. Following was a presentation showing alternative examples and how the viewshed through the SR-16 corridor would be impacted.

Council and public comments focused largely on a simpler bridge in addition to moving the bridge structure outside Hunt Street rights-of-way. As a result, Pierce Transit has significantly redesigned the "look" and "feel" of the pedestrian bridge and has moved the pedestrian bridge outside of the Hunt Street right-of-way to the north.

The new key visual aspects of the corridor concept pedestrian bridge include, a simpler form and structural expression with "character" that blends in with the SR-16 experience and a relationship to materials already used at the existing Kimball Drive Park and Ride.

The new bridge location is largely located in WSDOT rights-of-way. Pierce Transit continues to work cooperatively with WSDOT staff on the bridge development. The final location is subject to WSDOT review and approval.

Pierce Transit will have drawings available for feedback on May 29th. The drawings will be made available electronically and by handouts.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

Consider Pierce Transit's Revised Pedestrian Bridge Conceptual



Business of the City Council
City of Gig Harbor, WA

Subject: Ordinance – Ordinance Passing Procedures.

Proposed Council Action:

Adopt the attached Ordinance at this Second Reading

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: May 29, 2007 Exhibits:

Initial & Date

Concurred by Mayor: CMA 5/29/07

Approved by City Administrator: RJK 5/22/07

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, and dollar amounts (\$0).

INFORMATION / BACKGROUND

There is no state law requirement that an ordinance have two readings prior to adoption. The City adopted GHMC Section 1.08.020, which requires that every ordinance have two readings prior to adoption, unless there is an affirmative vote of a majority plus one of the whole membership of the council.

The Council desires to change this procedure so that certain types of ordinances may be adopted after one reading. Carol Morris drafted this ordinance for your consideration.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the attached Ordinance at this second reading.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S ORDINANCE PASSING PROCEDURE, ALLOWING FOR CERTAIN ORDINANCES TO BE PASSED ON THE DAY OF THE ORDINANCE'S INTRODUCTION, WITHOUT A DECLARATION OF EMERGENCY, AND ADOPTING THE REQUIREMENTS FOR CHANGES TO ORDINANCES AS SET FORTH IN RCW 36.70A.035, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 1.08.020.**

---

WHEREAS, there is no state law requirement that an ordinance have two readings prior to adoption; and

WHEREAS, the City adopted GHMC Section 1.08.020, which requires that every ordinance have two readings prior to adoption, unless there is an affirmative vote of a majority plus one of the whole membership of the council; and

WHEREAS, the Council desires to change this procedure so that certain types of ordinances may be adopted after one reading; and

WHEREAS, GHMC Section 1.08.020(C) covers amendments to an ordinance, and should be changed to be consistent with RCW 36.70A.035, which describes the manner in which the public shall be provided additional opportunities for public comment and testimony when ordinances dealing with development regulations or comprehensive plan amendments are changed prior to adoption; and

WHEREAS, the City's SEPA Responsible Official issued a determination that the adoption of this Ordinance is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meetings of May 14, 2007 and May 29, 2007; and

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

Section 1. Section 1.08.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

### 1.08.020 Adoption.

A. A proposed ordinance:

1. Shall not be adopted on the date of its introduction except as provided in subsection B and C below:
2. Shall only be adopted at a regular meeting except as provided in subsection B below; and
3. Should be reintroduced if not adopted at or prior to the third regular meeting after the introductory meeting. Failure to reintroduce the proposed ordinance shall not affect the validity of any ordinance passed by the city council.

B. Notwithstanding the foregoing, the city council may take action on a proposed ordinance on the day of introduction, or at a special meeting, upon the affirmative vote of a majority plus one of the whole membership of the council.

C. The city council may take action on a proposed ordinance on the day of introduction upon the affirmative vote of a majority of a quorum of the council, if the proposed ordinance is:

1. Determined by the council to be time-sensitive and/or of a routine nature;
2. Ordinances relating to annexations;

D. Amendments.

1. A proposed ordinance that is not a development regulation or comprehensive plan amendment, may be amended at any regular or special meeting of the council, including the introductory meeting; provided, however, that amendments shall not be considered unless the proposed ordinance appears on the official agenda of the meeting at which amendments are proposed.

2. If the city council chooses to consider a change to an ordinance relating to a development regulation or comprehensive plan amendment, and the change is proposed after the opportunity for review and comment has passed under the city's ordinance passing procedures, an opportunity for review and comment on the proposed change shall be provided before the city council votes on the proposed change. An additional opportunity for public review and comment is not required for any of the following situations:

a. An environmental impact statement has been prepared under chapter 43.21CRCW for the pending ordinance and the proposed change is within the range of alternatives considered in the environmental impact statement;

b. The proposed change is within the scope of the alternatives available for public comment;

c. The proposed change only corrects typographical errors, corrects cross-references, makes address or name changes, or clarifies language of a proposed ordinance without changing its effect;

d. The proposed change is to an ordinance making a capital budget decision as provided in RCW 36.70A.120; or

e. The proposed change is to an ordinance adopting a moratorium or interim control adopted under RCW 36.70A.390.

f. Site-specific rezones.

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.

Section 3. 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 29<sup>th</sup> day of May, 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: 05/08/07  
PASSED BY THE CITY COUNCIL: 05/29/07  
PUBLISHED: 05/30/07  
EFFECTIVE DATE: 05/04/07  
ORDINANCE NO: 1088



Business of the City Council
City of Gig Harbor, WA

Subject: Ordinance – Parks Commission Meeting Dates

Dept. Origin: Administration

Prepared by: Rob Karlinsey

Proposed Council Action:

For Agenda of: May 29, 2007 Exhibits:

Adopt this Ordinance at the second reading.

Initial & Date

Concurred by Mayor: CLH 5/23/07
Approved by City Administrator: ROK 5/23/07
Approved as to form by City Atty:
Approved by Finance Director: N/A
Approved by Department Head: ROK 5/23/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

The City desires to establish the meeting date for all of its boards and commissions by resolution instead of ordinance or code. The Parks Commission has been meeting more frequently than the dates established in Gig Harbor Municipal Code Section 2.50.060; and this ordinance will remove the twice a year meeting dates established by this section of the code.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Parks Commission wishes to meet more than twice a year.

RECOMMENDATION / MOTION

Move to: Adopt this ordinance at the second reading.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PARKS COMMISSION, ELIMINATING THE DATES OF THE COMMISSION'S REGULAR MEETINGS, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.50.060.**

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WHEREAS, the City desires to establish the meeting date for all of its boards and commissions by resolution instead of ordinance or code; and

WHEREAS, the Parks Commission has been meeting more frequently than the dates established in Gig Harbor Municipal Code Section 2.50.060; and

WHEREAS, the City's SEPA Responsible Official issued a determination that the adoption of this Ordinance is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of May 14<sup>th</sup> and May 29<sup>th</sup>, 2007; Now therefore,

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

Section 1. Section 2.50.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**2.50.060 Meetings and staff services.**

A. The parks commission shall meet as established by resolution. ~~shall hold regular meetings on the first Tuesday in March and the first Tuesday in October. Meetings shall be held at the Gig Harbor Civil Center and shall begin at 7:00 p.m. unless otherwise publicly noticed.~~

B. The director of operations shall be responsible for providing administrative and staff services for the commission.

C. The commission shall provide a written report to the city council of its activities within two weeks after every meeting.

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.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of \_\_\_\_\_, 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: 05/09/07  
PASSED BY THE CITY COUNCIL: 05/29/07  
PUBLISHED: 06/06/07  
EFFECTIVE DATE: 06/11/07  
ORDINANCE NO:



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

**Subject:** Second Reading of Ordinance Relating to Transportation Concurrency, Allowing the Transfer of Reserved Transportation Capacity from one parcel to another.

**Proposed Council Action:** Approval of the Primary Ordinance or Alternate Ordinance as presented at this second reading.

**Dept. Origin:** Community Development Dept.

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

**For Agenda of:** May 29, 2007

**Exhibits:** Ordinance and Alternate Ordinance  
FHS letter and City Attorney Response

Initial & Date

**Concurred by Mayor:** CLA 5/24/07  
**Approved by City Administrator:** RJK 5/24/07  
**Approved as to form by City Atty:** Cam 5/24/07  
**Approved by Finance Director:** NA  
**Approved by Department Head:** J 5/22

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

Recently, there have been a number of developers requesting the City to allow transfers of capacity granted in a concurrency reservation certificate from one property to another, and in certain limited situations it may be appropriate to allow transfers.

In order to be considered for a trip transfer, the following limitations are applicable:

The Sending Property may only transfer trips one time only and are limited to a maximum of 25 trips.

In the alternate ordinance, both the donating and the receiving properties must be the same owner.

Council should be apprised that if they decide to adopt the alternate ordinance, its adoption will have to be postponed until the adoption of a related ordinance clarifying the definition of "Owner."

The City will analyze the impacts of the capacity transfer and if a greater degradation is caused to the City transportation facilities, the trip transfer shall be denied.

This ordinance has a sunset clause of August 1<sup>st</sup>, 2007.

Council should also be apprised that staff made several inquiries to other Public Agencies to see if they had an equivalent ordinance and none could be located.

Attached is also a copy of a letter from Franciscan Health Care Systems, raising concerns about this ordinance along with the City Attorney's response.

**FISCAL CONSIDERATION**

The applicant will pay for the City traffic analysis and there will be no refund provided should the trip transfer request be denied.

**BOARD OR COMMITTEE RECOMMENDATION**

This proposed ordinance was presented to the Operations and Special Projects Council Committee meetings on January 31<sup>st</sup> and May 7<sup>th</sup> for discussion.

The recommendation of the Committee was to prepare an alternative ordinance that would further restrict the trip transfer between parcels of the same ownership. An alternative ordinance that contains this wording is also included for Council consideration

**RECOMMENDATION / MOTION**

**Move to:** Approval of the Ordinance or alternate Ordinance as presented at this second reading.



## COMMUNITY DEVELOPMENT

### MEMORANDUM

**TO: MAYOR HUNTER AND CITY COUNCIL MEMBERS**  
**CC: ROB KARLINSEY, CITY ADMINISTRATOR**  
**FROM: CAROL MORRIS, CITY ATTORNEY**  
**SUBJECT: TRIP TRANSFER MITIGATION QUESTION**  
**DATE: MAY 22, 2007**

In a letter addressed to the Council that was placed in the last Council packet, Laurie Nichols raised an issue about the proposed trip transfer ordinance. She stated that there is a problem if the developers of new projects have the ability to purchase CRC's from before 2005 that do not include the requirement for participating in the mitigation required for the "soon-to-be-failing interchange." She asks that the ordinance require that "the developer purchasing the CRC will have to comply with all of the requirements of chapter 19.10 as applied to its proposed development and that mitigation measures, in addition to those associated with the CRC that it is purchasing, may be imposed on the development."

First, the proposed trip transfer ordinance does not allow a developer to "purchase the CRC" from another development. So that there is no confusion on this point, the ordinance has been amended in this latest draft to show that if any trips are transferred, it is done pursuant to the City's procedures, and there is no way for two property owners to simply agree to buy and sell a CRC or trips.

Second, chapter 19.10 is the City's concurrency ordinance, adopted pursuant to RCW 36.70A.070(6)(b), which provides that:

Local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development.

Both the concurrency chapter and the proposed trip transfer ordinance are consistent with the above. Any trip transferee will be required to comply with the concurrency chapter.

Nothing in the concurrency chapter or the proposed trip transfer ordinance exempts an application from compliance with SEPA. The latest version of the proposed trip transfer ordinance adds language to specifically state this fact.

Third, if any project has been required to perform mitigation measures relating to the “soon-to-be-failing interchange,” then we don’t need to impose an additional requirement on the transferee. The impact of the transferred trips can legally be addressed only once.

Finally, if any project has not been required to perform mitigation relating to the “soon-to-be-failing interchange,” and the owner wants to transfer trips to a new party, then the City could determine that “the proposed trip transfer would cause the level of service on some transportation facilities identified within the City’s comprehensive plan to decline below the adopted intersection level of service standard. This could either result in a conditioning of the trip transfer on payment of mitigation (as suggested by Ms. Nichols) or a denial. The point is that we wouldn’t be extending vested rights (equating to the non-payment of mitigation for a CRC issued long ago) to the receiving property.

# Franciscan Health System

May 8, 2007

Rob Karlinsey  
City Manager, City of Gig Harbor  
310 Grandview Street  
Gig Harbor, WA 98335

Re: Possible Amendment of Gig Harbor Municipal Code to allow for the sale of  
Transportation Capacity Reservation Certificates (“CRCs”)

Dear Mr. Karlinsey:

We are aware that the City Council is considering an amendment to the Gig Harbor Municipal Code (“GHMC”) to permit the sale and transfer of Transportation CRCs, a practice that is currently prohibited by GHMC § 19.10.017. The impetus for such an amendment is the possible development of a Boys & Girls Club on Skansie Avenue on the west side of SR 16. Construction of this needed community resource is hampered by the fact that traffic generated by the development will use the Burnham Drive interchange and roundabouts for access. There is no traffic capacity available for either the east or west portions of this interchange and the required substantial mitigation measures are clearly beyond the means of the Boys & Girls Club or, in reality, any single developer.

As you know, Franciscan Health System (FHS) received a conditional use permit for a hospital to be located on Canterwood Boulevard east and north of the SR16/Burnham intersection. It took almost three years for FHS to obtain its permit, primarily due to the fact that the City had granted transportation CRCs for developments along Borgen Boulevard without requiring appropriate mitigation measures to adequately address their transportation impacts to the SR16/Borgen interchange. The Final Supplemental EIS (FSEIS) for the City’s 2005 Comprehensive Plan Amendments, issued April 5, 2006, found that even if the hospital was not built, existing traffic plus the traffic that generated by all the developments that had previously been granted transportation CRCs by the City would cause the level-of-service for the SR16/Borgen interchange to plummet to level “F” (FSEIS on page 45). The FSEIS estimated the cost of fixing the problem at the SR16/Burnham interchange at \$40,000,000.

The developers along Borgen Boulevard whose permitted trips were the real source of the problem had no requirement to help fund a solution to the impending traffic problem. When the magnitude of the problem at the SR16/Burnham interchange was revealed to the City in 2005, it could not go back and impose additional mitigation measures upon those developers. For the hospital to be built, it was

May 8, 2007

Page 2

necessary for the City to temporarily reduce its level of service standards for the SR16/Burnham interchange and for FHS to agree to make substantial improvements to the SR16/Burnham interchange and nearby streets, the cost of which may or may not be reimbursed to FHS.

The Agreement for Construction of Transportation Improvements between the City and FHS, dated August 29, 2006, indicates that the City may (but it is not required to) "require other developers, as a condition of approval of their projects, to pay a proportionate share of the cost of the [improvements to be made to the SR16/Burnham Interchange by FHS] and/or the City may create a street assessment reimbursement district pursuant to Chapter 35.72 RCW, local improvement district or other means of financing [those] improvements." Construction Agreement on page 6. Moreover, under amendments made to the Concurrency Management section of the GHMC (Chapter 19.10) in 2006, all applications for a CRC now require a capacity evaluation and mitigation measures adequate to address adverse impacts upon existing capacity.

A potential problem associated with allowing the sale of transportation CRC's in Borgen/Burnham area is that developers of new projects may have the opportunity to purchase CRCs from before 2005 that do not include requirements for participating in the mitigations required for this soon-to-be failing interchange. In other words, a developer could purchase CRCs that were issued prior to 2005 and thereby be excused from having to contribute to the cost of making the necessary improvements to that interchange to the same extent as developers such as FHS who acquired their CRCs at a later date.

While we commend the City with exploring a creative solution for the much-needed Boys & Girls Club that was not permitted during the previous administration, it is our recommendation that if the City proceeds with an amendment to GHMC Chapter 19.10, it should do so only on the condition that the developer purchasing the CRC will have to comply with all of the requirements of Chapter 19.10 as applied to its proposed development and that mitigation measures, in addition to those associated with the CRC that it is purchasing, may be imposed upon its new development, as appropriate. This is the only way of achieving parity between those who acquired their CRC's after 2004 and developers of proposed projects who should be required to mitigate the currently understood adverse impacts of their developments, regardless of the source of their CRC.

Very truly yours,



Laure Caillouette Nichols  
Senior Vice President  
Strategic Planning and Business Development

c. Mayor Chuck Hunter

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRANSPORTATION CONCURRENCY, ALLOWING FOR THE TRANSFER OF RESERVED TRANSPORTATION CAPACITY FROM ONE PARCEL OF PROPERTY TO ANOTHER, AS LONG AS THE TRANSFER DERIVES FROM A “SENDING” PARCEL WITH AN ISSUED, VALID TRANSPORTATION CONCURRENCY RESERVATION CERTIFICATE, THE TRAFFIC FROM “RECEIVING” PARCEL WILL HAVE THE SAME TYPE OF IMPACT ON THE CITY TRANSPORTATION FACILITIES, AND THE NUMBER OF TRIPS TRANSFERRED FROM THE SENDING PARCEL TO THE RECEIVING PARCEL DO NOT EXCEED THE NUMBER OF PEAK PM TRIPS RESERVED IN THE SENDING PARCEL’S TRANSPORTATION CRC, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 19.10.017, AND ESTABLISHING AUGUST 1ST, 2007 AS THE DATE THIS ORDINANCE SHALL AUTOMATICALLY TERMINATE WITH NO FURTHER ACTION BY THE COUNCIL.**

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WHEREAS, a number of developers have asked that the City allow transfers of capacity granted in a Concurrency Reservation Certificate from one property to another; and

WHEREAS, there are certain limited situations where it may be appropriate to allow the transfers of capacity granted in a Concurrency Reservation Certificate from one property to another; and

WHEREAS, the City has discussed the consequences associated with such transfers with its Traffic Consultant; and

WHEREAS, the consequences of such transfers can be analyzed via precise documentation, additional traffic forecasting and modeling and denial.

