

Gig Harbor City Council Meeting

**January 10, 2005
7:00 p.m.**



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**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING**

January 10, 2005 – 7:00 p.m.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARINGS:

1. Update to Title 15 of the Gig Harbor Municipal Code. The purpose of this hearing is to discuss the proposed adoption of the International Codes adopted by the State of Washington effective July 1, 2004, revised flood plain regulations, and the establishment of the Building Code Advisory Board.
2. Acceptance of a Portion of North Creek Lane as a Public Street.

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 December 13, 2004.
2. Purchase Authorization for Xerox Large Plans Copier.
3. Water Leak Detection Survey Inspection Services – Consultant Services Contract.
4. Emergency Response Plan – Consultant Services Contract.
5. 2005 Hotel / Motel Tax Distribution Contracts.
6. Notice of Intention to Commence Annexation Proceedings - McCormick Ridge LLC Request (ANX 04-02).
7. Liquor License Renewals: Gourmet Essentials; Harbor Arco Minimart; Harbor Inn Restaurant; El Pueblito Family Mexican Restaurant.
8. Approval of Payment of Bills for December 27, 2004:
Checks #45825 through #45930 in the amount of \$215,459.53.
9. Approval of Payroll for the month of December, 2004:
Checks #3551 through #3594 and direct deposit entries in the amount of \$256,739.63.

OLD BUSINESS:

1. Resolution – City Support for Peninsula School District Levy.
2. Second Reading of Ordinance – Update of Building Codes.
3. Second Reading of Ordinance – Building Code Advisory Board.
4. Second Reading of Ordinance – Flood Plan Regulations.
5. Pierce County 2005 Comprehensive Plan Amendments – Submitted Applications.

NEW BUSINESS:

1. Resolution – Acceptance of a Portion of North Creek Lane as a Public Street.
2. Domestic Violence Victim Advocacy Interlocal Agreement – 2005.
3. Consideration of Ordinance Extending Building Size Moratorium for an Additional 90 Days.
4. Reconsideration of R-1 Development Standards.
5. Comprehensive Plan Update - Consultant Services Contract Amendment.
6. Resolution – Construction and Fire Code Permit Fees.

STAFF REPORT:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 13, 2004

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:05 p.m.

PLEDGE OF ALLEGIANCE:

The Mayor introduced Kaylee Moore, Washington Teen USA. The Mayor read, then presented Kaylee with a Certification of Recognition for her accomplishments.

PUBLIC HEARINGS:

The Mayor announced that there would be three public hearings and asked that comments be limited to three minutes. She opened the first hearing at 7:06.

1. Clarifying Maximum House Size for Building Moratorium. Steve Osguthorpe, Planning / Building Manager, presented the background for this hearing and gave an overview of the changes to include schools in the exempt section of the ordinance. He explained that Michael Katterman from AHBL was present to answer questions.

Michael Katterman – AHBL, Inc. 316 Occidental Ave. So., Seattle. Mr. Katterman, speaking on behalf of the Peninsula School District, thanked Council for including schools in the exemptions section. He said that they are continuing with the process, working with the Planning Commission on other amendments and review of the project. He thanked staff for their efforts in getting this on the agenda.

There were no further comments and the Mayor closed the public hearing at 7:08 and opened the next public hearing.

John Vodopich said that he had prepared a PowerPoint presentation to address the next two public hearing items on the revisions to the Comprehensive Plan and revisions to the Zoning Ordinance and Critical Areas Ordinance. He narrated the presentation and then gave an overview of the correspondence submitted in regards to the ordinances. He said included was a chart titled *Residential Density and Minimum Lot Sizes Comparative Matrix* that identifies 4-dwelling unit zones and minimum lot sizes in jurisdictions throughout the Puget Sound area. He said that in addition, included in the packet is a revised technical memorandum from Teresa Vandenburg, Director of Natural Resources from Adolphson and Associates, in response to the Department of Ecology comments. He said that members of the two consulting firms are present to answer questions.

2. Adopting a Revised Comprehensive Plan as Required by State Statute (RCW 36.07A.130)

3. Adopting Revisions to the Zoning Ordinance to Increase Certain Zoning Densities, Adding Notification Requirements for Mineral Resource Lands and Amending Critical Areas Regulations as Required by State Statute (RCW 36.70A.130).

Carl Halsan – 7218 Northcreek Loop. Mr. Halsan spoke on the zoning and critical areas. He said that he doubted that there are any Category 1 Wetlands in the city, adding that he hoped to find out if the consultants had looked to see if there were any. His next comment was that state law gives final plats a five-year vesting period from the date of recording against all change of zoning rules and land-use control ordinances including wetland regulations. He said that other jurisdictions may give an additional period of vesting. He asked if this was something the city was considering for some of the larger plats.

Carol Morris, City Attorney, responded that she is not aware of any jurisdiction that has a code provision that allows additional vesting beyond the five-year period on a final plat. She said that they may execute a development agreement on a preliminary plat that may allow additional vesting.

Teresa Vandenberg addressed the Category 1 Wetlands question. She said that they have not yet done a detailed wetland inventory for the city, but from what she knows, there are no Category 1 Wetlands located here.

John Chadwell – Olympic Property Group – 19245 10th Ave NE. Mr. Chadwell spoke to the critical areas ordinance and gave an overview of the letter submitted to Council. He stressed that it would be prudent to take a closer look at this before adopting. He said that under the Growth Management Act, the Comprehensive Plan should balance the needs of the protection of critical areas with the other GMA planning goals to accommodate growth. He said that the ordinance allows buffer width averaging for categories 1 and 2, but not for categories 3 and 4. He said it would be appropriate to allow averaging for all categories to balance the needs. He added that he had a consultant prepare a report supporting the notion that there is no strong, scientific evidence that it would be an environmental problem to do so.

Dennis Reynolds – Davis, Wright, Tremain Law Firm – 2600 Century Square Building, Seattle. Mr. Reynolds explained that he had been asked by four property owner / developer companies to testify. He distributed a letter to Council and described his credentials. Mr. Reynolds talked about timing, and asked that Council take more time to consider the issues before adopting amendments to the critical areas ordinance. He asked that all the administrative records be reviewed, suggesting that there is a defect in the record in the many references to “best available science” and no consideration of balancing the staff proposals with the thirteen planning goals in the Growth Management Act. He said that as is, the ordinance vulnerable to challenge as going too far with the buffering requirements. Mr. Reynolds then recommended that an inventory of wetlands be done before determining what needs to be regulated. He commented that the outside consultants had done a “pretty good job” but needed to balance the thirteen goals of GMA. He finalized his comments by stressing that his clients oppose

the DOE recommendations and the additional buffers for streams and wetlands. They have an open mind if this would be revisited after an inventory could be done.

Chris Wright, Radikke & Associates – 5711 NE 63rd St., Seattle. Mr. Wright explained that he was retained by Olympic Resource Group to provide a comment letter on the critical areas draft ordinance, which had been submitted. He commended staff and the consultants on the efforts to draft the ordinance. He pointed out that the Growth Management Act does not require that local governments adopt the recommendations and protection standards included in the DOE volumes called *The Best Available Science*. The documents clearly state that there is no direct relationship between buffer width and function. Mr. Wright said that the ordinance is flawed in the way buffer-width averaging is allowed only for the higher category wetlands. This implies that the low-quality wetland systems are worthy of greater protection than significant wetland habitats. He recommended that this portion of the ordinance be reviewed to allow for buffer-width averaging for all categories if it does not negatively affect the critical area that it is intended to protect.

Doug Sorensen – 9409 No. Harborview Drive. Mr. Sorensen addressed the comment that there are no Category I Wetlands in the city. He read from a document from AHBL Consultants done in June that “best listed” certain estuarine wetlands as Category 1 because they are contiguous with both year-round and intermittent salmonoid fish-bearing waters. Mr. Sorensen said that he spoke with the consultant who wrote the report, asking him if there were other Category 1 wetlands in the city, and was told that yes, there are. Mr. Sorensen stressed the importance of having a current wetlands map in order to identify the location and the category of wetlands in the city. He voiced concern that the city would be creating non-conforming properties if the ordinance is adopted as written, and recommended delaying adoption of the ordinance until the areas of concern could be addressed.

Scott Wagner, P.O. Box 492, Gig Harbor. Mr. Wagner asked staff for clarification on buffering requirements when a road or other significant structure abuts a wetland and whether the buffer would be required to cross the road. Mr. Osguthorpe was unsure. Mr. Wagner said that he would like this to be considered and language included to allow for this situation. Mr. Wagner then commented that he would like to see a simpler rating system than what DOE has in place. He added that he would submit his other concerns in writing.

There were no further comments and the public hearing was closed at 7:45 p.m.

CONSENT AGENDA:

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

1. Approval of the minutes of the City Council Meeting of November 22, 2004.
2. Correspondence / Proclamations: a) Note from Chamber re: Terry McClelland
b) Certificates of Recognition: Melinda Jenkins and Kaylee Moore.
3. Department of Assigned Counsel – Renewal of Contract.

4. Renewal of Radio Communications Maintenance Agreement.
5. Contract for Environmental Services.
6. Approval of Payment of Bills for November 22, 2004:
Checks #45674 through #45824 in the amount of \$397,839.84.
7. Approval of Payroll for the month of November:
Checks #3513 through #3550 and direct deposits in the amount of \$254,172.49.

MOTION: Move to approve the consent agenda as presented.
Picinich / Ruffo – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Clarifying Maximum House Size for Building Moratorium. Steve Osguthorpe said that he had nothing further to add, and offered to answer questions.

MOTION: Move to adopt Ordinance No. 979 as presented.
Young / Ruffo – unanimously approved.

2. Second Reading of Ordinance – Amending the 2004 Budget. David Rodenbach, Finance Director, presented this ordinance amending the 2004 Budget due to unexpected expenses in the building fund due to repairs.

MOTION: Move to adopt Ordinance No. 980 as presented.
Picinich / Ruffo – unanimously approved.

3. Second Reading of Ordinance - Adopting a Revised Comprehensive Plan as Required by State Statute (RCW 36.07A.130). John Vodopich explained that the testimony offered during the public hearing this evening was directed towards the critical areas regulations, and then recommended one change to the comprehensive plan related to policy 2.3.2 Airport Overlay Districts, deleting the second bullet that reads: "The city should consider application of density limitations in areas south of 44th Street Northwest..." He explained that the reason for the deletion is that the area is entirely built out with residential development approved under county regulations, and it is highly unlikely that any major redevelopment of the area will occur.

Councilmember Young asked for clarification on adding low-impact development strategies to the comprehensive plan. Carol Morris explained that it was taken out the of last comp plan amendment due to the lack of development regulations for low-impact development and the Growth Management Hearings Board decision that required that these be adopted at the same time for consistency. Since that time, a decision has come about that changed this requirement.

Councilmember Franich asked about the possible ramifications of the language stating support of FAA Standards. Mr. Vodopich said that FAA Standards would trump any that the city adopts. Mark Hoppen, City Administrator explained that there is no correlation

between the inclusion of this language and the FAA's aspirations, as the Airport Master Plan shows no expansion that would have any impact on our jurisdiction.

Councilmember Dick asked if there is a way to determine adequate funding for transportation concerns. Mr. Vodopich asked the city's consultant to address this question.

Owen Dennison, AHBL Consultants, explained that the capacity of city services is reflected in a project list to ensure that the city stays consistent with future demands. He said that this list is continuously updated, adding that it does not appear that there are existing shortfalls with the adopted level of service and the existing infrastructure. A capacity analysis is scheduled in 2005 to determine if the city is on the right track to maintain concurrency. He said that this reassessment provision is a specific requirement of the GMA.

Councilmember Ruffo voiced concerns for adoption of the ordinance on the comprehensive plan this evening if there are problems with adoption of the second ordinance.

Mr. Dennison said that state law requires that the plan and the implementation be consistent, but he sees no problem with adopting the policy side tonight and following up with implementation. Carol Morris voiced concern with adoption of the comprehensive plan if there are inconsistencies with current zoning regulations. She recommended that they be adopted together to guarantee consistency.

Councilmembers discussed the concerns raised during the public hearing and time restraints for adoption of the comprehensive plan. They agreed on the need for a current wetlands inventory and the implication of the results of changes to the buffering requirements. Mr. Vodopich stressed that a number of state grants are predicated on compliance with GMA. Councilmember Young asked for further clarification on buffering.

Teresa Vandenberg, Adolphson & Associates consultants, stressed that the buffer is most effective closest to the wetland. She said that the city is charged with incorporating the best available science into their regulations, and to best interpret and tailor this science for the values of the wetlands located here. Additional buffering ensures the additional protection of water quality improvement and habitat support. Ms. Vandenberg addressed the comments during the public hearing about Category 1 Wetlands by explaining that the new rating system implemented by DOE in August, 2004, is different than the old rating system referred to in the report. She said that most jurisdictions are dealing with the concern for whether they have Category 1 Wetlands. She said that there is existing Pierce County wetlands data and a national wetland inventory data. A full inventory and classification of wetlands for the city would take approximately a month. She stressed that private property would not be accessed, so there will still be some adaptation and estimation.

Councilmember Franich asked if properties on Gig Harbor Bay are exempt from the critical areas regulations. Ms. Vandenberg gave a detailed definition of wetlands, adding that the bay would be covered under the Shorelines Management Act rather than the Growth Management Act critical areas regulations. She further clarified for him that averaging of the higher categories allows flexibility, but it only works when the buffer has not been degraded. They recommended that it only apply to buffers of 50 feet or more, which excluded the category 3 and 4 wetlands in this averaging as their buffering requirements are 50 feet or below.

Councilmember Ruffo suggested delaying action until the inventory could be completed. John Vodopich advised him that the earliest that a consultant services contract could be brought before Council would be in January, and that it was an unanticipated budgetary item. Councilmembers further discussed their concerns with acting on this issue.

Mark Hoppen suggested at short recess to discuss options with staff and the City Attorney. The meeting was recessed, and reconvened at 8:31 p.m.

John Vodopich said that during deliberation, it came to light that earlier, all privately initiated comprehensive plan amendments had been deferred to the first quarter of next year. He explained that the data from Pierce County and the national wetlands data can be used as a starting point to further refine the information and to define the categories. He proposed that Council adopt both the comprehensive plan ordinance and zoning ordinance tonight, separating out Title 18 which deals with the critical areas regulations. This portion of the ordinance will be brought back for consideration in 2005 with the other, privately submitted amendments. This would keep the city in compliance with adoption of the comprehensive plan and zoning regulations, and would honor the commitment to process the privately submitted amendments early in the year.

MOTION: Move to adopt Ordinance No. 981, Comprehensive Plan, with the staff recommended deletion of 2.3.2.
Ruffo / Picinich – unanimously approved.

4. Second Reading of Ordinance – Adopting Revisions to the Zoning Ordinance to Increase Certain Zoning Densities, Adding Notification Requirements for Mineral Resource Lands, and Amending Critical Areas Regulations as Required by State Statute (RCW 36.70A.130).

John Vodopich explained that this is the ordinance in which he would suggest separating out the amendment to Title 17 which would increase the density to four dwelling units per acre in the R-1, RB-1, WR, WM, WC and adding a new chapter 17.92 relating to mineral resource lands and then further delaying any action on proposed amendments to Title 18 until the March 31, 2005.

MOTION: Move to adopt Ordinance No. 982, amending Title 17 which would increase the density to four dwelling units per acre in the R-1, RB-1, WR, WM, WC and adding a new chapter 17.92 relating to mineral

resource lands and then further delaying any action on proposed amendments to Title 18 until the March 31, 2005.

Ruffo / Picinich –

Councilmember Franich asked for clarification on density and minimum lot size. Owen Dennison explained that the city has adopted a rounding provision, which affects the calculation. Councilmember Franich recommended dividing four into 43,000 s.f. to obtain the 10,800 s.f. minimum lot size. Councilmember Young asked about placement of roads, 10% vegetation requirement, and site buffering. He said that the only way to accomplish the four dwelling units per acre is to allow for the inclusion of the necessary infrastructure.

Steve Osguthorpe said that the concern with density is the deduction of a portion for roads and critical areas. He added that you are allowed to calculate density under net rather than gross. This would allow you to use the 10,800 s.f. minimum lot size and still meet the requirement for net density. Councilmember Franich stressed the importance of preserving the character of Gig Harbor and recommended adopting a minimum lot size of 10,800 s.f. in the R-1 zone.

AMENDMENT TO MOTION: To amend Chapter 17 to include a minimum lot size of 10,800 s.f. in the R-1 zone.

Franich / Picinich –

Carol Morris warned Council that if substantive changes are made to the ordinance, it would require another public hearing. John Vodopich suggested that passing the ordinance tonight and direct staff to come back in January with changes to the lot size.

The motion to amend the motion and the second were withdrawn.

MOTION: Move to adopt Ordinance No. 982, amending Title 17 which would increase the density to four dwelling units per acre in the R-1, RB-1, WR, WM, WC and adding a new chapter 17.92 relating to mineral resource lands and then further delaying any action on proposed amendments to Title 18 until the March 31, 2005.

Ruffo / Picinich – unanimously approved.

Councilmember Picinich left the meeting at 8:55 p.m.

NEW BUSINESS:

1. Settlement Agreement – North Creek Homeowner's Association V. City of Gig Harbor. Carol Morris gave a brief background on this agreement to settle a claim for implied dedication of a private road. She explained that this would provide that this be addressed through the City Council's acceptance of a portion of North Creek Lane as a public street, and recommended that if the council signs the settlement agreement, a date should be set for a hearing on the acceptance of the road.

MOTION: Move to authorize the Mayor to sign the Settlement Agreement and to set a hearing date of January 10, 2005.
Dick / Ruffo – six voted in favor. Councilmember Franich voted no.

2. Resolution – City Support for Peninsula School District Levy. Mayor Wilbert explained that this item was on the agenda at her request. Councilmember Ekberg asked why there is no copy of the approved levy to show what support is being sought.

Jill Guernsey – 3422 Shyleen Street. Ms. Guernsey, PSD School Board Member, said that the levy is set to go before the Board on the 16th of December and hope to have the Maintenance and Operation Levy pass on February 8th.

Councilmember Ekberg asked to defer action on the resolution until the levy is passed by the Board.

3. Association of Washington Cities Workers' Compensation Group Retrospective Rating Program. David Rodenbach, Finance Director, introduced Paul Chasco, Assistant Director for Insurance Services for AWC. Mr. Chasco gave an explanation of the Retro Program, which is an optional financial incentive program that provides an opportunity for the city to receive refunds on unused workers' compensation premiums. Mr. Chasco answered Council's questions on the program. Councilmember Ekberg explained that one positive aspect of the program is the oversight services that we don't currently have. Mr. Chasco clarified that the city has a yearly choice to participate in the program and quarterly reports will keep the Council informed.

MOTION: Move to approve the participation agreement in the AWC Workers' Compensation Group Retro Program.
Ekberg / Ruffo – unanimously approved.

4. Pierce County 2005 Comprehensive Plan Amendments – Council Letter to P.C. Executive. John Vodopich explained that at the last meeting, he was directed to draft a letter expressing the City's opposition to the 30 acres located east of Crescent Valley Drive in the Urban Growth Area.

MOTION: Move to sign and forward the draft letter to the Pierce County Executive for council consideration.
Dick / Franich -

Councilmember Young asked for clarification on why the letter is being sent now, rather than waiting until the County asks for a determination. Mr. Vodopich explained that Councilmember Picinich asked him to draft the letter because a vote of the Council and a more formalized letter to the County Executive would be more proactive.

Carl Halsan. Mr. Halsan said that there have been four applications on this 30 acres that were submitted to Pierce County Council.

Councilmember Ruffo said that he would not be interested in signing the letter.

RESTATED MOTION: Move to sign the letter to the Pierce County Executive for council consideration.

Dick / Franich – six voted in favor. Councilmember Ruffo voted no.

5. Pierce County 2005 Comprehensive Plan Amendment – Submitted Applications. John Vodopich explained that he received notification from Pierce County that there are three pending applications for amendments to the County Comprehensive Plan initiated by County Executive Ladenberg. Executive Ladenberg is asking that the city review the applications before they continue in the process. He gave an overview of the applications, adding that the staff recommendation is not to support them.

Carl Halsan. Mr. Halsan said that he was speaking on behalf of two of the applications. He began with Map Amendment No. 6, which deals with 24 acres of property east of the Connie Schick property off Highway 16. He explained why the property is not appropriate for residential development due to access issues and because surrounding land use is a mixture of non-residential uses. Mr. Halsan asked for support to change this 24 acres from Moderate Density Single Family to a Community Employment designation.

Councilmember Franich stressed that it was ludicrous for the County to allow the mini-storage facility to go in adjacent to this property due to access issues, and adding more to it would only cause more problems. He said that nothing should be done until alternate access could be developed.

Mr. Halsan continued to address Map Amendment No. 7, which involves 5.7 acres (not 20 as was incorrectly indicated in the application materials). He passed out a map, and gave a brief history of the property which was permitted as a sand and gravel mine; then later platted as 75 single-family residential lots; and then amended to 57 lots. This has resulted in a zoning boundary-line that includes 5.7 acres that should be Employment Center because the property in the middle of the map is going to be mined to an average 45' below the plat to the west and would leave a 200' wide gap next to an industrial area. He asked for support to change this to an Employment Center designation.

Walt Smith – 11302 Burnham Drive. Mr. Smith added more information on the site. He said that they are not asking for any support or assistance for develop, just a map correction.

James Morton – 820 A Street, Ste. 600, Tacoma. Mr. Morton explained that he is an attorney representing John Dimmer and Tracy Rutt in regards to the Map Amendment No. 8, which is property known as the Performance Golf Range located by the Narrows Bridge. He explained that originally this property was zoned commercial, and under the Comprehensive Plan, would allow many mixed uses. He continued to explain that the property is not included in the city's UGA, nor can Tacoma extend their UGA. Since the

condemnation and removal of the buffer by the state, there has been a flood of requests to explore possible ways to use the property so that it would be properly screened. He said that the owners are amenable to this suggestion, but not with an R-10 designation. He said that they are asking the city to step up and encourage the county to do something to change this to a Rural Neighborhood Center zoning designation to allow for low intensity, commercial use which would be compatible and complimentary to the area.

Mark Hoppen asked Mr. Morton why he was asking for the City Councilmember support on this property, as it was so far removed from the UGA. Mr. Morton responded that it was at the request of Representative Pat Lantz. Councilmember Young recommended that staff get in touch with Representative Pat Lantz's office to find out the intent, and Mr. Hoppen responded that he had already done so.

Councilmember Young stressed that that City Council is not the correct audience for this. Mr. Hoppen said that the only link with the city and this site would be the possible retail development that would cut into the city's market share. Mr. Morton said that it would be wrong for the city to respond that they don't want any change, as the citizens of this community would like to see something done. He suggested that perhaps a better response would be that although is not in the city's jurisdiction, it would be desirable that something be worked out.

John Vodopich asked for clarification on how he is to respond to the County on these three map amendments. Councilmembers asked for additional time to review the information, and asked Mr. Vodopich to bring this back on the January 10th agenda.

Councilmember Ekberg voiced his support of the Map Amendment No. 6. He continued to say that he agreed that there is an access problem with No. 7 which needs to be solved before any changes are made. Councilmember Ruffo agreed with these comments.

Councilmember Young said that he was glad that statistics are kept on land use, but there are many other factors that should be taken into consideration. He continued to explain that it is clear that the area in Map Amendment No. 6 is not desirable as a residential area and ED may be the correct designation.

6. First Reading of Ordinance – Update of Building Codes. Dick Bower, Building Official / Fire Marshal, explained that all three of these ordinances are updates to Title 17 of the Municipal Code. This first one brings the code into compliance with the State Building Code Act and adopts the International Family of Codes that deal with building. He gave an overview of the regulations being adopted. He said that he was involved in drafting a section in the Fire Code on marinas that since has been adopted by the State Building Code Council, and therefore, adopted statewide.

Councilmember Franich asked for clarification on the permit valuation is based on projected profit. Mr. Bower explained that in the building code industry, the valuation of

the project is based on all the things listed in the updates. He said that this is the currently the way it is being calculated. He said that it is based on the contractor's estimated value of the project, which can be applied to a square foot valuation that comes from the International Code Council. He added that the language has been added to the code for clarification. Councilmember Franich said that it doesn't seem right to charge a developer a building permit fee based on his profit. Mr. Bower and Councilmember Young explained that it is based on the value of the building when completed.

Councilmember Dick voiced concern with the removal of the language regarding nuisance abatement of dangerous buildings. Carol Morris explained that the next ordinance will have an alternative process to address this. This will return for a second reading at the next meeting.

7. First Reading of Ordinance – Building Code Advisory Board. Dick Bower said that these are minor corrections to Title 15 of the code, including separation of the section to facilitate future updates to the building code. Councilmember Young asked if the even number of Board Members could cause controversy. Mr. Bower said that this has yet to be an issue. This will return for a second reading at the next meeting.

8. First Reading of Ordinance – Flood Plan Regulations. Dick Bower said that there are minor, typographical changes to this ordinance. He said that allows the city to maintain compliance with the National Flood Insurance Program. He explained that the NFIP maps can be updated at the city's request, and the last time it was done in 1987. He continued to explain that we recently received slope stability studies and some other things as part of the mitigation plan. At this point, the maps seem fairly consistent. This will return for a second reading.

9. Resolution – Autumn Crest Final Plat. John Vodopich presented the resolution for the final plat of Autumn Crest located between McDonald and Soundview Avenue for a 21 lot subdivision. He recommended approval of the final plat with one condition that the plat certificate and the declaration of covenants, conditions and restrictions be recorded prior to issuance of building permits.

MOTION: Move to adopt Resolution No. 636 approving the final plat of the Autumn Crest Planned Residential Development with the condition that the plat certificate and the declaration of covenants, conditions and restrictions be recorded prior to issuance of building permits.
Ruffo / Ekberg – unanimously approved.

STAFF REPORTS:

1. GHPD – November Stats. No verbal report given.

2. Public Right(s) of Way Standards Update. Steven Misiurak, City Engineer, explained that this report provides an implementation schedule to incorporate the Chapter 4 that had been deleted from the Design Guidelines into the future Public

Works Standards. He added that in addition, a separate ordinance would be drafted to incorporate a section that addresses narrow street standards.

Councilmembers Ekberg and Young asked that this issue receive sufficient notification to allow for public comment. Councilmember Dick commented that the allowance of narrow streets would help to address density issues.

Councilmember Franich left the meeting at 10:20 p.m.

PUBLIC COMMENT:

Mary Souza – 5624 43rd Ave NW. Ms. Souza spoke on behalf of Mrs. Kausick, who owns property on the corner of Prentice and Burnham Drive. She recommended an exemption for short plats and boundary line adjustments from the development portion of the moratorium on acceptance of applications for new development or certain types of redevelopment within the height restriction area. She explained that short plats and boundary line adjustments are not relevant to building size, and she had been told that she could not apply due to the moratorium in place. John Vodopich was asked to look at the interpretation to clarify the ruling.

COUNCIL COMMENTS / MAYOR'S REPORT:

The Mayor asked Councilmembers to review the notebook of interest items located in the Council office.

ANNOUNCEMENT OF OTHER MEETINGS: No second Council Meeting in December.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b).

MOTION: Move to adjourn to Executive Session at 10:20 p.m. for approximately thirty minutes for the purpose of discussing pending litigation.
Ruffo / Young - unanimously approved.

MOTION: Move to return to regular session at 10:50 p.m.
Ekberg / Conan – unanimously approved.

MOTION: Move to go back into Executive Session for an additional thirty minutes.
Conan / Ekberg - unanimously approved.

MOTION: Move to return to regular session at 11:20 p.m.
Ekberg / Conan – unanimously approved.

MOTION: Move to authorize John Vodopich to increase the contract amount with Anchor Environmental up to an additional \$50,000 if needed, and bring back the amended contract to the January 10, 2005

Council Meeting. In addition, authorize John Vodopich to sign the Purchase and Sale Agreement for the Eddon Boat Property if all issues are resolved, provided that he calls to obtain a quorum of Councilmember votes.

Ekberg / Ruffo – unanimously approved.

MOTION: Move to adjourn at 11:20 p.m.
Ruffo / Conan – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 17.
Disc #2 Tracks 1 – 13.
Disc #3 Tracks 1 – 10.

Gretchen A. Wilbert, Mayor

Molly Towslee, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PURCHASE AUTHORIZATION FOR LARGE SHEET (PLANS) COPIER
DATE: JANUARY 10, 2005

INTRODUCTION/BACKGROUND

As identified in the 2005 Budget was the purchase of a large sheet (plans) copier.

Price quotations for a Xerox 3040 Copier were obtained from three vendors in accordance with the City's procedure for the purchase of materials (Resolution 593). The price quotations are summarized below:

Xerox 3040 Copier

<u>Vendor</u>	<u>Total</u> (including state sales tax)
Cascade A&E	\$ 9,858.98
Xerox-Pacific Northwest	\$ 10,009.66
Precision Images	\$ 11,376.58

The lowest price quotation received was from Cascade Architectural & Engineering Supplies Company for the Xerox 3040 Copier in the amount of \$9,858.98, including state sales tax.

ISSUES/FISCAL IMPACT

The purchase and installation of the Xerox 3040 Copier is within the budgeted amount of \$44,700, as identified in the 2005 Budget and listed under the Capital Outlay section of the Water, Sewer, Storm, Parks and Street funds. The cost will be divided between each of these funds.

RECOMMENDATION

I recommend that the Council authorize the purchase of the Xerox 3040 Copier from Cascade Architectural & Engineering Supplies Company for their price quotation proposal of nine thousand eight hundred fifty-eight dollars and ninety-eight cents (\$9,858.98), including state sales tax.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: WATER LEAK DETECTION SURVEY
CONSULTANT SERVICES CONTRACT – INSPECTION SERVICES
DATE: JANUARY 10, 2005

INTRODUCTION/BACKGROUND

The water leak detection survey performed annually identifies possible leaks in the city's water distribution system. This survey is identified in the city's Water Comprehensive Plan as a key element of water conservation.

After reviewing the Consultant Services Roster, the firm of Hughes Supply, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, past city performance, and extensive specialized testing experience.

Council approval of the Consultant Services Contract is requested.

POLICY CONSIDERATIONS

Hughes Supply, Inc. meets all of the city's standard insurance provisions excluding professional liability service, which, for this contract, is not necessary.

FISCAL CONSIDERATIONS

This project was anticipated in the adopted 2005 Budget and is within the 2005 Water Operating budgeted allocation of \$5,000, objective #8.

RECOMMENDATION

I recommend that the Council approve the Consultant Services Contract with Hughes Supply, Inc. for consulting and surveying services related to the water leak detection program in an amount not to exceed Two Thousand Nine Hundred Seven dollars and zero cents (\$2,907.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Hughes Supply, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 10013 MLK Jr. Way South, Seattle, Washington 98178 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the water quality sampling, monitoring and report preparation for a Water Leak Detection Project 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 December 14, 2004 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Thousand Nine Hundred Seven dollars and zero cents (\$2,907.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A**, or bill at rates in excess of the hourly rates shown in **Exhibit 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 February 15, 2005; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$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 and the City shall determine the term or provision's true intent or meaning. The City Engineer shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be 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
Tom Ruppenthal
Hughes Supply, Inc.
10013 MLK Jr. Way South
Seattle, Washington 98178
(206) 725-3441

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
By: *[Signature]*
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Tom Ruppenthal
Hughes Supply, Inc.
10013 MLK Jr. Way South
Seattle, Washington 98178

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

(206) 725-3441

(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
COUNTY OF King) ss.

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

_____ of _____ Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-05-05

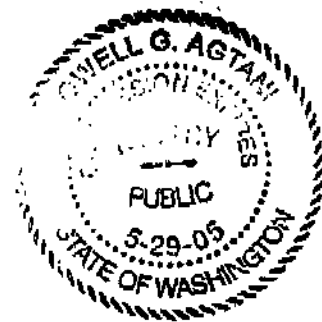
[Signature]

(print or type name)

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

ENG CARRY

My Commission expires: 5-29-05



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert 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



Hughes Supply, Inc.
Utility Services Group
10013 MLK Jr. Way South
Seattle, WA 98178
T 206 725 3441
T 800 621 9292
F 206 725 5932

December 14, 2004

City of Gig Harbor
Attn: Dave Brereton
3510 Grandview St
Gig Harbor, WA 98335

Dear Mr. Brereton:

We would like to take this opportunity to thank you for your confidence in Hughes Supply, Inc., Utility Services Group to perform a water leak detection project. We use the latest technologies available for surveying and pinpointing leaks in areas of the system as discussed. We understand that this project has been approved and the money is available.

CONFIRMED SCHEDULE

This letter is to serve as confirmation of previously discussed scheduling. Our Field Technician, **Geoff Ashworth** with equipment will meet **Greg Foote** at **5116 89th St NW at 7:30 am on Monday, January 31, 2004.** This project has been scheduled for **3 day(s).**

The charge for this project is:	
3 day(s) @ \$969.00 per day:	\$2,907.00
Mobilization Charge:	\$ 000.00

In order to expedite this project and to get the most effective water line survey, it will be necessary for City of Gig Harbor to supply a helper at all times who can assist our Field Technician with information regarding the water system. A helper will also ensure that no areas are missed during the survey and all possible methods are utilized to locate all lines accurately.

Thank you for allowing us to serve you.

Sincerely,

A handwritten signature in cursive script that reads "Tom Ruppenthal".

Tom Ruppenthal
Consultant



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
SUBJECT: COMMUNITY DEVELOPMENT DIRECTOR
EMERGENCY RESPONSE PLAN
CONSULTANT SERVICES CONTRACT
DATE: JANUARY 10, 2005

INTRODUCTION/BACKGROUND

A new federal law requires public water systems to evaluate the security of their water distribution system and prepare plans for action in the event of an emergency. Protective measures to help prevent physical damage or destruction of critical assets must be reviewed. This plan must be submitted to the U.S. Environmental Protection Agency in 2005.

After reviewing the Consultant Services Roster, the firm of Roth Hill Engineering Partners, LLC was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, and extensive specialized experience.

Council approval of the Consultant Services Contract is requested.

POLICY CONSIDERATIONS

Roth Hill Engineering Partners, LLC meets all of the city's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This project is identified in the adopted 2005 Water Operating Budget is within the 2005 Water Operating budgeted allocation of \$25,000, objective 5.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with Roth Hill Engineering Partners, LLC for consulting services for the development of an Emergency Response Plan in an amount not to exceed twenty-four thousand two hundred thirty-six dollars and zero cents (\$24,236.00).

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

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

RECITALS

WHEREAS, the City is presently engaged in the development of an Emergency Response Plan for the City's water system and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January, 2005, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty-four thousand two hundred thirty-six dollars and zero cents (\$24,236.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B**, or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by April 22, 2005; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Kelly Snyder
Roth Hill Engineering Partners, LLC
2600 116th Avenue NE, Suite 100
Bellevue, Washington 98044
(800) 835-0292

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
By: *[Signature]*
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
Kelly Snyder
Roth Hill Engineering Partners, LLC
2600 116th Avenue NE, Suite 100
Bellevue, Washington 98004
(800) 835-0292

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that John Roth III 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 General Manager of Roth Hill Engineering Partners LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/30/04

Jayle Garbarend

GAYLE GARBAREND

(print or type name)

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

Renton, WA
My Commission expires: 5/12/08

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A – SCOPE OF SERVICES

**City of Gig Harbor
Water and Sewer
Emergency Response Plan
January, 2005**

Roth Hill Engineering Partners, LLC

Project Description and Purpose

The Emergency Response Plan (Plan) is in response to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002. The Plan will address numerous hazards by highlighting hazard vulnerability of the City's water and sewer systems in order to outline how the Community Development Department can more effectively respond during major emergency situations. The Plan enables the department to establish program priorities and goals needed for continued operation of the City's utilities during emergencies. The Plan will rely in part on existing City documents and programs, staff knowledge and experience, federal and state emergency management materials, and the City's recently completed Water Vulnerability Assessment.

Scope of Services and Tasks

The scope of services for this project will consist of the following tasks:

A. Task 1: Project Management

Project management will include production and implementation of the project plan, schedule and budget. It also includes project coordination and communication with the City such as internal and external meetings and project file management. It also involves leading the core team process at meetings, assisting the project team members in the implementation of the task items, reviewing the Work-In-Progress reports and administering the monthly invoices to the City.

Client will staff Team meetings as necessary to fulfill planning functions and provide oversight and authority. Roth Hill will staff the Core Team as necessary with:

- Roth Hill Project Manager – Facilitator, internal team lead and project management, certifying agent as necessary if utility is not able to certify
- Roth Hill Project Specialist – Information liaison and collection, data management, process documentation and final report preparation

B. Task 2: Review of Existing Materials

Team Meeting #1 (Task 2-4)

- Gather and Review Existing Gig Harbor Emergency Response Materials

C. Task 3: Chapter 1 - Background

- Prepare Introduction
- Define How to Use the Plan
- Identify and Summarize the City and Community Development Services Department Organizational Structure and Key Personnel
- Describe City's Water and Sewer Facilities and Systems
- Identify and Summarize Facility Plans and Maps

- Summarize City's Water Vulnerability Assessment
- Define Roles and Responsibilities of City Staff and Departments During an Emergency Response
- Identify Alternate Water Sources
- Summarize City's Mutual Aid and Partnership Agreements
- Identify and Summarize City Resources and Equipment
- Summarize Role of City, County, State, and Federal Agencies During an Emergency
- Describe Supporting Materials
- Create Glossary of Terms

D. Task 4: Chapter 2 - Chain of Command, Coordination and Control Center Team Meeting #2 (Task 4-5)

- Prepare Chapter Summary
- Summarize City's Emergency Response Structure
- Summarize Incident Command System
- Summarize Department's Command Structure
- Identify and Summarize Roles and Responsibilities
- Summarize Threat Evaluation Process
- Define and Identify Emergency Operation Center (Location, Procedures and Roles)
- Define and Identify Inter-City and Agency Coordination Activities

E. Task 5: Chapter 3 - Communications

- Prepare Chapter Summary
- Define Internal Notification Procedures
- Summarize Internal Reporting Structure
- Prepare Summary of Public Notification Requirements and Strategies
- Prepare Media Relations Guide and Strategies
- Develop Contact Lists (Adjacent Agencies, Critical Customers, Emergency Response Agencies, Law Enforcement Agencies, Emergency Contractors, Mutual Aid Agencies, Public Health Agencies, Alternate Water Suppliers, Media)
- Create List of Frequently Asked Questions
- Prepare Protocol for Handling Telephone and Mail Threats
- Identify Web Sites for Additional Information

F. Task 6: Chapter 4 - Responding to Emergencies (Action Plans) Team Meeting #3 & Meeting #4 (Task 6-7)

- Prepare Chapter Summary
- Define Emergency Operating Procedures for Key Facilities
- Define System Evaluation Procedures
- Define Water Sampling and Monitoring Program
- Define Threat Classification and Severity of Emergencies
- Identify Priority of Repairs
- Identify Shutdown Procedures
- Identify Methods for Property Protection
- Define Relationship with Law Enforcement
- Create *Action Plans* for Specific Emergency Responses (Earthquakes, Severe Weather, Flood, Volcanoes, Drought, Telephone Threats, Suspicious Mail,

Structural Damage, Contamination, Cyber Attack, Civil Disobedience, Hazardous Spill, Workplace Violence, Vandalism)

G. Task 7: Chapter 5 - Personnel Safety and Training

- Prepare Chapter Summary
- Identify and Summarize General Safety Information and Procedures
- Develop and Summarize Safety Procedures During Emergency Events
- Summarize Facility Evacuation Plans
- Develop and Summarize Training Requirements for ERP
- Identify Training Officer

H. Task 8: Chapter 6- Financial Recovery

- Prepare Chapter Summary
- Define and Summarize Financial Recovery Process and Overview
- Identify and Summarize Documentation Requirements and Agency Contacts
- Identify and Document Financial Recovery Forms

I. Task 9: Chapter 7 - Forms and Samples

- Prepare City Forms
- Collect Forms from Local, County, State, and Federal Agencies
- Create Sample Water & Sewer Notifications
- Create Media Release Worksheet

J. Task 10: Appendices

- Identify and Gather the Following Information:
 - i. Reference WAC 246.290.420, RCW 39.04.280
 - ii. Mutual Aid Agreements
 - iii. FEMA Equipment Rate Guide
 - iv. Materials Safety Data Sheets
 - v. Washington Public Assistance Manual
 - vi. Department of Homeland Security Emergency Preparedness Directorate
 - vii. Existing Emergency Response Plans (Drought, Contamination etc.)
 - viii. Safety Procedures and Manuals
 - ix. Washington State Water and Sewer Utility Contacts

K. Task 11: Prepare Draft and Final Document

Team Meeting #5 (Task 11)

- Design, Layout, Printing and Binding (2)
- Presentation of Draft ERP to Staff for Review
- Review and Incorporate Comments/Changes
- Design, Layout, Printing and Binding (4)
- Presentation of Final ERP to City
- Prepare and Submit Certificate of Completion to United States Environmental Protection Agency

Items not included in this Scope of Services

- Design of any improvements resulting from the Plan
- Providing training or media relations or communication
- Any tasks not specifically included in this Scope of Services

- Preparation of new maps, drawings and materials not specifically included in this Scope of Services

Proposed Project Core Team Meetings Summary

- Meeting #1 – Date to be determined
- Meeting # 2 – Date to be determined
- Meeting #3 – Date to be determined
- Meeting #4 – Date to be determined
- Meeting #5 – Date to be determined

EXHIBIT B – SCHEDULE OF RATES AND ESTIMATED HOURS

TASK DESCRIPTION	TOTAL LABOR		TOTAL REIMBURSABLES	TOTAL COST
	Hours	Cost		
Task 1: Project Management	18	\$2,053	180	\$2,233
Task 2: Review of Existing Materials	8	\$755		\$755
Task 3: Chapter 1 Background	27	\$2,705	\$180	\$2,885
Task 4: Chapter 2 Chain of Command, Coordination and Control Center	9	\$881	\$90	\$971
Task 5: Chapter 3 Communications	22	\$2,265	\$220	\$2,485
Task 6: Chapter 4 Responding to Emergencies (Action Plans)	40	\$4,152	\$240	\$4,392
Task 7: Chapter 5 Personnel Safety and Training	7	\$692	\$70	\$762
Task 9: Chapter 6 Financial Recovery	5	\$503	\$50	\$553
Task 9: Chapter 7 Forms and Samples	5	\$503	\$50	\$553



"THE MARITIME CITY"

ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: LAUREEN LUND, MARKETING DIRECTOR
SUBJECT: 2005 CONTRACTS
DATE: JANUARY 10, 2005

INFORMATION/BACKGROUND

Seven contracts are attached for the 2005 Hotel Motel distribution. Attached you will find contracts for:

Kimberly Svetin, Public Relations Independent Contractor Budgeted 2005	\$15,000
Michael Wilford, Web Design Independent Contractor Budgeted 2005	\$3600
John Fosberg, Graphics Design Independent Contractor Budgeted 2005	\$4600
Destination Development, Marketing Independent Contractor Budgeted 2005	\$10,000
Gig Harbor Historical Society Budgeted 2005	\$3000
Gig Harbor Chamber of Commerce Welcome Center Budgeted 2005	\$3000
Kitsap Visitor and Convention Bureau Budgeted 2005	\$5000

FISCAL CONSIDERATIONS

All of these expenses are budgeted in the 2005 Marketing Office budget from hotel-motel tax

RECOMMENDATION

I recommend approval of the contracts as presented

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Kimberly Svetin DBA Ocean Blue Communications**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Kimberly Svetin, a public relations contractor, whose address is: 1603 42nd Street NW, Gig Harbor WA 98335, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the formation of a tourism public relations campaign and desires that the Consultant perform services necessary to assist in the development of the campaign by contacting travel writers to write about Gig Harbor, update Press Kits and related services.

WHEREAS, the Consultant agrees to perform services more specifically described in Exhibit A, Scope of Service, dated November 09, 2004, which is attached hereto as Exhibit A, and is incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount hourly rate of \$125.00, not to exceed \$1250 per month or \$15,000.00 for the duration of this agreement for the services described in Exhibit A herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, as described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by December 31, 2005.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

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

XVI. Written Notice

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

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

Consultant Kimberly Svetin
1603 - 42nd Street N.W.
Gig Harbor, WA 98335

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 27 day of December, 2004.

THE CITY OF GIG HARBOR

By: KS MS
KIMBERLY SVETIN

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

Exhibit A

SCOPE OF SERVICES

Gig Harbor Public Relations

1. Kimberly Svetin (The Consultant) will meet on a regular, agreed upon basis with the City of Gig Harbor Marketing Director to develop and implement and track a measurable public relations campaign for 2005.
2. The Consultant will develop a list of potential travel writers as well as a list of publication placements based on discussions with the City of Gig Harbor Marketing Director during January 2005. The Consultant will recruit travel writers to write about Gig Harbor through out 2005, based on the goals set with the Marketing Director at the first of the year.
3. The Consultant will work with the Marketing Director in January 2005 to develop potential itineraries for the travel writers to participate in when visiting Gig Harbor
4. The Consultant will update the current Gig Harbor Press Kit with the following information; fact sheet, history and traditions information, attractions and activities information, accommodations information early in 2005. The Consultant will assist the Marketing Director on developing a target list to mail the newly developed press kit in early 2005.
5. The Consultant will write and distribute a monthly press release to a qualified media list with information about the upcoming activities in Gig Harbor as directed by the Marketing Director. Each month by the 15th the Marketing Director will provide the Consultant information for the monthly press release.
6. The Consultant will secure at least 10 travel writers to visit Gig Harbor during 2005. The 10 travel writers will be verified by Consultant as legitimate writers with a proven track record of published articles in the target publications identified by the Marketing Director. Target publications will include; Sunset, Better Homes and Gardens, Coastal Living, National Geographic Traveler, Budget Travel, USA Today, AAA California, AAA Spokane, Food and Wine Publications and newspapers in the following markets – Seattle, Spokane, Vancouver, San Francisco and New York. Working with the Marketing Director specific press trips will be developed and writers secured to participate with a guarantee of 10 participants from February 2005- December 2005.
7. The Consultant will provide monthly reports regarding work completed, contacts made and successes achieved based on goals set by the Marketing Director at the beginning of the year. Additionally the Consultant will provide tear sheets of editorial achieved each month. All of these will be provided with the monthly invoice prior to payment.

EXHIBIT B
CHARGES FOR SERVICES

In Exchange for the Services above

Kimberly Svetin will be paid by the City of Gig Harbor \$125.00 an hour for the services described in Exhibit A Scope of Services, up to a maximum amount of \$1250.00 per month, not to exceed \$15,000.

Kimberly Svetin will submit monthly invoices for processing by the City of Gig Harbor for the services performed.

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

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**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Michael Wilford DBA Wilford Design**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Michael Wilford, a web design contractor, whose address is: 310 39th Avenue Court NW, Gig Harbor WA 98335, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the formation of website tourism marketing campaign and desires that the Consultant perform services necessary to assist in the development of the campaign by updating and creating new pages for the tourism website.

WHEREAS, the Consultant agrees to perform the services more specifically described in Exhibit A, Scope of Service, dated November 9, 2004, which is attached hereto as Exhibit A, and is incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount hourly rate of \$60.00, not to exceed \$300 per month or \$3600.00 for the duration of this agreement for the services described in Exhibit A herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit quarterly invoices to the City after such services have been performed, as described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by December 31, 2005.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

1. Automobile Liability insurance with limits no less than \$300,000 combined single limit per accident for bodily injury and property damage; and

C. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. The City reserves the right to receive a certified copy of all the required insurance policies.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

Consultant Michael Wilford
310 39th Avenue Court NW
Gig Harbor, WA 98335

XVII. Assignment

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

XVIII. Modification

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

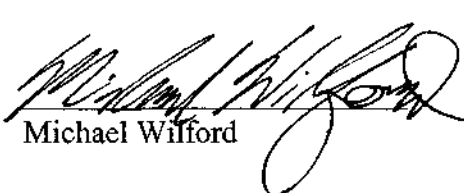
XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20__.

THE CITY OF GIG HARBOR

By:


Michael Wilford

By: _____

Mayor

APPROVED AS TO FORM:

Exhibit A

SCOPE OF SERVICES

Gig Harbor Tourism Web Design and Maintenance

1. Michael Wilford (The Consultant) will meet on a regular, agreed upon basis with the City of Gig Harbor Marketing Director to develop and implement upgrades and changes to the tourism website.
2. The Consultant will update previously designed Gig Harbor promotion pages on www.gigharborguide.com as directed by the Marketing Director.
3. The Consultant will work with the Marketing Director in January 2005 to develop a web marketing plan for email marketing and newsletters.
4. The Consultant will work with the Marketing Director in January 2005 to redesign and develop a new and improved monthly email newsletter that functions with the website.
5. The Consultant will design and implement special functionality projects on the tourism website including surveys of website visitors.
6. The Consultant will design email marketing templates for use by the Marketing Director
7. The Consultant will provide 10 new web page designs in a 12 month period, to be created as needed and directed by the Marketing Director.

EXHIBIT B
CHARGES FOR SERVICES

In Exchange for the Services above

Michel Wilford will be paid by the City of Gig Harbor \$60.00 an hour for the services described in Exhibit A Scope of Services, up to a maximum amount of \$300.00 per month, not to exceed \$3,600.

Michael Wilford will submit quarterly invoices for processing by the City of Gig Harbor for the services performed.

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**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
John Fosberg DBA Fosberg Design Group**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and John Fosberg, a Graphics Designer, whose address is: 6509 46th Street NW, Gig Harbor WA 98335 Gig Harbor WA 98335, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the formation of a tourism marketing campaign and desires that the Consultant perform services necessary to assist in the development of the print advertising needs and photo library management; and

WHEREAS, the Consultant agrees to perform the services more specifically described in Exhibit A, Scope of Service, dated November 15, 2004, which are attached hereto as Exhibit A, and is incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an hourly rate of \$160.00, not to exceed \$1150 per quarter or Four Thousand Dollars (\$4600.00) for the duration of this Agreement for the services described in Exhibit A herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit quarterly invoices to the City after such services have been performed, as described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by December 31, 2005.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

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

XVI. Written Notice

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

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

Consultant John Fosberg
6509 46th Street NW
Gig Harbor, WA 98335

XVII. Assignment

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

XVIII. Modification

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

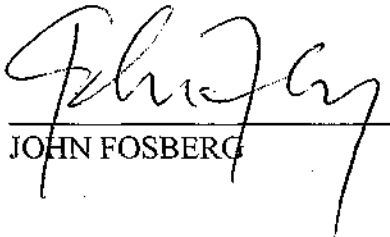
XIX. Entire Agreement

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20__.

THE CITY OF GIG HARBOR

By: 
JOHN FOSBERG

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

Exhibit A

SCOPE OF SERVICES

Gig Harbor Public Relations

1. John Fosberg (The Consultant) will meet on a regular, agreed upon basis with the City of Gig Harbor Marketing Director to develop and implement advertising pieces for print publications for promoting the City of Gig Harbor as a tourism destination.

2. The Consultant will design the following ads as needed and directed by the Marketing Director;
 - One ad for Northwest Travel Magazine Due March 10, 05

 - Two ads for Sunset Magazine to include;
Due December 1, 04
And September 1, 05

 - One ad for Home & Garden Magazine Due January 2005

 - Two additional ads to be determined

3. The Consultant will maintain the Gig Harbor Photo Library digital images and provide the Marketing Director photos as needed digitally through out the year.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Destination Development, a corporation in the State of Washington whose address is: 120 State Avenue NE #300, Olympia, WA 98501 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in a plan to expand the tourism and marketing program and desires that the Consultant perform services necessary to assist in the development of the future campaign by assessing our existing program and developing a plan for our future and;

WHEREAS, the Consultant agrees to perform the services more specifically described in Exhibit A, Scope of Service, dated November 23, 2004, which is attached hereto as Exhibit A, and is incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant for the Marketing and On-site Assessments and the Workshop and Report (Exhibit A, Items 1,2,3,4) in the amount of four thousand five hundred dollars (\$4500), which amount includes travel and related costs (excluding food). Additionally tourism development/marketing consulting services shall perform as described in exhibit A and shall invoice the City at the hourly rates and fees as shown (Exhibit A, Item 5) up to a total amount of five thousand five hundred dollars (\$5,500) which includes travel and related costs (excluding food). The amount to be paid by the City for the work performed by the Consultant under this contract shall not exceed a total, combined amount of ten thousand dollars (\$10,000). This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit one invoice to the City for the Assessment and one per month for the hourly services, after such services have been performed, as described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by December 31, 2005.

V. Termination

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

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

terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as Exhibit A and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

Consultant Roger Brooks
Destination Development
120 State Avenue NE #300
Olympia, WA 98501

XVII. Assignment

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

XVIII. Modification


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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20__.

THE CITY OF GIG HARBOR

By: 
ROGER BROOKS, Destination Development
It's President

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

Exhibit A

SCOPE OF SERVICES

Gig Harbor Community Tourism Assessment and Workshop Consulting

1. Distance Marketing Assessment: With little or no knowledge of the area, a staff member of the consultant will plan a trip using whatever means they would typically use to plan a vacation or getaway. The object is to determine the effectiveness of the area's marketing efforts including website, travel guide write-ups, visitor information services (toll-free numbers) advertising, marketing materials etc. Assessment report to be provided (see Item #7)
2. The Consultant will take a professional look at all current marketing materials, advertising, public relations and website that are produced by the Gig Harbor Marketing Office and provide input and suggestions on more effective branding.
3. On-site assessment: This element includes a visit to Gig Harbor to assess the community through the eyes of the visitor. This includes a no-holds barred look at signage (public and private), wayfinding (ease of getting around), parking, general appeal (architecture, beautification), critical mass/business mix, visitor information services, visitor amenities, local attitude, customer service, attractions (things to see and do), etc. For every challenge noted, the consultant will offer a suggestion on how to correct it. This would be done by Roger Brooks and his staff.
4. Workshop: The Consultant will host a public workshop at which he will showcase the findings and suggestions of the assessment process in a multi-media workshop. This workshop will be open to the general Gig Harbor public and will be held on Wednesday February 16th from 6:30-8:30 at the Gig Harbor Civic Center, 3510 Grandview Street, Gig Harbor WA 98335. The City shall provide the projection screed and LCD projector and equipment and power for the workshop.
5. Additional tourism development/marketing services will be provided to the City of Gig Harbor on an as-needed basis as coordinated with the City Marketing Director. Consultant will be paid \$180 per hour for this service, or \$85 an hour for staff services not to exceed the total budgeted cost of \$5500.
6. The Consultant will bill The City of Gig Harbor for mileage at .35 cents per mile and any other additional travel related costs (except food), not to exceed the total budgeted cost of \$5500.
7. Upon completion of the Assessment and the follow up meetings, the mulit-media presentation and an "Assessment Findings & Suggestions Report" will be sent to the City in a printed version (6 hard copies) and as PDF file on a CD Rom.

EXHIBIT B
CHARGES FOR SERVICES

In Exchange for the Services above

Roger Brooks/Destination Development will be paid by the City of Gig Harbor four thousand five hundred dollars (\$4500) for the Marketing and On-Site Assessment and the Workshop and Report. Destination Development will submit an invoice for this service when complete. This fee includes all travel and related expenses (excluding food).

Roger Brooks/Destination Development will be paid by the City of Gig Harbor \$180 per hour (for Roger Brooks) and \$85 an hour (for staff research if needed) for additional tourism consulting and destination services over and above those given for the Marketing and On-Site Assessment/Workshop for a total cost not to exceed five thousand five hundred dollars (\$5500). This fee includes all travel and related expenses (excluding food). Destination Development will submit invoices for these services on a monthly basis for work completed the prior month.

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

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**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES
BETWEEN GIG HARBOR AND THE GIG HARBOR
PENINSULA HISTORICAL SOCIETY AND MUSEUM**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Gig Harbor Peninsula Historical Society and Museum, a Washington non-profit corporation, 4218 Harborview Drive, Gig Harbor, Washington, (hereinafter the "Historical Society"), for tourism promotion activities, as described in this agreement.

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

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

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

WHEREAS, the Lodging Tax Advisory Committee made its recommendation to the City Council for the City to provide Three Thousand Dollars (\$3000.00) in funding to the Historical Society for the purposes authorized by statute and this Agreement; and

WHEREAS, the City desires to provide the funds to the Historical Society to provide the tourism promotion activities set forth herein; Now, Therefore,

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

Section 1. Scope of Activities. The City shall provide Three Thousand Dollars (\$3000.00) in funding to the Historical Society to perform the following activities and no others:

- A. The Historical Society will hire a consultant to carry out a heritage assessment within the Gig Harbor City Limits which will include an on-site review, interviews with key stakeholders, a kick-off meeting with a core group to discuss expectations, a closing meeting with a core group or town hall format and a final written report to be used by the Historical Society and the City of Gig Harbor in planning heritage restoration, projects and tourism. Completion of all of the above including the written report submitted to the City of Gig Harbor by December 31, 2005. The City of Gig Harbor Marketing Director will be involved in all of the above.

Section 2. **Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties, and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. **Funding.** The total amount of funds provided by the City to the Historical Society shall not exceed Three Thousand Dollars (\$3000.00) and will be paid upon receipt of invoice from the Historical Society. The Historical Society shall perform the activities and expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

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

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

Section 6. **Reporting.** The Historical Society agrees to produce a final report summarizing the activities performed under this Agreement and the Historical Society's expenditures of the funds distributed under this Agreement on or before December 31 2005 as stated in Section 1. A. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

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

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

Section 9. **Indemnification.** The Historical Society agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each

contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the Historical Society under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

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

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

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

DATED

CITY OF GIG HARBOR

By _____
Its Mayor


ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

THE GIG HARBOR PENINSULA HISTORICAL SOCIETY



By Jennifer Kilmer Executive Director
It's Corporate Secretary

**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES
BETWEEN GIG HARBOR AND THE GIG HARBOR
PENINSULA AREA CHAMBER OF COMMERCE**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Gig Harbor Peninsula Area Chamber of Commerce, a Washington corporation, 3302 Harborview Drive, Gig Harbor, Washington, (hereinafter the "Chamber"), for tourism promotion activities, as described in this agreement.

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

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

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

WHEREAS, the Lodging Tax Advisory Committee made its recommendation to the City Council for the City to provide Three Thousand Dollars (\$3000.00) in funding to the Chamber for the purposes authorized by statute and this Agreement; and

WHEREAS, the City desires to provide the funds to the Chamber to provide the tourism promotion activities set forth herein; Now, Therefore,

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

Section 1. Scope of Activities. The City shall provide Three Thousand Dollars (\$3000.00) in funding to the Chamber to perform the following activities and no others:

- A. Maintain the Gig Harbor Welcome Center for visitors including staffing the Welcome Center Monday – Friday and Saturdays during the summer (Memorial Day to Labor Day). Assist walk-in, and phone –in requests with brochures and promotional materials.
- B. Fulfill bulk mail projects of #10 inserts from leads generated through advertising as directed by the City Marketing Director not to exceed ~~14~~ times annually. City will supply all materials including envelopes and postage. 1300

- C. The Chamber will continue to manage until February 1st 2005 the web requests and mailings. On February 1st, 2005 that duty will terminate and the City Marketing Office shall assume this duty as of February 2nd 2005.
- D. The Chamber will continue to update the visitor database, tour operator database until February 1st 2005. On February 1st, 2005 that duty will terminate and the City Marketing Office shall assume this duty as of February 2nd 2005. The Chamber will provide the marketing office a disk of all current tourism databases .
- E. The Chamber will continue to fill the brochure racks at the Jerisich and Finholm locations until February 1st, 2005. On February 1st, 2005 that duty will terminate and the City Marketing Office will assume this duty as of February 2nd 2005..

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties, and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Either party can terminate this contract with a written 90-day advance notice to the other party. Sections 4, 9 and 11 of this agreement shall survive termination of this agreement.

Section 3. Funding. The total amount of funds provided by the City to the Chamber shall not exceed Three Thousand Dollars (\$3000.00) and will be paid quarterly upon receipt of invoice from the Chamber. The Chamber shall perform the activities and expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

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

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

Section 6. Reporting. The Chamber agrees to produce a final report summarizing the activities performed under this Agreement and the Chamber's expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

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

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

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

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

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

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

DATED

CITY OF GIG HARBOR

By _____
Its Mayor

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

THE GIG HARBOR PENINSULA AREA CHAMBER OF COMMERCE



By Kim D.E.D. Hails, Executive Director
It's Corporate Secretary

**AGREEMENT FOR DISTRIBUTION OF HOTEL-MOTEL TAX
BETWEEN GIG HARBOR AND THE KITSAP VISITOR AND CONVENTION BUREAU**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Kitsap Visitor and Convention Bureau a Washington corporation, located at 2 Rainier Avenue, Port Gamble, Washington, (hereinafter the VCB) for the distribution of hotel-motel taxes to the VCB, to be used for the express purposes set forth in this agreement.

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

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

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

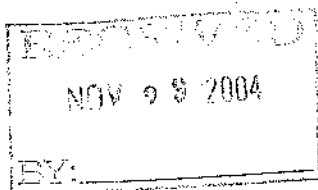
WHEREAS, the Lodging tax Advisory Committee made its recommendation to the City Council, which included the transfer Five Thousand Dollars (\$5000.00) to the VCB for the purposes authorized by statute and as further described in the City of Gig Harbor 2005 budget; and

WHEREAS, the City desires to disburse such funds to the VCB, and to obtain the VCB's agreement to expend such funds for the purposes described herein; Now, Therefore,

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

Section 1. Scope of Activities. The City shall provide Five Thousand Dollars (\$5000.00) to the VCB in funding upon execution of this agreement, to be used for the following purposes and no others:

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



- C. Public Relations – The VCB Staff will serve as a support contact for consumer and trade media seeking information about Gig Harbor.
- D. New Projects - The VCB Staff will include Gig Harbor in new projects as they come available and as agreed upon with the Gig Harbor Marketing Director such as the Sports Council, Mosquito Fleet and Scenic Byways projects.
- E. Results – The VCB Marketing Director will produce an annual report and detailed quarterly reports with trackable results for presentation at the Gig Harbor Lodging Tax Advisory Committee quarterly meetings.

Section 2. Term. This agreement shall commence upon execution by the VCB and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total disbursement made by the City to the VCB shall not exceed Five Thousand Dollars (\$5000.00) and will be disbursed upon receipt of invoice from the VCB. The VCB shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

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

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

Section 6. Reporting. The Grantee agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2006. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

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

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

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

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

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

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

DATED

CITY OF GIG HARBOR

By _____
Its Mayor

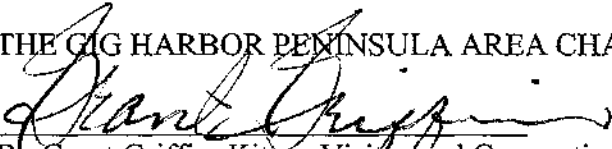
ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

THE GIG HARBOR PENINSULA AREA CHAMBER OF COMMERCE



By Grant Griffin, Kitsap Visitor and Convention Center
It's Executive Director



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS – MCCORMICK RIDGE LLC REQUEST (ANX 04-02)
DATE: JANUARY 10, 2005

INTRODUCTION/BACKGROUND

The City has received a complete Notice of Intention to Commence Annexation Proceedings from the McCormick Ridge LLC for a proposal to annex approximately eleven (11) acres of property consisting of five tax parcels located west of Canterwood Boulevard and adjacent to the existing City limits. The Pierce County Boundary Review Board has approved the legal description, map, and certified the signatures.

After the filing of the request, the City Council is to meet with the initiating parties to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

If accepted, the process will then move forward with the circulation of a formal petition for annexation.

RECOMMENDATION

I recommend that Council set a date of February 14, 2005 to meet with the initiating parties of the McCormick Ridge LLC Notice of Intention to Commence Annexation Proceedings.

**NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS**

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

Dear Mayor and City Council:

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

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

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

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

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

Exhibit A
McCormick Ridge LLC Annexation Legal Description
ANX 04-04

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

Beginning at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 25, Township 22 North, Range 1 East of the Willamette Meridian, also said point being on the Westerly right of way line of Canterwood Boulevard N.W.;

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

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

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

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

Thence continuing Northwesterly along said Easterly right of way to the Northwest corner of said Short Plat;

Thence East along the North line of said Short Plat to the East line of Lot 4 of said Short Plat;

Thence South along said East line to the North line of Lot 3 of said Short Plat;

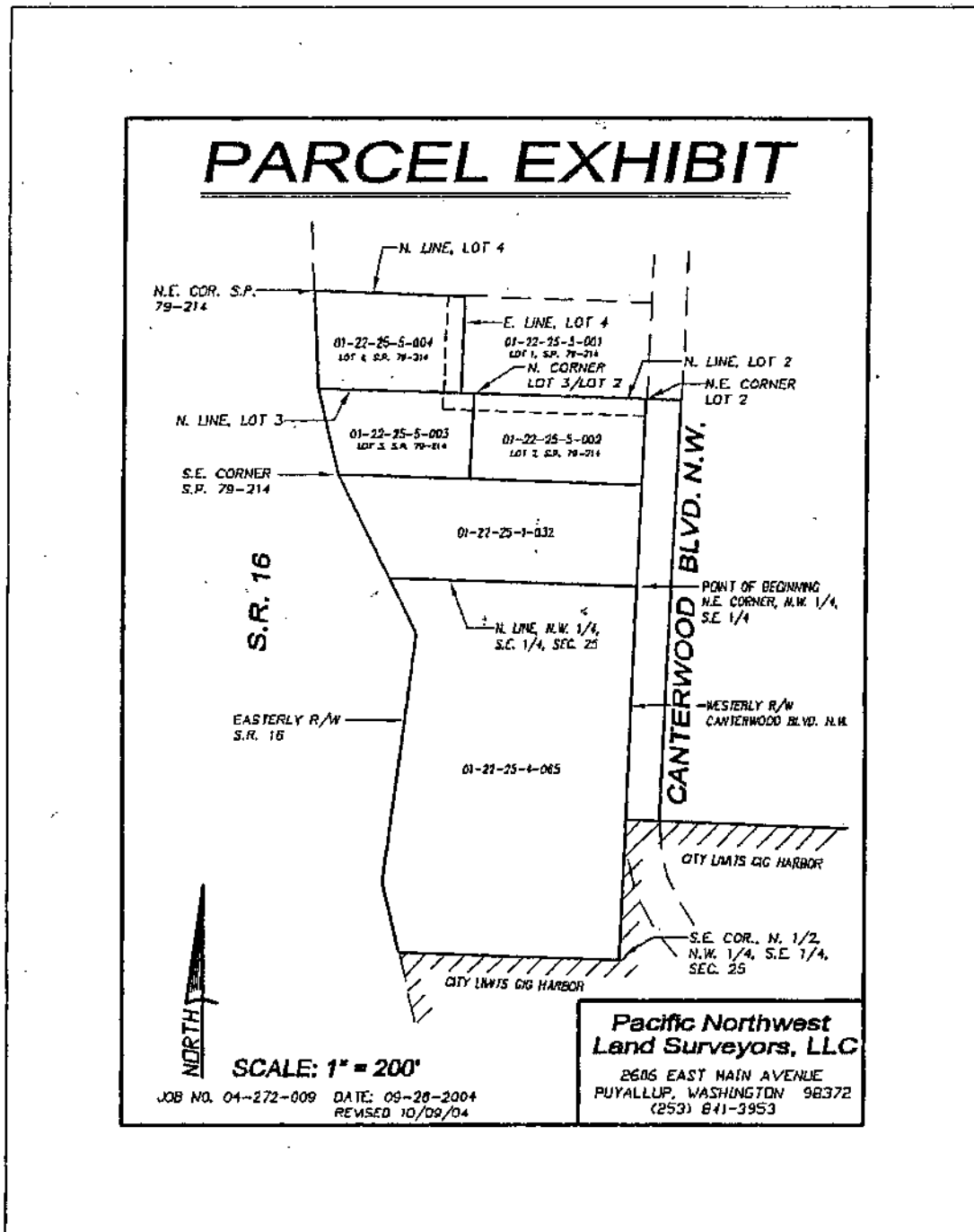
Thence East along last said North line to the North corner of Lot 3 and Lot 2 of said Short Plat;

Thence along the North line of Lot 2 of said Short Plat to the Northeast corner of said Lot 2, also being on the Westerly right of way line of Canterwood Boulevard N.W.;

Thence South along said Westerly right of way line of Canterwood Boulevard N.W. to the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 25 and being the **Point of Beginning**.

Together with the right of way for Canterwood Boulevard N.W. abutting this annexation and lying North of the boundary of Gig Harbor as established by Ordinance 746, dated January 27, 1997.

Exhibit B
McCormick Ridge LLC Annexation Map ANX 04-04





McCormick Ridge LLC Annexation
ANX 04-04

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:12/03/04

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20050331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 GOURMET ESSENTIALS, INCORPORAT	GOURMET ESSENTIALS 5500 OLYMPIC DR NW #I-102 GIG HARBOR WA 98335 0000	078110	GROCERY STORE - BEER/WINE
2 PARK, JOHN M PARK, WAN CHA	HARBOR ARCO AM/PM MART 5119 OLYMPIC DR W GIG HARBOR WA 98335 0000	080805	GROCERY STORE - BEER/WINE
3 DROHAN CORPORATION	HARBOR INN RESTAURANT 3111 HARBORVIEW DR GIG HARBOR WA 98335 0000	359834	SPIRITS/BR/WW REST LOUNGE +

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 1/03/05

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20050430

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 LA FAMILIA LOPEZ, INC.	EL PUEBLITO FAMILY MEXICAN RESTAURANT 3226 HARBORVIEW DR STE 7 GIG HARBOR WA 98332 2182	358890	SPIRITS/BR/WN REST LOUNGE +



TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: RESOLUTION - CITY SUPPORT FOR FEBRUARY 8, 2005,
PENINSULA SCHOOL DISTRICT LEVY
DATE: JANUARY 10, 2005

INFORMATION/BACKGROUND

The attached resolution supports the upcoming Peninsula School District levy.

RECOMMENDATION

Mayor Wilbert and I recommend that the City Council pass the attached resolution.

RESOLUTION NO. 637

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, ENDORSING THE PENINSULA SCHOOL
DISTRICT LEVY OF FEBRUARY 8, 2005.**

WHEREAS, a strong school system contributes to a community's vitality;
and

WHEREAS, great schools play an integral role in developing great
communities; and

WHEREAS, local businesses, citizens and property owners know the
benefits of a quality school district that is supported by its community through
continued levy passage; and

WHEREAS, the Educational Maintenance and Operating Levy adopted by
Peninsula School District No. 401 Board of Directors is a replacement levy; and

WHEREAS, strong educational programs produce and sustain solid
citizens; and; now, therefore,

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

The Gig Harbor City Council strongly supports the passage of the
February 8, 2005 Peninsula School District Maintenance and Operations levy.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR
this 10th day of January, 2005.**

APPROVED:

Gretchen A. Wilbert, Mayor

John Picinich, Councilmember

Steven Ekberg, Councilmember

Derek Young, Councilmember

Jim Franich, Councilmember

Bob Dick, Councilmember

Paul Conan, Councilmember

Frank Ruffo, Councilmember

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 12/8/04
PASSED BY THE CITY COUNCIL: 1/10/04
RESOLUTION NO. 637

RECEIVED
PIERCE CO. AUDITOR

DEC 22 2004

PAT McCARTHY

PENINSULA SCHOOL DISTRICT NO. 401
PIERCE COUNTY, WASHINGTON

EDUCATIONAL MAINTENANCE AND OPERATIONS LEVY

RESOLUTION NO. 04-16

- A RESOLUTION of the Board of Directors of Peninsula School District No. 401, Pierce County, Washington, providing for the submission to the qualified electors of the District at a special election to be held therein on February 8, 2005, of the proposition of whether excess taxes should be levied of \$14,432,134 in 2005 for collection in 2006, \$14,529,914 in 2006 for collection in 2007, \$14,939,450 in 2007 for collection in 2008, and \$15,361,089 in 2008 for collection in 2009, said excess taxes to pay part of the educational maintenance and operations support of the District.

ADOPTED DECEMBER 16, 2004

PREPARED BY:

PRESTON GATES & ELLIS LLP
Seattle, Washington



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DICK J. BOWER, CBO *DB*
BUILDING OFFICIAL/FIRE MARSHAL
SUBJECT: PUBLIC HEARING AND SECOND READING OF ORDINANCE
- UPDATE OF CITY BUILDING CODES
DATE: JANUARY 10, 2005

INFORMATION/BACKGROUND

Attached and for your consideration and for second reading is an ordinance updating the City's building codes. On July 1, 2004 the State of Washington put into effect the new State Building Code pursuant to 19.27 and 70.92 RCW. This included the adoption of the 2003 editions of the International Building, Fire, Mechanical, and Fuel Gas Codes as well as the 2003 ed. of the Uniform Plumbing Code, and the 2003 ed. of the WA St. Energy Code and Ventilation and Indoor Air Quality Code. State law requires that local jurisdictions charged with administration of building code programs enforce, at a minimum, the State Building Code.

The ordinance before the Council proposed to adopt the codes specified in the State Building Code as amended by the State, with certain local amendments to the administrative chapters, and the addition of selected appendix chapters considered relevant to building construction and development in the City. In addition, the International Existing Building Code is proposed to provide desired clarification and guidance on the application of the International Codes to existing buildings; and the Uniform Code for the Abatement of Dangerous Buildings is proposed to provide guidance in the abatement of buildings and structures presenting a fire, life or safety hazard to the public due to structural failure or dilapidation.

Since the first reading, minor amendments have been made to the Uniform Code for the Abatement of Dangerous Buildings and the Enforcement chapter to reflect Council's comments and desires.

POLICY CONSIDERATIONS

The codes proposed for adoption offer the most current and comprehensive construction, and fire and life safety codes available. In keeping with the wishes of the State Building Code Council and the Washington Association of Building Officials, amendments to the structural and design provisions have been limited to those necessary to address unique local conditions. As proposed, the

ordinance will provide the City with progressive, predictable construction codes consistent with those in effect in other jurisdictions statewide.

FISCAL CONSIDERATIONS

Adoption of the State Building Code has required the purchase of code and reference books and other publications necessary for the effective application and enforcement of the new codes. In addition, staff training is being provided on an ongoing basis to educate staff in the intent, interpretation and application of the new codes. These expenditures are anticipated under Training and Publications in the 2005 Budget.

RECOMMENDATION

On November 30, 2004 the City's Building Code Advisory Board convened to consider this ordinance. It was unanimously recommended by the Board that the ordinance be passed by the Council. I recommend that the City Council approve the ordinance as presented at this second reading.

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ADOPTION OF THE WASHINGTON STATE BUILDING CODE, ADOPTING THE 2003 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL EXISTING BUILDING CODE AND THE UNIFORM PLUMBING CODE BY REFERENCE, ADOPTING THE 1997 EDITION OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS BY REFERENCE, ADOPTING THE WASHINGTON ENERGY CODE, THE WASHINGTON STATE VENTILATION AND INDOOR AIR QUALITY CODE AND HISTORIC BUILDING CODE BY REFERENCE, AS WELL AS CERTAIN AMENDMENTS TO THE CODES, MAKING CHANGES TO THE CITY'S TITLE 15 CODE ENFORCEMENT PROCESS, ELIMINATING HEARING EXAMINER APPEALS AND AMENDING THE PENALTIES FOR VIOLATIONS; REPEALING CHAPTERS 15.06, 15.08, 15.10, 15.12, 15.18, 15.32, 15.36; ADOPTING NEW CHAPTERS 15.06, 15.08, 15.10, 15.12, 15.14, 15.16, 15.18, 15.20, 15.22 AND 15.26 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the Washington State Legislature adopted the state building code, to be effective in all counties and cities in Washington (RCW 19.27.031); and

WHEREAS, the state building code is comprised of a number of published codes, which are adopted by reference; and

WHEREAS, the City of Gig Harbor may adopt local amendments, consistent with chapter 19.27 RCW; Now, therefore:

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

Section 1. Chapter 15.06 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new chapter 15.06 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

CITY BUILDING CODE

Sections:

- 15.06.010 Purpose.**
- 15.06.020 State Building Code – Adoption.**
- 15.06.030 Code Conflicts.**
- 15.06.040 Exclusions from Permit Processing.**
- 15.06.050 Submission and Acceptance of Applications.**

15.06.010 Purpose. The purpose of this chapter is to promote the health, safety and welfare of the public as a whole by ensuring that buildings, dwellings, structures and land will be constructed, maintained and used in a manner so as to reduce hazards, increase durability and require consistent patterns of community development; provided that any duties established in this chapter or the codes adopted in this chapter are duties owed to the public as a whole, not to any individual, persons or class of persons.