WHEREAS, the City’s SEPA responsible official determined that adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) as an Ordinance related to procedures only; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of May 14th 2007; and



WHEREAS, during the City Council's public hearing, the public testimony was documented by the City; Now, Therefore,

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

Section 1. Section 19.10.017 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.10.017 Transfer of Reserved capacity.**

A. Except as noted in subsection B. of this Section, and only in the case of transportation concurrency, reserved capacity trips shall not be sold or transferred to property not included in the legal description provided by the applicant in the application for a CRC. The applicant may, as part of a development permit application, designate the amount of capacity trips to be allocated to portions of the property, such as lots, blocks, parcels, or tracts included in the application. Capacity Trips may be reassigned or allocated within the boundaries of the original reservation certificate by application to the director. At no time may capacity or any certificate be sold or transferred to another party or entity to real property not described in the original application.

B. Transportation Trips may be transferred subject to the following limitations:

1. The donating property transferring the trips is called the "Sending Property." The property accepting the trips is called the "Receiving Property."

2. Whether the capacity is transferred with or without monetary payment is not relevant to the City's determination whether such sale or transfer meets the requirements of this section. In order to document the transfer of trips, the owner of the Sending Property must sign an affidavit stating that he/she grants the specific trips described in the affidavit to the owner of the Receiving Property. In the Receiving Property's application for concurrency, the applicant must ask the City to consider and analyze the traffic impacts of the proposed development on the Receiving Property along with the traffic impacts on the entire City's transportation system, together with the capacity transferred by the Sending Property. **This may be done through a review of an existing CRC or an analysis of the available trips. Sending properties without a current CRC must have a pending development application on file at the City.**

3. Once the City receives the affidavit and a complete application for concurrency from the owner of the Receiving Property, the City shall determine whether or not the CRC for the Sending Property is valid. Trips may not be transferred from CRC's

that are expired or where all trips have been “consumed” by the development on the sending property. The Sending Property may transfer trips from a CRC only once.

4. Trip or capacity transfers are limited to a net of twenty-five (25) peak PM trips to the Receiving Property.

5. The City will analyze the capacity intended to be transferred by the Sending Property to the Receiving Property in the CRC **or as otherwise described within Section 19.10.017(B)2 of the Gig Harbor Municipal Code**, and determine whether or not such transfer will have any negative effect or cause a greater impact on the City’s transportation facilities. The City shall perform this test by using its transportation model and forecasting model and all other applicable traffic analysis tools, and the concurrency analysis required by this chapter. This will be performed in conjunction with the concurrency analysis described in this chapter for the development proposed on the Receiving Property, and the fees relating to traffic analyses shall be paid for by the applicant. **Nothing in this Section shall exempt the development from review under the State Environmental Policy Act.**

6. If the City determines that the proposed trip transfer would cause the level of service on some transportation facilities identified within the City’s Comprehensive Plan to decline below the adopted intersection Level of Service Standard, **or that a financial commitment (embodied in a development agreement) is not in place to complete the necessary improvements or strategies within six years of the proposed developments**, the transfer shall be denied. **The holder of an issued CRC does not “own” the trips identified in the CRC, and is not entitled to a decision allowing transfer to take place simply because the trips are included in a previously issued CRC.**

7. There is no administrative appeal of the City’s decision on trip transfers and the analysis fee shall not be refunded after a determination has been made.

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.

Section 3. Effective Date and Sunset Clause. 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. This Ordinance shall automatically terminate and be of no further effect on August 1, 2007. No additional action by the Council shall be required for this Ordinance to terminate on such date.

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: \_\_\_\_\_

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRANSPORTATION CONCURRENCY, ALLOWING FOR THE TRANSFER OF RESERVED TRANSPORTATION CAPACITY FROM ONE PARCEL OF PROPERTY TO ANOTHER, AS LONG AS THE TRANSFER DERIVES FROM A “SENDING” PARCEL WITH AN ISSUED, VALID TRANSPORTATION CONCURRENCY RESERVATION CERTIFICATE, THE **OWNER OF THE “RECEIVING” PARCEL IS MUST BE THE SAME PROPERTY AS THE “SENDING” PROPERTY, AND THE TRANSFER WILL HAVE THE SAME TYPE OF IMPACT ON THE CITY TRANSPORTATION FACILITIES, AND THE NUMBER OF TRIPS TRANSFERRED FROM THE SENDING PARCEL TO THE RECEIVING PARCEL DO NOT EXCEED THE NUMBER OF PEAK PM TRIPS RESERVED IN THE SENDING PARCEL’S TRANSPORTATION CRC, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 19.10.017, AND ESTABLISHING AUGUST 1ST, 2007 AS THE DATE THIS ORDINANCE SHALL AUTOMATICALLY TERMINATE WITH NO FURTHER ACTION BY THE COUNCIL.****

---

WHEREAS, a number of developers have asked that the City allow transfers of capacity granted in a Concurrency Reservation Certificate from one property to another; and

WHEREAS, there are certain limited situations where it may be appropriate to allow the transfers of capacity granted in a Concurrency Reservation Certificate from one property to another; and

WHEREAS, the City has discussed the consequences associated with such transfers with its Traffic Consultant; and

WHEREAS, the consequences of such transfers can be analyzed via precise documentation, additional traffic forecasting and modeling and denial; and

WHEREAS, the City’s SEPA responsible official determined that adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) and an Ordinance related to procedures only; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of May 14th 2007; and

WHEREAS, during the City Council’s public hearing, the public testimony was documented by the City; Now, Therefore,

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

Section 1. Section 19.10.017 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.10.017 Transfer of Reserved capacity.**

A. Except as noted in subsection B. of this Section, and only in the case of transportation concurrency, reserved capacity trips shall not be sold or transferred to property not included in the legal description provided by the applicant in the application for a CRC. The applicant may, as part of a development permit application, designate the amount of capacity trips to be allocated to portions of the property, such as lots, blocks, parcels, or tracts included in the application. Capacity Trips may be reassigned or allocated within the boundaries of the original reservation certificate by application to the director. At no time may capacity or any certificate be sold or transferred to another party or entity to real property not described in the original application.

B. Transportation Trips may be transferred subject to the following limitations:

1. The donating property transferring the trips is called the "Sending Property." The property accepting the trips is called the "Receiving Property." The owner of the Receiving Property must be the same property as the Sending Property.

2. Whether the capacity is transferred with or without monetary payment is not relevant to the City's determination whether such sale or transfer meets the requirements of this section. In order to document the transfer of trips, the owner of the Sending Property must sign an affidavit stating that he/she grants the specific trips described in the affidavit to the owner of the Receiving Property. In the Receiving Property's application for concurrency, the applicant must ask the City to consider and analyze the traffic impacts of the proposed development on the Receiving Property along with the traffic impacts on the entire City's transportation system, together with the capacity transferred by the Sending Property. **This may be done through a review of an existing CRC or an analysis of the available trips. Sending properties without a current CRC must have a pending development application on file at the City.**

3. Once the City receives the affidavit and a complete application for concurrency from the owner of the Receiving Property, the City shall determine whether or not the CRC for the Sending Property is valid. Trips may not be transferred from CRC's that are expired or where all trips have been "consumed" by the development on the sending property. The Sending Property may transfer trips from a CRC only once.

4. Trip or capacity transfers are limited to a net of twenty-five (25) peak PM trips to the Receiving Property.

5. The City will analyze the capacity intended to be transferred by the Sending Property to the Receiving Property in the CRC or as otherwise described within Section 19.10.017(B)2 of the Gig Harbor Municipal Code, and determine whether or not such transfer will have any negative effect or cause a greater impact on the City's transportation facilities. The City shall perform this test by using its transportation model and forecasting model and all other applicable traffic analysis tools, and the concurrency analysis required by this chapter. This will be performed in conjunction with the concurrency analysis described in this chapter for the development proposed on the Receiving Property, and the fees relating to traffic analyses shall be paid for by the applicant. **Nothing in this Section shall exempt the development from review under the State Environmental Policy Act.**

6. If the City determines that the proposed trip transfer would cause the level of service on some transportation facilities identified within the City's Comprehensive Plan to decline below the adopted intersection Level of Service Standard, or that a financial commitment (embodied in a development agreement) is not in place to complete the necessary improvements or strategies within six years of the proposed developments, the transfer shall be denied. The holder of an issued CRC does not "own" the trips identified in the CRC, and is not entitled to a decision allowing transfer to take place simply because the trips are included in a previously issued CRC.

7. There is no administrative appeal of the City's decision on trip transfers and the analysis fee shall not be refunded after a determination has been made.

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.

Section 3. Effective Date and Sunset Clause. 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. This Ordinance shall automatically terminate and be of no further effect on August 1, 2007. No additional action by the Council shall be required for this Ordinance to terminate on such date.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 200\_.

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: \_\_\_\_\_



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

**Subject: Master Fee Resolution**

**Proposed Council Action:**

Move the approval of the Master Fee Resolution as presented.

**Dept. Origin:** Community Development

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

**For Agenda of:** **May 29, 2007**

**Exhibits:** Resolution

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*CVH 5/23/07*  
*RHK 5/22/07*  
*CAM 5/22/07*  
*DL 5/22/07*  
*JPV 5/22*

Expenditure	Amount	Appropriation
Required \$0	Budgeted \$0	Required \$0

**INFORMATION / BACKGROUND**

The Council approved a Master Fee Resolution (#711) for Community Development Department Fees at the May 14, 2007 meeting. The Resolution inadvertently excluded the previously adopted 'base plan' building permit fees.

The resolution repeals the previous Master Fee Resolution and includes the 'base plan' building permit fee.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

Move the approval of the Master Fee Resolution as presented.



RESOLUTION NO. 7xx

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, WHICH ESTABLISHES FEES FOR COMMUNITY DEVELOPMENT LAND USE APPLICATIONS AND PERMITS; BUILDING PERMIT FEES; AND ENGINEERING FEES; REPEALING RESOLUTIONS NO. 711, 671, 639, 512, AND ALL PREVIOUS RESOLUTIONS ESTABLISHING FEES FOR THE SAME PURPOSES.**

---

**WHEREAS**, the City of Gig Harbor has established land use, engineering and other community development fees by Resolution; and,

**WHEREAS**, the Gig Harbor City Council has requested that the Community Development Department evaluate fees on an annual basis and, as necessary, propose adjustments to the fee schedule; and,

**WHEREAS**, the last update occurred in May 2007 in Resolution No. 711; and,

**WHEREAS**, the Community Development Department is proposing several adjustments to the Fee Schedule during this annual evaluation as shown in Exhibit A; and,

**WHEREAS**, the revised fee schedule provides appropriate adjustments to existing fees, and reflects the City's costs relating to the processing of applications, inspecting and reviewing plans, or preparing detailed statements pursuant to chapter 43.21C RCW; and,

**WHEREAS**, the proposed fee schedule adjustments are deemed necessary to maintain fair and equitable application fees.

**NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL HEREBY AMENDS THE COMMUNITY DEVELOPMENT FEES FOR 2007 AND ESTABLISHES THE FEE SCHEDULE AS PER THE ATTACHED EXHIBIT "A".**

APPROVED:

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

ATTEST:

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

Filed with City Clerk: 05/22/07  
Passed by City Council:

Exhibit "A"

CITY OF GIG HARBOR  
COMMUNITY DEVELOPMENT  
FEE SCHEDULE

**A. LAND USE PERMIT APPLICATION FEES**

When a development proposal involves two or more permits listed in 3 through 14 below being processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees and the fees listed in 15 through 20 below are not subject to the 50% reduction.

<b>1) Amendment to Comprehensive Plan</b>	
Land Use Map Designation	\$3,000.00
Urban Growth Area Adjustment	\$1,000.00
Text	\$1,000.00
<b>2) Amendments to Zoning Code</b>	
Zoning District Boundary	\$3,000.00
Text	\$1,000.00
<b>3) Conditional Use Permit</b>	
Single-family / Accessory Dwelling Unit	\$500.00
Existing Nonresidential / Multiple-family Dev.	\$1,000.00
New Nonresidential / Multiple-family Dev.	\$3,000.00
<b>4) Variance</b>	
Single Family	\$500.00
Non-Single Family	\$1,000.00
Administrative Variance	\$250.00
Interpretation	\$500.00
<b>5) Site Plan Review</b>	
Site Plan Review	\$3,000.00
Site Plan Review – Engineering	\$1,450.00
Major Site Plan Amendment	\$3,000.00
Major Site Plan Amendment - Engineering	\$1,000.00
Minor Site Plan Amendment	\$500.00
Minor Site Plan Amendment - Engineering	\$400.00
<b>6) Planned Residential District</b>	\$3,000.00
(Exclusive of Subdivision fees)	
<b>7) Planned Unit Development</b>	\$3,000.00
(Exclusive of subdivision fees)	
<b>8) Performance Based Height Exception</b>	\$1,000.00
<b>9) Subdivisions</b>	
Preliminary Plat	\$3,000.00 + \$50.00/lot
Preliminary Plat - Engineering	\$1,900.00
Final Plat	\$1,000.00 + \$50.00/lot

Final Plat - Engineering	\$1,500.00
Replats	\$3,000.00 + \$50.00/lot
Plat Alterations	\$1,000.00

**10) Short Subdivisions**

Summary Action	\$1,500.00
Plat Amendment	\$500.00
Summary Action - Engineering	\$500.00
Boundary Line Adjustment	\$500.00
Boundary Line Adjustment - Engineering	\$100.00

**11) Binding Site Plans**

Binding Site Plan	\$1,500.00
Binding Site Plan - Engineering	\$1,450.00
Amendments	\$500.00

**12) Shoreline Management Permits**

Substantial Development (based upon actual costs or fair market value, whichever is higher)

< \$10,000	\$1,000.00
> \$10,000 < \$100,000	\$2,000.00
> \$100,000 < \$500,000	\$3,000.00
> \$500,000 < \$1,000,000	\$5,000.00
> \$1,000,000	\$7,500.00
Variance (w/o SDP)	\$1,000.00
Variance with SDP	\$500.00
Conditional Use (w/o SDP)	\$3,000.00
Conditional Use with SDP	\$1,500.00
Revision	\$500.00
Request for Exemption	\$100.00

**13) Wetlands/Critical Areas Analysis**

Steep Slopes/Erosion Hazard	\$500.00
Critical Habitat	\$500.00
Wetlands Preliminary Site Investigation	\$500.00
Wetlands Report Review	\$500.00
Reasonable Use Permit	\$1,500.00
Flood Plain Development Permit	\$500.00

**14) Communications Facilities Application Review**

General Application Review	\$500.00
Special Exception	\$500.00
Conditional Use	\$3,000.00

**15) Design Review**

Up to 10,000 sq. ft. nonresidential floor area (NRFA)	\$75.00/each 1,000 sq. ft.
10,001-20,000 sq. ft. NRFA	\$100.00/each 1,000 sq. ft.
>20,000 sq. ft. NRFA	\$125.00/each 1,000 sq. ft.
Multifamily (3 or more attached dwelling units)	\$200.00 per building + \$25.00/dwelling unit
Subdivision	\$500.00

Site plan or site plan amendment without NRFA	\$500.00
Single-family/duplex dwelling	\$75.00
<b>16) Sign Permits</b>	
All signs less than 25 sq. ft.	\$40.00
Change of Sign, all sizes	\$40.00
Request for Variance	\$500.00
Projecting	\$70.00
Wall Sign, non-illuminated:	
25-50 sq. ft.	\$70.00
51-99 sq. ft.	\$90.00
>100 sq. ft.	\$110.00
Wall Sign, illuminated:	
25-50 sq. ft.	\$80.00
51-99 sq. ft.	\$100.00
>100 sq. ft.	\$120.00
Ground Sign, non-illuminated:	
25-50 sq. ft.	\$100.00
51-100 sq. ft.	\$120.00
Ground Sign, illuminated:	
25-50 sq. ft.	\$120.00
51 -100 sq. ft.	\$140.00
Master Sign Plan Review (per Building)	
1 - 5 Tenants	\$100.00
6 - 12 Tenants	\$150.00
13+ Tenants	\$200.00
<b>17) Development Agreements</b>	\$500.00 + City Attorney fees
<b>18) Special Use Permit</b>	\$50.00
<b>19) Historic Registry Nomination</b>	\$100.00
<b>20) Appeals/Reconsideration</b>	
To the Hearing Examiner:	
Reconsideration	\$150.00
Administrative Variance	\$250.00
Administrative Decision	\$250.00
To the Building Code Advisory Board:	\$500.00
<b>B. <u>ENVIRONMENTAL REVIEW (SEPA)</u></b>	
<b>1) Checklist</b>	\$300.00
<b>2) Environmental Impact Statement</b>	
Prepared by Staff	Actual Cost
Prepared by Consultant	Actual Cost
<b>3) Appeals of Decisions</b>	
Administrator's Final Determination (DNS or EIS)	\$250.00

**C. ANNEXATION PETITION**

Less than 10 acres	\$400.00
10 - 50 acres	\$1,200.00
50 - 100 acres	\$2,000.00
100 + acres	\$3,500.00

**D. REQUESTS FOR INFORMATION**

1) Land-use information, verbal	No Charge
2) Land-use information, written response requested related to active permit	No Charge
3) Land-use information, written response requested, file search required	Cost of Copying Requested Documents

**E. STAFF PREAPPLICATION REVIEW**

\$300.00 (includes a written summary of the meeting)

**F. ADVERTISING FEES:**

For those applications which require a notice of public hearing to be published in a newspaper of general circulation, the applicant shall bear the costs of all advertising.