15.06.020 State Building Code adoption. The following codes, together with the specifically identified appendices and the amendments in the Washington Administrative Code (WAC), and as further amended in this Chapter, are hereby adopted by reference:

A. The International Building Code, 2003 Edition, as published by the International Code Council, Inc, including Appendix J, and as amended pursuant to chapter 51-50 WAC;

B. The International Residential Code, 2003 Edition, as published by the International Code Council, Inc., including Appendix Chapter G, as amended pursuant to chapter 51-50 WAC;

C. The International Mechanical Code, 2003 Edition, as published by the International Code Council, Inc., including Appendix A, as amended pursuant to chapter 51-52 WAC;

D. The International Fire Code, 2003 Edition, as published by the International Code Council, Inc., including chapter 46 and Appendix Chapters B and C, as amended pursuant to chapter 51-45 WAC;

E. The Uniform Plumbing Code, 2003 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended pursuant to chapter 51-56 WAC and the Uniform Plumbing Code Standards (Appendices B and H to the Uniform Plumbing Code, as amended pursuant to Chapter 51-57 WAC;

F. The International Existing Building Code, 2003 Edition, as published by the International Code Council, Inc. including Appendix Chapters A and B;

G. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials;

H. The Washington State Energy Code as published by the Washington State Building Code Council, pursuant to chapter 51-11 WAC;

I. The Washington State Ventilation and Indoor Air Quality Code as published by the Washington State Building Code Council, pursuant to WAC 51-13 WAC; and

J. The Historic Building Code, as written by the Washington State Building Code Council, pursuant to Chapter 51-19 WAC.

15.06.030. Code Conflicts. In cases of conflict among the codes enumerated in Section 15.06.020 (A), (B), (C) and (D), the first named code shall govern over those following.

15.06.040. Exclusions from project permit processing. Pursuant to RCW 36.70B.140(2), building permits, other construction permits or similar administrative approvals which are categorically exempt from environmental review under the State Environmental Policy Act (Chapter 43.21C RCW) and GHMC Title 18 (SEPA), or permits/approvals for which environmental review has been completed in connection with other project permits under GHMC Title 19, are excluded from the following procedures:

A. Notice of application (GHMC 19.02.004);

- B. Except as provided above, optional consolidated project permit review processing (GHMC 19.02.002(B);
- C. Joint public hearings (GHMC 19.01.004).

15.06.050. Submission and acceptance of Application. The procedures set forth in GHMC Section 19.02.003 shall apply to building permit applications.

Section 3. Chapter 15.08 of the Gig Harbor Municipal Code is hereby repealed.

Section 4. A new chapter 15.08 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

15.06.060 Definitions. The following definitions shall apply when used in this Title.

Building Official/Fire Marshal. Wherever the terms building official, code official, fire code official, authority having jurisdiction, or other reference to the chief code enforcement official is used in this Title, it shall mean the Building Official/Fire Marshal of the City of Gig Harbor.

15.08 Amendments to the International Building Code

Sections:

- 15.08.010 Amendment to IBC Section 103.**
- 15.08.020 Amendment to IBC Section 105.**
- 15.08.030 Amendment to IBC Section 108.**
- 15.08.040 Amendment to IBC Section 109.**
- 15.08.050 Amendment to IBC Section 110.**
- 15.08.060 Amendment to IBC Section 112.**
- 15.08.070 Amendment to IBC Section 113.**
- 15.08.080 Amendment to IBC Section 114.**

15.08.010. Amendment to IBC Section 103.

Section 103 of the International Building Code is amended as follows:

103.1 Creation of enforcement agency. The Division of Fire and Building Safety is hereby created in the Community Development Department for the purpose of enforcing this code; and the official in charge thereof shall be known as the building official/fire marshal.

103.2 Appointment. The building official/fire marshal shall be appointed by the chief appointing authority of the City of Gig Harbor.

103.3 Deputies. In accordance with the prescribed procedures of the this jurisdiction, City of Gig Harbor and with the concurrence of the appointing authority, the building official/fire marshal shall have the authority to appoint an deputy assistant building official/fire marshal, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official/fire marshal. ~~For the maintenance of existing properties, see the International Property Maintenance Code.~~

15.08.020 Amendment to IBC Section 105. Section 105 of the International Building Code is amended as follows:

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or cause such work to be done, shall first make application to the building official and obtain the required permit. A building permit shall also be required for the installation or structural modification of a sign which will be attached to building or be self supporting with the top of the sign over 36 inches above grade. The issuance of a building permit for the installation or structural modification of a sign does not exempt the applicant from obtaining the necessary sign permit.

* * *

105.2 Work exempt from permit: Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, play houses and similar uses, provided the floor area does not exceed ~~420~~ 200 square feet (18.58 m²).
2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls which are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18925 L) and the ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks, driveways and platforms not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy, as applicable in Section 101.2, which are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
11. Swings and other playground equipment accessory to detached one and two family dwellings.
12. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Group R-3, as applicable in Section 101.2 and Group U occupancies.
13. Movable cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
14. All interior signs, flags, pennants, streamers, banners, balloons, inflatable signs, the painting of a sign on glazing, the change of a sign plastic face and other nonstructural modifications to a sign which is attached to a building or nonstructural modifications to a self supported sign. This exception does not exempt the applicant from obtaining the necessary sign permit.

Electrical:

~~Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved permanently installed receptacles.~~

~~Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply, the installation of towers and antennas.~~

~~Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.~~

Electrical permits, inspections and approvals shall be under the jurisdiction of the Washington State Department of Labor and Industries, Electrical Section.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require replacement or rearrangement of valves, pipes or fixtures.

105.3. Application for permit.

A. To obtain a permit, the applicant shall first file a written application on a form furnished by the City for that purpose. An application therefore in writing on a form furnished by the department of building safety. Such application shall:

A complete building permit application shall consist of the following information:

1. The legal description or tax parcel number and the street address of the property;
 2. The property owners name, address, and phone number;
 3. A description of the work to be covered by the permit for which application is made;
 4. The proposed use and occupancy for which the proposed work is intended;
 5. The valuation of the proposed work; and
 6. Evidence of potable water and a sewer connection.
1. ~~Identify and describe the work to be covered by the permit for which application is made;~~
 2. ~~Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.~~
 3. ~~Indicate the use and occupancy for which the proposed work is intended.~~
 4. ~~Be accompanied by construction documents and other information as required in Section 106.3.~~
 5. ~~State the valuation of the proposed work.~~

- ~~6. Be signed by the applicant, or the applicant's authorized agent.~~
- ~~7. Give such other data and information as required by the building official.~~
7. All materials and information required by IBC Section 106.

B. For all projects with a valuation in excess of five thousand dollars, the following additional information shall be required in accordance with RCW 19.27.095:

1. The prime contractor's business name, address, phone number, current state contractor registration number; and

2. Either:

a. The name, address and phone number of the office of the lender administering the interim construction financing, if any, or

b. The name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than 50 percent of the total amount of the construction project;

3. A SEPA Checklist, and any other information required to demonstrate compliance with the State Environmental Policy Act, as adopted by the city under GHMC Title 18;

C. If the information required by IBC section 105.3(B)(1) and (B)(2) above are not available at the time the application is submitted, the applicant shall so state and the application shall be processed forthwith and the permit issued as if the information had been supplied, and the lack of the information shall not cause the application to be deemed incomplete for the purposes of vesting. However, the applicant shall provide the remaining information as soon as the applicant can reasonably obtain such information.

105.3.1 Action on application. The building official shall review the application according to the procedures in GHMC Section 19.02.003, and shall issue the building permit within the deadline required by GHMC Section 19.05.009. ~~The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall deny reject such application in writing, stating the reasons therefore. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefore. As seen as practicable.~~

105.3.2 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official/fire marshal is authorized to grant one or more extensions of time for additional periods not exceeding 90

days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 Vesting. A valid and fully complete building permit application for a structure, that is permitted under the zoning or other land use control ordinances in effect on the date the application shall be considered under the building permit ordinance in effect at the time of application, and the zoning or other land use control ordinances in effect on the date of application.

15.08.030 Amendment to IBC Section 108.

Section 108 of the IBC is amended to read as follows:

108.1 Payment of fees. A permit shall not be valid until the fees adopted by the City in a resolution for this purpose ~~prescribed by law~~ have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required in accordance with the resolution adopted by the City for this purpose ~~schedule established by the applicable governing authority under GHMC Ch. 3.40.~~

108.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials, labor, normal site preparation, architectural and design fees, overhead and profit, for which the permit is being issued, including such work as gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official/fire marshal, the valuation is underestimated on the application, ~~the permit shall be denied,~~ the valuation shall be recalculated, based on the valuation as determined using the Square Foot Construction Costs adopted by the City as Table 1-2 in the fee resolution, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official/fire marshal.

108.4 Work commencing before permit issuance. Any person who commences work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to an investigation fee established by City resolution, ~~by the building official~~ that shall be in addition to the required permit fees.

108.5 Related fees. The payment of a fee for the construction, alteration, removal, or demolition of work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

108.6 Refunds. The building official is authorized to establish a refund policy. The building official/fire marshal may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The building official/fire marshal may also authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official/fire marshal may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The building official/fire marshal shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

15.08.040 Amendment to IBC Section 109.

Section 109 of the IBC is hereby amended to add a new subsection 109.7, which shall read as follows:

* * *

109.7 Reinspections. A reinspection fee may be assessed for each inspection or reinspection when the work for which the inspection is requested is not complete or when corrections noted on previous inspections are not made.

This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with code requirements, but rather that fees are intended as a means of controlling the practice of calling for inspections before the job is ready for inspection or reinspection.

Reinspection fees may also be assessed when the inspection record card is not available on the work site, the approved plans are not readily available to the inspector, for failure to provide access for the inspection or for deviating from plans requiring the approval of the building official/fire marshal.

To obtain a reinspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the reinspection fee in accordance with the City's fee resolution.

15.08.050 Amendment to IBC Section 110.

Section 110 of the IBC is hereby amended to read as follows:

110.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

110.2 Certificate issued. After payment of the fee established in the City's fee resolution, and after the building official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the ~~department of building safety~~ division of fire and building safety, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number (if applicable).
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the building official.
7. The edition of the code under which the permit certificate was issued.
8. The use and occupancy in accordance with the provisions of Chapter 3 of the IBC.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. If an automatic sprinkler system or fire alarm system is provided, whether the sprinkler system or fire alarm system is required.
12. Any special stipulations and conditions of ~~the building permit~~ issuance of the certificate.

110.3 Temporary Occupancy. Upon payment of a fee as set forth in the City's fee resolution, the building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.

110.4 Revocation. The building official/fire marshal is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

110.5 Maintenance of certificate of occupancy. The certificate of occupancy issued under the provisions of this section shall be maintained on the premises at all times. The certificate shall be made available for inspection at the request of the building official/fire marshal upon request.

15.08.060 Amendment to IBC Section 112.1.

Section 112.1 of the IBC is hereby amended to read as follows:

~~112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business. The Building Code Advisory Board shall hear and decide those appeals and interpretations described in chapter 15.02 GHMC.~~

* * *

15.08.070 Amendment to IBC Section 113.

Section 113 of the IBC is repealed. A new section 113 is hereby added to the IBC, which shall read as follows:

113. Enforcement. Enforcement of violations of this code shall proceed as set forth in chapter 15.26 GHMC.

15.08.080 Amendment to IBC Section 114.

Section 114 of the IBC is hereby repealed. A new section 114 is hereby added to the IBC, which shall read as follows:

114. Stop work orders. Enforcement of violations of this code, including the issuance of stop work orders, shall proceed as set forth in chapter 15.26 GHMC.

Section 9. Chapter 15.10 of the Gig Harbor Municipal Code is hereby repealed.

Section 10. A new chapter 15.10 is hereby adopted, which shall read as follows:

Chapter 15.10

Amendments to the International Residential Code (IRC)

Sections:

- 15.10.010 Amendment to IRC Section R103**
- 15.10.020 Amendment to IRC Section R105.2**
- 15.10.030 Amendment to IRC Section R108**
- 15.10.040 Amendment to IRC Section R109.1**
- 15.10.050 Amendment to IRC Section R110.4**
- 15.10.060 Amendment to IRC Section R112.1**
- 15.10.070 Amendment to IRC Section R113**
- 15.10.080 Amendment to IRC Section R114**

15.010.010. Amendment to IRC Section 103. Section 103 of the IRC is hereby amended to read as follows:

R103.1 Creation of enforcement agency. The department of fire and building safety is hereby created and the official in charge thereof shall be known as the building official/fire marshal.

R103.2 Appointment. The building official/fire marshal shall be appointed by the chief appointing authority of the City of Gig Harbor.

R103.3 Deputies. In accordance with the prescribed procedures of ~~this jurisdiction, the City of Gig Harbor~~ and with the concurrence of the appointing authority, the building official/fire marshal shall have the authority to appoint an deputy assistant building official/fire marshal, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official/fire marshal. ~~For the maintenance of existing properties, see the International Property Maintenance Code.~~

15.10.020 Amendment to IRC Section R105.2. Section R105.2 is repealed. A new section R105.2 shall be adopted, which shall read as follows:

105.2 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or cause such work to be done, shall first make application to the building official and obtain the required permit.

* * *

105.2.1 Work exempt from permit: Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, play houses and similar uses, provided the floor area does not exceed ~~120~~ 200 square feet (18.58 m²).
2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls which are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18925 L) and the ratio of height to diameter or width does not exceed 2 to 1.

6. Sidewalks, driveways and platforms not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a Group R-3 occupancy, as applicable in Section 101.2, which are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18925 L) and are installed entirely above ground.

10. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.

11. Swings and other playground equipment accessory to detached one and two family dwellings.

12. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Group R-3, as applicable in Section 101.2 and Group U occupancies.

13. Movable cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

~~Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved permanently installed receptacles.~~

~~Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply, the installation of towers and antennas.~~

~~Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.~~

Electrical permits, inspections and approvals shall be under the jurisdiction of the Washington State Department of Labor and Industries, Electrical Section.

Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.

8. Portable ventilation equipment.

9. Portable cooling unit.

10. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

11. Replacement of any part which does not alter its approval or make it unsafe.

12. Portable evaporative cooler.
13. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

3. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
4. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require replacement or rearrangement of valves, pipes or fixtures.

105.3. Application for permit.

A. To obtain a permit, the applicant shall first file a written application on a form furnished by the City for that purpose. An application therefore in writing on a form furnished by the department of building safety. Such application shall:

A complete building permit application shall consist of the following information:

3. The legal description or tax parcel number and the street address of the property;
4. The property owners name, address, and phone number;
3. A description of the work to be covered by the permit for which application is made;
4. The proposed use and occupancy for which the proposed work is intended;
5. The valuation of the proposed work; and
6. Evidence of potable water and a sewer connection.
8. ~~Identify and describe the work to be covered by the permit for which application is made;~~
9. ~~Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.~~
10. ~~Indicate the use and occupancy for which the proposed work is intended.~~
11. ~~Be accompanied by construction documents and other information as required in Section 106.3.~~
12. ~~State the valuation of the proposed work.~~
13. ~~Be signed by the applicant, or the applicant's authorized agent.~~

~~14. Give such other data and information as required by the building official.~~

7. All materials and information required by IBC Section 106.

B. For all projects with a valuation in excess of five thousand dollars, the following additional information shall be required in accordance with RCW 19.27.095:

1. The prime contractor's business name, address, phone number, current state contractor registration number; and

2. Either:

a. The name, address and phone number of the office of the lender administering the interim construction financing, if any, or

b. The name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than 50 percent of the total amount of the construction project;

3. A SEPA Checklist, and any other information required to demonstrate compliance with the State Environmental Policy Act, as adopted by the city under GHMC Title 18;

C. If the information required by IBC section 105.3(B)(1) and (B)(2) above are not available at the time the application is submitted, the applicant shall so state and the application shall be processed forthwith and the permit issued as if the information had been supplied, and the lack of the information shall not cause the application to be deemed incomplete for the purposes of vesting. However, the applicant shall provide the remaining information as soon as the applicant can reasonably obtain such information.

~~105.3.2 Action on application. The building official shall review the application according to the procedures in GHMC Section 19.02.003, and shall issue the building permit within the deadline required by GHMC Section 19.05.009. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall deny reject such application in writing, stating the reasons therefore. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefore. As seen as practicable.~~

105.3.2 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official/fire marshal is authorized to grant one or more extensions of time for additional periods not exceeding 90

days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 Vesting. A valid and fully complete building permit application for a structure, that is permitted under the zoning or other land use control ordinances in effect on the date the application shall be considered under the building permit ordinance in effect at the time of application, and the zoning or other land use control ordinances in effect on the date of application.

15.10.030 Amendment to IRC Section R108. Section R108 of the IRC is repealed. A new section R108 shall be adopted, which shall incorporate GHMC Section 15.08.030 by reference.

15.10.040 Amendment to IRC Section R109.1.

Section R109.1 of the IRC is amended to read as follows:

R109.1 Types of inspections. For onsite construction, from time to time the building official, upon notification from the permit holder or his or her agent, shall make or cause to be made any necessary inspections and shall either approve that portion of the construction as completed or shall notify the permit holder or his or her agent wherein the same fails to comply with this code.

R109.1.1 Footing and foundation inspections. Inspection of the footings and foundation shall be made after poles or piers are set or trenches or casement areas are excavated and any required forms erected and any required reinforcing steel is in place and prior to the placing of concrete. The footing and foundation inspections shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment and special requirements for wood foundations.

~~R109.1.2 Plumbing, mechanical, gas and electrical systems inspection. Rough installation of plumbing, mechanical, gas and electrical systems shall be made prior to covering or concealment, before fixtures or appliances are set or installed, and prior to framing inspection. Exception: Ground-source heat pump loop systems tested in accordance with Section M2105.1 shall be permitted to be backfilled prior to inspection.~~

R109.1.2 Concrete slab or under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items and all floor framing, blocking anchor bolts and ancillary items are in place but before any concrete is placed or floor sheathing installed, including the sub-floor.

R109.1.3 Floodplain inspections. For construction in areas prone to flooding as established table R301.2(1), upon placement of the lowest floor, including

basement, and prior to further vertical construction, the building official shall require the submission of documentation, prepared and sealed by a registered design professional, of the elevation of the lowest floor, including basement, required in Section R323.

~~R109.1.4 Frame and masonry inspection. Inspection of framing and masonry construction shall be made after the roof, masonry, all framing, firestopping, draftstopping and bracing are in place and after the plumbing, mechanical and electrical rough inspections are approved.~~

R109.1.4 Roof and wall sheathing. Roof and wall sheathing inspections shall be made prior to the installation of any interior or exterior roof and wall coverings.

R109.1.5 Plumbing, mechanical, and gas system inspection. Rough inspection of plumbing, mechanical, and gas systems shall be made prior to covering or concealment, before fixtures or appliances are set or installed, and prior to framing inspection.

Exception: Ground-source heat pump loop systems tested in accordance with Section M2105.1 shall be permitted to be backfilled prior to inspection.

R109.1.6 Energy efficiency inspection. Inspections shall be made to determine compliance with the WA State Energy, and Ventilation and Indoor Air Quality Codes (51-11 and 51-13 WAC) and shall include but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

R109.1.7 Frame and masonry inspection. Inspection of framing and masonry construction shall be made after the roof, masonry, all framing, firestopping, draftstopping, and bracing are in place and after the plumbing, mechanical, and electrical rough inspections are approved.

R109.1.8 Other inspections. In addition to the called inspections above, the building official may make or require any other inspections to ascertain compliance with this code and other laws enforced by the building official.

R109.1.8.1 Fire-resistance-rated construction inspection. Where fire-resistance-rated construction is required between dwelling units or due to location on property, the building official shall require an inspection of such construction after all lathing and/or wall board is in place, but before any plaster is applied, or before wallboard joints and fasteners are taped and finished.

R109.1.8.2 Erosion control inspections. Where projects create exposed earth subject to erosion and siltation of adjoining properties or storm water

management structures or facilities, a temporary erosion control inspection shall be conducted upon installation of silt fence, matting, straw, or any other approved temporary erosion control measures and prior to beginning building construction. A final erosion control inspection shall be conducted prior to final approval of the project to verify that site conditions will not result in erosion or siltation of adjoining properties or storm water management structures or facilities. Final erosion control measures shall be maintained indefinitely.

R109.1.8.3 Final inspections. Final inspection shall be made after the permitted work is complete and prior to occupancy.

* * *

R109.5 Reinspections. A reinspection fee may be assessed for each inspection or reinspection when the work for which the inspection is requested is not complete or when corrections noted on previous inspections are not made.

This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with code requirements, but rather that fees are intended as a means of controlling the practice of calling for inspections before the job is ready for inspection or reinspection.

Reinspection fees may also be assessed when the inspection record card is not available on the work site, the approved plans are not readily available to the inspector, for failure to provide access for the inspection or for deviating from plans requiring the approval of the building official.

To obtain a reinspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the reinspection fee in accordance with the City's fee resolution.

15.10.050 Amendment to IRC Section R110.4

Section R110.4 of the IRC is amended to read as follows:

R110.4 Temporary Occupancy. Upon payment of a fee as set forth in the City's fee resolution, the building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time period during which the temporary certificate of occupancy is valid.

15.10.060 Amendment to IRC Section R 112.1.

Section R112.1 of the IRC is amended to read as follows:

~~R112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The building official shall be an ex officio member of said board but~~

~~shall have no vote on any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official. The Building Code Advisory Board shall hear and decide appeals and make interpretations, all as described in chapter 15.02 GHMC.~~

~~R112.2 Limitations on Authority. An application for an appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.~~

R112.2 Determination of substantial improvement in areas prone to flooding. When the building official makes a finding required in Section R105.3.1.1, the ~~building official board of appeals~~ shall determine whether the value of the proposed work constitutes a substantial improvement. A substantial improvement means any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the building or structure has sustained substantial damage, all repairs are considered substantial improvement regardless of the actual repair work performed. The term does not include:

1. Improvements to a building or structure required to correct existing health, sanitary or safety code violations identified by the building official and which are the minimum necessary to assure safe living conditions; and
2. Any alteration of a historic building or structure provided that the alteration will not preclude the continued designation as an historic building or structure. For the purpose of this exclusion, an historic building is:
 - 2.1 Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places; or
 - 2.2 Determined by the Secretary of the U.S. Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district; or
 - 2.3 Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

R112.2.2 Criteria for issuance of a variance for areas prone to flooding. A variance shall only be issued upon:

1. A showing of good and sufficient cause that the unique characteristics of the size, configuration and topography of the site render the elevation standards in Section R323 in appropriate.

2. A determination that failure to grant the variance would result in exceptional hardship by rendering the lot undevelopable.
3. A determination that granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
4. A determination that the variance is the minimum necessary to afford relief, considering the flood hazard.
5. Submission to the applicant of written notice specifying the difference between the design flood elevation and the elevation to which the building is to be built, stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation, and stating that construction below the design flood elevation increases risks to life and property.

~~112.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.~~

~~112.4 Administration. The building official shall take immediate action in accordance with the decision of the board.~~

15.10.070 Amendment to IRC Section R113.

Section R113 is repealed. A new section R113 is hereby added to the IRC, which shall read as follows:

R113 Enforcement. Enforcement of violations of this code shall proceed as set forth in chapter 15.26 GHMC.

15.10.080 Amendment to IRC Section R114.

Section R114 is repealed. A new section R114 is hereby added to the IRC, which shall read as follows:

R114. Stop work orders. Enforcement of this code, including the issuance of stop work orders, shall proceed as set forth in chapter 15.26 GHMC.

Section 11. Chapter 15.10 of the Gig Harbor Municipal Code is hereby repealed.

Section 12. A new chapter 15.12 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Chapter 15.12
INTERNATIONAL MECHANICAL CODE (IMC)**

Sections:

- 15.12.010 Amendment to IMC Section 103
- 15.12.020 Amendment to IMC Section 108
- 15.12.030 Amendment to IMC Section 109.1
- 15.12.040 Amendment to IMC Section 109.2
- 15.12.050 Amendment to IMC Section 109.3
- 15.12.060 Amendment to IMC Section 109.4
- 15.12.070 Amendment to IMC Section 109.5
- 15.12.080 Amendment to IMC Section 109.6
- 15.12.090 Amendment to IMC Section 109.7
- 15.12.100 Amendment to IMC Section 202

15.12.010 Amendment to IMC Section 103.

Section 103 of the IMC is amended to read as follows:

103.1 Creation of enforcement agency. The Division of Fire and Building Safety is hereby created in the Community Development Department for the purpose of enforcing this code and the official in charge thereof shall be known as the building official/fire marshal.

103.2 Appointment. The building official/fire marshal shall be appointed by the chief appointing authority of the City of Gig Harbor.

103.3 Deputies. In accordance with the prescribed procedures of the City of Gig Harbor and with the concurrence of the appointing authority, the building official/fire marshal shall have the authority to appoint an deputy assistant building official/fire marshal, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official/fire marshal. ~~For the maintenance of existing properties, see the International Property Maintenance Code.~~

103.4 Liability. The building official/fire marshal, assistants and other officers and employees charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or omission in the discharge of official duties.

Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The building official/fire marshal or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department, acting in good faith and without malice, shall be free from liability for acts performed under any of the provisions of this code or by reason of any act or omission in the performance of official duties in connection therewith.

15.12.020 Amendment to IMC Section 108.

Section 108 of the IMC is amended to read as follows:

~~108.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to erect, construct, alter, repair, remove, demolish or utilize a mechanical system, or cause same to be done, in conflict with or in violation of any of the provisions of this code. Enforcement of violations of this code shall proceed as set forth in chapter 15.26 GHMC.~~

~~108.2 Notice of violation. The code official shall serve a notice of violation or order to the person responsible for the erection, installation, alteration, extension, repair, removal or demolition of mechanical work in violation of the provisions of this code, or in violation of a detail statement or the approved construction documents thereunder, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.~~

~~108.3 Prosecution of violation. If the notice of violation is not complied with promptly, the code official shall request the legal counsel of the jurisdiction to institute appropriate proceedings at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto.~~

~~108.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a _____ punishable by a fine of not more than _____ amount dollars or by imprisonment not exceeding _____ or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

~~108.5 Stop work orders. Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to legal enforcement action 105.2 Stop Work Orders. Stop work orders shall issue as set forth in chapter 15.26, Enforcement.~~

~~108.6~~ ~~Abatement of violation.~~ ~~The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to prevent unlawful construction or to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the mechanical system on or about any premises.~~

~~108.7~~ 108.3 Unsafe mechanical systems. A mechanical system that is unsafe, constitutes a fire or health hazard, or is otherwise dangerous to human life, as regulated by this code, is hereby declared as an unsafe mechanical system. Use of a mechanical system regulated by this code constituting a hazard to health, safety or welfare by reason of inadequate maintenance, dilapidation, fire hazard, disaster, damage or abandonment is hereby declared an unsafe use. Such unsafe equipment and appliances are hereby declared to be a public nuisance and shall be abated by repair, rehabilitation, demolition or removal.

~~108.7.1~~ 108.3.1 Authority to condemn-abate mechanical systems. Whenever the code official determines that any mechanical system, or portion thereof, regulated by this code has become hazardous to life, health, property, or has become unsanitary, the code official shall order in writing that such system either be removed or restored to a safe condition. A time limit for compliance shall be specified in the written notice, which shall be in a Notice of Violation, issued pursuant to chapter 15.26 GHMC. A person shall not use or maintain a defective mechanical system after receiving such notice.

When such mechanical system is to be disconnected, written notice as prescribed in ~~Section 108.2~~ chapter 15.26 GHMC shall be given. In cases of immediate danger to life or property, such disconnection shall be made immediately without such notice.

~~108.7.2~~ 108.3.2 Authority to order disconnection of energy sources. The code official shall have the authority to order disconnection of energy sources supplied to a building, structure or mechanical system regulated by this code, when it is determined that the mechanical system or any portion thereof has become hazardous or unsafe. Written notice of such order to disconnect service and the causes therefore shall be given within 24 hours to the owner and occupant of the building, structure or premises, provided, however, that in cases of immediate danger to life or property, such disconnection shall be made immediately without such notice. Where energy sources are provided by a public utility, the code official shall immediately notify the serving utility in writing of the issuance of such order to disconnect.

~~108.7.3~~ 108.3.3 Connection after order to disconnect. A person shall not make energy source connections to mechanical systems regulated by this code which have been disconnected or ordered to be disconnected by the code official, or

the use of which has been ordered to be discontinued by the code official until the code official authorizes the reconnection and use of such mechanical systems.

When a mechanical system is maintained in violation of this code, and in violation of a notice issued pursuant to the provisions of this section, the code official shall institute appropriate action to prevent, restrain, correct or abate the violation.

15.12.030 Amendment to IMC Sec. 109.1

Section 109.1 of the IMC is amended to read as follows:

~~109.1 Application for appeal. A person shall have the right to appeal a decision of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the code official within 20 days after the notice was served. The Building Code Advisory Board shall hear and decide those appeals and interpretations described in chapter 15.02 GHMC, under the procedures set forth therein.~~

~~109.1.1 Limitations of authority. The board of appeals shall have no authority relative to interpretations of the administration of this code nor shall such board be empowered to waive requirements of this code.~~

15.12.040 Amendment to IMC Section 109.2. Section 109.2 of the IMC is hereby repealed.

15.12.050 Amendment to IMC Section 109.3. Section 109.3 of the IMC is hereby repealed.

15.12.060 Amendment to IMC Section 109.4. Section 109.4 of the IMC is hereby repealed.

15.12.070 Amendment to IMC Section 109.5. Section 109.5 of the IMC is hereby repealed.

15.12.080 Amendment to IMC Section 109.6. Section 109.6 of the IMC is hereby repealed.

15.12.090 Amendment to IMC Section 109.7. Section 109.7 of the IMC is hereby repealed.

15.12.100 Amendment to IMC Section 202.

Section 202 of the IMC is amended to read as follows:
The following definitions and abbreviations are added to those found in Section 202, Chapter 2 of the International Mechanical Code:

ADMINISTRATIVE AUTHORITY is the city of Gig Harbor building official/fire marshal. This definition shall include the city of Gig Harbor building official/fire marshal's duly authorized representative.

Section 13. Chapter 15.12 of the Gig Harbor Municipal Code is hereby repealed.

Section 15. A new chapter 15.14 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Chapter 15.14
INTERNATIONAL FUEL GAS CODE**

Sections:

- 15.14.010 Amendment to IFGC Section 103**
- 15.14.020 Amendment to IFGC Section 106.5**
- 15.14.030 Amendment to IFGC Section 107.2**
- 15.14.040 Amendment to IFGC Section 109**

15.14.010 Amendment to IFGC Section 103.

Section 103 of the IFGC is amended to read as follows:

103.1 General. The Division of Fire and Building Safety is hereby created in the Community Development Department for the purpose of enforcing this code; and the executive-official in charge thereof shall be know as the building official/fire marshal.

103.2 Appointment. The building official/fire marshal shall be appointed by the chief appointing authority of the City of Gig Harbor. ~~And the code official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority.~~

103.3 Deputies. In accordance with the prescribed procedures of the City of Gig Harbor and with the concurrence of the appointing authority, the building official/fire marshal shall have the authority to appoint an deputy assistant building official/fire marshal, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official/fire marshal.

103.4 Liability. The building official/fire marshal, assistants and other officers and employees charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or omission in the discharge of official duties.

Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The building official/fire marshal or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department, acting in good faith and without malice, shall be free from liability for acts performed under any of the provisions of this code or by reason of any act or omission in the performance of official duties in connection therewith.

15.14.020 Amendment to IFGC Section 106.5.

Section 106.5 of the IFGC is amended to read as follows:

106.5 Fees. A permit shall not be issued until the fees prescribed in Section 106.5.2 have been paid, nor shall an amendment to a permit be released until the additional fee, if any, due to an increase of the installation, has been paid.

106.5.1 Work commencing before permit issuance. Any person who commences work on an installation before obtaining the necessary permit shall be subject to ~~100 percent of the usual permit fee in a fee as set forth in the City's fee resolution~~, in addition to the permit fees.

106.5.2 Fee schedule. ~~The fees for work shall be as indicated in the following schedule. The fees for work shall be as indicated in the following schedule:- the City's fee resolution.~~

106.5.3 Fee Refunds. ~~The code~~ building official shall may authorize the refunding of fees as follows.

1. The full amount of any fee paid hereunder which was erroneously paid or collected.

2. Not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

3. Not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan review effort has been expended.

The Building official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

15.14.030 Amendment to IFGC Section 107.2.

Section 107.2 of the IFGC is amended to read as follows:

107.2 Testing. Installations shall be tested as required in this code and in accordance with Sections 107.2.1 through 107.2.3. Tests shall be made by the permit holder and observed by the code official.

* * *

Section 107.2.4 Reinspection Fee. A reinspection fee may be assessed for each inspection or reinspection when the work for which the inspection is requested is not complete or when corrections noted on previous inspections are not made.

This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with code requirements, but rather that fees are intended as a means of controlling the practice of calling for inspections before the job is ready for inspection or reinspection.

Reinspection fees may also be assessed when the inspection record card is not available on the work site, the approved plans are not readily available to the inspector, for failure to provide access for the inspection or for deviating from plans requiring the approval of the building official.

To obtain a reinspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the reinspection fee in accordance with the City's fee resolution.

15.14.040 Amendment to IFGC Section 109

Section 109 of the IFGC is amended as follows:

~~Section 109.1 Application for appeal. A person shall have the right to appeal a decision of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the code official within 20 days after the notice was served.~~

~~102.2 Membership of the board. The board of appeals shall consist of five members appointed by the chief appointing authority as follows: one for five years; one for four years; one for three years; one for two years; and one for one year. Thereafter, each new member shall serve for five years or until a successor has been appointed.~~

~~109.2.1 Qualifications. The board of appeals shall consist of five individuals, one from each of the following professions or disciplines.~~

- ~~1. Registered design professional who is a registered architect; or a builder or superintendent of building construction with at least 10 years' experience, five of which shall have been in responsible charge of work.~~
 - ~~2. Registered design professional with structural engineering or architectural experience.~~
 - ~~3. Registered design professional with fuel gas and plumbing engineering experience; or a fuel gas contractor with at least 10 years' experience, five of which shall have been in responsible charge of work.~~
 - ~~4. Registered design professional with electrical engineering experience; or an electrical contractor with at least 10 years' experience, five of which shall have been in responsible charge of work.~~
 - ~~5. Registered design professional with fire protection engineering experience; or a fire protection contractor with at least 10 years' experience, five of which shall have been in responsible charge of work.~~
- ~~109.2.2 Alternate members. The chief appointing authority shall appoint two alternate members who shall be called by the board chair man to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership and shall be appointed for five years, or until a successor has been appointed.~~
- ~~109.2.3 Chairman. The board shall annually select one of its members to serve as chair man.~~
- ~~109.2.4 Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.~~
- ~~109.2.5 Secretary. The chief administrative officer shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.~~
- ~~109.2.6 Compensation of members. Compensation of members shall be determined by law.~~
- ~~109.3 Notice of meeting. The board shall meet upon notice from the chairman, within 10 days of the filing of an appeal, or at stated periodic meetings.~~
- ~~109.4 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard.~~
- ~~109.4.1 Procedure. The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.~~
- ~~109.5 Postponed hearing. When five members are not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.~~
- ~~109.6 Board decision. The board shall modify or reverse the decision of the code official by a concurring vote of three members.~~
- ~~109.6.1 Resolution. The decision of the board shall be by resolution. Certified copies shall be furnished to the appellant and to the code official.~~
- ~~109.6.2 Administration. The code official shall take immediate action in accordance with the decision of the board.~~

~~109.7 Court review. Any person, whether or not a previous party to the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.~~

The Building Code Advisory Board shall hear and decide those appeals and interpretations described in chapter 15.02 GHMC, under the procedures set forth therein.

Section 16. A new chapter 15.16 is hereby added to the Gig Harbor

Municipal Code, which shall read as follows:

**Chapter 15.16
INTERNATIONAL FIRE CODE (IFC)**

Sections:

- 15.16.010 Amendment to IFC Section 102.5
- 15.16.020 Amendment to IFC Section 103
- 15.16.030 Amendment to IFC Section 105.1
- 15.16.040 Amendment to IFC Section 106
- 15.16.050 Amendment to IFC Section 108
- 15.16.060 Amendment to IFC Section 109
- 15.16.070 Amendment to IFC Section 202
- 15.16.080 Amendment to IFC Section 503.1
- 15.16.090 Amendment to IFC Section 503.2
- 15.16.100 Amendment to IFC Section 503.6
- 15.16.110 Amendment to IFC Section 506.1
- 15.16.120 Amendment to IFC Section 508.1
- 15.16.130 Amendment to IFC Section 508.5
- 15.16.140 Amendment to IFC Section 605.1
- 15.16.150 Amendment to IFC Section 902.1
- 15.16.160 Amendment to IFC Section 903.2
- 15.16.170 Amendment to IFC Section 907.2

15.16.010 Amendment to IFC Section 102.5.

Section 102.5 of the IFC is amended to read as follows:

102.5 Historic Buildings. The construction, alteration, repair, enlargement, restoration, relocation or movement of buildings or structures that are designated as historic buildings when such buildings or structures do not constitute a distinct hazard to life or property shall be in accordance with the provisions of the International Existing Building Code adopted under Ch. 15.16 GHMC and the Washington State Historic Building Code adopted under Section 15.06.030 GHMC.

15.16.020 Amendment to IFC Section 103.

Section 103 of the IFC is amended to read as follows:

103.1 General. The Division of Fire and Building Safety department of fire prevention is established hereby created in the Community Development Department under the direction of the fire code official, for the purpose of enforcing this code; and the official in charge thereof shall be know as the building official/fire marshal. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. The building official/fire marshal ~~fire code official~~ shall be appointed by the chief appointing authority of the City of Gig Harbor. ~~The jurisdiction; and the fire code official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority.~~

103.3 Deputies. In accordance with the prescribed procedures of ~~this jurisdiction~~ the City of Gig Harbor and with the concurrence of the appointing authority, the building official/fire marshal shall have the authority to appoint an deputy assistant building official/fire marshal, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official/fire marshal.

* * *

15.16.030 Amendment to IFC Section 105.1.

Section 105.1 of the IFC is amended to read as follows:

105.1 General. Permits shall be in accordance with Section 105.

105.1.1. Permits required. Permits required by this code shall be obtained from the fire code official. Permit fees shall be paid prior to issuance of a fire code operational or construction permit prescribed under IFC Section 105 as required in accordance with the City's permit fee resolution. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official.

105.1.2 Types of permits. There shall be two types of permits as follows:

1. Operational permit. An operational permit allows the applicant to conduct an operation or a business for which a permit is required by Section 105.6 for either:

- 1.1 a prescribed period;
- 1.2 until renewed or revoked.