**G. COPY SERVICES**

1) Zoning Map/Comprehensive Plan Land Use Map (24" x 36")	\$6.25
2) Zoning Code	\$38.00
3) Comprehensive Plan	\$36.00
4) Shoreline Master Program	\$11.25
5) Critical Areas Map (24"x 36")	\$6.25
6) Visually Sensitive Area (24"x 36")	\$6.25
7) Design Manual	\$17.40
8) Full Size Bond Reproduction (By Outside Service)	\$0.60 per SF
9) Full Size Bond Reproduction (In House)	\$6.25
10) 8-1/2" x 11" & 11" x 17" Copies	\$0.15
11) 8-1/2" x 11" & 11" x 17" Color Copies	\$0.25

**H. FEE WAIVERS AND REQUIREMENTS**

Application fees may be reimbursed at the following rate (percent of total fee):

Request to withdraw application prior to any public notice issued	100%
Request to withdraw application after public notice issued.	85%
Request to withdraw application following a public hearing	35%
Request to withdraw application after final action on permit by Hearing Examiner or City Council	0%

Traffic report preparation fees, if addressed in a Hearing Examiner appeal, may be reimbursed to the extent directed by the Examiner in the Examiner's final decision.

**I. REVIEW OF PROJECTS IN UGA OUTSIDE CITY LIMITS WHERE CITY SEWER AND/OR WATER IS REQUESTED**

The fee for city staff review of applications which have submitted a request to the City Council for utility extension services is 50% of the comparable land use permit fee as set forth in section A.

Utility Extension Request \$500

**J. ENGINEERING FEES**

**Traffic Report Preparation**

	Base Fee	Fee for Additional
PM Peak Hour Trips		
2-10	\$1,250.00	\$0.00
Over 10	\$1,250.00	Plus \$10.00 per trip over 10

**Engineering Permit Fees:**

Public Works Variance	\$1,200
Building Review-Single Family Residence (SFR)	\$80
Right of way (Residential)	\$100
Right of way (Commercial)	\$150
Right of way (Temporary)	\$25
Water CRC (Non-SFR)	\$80
Sewer CRC (Non-SFR)	\$80
Transportation CRC (Non-SFR)	\$80
Comprehensive Plan Change (Utility Element)	\$1,200 (plus consultant fees)
Utility System Consistency Review	\$1,200 (plus consultant fees)

**Engineering Plan Review Fees:**

Water: linear feet	\$150.00 for 1st 150 linear feet (lf) + \$0.28/lf
Sewer: linear feet	\$150.00 for 1st 150 linear feet (lf) + \$0.28/lf
Street or street w/curb, gutter and sidewalk	\$150.00 for 1st 150 linear feet (lf) + \$0.37/lf
Curb, gutter and sidewalk only	\$150.00 for 1st 150 linear feet (lf) + \$0.37/lf
Storm: Number of catch basins	\$110.00 for 1st + \$15.00 for each additional
Storm: Retention and detention facilities	\$150.00 each facility
Lighting (per luminaire)	\$120.00 + \$10.00 per luminaire
Signals	\$500.00 per intersection
Right-of-way access	\$40.00 for each Access
Resubmittal (3rd submittal)	\$80.00 per hour (8 hour minimum)

**Engineering Construction Inspection Fees:**

Water: linear feet	\$270.00 for 1st 150 linear feet (lf) + \$1.50/lf
Sewer: linear feet	\$270.00 for 1st 150 linear feet (lf) + \$1.50/lf
Sewer: residential step system	\$190.00 for each residence
Street	\$270.00 for 1st 150 linear feet (lf) + \$1.10/lf
Curb, gutter and sidewalk only	\$270.00 for 1st 150 linear feet (lf) + \$1.10/lf
Storm	\$130.00 per retention area + \$0.55/lf pipe
Lighting (per luminaire)	\$130.00 + \$15.00 per luminaire
Signals	\$1,030.00 per intersection
Right-of-Way Access - Overhead	\$290.00 for 1st 150 linear feet (lf) + \$0.08/lf
Right-of-Way Access – Underground	\$290.00 for 1st 150 linear feet (lf) + \$0.15/lf

Grease interceptor permit

\$195.00

**K. BUILDING PERMIT FEES**

**Table 1-1  
Building Permit Fees**

Total Valuation	Fee
\$1.00 to \$500.00	\$30.50
\$501.00 to \$2,000.00	\$30.50 for the first \$500.00 plus \$4.50 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2,001 to \$25,000	\$88.00 for the first \$2,000.00 plus \$18.50 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$493.00 for the first \$25,000.00 plus \$13.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$811.00 for the first \$50,000.00 plus \$10.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,252.00 for the first \$100,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,075.00 for the first \$500,000.00 plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,067.00 for the first \$1,000,000.00 plus \$4.50 for each additional \$1,000.00 or fraction thereof
Demolition Permit	\$109.00
<b>Building Permit Plan Review Fees</b>	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
<b>Base Plan Fees</b>	
Base Plan Application Filing Fee.	\$50.00
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	70% of the plan review fee calculated under T 1-1 for new construction.

<b>Grading Plan Review Fees</b>	
100 Cu. Yds. or less	\$30.40
101 to 1000 Cu Yds.	\$47.00
1,001 to 10,000 Cu. Yds.	\$63.00
10,001 to 100,000 Cu. Yds.	\$63.00 for the first 10,000 plus \$31.50 each additional 10,000 or fraction thereof.
100,001 to 200,000 Cu. Yds.	\$340.00 for the first 100K plus \$17.50 for each additional 10,000 or fraction thereof.
200,001 Cu. Yds. or more	\$507.00 for the first 200,000 plus \$10.00 for each additional 10,000 or fraction thereof.
<b>Grading Permit Fees</b>	
100 Cu. Yds. or less	\$47.00
101 to 1000 Cu. Yds.	\$47.00 for the first 100 Cu. Yds. plus \$23.00 for each additional 100 Cu. Yds or fraction thereof.
1,001 to 10,000 Cu. Yds.	\$245.50 for the first 1,000 Cu. Yds. plus \$18.50 for each additional 1,000 Cu. Yds. or fraction thereof.
10,001 to 100,000 Cu. Yds.	\$409.50 for the first 10,000 Cu. Yds. plus \$84.00 for each additional 10,000 Cu. Yds. or fraction thereof.
100,001 Cu. Yds or more	\$1,159.00 for the first 100,000 Cu. Yds. plus \$47.00 for each additional 10,000 Cu. Yds. or fraction thereof.

**Table 1-2**  
**Square Foot Construction Costs<sup>a,b,c</sup>**

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	180.22	174.42	170.37	163.36	151.92	151.11	158.20	140.76	135.70
	Theaters, without stage	166.23	160.44	156.38	149.39	137.93	137.14	144.23	126.77	121.71
A2	Assembly, nightclubs	\$135.94	\$132.13	\$128.82	\$123.98	\$115.98	\$114.57	\$119.46	\$105.64	\$102.14
	Restaurants, bars, banq. halls	134.85	131.04	126.64	122.90	113.81	113.48	118.37	103.47	101.06
A-3	Assembly, churches	166.91	161.12	157.06	150.06	138.59	137.79	144.91	127.44	122.38
	General, comm.. halls, libraries museums	138.20	132.41	127.26	121.34	108.78	109.87	116.20	97.63	93.65
A-4	Assembly, arenas	134.85	131.04	126.19	122.90	113.81	113.48	118.37	103.47	101.06
B	Business	138.82	133.79	129.53	123.47	110.48	109.88	118.76	98.67	94.94
E	Educational	145.77	140.85	136.82	130.76	120.62	117.77	126.44	107.77	103.74
F-1	Factory/Industrial, mod. Hazard	84.18	80.32	75.52	73.23	63.28	64.36	70.25	53.96	51.27
F-2	Factory/Industrial, low hazard	83.10	79.23	75.52	72.15	63.28	63.28	69.16	53.96	50.18



Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
H-1	High hazard, explosives	79.07	75.20	71.49	68.12	59.41	59.41	64.81	50.10	N.P.
H-2-4	High hazard	79.07	75.20	71.49	68.12	59.41	59.08	65.13	50.10	46.31
H-5	HPM	138.82	133.79	129.53	123.47	110.48	109.88	118.76	98.67	94.94
I-1	Institutional, supervised	137.07	132.37	128.81	123.58	113.38	133.32	119.84	104.21	100.08
I-2	Institutional, incapacitated	231.07	226.05	221.79	215.73	202.35	N.P.	211.02	190.53	N.P.
I-3	Institutional, restrained	157.69	152.66	148.41	142.35	130.69	128.99	137.63	118.87	112.97
I-4	Institutional, day care	137.07	132.37	128.81	123.58	113.38	113.32	119.84	104.21	100.08
M	Mercantile	101.30	97.49	93.08	89.33	80.78	80.45	84.80	70.43	68.03
R-1	Residential, hotels	138.45	133.74	130.18	124.96	114.82	114.76	121.27	105.64	101.53
R-2	Residential, multi-family	138.44	132.78	128.52	122.25	110.29	110.20	118.02	99.27	94.32
R-3	Residential, 1/2 family	131.49	127.85	124.70	121.27	115.52	115.25	119.24	109.99	102.10
R-4	Residential, care/asst. living	137.07	132.37	128.81	123.58	113.38	113.32	119.84	104.21	100.08
S-1	Storage, moderate hazard	77.98	74.11	69.31	67.03	57.24	58.32	64.05	47.93	45.23
S-2	Storage, low hazard	76.89	73.03	69.31	65.95	57.24	57.24	62.96	47.93	44.14
U	Utility, miscellaneous	\$59.55	\$56.30	\$52.96	\$50.31	\$43.64	\$43.64	\$47.49	\$35.88	\$34.16

- a. Private garages use utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. N.P. = not permitted

**Table 1-3  
Plumbing Permit Fees**

**Permit Issuance**

- 1. For issuing each permit \$25.00
- 2. For issuing each supplemental permit \$13.00

**Unit Fee Schedule (in addition to items 1 and 2 above)**

- 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefor) \$9.00
- 2. For each building sewer and each trailer park sewer \$18.50
- 3. Rainwater Systems - per drain (inside building) \$9.00
- 4. For each cesspool (where permitted) \$31.50
- 5. For each private sewage disposal system \$50.00
- 6. For each water heater and/or vent \$9.00
- 7. For each gas-piping system of one to five outlets \$6.50
- 8. For each additional gas-piping system outlet (per outlet) \$2.50

**Table 1-3  
Plumbing Permit Fees - cont.**

9. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps	\$19.00
10. For each installation, alteration, or repair of water piping and/or water treating equipment, each	\$9.00
11. For each repair or alteration of drainage or vent piping, each fixture	\$9.00
12. For each lawn sprinkler system on any one meter including backflow protection devices therefore	\$9.00
13. For atmospheric-type vacuum breakers not included in item 12:	
1 to 5	\$6.50
over 5, each	\$1.50
14. For each backflow protective device other than atmospheric-type vacuum breakers:	
2 inch (51 mm) diameter and smaller	\$9.00
over 2 inch (51 mm) diameter	\$18.50
15. For each gray water system	\$50.00
16. For initial installation and testing for a reclaimed water system (excluding initial test)	\$38.00
17. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$38.00
18. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$63.00
19. For each additional medical gas inlet(s)/outlet(s)	\$6.50

**Plan Review Fee**

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

**Table 1-4  
Mechanical and Fuel Gas Permit Fees**

**Permit Issuance**

1. For issuing each permit	\$30.50
<b>Unit Fee Schedule (in addition to issuance fee above)</b>	
2. HVAC units up to and including 100,000 Btu	\$19.50
3. HVAC units over 100,000 Btu	\$24.00
4. Each appliance vent or diffuser without appliance	\$10.00
5. Repair of each appliance & refrigeration unit	\$17.50
6. Each boiler / compressor 100,000 Btu or 3 hp	\$19.50
Each over 100K to 500K Btu or over 3 hp to 15 hp	\$35.00
Each over 500K to 1,000K Btu or over 15 hp to 30 hp	\$48.00
Each over 1,000K to 1,750K Btu or over 30 hp to 50 hp	\$70.50
Each over 1,750K or over 50 hp	\$117.50
7. Each air handler up to 10,000 cfm	\$14.50
8. Each air handler over 10,000 cfm	\$24.00
9. Each VAV box	\$14.50

**Table 1-4  
Mechanical and Fuel Gas Permit Fees - cont.**

10. Each evaporative cooler other than portable type	\$14.50
11. Each ventilation fan connected to a single duct	\$10.00
12. Each ventilation system not part of a system under permit	\$14.00
13. Each hood served by mech. exhaust system including the ductwork	\$14.00
14. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts)	\$14.00
15. Each fuel gas piping system of one to five outlets	\$6.50
16. Each additional fuel gas outlet	\$2.50

**Plan Review Fee**

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code.

**Table 1-5  
Fire System Permit Fees**

<b>Type of Fire Protection System</b>	<b>Fees (includes plan review, testing, and inspection)</b>
<b>Fire Alarm Systems</b>	
New Com./Multi. Fam. (first 4 zones)	\$434.50 plus \$1.50 per device
Additional zones	\$54.50 ea. plus \$1.50 per device
Tenant Improvement	\$326.00 plus \$1.50 per device
Additional Zones	\$54.50 plus \$1.50 per device
Residential (1-2 fam. dwellings)	\$174.50 plus \$1.50 per device
Sprinkler supervision/notification only	\$185.00 plus \$1.50 per device
System upgrade	One half the above listed fees for new work.
<b>Fire Sprinkler Systems</b>	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	\$190.00 +3.00/head
2. Each wet riser over 99 heads	\$532.00
3. Each dry riser over 99 heads	\$661.50
4. Each new deluge or pre-action system	\$661.50
5. Each new combination system	\$858.00
6. Sprinkler underground	\$137.00
7. Revision to existing system	\$60.00+ 2.25/ head
8. High piled stock or rack system	
Add to riser fee	\$342.00
NFPA 13D systems	
1. Per dwelling unit fee	\$274.00
<b>Standpipe Systems</b>	
1. Each new Class 1 system	
Dry system	\$263.00
Wet system	\$377.00
2. Each new Class 2 system	\$456.00

**Table 1-5  
Fire System Permit Fees – cont.**

3. Each new Class 3 system	\$456.00
<b>Fire Pumps</b>	\$827.50
<b>Type I Hood Suppression Systems</b>	
1. Pre-engineered	\$215.00
2. Custom engineered	\$377.00
<b>Fixed Pipe Fire Suppression</b>	
1. Pre-engineered	\$228.00
2. Custom engineered	\$524.50

**Table 1-6  
Additional Services**

1. Inspections outside of normal business hours	\$60.00 per hour <sup>1</sup>
2. Reinspection fee	\$60.00 per hour
3. Inspections for which no fee is specifically indicated	\$60.00 per hour
4. Fire Code Operational Permit Inspection	\$60.00 per hour
5. Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	\$60.00 per hour
6. Temporary Certificate of Occupancy	\$217.50
7. Certificate of Occupancy for change in use	\$60.00
8. Adult Family Home licensing inspection	\$60.00
9. Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
10. Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.

<sup>1</sup> A two hour minimum fee will be charged for all additional services involving employee overtime.

**Table 1-7  
Fire Code Operational and Construction Permit Fees**

<b>Operation</b>	<b>Fee</b>
Aerosol Products	\$60.00
Amusement Buildings	\$60.00
Aviation Facilities	\$119.50
Carnivals and fairs	\$60.00
Battery systems	\$119.50
Cellulose nitrate film	\$60.00
Combustible dust producing operations	\$60.00
Combustible fibers	\$60.00
Exception: Permit not required for agricultural storage	

**Table 1-7  
Fire Code Operational and Construction Permit Fees - cont.**

Compressed gases	\$60.00
Exception: Vehicles using CG as a fuel for propulsion	
See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for:	\$60.00
placement of retail fixtures and displays, concession equipment,	
displays of highly combustible goods and similar items in the mall;	
display of liquid or gas fired equipment in the mall;	
use of open flame or flame producing equipment in the mall.	
Cryogenic fluids	\$60.00
Exception: Vehicles using cryogenic fluids as a fuel for propulsion	
or for refrigerating the lading.	
See IFC T. 105.6.11 for permit amounts	
Dry cleaning plants	\$60.00
Exhibits and trade shows	\$60.00
Explosives	\$119.50
Fire hydrants and valves	\$60.00
Exception: Authorized employees of the water company	
or fire department.	
Flammable and combustible liquids	\$119.50
In accordance with IFC 105.6.17	
Floor finishing	\$60.00
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	\$60.00
Using ethylene gas	
Fumigation and thermal insecticidal fogging	\$60.00
Hazardous materials	\$60.00
See IFC T. 105.6.21 for permit amounts	
HPM facilities	\$119.50
High piled storage	\$119.50
In excess of 500 sq. ft.	
Hot work operations	\$60.00
In accordance with IFC 105.6.24	
Industrial ovens	\$60.00
Lumber yards and woodworking plants	\$60.00
Liquid or gas fueled vehicles or equipment	\$60.00
In assembly buildings	
LP Gas	\$119.50
Exception: 500 gal or less water capacity container	
serving group R-3 dwelling	
Magnesium working	\$60.00
Miscellaneous combustible storage	\$60.00
In accordance with IFC 105.6.30	
Open burning	\$60.00
Exception: Recreational fires	
Open flames and torches	\$60.00
Open flames and candles	\$60.00
Organic coatings	\$60.00
Places of assembly	\$60.00

**Table 1-7**

**Fire Code Operational and Construction Permit Fees - cont.**

Private fire hydrants	\$60.00
Pyrotechnic special effects material	\$60.00
Pyroxylin plastics	\$60.00
Refrigeration equipment	\$60.00
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	\$60.00
Rooftop heliports	\$119.50
Spraying or dipping	\$60.00
Using materials regulated under IFC Ch. 15	
Storage of scrap tires and tire byproducts	\$60.00
Temporary membrane structures, tents and canopies	\$60.00
Except as provided in IFC 105.6.44	
Tire re-building plants	\$60.00
Waste handling	\$60.00
Wood products	\$60.00
 <b>Required Construction Permits</b>	
Automatic fire extinguishing systems	Ref. Table 1-5
Compressed gases except as provided under IFC 105.7.2	Ref. Table 1-3
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.5	\$119.50
Hazardous materials	\$119.50
Industrial ovens regulated under IFC Ch. 21	\$119.50
LP Gas - installation or modification of LP gas system	Ref. Table 1-4
Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	\$119.50
Standpipe system	Ref. Table 1-4
Temporary membrane structures tents and canopies	Included in Op.
Except as provided under IFC 105.7.12	Permit Fee



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

**Subject:** Public Hearing and First Reading of Ordinance - Butler Drive Street Vacation proposed by Mr. & Mrs. Sterling Griffin at 3619 Butler Dr.

**Proposed Council Action:** Conduct a public hearing on the proposed Street Vacation and either grant or deny the petition, with or without conditions as provided for in section 12.14.012 GHMC.

**Dept. Origin:** Community Development

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

**For Agenda of:** May 29, 2007

**Exhibits:**

- Petition for Vacation dated February 27, 2007
- Legal Description
- Site Plan
- Aerial Photograph

Initial & Date

**Concurred by Mayor:**

*CLA 5/24/07*

**Approved by City Administrator:**

*RJK 5/24/07*

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

*CPM 5/24/07*

**Approved by Finance Director:**

*J N/A*

**Approved by Department Head:**

*J 5/22*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

Butler Drive was acquired by the City through the Harborview Addition Plat in December 1956 and is classified as a local street. The portion of Butler Drive requested for vacation is unimproved and covered with vegetation. The fair market value of the requested vacation of approximately 2,527 square feet of Butler Drive has not been determined. If approved, an appraisal will be required and the property owner will be required to compensate the City in the full amount equal to that of the fair market value as provided for in 12.14.018 GHMC.

The proposed street vacation by Mr. and Mrs. Sterling Griffin at 3619 Butler Drive is in conjunction with their proposed Griffin Short Plat. A portion of the area proposed for vacation will be used as an area to be included for Lot 2 of the proposed Short Plat with most of the remainder of the area to be used for a driveway access for both lots 1 and 2.

There is an existing water service line that runs along the right-of-way as well as a storm drain line running to the north. Butler Drive is a dead-end public street. The portion that is requested to be vacated is covered with vegetation and has not been used for public access.

The Director of Operations has noted that if the Street Vacation is granted, a fifteen foot (15') easement be retained for the future maintenance of the existing water service and storm drain line. The exact location of the water and storm line must be determined by the property owner during the proposed short subdivision process.

The Building Official/Fire Marshal has noted that if approved, an emergency vehicle turnaround will be required to be installed and properly marked as a fire lane as a platted easement or City right-of-way. The requirement for an emergency vehicle turnaround would be a condition of approval imposed during the short subdivision process.

The Gig Harbor Municipal Code provides that the hearing on such petition may be held before the City Council or before a committee thereof upon the date fixed by resolution or at the time said hearing may be adjourned to. The City Council may grant the petition to vacate the street, alley, or any part thereof by ordinance, with or without conditions, or the City Council may deny the petition pursuant to 12.14.012 GHMC.

A draft Ordinance for approval has been included and will be revised accordingly prior to a second reading should the Council move approval of this request.

**FISCAL CONSIDERATION**

The \$150.00 prehearing fee and \$500.00 appraisal fee (refundable if the request is denied) have been paid in accordance with 12.14.004 GHMC.

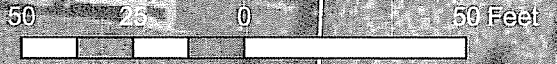
**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

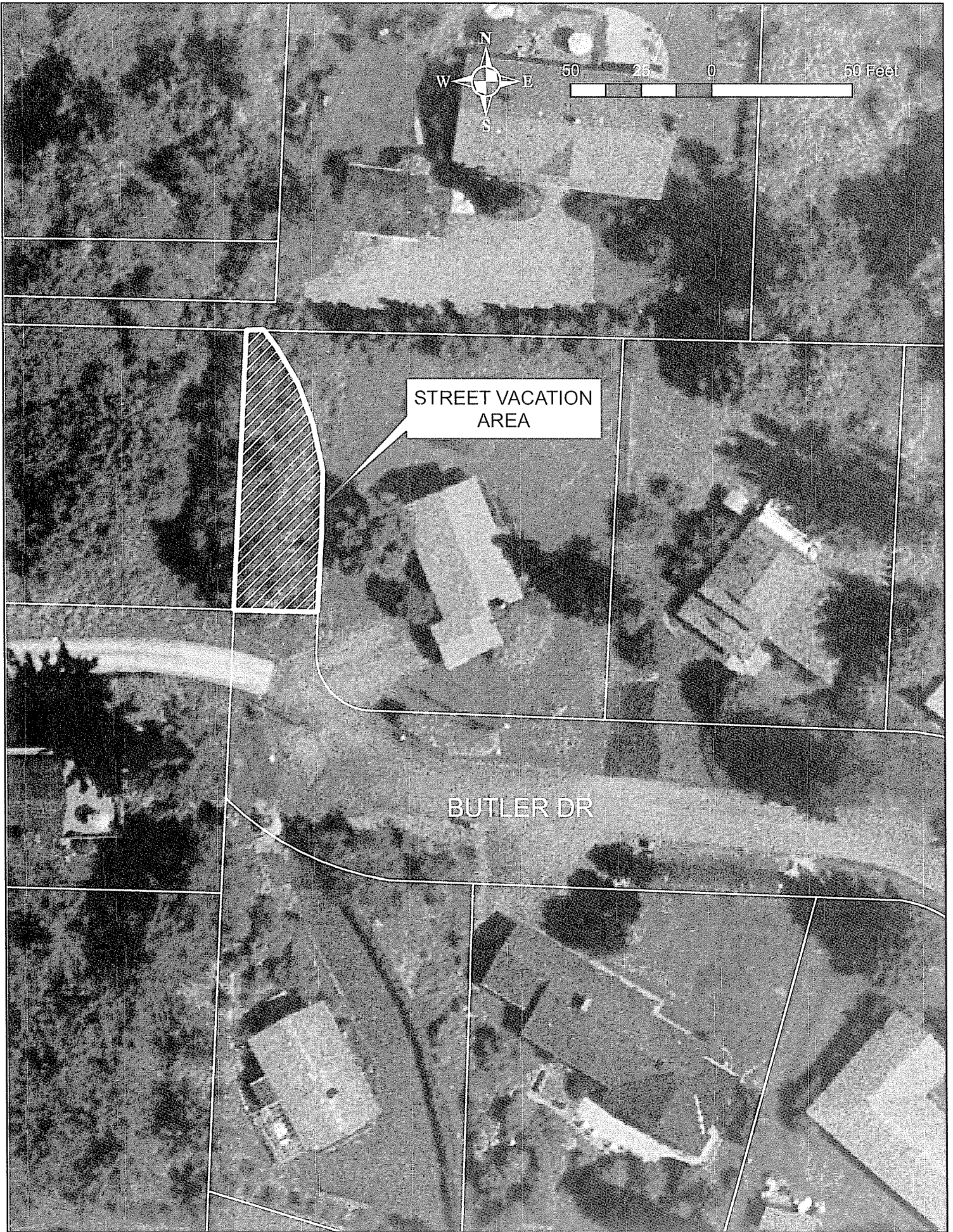
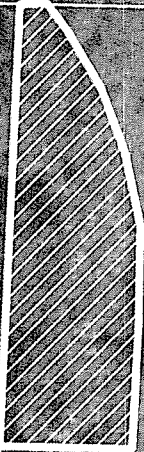
Conduct a public hearing on the proposed Street Vacation and either grant or deny the petition, with or without conditions as provided for in section 12.14.012 GHMC.





STREET VACATION  
AREA

BUTLER DR



February 27, 2007

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

**RECEIVED**

FEB 28 2007

**CITY OF GIG HARBOR  
OPER. & ENGINEERING**

RE: Petition for Street Vacation

Dear Steve,

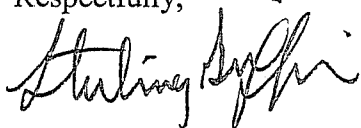
My wife and I are the owners of a single family residence located at 3619 Butler Drive partially fronted by a one-half wide (remaining portion) of Butler Street within the City of Gig Harbor.

We hereby petition the City to vacate that remaining portion of Butler Drive comprised of approximately 2526.99 SF (see attached survey) and allow that vacated portion of Butler Drive be purchased at fair market value by my husband and myself.

Attached you will find a legal description for the proposed vacated portion of Butler Drive requested in this petition. Also included is a check for \$150.00 for processing and \$500.00 for appraisal fee.

We await your staff and the City Council's positive response to our petition request.

Respectfully,



Mr. & Mrs. Sterling Griffin

## **BUTLER DRIVE VACATION**

THAT PORTION BUTLER DRIVE IN BLOCK 2, PLAT OF HARBORVIEW ADDITION PER VOLUME 18 OF PLATS, AT PAGE 5, AUDITORS FILE NUMBER 1780382, RECORDS OF PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE ALONG THE WEST LINE OF SAID BLOCK 2, SOUTH 01°15'28" WEST 100.02 FEET; THENCE PARRELL WITH AND 100 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 2 SOUTH 89°59'40" EAST 30.01 FEET TO THE EAST MARGIN OF SAID BUTLER DRIVE; THENCE ALONG SAID EAST MARGIN NORTH 01°15'28" EAST 38.06 FEET; THENCE CONTINUING ALONG SAID MARGIN ON A 90.00 FOOT RADIUS TANGENT CURVE TO THE NORTHWEST AN ARCLLENGTH OF 67.62 FEET TO THE NORTH LINE OF SAID BLOCK 2; THENCE ALONG SAID NORTH LINE NORTH 89°59'40" WEST 5.77 FEET TO THE POINT OF BEGINNING.

## **EASEMENT FOR TPN 0221082166:**

THE WEST 20 FEET OF THE SOUTH 20 FEET OF THE NORTH 100 FEET OF BLOCK 2, PLAT OF HARBORVIEW ADDITION, PER VOLUME 18 OF PLATS, AT PAGE 5, AUDITORS FILE NUMBER 1780382, RECORDS OF PIERCE COUNTY, WASHINGTON.

## **RESULTANT PARCEL 1:**

THAT PORTION LOT 1 AND VACATED BUTLER DRIVE IN BLOCK 2, PLAT OF HARBORVIEW ADDITION PER VOLUME 18 OF PLATS, AT PAGE 5, AUDITORS FILE NUMBER 1780382, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 2;  
THENCE SOUTH 80°10'01" EAST 73.98 FEET;  
THENCE NORTH 66°18'03" EAST 98.64 FEET;  
THENCE SOUTH 23°36'13" EAST 50.65 FEET;  
THENCE SOUTH 89°59'40" EAST 9.64 FEET TO THE EAST LINE OF SAID LOT 1 AND THE TERMINUS.

## **RESULTANT PARCEL 2:**

THAT PORTION LOT 1 AND VACATED BUTLER DRIVE IN BLOCK 2, PLAT OF HARBORVIEW ADDITION PER VOLUME 18 OF PLATS, AT PAGE 5, AUDITORS FILE NUMBER 1780382, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 2;  
THENCE SOUTH 80°10'01" EAST 73.98 FEET;  
THENCE NORTH 66°18'03" EAST 98.64 FEET;  
THENCE SOUTH 23°36'13" EAST 50.65 FEET;  
THENCE SOUTH 89°59'40" EAST 9.64 FEET TO THE EAST LINE OF SAID LOT 1 AND THE TERMINUS.

N 89°58'00" W (P)

N 89°59'40" W 128.77'

AREA TO BE VACATED

LOT 1, BLOCK 2, PLAT OF HARBORVIEW ADDITION AS RECORDED IN PIERCE COUNTY, WASHINGTON UNDER RECORDING NUMBER 1780382;

SUBJECT TO AND TOGETHER WITH EASEMENTS, CONDITIONS AND/OR RESTRICTIONS OF RECORD.

S 01°16'31" W (P)  
S 01°15'28" W 43.26'

180.02  
100.08  
2526.99 SF

BUTLER DRIVE

30.01  
5.49  
38.06  
S 01°15'20" W 43.54'

TREE CLUMP

CONC. WALK

TREE CLUMP

GRAVEL

ASPHALT

HOUSE

WOOD DECK

CAR PORT

GRAVEL E.V.A.

N 89°58'48" W

71.85'

66.00

N 01°14'51" E N 01°16'31" E (P)

4" CHAIN LINK FENCE

3' WIRE FENCE

155.88'

10.00

BAMBOO

ASPHALT

S 89°59'05" E 177.51'

S 89°58" W (P)

61.31'

30'

30'

BUTLER DRIVE

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, GRANTING/DENYING THE STREET VACATION PETITION FOR \_\_\_\_\_ STREET.**

---

WHEREAS, the City Clerk received a petition for the vacation of \_\_\_\_\_ Street, pursuant to GHMC Section 12.14.002(A); and

WHEREAS, the petition was signed by the owners of more than two-thirds of the property abutting the part of the street sought to be vacated, pursuant to GHMC 12.14.002(C); and

WHEREAS, the petitioner paid the prehearing fee of \$150.00 and deposited \$500.00 with the City for the appraisal deposit, pursuant to GHMC Section 12.14.004; and

WHEREAS, on \_\_\_\_\_, 200\_\_, the City Council adopted Resolution No. \_\_\_\_\_, establishing the hearing date for the street vacation, pursuant to GHMC Section 12.14.002(D); and

WHEREAS, the City Clerk gave 20 days' notice of the public hearing by posting a written notice in three of the most public places in the City, and a like notice posted in a conspicuous place on the street sought to be vacated, pursuant to GHMC Section 12.14.008(A); and

WHEREAS, on \_\_\_\_\_, 200\_\_, the City Council held a public hearing on the vacation; Now, Therefore,

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

Section 1. With regard to \_\_\_\_\_ Street, and/or the portion of the Street sought to be vacated, the City Council finds:

A. The street was dedicated to the City in the plat of \_\_\_\_\_, recorded \_\_\_\_\_, \_\_\_\_.

B. The street was improved by the City as follows: (describe type of improvement, area of improvement, any figures on cost for maintenance)

C. The street has been opened and used as a public street since \_\_\_\_.  
Currently, it is classified as a \_\_\_\_\_ in the City's street classification system.

D. The street or portion of the street sought to be vacated does not abut any body of fresh or salt water.

E. There are no improvements planned for the street in the City's 6-Year Transportation Improvement Plan.

F. The City Engineer does not contemplate any future need for this street as part of the City's Transportation System. [Or, the City Engineer believes that the street may be needed in the future as part of the City's Transportation System, and explain why.]

G. Utilities exist in the street area to the following extent: \_\_\_\_\_.

H. Pursuant to GHMC 12.14.018, vacation of this street or portion of the street would have to be paid by the abutting owners in an amount equal to [fill in according to the code].

I. [Include any facts that relate to the petitioner's proposed use of the street that could be relevant to the Council's decision whether or not to vacate the street. For example, if the petitioner plans to make use of the street by constructing a building over the

existing utilities, and this would not be compatible with the City's expected decision to retain an easement to repair and maintain the utilities.]

Section 2. After considering the above facts, the City Council [grants/denies] the street vacation petition conditioned upon the reservation of easements described below and the petitioner's payment to the City as described below.

Section 3. [For a grant:] The City shall retain an easement to repair, replace, maintain and access the existing utilities. In addition, the City shall retain the right to exercise and grant future easements in respect to the vacated land for the construction, repair and maintenance of public utilities and services.

Section 4. [For a grant] The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor, as long as payment has been made to the City from the petitioners in the amount of \$\_\_\_\_\_. If payment has not been made to the City within thirty (30) days' after the passage of this ordinance, the Clerk shall not record this ordinance and this ordinance shall become null and void without further action by the City Council.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2007.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly M. 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:





Business of the City Council
City of Gig Harbor, WA

Subject: First Reading of an Ordinance Clarifying the Effect of a Transportation Capacity Reservation Certificate (CRC), and the Definition of an "Owner", along with the Definition of "Capacity".