2. Construction permit. A construction permit allows the applicant to install or modify systems and equipment for which a permit is required by Section 105.7.

105.1.3 Permits for the same location. When more than one permit is required for the same location, the fire code official is authorized to consolidate such permits into a single permit provided that each provision is listed in the permit.

15.16.040 Amendment to IFC Section 106.

Section 106 of the IFC is amended to add a new section 106.4, which shall read as follows:

Section 106.4 Reinspections. A reinspection fee may be assessed for each inspection or reinspection when the work for which the inspection is requested is not complete or when corrections noted on previous inspections are not made.

This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with code requirements, but rather that fees are intended as a means of controlling the practice of calling for inspections before the job is ready for inspection or reinspection.

Reinspection fees may also be assessed when the inspection record card is not available on the work site, the approved plans are not readily available to the inspector, for failure to provide access for the inspection or for deviating from plans requiring the approval of the building official.

To obtain a reinspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the reinspection fee in accordance with the City fee resolution.

15.16.050 Amendment to IFC Section 108.

Section 108 of the IFC is repealed and a new Section 108 is hereby added, which shall read as follows:

108 Appeals. The Building Code Advisory Board shall hear and decide those appeals and interpretations described in chapter 15.02 GHMC, under the procedures set forth therein.

15.16.060 Amendment to IFC Section 109.

Section 109 of the IFC is repealed and a new Section 109 is hereby added, which shall read as follows:

109 Enforcement. Enforcement of violations of this code shall proceed as set forth in chapter 15.26 GHMC.

15.16.070 Amendment to IFC Section 202.

Section 202 of the IFC is amended to read as follows:

The following definitions and abbreviations are added to those found in Article 2 of the International Fire Code:

1. "AWWA" means the American Water Works Association.
2. "Dead-end main" means a water main over 50 feet long and not being fed from both ends at the time of installation.
3. "Expanding water system" means an approved, expanding water system which is undertaking new construction (definition follows) to provide water service to additional service connections. Any expanding water system shall install facilities sized to meet the necessary minimum design criteria for area being served. The expanding system shall show by plans submitted by a registered professional engineer how fire flow, if required, is to be provided and the plan shall be approved by the City of Gig Harbor.
4. Fire Code Official. The Building Official/Fire Marshal of the City of Gig Harbor or other designated authority charged with the administration and enforcement of the code or a duly authorized representative.
5. Fire Department is Pierce Co. Fire District No. 5.
6. Primary Fire Department Access Road. Means any road required to provide access to the front or main entry side of a property or structure.
7. "Private hydrant" means a fire hydrant situated and maintained to provide water for firefighting purposes with restrictions as to use. The location may be such that it is not readily accessible for immediate use by the fire department for other than certain private property.
8. "Public hydrant" means a fire hydrant so situated and maintained as to provide water for firefighting purposes without restriction as to use for the purpose. The location is such that it is accessible for immediate use of the fire department for all nearby property.
9. Secondary Fire Department Access Road. Means any on-site access road required to provide access to remote areas of a property or structure.
10. "Substantial alteration" is any alteration, where the total cost of all alterations (including but not limited to electrical, mechanical, plumbing, and structural changes) for a building or facility within any 12-month period amounts to 60 percent or more of the current assessed value established by the Pierce County Assessors Office.
11. "Water authority" and "purveyor" means the city public works department, a water district, or other body legally supplying water in the area and approved by the city.
12. "Yard system" means any extension from a transmission main and/or water main onto a development site.

15.16.080 Amendment to IFC Section 503.1.

Section 503.1 of the IFC is amended to read as follows:

503.1. Where required. Fire apparatus roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3.

503.1.1 Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building measured by an approved route around the exterior of the building or facility.

In those situations in which emergency vehicles must cross private property from a public right of way, the property owner shall grant an emergency vehicle access easement to the City of Gig Harbor and Pierce Co. Fire District #5 for such purposes. The form of the easement shall be approved by the City Attorney and recorded against the property at the property owners expense.

Exception: The fire code official is authorized to increase the dimension of 150 feet (45720 mm) where:

1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3.
2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, non-negotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
3. There are not more than two group R-3 or Group U occupancies.

15.16.090 Amendment to IFC Section 503.2.

Section 503.2.1 of the IFC is amended to read as follows:

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.7.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm) except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

Exception. Access roads not exceeding 100 ft. in length and serving not more than a one single family residence or one duplex or group U structure accessory to a single/two family residence may be a minimum of 12 feet in width.

* * *

15.16.095 Amendment to IFC Section 503.3. Where required by the fire code official, approved signs, curb painting or other approved notices shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs or notices shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

15.16.100 Amendment to IFC Section 503.6.

Section 503.6 to the IFC is amended to read as follows:

503.6 Security gates. The installation of security gates across private fire apparatus access roads shall be approved by the ~~fire chief~~ building official/fire marshal and the city engineer. Where security gates are installed on primary fire department access roads, they shall ~~have an approved means of emergency operation.~~ be provided with optical communication controls as the primary means of emergency operation. Optical controls shall default to the open condition in the event of a power failure. Gates installed on secondary fire department access roads shall be provided with optical controls, an approved access key box at the gate, or an approved lock keyed to the fire department access key system. Security gates and the emergency operation shall be maintained operational at all times.

15.16.110 Amendment to IFC Section 506.1

Section 506.1 of the IFC is amended to read as follows:

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes the building official/fire marshal is authorized to require a key box be installed in an approved location. Key boxes shall also be required for buildings containing fire suppression systems or fire alarm systems. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the building official/fire marshal.

506.1.1 Locks. An approved lock shall be installed on gates or similar barriers when required by the fire code official.

15.16.120 Amendment to IFC Section 508.1.

Section 508.1 to the IFC is amended to read as follows:

508.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

508.1.1 Private property easements. When water is provided to private property from facilities located in the public right of way, but such water facilities must

cross private property owned by third parties, the property owner shall obtain, at his/her own expense, easement(s) granting access to the City of Gig Harbor, allowing the city access for installation, repair and maintenance of the fire flow system. The form of the easement shall be approved by the City Attorney and recorded against the property at the property owner's expense.

508.1.2 Certificate of water availability. Prior to approval of plans for new developments, the applicant shall submit a certificate of water availability from the water purveyor, if other than the City of Gig Harbor, certifying the purveyor's ability and intention to provide the required fire flow at the site.

508.1.3 Water system plan approval. Plans and specifications for new, revised or extended water systems providing fire protection water supply shall be approved in writing by the fire code official.

508.1.4 Prior to final approval of a development's water system, two copies of the "as-built" drawings shall be filed with the Gig Harbor Community Development Department.

15.16.130 Amendment to IFC Section 508.5.

Section 508.5 of the IFC is amended to read as follows:

508.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 508.5.1 through 508.5.6.

508.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the building official/fire marshal. Fire hydrant locations shall be marked with a stake, flagging or other approved means by a land surveyor registered by the State of Washington, and the locations approved prior to installation. Fire hydrant systems shall be installed, tested and approved prior to beginning combustible construction.

Exceptions:

1. For group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m)
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183 m).

508.5.2 Inspection, testing and maintenance. Newly installed fire hydrants shall be flow tested by an approved testing agency, in the presence of the fire marshal/building official or designee, to verify the systems ability to provide the required fire flow prior to final approval. Fire hydrant systems shall be subject to

periodic tests as required by the building official/fire marshal. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations and servicing shall comply with approved standards.

* * *

Section 508.5.7 Type of hydrant. Standard hydrants shall have not less than five inch main valve openings with two, two and one-half inch outlets and one, four and one-half inch outlet. Hydrants shall comply with City of Gig Harbor public works standards. All four and one-half inch outlets shall be equipped with five inch Storz fittings.

Section 508.5.8 Fire hydrant system installations. Hydrant systems shall be installed in accordance with City of Gig Harbor Public Works Standards and NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances. Hydrants shall stand plumb and be set to finished grade. The bottom of the lowest outlet shall be no less than 18 inches above the finished grade and the bottom of the ground flange shall be no less than 1" above finished grade. The five inch storz fitting shall face the roadway.

Section 508.5.9 Backflow prevention. When required by the fire marshal/building official, private fire hydrant systems shall be separated from the public water system with an approved detector check valve installed in accordance with the manufacturer's installation instructions and City of Gig Harbor Public Works Standards.

15.16.140 Amendment to IFC Section 605.1.

Section 605.1 of the IFC is amended to read as follows:

605.1 Abatement of electrical hazards. Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the ~~code official responsible for enforcement of the ICC Electrical Code.~~ State Department of Labor and Industries, Electrical Section. Electrical wiring, devices, appliances, and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used.

605.1.1 Electrical permit, inspections and approval required. A final inspection and certificate of occupancy will not be issued by the City of Gig Harbor without receipt of documentation of approval of electrical work by the Washington State Department of Labor and Industries, Electrical Section.

15.16.150 Amendment to IFC Section 902.1.

Section 902.1 of the IFC is amended to read as follows:

902.1 Definitions. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein:

* * *

SUBSTANTIAL REMODEL/RENOVATION. A building or structure undergoes substantial remodel/renovation when the value of the construction exceeds sixty percent of the building valuation determined by the most recent Pierce County Assessors Office assessment.

* * *

15.16.160 Amendment to IFC Section 903.2.

Section 903.2.7 of the IFC is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

* * *

903.2.7 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area. Exception: Group R-3 occupancies subject to the requirements of the International Residential Code.

903.2.7.1 Application to existing structures. Automatic sprinklers shall be installed, tested and approved:

1. Whenever an existing building containing a Group R fire area is being substantially remodeled or renovated.
2. Whenever an existing building containing a Group R fire area incurs fire damage requiring repairs meeting the definition of substantial remodel/renovation.
3. In all existing hotels and motels annexed into the City of Gig Harbor within five years of the effective date of the annexation.

* * *

15.16.170 Amendment to Section 907.2 of the IFC.

Section 907.2 of the IFC is amended to read as follows:

907.2 Where required – new buildings and structures. An approved manual, automatic or manual and automatic fire alarm system shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23. Where automatic sprinkler protection installed in accordance with Section 903.3.1 or 903.3.1.2 is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required.

An approved automatic fire detection system shall be installed in accordance with the provisions of this code and NFPA 72. Devices, combinations of devices, appliances and equipment shall comply with Section 907.1.2. The automatic fire detectors shall be smoke detectors, except that an approved alternative type of detector shall be installed in spaces such as boiler rooms where, during normal operation, products of combustion are present in sufficient quantity to actuate a smoke detector.

* * *

907.2.10.1.4 Existing Group R and I-1 Occupancies. Existing Group R and I-1 Occupancies not already provided with smoke alarms shall be provided with approved single and multiple station smoke alarms installed in accordance with Section 907.2.10.1.4.

Exception: Group R-3 occupancies subject to the requirements of the International Residential Code shall be subject to the smoke alarm requirements of that code.

907.2.10.1.4.1 Installation. Approved single or multiple station smoke alarms shall be installed in all existing Group R and Group I-1 occupancies in accordance with Section 907.2.10.

907.2.10.1.4.2 Retrofit Timing. Existing Group R and I-1 occupancies shall have smoke alarms installed in accordance with this code. Within five years of the enactment of this code, Occupancies subject to Section 907.2.10 and annexed into the City of Gig Harbor shall have smoke alarms installed in accordance with this section within five years of the date of annexation.

907.2.10.1.4.1 Permit and inspection required. A permit, inspection, and approval shall be required for the installation of smoke alarms required under this section. Permit fees shall be as established under the City's permit fee resolution.

15.16.110 Addition of a new chapter 46 to the IFC.

The IFC is amended to add a new chapter 46, which shall read as follows:

Chapter 46 MARINAS

Section 4601 Scope. Marina facilities shall be constructed, used, maintained and operated in accordance with this chapter.

Section 4602 Construction Permits, Plans and approvals. Building, plumbing, mechanical, and fire protection system permits for construction of marinas and their fire-protection facilities shall be approved prior to installation. The work shall be subject to final inspection and approval after installation.

Exception: A building permit is not required for installation of floats, however float systems must comply with all requirements of this chapter including Section 4606.5.

Section 4603 Operational Permits. A permit is required to use open-flame devices for maintenance or repair on vessels, floats, piers or wharves.

Section 4604 Definitions. The following words and terms shall, for the purpose of this chapter and as used elsewhere in this code, have the meanings shown herein.

FLOAT is a floating structure normally used as a point of transfer for passengers and goods, or both, for mooring purposes.

MARINA is any portion of the ocean or inland water, either naturally or artificially protected, for the mooring, servicing or safety of vessels and shall include artificially protected works, the public or private lands ashore, and structures or facilities provided within the enclosed body of water and ashore for the mooring or servicing of vessels or the servicing of their crews or passengers.

PIER is a structure built over the water, supported by pillars or piles, and used as a landing place, pleasure pavilion or similar purpose.

VESSEL is watercraft of any type, other than seaplanes on the water, used or capable of being used as a means of transportation. Included in this definition are non-transportation vessels such as houseboats and boathouses.

WHARF is a structure or bulkhead constructed of wood, stone, concrete or similar material built at the shore of a harbor, lake or river for vessels to lie alongside of, and piers or floats to be anchored to.

Section 4605 General Precautions

4605.1 Combustible Debris. Combustible debris and rubbish shall not be deposited or accumulated on land beneath marina structures, piers or wharves.

4605.2 Sources of Ignition. The use of open flame devices for lighting or decoration on the exterior of a vessel, float, pier or wharf shall have the prior approval of the building official/fire marshal.

4605.3 Flammable or Combustible Liquid Spills. Spills of flammable or combustible liquids at or upon the water shall be reported immediately to the fire department or jurisdictional authorities.

4605.4 Rubbish Containers. Containers with tight-fitting or self-closing lids shall be provided for the temporary storage of combustible trash or rubbish.

4605.5 Electrical Equipment. Electrical equipment shall be installed and used in accordance with its listing and Section 605 of the IFC as required for wet, damp and hazardous locations.

4605.7 Slip Identification. Slips and mooring spaces shall be individually identified by an approved numeric or alphabetic designator. Space designators shall be posted at the space. Signs indicating the space designators located on finger piers and floats shall be posted at the base of all piers, finger piers, floats, and finger floats.

Section 4606 FIRE-PROTECTION

4606.1 General. Marinas, piers, wharves, floats with facilities for mooring or servicing five or more vessels, and marine motor vehicle fuel-dispensing stations shall be equipped with fire-protection equipment in accordance with Section 4606.

4606.2 Standpipes. Marinas shall be equipped throughout with standpipe systems in accordance with NFPA 303.

4606.3 Access and Water Supply. Piers and wharves shall be provided with fire apparatus access roads and water-supply systems with on-site fire hydrants whenever any point in the marina exceeds 250 feet from an approved fire department access or water supply or when otherwise required by the fire code official.

4606.4 Portable Fire Extinguishers. One fire extinguisher with a minimum rating of 2A:10 BC shall be provided at each required hose station or standpipe outlet and within 75 feet of all points on the float system. Additional fire extinguishers, suitable for the hazards involved, shall be provided and maintained in accordance with IFC Section 906.

4606.5 Communications. A telephone not requiring a coin to operate or other approved, clearly identified means to notify the fire department shall be provided on the site in a location approved by the building official/fire marshal.

4606.5 Equipment staging areas. Space shall be provided on all float systems for the staging of emergency equipment. Staging areas shall provide a minimum of 4 feet wide by 10 feet long clear area exclusive of walkways and shall be located such that no point on the floats is further than 100 feet walking distance from a staging area.

Section 4607 MARINE MOTOR VEHICLE FUEL-DISPENSING STATIONS

4607.1 Fuel- Dispensing. Marine motor vehicle fuel-dispensing stations shall be in accordance with IFC Chapter 22.

Section 15. A new chapter 15.18 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Chapter 15.18
INTERNATIONAL EXISTING BUILDING CODE (IEBC)**

Sections:

- 15.18.010 Amendment to IEBC Section 101.5**
- 15.18.020 Amendment to IEBC Section 102.2**
- 15.18.030 Amendment to IEBC Section 103**
- 15.18.040 Amendment to IEBC Section 105.1**
- 15.18.050 Amendment to IEBC Section 105.2**
- 15.18.060 Amendment to IEBC Section 108**
- 15.18.070 Amendment to IEBC Section 112**
- 15.18.080 Amendment to IEBC Section 202**
- 15.18.090 Amendment to IEBC Section 302.2**
- 15.18.100 Amendment to IEBC Section 309.2**
- 15.18.110 Amendment to IEBC Section 408**
- 15.18.120 Amendment to IEBC Section 1201.2**

15.18.010 Amendment to IEBC Section 101.5.

Section 101.5 of the IEBC is amended to read as follows:

101.5 Maintenance. Buildings and parts thereof shall be maintained in a safe and sanitary condition. ~~The provisions of the International Property Maintenance Code shall apply to the maintenance of existing buildings and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators, and occupants; and occupancy of existing premises and buildings.~~ All existing devices or safeguards shall be maintained in all existing buildings. The owner or the owner's designated agent shall be responsible for the maintenance of the building. To determine compliance with this subsection, the code official shall have the authority to require a building to be reinspected. Except where specifically permitted by this code, the code shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing buildings.

15.18.020 Amendment to IEBC Section 102.2.

Section 102.2 of the IEBC is amended to read as follows:

~~102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.~~

15.18.030 Amendment to IEBC Section 103.

Section 103 of the IEBC is amended to read as follows:

103.1 Creation of enforcement agency. The Division of Fire and Building Safety is hereby created in the Community Development Department for the purpose of enforcing this code; and the official in charge thereof shall be know as the building official/fire marshal.

103.2 Appointment. The building official/fire marshal shall be appointed by the chief appointing authority of the City of Gig Harbor.

103.3 Deputies. In accordance with the prescribed procedures of the City of Gig Harbor and with the concurrence of the appointing authority, the building official/fire marshal shall have the authority to appoint an deputy assistant building official/fire marshal, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the building official/fire marshal. ~~For the maintenance of existing properties, see the International Property Maintenance Code.~~

15.18.040 Amendment to IEBC Section 105.1.

Section 105.1 is amended as follows:

105.1 Required Any owner or authorized agent who intends to repair, add to, alter, relocate, demolish, or change the occupancy of a building or to repair, install, add, alter, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the code official and obtain the required permit. A building permit shall also be required for the installation or structural modification of a sign which will be attached to building or be self supporting with the top of the sign over 36 inches above grade. The obtaining of a building permit for the installation or structural modification of a sign does not exempt the applicant from obtaining the necessary sign permit.

15.18.050 Amendment to IEBC Section 105.2.

Section 105.2 of the IEBC is amended to read as follows:

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, play houses and similar uses, provided the floor area does not exceed 120 200 square feet (18.58 m²)

2. Sidewalks, driveways and platforms not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.
3. Painting, papering, tiling, carpeting, cabinets, countertops, and similar finish work.
4. Shade cloth structures constructed for nursery or agricultural purposes, and not including service systems.
5. Window awnings supported by an exterior wall of Group R-3 or Group U occupancies.
6. Movable cases, counters, and partitions not over 69 inches (1753 mm) in height.
7. All interior signs, flags, pennants, streamers, banners, balloons, inflatable signs, the painting of a sign on glazing, the change of a sign plastic face and other nonstructural modifications to a sign which is attached to a building or nonstructural modifications to a self supported sign. This exception does not exempt the applicant from obtaining the necessary sign permit.

Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Electrical:

~~Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved permanently installed receptacles.~~

~~Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply, the installation of towers and antennas.~~

~~Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.~~

Electrical permits, inspections and approvals shall be under the jurisdiction of the Washington State Department of Labor and Industries, Electrical Section.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit;
4. Steam, hot, or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of an part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.

7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste, or vent pipe, provided, however, that if any concealed trap, drainpipe, water soil, waste, or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work, and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

15.18.060 Amendment to IEBC Section 108.

Section 108 of the IEBC is amended to read as follows:

108.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

108.2 Schedule of permit fees. On buildings, structures, ~~electrical,~~ gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required in accordance with the schedule established ~~by the applicable governing authority~~ in the City permit fee resolution.

108.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials, labor, normal site preparation, architectural and design fees, overhead and profit, for which the permit is being issued, such as gas, mechanical, plumbing equipment and permanent systems.

If, in the opinion of the building official, the valuation is underestimated on the application, ~~the permit shall be denied,~~ the valuation shall be based on the valuation as determined using the most current Table 1, Square Foot Construction Costs contained in the Building Valuation Data published by the International Code Council, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

108.4 Work commencing before permit issuance. Any person who commences work on a building, structure, ~~electrical,~~ gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to a fee established ~~by the building official~~ in the City's permit fee resolution that shall be in addition to the required permit fees.

108.5 Related fees. The payment of a fee for the construction, alteration, removal, or demolition of work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

108.6 Refunds. ~~The building official is authorized to establish a refund policy.~~ The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

15.18.070 Amendment to IEBC Section 112.

Section 112 of the IEBC is amended as follows:

~~112.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business. The Building Code Advisory Board shall hear and decide those appeals and interpretations described in chapter 15.02 GHMC.~~

15.18.080 Amendment to IEBC Section 202.

Section 202 of the IEBC is amended as follows:

Plumbing Code. The plumbing code adopted by the State of Washington and City of Gig Harbor shall be the referenced plumbing code.

Electrical Code. The electrical code adopted by the State of Washington shall be the referenced electrical code.

The state of Washington Department of Labor and Industries, Electrical Section shall be the electrical jurisdiction Code Official. Where the term "code official" is used in this code it shall mean the Building Official/Fire Marshal of the City of Gig Harbor or his/her authorized representative.

15.18.090 Amendment to IEBC Section 308.2.

Section 308.2 of the IEBC is amended as follows:

308.2 Application. Except as specifically provided for in the Washington State Historic Building Code and Chapter 10 of this code, historic buildings shall comply with applicable provisions of this code for the type of work being performed.

15.18.100 Amendment to IEBC Section 309.2.

Section 309.2 of the IEBC is amended as follows:

309.2 Application. Relocated buildings shall comply with the provisions of Chapter 11 and the building code.

15.18.110 Amendment to IEBC Section 408.

Section 408.1 is amended as follows:

408.1 Material. Existing electrical wiring and equipment undergoing repair shall be allowed to be repaired or replaced with like material as approved by the State of Washington, Department of Labor and Industries, Electrical Section.

15.18.120 Amendment to IEBC Section 1201.2.

Section 1201.2 is amended as follows:

1201.2 Applicability. Structures existing prior to the date of adoption of this code, in which there is work involving additions, alterations, or changes of occupancy shall be made to conform with the requirements of this chapter or the provisions of Chapters 4 through 10. The provisions of Sections 1201.2.1 through 1201.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A,B,E,F,M,R, and S. These provisions shall not apply to buildings with occupancies in Group H or Group I.

Section 18. Chapter 15.18 of the Gig Harbor Municipal Code is hereby repealed.

Section 19. A new Chapter 15.20 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**15.20
UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS
(UCADB)**

Sections:

15.20.010 Amendment to UCADB Section 103

15.20.020 Amendment to UCADB Section 201

15.20.030 Amendment to UCADB Section 205.1

- 15.20.040 Amendment to UCADB Section 301
- 15.20.050 Amendment to UCADB Section 501
- 15.20.060 Amendment to UCADB Section 501.2
- 15.20.070 Amendment to UCADB Section 501.3
- 15.20.080 Repeal of UCADB Section 601
- 15.20.090 Repeal of UCADB Section 602
- 15.20.100 Repeal of UCADB Section 603
- 15.20.110 Repeal of UCADB Section 604
- 15.20.120 Repeal of UCADB Section 605
- 15.20.130 Amendment to UCADB Section 701.1
- 15.20.140 Amendment to UCADB Section 701.2

15.20.010. Amendment to UCADB Section 103.

Section 103 of the UCADB is amended as follows:

103. All buildings or structures which are required to be repaired under the provisions of this code shall be subject to the provisions of Section 3403 of the International Building Code, and the International Existing Building Code as adopted by the City of Gig Harbor.

15.20.020 Amendment to UCADB Section 201.

201.1 Administration. The building official/fire marshal is hereby authorized to enforce the provisions of this code. The building official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

201.2 Inspections. The health officer and the building official/fire marshal are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this code.

* * *

15.20.030 Amendment to UCADB Section 205.1

Section 205.1 is amended as follows:

205.1 General. ~~In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of this code, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of the jurisdiction. The building official shall be an ex officio member and shall act as secretary to said board but shall have no vote upon any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for~~

~~conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public. The Building Code Advisory Board shall hear those appeals and interpretations described in chapter 15.02 GHMC.~~

15.20.040 Amendment to UCADB Section 301.

Section 301 is amended as follows:

BUILDING CODE is the International Building Code promulgated by the International Code Council as adopted by the City of Gig Harbor.

BUILDING OFFICIAL is the building official/fire marshal of the City of Gig Harbor or his/her authorized representative.

DIRECTOR OF PUBLIC WORKS is the community development director of the City of Gig Harbor or his/her authorized representative.

15.20.050. Amendment of UCADB Section 501.

Section 501 is amended as follows:

501.1 Form of appeal. Any person entitled to service under Section 401.3 may appeal from any notice and order ~~or any action~~ of the building official under this code. Every appeal must be accompanied by an appeal fee, as established by the City, be filed with the Building Official, and the by filing at the office of the building official a written appeal shall contain the following:

1. A heading in the words: Before the Hearing Examiner of the City of Gig Harbor. Board of appeals of the . . . of . . .

2. A caption reading: "Appeal of . . ." giving the names of all appellants participating in the appeal.

3. A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.

4. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.

5. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.

6. The signatures of all parties named as appellants and their official mailing addresses.

7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

Deadline for filing. The appeal shall be filed within ten (10) working 30 days from the date of the service of such order or action of the building official; provided, however, that if the building or structure is in such condition as to make

it immediately dangerous to the life, limb, property or safety of the public or adjacent property and is ordered vacated and is posted in accordance with Section 404, such appeal shall be filed within five (5) ~~10~~ days from the date of the service of the notice and order of the building official.

15.20.060 Amendment of UCADB Section 501.2. Section 501.2 of the UCADB is amended to read as follows:

501.2 Processing of Appeal. Upon receipt of any appeal filed pursuant to this section, the building official shall schedule a hearing on the appeal before the Hearing Examiner. ~~Present it at the next regular or special meeting of the board of appeals.~~

15.20.070 Amendment of UCADB Section 501.3. Section 501.3 of the UCADB is amended to read as follows:

501.3 Scheduling and Noticing Appeal for Hearing. As soon as practicable after receiving the written appeal, the Hearing Examiner ~~board of appeals~~ shall fix a date, time and place for the hearing of the appeal. ~~By the board. Such date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the building official.~~ Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the ~~secretary of the board~~ City either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal.

15.20.090 Repeal of Section 601 of the UCADB. Section 601 of the UCADB is hereby repealed.¹

15.20.100. Repeal of UCADB Section 602.

Section 602 of the UCADB is hereby repealed.

15.20.110. Repeal of UCADB Section 603.

Section 603 of the UCADB is hereby repealed.

15.20.120. Repeal of UCADB Section 604.

Section 604 of the UCADB is hereby repealed.

15.20.130. Repeal of UCADB Section 605.

Section 605 of the UCADB is hereby repealed.

¹ All sections in chapter 6 of the UCADB have been repealed because the Hearing Examiner utilizes the Rules of Procedure that have been adopted by the City Council in Resolution No. ____.

15.20.140. Amendment of UCADB Section 701.1. Section 701.1 of the UCADB is amended to read as follows:

701.1 General. After any order of the building official or the Hearing Examiner ~~board of appeals~~ made pursuant to this code shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.

15.20.150. Amendment of UCADB Section 701.2. Section 701.2 of the UCADB is amended to read as follows:

701.2 Failure to Obey Order. If, after any order of the building official or Hearing Examiner ~~board of appeals~~ made pursuant to this code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the building official may (i) cause such person to be prosecuted under 701.1 or (ii) institute any appropriate action to abate such building as a public nuisance.

Section 19. A new chapter 15.22 is hereby added to the Gig Harbor

Municipal Code, which shall read as follows:

**15.22
UNIFORM PLUMBING CODE (UPC)**

Sections:

- 15.22.010 Amendment to UPC Section 102.1**
- 15.22.020 Amendment to UPC Section 102.2**
- 15.22.030 Amendment to UPC Section 102.3**
- 15.22.040 Amendment to UPC Section 103.1**
- 15.22.050 Amendment to UPC Section 103.4**
- 15.22.060 Amendment to UPC Section 103.5**
- 15.22.070 Amendment to UPC Section 203.0**

15.22.010 Amendment to UPC Section 102.1

Section 102.1 of the UPC is amended as follows:

102.0 Organization and Enforcement.

102.1 Authority having Jurisdiction. The Authority having Jurisdiction shall be the City of Gig Harbor. ~~Authority duly appointed to enforce this code.~~

15.22.020 Amendment to UPC Section 102.2

Section 102.2 of the UPC is amended to read as follows:

102.2 Duties and Powers of the Authority having Jurisdiction.

102.2.1 ~~The Authority Having Jurisdiction~~ building official/fire marshal may appoint such assistants, deputies, inspectors, or other employees as are necessary to carry out the functions of the department and this code.

* * *

102.2.3 Stop Orders. Stop Work Orders may be issued by the building official/fire marshal as provided in chapter 15.26 GHMC. ~~Whenever any work is being done contrary to the provisions of this code, the Authority having Jurisdiction may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such persons shall forthwith stop work until authorized by the Authority Having Jurisdiction.~~

* * *

102.2.5 Authority to ~~Condemn~~ Abate. Whenever the Authority Having Jurisdiction ascertains that any plumbing system or portion thereof, regulated by this code, has become hazardous to life, health, property, or has become insanitary, the Authority Having Jurisdiction shall order in writing that such plumbing either be removed or placed in a safe or sanitary condition, as appropriate. The order shall issue as provided in chapter 15.26 GHMC, and shall fix a reasonable time for compliance. No persons shall use or maintain defective plumbing after receiving such notice. When such plumbing system is to be disconnected, written notice shall be given. In cases of immediate danger to life or property, such disconnection may be made immediately without such notice.

* * *

15.22.030 Amendment to UPC Section 102.3.

Section 102.3 of the UPC is hereby amended to read as follows:

102.3 Violations and Penalties.

102.3.1 Violations. Enforcement of violations of this code shall proceed as set forth in chapter 15.26 GHMC. ~~It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any plumbing or permit the same to be done in violation of this code.~~

102.3.2 Penalties. ~~Any person, firm, or corporation violating any provision of this code shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine and/or imprisonment set forth by the governing laws~~

~~of the jurisdiction. Each separate day or any portion thereof, during which any violation of this code occurs or continues, shall be deemed to constitute a separate offense.~~

15.22.040 Amendment to UPC Section 103.1

Section 103.1 is amended as follows:

103.1 Permits.

* * *

103.1.3 Licensing. Except as allowed under state law, all persons performing work on any system regulated by this code shall be licensed in accordance with the licensing requirements of the state Department of Licensing. Proof of current licensing may be required at the time of permit application. ~~As a result of an agreement between the Department of Housing and Urban Development (HUD) and IAPMO, the requirements for licensing have been removed from this section of the UPC. Provision for licensing shall be determined by the Authority Having Jurisdiction.~~

15.22.050 Amendment to UPC Section 103.4.

Section 103.4. is amended as follows:

103.4.Fees

103.4.1 Permit Fees. Fees shall be assessed in accordance with the provisions of this section and as set forth in the City's fee resolution. ~~The fee schedule Table 1-1. The fees are to be determined and adopted by this jurisdiction.~~

103.4.2 Plan Review Fees. When a plan or other data is required to be submitted by Section 103.2.2, a plan review fee shall be paid at the time of submitting plans and specifications for review.

The plan review fees for plumbing work shall be as ~~determined and adopted by this jurisdiction~~ set forth in GHMC 3.40.

The plan review fees specified in this subsection are separate fees from the permit fees specified in this section and are in addition to the permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged ~~at the rate shown in Table 1-1~~ as set forth in the City's fees resolution.

* * *

103.4.4 Investigation Fees: work without a permit.

* * *

103.4.4.2 An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee that would be required by this code if a permit were to be issued. as set forth in GHMC 3.40. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code, nor from any penalty prescribed by law.

* * *

103.4.5 Fee Refunds.

* * *

~~103.4.5.2 The Authority Having Jurisdiction may authorize the refunding of not more than a percentage, as determined by this jurisdiction when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.~~

~~103.4.5.3 The Authority Having Jurisdiction may authorize the refunding of not more than a percentage, as determined by this jurisdiction when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.~~

The Authority Having Jurisdiction building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

15.22.060 Amendment to UPC Section 103.5.

Section 103.5 is amended as follows:

103.5 Inspections.

* * *

103.5.6 Reinspections. A reinspection fee as set forth in GHMC 3.40 may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when required corrections have not been made.

This provision is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for inspection or reinspection.

Reinspection fees may be assessed when the approved plans are not readily available to the inspector, for failure to provide access on the date for which the

inspection is requested, or for deviating from plans requiring the approval of the Authority Having Jurisdiction.

To obtain reinspection, the applicant shall file ~~an application therefor in writing upon a form furnished for that purpose and a written request for reinspection~~ and pay the reinspection fee in accordance with ~~Table 1-1~~ GHMC 3.40.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

* * *

15.22.070 Amendment to UPC Section 203.0.

Section 203.0 of the UPC is amended as follows:

Authority Having Jurisdiction – ~~The organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, installations, or procedures. The Authority Having Jurisdiction shall be a federal, state, local, or other regional department or an individual such as a plumbing official; mechanical official; labor department official, health department official, building official or others having statutory authority, the Authority Having Jurisdiction may be some other responsible party. The building official/fire marshal of the City of Gig Harbor shall be the Authority Having Jurisdiction for the purposes of this code.~~ This definition shall include the Authority Having Jurisdiction's duly authorized representative.

Section 20. Chapter 15.32 of the Gig Harbor Municipal Code is hereby repealed.

Section 21. A new chapter 15.24 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

Chapter 15.24 ENFORCEMENT

Sections:

- 15.24.010 Violations.**
- 15.24.020 Enforcement.**
- 15.24.030 Investigation and notice of violation.**
- 15.24.040 Time to comply.**
- 15.24.050 Stop work order.**
- 15.24.060 Emergency order.**
- 15.24.070 No Administrative Appeal.**
- 15.24.080 Penalties.**
- 15.24.090 Additional relief.**

15.24.010 Violations.

~~A. Building Code Violation. Building code violations are described in the Uniform Building Code (UBC) Section 103, as the same now exists or may hereafter be amended.~~

~~B. Plumbing Code Violation. Plumbing code violations are described in the Uniform Plumbing Code (UPC) Section 102.3.1, as the same now exists or may hereafter be amended.~~

~~C. Mechanical Code Violation. Mechanical code violations are described in the Uniform Mechanical Code (UMC) Section 111, as the same now exists or may hereafter be amended.~~

~~D. Fire Code Violation. Fire code violations are described in the Uniform Fire Code (UFC) Article 103.4, as the same now exists or may hereafter be amended.~~

~~E. Energy Code Violation. Energy code violations are described in WAC 51-11-0106, as the same now exists or may hereafter be amended.~~

~~F. Indoor Air Quality Violation. Indoor air quality code violations are described in WAC 51-13-107, as the same now exists or may hereafter be amended.~~

It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by any code adopted in Title 15, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

~~G.B. Additional Violations. In addition to the above, it is a violation of GHMC Title 15 to:~~

- ~~1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with this chapter;~~
- ~~2. To misrepresent any material fact in any application, plans or other information submitted to obtain any building or construction authorization;~~
- ~~3. Fail to comply with any of the requirements of GHMC Title 15, including any requirement of the Uniform City's Codes and state codes adopted by reference herein.~~

15.24.020 Duty to Enforcement.

~~A. The It shall be the duty of the building official/fire marshal shall have the ability to enforce this chapter. The building official/fire marshal may call upon the police, fire, planning and community development or other appropriate city departments to assist in enforcement. As used in this chapter, "building official/fire marshal" shall also mean his or her duly authorized representative.~~

~~B. Upon presentation of proper credentials, the building official/fire marshal may, with the consent of the owner or occupier of a building or premises, or pursuant to a lawfully issued inspection warrant, enter at reasonable times any building or premises subject to the consent or warrant, in order to perform the duties imposed by GHMC Title 15.~~

~~C. In lieu of the enforcement procedures set forth in this chapter, the building official may implement the enforcement procedures set forth in any of the Uniform codes adopted by reference in GHMC Title 15.~~

C. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.

D. It is the intent of this chapter to place the obligation of complying with its requirements upon the owner, occupier or other person responsible for the condition of the land and buildings within the scope of GHMC Title 15.

E. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

15.24.030 Investigation and notice of violation.

A. Investigation. The building official/fire marshal shall investigate any structure or use which the building official/fire marshal reasonably believes does not comply with the standards and requirements of GHMC Title 15.

B. Notice of Violation. If after investigation, the building official/fire marshal determines that the standards or requirements of GHMC Title 15 have been violated, the building official/fire marshal shall serve a notice of violation upon the owner, tenant or other person responsible for the condition. The notice of violation shall contain the following information:

1. A separate statement of each standard, code provision or requirement violated;

2. What corrective action, if any, is necessary to comply with the standards, code provision or requirements;

3. A reasonable time for compliance;

4. A statement that if the violation is not already subject to criminal prosecution, that any subsequent violations may result in criminal prosecution as provided in GHMC 15.26.018.

C. Service. The notice shall be served on the owner, tenant or other person responsible for the condition by personal service, registered mail, or certified mail with return receipt requested, addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the building official/fire marshal makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:

1. Publishing the notice once each week for two consecutive weeks in the city's official newspaper; and

2. Mailing a copy of the notice to each person named on the notice of violation by first class

mail to the last known address ~~if known~~ as shown on the official Pierce County Assessors parcel data, or if unknown, to the address of the property involved in the proceedings.

D. Posting. A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

E. Other Actions May Be Taken. Nothing in this section shall be deemed to limit or preclude any action or proceeding pursuant to GHMC 15.26.010, 15.26.012, 15.26.018 or 15.26.020.

F. Optional Notice to Others. The building official/fire marshal may mail, or cause to be delivered to all residential and/or nonresidential rental units in the structure or post at a conspicuous place on the property, a notice which informs each recipient or resident about the notice of violation, stop work order or emergency order and the applicable requirements and procedures.

G. Amendment. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or
2. Cite additional authority for a stated violation.

H. Withdrawal. The City may choose to withdraw a notice of violation at any time, without prejudice to the City's ability to re-issue it, if a certificate of compliance has not been obtained for the specific violations.