Proposed Council Action: Approval of the Ordinance at the second reading.

Dept. Origin: Community Development Dept.

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

For Agenda of: May 29, 2007

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: [Signature] 5/24/07
Approved by City Administrator: [Signature] 5/24/07
Approved as to form by City Atty: [Signature] 5/24/07
Approved by Finance Director: [Signature] NA
Approved by Department Head: [Signature] 5/22

Table with 2 rows and 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. All values are 0.

INFORMATION / BACKGROUND

The purpose of this Ordinance is to make the following clarifications: First, an applicant with a Capacity Reservation Certificate does not imply that the applicant "owns" or has any ownership interest in the projected trips. Second, the term "Owner" is further defined to include a lessee of real property provided the lease exceeds twenty-five years, and the lessee is also the developer of the property. Third, the term "capacity" is further amended to mean, "or peak PM trips".

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approval of this Ordinance at the second reading.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRANSPORTATION CONCURRENCY, CLARIFYING THE EFFECT OF A TRANSPORTATION CRC, AND CHANGING THE DEFINITION OF AN "OWNER" and "CAPACITY" FOR PURPOSES OF THE CHAPTERS RELATING TO CONCURRENCY AND IMPACT FEES IN CHAPTERS 19.10 AND 19.12 TO INCLUDE A LESSEE WITH A LEASE MORE THAN TWENTY-FIVE YEARS, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.10.014 AND 19.14.010.**

---

WHEREAS, the City is currently reviewing a trip transfer procedure, to be effective until August 1, 2007; and

WHEREAS, City staff has contacted other jurisdictions to learn more about how trip transfers are performed elsewhere; and

WHEREAS, at least one jurisdiction noted that the City's ordinance should clarify the fact that once a Capacity Reservation Certificate (CRC) issues, the property owner or developer does not "own" the trips, and the transfer of the trips (if a transfer is allowed) must take place according to procedures adopted by the City; and

WHEREAS, the definition of "owner" for purposes of the concurrency and impact fee programs identified in Chapter 19.10 and 19.12 of the Gig Harbor Municipal Code includes a contract purchaser but not a lessee; and

WHEREAS, the definition of "capacity" defined in Chapter 19.14 is further defined to mean, "or "peak PM Trips"; and

WHEREAS, the City's SEPA responsible official determined that adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) as an Ordinance relating to procedures only; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of June 11th 2007; and

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

Section 1. Section 19.10.014 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.10.014 Purpose of capacity reservation certificate.**

A. A transportation CRC is a determination by the director that: (1) the proposed development identified in the CRC application does not cause the level of service on a city-owned road facility to decline below the standards adopted in the transportation element of the city's comprehensive plan, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. Upon issuance of a transportation CRC, the director will reserve transportation facility capacity for this application until the expiration of the underlying development permit or as otherwise provided in GHMC 19.10.020. Although the CRC may identify the number of projected trips associated with the proposed development, nothing in this chapter (including the trip transfer procedures) shall imply that the applicant "owns" or has any ownership interest in the projected trips.

B. A water CRC is a determination by the director that: (1) the proposed development identified in the CRC application does not exceed the city's existing water rights or the limits of any state issued permit, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. Upon issuance of a water CRC, the director will reserve water capacity for the application until the expiration of the underlying development permit or as otherwise provided in GHMC 19.10.020, or as set forth in the outside city limits utility extension agreement.

C. A sewer CRC is a determination by the director that: (1) the proposed development identified in the CRC application does not exceed the city's existing NPDES permit limits or the existing capacity in the city's wastewater treatment plant, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. Upon issuance of a sewer CRC, the director will reserve sewer capacity for the application until the expiration of the underlying development permit or as otherwise provided in GHMC 19.10.020 or as set forth in the outside city limits utility extension agreement.

D. The factors affecting available water or sewer capacity or availability may, in some instances, lie outside of the city's control. The city's adoption of this chapter relating to the manner in which the city will make its best attempt to allocate water or sewer capacity or availability does not create a duty in the city to provide

water or sewer service to the public or any individual, regardless of whether a water or sewer CRC has issued. Every water availability certificate and water or sewer CRC shall state on its face that it is not a guarantee that water and/or sewer will be available to serve the proposed project.

Section 2. Section 19.14.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.14.010 Definitions.**

The following words and terms shall have the following meanings for the purpose of Chapters 19.10 and 19.12 GHMC, the concurrency and impact fee chapters, unless the context clearly appears otherwise. Terms otherwise not defined herein shall be given the meaning set forth in RCW 82.02.090, or given their usual and customary meaning:

1. "Act" means the Growth Management Act, Chapter 36.70A RCW, or as hereinafter amended.
2. "Adequate public facilities" means facilities which have the capacity to serve development without decreasing levels of service below locally established minimums.
3. "Approving authority" means the city employee, agency or official having authority to issue the approval or permit for the development activity involved.
4. "Annual capacity availability report" means the report prepared each year to include available and reserved capacity for each public facility, and identifying those proposed and planned capital improvements for each public facility that will correct deficiencies or improve levels of service; a summary of development activity; a summary of current levels of service and recommendations.
5. Available Public Facilities. Facilities are in place, or a financial commitment has been made to provide the facilities, within six years.
6. "Capacity" means the ability of a public facility to accommodate users, expressed in an appropriate unit of measure, such as average daily trip ends, "or peak PM trips," within the LOS standards for the facility.
7. "Capacity, available" means capacity in excess of current demand ("used capacity") for a specific public facility which can be encumbered, reserved, or committed or the difference between capacity and current demand ("used capacity").
8. "Capacity, reserved" means capacity which has been reserved through use of the capacity reservation certificate process in Chapter 19.10 GHMC.

9. "Capacity, encumbered" means a reduction in the available capacity resulting from issuance of a capacity reservation certificate or that portion of the available capacity.

10. "Capacity evaluation" means the evaluation by the director based on adopted LOS standards to ensure that public facilities and services needed to support development are available concurrent with the impacts of such development, as defined in Chapter 19.10 GHMC.

11. "Capacity reservation certificate" means a determination made by the director that: (a) a proposed development activity or development phase will be concurrent with the applicable facilities at the time the CRC is issued; and (b) the director has reserved road capacity for an application for a period that corresponds to the respective developmental permit.

12. "Capital facilities" means the facilities or improvements included in a capital facilities plan.

13. "Capital facilities plan" means the capital facilities plan element of the city's comprehensive plan adopted pursuant to Chapter 36.70A RCW and RCW 36.70A.070, and any amendments to the plan.

14. "Change of use" means, for the purposes of this title, any change, redevelopment or modification of use of an existing building or site which meets the definition of "development activity" herein.

15. "City" means the city of Gig Harbor, Washington.

16. "Comprehensive land use plan" or "comprehensive plan" means a generalized coordinated land use policy statement of the city council, adopted pursuant to Chapter 36.70A RCW.

17. "Concurrent with development" means that strategies or improvements are in place at the time of development or that a financial commitment is in place to complete the improvements or strategies within six years. See RCW 36.70A.090(6).

18. "Council" means the city council of the city of Gig Harbor.

19. "County" means Pierce County, Washington.

20. "Dedication" means conveyance of land to the city for public facility purposes, by deed, other instrument of conveyance or by dedication, on a duly filed and recorded plat or short plat.

21. "Demand management strategies" means strategies aimed at changing travel behavior rather than at expanding or improving the transportation network to meet travel demand. Such strategies can include the promotion of work hour changes, ride-sharing options, parking policies and telecommuting.

22. "Department" means the Public Works Department of the City of Gig Harbor.

23. "Developer" means any person or entity who makes application or receives a development permit or approval for any development activity as defined herein.

24. "Development activity" or "development" means any construction or expansion of a building, structure, or use; any change in the use of a building or structure; or any changes in the use of the land that creates additional demand for public facilities (such as a change which results in an increase in the number of vehicle trips to and from the property, building or structure) and requires a development permit from the city.

25. "Development agreement" means the agreements authorized in RCW 36.70B.210 and concurrency resolution agreements, as described in Chapter 19.10 GHMC.

26. "Development permit" or "project permit" means any land use permit required by the city for a project action, including but not limited to building permits, subdivisions, short plats, binding site plans, planned unit developments, conditional uses, shoreline substantial developments, site plan reviews, or site specific rezones, and, for purposes of the city's concurrency ordinance, shall include applications for amendments to the city's comprehensive plan which request an increase in the extent or density of development on the subject property.

27. "Director" means the director of the Gig Harbor Public Works Department or his/her authorized designee.

28. "Existing use" means development which physically exists or for which the owner holds a valid building permit as of the effective date of the ordinance codified in this chapter.

29. "Encumbered" means to reserve, set aside or otherwise earmark the impact fees in order to pay for commitments, contractual obligations or other liabilities incurred for public facilities.

30. "Fair market value" means the price in terms of money that a property will bring in a competitive and open market under all conditions of a fair sale, the buyer and seller each being prudently knowledgeable, and assuming the price is not affected by undue stimulus.

31. "Feepayer" means a person, corporation, partnership, an incorporated association, or department or bureau of any governmental entity, or any other similar entity, commencing a land development activity. "Feepayer" includes applicants for an impact fee credit.

32. "Financial commitment" means those sources of public or private funds or combinations thereof that have been identified as sufficient to finance public facilities necessary to support development and that there is reasonable assurance that such funds will be timely put to that end.

33. "Growth-related" means a development activity as defined herein that increases the level of service of a public facility.
34. "Impact fee" means the amount of money determined necessary by the city and imposed upon new development activity as a condition of development approval or permitting to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates the additional demand and need for public facilities proportionate to the development's share of the cost of the public facilities and that is used for facilities that reasonably benefit the new development. "Impact fee" does not include a reasonable permit or application fee.
35. "Impact fee account(s)" or "account(s)" means the account(s) established for each type of public facilities for which impact fees are collected. The accounts shall be established pursuant to this title, and comply with the requirements of RCW 82.02.070.
36. "Impact fee schedule" means the table of impact fees per unit of development, which is to be used by the director in computing impact fees.
37. "Interest" means the interest rate earned by the city for the impact fee account, if not otherwise defined.
38. "Interlocal agreement" or "agreement" means the transportation impact fee interlocal agreement by and between the city and the county, and the transportation impact fee interlocal agreement by and between the city and the state, concerning the collection and allocation of road impact fees, or any other interlocal agreement entered by and between the city and another municipality, public agency or governmental body to implement an impact fee program.
39. "Level of service" or "LOS" means an established minimum functional level of public facilities that must be provided per unit of demand or other appropriate measure of need.
40. "Owner" means the owner of record of real property, although when real property is being purchased under a real estate contract, the purchaser shall be considered the owner of the real property if the contract is recorded. In addition, the lessee of the real property shall be considered the owner, if the lease of the real property exceeds twenty-five years, and the lessee is the developer of the real property.
41. "Previous use" means: (a) the use existing on the site when a capacity evaluation is sought; or (b) the most recent use on the site, within the five year period prior to the date of application.
42. "Project" means a system improvement, selected by the Gig Harbor city council for joint private and public funding and which appears on the project list.

43. "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan approved by the council shall be considered a project improvement.
44. "Project list" means the list of projects described in the city's annual and six-year capital improvement program and as developed pursuant to an impact fee ordinance.
45. "Proportionate share" means that portion of the cost of public facility improvements that is reasonably related to demands and needs of new development.
46. "Road" means a right-of-way which affords the principal means of access to abutting property, including an avenue, place, way, drive, lane, boulevard, highway, street, and other thoroughfare, except an alley.
47. "Road facilities" includes public facilities related to land transportation.
48. "School district" means the Peninsula School District.
49. "School district service area" means the boundaries of the Peninsula School District.
50. "School facilities" means capital facilities owned or operated by the Peninsula School District.
51. "Service area" means a geographic area defined by the city or interlocal agreement, in which a defined set of public facilities provide service to development in the area.
52. "State" means the state of Washington.
53. "Subdivision" means all subdivisions as defined in GHMC Title 16, and all short subdivisions as defined in GHMC Title 16, which are subject to SEPA, Chapter 43.21C RCW and the Gig Harbor SEPA ordinance, GHMC Title 18.
54. "Superintendent" means the school district superintendent or his/her designee.
55. "System improvements" means public facilities that are included in Gig Harbor's capital facilities plan and are designed to provide service to areas within the city and community at large, in contrast to project or on-site improvements.
56. "Traffic analysis zone" means the minimum geographic unit used for traffic analysis.
57. "Transportation primary impact area" means a geographically determined area that delineates the impacted area of a deficient roadway link.
58. "Transportation level of service standards" means a measure which describes the operational condition of the travel stream and acceptable adequacy requirement.



59. "Transportation management area" means a geographically determined area that contains compact urban development patterns where a dense roadway network and extensive mass transit services are in place. The performance of these areas shall be based on the percentage of lane miles meeting the adopted LOS standards as described in this chapter.

60. "Traffic demand model" describes the simulation through computer modeling of vehicle trip ends assigned on the roadway network.

61. "Trip allocation program" means the program established to meter trip ends to new development annually by service area and traffic analysis zone to ensure that the city is maintaining adopted LOS standards.

62. "Trip end" means a single or one-directional vehicle movement.

63. "Unit" or "dwelling unit" means a dwelling unit as defined in GHMC 17.04.320.

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.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of \_\_\_\_\_, 200\_.

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: \_\_\_\_\_



Business of the City Council  
City of Gig Harbor, WA

**Subject: Lodging Tax Committee  
Recommendation**

**Dept. Origin:** Administration

**Prepared by:** Laureen Lund

**Proposed Council Action:**

**For Agenda of:** May 29, 2007  
**Exhibits:**

No action required. This is a report from the Lodging Tax Advisory Committee

Initial & Date

**Concurred by Mayor:**

CH 5/24/07

**Approved by City Administrator:**

RAK 5/23/07

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

\_\_\_\_\_

**Approved by Finance Director:**

N/A

**Approved by Department Head:**

SS 5-23-07

Expenditure	Amount	Appropriation
Required \$0	Budgeted \$0	Required \$0

**INFORMATION / BACKGROUND**

This is a short presentation by the Lodging Tax Advisory Committee to express their desire that the City Council create a budget objective in 2008 that supports their long-standing goal for the Skansie Brothers House to be the City's Visitor Information Center. Mayor Hunter also suggests that other alternatives for the house be considered.

**FISCAL CONSIDERATION**

To be determined in the 2008 Budget Process

**BOARD OR COMMITTEE RECOMMENDATION**

Lodging Tax Advisory Committee

**RECOMMENDATION / MOTION**

**No Council action required. Council may wish to direct staff and council appointed commission(s) (parks commission etc.) to propose a plan, including funding options, for the Skansie Brothers House.**



May 18 , 2007

Mayor Chuck Hunter  
Council Members  
City of Gig Harbor

Dear Mayor Hunter & Council Members,

The Lodging Tax Advisory Committee is pleased to see tax revenues successfully directed towards bringing more visitors and tourism revenue to Gig Harbor. As the competition for tourism dollars grows more intense in the Pacific Northwest, we believe that Gig Harbor must continue to strive to capture tourism opportunities in the marketplace and to capitalize on tourism spending once here.

The Gig Harbor tourism experience is limited, as we all know. While tourists find their way to the waterfront, we don't believe that they are offered an easy menu of shopping or attraction options as it is difficult to locate the information. The rationale is simple: once a visitor arrives, we have a much easier time converting them to a returning customer if they are intrigued by the many things they may experience while here.

To accomplish this, we are proposing that the Skansie homesite be converted into a Visitor Welcome Center. This location is perfect for such purpose because of its central location and convenient access for visitors and residents alike.

We respectfully request that the City of Gig Harbor make this a funding priority for 2008. Renovating the home to allow it for public use and bringing the site up to code should not change the historical character of the building. (See Heritage Tourism Findings and Recommendations.) The neighboring Jerisich Dock Park provides ADA accessible restrooms making the site ideal for all visitors. In addition to providing lodging, shopping and attraction information, the center could feature local art, photography, and to honor the Skansie brothers, could feature historical fishing artifacts and legends. The City has been sitting on this asset for too long; we believe it is time to move forward in the interests of tourism revenue, local business support and good stewardship of municipal assets.

We also believe that the sale of the building housing the current Gig Harbor Visitor and Volunteer Information Center (formerly known as the Bogue Center) would bring in adequate revenue to complete the improvements needed. The Visitor Center could move to the new site creating a dynamic location for local volunteers.

**The Skansie Park location is now recognized as the community gathering point for concerts, festivals and events. Locating the Visitor Welcome Center in the heart of all of it allows for cross marketing of other festivals in our community as visitors drop in for a day trip, thus creating repeat business for Gig Harbor.**

Parking remains a concern for the waterfront business area. By locating the visitor center at the Skansie house we will provide a convenient information resource to the foot traffic along Harborview and present a visible and centrally located visitor resource center. Visitors may find their parking and plan their walking tour based on the input of visitor center staff, volunteers and literature.

Remembering back when Vincie Skansie was alive, he often could be found sitting on the porch of his home with a black and white photograph he proudly shared with anyone who would stop to chat. The photo was of Harborview Drive in the days of dirt roads and few structures. The conversation with him was always captivating, and anyone who visited him easily recognized his love and pride of his home in Gig Harbor. What a wonderful way to honor the gift of the Skansie Family – to continue the welcoming hospitality offered during their lives from the very front door at which they greeted so many locals and tourists – the perfect legacy.