15.24.040 Time to comply.

A. Determination of Time. When calculating a reasonable time for compliance, the building official shall consider the following criteria:

1. The type and degree of violation cited in the notice;
2. The stated intent, if any, of a responsible party to take steps to comply;
3. The procedural requirements for obtaining a permit to carry out corrective action;
4. The complexity of the corrective action, including seasonal considerations, construction requirements and the legal prerogatives of landlords and tenants; and
5. Any other circumstances beyond the control of the responsible party.

~~B. Order Becomes Final Unless Appealed. Unless an appeal is filed with the building official/fire marshal for hearing before the hearing examiner in accordance with GHMC 15.26.014, the notice of violation shall become the final order of the building official/fire marshal.~~ A copy of the notice shall be filed with the Pierce County auditor. The building official/fire marshal may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.

15.24.050 Stop work order.

Whenever a continuing violation of this code will materially impair the building official/fire marshal's ability to secure compliance with this code, or when the continuing violation threatens the health or safety of the public, the building official/fire marshal may issue a stop work order specifying the violation and prohibiting any work or other activity at the site. A failure to comply with a stop work order shall constitute a violation of this chapter.

15.24.060 Emergency order.

Whenever any use or activity in violation of GHMC Title 15 threatens the health and safety of the occupants of the premises or any member of the public, the building official/fire marshal may issue an emergency order directing that the use or activity be discontinued and the condition causing the threat to the public health and safety be corrected. The emergency order shall specify the time for compliance and shall be posted in a conspicuous place on the property, if posting is physically possible. A failure to comply with an emergency order shall constitute a violation of this chapter. Any condition described in the emergency order which is not corrected within the time specified is hereby declared to be a public nuisance and the building official/fire marshal is authorized to abate such nuisance summarily by such means as may be available. The cost of such abatement shall be recovered from the owner or person responsible or both in the manner provided by law.

15.24.070 Review by hearing examiner. — No Administrative Appeal of Notices of Violation.

~~A. Notice of Violation (Criminal Penalties). There is no administrative appeal of a notice of violation issued pursuant to chapter 15.24 GHMC. ~~for a violation of the codes in this title which subject the violator to criminal prosecution.~~~~

~~B. Notice of Violation (Civil Penalties). Any person significantly affected by or interested in a~~

~~notice of violation issued by the building official pursuant to GHMC 15.26.006 for a violation of the codes in this title which subject the violator to civil prosecution may obtain an appeal of the notice by requesting such appeal within 15 calendar days after service of the notice. When the last day of the period so computed is a Saturday, Sunday or federal or city holiday, the period shall run until 5:00 p.m. on the next business day. The request shall be in writing, and upon receipt of the appeal request, the building official/fire marshal shall forward the request to the office of the hearing examiner, pursuant to Chapter 17.10 GHMC.~~

~~C. At or after the appeal hearing, the hearing examiner may:~~

- ~~— 1. Sustain the notice of violation;~~
- ~~— 2. Withdraw the notice of violation;~~
- ~~— 3. Continue the review to a date certain for receipt of additional information;~~
- ~~— 4. Modify the notice of violation, which may include an extension of the compliance date.~~

~~D. The hearing examiner shall issue a decision within 10 days of the date of the completion of the review and shall cause the same to be mailed by regular first class mail to the person(s) named on the notice of violation, mailed to the complainant, if possible, and filed with the department of records and elections of Pierce County.~~

~~E. The decision of the hearing examiner shall be final, and no further administrative appeal may~~

be filed. In order to appeal the decision of the hearing examiner, a person with standing to appeal must make application for a land use petition under Chapter 36.70C RCW within 21 days of the issuance of the examiner's decision. (Ord. 827 § 1, 1999; Ord. 705 § 5, 1996; Ord. 672 § 12, 1994).

15.24.080 Criminal Penalties.

~~A. Any person violating or failing to comply with any of the provisions of GHMC Title 15 and who has had a judgment entered against him or her pursuant to GHMC 15.26.016 or its predecessors within the past five years shall be subject to criminal prosecution and upon conviction of a subsequent violation shall be fined in a sum not exceeding \$5,000 or be imprisoned for a term not exceeding one year or be both fined and imprisoned. Each day of noncompliance with any of the provisions of GHMC Title 15 shall constitute a separate offense.~~

~~B. The above criminal penalty may also be imposed:~~

~~—1. For any other violation of GHMC Title 15 for which corrective action is not possible; and~~

~~—2. For any willful, intentional, or bad faith failure or refusal to comply with the standards or~~

~~—requirements of GHMC Title 15.~~

~~C. Uniform Fire Code and Uniform International Plumbing Code Violations. A violation of the Uniform International Fire Code and International Plumbing Code is a misdemeanor, and every person so convicted shall be punished by imprisonment for a maximum term of not more than 90 days, or by a fine in an amount of not more than \$1,000 or both such imprisonment and fine. Each day of noncompliance with any of the provisions of the Uniform International Fire or Uniform Plumbing Code shall constitute a separate offense.~~

A. Civil penalty.

A. In addition to any other sanction or remedial procedure which may be available, any person, firm or corporation violating or failing to comply with any of the provisions of GHMC Title 15 shall be subject to a cumulative civil penalty in the amount of \$50.00 per day for each violation from the date set for compliance until compliance with the order is achieved.

B. The penalty imposed by this section shall be collected by civil action brought in the name of the city. The building official/fire marshal shall notify the city attorney in writing of the name of any person subject to the penalty, and the city attorney shall, with the assistance of the building official/fire marshal, take appropriate action to collect the penalty.

C. The violator may show as full or partial mitigation of liability:

1. That the violation giving rise to the action was caused by the willful act, or neglect, or abuse of another; or

2. That correction of the violation was commenced promptly upon receipt of the notice thereof, but that full compliance within the time specified was prevented by inability to obtain necessary materials or labor, inability to gain

access to the subject structure, or other condition or circumstance beyond the control of the defendant.

B. Criminal penalty. In addition to or as an alternative to any other penalty provided in this chapter or by law, any person, firm or corporation who violates any provision of Title 15 shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine of up to Five Thousand Dollars and/or imprisonment for a period of up to one year, or both such fine and imprisonment (as provided in RCW 35A.11.020).

C. Criminal penalties for violations of the IMC, UPC and IFC. Any person, firm or corporation who violates any provision of the International Mechanical Code, International Fuel Gas Code, the Uniform Plumbing Code and the International Fire Code, as adopted in Title 15 GHMC, is subject to the criminal penalties as set forth in GHMC Section 15.26.090(B) above.

15.24.090 Additional relief.

The building official/fire marshal may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of GHMC Title 15 when ~~civil~~ or criminal penalties are inadequate to effect compliance.

Section 22. Chapter 15.36 of the Gig Harbor Municipal Code is hereby repealed.

Section 23. Codes Adopted by Reference. One copy of all codes adopted by reference in this Ordinance are on file with the Gig Harbor City Clerk for viewing by the public.

Section 24. 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 25. 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 Gig Harbor City Council and approved by the Mayor of
the City of Gig Harbor this ____ day of _____, 2005.

Mayor Gretchen Wilbert

ATTEST/AUTHENTICATED:

By: _____
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: _____
Carol Morris, City Attorney

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

On _____, 2005, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by the title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ADOPTION OF THE WASHINGTON STATE BUILDING CODE, ADOPTING THE 2003 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL EXISTING BUILDING CODE AND THE UNIFORM PLUMBING CODE BY REFERENCE, ADOPTING THE 1997 EDITION OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS BY REFERENCE, ADOPTING THE WASHINGTON ENERGY CODE, THE WASHINGTON STATE VENTILATION AND INDOOR AIR QUALITY CODE AND HISTORIC BUILDING CODE BY REFERENCE, AS WELL AS CERTAIN AMENDMENTS TO THE CODES, MAKING CHANGES TO THE CITY'S TITLE 15 CODE ENFORCEMENT PROCESS, ELIMINATING HEARING EXAMINER APPEALS AND AMENDING THE PENALTIES FOR VIOLATIONS; REPEALING CHAPTERS 15.06, 15.08, 15.10, 15.12, 15.18, 15.32, 15.36; ADOPTING NEW CHAPTERS 15.06, 15.08, 15.10, 15.12, 15.14, 15.16, 15.18, 15.20, 15.22 AND 15.26 TO THE GIG HARBOR MUNICIPAL CODE.

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

APPROVED by the City Council at their meeting of _____, 2005.

MOLLY TOWSLEE, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DICK J. BOWER, CBO *DB*
BUILDING OFFICIAL/FIRE MARSHAL
SUBJECT: PUBLIC HEARING AND SECOND READING OF ORDINANCE
- BUILDING CODE ADVISORY BOARD
DATE: JANUARY 10, 2005

INFORMATION/BACKGROUND

Attached for our consideration and second reading is an ordinance updating Title 15 of the Gig Harbor Municipal Code (GHMC). This ordinance was created due to the changes in the State Building Code. Title 15 contains language creating the City's Building Code Advisory Board. In reviewing the existing language some desirable clarifications were identified. These clarifications are included in the proposed ordinance and presented as a separate ordinance to simplify the process of future modifications of Title 15.

POLICY CONSIDERATIONS

The Building Code Advisory Board has been in existence since 1987. It provides a knowledgeable community body to provide guidance and recommendations to the Council and staff regarding matters related to the City's construction and fire and life safety codes.

FISCAL CONSIDERATIONS

Any of the minor expenditures are anticipated under Office and Operating Supplies in the 2005 Budget.

RECOMMENDATION

On November 30, 2004, the City's Building Code Advisory Board convened to consider this ordinance. It was unanimously recommended by the Board that the ordinance be passed by the City Council. Staff whole-heartedly agrees with the Board's recommendation and recommends that the City Council approve the ordinance as presented at this second reading.

ORDINANCE NO. __

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE BUILDING CODE ADVISORY BOARD, CLARIFYING THE BOARD'S AUTHORITY WITH REGARD TO CODE INTERPRETATIONS AND APPEALS OF REQUESTS FOR ALTERNATE MATERIALS/MODIFICATIONS, ESTABLISHING THE REQUIREMENTS FOR THE BOARD'S PUBLIC HEARINGS AND CLARIFYING THE EFFECT OF THE BOARD'S DECISION AND THE MANNER IN WHICH IT MAY BE JUDICIALLY APPEALED, REPEALING GIG HARBOR MUNICIPAL CODE SECTION 15.02.010 AND ADOPTING NEW SECTIONS 15.02.010, 15.02.020, 15.02.030 AND 15.02.040 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the establishment and authority of the building code advisory board is set forth in GHMC Section 15.02.010; and

WHEREAS, nothing in GHMC Section 15.02.010 describes the procedures that the board must follow when handling open public hearings on requests for interpretations or alternative materials; and

WHEREAS, nothing in GHMC Section 15.02.010 describes the effect of a decision of the board, or whether it may be appealed judicially; Now, therefore:

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

Section 1. Section 15.02.010 is hereby repealed.

Section 2. A new Section 15.02.010 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

15.02.010 Building Code Advisory Board established - membership.

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

B. The board shall be comprised of two state-licensed contractors, two architects, and two engineers, all of whom must be residents of the Gig Harbor community, at least two of whom are city residents.

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

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

Section 3. A new Section 15.02.020 is hereby added to the Gig Harbor

Municipal Code, which shall read as follows:

15.02.020 Rules of Procedure. The board shall adopt procedural rules governing the transaction of its business. Provisions shall be made for maintaining minutes of board meetings and records of all board decisions. The rules of the board shall provide that all board meetings and hearings shall be open to the public, as provided in the Open Public Meetings Act, chapter 42.30 RCW. The rules for board hearings on quasi-judicial decision-making shall follow the procedures set forth in chapter 19.05 GHMC.

Section 4. A new Section 15.02.030 is hereby added to the Gig Harbor

Municipal Code, which shall read as follows:

15.02.030 Authority of Board. The board is authorized to take the following actions:

A. Hold open public hearings and make the final decision on appeals of administrative determinations where alternate materials or methods of construction are proposed to those required by any code adopted in GHMC Title 15;

B. Hold open public hearings and make the final decision on interpretations of the codes adopted in GHMC Title 15; provided that the board shall have no authority to make any interpretation of any administrative provision of such codes. In addition, the board

shall have no authority to handle any interpretation or appeal relating to any enforcement action; and
C. Review and make recommendations to the Gig Harbor City Council on the adoption of new codes and amendments within GHMC Title 15.

Section 5. A new Section 15.02.040 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

15.02.040 Final Decision-making. The decision of the board on the actions described in GHMC Section 15.02.030(A) and (B) above shall be final. Appeals of the board's decisions under GHMC Section 15.02.030(A) and (B) shall be filed with Pierce County Superior Court within 21 days of issuance of the final decision.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2005.

CITY OF GIG HARBOR

Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

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

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

On _____, 2005, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by the title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE BUILDING CODE ADVISORY BOARD, CLARIFYING THE BOARD'S AUTHORITY WITH REGARD TO CODE INTERPRETATIONS AND APPEALS OF REQUESTS FOR ALTERNATE MATERIALS/MODIFICATIONS, ESTABLISHING THE REQUIREMENTS FOR THE BOARD'S PUBLIC HEARINGS AND CLARIFYING THE EFFECT OF THE BOARD'S DECISION AND THE MANNER IN WHICH IT MAY BE JUDICIALLY APPEALED, REPEALING GIG HARBOR MUNICIPAL CODE SECTION 15.02.010 AND ADOPTING NEW SECTIONS 15.02.010, 15.02.020, 15.02.030 AND 15.02.040 TO THE GIG HARBOR MUNICIPAL CODE.

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

APPROVED by the City Council at their meeting of _____, 2005.

MOLLY TOWSLEE, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DICK J. BOWER, CBO
BUILDING OFFICIAL/FIRE MARSHAL
SUBJECT: PUBLIC HEARING AND SECOND READING OF ORDINANCE
- FLOODPLAIN REGULATIONS
DATE: JANUARY 10, 2005

INFORMATION/BACKGROUND

Due to changes in the State Building Code, an update of GHMC Title 15 has been proposed. Title 15 contains language establishing the City's floodplain regulations as required for participation in the National Flood Insurance Program. In reviewing the existing language some typographical errors and desirable clarifications were identified. Those clarifications and corrections to typos are included in the ordinance before the Council. The revised flood plain regulations are presented as a separate ordinance to simplify the process of future modifications of Title 15.

POLICY CONSIDERATIONS

Flood plain regulations have been in Title 15 since at least 1987. These regulations allow the City to promote public health, safety and welfare by minimizing life and property loss, and environmental damage due to floods. In addition, the City's participation in the National Flood Insurance Program benefits our residents by providing affordable flood insurance coverage. Finally, regulation of development activities in accordance with the National Flood Insurance Program is a requirement of the Natural Hazard Mitigation Plan required by the Federal Emergency Management Agencies, mitigation grant program.

FISCAL CONSIDERATIONS

Costs related to the administration of this ordinance have been included in the 2005 budget.

RECOMMENDATION

On November 30, 2004 the City's Building Code Advisory Board convened to consider this ordinance. It was unanimously recommended by the Board that the ordinance be passed by the Council. I recommend that the City Council approve the ordinance as presented as this second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO FLOODPLAIN REGULATIONS, MAKING AMENDMENTS TO THE CITY'S FLOODPLAIN REGULATIONS TO CORRECT TYPOGRAPHICAL ERRORS AND TO ACCURATELY REFLECT THE TITLE OF CITY OFFICIALS REFERENCED IN THE CODE; AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 15.04.050, 15.04.060, 15.04.080 AND 15.04.090.

WHEREAS, the City's floodplain regulations contain certain typographical errors and need to be corrected to correctly reference the titles of City officials enforcing the code; Now, therefore:

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

Section 1. Section 15.04.050 of the Gig Harbor Municipal Code is amended to read as follows:

15.04.050 General provisions.

A. Lands to Which this Chapter Applies. This chapter shall apply to all areas of special flood hazards within the jurisdiction of the city.

B. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for the City of Gig Harbor," dated March 2, 1981, with accompanying flood insurance maps is adopted by reference and declared to be a part of the ordinance codified in this chapter. The Flood Insurance Study is on file at Gig Harbor City Hall, ~~3105 Judson Street~~, Civic Center, 3510 Grandview Street, Gig Harbor, Washington.

C. Penalties for Noncompliance. No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations. Failure to comply with any of the provisions of this chapter (including violations of conditions and safeguards

established in connection with conditions) shall constitute a violation of this chapter. Any person who violates this chapter or fails to comply with any of its requirements shall incur a cumulative civil penalty in the amount of \$50.00 per day from the date set for correction thereof, as prescribed in Title 15 Chapter 15.18 GHMC. Nothing contained in this chapter shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

D. Abrogation and Greater Restrictions. This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

E. Interpretation. In the interpretation and application of this chapter, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

F. Warning and Disclaimer of Liability. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Larger flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made under this chapter.

Section 2. Section 15.04.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.04.060 Administration.

A. Establishment of Development Permit.

1. Development Permit Required. A development permit shall be obtained before construction or development begins within any area of special flood hazard established in GHMC Section 15.04.050 (B). The permit shall be for all structures including manufactured homes, as ~~set forth in GHMC 15.06.040~~, defined in the Building Code adopted in Title 15 GHMC, and for all

development including fill and other activities, also as set forth in ~~GHMC Section 15.06.040.~~ Title 15 GHMC.

2. Application for Development Permit. Application for a development permit shall be made on forms furnished by the building official. A complete development permit shall include the following: ~~and may include but not be limited to,~~

a. plans in duplicate drawn to scale showing the nature, location, dimensions and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities and the location of the foregoing. Specifically, the following information is required:

1. Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures;

2. Elevation in relation to mean sea level to which any structure has been floodproofed;

3. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in GHMC 15.04.070(B)(2); and

b. Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

B. Designation of the building official/fire marshal. The building official/fire marshal is appointed to administer and implement this chapter by granting or denying development permit applications in accordance with its provisions.

C. Duties and Responsibilities of the building official/fire marshal. Duties of the building official/fire marshal shall include, but not be limited to:

1. Permit Review.

a. Review all development permits to determine that the permit requirements of this chapter have been satisfied.

b. Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.

2. Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with GHMC 15.04.050(B), Basis For Establishing the Areas of Special Flood Hazard, the building official shall obtain, review and reasonably utilize any base flood elevation data available from a federal, state or other source, in order to administer GHMC 15.04.070(B), Specific Standards.

3. Information to be Obtained and Maintained.

a. Where base flood elevation data is provided through the Flood Insurance Study or required as in subsection (C)(2) of this section obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or

substantially improved structures, and whether or not the structure contains a basement.

b. For all new or substantially improved floodproofed structures:

i. Verify and record the actual elevation (in relation to mean sea level); and

ii. Maintain the floodproofing certifications required in subsection (A)(2) of this section.

c. Maintain for public inspection all records pertaining to the provisions of this chapter.

4. Alteration of Watercourses.

a. Notify adjacent communities and the State Department of Ecology's Floodplain Management Section prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

b. Require that maintenance is provided within the altered or relocated portion of such watercourse so that the flood carrying capacity is not diminished.

5. Interpretation of FIRM Boundaries. Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in subsection (D) of this section.

D. Variance Procedure.

1. Appeal Board.

a. The building code advisory board shall hear and decide appeals and requests for variances from the requirements of this chapter.

b. The building code advisory board shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made by the building official in the enforcement or administration of this chapter.

c. Those aggrieved by the decision of the building code advisory board, or any taxpayer, may appeal such decision to the city council.

d. In passing upon such applications, the building code advisory board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:

i. The danger that materials may be swept onto other lands to the injury of others;

ii. The danger to life and property due to flooding or erosion damage;

iii. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

iv. The importance of the services provided the proposed facility to the community;

v. The necessity to the facility of a waterfront location, where applicable;

vi. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

vii. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

viii. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

ix. The safety of access to the property in times of flood for ordinary and emergency vehicles;

x. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

xi. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.

e. Upon consideration of the factors of subsection (D)(1)(d) of this section and the purposes of this chapter, the building code advisory board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this chapter.

f. The building official shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administration upon request.

2. Conditions for Variances.

a. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items set out in subsections (D)(1)(d)(i) through (xi) of this section have been fully considered. As the lot size increases the technical justification required for issuing the variance increases.

b. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in this section.

c. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.

d. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

e. Variances shall only be issued upon:

i. A showing of good and sufficient cause;

ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant;

iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public as identified in subsection (D)(1)(d) of this section, or conflict with existing local laws or ordinances.

f. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.

g. Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria except GHMC 15.04.060(D)(2)(a), and otherwise complies with GHMC 15.04.070(A)(1) and (A)(2), general standards.

h. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

Section 3. Section 15.04.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.04.080 Excavation, grading, fill – Permit required.

The building ~~inspector~~ official/fire marshal shall require the issuance of a permit for any excavation, grading, fill or construction in the community.

Section 4. Section 15.04.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.04.090 Mudslide hazard.

The building ~~inspector~~ official/fire marshal shall require review of each permit application to determine whether the proposed site and improvements will be reasonably safe from mudslide hazards, a further review must be made by persons qualified in geology and soils engineering; and the proposed new construction, substantial improvement, or grading must

- (a) be adequately protected against mudslide damage, and
- (b) not aggravate the existing hazard.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 6. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2005.

CITY OF GIG HARBOR

Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

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

On _____, 2005, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by the title as follows:

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

APPROVED by the City Council at their meeting of _____, 2005.

MOLLY TOWSLEE, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PIERCE COUNTY 2005 COMPREHENSIVE PLAN AMENDMENTS -
SUBMITTED APPLICATIONS
DATE: JANUARY 10, 2005

BACKGROUND

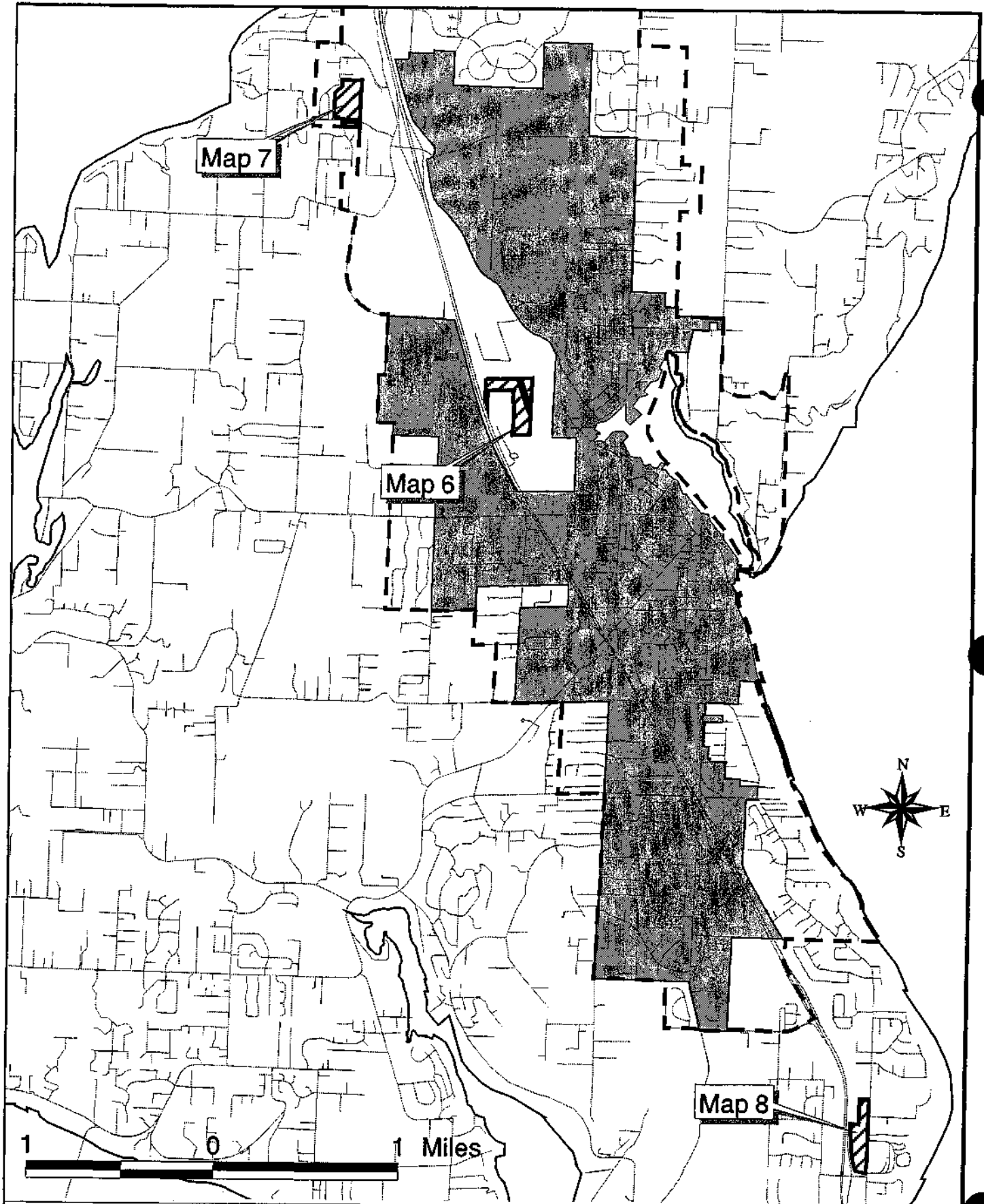
Pierce County has begun the process of accepting applications for 2005 amendments to the County Comprehensive Plan. We have been notified that the Pierce County Executive has received three applications in and around the City's Urban Growth Area. The County Executive has asked that the City review and comment on the applications before moving them forward in the review process.

Copies of the application materials are attached.

The Council deliberated the merits of these applications at the December 13, 2004 meeting and asked that the matter be brought back for further consideration. Mr. James Morton submitted a letter on December 15, 2004 regarding Application No. 8 (attached).

RECOMMENDATION

I recommend that Council review the application materials and then decide if the submitted applications warrant further review by Pierce County.



**2005 Pierce County
Comprehensive Plan Map Amendments**



Pierce County

Department of Planning and Land Services

CHUCK KLEEBERG
Director

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7210 • FAX (253) 798-7425

November 23, 2004

RECEIVED
CITY OF GIG HARBOR
NOV 29 2004
COMMUNITY
DEVELOPMENT

Mr. John Vodopich, AICP
Community Development Director
City of Gig Harbor
3510 Grandview
Gig Harbor, WA 98335

Dear John:

Pursuant to our discussion this morning, I have enclosed the relevant information regarding the plan amendments the County is being asked to consider that relate to the City of Gig Harbor. I appreciate you agreeing to take these before your Council on December 13, 2004, to get an indication of whether they will support these proposals or not. Either way, our expectation from the County perspective is to follow the City's direction on these amendments. One note with respect to the amendment for Rural Neighborhood Center (RNC) for the golf driving range, it is our perspective that this not be authorized as an RNC, but rather through an expansion of the City's UGA should it be allowed urban uses.

Thanks for your help.

Sincerely,

C. E. "Chip" Vincent
Principal Planner

CEV:vll
F:\...\City of Gig Harbor Letter 11-23.doc
Attachments



REC'D
CITY
PLANNING
DEPT
MAY 10 2004

Item #	Department	Author	Item Type	Summary of Item	Staff Recommendation
Text #1	Planning & Land Services Department	Mike Erkinen	Text	Update UGA policies to clarify that resource lands and extensive areas of critical areas should not be include in a UGA. A similar amendment was considered by the County Council as Amendment #7 in the 2004 GMA Compliance Update.	Staff recommends <u>yes</u> to initiation: <ul style="list-style-type: none"> The proposal would decrease the conversion of lands that are inappropriate for urban development; The proposal would implement GMA provisions regarding the distribution and location of resource land uses and critical areas.
Text #2	Planning & Land Services Department/ Public Works & Utilities Department	Mike Erkinen/ Harold Smelt	Text	Update the Land Use and Utilities Elements of the Comprehensive Plan to clarify that urban level stormwater systems should not extend outside of UGAs. A similar amendment was considered by the County Council as Amendment #9 in the 2004 GMA Compliance Update.	Staff recommends <u>yes</u> to initiation: <ul style="list-style-type: none"> The proposal would improve consistency with GMA provisions that limit urban level stormwater systems to urban areas; Coordination between PALS and Water Programs staff will ensure that policies can be readily implemented, and that urban level stormwater systems are clearly defined.
Text #3	Planning & Land Services Department	Mike Erkinen	Text	Review the Upper Nisqually Valley Community Plan and provide needed updates and amendments.	Staff recommends <u>yes</u> to initiation: <ul style="list-style-type: none"> The proposal is consistent with provisions in the UNVCP that call for review and update of the Plan five years after initial adoption; The UNVCP went into effect on January 1, 2000.
Text #4	Planning & Land Services Department	Mike Erkinen/ Jesse Hamashima	Text	Update the 1992 Pierce County Transportation Plan to address transportation project improvements in rural areas, consistency with policies in community plans, and consistency between community plans relative to transportation projects.	Staff recommends <u>yes</u> to initiation: <ul style="list-style-type: none"> The proposal would address inconsistencies between the Transportation Plan and the County's Comprehensive Plan and community plans. The proposal should be contingent upon PW&U and PALS agreeing to a scope of work agreement.
Text #5	Planning & Land Services Department	Mike Erkinen	Text	Add policies to the Land Use Element of the Comprehensive Plan to address the design and placement of accessory dwelling units (ADUs).	Staff recommends <u>yes</u> to initiation: <ul style="list-style-type: none"> The proposal would improve consistency between the Plan and community plans with policies for designing and placing ADUs.
Text #6	Planning & Land Services Department	Mike Erkinen	Text	Amend PCC Chapter 19C.10, Procedures for Amendments to the Comprehensive Plan, to allow the Council to approve designations associated with PUDs and PDDs at locations for which a development proposal has been approved by the Hearing Examiner.	Staff recommends <u>yes</u> to initiation: <ul style="list-style-type: none"> The proposal would allow proposals for MPRs that have been approved by the Hearing Examiner to proceed without being subject to delay due to the 3-year cycle for Comprehensive Plan amendments.
Text #7	Planning & Land Services Department	Mike Erkinen	Text	Delete three parks from the South Hill Community Plan. These identified future parks are located at Rainier Meadows, Forest Estates, and Hidden Valley.	Staff recommends <u>yes</u> to initiation: <ul style="list-style-type: none"> These sites have been removed from consideration as future parks in the South Hill area.
Text #8	Public Works & Utilities Department	Marsha Huebner	Text	Update Comprehensive Plan and Community Plans as necessary to ensure consistency and needed linkages are in place between plans in regard to utilities.	Staff recommends <u>yes</u> to initiation: <ul style="list-style-type: none"> These changes will provide for improved coordination for planning for and providing utility service throughout the County.

Item #	Department	Author	Item Type	Description	Staff Recommendation
Text #9	Planning & Land Services Department	Mike Erkinen	Text/Area Wide Map/UGA	Correct technical errors, adjust boundaries to recognize annexations, and perform other needed technical changes.	Staff recommends yes to initiation.
Map #1	Planning & Land Services Department	Mike Erkinen	Area Wide Map	Apply the Public Institution designation to the WSU Cooperative Extension properties west of Puyallup	Staff recommends yes to initiation: <ul style="list-style-type: none"> Property is owned by a public institution and is used for such purposes; Designation will preclude residential development; City has agreed to apply PI designation upon annexation.
Map #2	Residential Resources Northwest	Halsan Frey LLC	Area Wide Map	Change the land use designation for the Sunrise East area from Residential Resource to Master Planned Community, to allow implementation of the MOU executed for this area. The site includes two parcels on 400 acres between 180 th and 184 th Streets, east of the Sunrise development in the South Hill area.	Staff recommends yes to initiation: <ul style="list-style-type: none"> The proposal reflects the results of an agreement reached between the property owners and Pierce County.
Map #3	Planning & Land Services Department	Mike Erkinen	Area Wide Map	Change the land use designation at six locations in the South Hill area to reflect existing residential development patterns. Each is a change from one residential designation to another. The proposed changes are: <ul style="list-style-type: none"> (3A) Change 17 residential lots from MSF to HSF, at 136th St. E. and 107th Ave. E., in the SW 1/4 of Sec. 15, T19N, R4E; (3B) Change six residential lots from MSF to HSF, at 149th St. E. and 98th Ave. E., in the NE 1/4 of Sec. 21, T19N, R4E. (3C) Change a subdivision from MSF to HSF, in the SE 1/4 of Sec. 23, T19N, R4E. (3D) Change a subdivision from MSF to HSF, at 160th St. E. and Gem Heights Drive, in the NW 1/4 of Sec. 28, T19N, R4E. (3E) Change a 35 acre parcel from HRD/MHR to MSF, at 18611 86th Ave. E., in the SW 1/4 of Sec. 33, T19N, R4E. (3F) Change three parcels from HRD/MHR to HSF, in the NE and SE 1/4s of Sec. 33, T19N, R4E. 	Staff recommends yes to initiation: <ul style="list-style-type: none"> The proposal would change land use designations to better reflect the residential development patterns in each of the six areas.

Map #	Applicant	Plan Name	Map Type	Summary Description	Staff Recommendation
Map #4	Steven Verbul, et al	Progressive Land Planning LLC/ Robert "Doc" Hansen	Area Wide Map	Change the land use designation for five parcels on 12 acres in the Mid-County Communities Plan Area from Rural Separator to Rural Activity Center, at 72 nd St. E. and Canyon Rd., in the SE 1/4 of Sec. 25, T20N, R3E, and SW 1/4 of Sec. 30, T20N, R4E.	Staff recommends <u>no</u> to initiation: <ul style="list-style-type: none"> The proposal should be referred to the Mid-County CPB, which is currently developing a community plan for the area.
Map #5	Woodworth and Company, Inc.	Miles Sand and Gravel/ Dave Lewis	Area Wide Map	Change the land use designation for four parcels on 1.1 acres in the Alderton-McMillin Community Plan Area from Rural-10 to Rural Neighborhood Center, at 128 th St. E. and SR 162, in the SE 1/4 of Sec. 12 and the NE 1/4 of Sec. 13, T19N, R4E.	Staff recommends <u>no</u> to initiation: <ul style="list-style-type: none"> The proposal should be referred to the Alderton-McMillin CPB, which is currently developing a community plan for the area.
Map #6 GH APPLICATION	Mehl, Steward, & Buchanan	Carl Halsan	Area Wide Map	Change the land use designation for two parcels on 24 acres in the Gig Harbor Peninsula Community Plan Area from Moderate Density Single Family to Community Employment, at the 8500 block of SR-16 and Burnham Drivs NW, in the NW 1/4 of Sec. 6, T21N, R2E.	Staff recommends <u>no</u> to initiation: <ul style="list-style-type: none"> The proposal is within the City of Gig Harbor UGA. The City has indicated that they will not at this time consider amending their Comprehensive Plan to address these properties.
Map #7 GH APPLICATION	Walt Smith	Carl Halsan	Area Wide Map	Change the land use designation for one parcel on 20 acres in the Gig Harbor Peninsula Community Plan Area from Moderate Density Single Family to Community Employment, at 6002 112 th St. NW, in the SW 1/4 of Sec. 25, T22N, R1E.	Staff recommends <u>no</u> to initiation: <ul style="list-style-type: none"> The proposal is within the City of Gig Harbor UGA. The City has not indicated that they have planned to amend their Comprehensive Plan to address this property.
Map #8 GH APPLICATION	John C. Dimmer & Tracy Rutt	James H. Morton, Aity.	Area Wide Map	Change the land use designation for four parcels on 18 acres in the Gig Harbor Peninsula Community Plan Area from Rural 10 to Rural Neighborhood Center, at 2416 14 th Ave. NW, in the NW 1/4 of Sec. 28, T21N, R2E.	Staff recommends <u>no</u> to initiation: <ul style="list-style-type: none"> The proposal, approximately 1 1/2 miles from Gig Harbor's UGA, is not consistent with Comprehensive Plan policy that RNCs be 2 miles from a UGA; The proposal is inconsistent with GHPCP policy that "under no circumstances shall a RNC exceed five acres in size."
UGA #1	Cody Miller, et al	Progressive Land Planning, LLC/ Robert "Doc" Hansen	Urban Growth Area	Change the land use designation for 1,222 parcels on 1,130 acres in the Graham Community Plan Area from Reserve 5 to Moderate Density Single Family, in Sections 11 and 12, T18N, R3E.	Staff recommends <u>no</u> to initiation: <ul style="list-style-type: none"> The proposal should be referred to the Graham CPB, which is currently developing a community plan for the area; The proposal would increase the size of the County's UGA and the excess residential capacity that currently exists in the UGA.
UGA #2	Joyce M. Whitmarsh	Genesis Real Estate/ William Virella	Urban Growth Area	Change the land use designation for two parcels on 61 acres, east of the City of Bonney Lake, from Rural 10 to Mixed Use District, between 96 th St. E. and SR 410, in the NE 1/4 of Sec. 1, T19N, R5E.	Staff recommends <u>no</u> to initiation: <ul style="list-style-type: none"> Bonney Lake has not planned for expanding its UGA to this area; The proposal would create an urban island in the County's rural area.

2005 AMENDMENTS TO PLACER COUNTY'S COMPREHENSIVE LAND PLAN
 THE TACOMA'S PROPOSED INITIATION BY PUBLIC UTILITIES UTILITIES
 October 22, 2004

Proposal #	Applicant	Agency	Urban Growth Area	Summary/Description	Staff Recommendation
UGA #3	Robert R. & Norma J. Sorger	n.a.	Urban Growth Area	Change the land use designation for one parcel on 10 acres east of the City of Bonney Lake, from Rural 10 to Mixed Use District, at 10311 254 th Ave. E., in the NE 1/4 of Sec.6, T19N, R6E.	Staff recommends <u>no</u> to initiation: <ul style="list-style-type: none"> Bonney Lake has not planned for expanding its UGA to this area; The proposal would create an urban island in the County's rural area.
UGA #4	Wanda L. Looney	n.a.	Urban Growth Area	Change the land use designation for one parcel on 10 acres, east of the City of Bonney Lake, from Rural 10 to Mixed Use District, at 10115 254 th Ave. E., in the NE 1/4 of Sec. 6, T19N, R6E.	Staff recommends <u>no</u> to initiation: <ul style="list-style-type: none"> Bonney Lake has not planned for expanding its UGA to this area; The proposal would create an urban island in the County's rural area.
UGA #5	Capri Investments LLC	Larson & Associates/ Bill Diamond	Urban Growth Area	Change the land use designation for the Falling Water development including 128 parcels on 478 acres from Rural 10 to an urban Master Planned Community, in Sections 7,8, and 9, T19N, R5E.	Staff recommends <u>yes</u> to initiation: <ul style="list-style-type: none"> The proposal is for an area with an existing residential development; The proposal would allow sewer service to be provided in an area with significant environmental features associated with Fennel Creek. The recommendation to initiate should be contingent on receipt of a letter of support from the City of Bonney Lake prior to January 1, 2005.
UGA #6	JT & Mark Takisaki	Larson & Associates/ Bill Diamond	Urban Growth Area	Change the land use designation for the Creekridge Glen Division 2 development including 5 parcels on 130 acres from Rural 10 to an urban Master Planned Community, in Sections 5,7, and 8, T19N, R5E.	Staff recommends <u>yes</u> to initiation: <ul style="list-style-type: none"> The proposal for an existing approved development; The proposal would allow sewer service to be provided in an area with significant environmental features associated with Fennel Creek. The recommendation to initiate should be contingent on receipt of a letter of support from the City of Bonney Lake prior to January 1, 2005.
UGA #7	City of Federal Way	Isaac Conlen	Urban Service Area	Create a Federal Way USA for the Brown's Point/Dash Point area, consisting of 1,169 parcels on 569 acres, in Sections 9, 10, 14, 15, 16, 17, and 21, T21N, R3E.	Staff recommends <u>yes</u> to initiation: <ul style="list-style-type: none"> The area is contiguous with Federal Way city limits; The proposal would potentially offer the residents of the area a choice for annexation to either Tacoma or Federal Way.

PIERCE COUNTY PLANNING & LAND SERVICES
CARL HANSON FREY, L.L.C.

NOV 15 2004

PIERCE COUNTY

November 10, 2004

Map #6
RECEIVED
CITY OF GIG HARBOR
NOV 29 2004
COMMUNITY
DEVELOPMENT

The Honorable John Ladenburg
Pierce County Executive
930 Tacoma Avenue South, #737
Tacoma, WA 98402

**RE: PROPOSED COMPREHENSIVE PLAN AMENDMENT
(MEHL, STERNARD & BUCHANAN)**

Dear Mr. Ladenburg:

On behalf of our clients, we are formally requesting you to initiate an Area-Wide Comprehensive Plan Amendment in the Gig Harbor area of unincorporated Pierce County. The property is currently designated for low and medium density single family residential development, while the property owners would like the designation to be changed to allow for community employment type land uses. There a number of reasons why this amendment makes sense and we will detail these reasons below. However, before we make the case for the amendment, we must first explain why this amendment is not being initiated by the City of Gig Harbor, since the property is within its UGA.

On the advice of your Advance Planning department, we began this process by meeting with the City of Gig Harbor's planning staff in December of 2003. We prepared our arguments for the amendment and met them a few times to discuss its merits. We were encouraged by the staff support we seemed be getting, so on April 5, 2003 we made a complete application to the City. That application, including the necessary SEPA documentation, requested the City Council to amend the land use designation they had placed on the subject property from Residential-Low to Employment Center. Our strategy was to first get the City to approve the change, and if we were successful, we would then ask the County to amend its maps accordingly. This strategy has worked for us before with other cities and towns, and we believe it is the proper strategy. Since the subject property is within Gig Harbor's UGA, meaning that it will be within the City limits someday, it only makes sense for the City to be the lead and for the County to follow. This would allow our clients to develop the property while it is still under County control, but not develop it in a manner inconsistent with the City's long term plans.

You can probably imagine our shock and dismay when we received a letter from the Community Development Director a few weeks after we submitted the application materials telling us they cannot process Comprehensive Plan amendments for property outside of

PO BOX 1447 * GIG HARBOR, WA * 98335
OFFICE: (253) 858-8820 FAX: (253) 858-9816
EMAIL: CARLHALSAN@HOTMAIL.COM

the City limits. The letter says that this is their current position based on advice of the City Attorney. The letter went on to tell us that the correct procedure would be to initiate an amendment to the Pierce County Comprehensive Plan. A copy of this letter is attached for your reference. If initiated, and if the County agrees that the amendment makes sense and it is approved next fall, we then may go back to the City and see if they will then amend their Plan.

Therefore, we ask you to please initiate the amendment for the subject property. Below is our rationale for the proposed amendment. We think you will see that this property is much more suited for employment type uses than it is for single-family residential uses.

1. **Detailed description and explanation of amendment.**

The property owners are asking the Executive to change the Comprehensive Plan designation from Residential to Employment. The two parcels that are the subject of the amendment each cross the power line right-of-way. We are only asking that the portion of the property west of the power line be re-designated. The Knapp property, parcel numbers 02-21-06-2015 and 2016, are not included in the application because we couldn't reach Mr. Knapp to find out if he was interested in having the designation of his property changed as well. It would make sense to include it, but we can't make that decision for him. It would probably also make sense to include the small parcel that abuts the highway in the amendment as well, but we haven't reached that property owner either. Perhaps the County can include these other parcels as the process moves forward, if it makes sense to staff to include them.

2. **Change in circumstances pertaining to the Comprehensive Plan or public policy.**

Access to and from the site is horrible for any intense type of residential development. It is extremely unlikely that anyone would ever want to develop the site with homes so long as the access remains the same. Chance for alternative access is not likely. Coming up from Rosedale Street has been planned for over 30 years, but no funding exists for such a grandiose scheme. Moreover, the need simply doesn't warrant the cost. There is not enough critical mass of land uses in the area. Accessing from the east would require an easement across others property, would require crossing North Creek and Donkey Creek, would require crossing the power line right-of-way, and would mean building a road up a hill that would have to climb from 75' of elevation to nearly 350' of elevation. Coming in from the north would also require crossing the power line right-of-way, climbing the hill, and gaining access easements from others.

The topography of the site and the power line right-of-way keeps it very nicely separated from the next nearest residential projects, or property likely to be developed residentially. This will prevent incompatible land uses from locating next to one another.

November 10, 2004

The surrounding existing uses are a mixture of non-residential uses including industrial, warehousing, offices, retail and the cemetery. These neighbors are not conducive to new residential development.

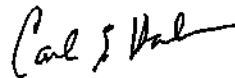
The market is simply not interested in this property for residential development. Some or all of the parcels have been on the market for the last several years and no one is interested in using it residentially. This is really saying something since the supply of residential land in the Gig Harbor area is so limited. Builders and developers have us looking everyday for possible project sites and they are buying even questionable land. Even in this type of market, no one is interested in this property with its current designation.

3. Impacts caused by the change, including the geographic area affected and the issues presented.

The property will finally be developed rather than sitting fallow. The neighboring properties are all developed with non-residential land uses. The worst thing that could happen would be for the subject property to be developed with houses. The conflicts would be never ending and traffic would be a nightmare. This vacant property would be added to the tax rolls with some real value and more jobs would be created in the area. There is already interest from buyers who will develop the property if the re-designation is successful. The only impacts will be positive.

We know you and your staff would prefer that we first gain the City's blessing on the amendment, but since we tried that and were told to come to you first, we hope you will initiate the amendment. If you have any questions, comments or concerns, please call me directly at 858-8820.

Sincerely,



Carl E. Halsan
Member

c: Chip Vincent, Advance Planning



COMMUNITY DEVELOPMENT DEPARTMENT

April 16, 2004

Mr. Carl Halsan
P.O. Box 1447
Gig Harbor, WA 98335

Re: Mehl, Sternand, & Buchanan Comprehensive Plan Amendment Application
(COMP 04-02)

Dear Mr. Halsan:

I have received your proposed Comprehensive Plan amendment application on behalf of Mehl, Sternand, & Buchanan for properties located outside of the City limits but within the Urban Growth Boundary. I have discussed this application with the City Attorney and determined that the City cannot process an application for a comprehensive plan amendment for property outside of the City limits. The correct procedure to be followed would be to initiate an amendment to the Pierce County Comprehensive Plan. I will initiate a refund of the application fees you have paid related to this proposal.

Please feel free to contact me should you have any questions regarding this correspondence. I can be contacted by telephone at (253) 851-6170 or by E-mail at vodopichj@cityofgigharbor.net.

Sincerely,


John P. Vodopich, AICP
Community Development Director

Cc: Mike Erkinen, Senior Planner, Pierce County PALS

**2005 APPLICATION
FOR AREA-WIDE MAP AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN**

An Area-Wide Map Amendment is a proposed change or revision to the Comprehensive Plan Land Use Designations Map that affects an area which is either comprehensive in nature, deals with homogeneous communities, is geographically distinctive, or has a unified interest within the County, such as community plan areas. An Area-Wide Map Amendment, unlike a parcel or site-specific land use reclassification, is of area-wide significance and includes many separate properties under various ownerships. Single-parcel or single-ownership map changes do not meet the criteria for consideration as an Area-Wide Map Amendment.

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2005 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline to submit an application to the Council is 4:30 p.m., December 1, 2004. The deadline to submit an application to the Executive is 4:30 p.m., November 15, 2004.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: MEHL, STERNARD & BUCHANAN
Address: 33832 134TH PLACE SE
City/State/Zip Code: AUBURN, WA 98092
Phone: (253) 853-2560

Agent: CARL HALSAN
Address: PO BOX 1447
City/State/Zip Code: GIG HARBOR, WA 98335
Phone: (253) 858-8820

Initiation (check one):

- Request Pierce County Council to initiate the amendment.
- Request Pierce County Executive to initiate the amendment.
- City/Town of _____ is initiating the amendment.

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed map amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you may be required to provide names, mailing addresses, and mailing labels for all property owners within the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: NW Section: 6 Township: 21N Range: 2E

Total Number of Parcels: 2 *The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 24.23

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF & MSF

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE

If within a city's or town's Urban Growth Area or Urban Service Area, identify the city or town: GIG HARBOR.

1. General Description of Proposal:

CHANGE THE LAND USE DESIGNATION FROM RESIDENTIAL TO
EMPLOYMENT CENTER (CE) FOR 2 PARCELS CONTAINING 24.23 ACRES.

2. Why is the land use reclassification needed and being proposed?

- ① POOR RESIDENTIAL ACCESS
- ② DIFFICULT TOPOGRAPHY
- ③ INCOMPATIBLE NEIGHBORING USES
- ④ NO MARKET FOR LAND AS RESIDENTIAL LAND

3. Describe the land uses surrounding the proposed amendment (residential, commercial, agricultural, etc.).

North: VACANT

South: CEMETARY

East: POWER LINE RIGHT-OF-WAY

West: BUSINESS PARK & STATE HIGHWAY

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: MEHL & STERNARD
Address: 10611 SE 29TH STREET
City/State/Zip: AUBURN, WA 98092-1923
Phone:

Tax Parcel Number: 02-21-06-2023
Lot Size: Acreage/Square Footage: 10.07 (From County Assessor Records or Tax Statement)
Current Use Code: 1101 (4 Digit Code From County Assessor Records or Tax Statement)
Site Address: 8502 SR 16

Location:
Range: 2 Township: 21 Section: 6 Quarter: NW

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE

Current Use of the Property (Describe what buildings/businesses are on the site):
AN OLD HOUSE

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

The site is currently served by a public water system ; well . (check one)

Water Purveyor: WASHINGTON WATER

The site is located on a public road ; private road . (check one)

Name of road: STATE ROUTE 16

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA
F:\WPFILES\LONG\2005AMEND\FORMS\AREAWIDE.APP

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: DON BUCHANAN
Address: 6519 27TH AVE NW
City/State/Zip: GIG HARBOR, WA 98335
Phone:

Tax Parcel Number: 02-21-06-2017
Lot Size: Acreage/Square Footage: 14.16 ACRES (From County Assessor Records or Tax Statement)
Current Use Code: 9100 (4 Digit Code From County Assessor Records or Tax Statement)
Site Address: 10852 SR 16

Location:
Range: 2 Township: 21 Section: 6 Quarter: NW

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): MSF

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE

Current Use of the Property (Describe what buildings/businesses are on the site):
VACANT

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

The site is currently served by a public water system ; well . (check one)

Water Purveyor: WASHINGTON WATER

The site is located on a public road ; private road . (check one)

Name of road: STATE ROUTE 16

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA

F:\WPFILES\LONG\2005\AMEND\FORMS\AREA WIDE.APP

Legal Description of Amendment Area

1. Parcel # 02-21-06-2-023

The east 484 feet of the south ½ of the southeast of the northwest of Section 6, Township 21 north, Range 2 east of the Willamette Meridian; except that portion condemned by City of Tacoma for power line right-of-way; also the east 484 feet of the north 300 feet of the northeast of the southwest; subject to easements of record.

2. Parcel # 02-21-06-2-017

The north ½ of the southeast of the northwest of Section 6, Township 21 north, Range 2 east of the Willamette Meridian; except that portion condemned by City of Tacoma for power line right-of-way; except the west 800 feet of the south 330 feet thereof; also the westerly 60 of the following described property: Extending from the north line thereof south to and including the existing access road to the State Highway of Carl E. Bartlett; the south ½ of the southeast of the northwest; except State Highway #14 and the north 300 feet of the northeast of the southwest lying easterly of State Highway #14; less access rights.



Pierce County Assessor-Treasurer
 electronic Property
 Information Profile (e-PIP)



Ken Madson
 Assessor-T


Pierce County Home Assessor-Treasurer Home Parcel Search Recorded Documents Permits
 Summary Taxes/Values Land Buildings Sales Map


Parcel Map for 0221062017


MAP#6


03/29/

Taxpayer Details	Property Details
Taxpayer Name: BUCHANAN DONALD A Mailing Address: BONNIE SCHICK 6519 27TH AVE NW GIG HARBOR WA 98335-1970	Parcel Number: 0221062017 Site Address: 10852XXX SR16 HWY W Account Type: Real Property Category: Land and Improvements Use Code: 9100-RES VACANT LAND

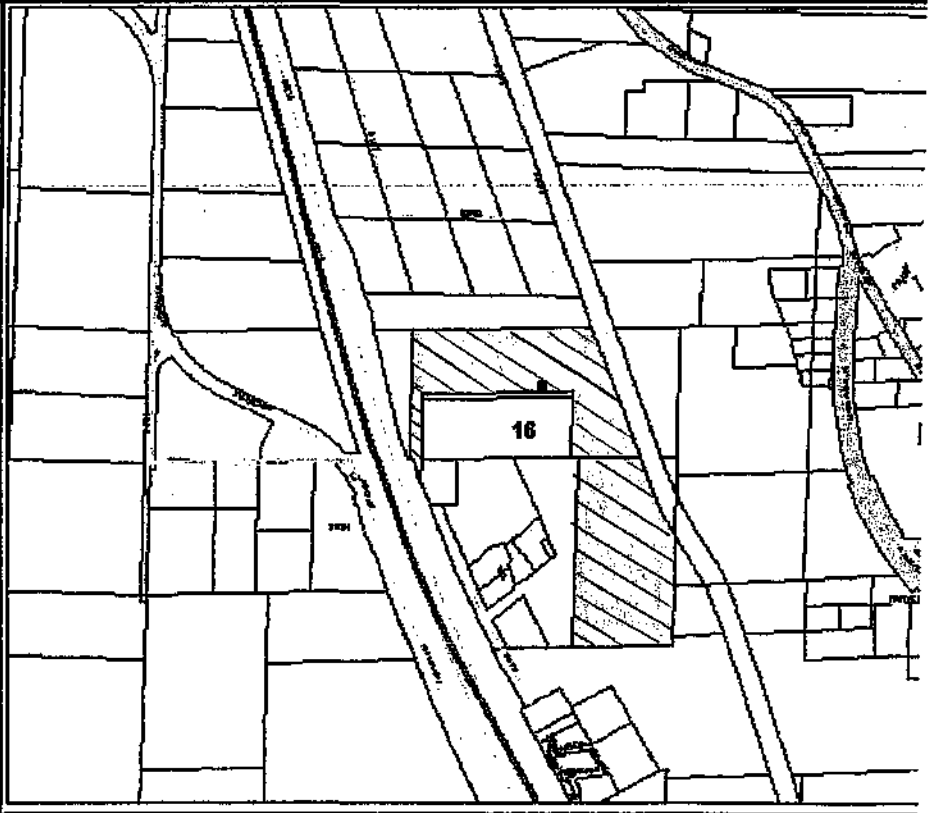
 Area Subject to Amendment

Zoom Level: 4 



N 

For additional mapping options, visit [Map Your Way](#)



I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individual commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or a person or entity who relies on any information obtained from this system, does so at their own risk. All critical information should be independently verified.

Cal S. Hobbs
 3-31-2004

Pierce County Assessor-Treasurer
 Ken Madson
 2401 South 35th St Room 142
 Tacoma, Washington 98409

HALSAN FREY, L.L.C.

Map #7
PIERCE COUNTY PLANNING
& LAND SERVICES

NOV 15 2004

November 12, 2004

PIERCE COUNTY

The Honorable John Ladenburg
Pierce County Executive
930 Tacoma Avenue South, #737
Tacoma, WA 98402

RECEIVED
CITY OF GIG HARBOR
NOV 29 2004
COMMUNITY
DEVELOPMENT

**RE: PROPOSED COMPREHENSIVE PLAN AMENDMENT
(WALT SMITH)**

Dear Mr. Ladenburg:

On behalf of Mr. Smith, we are asking you to initiate an Area-Wide Comprehensive Plan Amendment in the Gig Harbor area of unincorporated Pierce County. The property is currently designated for low density single family residential development, yet everyone agrees that the designation should be changed to allow for community employment type land uses.

In the old days, we would have asked Advance Planning to process this as a map correction. However, we've been told that it is no longer acceptable to process map correction amendments. In talking with the Advance Planning staff, we think that this particular amendment may be able to be lumped in with the technical amendments that go through each cycle. Once you understand the nature of the request, we think you too will see this as a fairly benign request.

Back in 1971 and 1972, Mr. Smith was granted approval of two Unclassified Use Permits to mine sand, gravel and other aggregates from 38.2 acres of property he owns in the Gig Harbor area. Over the ensuing 32 years, his total property ownership in this particular area has grown to over 66 acres. In 1994, a preliminary plat was approved by the Pierce County Hearing Examiner for the western and northern portions of the 66 acres. The property to be platted included much of the property that could have been mined pursuant to the old UP approvals.

When the GMA Comprehensive Plan was implemented in 1995, and again when it was updated through adoption of the Gig Harbor Community Plan, Mr. Smith's property was given three separate zones. The lower portion down by Burnham Drive was zoned commercial, the middle portion was zoned industrial and the upper portion was zoned residential. If you look at the enclosed map, the red portion is the commercially zoned property, the purple portion is the industrially zoned area and the yellow portion is the residentially zoned property. At the time the property was zoned, these divisions made sense since a plat had been approved for the yellow area, the purple area was being mined and the red area was planned for commercial uses. We were involved in the 1995 planning process and the Community Plan process on behalf of Mr. Smith

PO BOX 1447 * GIG HARBOR, WA * 98335
OFFICE: (253) 858-8820 FAX: (253) 858-9816
EMAIL: CARLHALSAN@HOTMAIL.COM

November 12, 2004

and thought the designations made sense as well. Subsequently, the division between the CE area and the SF area no longer make sense.


Since the UP approvals allowed mining to occur on the property that was also the subject of the plat approval, Mr. Smith had to decide if it made sense to mine the property first and then finish the plat. In the alternative, he could have chosen to not mine some of the allowed areas in order to create a topographic separation between the mining and the plat. This option had some merit since the mining could have been a nuisance to the future homeowners as could the future industrial/employment uses that would be developed on the site post-mining. In the end, he chose to blend the two choices into one.

In conjunction with Current Planning staff, we decided to only mine a portion of the UP approval area, and to shrink the size of the plat and the number of lots to be created. As part of the mutual effort by both sides, we also agreed to forego any mining rights on the portion of the property to be platted, and to install a solid board fence and vegetative buffer along the boundary between the plat and the CE zoned property. The fence and the portion of the buffer at the plat elevation were to be installed at the time of final plat, while the portion of the buffer along the slope would be done post-mining. In February of 2004, the plat was recorded and homes are now under construction.

This presents us with today's zoning problem. Because of the above compromise resolution, Mr. Smith has been left with about five (5) acres of property between the plat and the CE zoned property zoned SF (the cross-hatched area on the attached map). This is a problem because this area will be mined out down to the elevation of the rest of the mining area that will be developed post mining with industrial/employment type land uses. We don't think this area should be developed with homes at SF densities, and don't think anybody else does either. Alternatively, its designation should be changed to CE so that it can be developed in a manner consistent with the rest of the CE zoned property that is similarly situated. The fence and buffer will be in place to protect the two separate uses from each other, and the topographic separation that will exist post-mining will also create additional buffering.

We've discussed this proposed amendment with Advance Planning and Current Planning, and they both feel that it makes sense. We hope you will initiate the amendment as we've requested. If you have any questions, comments or concerns, please call me directly at 858-8820.

Sincerely,


Carl E. Halsan
Member

c: Chip Vincent, Advance Planning
Walt Smith, Property Owner

**2005 APPLICATION
FOR AREA-WIDE MAP AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN**

An Area-Wide Map Amendment is a proposed change or revision to the Comprehensive Plan Land Use Designations Map that affects an area which is either comprehensive in nature, deals with homogeneous communities, is geographically distinctive, or has a unified interest within the County, such as community plan areas. An Area-Wide Map Amendment, unlike a parcel or site-specific land use reclassification, is of area-wide significance and includes many separate properties under various ownerships. Single-parcel or single-ownership map changes do not meet the criteria for consideration as an Area-Wide Map Amendment.

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2005 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline to submit an application to the Council is 4:30 p.m., **December 1, 2004**. The deadline to submit an application to the Executive is 4:30 p.m., **November 15, 2004**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: WALT SMITH

Address: PO BOX 191

City/State/Zip Code: GIG HARBOR, WA 98335-0191

Phone: (253) 851-4696

Agent: CARL HALSAN

Address: PO BOX 1447

City/State/Zip Code: GIG HARBOR, WA 98335

Phone: (253) 858-8820

Initiation (check one):

- Request Pierce County Council to initiate the amendment.
 Request Pierce County Executive to initiate the amendment.
 City/Town of _____ is initiating the amendment.

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed map amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you may be required to provide names, mailing addresses, and mailing labels for all property owners within the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: SW Section: 25 Township: 22 Range: 1E

Total Number of Parcels: 1 *The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 19.84

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE

If within a city's or town's Urban Growth Area or Urban Service Area, identify the city or town: GIG HARBOR

1. General Description of Proposal:

CHANGE THE DESIGNATION OF THE REST OF THE MINING AREA FROM SF TO CE.

2. Why is the land use reclassification needed and being proposed?

NOW THAT THE PLAT HAS BEEN RECORDED, WE KNOW WHERE THE BOUNDARY IS BETWEEN THE RESIDENTIAL USES AND THE MINING / INDUSTRIAL USES; THE DESIGNATION SHOULD BE CHANGED ACCORDINGLY.

3. Describe the land uses surrounding the proposed amendment (residential, commercial, agricultural, etc.).

North: SINGLE FAMILY

South: SINGLE FAMILY

East: INDUSTRIAL / COMMERCIAL

West: SINGLE FAMILY

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: WALT & NORMA SMITH

Address: PO BOX 191

City/State/Zip: GIG HARBOR, WA 98335-0191

Phone: (253) 851-4696

Tax Parcel Number: 01-22-25-3070

Lot Size: Acreage/Square Footage: 19.84 ACRES (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Code From County Assessor Records or Tax Statement)

Site Address: 6002 112th ST NW

Location:

Range: 01 Township: 22 Section: 25 Quarter: SW

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): SF/CE

Desired Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): CE

Current Use of the Property (Describe what buildings/businesses are on the site):

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

The site is currently served by a public water system ; well . (check one)

Water Purveyor: WASHINGTON WATER

The site is located on a public road ; private road . (check one)

Name of road: 112th STREET NW

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA

PIERCE COUNTY ZONING
Gig Harbor Community Plan


2/20/96	Ord. #95-1455Z
5/01/98	Ord. #98-185
12/8/02	Ord. #2002-113a

Adopted by Pierce County Council, Ord. #95-77
Effective 7/2/96

PIERCE COUNTY ZONING
Gig Harbor Community Plan

MAP #7

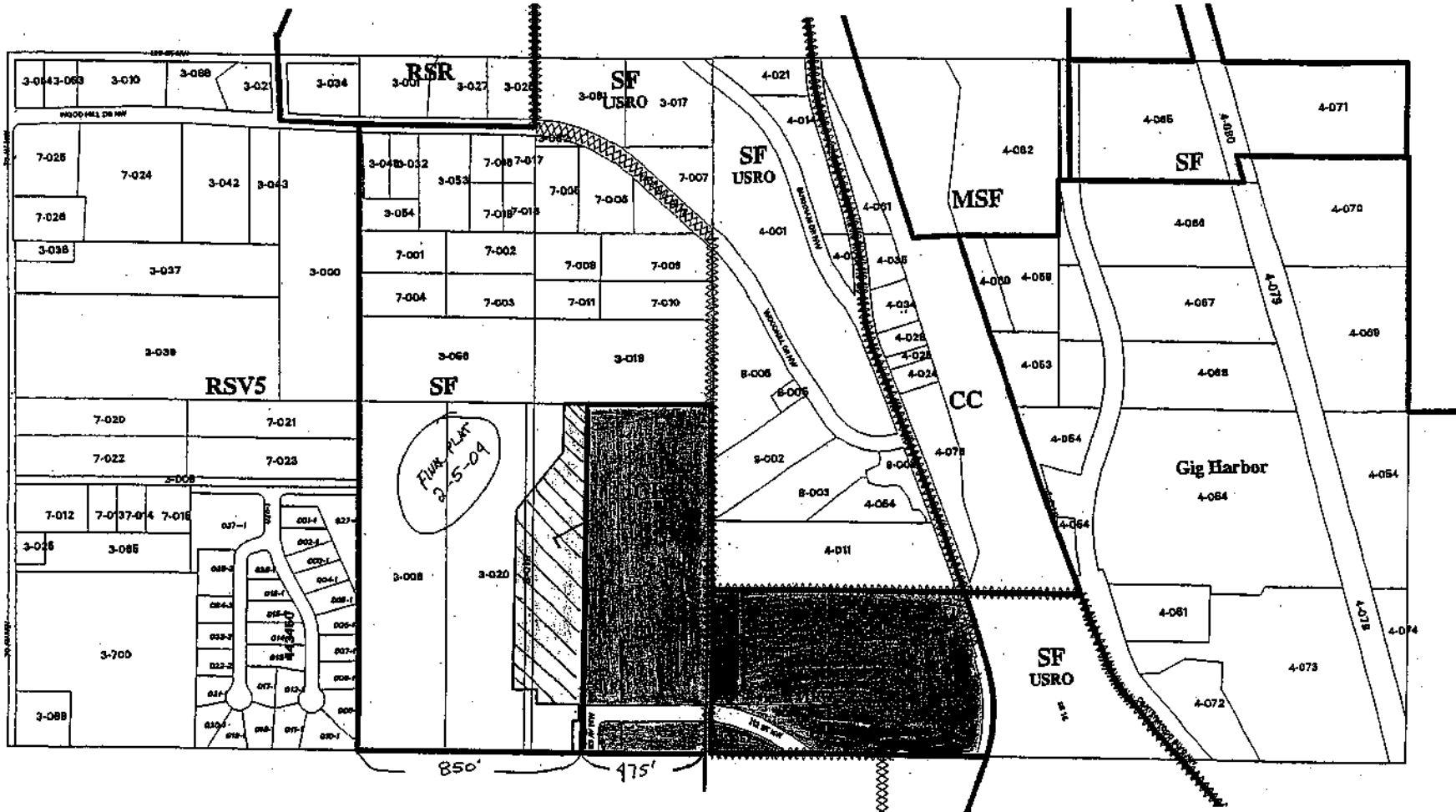
Area Subject to Amendment



2/20/96	Ord. #95-1455Z	
4/10/97	Ord. #96-157Z	CL
3/30/98	Ord. #98-4	CL
04/01/02	Ord. #2002-11a	CL

Adopted by Pierce County Council, Ord. #95-78
Effective 7/2/96

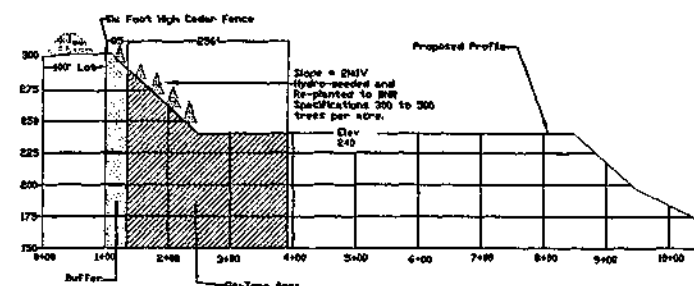
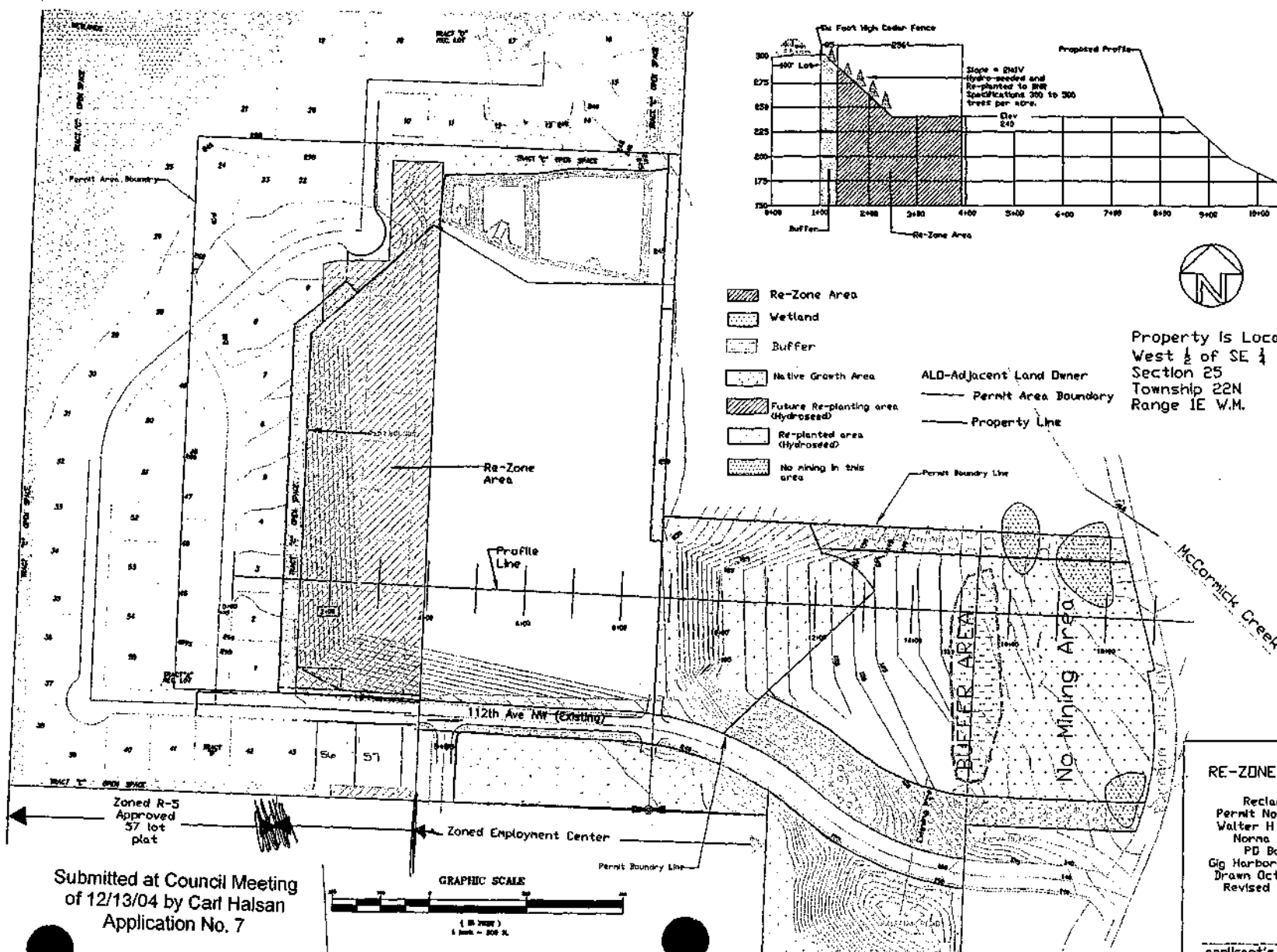
12/8/02 Ord. #2002-412a CL



Dept. of Planning & Land
Plot Date: November 25, 2002



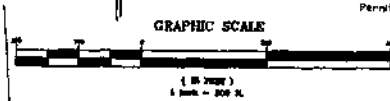
Dept. of Planning & Land Services
Plot Date: November 25, 2002



- Re-Zone Area
- Wetland
- Buffer
- Native Growth Area
- Future Re-planting area (Hydroseed)
- Re-planted area (Hydroseed)
- No mining in this area
- ALD-Adjacent Land Owner
- Permit Area Boundary
- Property Line

Property is Located In:
 West 1/2 of SE 1/4
 Section 25
 Township 22N
 Range 1E W.M.

Submitted at Council Meeting
 of 12/13/04 by Carl Halsan
 Application No. 7



RE-ZONE DRAWING

Reclamation
 Permit No. 70-010117
 Walter H Smith and
 Nonne K Smith
 PO Box 191
 Gig Harbor, WA 98335
 Drawn October 2002
 Revised Dec 2004

landmark's sign

Map 3-8

2005 APPLICATION
FOR AREA-WIDE MAP AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

RECEIVED
CITY OF GIG HARBOR
NOV 29 2004
COMMUNITY
DEVELOPMENT

An Area-Wide Map Amendment is a proposed change or revision to the Comprehensive Plan Land Use Designations Map that affects an area which is either comprehensive in nature, deals with homogeneous communities, is geographically distinctive, or has a unified interest within the County, such as community plan areas. An Area-Wide Map Amendment, unlike a parcel or site-specific land use reclassification, is of area-wide significance and includes many separate properties under various ownerships. Single-parcel or single-ownership map changes do not meet criteria for consideration as an Area-Wide Map Amendment.

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2005 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline to submit an application to the Council is 4:30 p.m., **December 1, 2004**. The deadline to submit an application to the Executive is 4:30 p.m. **November 15, 2004**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant:	John C. Dimmer	Tracy Rutt
Address:	1019 Pacific Ave, Ste. 916	3008 14 th Ave NW
City/State/Zip Code:	Tacoma, WA 98402	Gig Harbor, WA 98335
Phone:	(253) 272-3654	(253) 858-8242

Agent:	James H. Morton, Attorney
Address:	820 A Street, Ste. 600
City/State/Zip Code:	Tacoma, WA 98402
Phone:	(253) 627-8131

PIERCE COUNTY PLANNING
& LAND SERVICES

NOV 15 2004

PIERCE COUNTY

Initiation (check one):

- Request Pierce County Council to initiate the amendment.
- Request Pierce County Executive to initiate the amendment
- City/Town of _____ is initiating the amendment.

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed map amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you may be required to provide names, mailing addresses, and mailing labels for all property owners within the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: East 1/2 Lot 18 Section: 28 Township: 21 Range: 2 East

Total Number of Parcels: 4 *The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 17.85

Current Land Use Designation (see enclosed handout: "Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural 10

Desired Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural Neighborhood Center (RNC)

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural Center

If within a city's or town's Urban Growth Area or Urban Service Area, identify the city or town: No

1. General Description of Proposal: The construction of the new Narrows Bridge project has significantly impacted the property in the vicinity. The current land use controls should be modified to take into consideration the development of a new Narrows Bridge and associated impacts on the area. An overpass at 24th Street NW is the main off-ramp for the southern Gig Harbor Peninsula area. Tax parcel numbers 0221282009 and 0221282036 are already constructed as the Golf Park driving range. The present zoning is inappropriate for the applicants' parcels (totaling in excess of 17 acres) in light of the new bridge design, proximity to Highway 16, and historical commercial uses in the area. The RNC zoning designation would allow for low intensity, commercial use which is compatible and complimentary to the area.
2. Why is the land use reclassification needed and being proposed? The property abuts State Highway 16 near the Narrows Bridge which is being altered to accommodate a new bridge. Tax parcel numbers 0221282009 and 0221282036 are currently developed as Golf Park driving range and supporting amenities. This use cannot be realistically changed without a change in the zoning designation. Moreover, the adjacent tax parcel 0221282044 is vacant and cannot be developed suitably under present Rural 10 zoning.
3. Describe the land uses surrounding the proposed amendment (residential, commercial, agricultural, etc.): Residential uses are not suitable abutting Highway 16 and the surrounding commercial uses.

North: Commercial paint contractor, landscaping business, towing business

South: New 24th Street interchange

East: 14th Ave NW, then apartments, condos, single family residences and Cottesmore Nursing Home

West: State Highway 16

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: Firs Management, LLC
Address: 1019 Pacific Ave, Ste. 916
City/State/Zip: Tacoma, WA 98402
Phone: (253) 272-3654

Tax Parcel Number: 0221282044

Lot Size: Acreage/Square Footage: 192,535 sq ft or 4.42 acres (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Code County Assessor Records or Tax Statement)

Site Address: 2416 14th Ave NW, Gig Harbor, WA 3008 14th Ave NW, Gig Harbor, WA

Location:

Range: 2 East Township: 21 Section: 28 Quarter: East 1/2 Lot 18

Current Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): RNC

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural

Current Use of the Property (Describe what buildings/businesses are on the site): Vacant land intended for recreation or low intensity commercial use.

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic X (check one)

The site is currently served by a public water system X; well (check one)

Water Purveyor: Washington Water

The site is located on a public road X; private road (check one)

Name of road: 14th Ave NW (Reed Road)

Fire District #: 5 Name: Peninsula Fire District

School District #: 401 Name: Peninsula School District

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: Firs Management, LLC

Address: 1019 Pacific Ave, Ste. 916

City/State/Zip: Tacoma, WA 98402

Phone: (253) 272-3654

Tax Parcel Number: 0221282036

Lot Size: Acreage/Square Footage: 229,126 or 5.26 acres (From County Assessor Records or Tax Statement)

Current Use Code: 7300 (4 Digit Code County Assessor Records or Tax Statement)

Site Address: 2416 14th Ave NW, Gig Harbor, WA 3008 14th Ave NW, Gig Harbor, WA

Location:

Range: 2 East Township: 21 Section: 28 Quarter: East 1/2 Lot 18

Current Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): RNC

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural

Current Use of the Property (Describe what buildings/businesses are on the site): Golf Driving Range, miniature golf, chipping and putting greens and retail sales, commercial paint contractor. Vacant land for adjoining tax parcel 0221282044 intended for amusement or recreation or low intensity commercial use.