Sincerely,

The Gig Harbor Lodging Tax Advisory Committee

Derek Young

Cheri Johnson

Sue Braaten

Wade Perrow

John Moist

Kathy Franklin

Ruth Marie Zimmerman

Janice Denton

Randy Fortier

Cc: Laureen Lund



May 9, 2007

The Honorable Chuck Hunter  
Council Members  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335

Dear Mayor Hunter and Council members:

On behalf of the Gig Harbor Peninsula Historical Society, I am writing to urge you to consider renovating the Skansie house for the purposes of creating a Visitor Welcome Center.

While the existing visitor center is cheerful and well staffed, it just isn't located in an area of downtown that the average visitor is likely to pass by as they enjoy our unique shops and beautiful waterfront. The Skansie house is in a prime location, as almost every visitor to town passes by as they visit Jerisich Dock, Skansie Brothers park, or the many shops at the junction of Harborview and Pioneer.

Built in 1908, the Skansie house represents both the boatbuilding and commercial fishing heritage of Gig Harbor. We applaud the City for recognizing the importance of protecting our town's historic structures, and purchasing the house and adjoining property for the enjoyment of our community.

When considering the potential uses of the property, we feel that placing the visitor welcome center there will optimize both public access to the home, and public appreciation of the site's historical importance. A museum would require staffing and therefore end up being open during limited hours. As a visitor information center, the site would welcome all comers to the harbor, and serve as the perfect introduction to the "Maritime City."

The downstairs living room can easily accommodate a greeter desk and visitor information racks, while the remaining downstairs space can be used for storage and as a mini-museum, featuring information, photos and artifacts relating to the family and the commercial fishing industry. The Museum would be happy to work with the City to develop this exhibit space.

The upstairs could be used for storage and for additional office space. Perhaps an even more "out of the box" idea for use of the upstairs would be housing for apprentice boat builders who will no doubt be finding steady work at the new Harbor History Museum and proposed Gig Harbor Boatyard, not to mention other regional maritime efforts.

4218 Harborview Drive  
PO Box 744  
Gig Harbor, WA  
98335-0744  
*phone* 253/858-6722  
*fax* 253/853-4211  
*e-mail* info@gigharbormuseum.org  
*web* www.gigharbormuseum.org

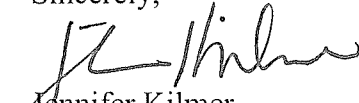


Renovations to support ADA accessibility will be necessary with any potential public use. As long as public access is restricted to the first floor, however, the required alterations should be minimal.

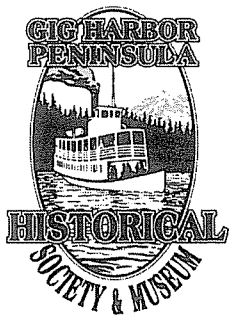
In April 2005, the Society and City commissioned a Heritage Tourism Analysis by the National Trust for Historic Preservation. The recommendation of the consultant was to use the Skansie house as a welcome center. In her words, "Housing a Welcome Center in the Skansie house will reinforce Gig Harbor's warm and friendly atmosphere. Visitors will have the sense of being welcomed into a home rather than visiting a generic information center." I am attaching her complete recommendations for the Skansie house for your consideration.

With the opening of the Harbor History Museum in 2008, the creation of the new Gig Harbor Boatyard, the anticipated restoration of the Wilkinson Farm and more, Gig Harbor will soon be a major tourist destination. Centrally locating our community's visitor information center in a welcoming, historic home will ensure that visitors to Gig Harbor are enticed to shop, dine, explore and stay overnight, thus supporting the economic vitality of our historic downtown.

Sincerely,



Jennifer Kilmer  
Executive Director



Excerpt from Report by National Trust for Historic Preservation

**Develop the heritage tourism potential of the historic buildings acquired by the City.**

**a. Skansie House**

The prominent location of the Skansie House in the park makes it an ideal welcome center as a starting point for a heritage tourism experience in Gig Harbor. Housing a Welcome Center in the Skansie House will reinforce Gig Harbor's warm and friendly atmosphere. Visitors will have the sense of being welcomed into a home rather than visiting a generic information center.

The front room that stretches across the front of the house could be renovated and furnished with some period pieces in addition to offering visitor information about Gig Harbor and the area. The front room provides ample wall space to provide displays about the Skansie family. The Gig Harbor Peninsula Historical Society & Museum has an extensive photo collection that includes photos of the Skansie family and their fishing boats that could be incorporated as part of the exhibits. Coordinate exhibits to complement exhibits in the new Gig Harbor Museum.

The rear of the ground floor includes a kitchen with a breakfast nook, a small bedroom and a bathroom. These rooms should be renovated and used for their original function with the exception of the bedroom. The kitchen can serve as a break room for volunteers working in the Welcome Center. The kitchen could be a valuable resource for caterers working at events in the park. By maintaining the original layout and use, during special events visitors can also tour the downstairs of the Skansie House to get a sense of how the house was originally used. The bathroom on the first floor will be a valuable asset for volunteers and staff working in the Welcome Center, and the first floor bedroom could provide much needed storage space to restock supplies in the Welcome Center. Using the first floor bedroom in this way will help to keep the front room free of clutter and ensure that staff and volunteers do not need to carry heavy boxes of printed materials up and down stairs.

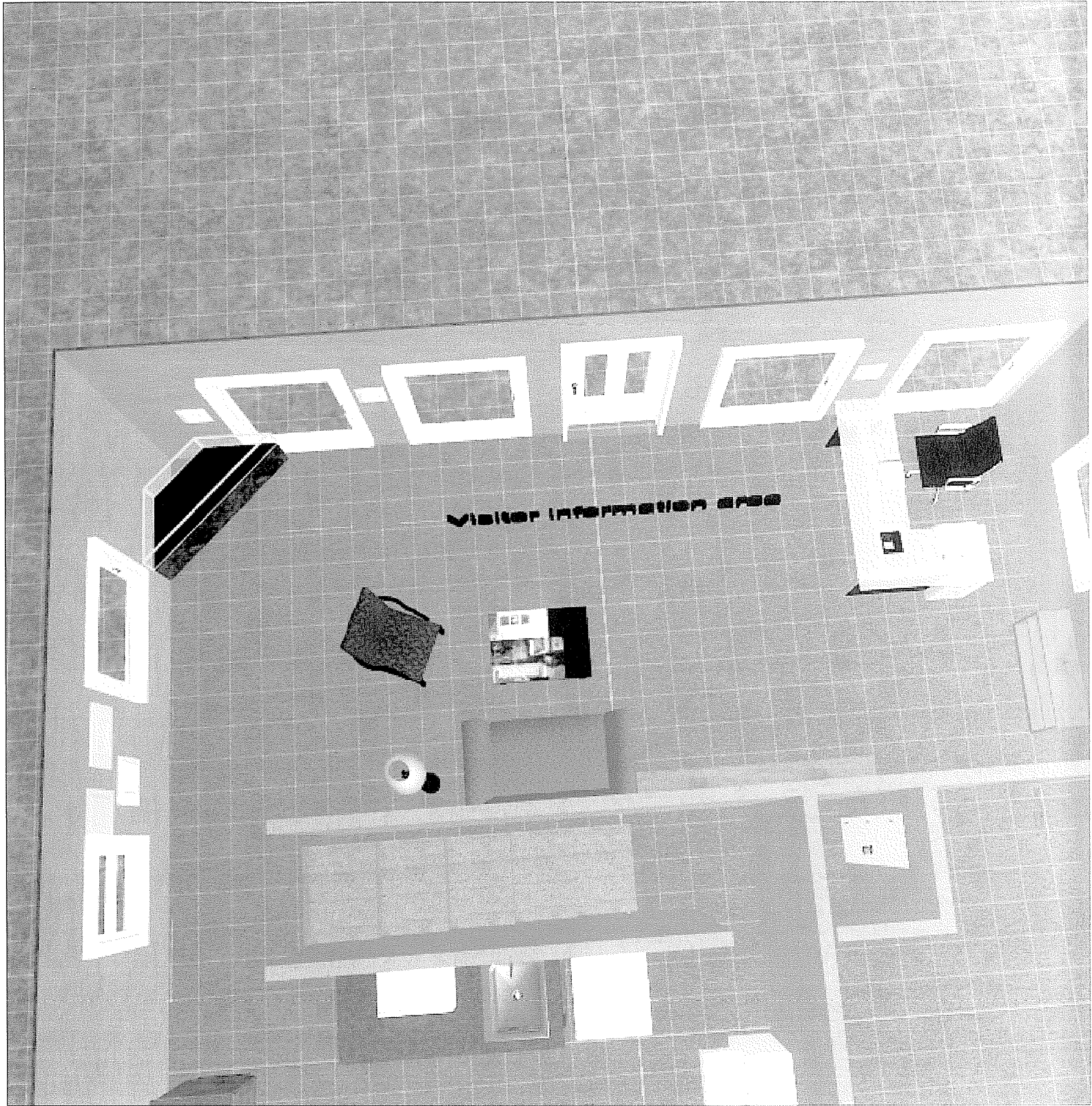
The second floor of the Skansie House is accessible via a narrow stairway. With only one means of egress, use of the second floor will be limited. Rather than add a second means of egress on the exterior of the building which would alter the external appearance, explore allowable uses for the second floor such as office space or storage. To the greatest extent possible, the exterior of the Skansie House should be brought back to the original condition using photo documentation and other records.





# Visitor information area





VISITOR INFORMATION AREA



**Kitchen/storage/work area**





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

**Subject: Maritime Pier**

**Proposed Council Action:**

Direct staff to draft a proposal for a Maritime Pier at the Ancich/Tarabochia Dock on Harborview Drive.

**Dept. Origin:** Administration

**Prepared by:** Rob Karlinsky

**For Agenda of:** May 29, 2007

**Exhibits:** Recommendation from Mayor Hunter & Chronological History

Initial & Date

**Concurred by Mayor:**

ckh 5/24/07

**Approved by City Administrator:**

RJK 5/22/07

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

\_\_\_\_\_

**Approved by Finance Director:**

N/A

**Approved by Department Head:**

RJK

Expenditure	Amount	Appropriation
Required	Budgeted	Required
TBD See below	TBD	TBD

**INFORMATION / BACKGROUND**

Recently the concept of a city-sponsored maritime pier has gained momentum. The City Council recently formed an ad-hoc committee of three councilmembers and the Mayor to study the issue and obtain community input. The committee recently met with two groups: the fisherman's club and the waterfront retail & restaurant association. Input from these and other stakeholders has yielded the following recommendation:

Direct staff to:

1. Draft a proposal, including a financial plan, potential uses, and timeline, to locate the Maritime Pier at the Ancich/Tarabochia dock.
2. Apply for appropriate grant funding and pursue local government (Pierce County, Port of Tacoma) and community (Fisherman's Club) cooperation and participation.
3. Explore and determine cost and feasibility of the Skansie Brothers property as a potential long-term maritime pier location (after the expiration of the Ancich lease)

**FISCAL CONSIDERATION**

To Be Determined

## BOARD OR COMMITTEE RECOMMENDATION

Council Maritime Pier Ad Hoc Committee

## RECOMMENDATION / MOTION

Move to:        Direct staff to:

1. Draft a proposal, including a financial plan, potential uses, and timeline, to locate the Maritime Pier at the Ancich/Tarabochia dock.
2. Apply for appropriate grant funding and pursue local government (Pierce County, Port of Tacoma) and community (Fisherman's Club) cooperation and participation.
3. Explore and determine cost and feasibility of the Skansie Brothers property as a potential long-term maritime pier location (after the expiration of the Ancich lease)



May 14, 2007

TO: Council Task Force on the Maritime Pier  
Councilmen Franich, Ekberg, and Payne

RE: **Maritime Pier**

Gentlemen,

Please find attached a chronological outline of the history of the Maritime Pier discussions that have taken place in the past 60 years or more. This outline includes comments from meetings held with the Downtown Merchants and Fishermen's Club in the past several weeks. My recommendation is also included for your consideration.

#### RECOMENDATION

I propose that we investigate the possibility of entering into a public private partnership that would have the City lease the Ancich/Tarabochia dock facility for a 5 to 10 year period, help the Fishermen's club provide funds to rehabilitate the dock and add to it if necessary, add a public viewing platform and aim for a summer 2008 completion.

In the meantime firm-up the design, costs, possible uses and impact at Skansie, hold public meetings and determine if we can agree on a project, and start the process of funding, design and construction.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Chuck Hunter", written in a cursive style.

Chuck Hunter  
Mayor



TO: City Council Maritime Pier Task Force

FROM: Chuck Hunter  
RE: **Maritime Pier**  
DATE: May 11, 2007  
BACKGROUND: Fishermen's Pier; Bay Island News 1918  
Peninsula Gateway 1954  
Municipal Pier, Peninsula Gateway 2001

#### CHRONOLOGICAL HISTORY:

Feb 2002 - the Gig Harbor Maritime Pier Committee was formed.

May 2002 - Council directed staff, "to obtain an appraisal and environmental assessment on the Ancich/Ancich property as soon as possible".

June 2002 - a recommendation by the council to enter into negotiations with the Ancich/Ancich, family. (Currently owned by Rainier Yacht Club).

April 12 2003 - Maritime Pier preliminary design services: \$12,500.00.

April 15 2003 - study by Reid Middleton Engineers, based on a concept from Guy Hoppen and John McMillan. Reviewed three sites, Stutz, Ancich/Ancich (Rainier Yacht) and Skansie Park.

April 28 2003 - Resolution no. 608 funding assistance for Outdoor Recreation Lands.

2003 - The Gig Harbor Skansie Park Committee had 5 public Meetings

May 20, 2003 - Skansie Brothers Park, summary of Ad Hoc committee conclusions. Recommendations: Construct a short time use, Maritime Pier, with vehicular access located on the south side of the property to include public education opportunities

May 27, 2003 - Motion to amend page 96 in the Park Comprehensive Plan and to identify an appropriate location for a Maritime Pier with possible waterfront access for recreational activities.

May 27, 2003 - Maritime Pier Committee Recommendations.

Action by the City Council, "take information from the committee and develop the necessary documents to be brought back to the next meeting". Unanimously approval by the council.

A detailed cost estimate was done for the Skansie Park Site with estimated cost in 2004 dollars of \$1,788,845.00.

July 12 2004 – Discussed authorization of a bond for one million to purchase the Ancich/Ancich, (Rainier Yacht) property, no action taken.

2006/2007 - a group of interested people approached the city, Derek Kilmer, a representative of the Fishermen's Club, Julie Tappero of the Chamber to consider reviving the Maritime Pier project. Later Terry Lee Brought Denise Dyer Pierce County Economic Development and Port of Tacoma Representatives Evette Mason and Julie Collins to meetings. Pat Lantz was later involved in meetings with the Port of Tacoma to Procure funds for a Maritime Pier.

Denise Dyer brought Rob Allen and analysis into the picture and a trip to Kirkland to look at their pier was made.

There was a brief discussion at one of the Council Committee Meetings and there were questions raised about location and the possibility of using Eddon Boat. It was my impression that there was no consensus among the committee on a location at that meeting.

April 2007 - I had some overlays made showing the Pier on three sites: Eddon Boat, The Ancich Tarabochia existing facility and the Skansie Park site. I also provided estimates based on the original Skansie Proposal by Reid Middleton for each of the properties utilizing more current pricing information.

April/May 2007 - There were two public meetings held: one with the Downtown Merchants and the Fishermen's Club.

The merchants biggest issue is Parking

Most merchants favored the Ancich/Tarabochia site.

The fishermen seem to indicate that for the community, the Skansie site would be best because of potential for multiple uses.

The fishermen also would like a facility sooner than later and understand that to design, fund and permit at Skansie would be a multi-year task.

## RECOMMENDATION

I propose that we investigate the possibility of entering into a public private partnership that would have the City lease the Ancich/Tarabochia dock facility, help the Fishermen's club provide funds to rehabilitate the dock and add to it if necessary, add a public viewing platform and aim for a summer 2008 completion.

In the meantime firm-up the design, costs, possible uses and impact at Skansie, hold public meetings and determine if we can agree on a project, and start the process of funding, design and construction.

My commitment to the Fisherman is that I will work toward getting the project underway and into the construction phase if the council can agree on location and concept.



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

**Subject:** Concurrency Management Program  
Consultant Services Contract

**Proposed Council Action:** Authorize the  
Consultant Services Contract for David  
Evans and Associates, Inc. for the  
Concurrency Management Program  
Modeling

**Dept. Origin:** Community Development

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

**For Agenda of:** May 29, 2007

**Exhibits:** Consultant Services Contract

Initial & Date

**Concurred by Mayor:** CLH 5/24/07  
**Approved by City Administrator:** R&K 5/24/07  
**Approved as to form by City Atty:** CAW 5/24/07  
**Approved by Finance Director:** NA  
**Approved by Department Head:** J 5/22

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

This contract for consultant services provides for the traffic analyses of all proposed development applications. For each new development requiring a concurrency report, the consultant will perform a traffic analyses in accordance with the methodology developed within the City wide capacity report. Council adopted this new procedure in which the City will prepare all new traffic reports was adopted at the April 23<sup>rd</sup>, 2007 Council Meeting, Ordinance Number 1081.

**FISCAL CONSIDERATION**

Funding for this service will be provided in its entirety by the developers in accordance with the following fee schedule.