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic (check one)

The site is currently served by a public water system ; well (check one)

Water Purveyor: Washington Water

The site is located on a public road ; private road (check one)

Name of road: 14th Ave NW (Reed Road)

Fire District #: 5 Name: Peninsula Fire District

School District #: 401 Name: Peninsula School District

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: Firs Management, LLC
Address: 1019 Pacific Ave, Ste. 916
City/State/Zip: Tacoma, WA 98402
Phone: (253) 272-3654

Tax Parcel Number: 0221282009

Lot Size: Acreage/Square Footage: 319,295 sq ft or 7.33 acres (From County Assessor Records or Tax Statement)

Current Use Code: 7300 (4 Digit Code County Assessor Records or Tax Statement)

Site Address: 2416 14th Ave NW, Gig Harbor, WA 3008 14th Ave NW, Gig Harbor, WA

Location:

Range: 2 East Township: 21 Section: 28 Quarter: East 1/2 Lot 18

Current Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): RNC

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural

Current Use of the Property (Describe what buildings/businesses are on the site): Golf Driving Range, miniature golf, chipping and putting greens and retail sales, commercial paint contractor.

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer___; septic X (check one)

The site is currently served by a public water system X; well___ (check one)

Water Purveyor: Washington Water

The site is located on a public road X; private road___ (check one)

Name of road: 14th Ave NW (Reed Road)

Fire District #: 5 Name: Peninsula Fire District

School District #: 401 Name: Peninsula School District

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: Tracy Rutt
Address: 3008 14th Ave NW
City/State/Zip: Gig Harbor, WA 98335
Phone: (253) 858-8242

Tax Parcel Number: 0221282042

Lot Size: Acreage/Square Footage: 36,402 sq ft or .84 acres (From County Assessor Records or Tax Statement)

Current Use Code: 1101 (4 Digit Code County Assessor Records or Tax Statement)

Site Address: 2416 14th Ave NW, Gig Harbor, WA 3008 14th Ave NW, Gig Harbor, WA

Location:

Range: 2 East Township: 21 Section: 28 Quarter: East 1/2 Lot 18

Current Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): R-10

Desired Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): RNC

Desired Zone Classification to implement the Land Use Designation (see enclosed handout: Pierce County Comprehensive Plan Land Use Designations and Zone Classifications"): Rural

Current Use of the Property (Describe what buildings/businesses are on the site): Golf Driving Range, miniature golf, chipping and putting greens and retail sales, commercial paint contractor. Vacant land for adjoining tax parcel 02-2128-2-035 intended for amusement or recreation, or low intensity commercial.

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic X (check one)

The site is currently served by a public water system X; well (check one)

Water Purveyor: Washington Water

The site is located on a public road X; private road (check one)

Name of road: 14th Ave NW (Reed Road)

Fire District #: 5 Name: Peninsula Fire District

School District #: 401 Name: Peninsula School District

PIERCE COUNTY ZONING

Gig Harbor Community Plan

Date	Revision	By
5/01/96	Ord. #96-185	CL
12/09/02	Ord. #2002-113s	CL
Adopted by Pierce County Council, Ord. #85-78s Effective 7/21/95		

MAP #8



Area Subject to Amendment

Dept. of Planning & Land Services

Plot Date: November 25, 2002



QUARTER SECTION TOWNSHIP RANGE
NW28-21-02E

Morton McGoldrick

A PROFESSIONAL SERVICE CORPORATION
ATTORNEYS AT LAW

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Kenneth Fielding
(of Counsel)
*LL.M. (Taxation)

SENDER'S E-MAIL ADDRESS: jhmorton@bvmm.com

December 15, 2004

Mayor Gretchen Wilbert
3510 Grandview Street
Gig Harbor, Washington 98335

Re: Gig Harbor City Council Meeting December 13, 2004
Agenda Item - New Business #5

Dear Gretchen:

I do not want to be presumptuous but I thought it would be helpful if I suggested a content of a letter from you to Pierce County Commissioner Executive John Ladenburg that I believe fairly reflects the feeling of your Council after the issue was heard.

"Dear County Executive Ladenburg:

Thank you for letting the City of Gig Harbor give its opinion about requested landuse designation in Pierce County on the Gig Harbor Peninsula. In response to your letter requesting the City of Gig Harbor's thoughts about the application by John C. Dimmer and Tracy Rutt to have their property landuse designation be changed from Rural 10 to Rural Neighborhood Center, the City Council feels as follows. Although the Gig Harbor City Council noted that it has no jurisdiction over this particular area, they also noted that the construction of the new Narrows bridge has made a significant change to the landscape adjacent to the applicant's property and the removal by the Department of Transportation of the tree screen has generated issues of the physical appearances of the properties under their present use which had been previously screened. The Council feels that some other use of those properties might be more suitable to our community. The Council noted that they have no plans to expand their Urban Growth Area boundaries for reasons independent from the application in question."

RECEIVED
CITY OF GIG HARBOR
DEC 16 2004
COMMUNITY
DEVELOPMENT

Application No. 8

Ms. Wilbert
December 15, 2004
Page 2

“The Gig Harbor City Council would urge the County Executive to consider zoning that would permit alternative uses with more screening and revisit the alternatives with the GHPCP as to what landuse designation might help achieve the changes of use to something more consistent with the desires of the community, taking into consideration the recent developments created by the construction of a second Narrows bridge.”

Very truly yours,

James H. Morton

JHM:ab

cc: John P. Vodopich, Development Director
Ed Hoppen, City Manager



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, CITY ENGINEER *sm*
SUBJECT: PUBLIC HEARING AND RESOLUTION
- ACCEPTANCE OF A PORTION OF NORTH CREEK LANE AS A
PUBLIC STREET
DATE: JANUARY 10, 2005

INFORMATION/BACKGROUND

The North Creek Estates subdivision was approved by Pierce County prior to annexation into the City of Gig Harbor. Pierce County approved North Creek Estates with a private road access, which is North Creek Lane (or 76th Street N.W.).

On June 26, 2000, the North Creek Homeowner's Association (NCHA) filed a lawsuit against the City, alleging seven causes of action as well as damages against the City. With the exception of one claim (implied dedication), the Pierce County Superior Court dismissed all claims (and damages) in favor of the City.

In December, 2004, the City Council authorized the Mayor to execute a settlement agreement with the NCHA which proposed that the remaining claim (implied dedication) be addressed through the City Council's acceptance of a portion of North Creek Lane (or 76th Street N.W.), as a public street. This acceptance will address the portion of North Creek Lane that abuts North Creek Estates, to the full 60 foot dedicated width. The settlement agreement requires that each party pay its own attorneys' fees.

The Engineering Division has determined the existing street (North Creek Lane) does not conform to City Public Works Standards in regards to geometric cross section, pavement cross sectional construction, drainage conveyance and pedestrian facilities. Previously, two separate variances were approved by the City Engineer accepting the geometric cross section variances.

Currently, the street has several large areas of failed and settled pavement areas due to poor sub grade conditions. These failed areas along with the current overall condition of the street does not constitute a public safety hazard. The street condition will be monitored as part of the routine City street inspection program. The Engineering Division has previously prepared two construction cost estimates to improve the street to City standards. The cost estimate results were previously shared with the City Council.

Acceptance of a portion of North Creek Lane as a public street by City Council does not imply that the City will make any additional street improvements outside of the regular routine City maintenance program. Also, City acceptance of a portion of North Creek Lane does not constitute City acceptance of the off street storm drainage pond and conveyance facility. Ownership and maintenance of this facility will be by the North Creek Homeowners Association. Any reconstruction or improvement to North Creek

Lane would be considered as part of the annual update to the Six-Year Transportation Improvement Program and as part of the annual budgetary process.

After this hearing, the Council should deliberate on the issue whether a portion of North Creek Lane should be accepted as a public street. Once North Creek Lane is accepted as a public street, NCHA's attorneys are required to sign the Stipulation and Order of Dismissal with Prejudice. The Stipulation and Settlement Agreement will then be entered into the Court files and the case will be dismissed with prejudice.

The City Attorney has drafted the attached resolution accepting a portion of North Creek Lane as a public street.

RECOMMENDATION

The City Engineer recommends that the City Council hold a public hearing at this meeting, and then deliberate and approve the attached resolution in order to formalize the acceptance of a portion of North Creek Lane as a public street.

RESOLUTION NO. ___

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
ACCEPTING A PORTION OF NORTH CREEK LANE (OR 76TH STREET
N.W.) FOR PUBLIC OWNERSHIP AND MAINTENANCE).**

WHEREAS, the North Creek Estates subdivision was approved by Pierce County prior to annexation into the City of Gig Harbor; and

WHEREAS, Pierce County approved North Creek Estates with a private road access, which is North Creek Lane (or 76th Street N.W.); and

WHEREAS, On June 26, 2000, the North Creek Estates Homeowners filed a lawsuit against the City (Pierce County Superior Court Cause No. 00-2-09055-8); and

WHEREAS, in the lawsuit, the Homeowners alleged seven causes of action as well as damages against the City; and

WHEREAS, with the exception of one claim (implied dedication), the Pierce County Superior Court dismissed all damage and other claims in favor of the City; and

WHEREAS, in December, 2004, the City Council authorized the Mayor to execute a settlement agreement with the Homeowners, which proposed that the remaining claim be addressed through the City Council's acceptance of a portion of North Creek Lane as a public street; and

WHEREAS, on January 10, 2005, the City Council held a public hearing on the issue whether to accept a portion of North Creek Lane as a public street, and heard public testimony and received evidence on the matter; Now Therefore,

THE GIG HARBOR CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The Homeowners have warranted and represented that they have the authority to dedicate that portion of North Creek Lane abutting the North Creek Estates subdivision, as shown in Exhibit A (which is attached hereto and incorporated herein by this reference) to the City of Gig Harbor for public ownership and maintenance.

Section 2. The City Council hereby accepts the portion of North Creek Lane (or 76th Street N.W.) as highlighted on Exhibit A, attached hereto, which abuts the North Creek Estates subdivision, to the full 60 foot width, as a public street. Acceptance of this portion of North Creek Lane as a public street means that this portion of the Lane will be treated in the same manner as any other public street for purposes of maintenance, operation and repair.

PASSED by the City Council on the ____ day of January, 2005.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee, City Clerk
City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

Filed with City Clerk:
Passed by City Council:



Police Department

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF MIKE DAVIS
SUBJECT: DV VICTIM ADVOCACY INTERLOCAL AGREEMENT
DATE: JANUARY 10, 2004

INFORMATION/BACKGROUND

The Gig Harbor Police Department wishes to continue providing the services of a Domestic Violence (DV) Victim Advocate to the Gig Harbor community. This program is aimed at improving the overall effectiveness of investigations and subsequent prosecutions of domestic violence cases, as well as providing increased services to victims and potential victims of domestic violence. This interlocal agreement establishes a partnership with Pierce County which currently has in place a system to recruit, train and supervise DV advocates. The interlocal provides a shared DV advocate with Pierce County working out of the Gig Harbor Civic Center. The interlocal provides an arrangement where the city of Gig Harbor assumes the costs of a .5 FTE DV advocate, with Pierce County assuming the remaining costs of providing the on-site DV advocate and associated services.

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

FISCAL IMPACTS

The cost of a .5 FTE DV advocate is \$33,292.00 for Y2005. This cost has been approved and funded within the 2005 budget recently approved by the City Council.

RECOMMENDATION

I recommend that the City Council authorize the Mayor to approve the attached Victim Advocacy Interlocal Agreement.

**INTERLOCAL AGREEMENT
BETWEEN PIERCE COUNTY AND GIG HARBOR
VICTIM ADVOCACY - CRIMINAL JUSTICE PROGRAM**

THIS AGREEMENT is entered into by and between Pierce County, a political subdivision of the State of Washington (hereinafter the "COUNTY") and the City of Gig Harbor, a Washington municipal corporation (hereinafter the "CITY").

RECITALS

WHEREAS, the Pierce County Prosecutor's Office operates a victim advocacy program which provides the following services to a crime victim: court accompaniment, restitution determination, advocacy, referral, crisis intervention, interview support, safety planning and domestic violence education; and

WHEREAS, the CITY considers the victim advocacy program to be a valuable service to the community; and

WHEREAS, the COUNTY and the CITY may enter into interlocal agreements, pursuant to chapter 39.34 RCW; Now, Therefore,

The COUNTY and the CITY agree as follows:

TERMS

Section 1. Purpose. The purpose of this Agreement is to allow the COUNTY and the CITY to contact with each other, so that the COUNTY provides victim advocacy services to domestic violence victims in the CITY, and the CITY reimburses the COUNTY for such services.

Section 2. Definitions. For the purposes of this Agreement, the following definitions shall control:

A. "Domestic Violence Victims:" the Domestic Violence Victims who would receive services under this Agreement from the COUNTY are those persons who are referred to the COUNTY for Victim Advocate Services from the Gig Harbor Police Department or the Gig Harbor Municipal Court.

B. "Victim Advocate Services:" include: court accompaniment, restitution determination, advocacy, referral, crisis intervention, interview support, safety planning and domestic violence education. The type of services needed in any particular situation will be determined by the policies established by Justice Services in the Pierce County Prosecuting Attorney's Office and carried out by the criminal justice victim advocate.

Section 3. Services to be Provided by the COUNTY. The COUNTY Prosecutor's Office shall provide Victim Advocate Services to Domestic Violence Victims for the term established in this Agreement.

Section 4. CITY's Payment to COUNTY.

A. The CITY shall pay the COUNTY Thirty Three Thousand Two Hundred and Ninety-Two Dollars (\$33,292.00, hereinafter the "Annual Payment") for the Victim Advocate Services given to Domestic Violence Victims for the term established in this Agreement. The CITY shall submit payment to the COUNTY on or before January 31, 2005 for the initial term of the Agreement. If the Agreement is renewed, the CITY shall make payment to the COUNTY on January 31st for the term of the Agreement.

B. The COUNTY shall not increase the Annual Payment during any one-year Agreement term. If the COUNTY believes that an increase for a future term is warranted, the COUNTY must notify the CITY in writing at least ninety (90) days prior to November 1st prior to the term for which the COUNTY requests the increase.

Section 5. COUNTY's Hiring of Victim Advocate. The Victim Advocate providing the Victim Advocate Services shall be an employee of Pierce County. The CITY's payment under this Agreement shall cover the Victim Advocate's mileage, supervision, back-up, support staff and other administrative and office costs. The Victim Advocate shall have an office/computer/telephone at the County/City Building, and the CITY shall provide an office/telephone in the Gig Harbor Municipal Building during the hours that the Victim Advocate is providing services in the City of Gig Harbor.

The Victim Advocate shall maintain records to document the number of Domestic Violence Victims served pursuant to this Agreement, the type of services provided and the date of such services. These records shall be housed at the COUNTY, and shall be available for the CITY's review upon reasonable advance notice by the CITY, during regular working hours.

Section 6. Indemnification. The COUNTY shall indemnify, defend and hold harmless the CITY, its officers, officials, agents and employees, from and against any and all claims, actions and attorneys' fees in defense thereof, for injuries, sickness, or death of persons (including employees of the CITY), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the COUNTY's acts, errors or omissions with respect to the subject matter of this Agreement, or any act or omission of any agent retained by or contracted with by the COUNTY to provide services covered by this Agreement, provided, however, that:

A. The COUNTY's obligation to indemnify, defend and hold harmless the CITY, shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the actions or negligence of the CITY, its officers, officials, agents or employees; and

B. The COUNTY's obligation to indemnify, defend and hold harmless the CITY, for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the COUNTY or its officers, agents or employees and the CITY or its officers, officials, agents or employees, shall apply only to the extent that the actions or negligence of the COUNTY, its officers, agents or employees caused or contributed thereto; and

C. The COUNTY and the CITY each agree to defend, indemnify and hold the other party harmless for losses or injuries attributable to each party's own comparative negligence; and

D. It is further specifically and expressly understood that the indemnification provided herein constitutes the COUNTY's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties; and

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

Section 7. No Third Party Rights. The COUNTY and the CITY do not, by the execution of this Agreement, assume any contractual obligations to anyone other than the CITY and COUNTY. The COUNTY and CITY expressly eliminate any third-party beneficiary to this Agreement.

Section 8. Term of Agreement. The initial term of this Agreement shall be for twelve (12) months. Thereafter, the Agreement may be renewed by the parties by notifying the other on November 31st during the Agreement term. The initial term of this Agreement shall commence on January 1, 2005 and terminate on December 31, 2005.

Section 9. Relationship of Parties. The COUNTY and CITY agree that the Victim Advocate shall be an employee of the COUNTY, and receive COUNTY benefits and insurance as determined by the COUNTY. The COUNTY shall have all hiring and supervision responsibilities for the Victim Advocate. None of the benefits the City provides to its employees, such as compensation, insurance and unemployment insurance are available from the CITY to the Victim Advocate or any other COUNTY employee or agent. The COUNTY shall be solely and entirely responsible for its acts and the acts of its officers, employees, agents, and consultants/subconsultants during the term of this Agreement.

Section 10. Insurance. The COUNTY shall procure and maintain, for the duration of this Agreement, insurance (or self-insurance) for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by the COUNTY, its officers, employees, agents or consultants/subconsultants.

Section 11. Termination. The CITY may terminate this Agreement for any reason by providing the COUNTY with written notice at least ninety (90) days prior to the expiration date of the Agreement (which is December 31st annually).

Section 12. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses and phone numbers listed below. Unless otherwise specified, any written notice hereunder shall become effective on 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:

CITY OF GIG HARBOR

Michael Davis, Police Chief
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-2236

PIERCE COUNTY

Eileen O'Brien, Supervisor
Pierce County Prosecutor's Office
930 Tacoma Avenue S., Rm 946
Tacoma, WA 98402
(253) 798-6725

Section 13. Non-Waiver of Breach. The failure of either party 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 as a waiver of relinquishment of said covenant, agreement or option, and the same shall be and remain in full force and effect.

Section 14. Resolution of Disputes and Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator. If any dispute arises between the CITY and COUNTY which cannot be resolved by the City Administrator's determination in a reasonable time, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington, or the U.S. District Court, Western District of Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The nonprevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

Section 15. Modification. No waiver, modification or alteration 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 COUNTY.

Section 16. Entire Agreement. The written provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of the CITY or the COUNTY, 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.

Section 17. Effective Date. This Agreement shall be effective upon the latest of the following events: execution of the Agreement by the duly authorized representatives of the parties, and filing with the CITY Clerk and COUNTY Auditor.

IN WITNESS WHEREOF, the parties warrant that the persons signing this Agreement below have the authority to sign on behalf of the CITY or COUNTY, and have executed this Agreement on the dates below stated:

CITY OF GIG HARBOR

By: _____
Its Mayor

Date: _____

PIERCE COUNTY

By: *Maeda R. Lane*
Its *Pierce Co. Pros Attorney*

Date: *1-6-05*

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

CITY OF GIG HARBOR

By: _____
Its Mayor

Date: _____

PIERCE COUNTY


By: _____
Its _____

Date: _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:



Carol A. Morris, City Attorney



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEVE OSGUTHORPE, AICP *S.O.*
PLANNING & BUILDING MANAGER
SUBJECT: CONSIDERATION OF ORDINANCE EXTENDING BUILDING
SIZE MORATORIUM FOR AN ADDITIONAL 90-DAY PERIOD
DATE: JANUARY 10, 2005

INFORMATION/BACKGROUND

An ordinance adopting a 6-month building size moratorium in the height restriction area was adopted by the Council on July 12, 2004. It was subsequently amended through ordinances 968 & 979, but the 6-month time frame was not extended under the subsequent amendments. The moratorium is therefore scheduled to expire on January 12, 2005.

The attached draft ordinance would extend the moratorium an additional 90 days. The purpose of the extension would be to allow additional time to complete text amendments addressing the issues that prompted the City Council to impose the moratorium in the first place. During this 90-day time period, the staff would (a) work with the Community Development Committee to complete a draft of amendments addressing the issues that prompted the moratorium, (b) send the draft amendments to the State for the 60 day review period as required under RCW 36.70A.106, and (c) hold workshops and public hearings with the planning commission on the amendments. The amendments would be forwarded to the Planning Commission as Council-initiated text amendments. The Planning Commission would then review the amendments and make recommendations to the City Council, as with any other text amendment application.

The City has made substantial progress in addressing the issues of the moratorium during the time that the moratorium has been in place. Specifically, the Design Manual was recently amended, in part, to (a) impose additional height limits on non-residential structures within the historic district portion of the view basin, (b) limit the use of tall vegetation in addressing buffering issues in the view basin, and (c) eliminate the allowance for additional height on primary structures in the view basin. Additionally, the staff has been meeting with the Community Development Committee to determine what additional standards should be imposed to address the concerns expressed by citizens during the public meeting on the building size analysis prepared by Pertee Engineering.

The Committee determined that regulation of building size was important for purposes of preserving the architectural character of the view basin, but it was also determined that the public expressed as much concern over the loss of

views of the harbor. After considerable discussion, it was determined that regulation of building size should take into account (a) the type of development, (b) the size of the property, (c) the separation of structures to preserve view corridors, and (d) potential view blocking structures and vegetation that would negate the effect of setbacks intended to provide viewing corridors.

The type of development was determined to be relevant because it determines whether or not shoreline viewing/access opportunities are required. These can only be imposed under the Shoreline Master Program for non-residential or multi-family development and not for single-family development. Therefore, the only way to both protect architectural character and preserve views of the harbor with single-family development is to maximize view corridor opportunities from the street and to limit the types of objects and vegetation that can be placed in the side yards created for viewing purposes. Similar measures can be applied to non-residential or multi-family structures, but because the City can also impose viewing or shoreline access opportunities for these types of structures through shoreline regulations, the scale of structures may be the only outstanding issue for this type of development. Accordingly, the Community Development Committee agreed to have staff draft text amendments that would include mandatory limits pertaining to the coverage of single-family development and that would provide two options for non-residential and multifamily development.

Amendments pertaining to single-family development would include limiting the massing of single family structures to dimensions described in the Design Manual for basic structure units (BSU's) while allowing an additional 1000 square feet to the footprint size. Non-residential and multifamily development would be limited to either the same dimensions as single family residential structures or, alternatively, to a defined floor area ratio (FAR). Under the FAR option, the size of the structure would be based upon the size of the lot. For example, a 0.5 FAR for a 10,000 square foot lot would allow a structure up to 5,000 square feet.

Additional text amendments would include the following:

1. Impose a progressive side yard setback requirement that would get increasingly larger approaching the water's edge. The purpose of the progressive setback would be to mitigate the impacts that excessively deep structure have on view corridors between structures. Deep structures result in a narrow view angle beyond the structure. A progressive setback would require structures to step in as they step back.
2. Require a 20-foot separation between multiple non-residential or multi-family structures on a single lot with an unobstructed road-to-water view corridor between structures. This would avoid the loss of view corridors that occurs when structures are otherwise staggered or off-set from each other.
3. Impose limitations on fence heights and hedges in the view corridors.

- ✓
4. Impose limitations on vegetation types located in side yard setbacks for purposes of preserving viewing opportunities from the street. (This would be placed in a separate ordinance amending Chapter 17.72 pertaining to landscape requirements).
 5. Define Harborview and North Harborview Drives as waterfront view corridors. The above standards would then be imposed on all development located waterward of these defined corridors.
 6. Impose a 6500 square-foot limit in the DB (downtown business) district. This might be later amended, pending the results of the charette process budgeted for 2005.

The staff will complete a draft of the above changes and present it to the Council for discussion before forwarding it to the Planning Commission for review.

RECOMMENDATION

The staff recommends that the Council adopt the attached ordinance that would extend the moratorium for an additional 90-day period.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, CONTINUING AN EMERGENCY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW DEVELOPMENT OR CERTAIN TYPES OF RE-DEVELOPMENT IN THE CITY'S HEIGHT RESTRICTION AREA FOR A PERIOD OF 90 DAYS, AS THE MORATORIUM WAS ORIGINALLY IMPOSED UNDER ORDINANCE 965 AND AS LATER AMENDED UNDER ORDINANCES 968 AND 979.

WHEREAS, on July 12, 2004, the Gig Harbor City Council passed Ordinance No. 965, imposing an immediate moratorium on the acceptance of applications for new development or certain types of re-development within the height restriction area as shown on the official height restriction map; and

WHEREAS, Ordinance No. 965 defined the permit applications that were exempt from the moratorium; and

WHEREAS, on September 13, 2004, the City Council passed Ordinance No. 968, which adopted findings and conclusions supporting the continued maintenance of the moratorium; and

WHEREAS, Ordinance 968 included definitions of the permit applications that were exempt from the moratorium; and

WHEREAS, Ordinance 979 further defined the exempt permit applications, amending Ordinances 965 and 968; and

WHEREAS, the City has made substantial progress in addressing the issues of the moratorium during the time that the moratorium has been in place, including amendments to the City's Design Manual that, in part, (a) impose additional height limits on non-residential structures within the historic district

6

portion of the view basin, (b) limit the use of tall vegetation in addressing buffering issues in the view basin, and (c) eliminate the allowance for additional height on primary structures in the view basin. Additionally, the City's Community Development Committee has met regularly to determine what additional standards should be imposed to address the concerns expressed by citizens during the public meeting on the building size issue that were not addressed in the Design Manual update, and has directed the staff to complete the drafting of text amendments specified by the Committee; and

WHEREAS, an outline of the Community Development Committee's proposed amendments was presented to the City Council on January 10, 2004; and

WHEREAS, additional time is needed to both allow planning commission and public review of the proposed text amendments and also to allow a 60-day review of the amendments by State agencies pursuant to RCW 36.70A.106; and

WHEREAS, RCW 36.70A.390 allows the City to extend a moratorium for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal; and

WHEREAS, because the moratorium will expire on January 12, 2005, the City Council considered the issue whether the moratorium should be extended for an additional 90-day period during its regular Council meeting on January 10, 2005; Now, Therefore,

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

Section 1. Definitions. For the purpose of this Ordinance, the definitions in Ordinances 965, 968 and 979 apply.

Section 2. Purpose. The purpose of this moratorium is to allow the City adequate time to (a) notify the Department of Community, Trade and Economic Development pursuant to RCW 36.70A.106; (b) hold Planning Commission hearings on the text amendments addressing building size limitations in the height restriction district; (c) allow the City Council to consider the text amendments in either a public meeting or a public hearing, and determine whether or not to adopt such text amendments. The area affected by this moratorium (the height restriction district) is shown on a map attached hereto, identified as Exhibit A.

Section 3. Moratorium Extended. The City Council extends the moratorium that will expire on January 12, 2005, for a 90-day period, or until April 12, 2005. This moratorium applies to the acceptance of all non-exempt development permit applications as such applications are defined in Ordinances 965, 968 & 979. All such non-exempt applications shall be rejected and returned to the applicant.

Section 4. Duration of Moratorium. The moratorium imposed by this Ordinance shall commence on the date of adoption of this Ordinance. As long as the City holds a public hearing on the moratorium and adopts findings and conclusions in support of the moratorium (as contemplated by Section 5 herein), the moratorium shall not terminate until 92 days after the date of adoption (which is 90 days after the expiration of the original moratorium ordinance), or at the

time all of the tasks herein have been accomplished, whichever is sooner. The Council shall make the decision to terminate the moratorium by ordinance, and termination shall not otherwise be presumed to have occurred.

Section 5. Public Hearing on Moratorium. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this moratorium within sixty (60) days of adoption, or before March 11, 2005. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium and either justify its continued existence or cancel the moratorium.

Section 6. Work Plan. During the public hearing on the extension of the moratorium, the Council may consider whether a work plan should be developed to timely accomplish the Council's goals. The Council may consider the following:

<u>Deadline</u>	<u>Description</u>
January 24, 2005	Finalization of text amendment ordinance.
February 11, 2005	SEPA threshold decision on text amendment ordinance.
February 11, 2005	Transmittal of text amendment ordinance to DCTED.
March 3, 2005	Public hearing before the Planning Commission on text amendment ordinance
March 17, 2005	Recommendation of Planning Commission to City Council on text amendment ordinance
March 28, 2005	City Council consideration of text amendment ordinance
April 11, 2005	Final Council action on text amendment ordinance

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 8. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of non-exempt development applications, such applications could become vested, which would thwart the City's attempt to change the regulations and prevent the construction of new development under the old regulations. The moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of a flood of development applications to the City in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing vested rights, nor will it prohibit all development in the City, because those property owners with exempt applications/permit, those with previously obtained approvals for development may proceed with processing and construction.

Section 9. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 10. Effective Date. This Ordinance shall take effect and be in full force immediately upon passage, as set forth above, as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.12.130.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ____th day of _____, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

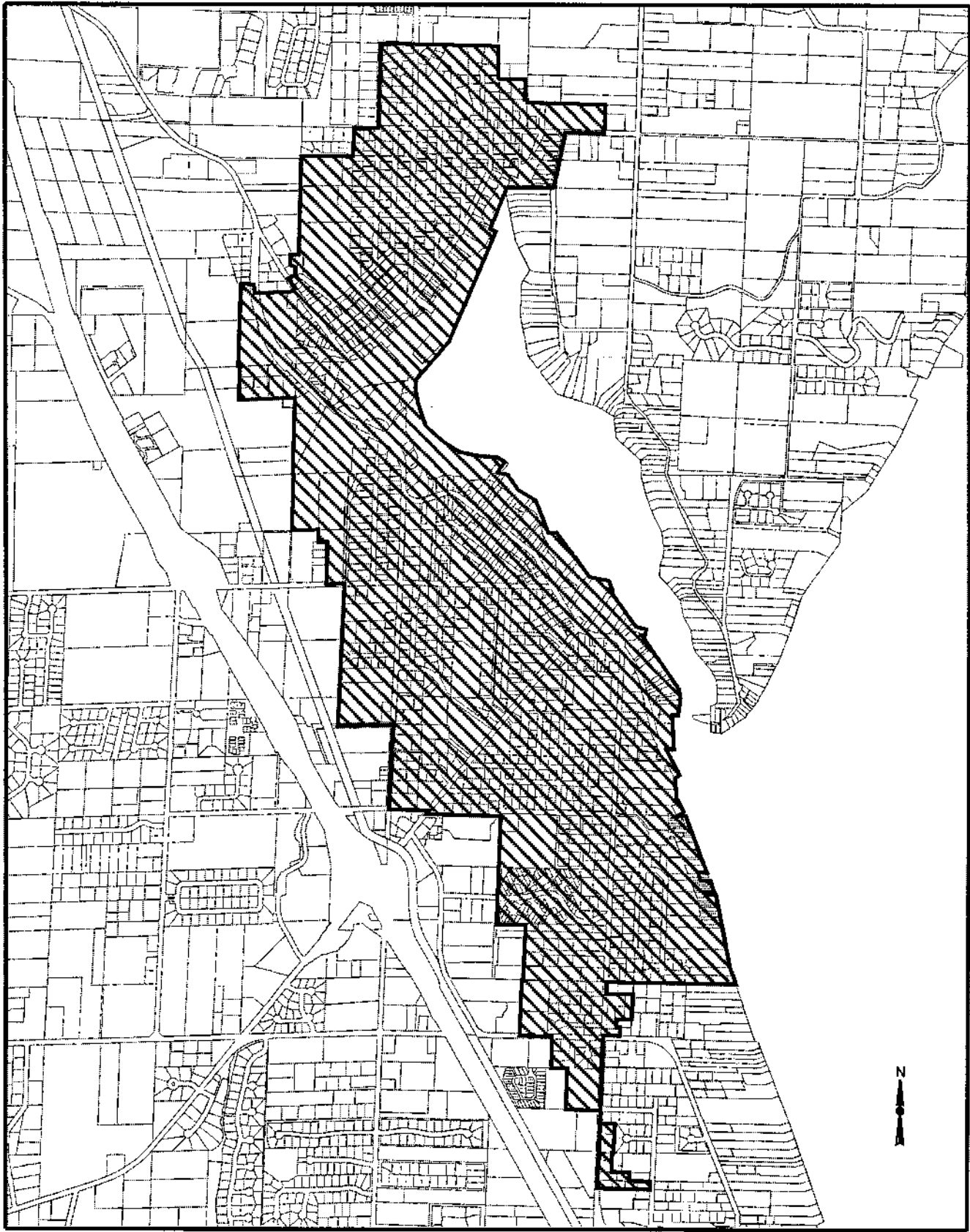
By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

FIRST READING:
DATE PASSED:
DATE OF PUBLICATION:
EFFECTIVE DATE:

Exhibit "A"



Height Restriction Area



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RECONSIDERATION OF R-1 DEVELOPMENTAL STANDARDS
DATE: JANUARY 10, 2005

INFORMATION/BACKGROUND

At the December 13, 2004 Council meeting, Ordinance No. 982 was adopted which, in part, revised the minimum lot size for short subdivisions, increased the density to 4 dwelling units per acre, and removed the provision for the Planned Residential Development in the Single-Family Residential R-1 zone. Staff was directed to bring this matter back to Council for reconsideration. The specific changes that were enacted are as follows:

Chapter 17.16

SINGLE-FAMILY RESIDENTIAL (R-1)

17.16.060 Development standards.

In an R-1 district, the minimum lot requirements are as follows:

- A. Minimum lot area per building site for short plats1 12,07,200 sq. ft.
B. Minimum lot width1 70'
C. Minimum front yard setback2 25'
D. Minimum rear yard setback 30'
E. Minimum side yard setback 8'
F. Maximum impervious lot coverage 40%
G. Minimum street frontage 20'
H. Maximum density3 3-4 dwelling units/acre

1A minimum lot area is not specified for subdivisions of five or more lots.

The minimum lot width shall be 0.7 percent of the lot area, in lineal feet.

2In the case of a corner lot, the owner of such lot may elect any property line abutting on a street as the front property line; provided, such choice does not impair corner vision clearance for vehicles and shall not be detrimental to adjacent properties as determined by the planning and public works directors. The other property line abutting a street shall be deemed the side property line. An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

3A maximum density of up to four dwelling units per acre may be permitted within a planned residential development, pursuant to Chapter 17.89 GHMC.

(Ord. 710 § 6, 1996; Ord. 573 § 2, 1990. Formerly 17.16.070).

RECOMMENDATION

Staff recommends no change to the currently adopted standards.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: COMPREHENSIVE PLAN UPDATE
CONSULTANT SERVICES CONTRACT AMENDMENT
DATE: JANUARY 10, 2005

INFORMATION/BACKGROUND

A 2004 Planning Budget Objective called for an update of the 1994 Comprehensive Plan: Update Comprehensive Plan. Complete comprehensive plan updates to include revised, annotated format: revise and update as required by State statute (RCW 36.70A.130 (4) (a). \$60,000 December

The Council approved a consultant services contract with AHBL Inc. for the Comprehensive Plan Update in an amount not to exceed sixty thousand dollars (\$60,000.00) on April 12, 2004. To date, approximately \$58,000.00 has been expended.

At the December 13, 2004 Council meeting, a revised comprehensive plan and certain amendments to the zoning ordinance were adopted. Proposed revisions to the critical area ordinance were deferred for further consideration. Council expressed interest in obtaining a city-wide wetlands inventory map. AHBL, Inc. and Adolfson Associates, Inc. have prepared a scope of work and budget to complete such a task.

FISCAL CONSIDERATIONS

Development of a wetland inventory was not anticipated in the 2005 Budget. Adequate funds do exist for this amendment at this time. However, a budget amendment may be necessary later in the year.

RECOMMENDATION

I recommend that Council authorize the amendment to the consultant services contract with AHBL Inc. for the Comprehensive Plan Update to provide for a wetland inventory in an amount not to exceed thirty-three thousand six-hundred and nine dollars (\$33,609.00).

**AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
AHBL, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated April 4, 2004, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and AHBL, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 316 Occidental Avenue South, Suite 320, Seattle, Washington 98104 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the update of the Critical Area regulations 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 April 4, 2004 (hereinafter the "Agreement"); and

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

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

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

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Thirty-three thousand six hundred nine dollars and zero cents (\$33,609.00). 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 5th day of January, 2005.

THE CITY OF GIG HARBOR

By: *Michael Kattermann*
~~Associate~~ Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
AHBL, Inc.
Attn: Michael Kattermann, AICP
316 Occidental Avenue S., Suite 320
Seattle, Washington 98104
(206) 267-2425

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A – SCOPE OF SERVICES

January 5, 2005

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

Project: Gig Harbor Comp Plan Update; Our File No.: 204129.30
Subject: Amended Scope for Services - Wetland Inventory

Dear John:

As you requested, AHBL is pleased to submit this additional scope of services for the wetland inventory and associated work. This proposal extends the prior scope of work for the update to the City's Comprehensive Plan and development regulations and is based on our discussions with you and our understanding of the City's needs for updating its Critical Areas Ordinance. This letter describes the tasks to be carried out by AHBL staff, which are primarily in support of the work by our subconsultant, Adolfson Associates, Inc. (Adolfson). Tasks to be conducted by Adolfson are detailed on the letter from Teresa Vanderburg, which is enclosed. The cost of each Adolfson task is shown on the attached Project Budget sheets. All Adolfson tasks are increased fifteen percent for contract administration by AHBL.

Our new scope of services is as follows:

1. Review documents and coordinate communication between Adolfson and the City.
2. Provide land use assistance in response to City Council and public comments on the wetland/stream inventory, scientific documentation, and amendments to the development regulations. This scope allows up to three (3) City Council meetings and one (1) City Council study session in 2005, and up to six (6) hours for written responses and documentation.
3. Wetland Inventory (Adolfson). Described in the letter from Teresa Vanderburg. Optional Subtask 1E in the Vanderburg letter is identified as a separate task in the billing summary below.
4. Meetings with City Council (Adolfson). This scope provides for three (3) meetings and one (1) study session with the City Council in 2005.

5. Amendments to BAS Memorandum/Code Revisions (Adolfson).
6. Response to Public Comment (Adolfson).
7. Revisions to Findings of Fact (Adolfson).
8. Optional stream classification (Adolfson)

Billing Summary Phase II:

<u>Item</u>	<u>Description</u>	<u>Task No.</u>	<u>Amount</u>
Items 1-2	Land Use and Process Assistance (AHBL)	T-38	\$4,100
Items 3-7	Adolfson Tasks	T-39	<u>27,495</u>
Subtotal			\$31,595
Item 8	Optional Stream Classification (Adolfson)	T-60	<u>2,014</u>
GRAND TOTAL			\$33,609

The proposal amount includes all reimbursable expenses. Additional fees would only be based on a change in the scope of work. The task numbers on the invoice will correlate with this proposal.