<u>PM Peak Hour Trips</u>	<u>Base Fee</u>	<u>Fee For Additional</u>
2 – 10	\$1,250.00	\$0.00
Over 10	\$1,250.00	Plus \$10.00 per trip over 10

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor on behalf of the City Council to execute the Consultant Services Contact with David Evans and Associates, Inc. for the not-to-exceed amount of \$1,250.00 for each concurrency test plus \$10.00 per trip over ten as calculated using the ITE Trip Generation Rates.

**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, Washington 98424 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the operation of the City's Concurrency Management Program and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 18, 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 a Fixed Fee for each concurrency test of One Thousand Two Hundred Fifty Dollars (\$1,250.00) plus Ten Dollars (\$10.00) per trip over ten (10) trips as calculated using the ITE Trip Generation Rates 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 billing rates shall be as described in **Exhibit A**. The Consultant shall not bill at rates in excess of the rates shown in **Exhibits A**; 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 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  
Michael Clark, P.E.  
Office 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 May 2007.

CONSULTANT  
By: Michael Clark  
Its Principal

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

Notices to be sent to:  
Michael Clark, 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 Pierce )

I certify that I know or have satisfactory evidence that Michael O. Clark 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 David Evans and Associates to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 22, 2007



Amanda Behner  
CA RA  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
7102 S Monroe St  
My Commission expires: 9/28/08

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 Concurrency Management Program

This scope of services is a new agreement between David Evans and Associates, Inc. (Consultant) and the City of Gig Harbor for operation of the Concurrency Management Program. It includes tasks to conduct concurrency tests of new developments in Gig Harbor, to maintain the City's concurrency system, to update the traffic data and forecasting model data used for concurrency testing, and to provide documentation.

This scope includes services by the Consultant involving analysis of proposed development applications on behalf of the City. As a separate matter, the City may collect fees from the affected developments to recover such costs.

The key staff for this project are Mike Birdsall and Victor Salemann. Mr. Birdsall developed the existing Capacity Monitoring system for the City based on existing Gig Harbor City Code and consistent with the 2005 Comprehensive Plan amendments, and has operated the system since that time. He will directly manage the system documentation and periodic updates, and he will oversee operation of the system by additional staff of David Evans and Associates, Inc. Mr. Salemann will provide QA/QC on each task.

### **Description of Tasks**

#### **Task 1.0 Project Management**

This task provides for management and coordination activities that are necessary to complete the work program, in addition to technical tasks necessary for deliverable products. The fee schedule includes the required project management activity each month.

##### **1.1 Prepare Monthly Invoices and Progress Reports**

The City will reimburse the Consultant directly based on invoices and progress reports for the services described herein.

##### **1.2 Coordination and Meetings**

Consultant and City staff will confer from time to time by telephone, fax, email, and in-person meetings to coordinate events, procedures, and assumptions, and to resolve issues that may arise in the course of the work program.

##### **1.3 Record of Communications and Agreements**

To minimize costs and expedite work, information exchanges and mutual agreements between the parties, and authorizations issued by the City, will be executed as much as possible by electronic means. E-mail and facsimile transmittals shall be as valid as paper originals, when substantiated by printed copies.

#### **Task 2.0 Transportation Concurrency Testing**

For each new development in Gig Harbor requiring a concurrency report, the following set of tasks will be performed, and a report returned to the City indicating whether the development passes or fails the

City's concurrency standard. In the case of a failure, the report will also indicate the cause of the failure and indicate one or more possible actions that would remove the failure, if simple and direct actions are feasible.

Unless otherwise arranged in advance, the Consultant will be paid a Fixed Fee for each concurrency test of \$1,250 plus \$10 per trip over 10 trips as calculated using ITE trip generation rates.

This task will be conducted using the methodology developed for the Citywide Capacity Report. The transportation concurrency report will include a project description, verification of trip generation, a trip distribution plot, and summary tables of link and intersection LOSs as presented in Appendix D of the Citywide Capacity Report. Electronic copies of the model runs for each test will be made available if requested.

### **2.1 Coordinate Development Information**

- a. Whenever the City requests a concurrency test on a new or revised development application, the City will provide a description of the development to the Consultant consisting of the size of the development, the location of the property, and frontage and/or access provisions of the proposed site plan. The Consultant shall prepare a standard project data sheet to be completed for each project.
- b. The Consultant shall promptly notify the City if the provided information is inadequate.
- c. The Consultant shall be entitled to receive only the normal Fixed Fee stated above, unless otherwise negotiated in advance. The Consultant shall promptly notify the City if the requested analysis requires additional efforts and a non-standard fee. In such cases, the Consultant shall not proceed with the concurrency review until the non-standard fee has been agreed to by the City in writing.

### **2.2 Traffic Model Update with New Development**

- a. The Consultant shall add the proposed development to the cumulative set of existing, pipeline, and other previously added developments in the City's development review database.
- b. The Consultant shall update the traffic model's input files accordingly, run the model, and save the output traffic forecast for input into the Citywide Capacity Report.

### **2.3 Concurrency Files Update with New Development**

- a. The Consultant will add the proposed development's traffic impacts to the previous cases of cumulative existing, pipeline, and other previous developments in the City's development review data base.
- b. The Consultant will update the intersection level of service analysis at all intersections in the City's monitoring system, and update the link volume/capacity analysis for all links in the City's monitoring system.
- c. The Consultant shall save computer files generated by the development review to update the cumulative forecast.

### **2.4 Concurrency Report for New Development**

- a. The Consultant will provide the City with a concurrency report stating whether the development passes or fails the City's concurrency test within twenty days of receipt of all necessary information.

- b. The report shall include the LOS tables as created for the Citywide Capacity Report. The report shall also include trip distribution and assignment figures necessary to document the impacts of the proposed new development and to demonstrate whether the development passes or fails the City's concurrency test.
- c. In the case of a failure, the report will identify in table format the location and extent of LOS failures. The developer will then be responsible for providing a TIA that proposes mitigation for the identified LOS failures.

**Schedule:**

Start Date: The date this agreement is signed and accepted by both parties, after June 1, 2007.

Expiration Date: December 31, 2007

**Fees:**

Unless otherwise arranged in advance, the Consultant will be paid a Fixed Fee for each concurrency test as calculated using ITE trip generation rates.

2-10 trips	\$1,250
Over 10	\$1,250 plus \$10.00 per trip over 10 trips





Category	February 2007					
	February 2006	February 2007	Change	YTD 2006	YTD 2007	Change
Calls for Service	331	351	20	682	785	103
General Reports	140	119	-21	312	273	-39
Criminal Traffic	12	12	0	19	22	3
Infractions	111	108	-3	192	156	-36
Criminal Citations	8	7	-1	8	21	13
Warrant Arrests	5	5	0	11	10	-1
Traffic Reports	18	10	-8	35	30	-5
DUI Arrests	3	1	-2	6	4	-2
Misdemeanor Arrests	47	24	-23	77	46	-31
Felony Arrests	7	6	-1	18	16	-2
FIR's	1	0	-1	3	0	-3

**The Reserve Unit** supplied 64 hours of volunteer time assisting our officers in February.

**The COPS (Citizens on Patrol)** program was inactive during the month of February.

**The Marine Services Unit** accounted for the following hours and activity during the month of February:

- 2/2/07, meeting with Safe Boats Corp in Port Orchard  
2 Officers @ 3.5 hours each = 7 hours
- 2/6/07, boat fire @ Peninsula Yacht Basin  
1 Officer "oil boom" deployment = 3 hours
- 2/22/07, launch boat & boat familiarization  
2 Officers @ 2 hours each = 4 hours
- 2/23/07, oil spill containment training & oil boom deployment training  
4 Officers @ 7 hours each = 28 hours
- 2/25/07, oil boom deployment @ Fox Island boat fire scene  
1 Officer @ 3 hours

**Total Officer Hours: 45**

**The Explorer's** attended two training meetings this month. The Explorer's learned about accident reports and each Explorer completed an entire accident report. Based on the busy School/Work schedule of each Explorer they were unable to attend the Federal Way

Challenge. We have a scheduled recruitment meeting for March and look forward to good attendance.

Training Meetings	24 Hours
Volunteer	28 Hours
Ride Alongs	112 Hours
Total Hours	164 Hours

**TRAFFIC ACCIDENT LOCATION REPORT FOR FEBRUARY 2007**

**LEGEND:**

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

TRAFFIC ACCIDENTS FOR FEBRUARY 2007					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
2/1/2007	13:47	3110 Judson St.	Non	GH070149	22
2/9/2007	14:05	5500 Olympic Dr.	Non	GH070182	47
2/9/2007	14:00	4408 97th St. NW	Non	GH070183	17
2/13/2007	14:00	4818 Pt. Fosdick Dr.	H&R P-Lot	GH070207	N/A
2/12/2007	12:30	3105 Judson St.	H&R P-Lot	GH070211	N/A
2/15/2007	22:45	Peacock Hill & 112th Ave.	H&R R/A	GH070213	N/A
2/19/2007	19:09	7000 Artondale Dr.	Non	GH070226	18
2/20/2007	14:16	3110 Judson St.	Non	GH070229	85
2/26/2007	12:30	5150 Borgen Blvd.	H&R P-Lot	GH070249	76
2/27/2007	19:50	5100 Borgen Blvd	H&R R/A	GH070257	N/A
2/28/2007	11:30	5200 Borgen Blvd.	Non	GH070262	19

**TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY 2007 YTD**

	Teens (15-18)	Young Adult (19-25)	Adult (26-50)	Seniors (51 over)
January	1	2	11	6
February	2	2	2	2
<b>YTD</b>	<b>3</b>	<b>4</b>	<b>13</b>	<b>8</b>

**Some of the more interesting calls for the month of February 2007 included:**

- February 2<sup>nd</sup>: A resident reported the theft of his snowmobile and trailer which was parked in front of his residence. The theft occurred sometime during the nighttime hours and there are no suspects. Case # 070153
- February 2<sup>nd</sup>: A 16-year old male was arrested for Reckless Driving at 8:30 pm after an officer witnessed him traveling at over 60 mph per hour in a 30 mph zone. The 16-year old tried to negotiate a right turn while traveling at the high speed and ran over a stop sign. Case # 070155
- February 3<sup>rd</sup>: At 2:00 am, Officer Dahm was advised of some teenagers drinking alcohol in the parking lot of a local shopping center. Officer Dahm located one of the vehicles involved and approached the driver's window. When the 17-year old male rolled down the window, Officer Dahm smelled the strong odor of marijuana. Officer Dahm asked the occupants where the marijuana was. The driver hesitated and then opened his center console and handed Officer Dahm 34.4 grams of packaged marijuana. The marijuana was separated into individual baggies. The 17-year old was arrested and later admitted that he sells marijuana to help support his own habit. The 17-year old was also in possession of \$172.00, which he said was partially collected from drug sales. The 17-year old was driving a 2004 Ford Expedition, which was seized under the drug forfeiture laws. The 17-year old was released to his parents and a report of the incident has been forwarded to Remann Hall requesting a charge of Unlawful Possession of a Controlled Substance with Intent to Deliver. Case # 070157
- February 4<sup>th</sup>: At 10:30 pm, officers were dispatched to a local apartment on a possible domestic assault. Officers have responded to this location several times in the past for domestic violence incidents. Upon arriving, officers found a very intoxicated 55-year old female and her intoxicated 53-year old boyfriend. The female had several fresh bruises and said that her boyfriend had assaulted her. The male denied assaulting the female and said that she had fallen down several times. A downstairs neighbor reported that he heard the two fighting prior to the officer's arrival. The male was taken into custody for Assault (DV) and violation of a Restraining Order. The female was transported to a local hospital by the medical crew for non-life threatening injuries. Case # 070167
- February 5<sup>th</sup>: Detective Fred Douglas was assigned to investigate a possible child rape incident that occurred in 1999. The investigation was initiated by Child Protection Services (CPS) based on a report from a church leader. In the course of his investigation, Detective Douglas was able to determine that a now 21-year old male had sodomized his 13-year old brother on multiple occasions. At the time of the offenses, the suspect was 14 years old and his brother (the victim) was 6 years old. Detective Douglas arrested the 21-year old suspect on a charge of Child Rape and the case has been forwarded to the Prosecutor's Office for review. The suspect and victim no longer live in the same household. Case # 070163

- February 5<sup>th</sup>: A city employee reported that during the night time hours, vandals spray painted graffiti over several sections of the barbecue area and restrooms at the City Park. The cost to repair the damage is estimated at \$2000.00. There are no suspects. Case # 070165
- February 5<sup>th</sup>: While on patrol at approximately 8:00 pm, Sgt. Emmett observed a large boat on fire at the Peninsula Yacht Basin located on North Harborview Drive. Fire District #5 arrived soon after and battled the fire for over an hour. The fire consumed the 46' fiberglass boat and the boat sank at the dock. Two other boats moored close by were also severely damaged by the fire. The city owned oil boom was deployed and environmental damage was held to a minimum. There were no reported injuries and the fire is currently under investigation. Case # 070168
- February 6<sup>th</sup>: The same city employee from 2/5/07, reported damage to several park lights at the "Old Ferry Landing" located at the end of Harborview Drive. The damage may have been caused by the same vandals that sprayed graffiti at the City Park. The damage estimated to repair the lights is \$700.00. There are no suspects. Case # 070169
- February 8<sup>th</sup>: At 7:55 pm, Sgt. Busey stopped a vehicle for a red light violation. A records check of the 37-year old male driver revealed an active arrest warrant from Pacific Police Department. The male was taken into custody and transported to the Fife PD Jail. Case # 070178
- February 9<sup>th</sup>: At 11:00 am, a 15-year old female was arrested for attempting to steal several cosmetic items from a local drug store. Store employees witnessed the suspect concealing items in her clothing and detained her until the police arrived. When questioned, the 15-year old said that she had skipped out of school and took a bus to the area of the drug store. The suspect was released to her mother and a report of the incident has been forwarded to Remann Hall for charges. Case # 070181
- February 10<sup>th</sup>: At 3:00 pm, Officer Jahn stopped a vehicle for a traffic infraction. Upon talking with the 31-year old male passenger in the vehicle, Officer Jahn learned that he had an active arrest warrant out of Kitsap County. The passenger was taken into custody and transported to the Kitsap County Jail. Case # 070187
- February 10<sup>th</sup>: At 3:50 pm, a female resident reported that as she walked to a neighbor's apartment, she noticed a male and a female sitting in a "beater" type vehicle in the apartment parking lot. The female thought the couple looked a little suspicious, but continued to walk to her neighbor's apartment. When she found that her neighbor was not at home, the female walked back to her apartment. As she approached her front door, the female she had seen in the parking lot walked out of the front door. The resident confronted the female and the female said that she went to the wrong apartment by mistake. The female then quickly fled with the male in the "beater" vehicle. The resident checked her apartment and could not find anything missing or tampered with. She believes that the male "tipped" the suspect off by cell phone advising the resident was returning. The resident reported that she had left her front door unlocked when she went to the neighbor's apartment. No license plate was seen and the suspect is unknown at this time. Case # 070188

- February 10<sup>th</sup>: A 17-year old male was arrested after he escaped from a security guard at a local department store. The 17-year old was being detained by security after being stopped for shoplifting when he pushed away from security and fled the area in his vehicle. The license plate was recorded by security and the suspect was later arrested by police at his home. The suspect admitted his involvement and was booked into Remann Hall. The security guard was not injured. Case # 070189
- February 10<sup>th</sup>: A father reported that sometime during the day, a thief stole his son's 1995 Ford Escort while it was parked in front of their residence. The 21-year old son is away at college and the father took the Escort for a drive earlier in the day. The father forgot to take the keys out of the car and lock it. There are no suspects. Case # 070190
- February 11<sup>th</sup>: At 7:00 pm, Sgt. Emmett observed an older vehicle driving into the area of a new construction site. The construction site is one of many that have been targeted by metal thieves. After watching the vehicle stop inside the work area, Sgt. Emmett contacted the occupants of the vehicle. The 37-year old male driver said that he had made a wrong turn and ended up at the construction site. When asked for his driver's license, the male said that it was suspended. The 33-year old female passenger was also questioned and she said that she "probably" had an assault warrant for her arrest. A records check was conducted and the suspended drivers license and warrant were confirmed. The driver was cited and released and the female was booked into the Pierce County Jail on the warrant. Case # 070192
- Other reported incidents during the first week in February included:
  - 1 Injury Accident
  - 1 Non Injury Accident
  - 2 Vehicle Prowls
  - 3 Driving While License Suspended Arrests
- February 12<sup>th</sup>: At 1:38 am, Officer Brunson observed a vehicle weaving in and out of its lane of travel while traveling on SR 16. A stop was made on the vehicle and the 51-year old male driver showed signs of intoxication. The male admitted to drinking at a local saloon prior to being stopped. The male failed field sobriety tests at the scene and was arrested for DUI. The male later blew a .16 on the BAC machine. Case # 070193
- February 12<sup>th</sup>: At 11:05 am, a local drug store reported that an unidentified male fled the store with a basket of stolen electronic equipment. The male was picked up by a van that was waiting outside in the parking lot. The van fled the lot before the officers arrived. The case is currently under investigation. Case # 070196
- February 12<sup>th</sup>: At 2:30 pm, officers arrested a 14-year old male on an outstanding arrest warrant from Remann Hall for being a "Youth at Risk." Police arrested the youth at a local high school after receiving a tip that he was there. The youth was booked into Remann Hall. Case # 070198