Some of the tasks listed are influenced by factors outside of our control. Based on our experience, we have estimated the number of hours required to complete these tasks. During the course of the project, if it is determined that more hours are required to complete any of these tasks, due to circumstances outside of our control, we will notify you immediately. We will not perform additional work until we have your written authorization. The task numbers on the invoice will correlate with this scope of work.

This scope of work does not include any work associated with the following services:

- a) Additional SEPA documentation or analysis.
- b) Field survey or delineation of critical areas.
- c) GIS or land use analysis of critical areas standards.
- d) Mapping of wildlife habitat or other critical areas, apart from wetlands and streams for which documentation is currently available.

AHBL appreciates this opportunity to assist the City of Gig Harbor with this project. Please review this scope of work and let me know if you have any questions or need additional information. If this scope of work meets with your approval, we are prepared to execute an addendum to our existing contract and proceed with the project.

Thank you again for this opportunity to assist you with this project. If you have any questions, please call me at (206) 267-2425.

Sincerely,

Michael D. Kattermann, AICP
Associate

MDK/lak

Enclosures

c: Teresa Vanderburg, Adolfson Associates, Inc. w/enclosures
Len Zickler, AHBL w/enclosures
Owen Dennison, AHBL w/enclosures
Accounting

V:\Planning\Yr_2004\204129\129pro wetland inventory-wp.doc
129pro050105.doc

EXHIBIT A – SCOPE OF SERVICES

January 3, 2005

Owen Dennison
AHBL, Inc.
316 Occidental Avenue South,
Suite 320
Seattle, WA 98104-4421

Subject: City of Gig Harbor Wetland Inventory & Critical Area Ordinance Support

Dear Owen:

Adolfson Associates, Inc. (Adolfson) is pleased to present this scope and budget to amend our existing subconsultant's agreement with you for additional services in support of the City of Gig Harbor's critical areas ordinance (CAO) update. This proposal includes conducting an inventory of existing wetlands in the City of Gig Harbor and its UGA and continuing services in support of the CAO. On December 13, 2004, the City Council decided that the preparation of a recent wetland inventory should be considered before the amendments to the CAO were adopted. This scope has been prepared in response to a request by the City of Gig Harbor.

The following scope of work focuses on a wetland inventory for the City Urban Growth Area (UGA), which is approximately 6,661 acres. An optional stream classification task is available to classify existing streams in the City using existing information. The scope of work also includes attendance at three City Council meetings, amendments to the BAS memorandum and wetland regulations, limited response to public comment, and revisions to the Findings of Fact. Our tasks are outlined below:

Task 1 – Wetland Inventory

Subtask 1A – Compile Existing Information. Adolfson will collect existing information on wetlands and streams from the City. This information includes the City's existing wetland area and stream maps, aerial photos, and topographical information. This will be supplemented with other information, such as GIS datasets depicting National Wetland Inventory, Pierce County wetland inventory, Soil Survey maps, and Priority Habitats and Species (PHS) data as applicable. Parcels identified to contain significant wetlands, streams, or documented PHS habitat will be noted for field reconnaissance. This task assumes that the City will compile and provide pertinent information from any historical permit files from the Department of Planning and Community Development that relate to areas with significant wetlands.

Mr. John Vodopich
January 5, 2005

ENCLOSURE 1
Page 8 of 14

Subtask 1B – Conduct Limited Field Inventory. Once existing information has been compiled and reviewed, Adolfson's team will conduct three days of field reconnaissance to ground-truth the approximate size, condition, and classification of inventoried wetlands that occur on public rights-of-way or on lands where access rights are granted. Various wetland functions will be evaluated including hydrology, water quality, and wildlife habitat. A data sheet will be developed to record this information in a consistent and accurate manner and to be included in a technical memorandum. This is a limited field inventory and therefore only a limited number of wetlands in the City UGA will be verified in the field; information on private properties without access will not be collected. In addition, some wetlands may be grouped by type, size, or function to facilitate characterization. Photographs of representative wetlands will be taken, but not all wetlands in the City will be photographed. We assume that the City will obtain all rights of entry to private properties prior to commencing fieldwork.

Subtask 1C – Update Existing Inventory Maps. Using data from the field, GIS maps depicting locations and extent of probable wetland areas and streams will be prepared. GIS maps will identify wetlands by estimated class where possible. The streams map will not identify the streams by class (see Subtask 1E – optional Stream Classification). These maps will be in a GIS format using ArcView and presented to the City for review in both hard copy and digital format. Adolfson will provide maps in .pdf file format.

Subtask 1D – Prepare Technical Memorandum. Adolfson will prepare a brief written technical memorandum to document the location, approximate size, classification, notable functions, and condition for the wetlands identified in the City. This report would include a matrix of wetland information that would be linked with GIS data layers developed by Adolfson. The memorandum will include a characterization of wetland types found in the City UGA and will reference the field data sheets to be provided as an appendix.

Subtask 1E (Optional) – Stream Classification. Adolfson will estimate classifications of inventoried streams in the City limits based on existing stream information. The stream map would include classifications and a table matrix of information that would be linked with the GIS layers by Adolfson. This task does not include field of verification of streams except when associated with the wetland inventory.

Task 2 – Meetings with City Council

This scope allows for preparation and participation in up to four (4) meetings, one of which is a work-study session, with the City Council in 2005. The scope anticipates limited preparation for meetings and minor follow-up. Should staff request follow-up work items, these will be on a time and expense basis with prior approval of staff. Meeting attendance beyond the three meetings would require an amendment to this scope of services.

Task 3 – Amendments to BAS Memorandum / Code Revisions

As a result of the wetland inventory, minor amendments to the BAS memorandum may be necessary. This scope anticipates an additional section to be added to the memo regarding existing wetlands and streams in the City or an additional memo prepared documenting the results of the wetland inventory. In addition, the BAS memorandum may need to be updated to include current scientific information such as the finalization of guidance documents from the Washington State Department of Ecology scheduled to occur in January 2005. Task 3 also includes one round of minor revisions to the code in response to City Council decisions or staff planning recommendations.

Task 4 – Response to Public Comment

Adolfson will provide written response to public comments limited to the extent of our budget in Task 4. We assume that the City Council may require written response to some of the public comments during its deliberations. Adolfson will provide response in a letter format addressed to AHBL for submittal to the planning staff and Council.

Task 5 - Revisions to Findings of Fact

As a result of the wetland inventory, limited revisions to the Findings of Fact document may be necessary. Task 5 includes time to revise the Findings of Fact in preparation for adoption of the updated CAO.

The total estimated cost of this proposal is **\$25,660**, including all tasks and optional tasks. Adolfson anticipates that this work would be complete within the year 2005. We can begin work on the wetland inventory task immediately and complete this within one month of our notice to proceed. Thank you for the opportunity to provide this scope of work. Please feel free to contact me at 206-789-9658 with any questions.

Sincerely,

ADOLFSON ASSOCIATES, INC.

Teresa Vanderburg, PWS
Director of Natural Sciences

AHBL: 129Enc-1-050105.doc

Mr. John Vodopich
January 5, 2005

ENCLOSURE

Adolfson Associates Inc
Project Budget

Project No.:
Project Title: Gig Harbor Wetland Inventory & CAO Support
Client: City of Gig Harbor
Budget Total:
Budget Version: version 3 **Date Prepared:** 01/04/05

Task No.: 1 **WETLAND INVENTORY**
Subtask No.: 1A **Compile Existing Information**

Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	1.00	\$130.00		
Senior Scientist	\$84.00	2.00	\$168.00		
Project Scientist	\$76.25	10.00	\$762.50		
Staff Scientist	\$54.75	8.00	\$438.00		
Graphics/GIS Specialist	\$80.00	4.00	\$320.00		
Admin Assistance	\$63.00	1.00	\$63.00	\$1,881.50	
Reimbursables					
Other			\$0.00		
Subtotal Reimbursable			\$0.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$0.00	
Subtotal Subtask 1A					\$1,881.50

Subtask No.: 1B **Conduct Field Inventory/Wetland Classification**

Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	2.00	\$260.00		
Senior Scientist	\$84.00	9.00	\$756.00		
Project Scientist	\$76.25	30.00	\$2,287.50		
Staff Scientist	\$54.75	30.00	\$1,642.50		
Admin Assistance	\$63.00		\$0.00	\$4,946.00	
Reimbursables					
Mileage	\$0.3750	800.00	\$300.00		
Camera	\$25.00	1.00	\$25.00		
GPS	\$25.00	1 day	\$25.00		
Other			\$0.00		
Subtotal Reimbursable			\$350.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$350.00	
Subtotal Subtask 1B					\$5,296.00

Subtask No.: 1C		Create Inventory Maps			
Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	1.00	\$130.00		
Senior Scientist	\$84.00	4.00	\$336.00		
Project Scientist	\$76.25	6.00	\$457.50		
Graphics/GIS Specialist	\$80.00	30.00	\$2,400.00		
Admin Assistance	\$63.00	0.00	\$0.00	\$3,323.50	
Reimbursables					
	Rate	Units	Total		
Color copies			\$75.00		
Subtotal Reimbursable			\$75.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$75.00	
Subtotal Subtask 1C					\$3,398.50

Subtask No.: 1D		Prepare Technical Memorandum			
Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	1.00	\$130.00		
Senior Scientist	\$84.00	2.00	\$168.00		
Project Scientist	\$76.25	16.00	\$1,220.00		
Staff Scientist	\$54.75	8.00	\$438.00		
Graphics/GIS Specialist	\$80.00	4.00	\$320.00		
Admin Assistance	\$63.00	2.00	\$126.00	\$2,402.00	
Reimbursables					
	Rate	Units	Total		
Copies	\$50.00	2.00	\$100.00		
Other			\$0.00		
Subtotal Reimbursable			\$100.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$100.00	
Subtotal Subtask 1D					\$2,502.00

Subtask No.: 1E		Stream Classification (optional)			
Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	1.00	\$130.00		
Senior Scientist	\$84.00	4.00	\$336.00		
Project Scientist	\$76.25	12.00	\$915.00		
Graphics/GIS Specialist	\$80.00	4.00	\$320.00		
Admin Assistance	\$63.00		\$0.00	\$1,701.00	
Reimbursables					
	Rate	Units	Total		
Copies	\$50.00	1.00	\$50.00		
Other			\$0.00		
Subtotal Reimbursable			\$50.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$50.00	
Subtotal Subtask 1E					\$1,751.00

Subtotal TASK 1:	\$14,829.00
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Task No. 2		ADDITIONAL CITY COUNCIL MEETINGS (4)				
Staff	Rate	Hours	Total	Subtotal	Total	
Principal	\$130.00	32.00	\$4,160.00			
Senior Scientist	\$84.00		\$0.00			
Project Scientist	\$76.25	12.00	\$915.00			
Admin Assistance	\$63.00	2.00	\$126.00	\$5,201.00		
Reimbursables						
Mileage	\$0.3750	600.00	\$225.00			
Copies	\$50.00	0.50	\$25.00			
Other			\$0.00			
Other			\$0.00			
Subtotal Reimbursable			\$250.00			
Markup on Reimbursables		0%	\$0.00			
Total Reimbursables				\$250.00		
Subtotal Task 2					\$5,451.00	

Task No. 3		AMENDMENTS TO BAS TECH MEMO / CODE REVISIONS				
Staff	Rate	Hours	Total	Subtotal	Total	
Principal	\$130.00	2.00	\$260.00			
Senior Scientist	\$84.00	6.00	\$504.00			
Project Scientist	\$76.25	10.00	\$762.50			
Staff Scientist	\$54.75	0.00	\$0.00			
Admin Assistance	\$63.00	0.00	\$0.00	\$1,526.50		
Reimbursables						
Copies	\$50.00	1.00	\$50.00			
Other			\$0.00			
Subtotal Reimbursable			\$50.00			
Markup on Reimbursables		0%	\$0.00			
Total Reimbursables				\$50.00		
Subtotal Task 3					\$1,576.50	

Task No. 4		RESPONSE TO PUBLIC COMMENT				
Staff	Rate	Hours	Total	Subtotal	Total	
Principal	\$130.00	8.00	\$1,040.00			
Senior Scientist	\$84.00	8.00	\$672.00			
Project Scientist	\$76.25	10.00	\$762.50			
Admin Assistance	\$63.00		\$0.00	\$2,474.50		
Reimbursables						
Other			\$0.00			
Subtotal Reimbursable			\$0.00			
Markup on Reimbursables		0%	\$0.00			
Total Reimbursables				\$0.00		
Subtotal Task 4					\$2,474.50	

Task No. 5		REVISIONS TO FINDINGS OF FACT			
Staff	Rate	Hours	Total	Subtotal	Total
Principal	\$130.00	4.00	\$520.00		
Senior Scientist	\$84.00	6.00	\$504.00		
Project Scientist	\$76.25	4.00	\$305.00		
Admin Assistance	\$63.00		\$0.00	\$1,329.00	
<hr/>					
Reimbursables	Rate	Units	Total		
Other			\$0.00		
Subtotal Reimbursable			\$0.00		
Markup on Reimbursables		0%	\$0.00		
Total Reimbursables				\$0.00	
Subtotal Task 5					\$1,329.00
<hr/>					
Project Budget Total					\$25,660.00



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DICK J. BOWER, CBO *DB*
BUILDING OFFICIAL/FIRE MARSHAL
SUBJECT: RESOLUTION - CONSTRUCTION AND FIRE CODE PERMIT FEE
DATE: JANUARY 10, 2005

INFORMATION/BACKGROUND

In July, 2004, the State Building Code was revised to include the 2003 editions of the International Building, Residential, Fire, Mechanical, Fuel Gas Codes and the Uniform Plumbing Code. Unlike previous codes, these do not include fee schedules. Rather, the development and adoption of fee schedules has been left to the local jurisdictions. The schedules presented for your consideration are based on those used under the previously adopted codes. A modest 16% increase, equal to the consumer price index compounded annually since the last fee schedules were adopted, has been included to provide fees that more accurately reflect the expense of the building safety and fire prevention programs. This increase is commensurate with increases approved by many other jurisdictions statewide.

The resolution also contains a Table of Square Foot Construction Costs to assist in determining permit fees. In the past, this table which is published by the International Code Council in Building Standards Magazine, was referenced in the building code adoption ordinance. At the request of the Building Code Advisory Board, the table has been included in the resolution to provide more complete and accurate permit cost information to applicants.

POLICY CONSIDERATIONS

The proposed fees will allow the City to better recoup the costs of providing services. In developing these schedules, the actual cost of providing services was studied. It was determined that establishing fees that would provide for 100% cost recovery in all cases would result in significant increases across the board and would negatively impact the City's construction industry. Therefore, a more modest increase based on an accepted economic indicator is proposed that provides an incremental step toward cost recovery and is commensurate with fees established in other jurisdictions in our region. Fees may be reassessed periodically providing an opportunity to move further toward a cost recovery basis.

FISCAL CONSIDERATIONS

Adoption of the proposed fee schedules will provide a modest increase in revenues from Construction and Fire Code operational permit fees. The cost of administering this program has been anticipated in the 2005 budget.

RECOMMENDATION

On November 30, 2004 the City's Building Code Advisory Board convened to consider this resolution. It was unanimously recommended by the Board that the proposed fee schedules be approved by the Council. Staff agrees with the Board in recommending the council adopt the resolution as presented.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
AMENDING THE FEES FOR BUILDING, GRADING, PLUMBING,
MECHANICAL, FUEL GAS, AND FIRE PROTECTION SYSTEM PERMITS;
FIRE CODE OPERATIONAL PERMITS AND ADDITIONAL BUILDING
CONSTRUCTION RELATED SERVICES, AS LAST ESTABLISHED IN
RESOLUTION NO. 512; AND ESTABLISHING SQUARE FOOT
VALUATIONS FOR BUILDING CONSTRUCTION PROJECTS FOR THE
PURPOSE OF DETERMINING PERMIT FEES**

WHEREAS, Gig Harbor Municipal Code Section 3.40.010 requires the City Council to establish fee schedules for planning and building permit applications and permits, engineering plan review fees and construction fees by resolution; and

WHEREAS, GHMC Section 3.40.010 contemplates that the City will revise such fee schedules periodically; and

WHEREAS, the City Council last established such fee schedules in March of 1998 in Resolution No. 512; and

WHEREAS, since the passage of the most recent fee schedule in Resolution No. 512, the city adopted the 2003 ed. International Building, Fire, Mechanical and Fuel Gas codes and the 2003 ed. Uniform Plumbing Code; and

WHEREAS, unlike previous codes comprising the State Building Code, these codes do not contain fee tables; and,

WHEREAS, the proposed fee schedules in Exhibit A to this Resolution have been calculated as required by law to be consistent with the application of the recently adopted codes; and,

WHEREAS, the proposed fee schedule adjustments are deemed necessary to ensure that the City's administrative costs of permitting are paid by permit applicants; and

WHEREAS, the fees in Resolution 512 relate to planning, land use and engineering fees, in addition to fees for Building Code permits, and this Resolution is not intended to affect those planning, land use and engineering fees;

NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Resolution No. 512, Exhibit A, section G (Special Inspections and

Permits) is superceded or repealed by this Resolution.

Section 2. The City Council hereby adopts the fee schedule in Exhibit A, attached hereto, which is hereby incorporated herein by reference. Resolution 512 and Exhibit A, Sections A through F are not affected by this Resolution and shall be in full force and effect.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee, City Clerk
City Clerk

Approved as to form:

Carol A. Morris, City Attorney

Filed with City Clerk:
Passed by City Council:

Exhibit "A"

**CITY OF GIG HARBOR
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING AND BUILDING SERVICES FEE
SCHEDULE**

A. LAND USE DEVELOPMENT APPLICATION FEE

1) Amendment to Comprehensive Plan

Land Use Map Designation	\$750
Urban Growth Area Adjust	\$750
Text	\$400
Land Use Map change + text	\$1,000

2) Amendments to Zoning Code

Zoning District Boundary	\$425
Text	\$275
Boundary change + text	\$650

3) Conditional Use Permit	\$450
Associated with Site Plan Review if site plan fee is \$400 or greater	\$50

4) Variance	\$450
Associated with Site Plan Review if site plan fee is \$400 or greater	\$50

Administrative Variance No Charge

5) Planned Residential District (Exclusive of Subdivision fees)	\$75
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6) Planned Unit Development (Exclusive of subdivision fees)	\$150
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7) Site Plan/Binding Site Plan Review	
Administrative Review	\$75
Base Fee	\$325

8) Design Review

Basic Application Fee

0 - 10,000 sq. ft. commercial floor area (CFA)	\$75/each 1000 sq. ft.
10,001-20,000 sq. ft. CFA	\$100/each 1000 sq. ft.
>20,000 sq. ft. CFA	\$125/each 1000 sq. ft.
Multifamily (3 or more attached dwelling units)	\$200 + \$25/dwelling unit

Request for Review before the Design Review Board

No charge for first meeting on a specific site plan project
\$150 for each subsequent request on a specific site plan project +\$30 for each general requirement under review by the DRB as requested under the DRB checklist

9) Land Clearing/Erosion Control

Permit	\$100
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9) 10) Subdivisions

Preliminary Plat	\$600 + \$25 per lot
Final Plat	\$50 per lot
Replats	\$225
<u>Plat</u> Amendments	\$150

10) 11) Short Subdivisions

Summary Action	\$375
Plat Amendment	\$75
Boundary Line Adjustment	\$30

11) 12) Shoreline Management Permits

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

< \$10,000	\$100
> \$10,000 < \$100,000	\$350
> \$100,000 < \$500,000	\$700
> \$500,000 < \$1,000,000	\$1,200
> \$1,000,000	\$1,700

Variance (w/o SDP)	\$400
Variance with SDP	\$75
Conditional Use (w/o SDP)	\$400
Conditional Use with SDP	\$75
Revision	\$150
Request for Exemption	\$15

12) 13) Wetlands/Critical Areas Analysis

Steep Slopes/Erosion Hazard	\$30
Critical Habitat	\$35
Wetlands Preliminary Site Investigation	\$50
Wetlands Report Review	\$75

13) 14) Appeals

To the Hearing Examiner:	
Administrative Variance	\$245
Administrative Decision	\$130
To the Building Code Advisory Board:	\$250

14) 15) Appeals to City Council

Appeal of Hearing Examiner Decision:	\$120
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15) 16) Sign Permits

All signs less than 25 sq. ft.	\$20
Change of Sign, all sizes	\$20
Request for Variance	\$150
Projecting	\$35
Wall Sign, non-illuminated	
25-50 sq. ft.	\$35
51-99 sq. ft.	\$45

>100 sq. ft.	\$55
Wall Sign, illuminated	
25-50 sq. ft.	\$40
51-99 sq. ft.	\$50
>100 sq. ft.	\$60
Ground Sign, non-illuminated	
25-50 sq. ft.	\$50
51-100 sq. ft.	\$60
Ground Sign, illuminated	
25-50 sq. ft.	\$60
51 -100 sq. ft.	\$70
Master Sign Plan Review (per Building)	
1 - 5 Tenants	\$50
6 - 12 Tenants	\$75
13+ Tenants	\$100

16) 17) Communications Facilities Application Review

General Application Review	\$50
Special Exception	\$65

B. ENVIRONMENTAL REVIEW (SEPA)

1) **Checklist** \$150

2) **Environmental Impact Statement**

Prepared by Staff	\$1,000 + \$45/hour
Prepared by Private Party	\$250 + \$45/hour

3) **Appeals of Decisions**

Conditioning/Denying of Permit	\$200
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Administrators Final Determination (DNS or	\$150 + Hearing Examiners costs for EIS) review (Examiner costs waived for listed parties of record within 300 feet of project site).
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C. ANNEXATION PETITION

Less than 10 acres	\$200
10 - 50 acres	\$300
50 - 100 acres	\$400
100 + acres	\$500

- D. UTILITY EXTENSION REQUEST \$100
- E. 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
- F. PREAPPLICATION REVIEW \$75 (includes a written summary of the meeting)
- G. SPECIAL INSPECTIONS (AND PERMITS): BUILDING CONSTRUCTION PERMITS AND VALUATIONS

1) ~~Fire Marshal Inspections.~~ There is hereby imposed a ~~\$20.00~~ \$47.00 inspection fee for all inspections carried out pursuant to the provisions of Section 2.201 of the Uniform Fire Code as now enacted or hereafter amended. ~~The \$20.00~~ \$47.00 inspection fee shall include two re-inspections for the purpose of ensuring the correction of any deficiencies noted in a prior inspection. If additional reinspections are necessary to ensure correction of any deficiency or defect, the Gig Harbor fire marshal shall charge a fee of ~~\$30.00~~ \$47.00 per hour with a one-hour minimum and to be computed in one-quarter-hour increments, not to include travel time. All requested inspections which require a report will be processed under subsection Q4 of this section, Building Official Inspections.

2) ~~Article IV Permits.~~ The fire prevention bureau Planning Building Department shall charge fees for processing permit applications required pursuant to Article IV Section 105, 1997 UFC, of the Uniform Fire Code as now enacted or hereafter amended. The amount of the fee shall be set by resolution of the Gig Harbor City Council and fee schedules shall be made available to members of the public upon payment of photocopying charges. When any occupancy requires multiple permits, the Gig Harbor fire marshal shall charge the highest of the several fees plus one-half of all other required fees.

3) ~~After Hours Inspection.~~ For any inspections authorized or required pursuant to the Uniform Fire Code and for which it is necessary to have an inspection made after normal business hours, which are Monday through Friday, 8:30 a.m. until 5:00 p.m., or on recognized City of Gig Harbor holidays, the Gig Harbor City Fire Marshal shall charge an inspection fee of ~~\$45.00~~ \$47.00 per hour with a minimum of one two hours to be

measured in quarter-hour increments including travel time.

4) Building Official Inspections

Non-classified request _____ \$50

Re-inspection fee assessed under provisions of Section 305 G _____ \$30 ~~\$47~~ each

Additional Plan Review required by changes, additions or revisions to previously approved plans _____ \$30 ~~\$47~~/hour
(minimum charge of 1/2 hour)

For use of outside consultants for _____ Actual Costs
Plan checking and inspections or
Both. _____

5) Radon Testing. ~~The applicant for a building permit to construct a new single-family or multi-family building within the City of Gig Harbor shall pay \$15.00 for each living unit to cover the cost of supplying the owner of each new living unit a three-month etched track radon measuring device in accordance with a new section to RCW Chapter 19.27.~~

6) Building /Plumbing/Mechanical Permit Fees. ~~Building /Plumbing/Mechanical permit fees shall be based upon the most recent fee schedule as adopted by the State Building Code Council in the respective Uniform Code.~~

7) Energy Code Inspection. ~~Energy Code Inspection Fees shall be those as established in the Special Plans Examiner/Special Inspector Program, Policies and Procedure Handbook (April, 1994, Utility Code Group, Bellevue, WA).~~

**Table 1-1
Building Permit Fees**

Total Valuation	Fee
\$1.00 to \$500.00	\$28.00
\$501.00 to \$2,000.00	\$28.00 for the first \$500.00 plus \$4.00 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2,001 to \$25,000	\$81.00 for the first \$2,000.00 plus \$17.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$454.00 for the first \$25,000.00 plus \$12.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$747.00 for the first \$50,000.00 plus \$9.00 for each additional \$1000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1153.00 for the first \$100,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3752.00 for the first \$500,000.00 plus \$6.00 for each additional \$1000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$6507.00 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof
Demolition Permit	\$100.00
Building Permit Plan Review Fees	
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.
Grading Plan Review Fees	
100 Cu. Yds or less	\$28.00
101 to 1000 Cu Yds.	43.00
1,001 to 10,000 Cu. Yds	58.00
10,001 to 100,000 Cu. Yds.	58.00 for the first 10K plus 29.00 each add. 10K or fraction thereof.
100,001 to 200,000 Cu. Yds	313.00 for the first 100K plus 16.00 for each add. 10K or fraction thereof.
200,001 Cu. Yds. or more	467.00 for the first 200K plus 9.00 for each add. 10K or fraction thereof.
Grading Permit Fees	
100 Cu. Yds or less	\$43.00
101 to 1000 Cu. Yds.	43.00 for the first 100 Cu. Yds. plus 21.00 for each add. 100 Cu. Yds frac. thereof
1,001 to 10,000 Cu. Yds.	226.00 for the first 1000 Cu. Yds. plus 17.00 for each add. 1K Cu. Yds. or frac. thereof
10,001 to 100,000 Cu. Yds.	377.00 for the first 10K Cu. Yds. plus 77.00 for each add. 10K Cu. Yds. or frac. thereof
100,001 Cu. Yds or more	1,067.00 for the first 100K Cu. Yds. plus 43.00 for each add. 10K Cu. Yds. or frac. thereof

Table 1-2
Square Foot Construction Costs^{a,b,c}

Group (2003 IBC/IRC)		Type of Construction									
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB	
A-1	Assembly, theaters, with stage	165.95	160.61	158.88	150.43	139.89	139.15	145.68	129.62	124.96	
	Theaters, without stage	153.07	147.74	144.00	137.56	127.01	126.28	132.81	116.74	112.08	
A2	Assembly, nightclubs	125.18	121.67	118.62	114.17	106.80	105.50	110.00	97.28	94.06	
	Restaurants, bars, banq. halls	124.18	120.67	116.62	113.17	104.80	104.50	109.00	95.28	93.06	
A-3	Assembly, churches	153.70	148.37	144.63	138.18	127.62	126.88	133.44	117.35	112.69	
	General, comm. halls, libraries museums	127.26	121.93	117.19	111.74	100.17	100.44	107.00	89.90	86.24	
A-4	Assembly, arenas	124.18	120.67	116.62	113.17	104.80	104.50	109.00	95.28	93.06	
B	Business	127.83	123.20	119.28	113.70	101.74	101.18	109.36	90.86	87.43	
E	Educational	134.23	129.70	125.99	120.41	111.07	108.45	116.43	99.24	95.53	
F-1	Factory/Industrial, mod. haz.	77.52	73.96	69.54	67.44	58.27	59.27	64.69	49.69	47.21	
F-2	Factory/Industrial, low haz.	76.52	72.96	69.54	66.44	58.27	58.27	63.69	49.69	46.21	
H-1	High hazard, explosives	72.81	69.25	65.83	62.73	54.71	54.71	59.68	46.14	N.P.	
H-2-4	High hazard	72.81	69.25	65.83	62.73	54.71	54.71	59.98	46.14	42.65	
H-5	HPM	127.83	123.20	119.28	113.70	101.74	101.18	109.36	90.86	87.43	
I-1	Institutional, supervised	126.22	121.89	118.61	113.80	104.41	104.35	110.35	95.96	92.16	
I-2	Institutional, incapacitated	212.78	208.15	204.23	198.65	186.33	N.P.	194.31	175.45	N.P.	
I-3	Institutional, restrained	145.21	140.58	136.66	131.08	120.34	118.78	126.74	109.46	104.03	
I-4	Institutional, day care	126.22	121.89	118.61	113.80	104.41	104.35	110.35	95.96	92.16	
M	Mercantile	93.28	89.77	85.71	82.26	74.39	74.08	78.09	64.86	62.65	
R-1	Residential, hotels	127.49	123.15	119.88	115.07	105.73	105.68	111.67	97.28	93.49	
R-2	Residential, multi-family	127.49	122.27	119.35	112.57	101.56	101.48	108.68	91.41	86.86	
R-3	Residential, 1/2 family	121.08	117.73	114.83	111.67	106.38	106.13	109.80	101.28	94.02	
R-4	Residential, care/asst. living	126.22	121.89	118.61	113.80	104.41	104.35	110.35	95.96	92.16	
S-1	Storage, moderate hazard	71.81	68.25	63.83	61.73	52.71	53.71	58.98	44.14	41.65	
S-2	Storage, low hazard	70.81	67.25	63.83	60.73	52.71	52.71	57.98	44.14	40.65	
U	Utility, miscellaneous	54.84	51.85	48.77	46.33	40.19	40.19	43.73	33.04	31.46	

- 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.....	\$23.00
2. For issuing each supplemental permit.....	12.00
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).....	\$ 8.00
2. For each building sewer and each trailer park sewer.....	17.00
3. Rainwater Systems – per drain (inside building).....	8.00
4. For each cesspool (where permitted).....	29.00
5. For each private sewage disposal system.....	46.00
6. For each water heater and/or vent.....	8.00
7. For each gas-piping system of one to five outlets.....	6.00
8. For each additional gas-piping system outlet per outlet.....	1.00
9. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps.....	8.00
10. For each installation, alteration, or repair of water piping and/or water treating equipment, each.....	8.00

Cont. next page

11.	For each repair or alteration of drainage or vent piping, each fixture.....	8.00
12.	For each lawn sprinkler system on any one meter including backflow protection devices therefore.....	8.00
13.	For atmospheric-type vacuum breakers not included in item 12:	
	1 to 5.....	6.00
	over 5, each.....	1.00
14.	For each backflow protective device other than atmospheric-type vacuum breakers:	
	2 inch (51 mm) diameter and smaller.....	8.00
	over 2 inch (51 mm) diameter.....	17.00
15.	For each gray water system.....	46.00
16.	For initial installation and testing for a reclaimed water system (excluding initial test).....	35.00
17.	For each annual cross-connection testing of a reclaimed water system (excluding initial test).....	35.00
18.	For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas.....	58.00
19.	For each additional medical gas inlet(s)/outlet(s).....	6.00

Plan Review Fee

1. 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..... **\$28.00**

Unit Fee Schedule (in addition to issuance fee above)

2.	HVAC units up to and including 100,000 Btu.....	18.00
3.	HVAC units over 100,000 Btu.....	22.00
4.	Each appliance vent or diffuser without appliance.....	9.00
5.	Repair of each appliance & refrigeration unit.....	16.00
6.	Each boiler / compressor 100,000 Btu or 3 hp.....	18.00
	Each over 100K to 500K Btu or over 3 hp to 15 hp.....	32.00
	Each over 500K to 1,000K Btu or over 15 hp to 30 hp.....	44.00
	Each over 1,000K to 1,750K Btu or over 30 hp to 50 hp.....	65.00
	Each over 1,750K or over 50 hp.....	108.00
7.	Each air handler up to 10,000 cfm.....	13.00
8.	Each air handler over 10,000 cfm.....	22.00
9.	Each VAV box.....	13.00
10.	Each evaporative cooler other than portable type.....	13.00
11.	Each ventilation fan connected to a single duct.....	9.00
12.	Each ventilation system not part of a system under permit.....	13.00
13.	Each hood served by mech. exhaust system including the ductwork.....	13.00
14.	Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts).....	13.00
15.	Each fuel gas piping system of one to four outlets.....	6.00
16.	Each additional fuel gas outlet.....	2.00

Plan Review Fee

1. 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**

Type of Fire Protection System	Fees (includes plan review, testing, and inspection)
Fire Alarm Systems	
New Com./Multi. Fam. (first 4 zones).....	\$400.00 plus \$1.50 per device
Additional zones.....	50.00 each plus \$1.50 per device
Tenant Improvement	\$300.00 plus \$1.50 per device
Additional Zones	50.00 plus \$1.50 per device
Residential (1-2 fam. dwellings).....	\$160.00 plus \$1.50 per device
Sprinkler supervision/notification only.....	\$170.00 plus \$1.50 per device
System upgrade	One half the above listed fees for new work.
Fire Sprinkler Systems	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads.....	\$175.00 +3.00/head
2. Each wet riser over 99 heads.....	490.00
3. Each dry riser over 99 heads.....	609.00
4. Each new deluge or pre-action system.....	609.00
5. Each new combination system.....	790.00
6. Sprinkler underground.....	126.00
7. Revision to existing system.....	\$55.00 + 2.25/ head
8. High piled stock or rack system	
Add to riser fee.....	315.00
NFPA 13D systems	
1. Per dwelling unit fee.....	252.00
Standpipe Systems	
1. Each new Class 1 system	
Dry system.....	242.00
Wet system.....	347.00
2. Each new Class 2 system.....	420.00
3. Each new Class 3 system.....	420.00
Fire Pumps.....	\$762.00
Type I Hood Suppression Systems	
1. Pre-engineered.....	\$198.00
2. Custom engineered.....	347.00
Fixed Pipe Fire Suppression	
1. Pre-engineered.....	\$210.00
2. Custom engineered.....	483.00

**Table 1-6
Additional Services**

1.	Inspections outside of normal business hours.....	\$55.00 per hour ¹
2.	Reinspection fee.....	55.00 per hour
3.	Inspections for which no fee is specifically indicated.....	55.00 per hour
4.	Fire Code Operational Permit Inspection.....	55.00 per hour
5.	Additional plan review required by changes, additions or revisions to approved plans (per hour – minimum charge one-half hour).....	55.00 per hour
6.	Temporary Certificate of Occupancy.....	200.00
7.	Certificate of Occupancy for change in use.....	55.00
8.	Adult Family Home licensing inspection.....	55.00
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.

¹ 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**

Operation	Fee
Aerosol Products.....	55.00
Amusement Buildings.....	55.00
Aviation Facilities.....	110.00
Carnivals and fairs.....	55.00
Battery systems.....	110.00
Cellulose nitrate film.....	55.00
Combustible dust producing operations.....	55.00
Combustible fibers.....	55.00
- Exception: Permit not required for agricultural storage	
Compressed gases.....	55.00
- Exception: Vehicles using CG as a fuel for propulsion	
- See IFC T. 105.6.9 for permit amounts	
Covered mall buildings – Required for:.....	55.00
- 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.....	55.00
- 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.....	55.00
Exhibits and trade shows.....	55.00
Explosives.....	110.00
Fire hydrants and valves.....	55.00
- Exception: Authorized employees of the water company or fire department.	
Flammable and combustible liquids.....	110.00
- In accordance with IFC 105.6.17	
Floor finishing.....	55.00
- In excess of 350 sq. ft. using Class I or Class II liquids	

Cont. next page

Table 1-7 Cont.

Fruit and crop ripening.....	55.00
- Using ethylene gas	
Fumigation and thermal insecticidal fogging.....	55.00
Hazardous materials.....	55.00
- See IFC T. 105.6.21 for permit amounts	
HPM Facilities.....	110.00
High piled storage.....	110.00
- In excess of 500 sq. ft.	
Hot work operations.....	55.00
- In accordance with IFC 105.6.24	
Industrial ovens.....	55.00
Lumber yards and woodworking plants.....	55.00
Liquid or gas fueled vehicles or equipment.....	55.00
- In assembly buildings	
LP -Gas.....	110.00
- Exception: 500 gal or less water capacity container serving Group R-3 dwelling	
Magnesium working.....	55.00
Miscellaneous combustible storage.....	55.00
- In accordance with IFC 105.6.30	
Open burning.....	55.00
- Exception: Recreational fires	
Open flames and torches.....	55.00
Open flames and candles.....	55.00
Organic coatings.....	55.00
Places of assembly.....	55.00
Private fire hydrants.....	55.00
Pyrotechnic special effects material.....	55.00
Pyroxylin plastics.....	55.00
Refrigeration equipment.....	55.00
- Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities.....	55.00
Rooftop heliports.....	110.00
Spraying or dipping.....	55.00
- Using materials regulated under IFC Ch. 15	
Storage of scrap tires and tire byproducts.....	55.00
Temporary membrane structures, tents and canopies.....	55.00
- Except as provided in IFC 105.6.44	
Tire re-building plants.....	55.00
Waste handling.....	55.00
Wood products.....	55.00

Required Construction Permits

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.....	110.00
Hazardous materials.....	110.00
Industrial ovens regulated under IFC Ch. 21.....	110.00
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.....	110.00
Standpipe system.....	Ref. Table 1-4
Temporary membrane structures tents and canopies.....	Included in Op. Permit Fee
- Except as provided under IFC 105.7.12	

G.H. 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.

H.I. COPY SERVICES

1)	Zoning Map/Comprehensive Plan Land Use Map (24" x 36")	\$ 3.50
2)	Zoning Code	\$10.00
3)	Comprehensive Plan	\$16.00
4)	Shoreline Master Program	\$ 7.50
5)	Critical Areas Map (24"x 36")	\$ 3.50
6)	Visually Sensitive Area (24"x 36")	\$ 3.50
7)	Design Review Manual	\$ 6.00

I.J. FEE WAIVERS AND REQUIREMENTS

Application fees may be waived upon approval of the City Administrator if any of the following conditions exist:

1. The application submitted is in direct response to a capital construction project by the City of Gig Harbor.
2. The City determines that the direct benefit accrued from the applicant's project is in the public's interest and welfare.
3. The proposal is a City of Gig Harbor project.

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%

J.K. 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 fee charged for comparable projects within the City.