- February 12<sup>th</sup>: At 4:30 pm, officers conducted a mini “sting operation” at two local tobacco stores after learning that the stores were selling drug paraphernalia and illegal weapons. Officer Raquel Brunson and CSO Lynn Mock dressed up in “plain clothes” and purchased illegal marijuana pipes from both stores. The store owners were hiding the pipes under the counter and were selling them by special request. The two stores were also selling “brass knuckles” & “butterfly knives” by request. All of the pipes and weapons were seized and the store employees were issued citations for selling the illegal items within the city limits. Case # 070199
- February 12<sup>th</sup>: A local home improvement store reported a theft in which an unidentified male deceived the store into refunding him \$903.00 for merchandise that he never returned. The way the scam worked was that the male purchased several large items for \$903.00. He paid the store in cash and asked the store to keep the merchandise in the “will call” section while he got a larger vehicle to pick the merchandise up. The male then returned to the store and with the merchandise on a cart, wheeled it past the register showing the clerk his receipt from a distance. The male then loaded the merchandise into a truck and returned to the “will call” section of the store. At “will call”, the male informed them that he changed his mind and did not want the merchandise. The store then provided a full refund in cash. The male then left the store with the merchandise and the refund. The store also reports that the entire transaction was recorded on video tape and the suspect and his accomplices have pulled off this scam at several store locations throughout the state. In fact, the suspects have even returned the stolen merchandise to other stores for a second refund. The case is currently under investigation. Case # 070200
- February 12<sup>th</sup>: At 7:00 pm, a 16-year old female was arrested for attempting to steal \$117.00 worth of CDs and kitchen towels from a local department store. Security watched the suspect conceal the items in her large purse and attempt to walk out of the store. She was then detained until the officer arrived. When the officer contacted the suspect’s parents, they said that their daughter had chosen to live on her own with her boyfriend, and they would not pick her up, or attend any legal proceeding on her behalf. The case was forwarded to Remann Hall for charges. Case # 070201
- February 13<sup>th</sup>: At 11:07 am, a 38-year old male was stopped for a traffic offense. A records check showed that the male was wanted on a felony “Escape” warrant from the Department of Corrections (DOC). The 38-year old was also driving with a suspended driver’s license. The male was taken into custody and booked into the Pierce County Jail on the warrant. Case # 070202
- February 13<sup>th</sup>: At 3:47 pm a 17-year old female was arrested for assaulting her 17-year old girlfriend. The suspect’s parents had reported the suspect as a runaway. The offense took place in the parking lot of a local department store as the victim attempted to convince the suspect to return home. The suspect was released to a parent at the scene. The victim did not require medical attention and a report of the incident has been forwarded to Remann Hall for charges. Case # 070205
- February 13<sup>th</sup>: At 7:00 pm, the same department store reported finding a baggie of marijuana on the floor of their store. The marijuana was booked into the Gig Harbor

Police property room for destruction. The owner of the marijuana is unknown. Case # 070209

- February 18<sup>th</sup>: At 2:36 am, officers responded to a burglar alarm at a local gas station. Upon arriving, officers discovered that the front door glass had been smashed out and the station had apparently been burglarized. The in-store video showed two teenage males dressed in black hooded sweatshirts throw a rock through the door glass. The males then ran into the station and grabbed several packs of cigarettes. The audible alarm must have frightened the teens off, because they grabbed the cigarettes and fled out the front door within a matter of seconds. While on their way out, one of the suspects unknowingly dropped his cell phone leaving it at the scene. A K-9 unit arrived on the scene and searched the immediate area with negative results. A check of the cell phone memory identified the owner. The case is currently under investigation. (UPDATE: Detective Douglas has been successful in locating and charging both suspects in this case) Case # 070219
- Other reported incidents during the second week in February included:
  - 3 Hit & Run Accidents
  - 2 Vehicle Prowls
  - 2 Driving While License Suspended 3<sup>rd</sup> degree Arrests
- February 18<sup>th</sup>: A female resident reported that sometime over a two-day period, someone stole a washer and dryer from an unlocked out-house on her property. The appliances were being stored at the time of the theft and the victim valued them at \$700.00. The female believes that her daughter's boyfriend may be responsible for the theft. The case is currently under investigation. Case # 070221
- February 18<sup>th</sup>: At 11:07 pm, Officer Dahm stopped a vehicle for a traffic violation. While the vehicle was pulling over, Officer Dahm noticed that the rear seat passenger was "moving around" just prior to the vehicle stopping. Upon contacting the occupants of the vehicle, Officer Dahm smelled a strong odor of alcohol coming from the rear seat area. When questioned, the 18-year old male passenger denied having any alcohol. Officer Dahm asked the passenger to step out of the vehicle and in doing so; Officer Dahm saw a can of beer stuffed in the rear seat pocket. The beer can was half empty and the 18-year old admitted to drinking it along with drinking two others. The 18-year old was arrested for Minor in Possession (MIP). He later informed Officer Dahm that he has been arrested four times for MIP. Case # 070222
- February 20<sup>th</sup>: At 12:41 pm, Officer Dahm noticed a vehicle parked in the parking lot of a closed business. The windows on the vehicle were steamed up and it was apparent that the vehicle was occupied. Officer Dahm contacted the four teenage occupants in the vehicle and quickly determined that all four were drinking alcohol. The teenagers consisted of two 16-year old females and two 17-year old males. All four were in possession of beer cans and all four admitted to consuming 3-4 beers each. Officer Dahm also found a case of beer in the vehicle with 3 remaining full cans. All four teens were arrested for Minor in Possession of Alcohol and released to their parents. A report of the incident has been submitted to Remann Hall for charges. Case # 070227



- February 21<sup>st</sup>: A female resident reported that someone smashed out the rear window and dented the quarter panel of her vehicle while it was parked at her boyfriend's residence during the day. The victim believes that her ex-boyfriend may be responsible for the damage as he has made several threats toward the victim and her new boyfriend. The case is currently under investigation. Case # 070234
- February 21<sup>st</sup>: At 2:35 pm, a 44-year old male was arrested after attempting to steal a ½ gallon of chocolate milk and a package of lasagna from a local grocery store. Store employees observed the suspect concealing the items and detained him as he attempted to exit the store. The suspect was issued a criminal citation for Theft 3<sup>rd</sup> degree and released. Case # 070235
- February 23<sup>rd</sup>: At 4:30 pm, Sgt. Dougil and Officer Welch were dispatched to assist the PCFD District #5 with an intoxicated 17-year old male at the Gig Harbor Skateboard Park. Upon arriving, the officers found the teenager to be extremely intoxicated. The teen voluntarily provided a breath sample of .125 on the Portable Breath Tester (PBT). When asked how he got so intoxicated, the teen replied that he had been drinking at a friend's house earlier in the day and the next thing he knew, he was lying in the bushes at the Skateboard Park. The teen was arrested for Minor in Possession of Alcohol and released to his father. A report of the incident has been forwarded to Remann Hall for charges. Case # 070240
- February 24<sup>th</sup>: A female resident reported that sometime on 2/14/07, someone stole two Federal Express packages from her front porch. Realizing that her packages never arrived, the victim contacted Federal Express and was told that they were delivered on February 14<sup>th</sup>. The packages contained 20 items of clothing, and were valued at \$1800.00. There are no suspects in the case. Case # 070241
- February 25<sup>th</sup>: At approximately 2:30 am, Officer Dahm responded to a possible domestic violence call at a local apartment. The caller had reported that she heard two people arguing in the apartment. Upon arriving, Officer Dahm found the apartment dark and quiet and no one answered the door. About an hour later, Officer Dahm responded to a second call of people arguing inside. Upon knocking on the door the second time, an intoxicated female answered. Officer Dahm immediately smelled the odor of burning marijuana. The female explained that she and her boyfriend had been drinking and making noise, but were not fighting. Officer Dahm contacted the 26-year old male boyfriend in their bedroom and noticed that the smell of burning marijuana was even stronger. When asked where the marijuana was, the male opened a dresser drawer and handed Officer Dahm a baggie containing 4.5 grams of marijuana and a marijuana pipe with burnt residue. The male was taken into custody for Unlawful Possession of a Controlled Substance under 40 Grams and released with a criminal citation. Case # 070244
- February 25<sup>th</sup>: A city resident reported that sometime over a two-day period, someone entered his unlocked storage shed and stole a generator, electric trolling motor and air compressor. The victim estimated the value of the items at \$750.00. There are no suspects at this time. Case # 070245

- February 25<sup>th</sup>: Shortly after noon, Sgt. Dougil was requested to assist the PCFD Dist #5 by bringing the city owned oil boom to the scene of a boat fire at a Fox Island Marina. The boat fire was contained upon Sgt. Dougil's arrival and the boom was deployed around the fire scene.
- Other reported incidents during the third week in February included:
  - 2 Non Injury Accidents
  - 2 Hit & Run Accidents
  - 3 Vehicle Prowls
  - 1 Driving While License Suspended Arrest
- February 27<sup>th</sup>: At 1:22 pm, Officer Cabacungan stopped a vehicle for a traffic offense. Upon checking the driving status of the 18-year old male driver, it was revealed that his Washington's driver's license was suspended in the 2<sup>nd</sup> degree for past alcohol violations. The 18-year old was taken into custody and booked into the Pierce County Jail. Case # 070256
- February 28<sup>th</sup>: At 9:30 am, a local hardware store reported that an unidentified male entered the store and asked to look at a \$200.00 cordless drill that was displayed in a glass case. The clerk handed the drill to the male and the male immediately walked out the store with the drill in his hand and fled the parking lot in a van. Employees noted the license plate of the van and the case is currently under investigation. Case # 070259
- February 28<sup>th</sup>: At 11:08 am, Officer Cabacungan was dispatched to a local bank on a male attempting to cash five \$500.00 fraudulent travelers checks. The 36-year old male was taken into custody and transported to the police station for an interview. During the interview, the male said that he had actually received the traveler's checks from a gorgeous female claiming to live in Nigeria, Africa. (He saw her picture on the internet) The two met on the internet, and the female claimed that she was rich and would love to come to America to be with him. Her only problem was that her fortune had been paid in traveler's checks and she could not cash them in Nigeria, so she mailed them to him and asked that he send the money back to Nigeria so she could catch the next flight to America. The male also produced several pages of emails between the two over the last couple of months verifying his account of obtaining the traveler's checks. The male was released and a report of the incident forwarded to the prosecutor for review. Case # 070260
- February 28<sup>th</sup>: At 11:52 pm, Officer Allen stopped a vehicle for a traffic offense. A check of the 47-year old male driver revealed that his Washington driver's license was suspended in the 2<sup>nd</sup> degree. The license was suspended for past alcohol violations. The 47-year old was taken into custody and booked into the Pierce County Jail. Case # 070263
- Other reported incidents during the last week in February included:
  - 1 Injury Accident
  - 6 Hit & Run Accidents
  - 9 Vehicle Prowls

## **TRAVEL / TRAINING:**

- Officer Chapman - Defensive Tactics / Level Two - CJTC - February 5 - 9, 2007
- Sgt. Busey - follow-up training on Managing for High Performance & Retention Feb 12 & 13 - Gig Harbor Civic Center
- Lt. Colberg, Sgt.'s Emmett & Dougil - Sergeant's Academy - February 19th - 23rd (40 hours) Gig Harbor Wesley Inn
- Sgt. Dougil, Officer's Dahm and Jahn - Active Shooter Training with PCSO in Buckley
- MSU Training (oil spill boom deployment, Department of Ecology) - Feb. 23rd - 0800 - 1600 - Busey, Dahm, Douglas and Cabacungan
- Detective Douglas - Digital and Video camera training - Edmonds - Feb. 13th - 16<sup>th</sup>
- Officer's Welch and Dennis participated in the regional DUI emphasis at Fife on February 17th
- On February 21<sup>st</sup>, Chief Davis attended a one-day seminar on Increasing Human Effectiveness

## **SPECIAL PROJECTS:**

CSO Lynn Mock is working on organizing a Gig Harbor Police Community Academy. This is a community outreach program that provides nine training sessions on the internal workings of the police department to a select group of community members.

As you have probably noticed, CSO Mock is also placing the speed trailer out more frequently. This last month she was able to get it out on city roads most every day during the week, Monday through Friday.

We are getting close to securing an installer for our surveillance cameras at the Skate-board Park. I am awaiting one last bid for the project, at which time we will proceed with the installation.

## **PUBLIC CONCERNS:**

We had 19 false alarms during the month of February. Several businesses have been sent warning letters. A few have not responded to our requests to return our false alarm compliance reports. These businesses will be fined under our false alarm ordinance.

## **FIELD CONTACTS:**

Staff made the following contacts in the community during February:

- Lt. Colberg, Fire Marshal Bower and Chief Davis met with Peninsula School District personnel and the PCSD to discuss active shooter training

- Chief Davis visited a 4<sup>th</sup> grade class at Purdy Elementary to assist with the “Reading across America” week celebration
- Lynn Mock was a guest speaker at the Western Washington Crime prevention Coalition meeting. Lynn spoke on Internet Safety which is becoming a very popular presentation
- Sergeant Busey, FD #5 Assistant Chief Watson and Chief Davis attended a grant review meeting at the Department of Emergency Management (DEM) on February 14<sup>th</sup> for the Homeland Security grant program. We are submitting a grant proposal for a combination patrol and fire boat
- Chief Davis attended the Pierce County Chief’s Association meeting held in Fircrest on February 15<sup>th</sup>
- On February 22<sup>nd</sup>, Chief Davis attended a joint meeting between our city planning department and Pierce Transit to discuss the proposed Peninsula Park and Ride
- On February 27<sup>th</sup>, Chief Davis, and Sergeant Busey met with Fire District #5 personnel to discuss developing a protocol directing the deployment of the two oil booms and to discuss details in the continued development of our joint effort to secure grant money for a combination patrol and fire boat for the harbor
- On March 1<sup>st</sup>, CSO Lynn Mock provided an Internet Safety presentation to the Gig Harbor Chamber Public Forum

#### **OTHER COMMENTS**

Please note that this will be the final monthly police report of this length. Future monthly police reports will be significantly shortened and concise. This will allow for improved deployment of personnel. The new reports will comprise of a summary of statistics, but will not incorporate details of individual cases.

# CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

## Operations and Public Projects Council Committee

*(Name of Committee, Board, Task Force, Commission)*

Date: May 7, 2007      Time: 3:00 p.m.      Location: Engineering/Operations Conf Rm      Scribe: Maureen Whitaker

**Council Members and Staff Present:** Councilmembers Ekberg, Franich, and Payne; Carol Morris, City Attorney; John Vodopich, Community Development Director; Stephen Misiurak, City Engineer; Dave Brereton, Director of Operations; Emily Appleton, Senior Engineer; Maureen Whitaker, Assistant City Clerk.

**Others Present:** Eric Nelson, Olympic Property Group.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up <i>(if needed)</i>
Trip Transfer Ordinance	<p>City of Redmond appears to be only jurisdiction that allows for trip transfers, changed ordinance from property owner to city's choice to allocate trips.</p> <p>There was discussion of fairness. City attorney stated that the ordinance does not discriminate.</p> <p>Limitations discussed: 1 time per sender, 25 trips, with a sunset date of August 1, 2007.</p> <p>Concern expressed about management and overall effects.</p> <p>Discussion about limiting buyer/sender being the same owner.</p> <p>If adverse impact to LOS standards or roadway capacity, the City Engineer would deny.</p>	<p>Committee would like to have an alternate ordinance presented to full council that allows one transfer between properties owned by the same property owner.</p> <p>Committee asked for the number of property owners that have unused trips reserved.</p>
Existing Infrastructure Needs - Streets	<p>Typically budget 100K annually for annual street rehabilitation and resurfacing only.</p> <p>Discussed proposed Wollochet improvements (\$105K). Wollochet chosen because of structural failure/alligator cracking and heavy traffic use. Talmo will do half-width improvements at this location as part of their development.</p>	<p>Prioritize Pavement Rehab list by highest travel and closest to failure.</p> <p>Bring back for 2008 Budget process.</p>

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>Concerns expressed about condition of Harborview Drive. (Continued on next page)</p> <p>Discussion about how streets are selected.</p> <p>It was noted that community appreciates focus on local streets and side streets rather than roads that lead out to the county.</p>	
Existing Infrastructure Needs - Water	<p>Water Capital Improvement Projects for 2003-2008 was discussed.</p> <p>Discussion about current water rates. Water Comp Plan update will evaluate fees.</p> <p>Replacement of waterlines comes directly from connection fees.</p> <p>Budgeted replacement in 2007: Benson Street (\$30K) and Lewis Street (\$100K).</p>	Bring forward through 2008 Budget process. Coordinate street repairs with waterman replacement.
Decorative Traffic Signal Poles	<p>Additional cost per pole: \$3K-5K, depending on size.</p> <p>Pt. Fosdick and Olympic/56<sup>th</sup> Projects: this will be added on to project(s).</p> <p>Discussion about amending the Public Works Standards for this requirement.</p> <p>Recommended design matches the Lumec street lights bases.</p> <p>Must be purchased from our state approved list.</p> <p>Existing poles cannot be painted in field.</p> <p>To update existing poles: \$1K-1,500 per pole depending on size.</p>	First Reading to amend the Public Works Standards will be presented to full council on May 29 <sup>th</sup> .

Meeting adjourned at 4:17 p.m.

Next Meeting: June 21, 2007 at 3:00 p.m.