

Gig Harbor City Council Meeting

**March 14, 2005
7:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
March 14, 2005 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

SWEARING IN CEREMONY: Reserve Officer Kenneth Watkins

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b) and pending litigation per RCW 42.30.100(1)(i).

PUBLIC HEARINGS:

1. Adopting a Historic Preservation Ordinance.
2. Amending Chapter 2.21 to Establish a Local Review Board for Historic Preservation Purposes.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of February 28, 2005.
2. Appointments to Gig Harbor Planning Commission.
3. Burnham Drive Sewer Replacement Project – Topographic Survey Services Contract Authorization.
4. Resolution No. 642 Setting a Public Hearing Date – Prentice Avenue Street Vacation Request – Savlov.
5. Electrical Repairs to Lift Station No. 7 Contract Authorization.
6. Skansie Avenue Pedestrian Improvement Project Consultant Authorization.
7. Liquor License Application: Marketplace Grille.
8. Liquor License Renewals: Gig Harbor Farmers Market Assoc.; The Green Turtle; The Rose of Gig Harbor.
9. Approval of Payment of Bills for March 14, 2005:
Checks #46467 through #46629 in the amount of \$440,642.93.
10. Approval of Payroll for the month of February:
Checks #3637 through #3676 and direct deposit entries in the amount of \$241,526.35.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading of Ordinance – Adopting a Historic Preservation Ordinance.
2. First Reading of Ordinance – Amending Chapter 2.21 to Establish a Local Review Board for Historic Preservation Purposes.
3. Utility Extension Capacity Agreement – Thornton.

STAFF REPORT:

1. Community Development - Stinson Avenue Pedestrian Improvement Project – Phase II.
2. GHPD – February Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

✓

GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 28, 2005

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

CALL TO ORDER: 7:05 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING:

The Mayor opened the first public hearing at 7:06 p.m.

1. Second Reading of Ordinance – Supporting Continuation of a Moratorium on the Acceptance of Applications for Development in the Height Restriction Area for a Period of 90 Days. John Vodopich, Community Development Director, presented the background information for this ordinance.

No one signed up to speak, so the public hearing was closed at 7:07 p.m. and the second public hearing was opened.

2. Second Reading of Ordinance – Making Assisted and Independent Living Facilities Count as Fractional Dwelling Units in Calculating Residential Density. John Vodopich explained that this ordinance would amend the code so that Assisted Living Facilities or Independent Living Facilities would be counted as 1/3 of a dwelling unit for the purposed of calculating density. It would also add new definitions for both, and replaces all existing references to retirement facilities, retirement homes, or senior citizen housing.

Chuck Hunter – 8820 Franklin Avenue. Mr. Hunter asked that parcels in the View Basin and Height Overlay District be excluded from this new density calculation, at least for the time being. He said that he was unsure of the impact it would have on small parcels, but due to the recent struggles in building size ordinances, it would be smart to exclude these areas. He added that he had seen several small homes converted to this use, and his concern is the impacts on parking and other criteria.

Councilmembers asked staff what impacts this would have in the areas mentioned. Mr. Vodopich explained that building size limits in effect under the moratorium would govern anything regardless to the change. He stressed that one of these facilities would require a conditional use permit in most residential zones, allowing for any concerns to be mitigated.

Carl Halsan – PO Box 1447, Gig Harbor. Mr. Halsan, agent for the applicant of this amendment, stressed that they have asked only for an amendment on how to calculate density, not for any zone changes. He said that there are enough other rules in the

view basin to address any concerns, adding that parking is one of the main criteria that were analyzed.

Mr. Hunter commented that staff for these facilities would require more parking. Mr. Halsan explained that this had been factored into the analysis.

Jan Parmalee – Executive Director at Sound Vista Village, 6633 McDonald Avenue.

Ms. Parmalee asked Mr. Halsan for the size of the community that the company he represents is interested in constructing. Mr. Halsan explained that there is no current proposal. Ms. Parmalee continued to say that Mountain West has three units in the Puget Sound area; none under 100 units. She agreed that parking is not much of an issue, but size is a definite impact. She asked that the city do their homework on this facility. She added that a facility of this size will have a large impact on the census. She also asked that the city be aware of the height concerns.

Carl Monstream – 3414 75th Ave NW. Mr. Monstream explained that he is a member of Peninsula Baptist Church, who has been asked to partner in a project to build a 26-30 Independent Living unit project off 38th Street. He said that without this density change, they would not be able to build the project.

Suzanne Martin – Puyallup. Ms. Martin said that she represents a non-profit community development organization that helps small governments develop senior housing. She stressed the importance of language that would continue senior housing and that would allow seniors' more options. She described a type of model that is ideal for seniors and offered to share the plans. She stressed that senior housing needs access to services.

There were no further comments and the public hearing was closed at 7:27 p.m. The next public hearing was opened.

3. Latecomer's Agreement for Reimbursement of Municipal Water – Peninsula School District.

Owen Dennison – AHBL – 316 Occidental Avenue South, Seattle. Mr. Dennison said that he represents the Peninsula School District and gave the background for this request to recoup a portion of the cost of the construction of the water line on Burnham Drive and Prentice. He said that after the first public hearing, four parcels were removed from the original proposal.

John Vodopich said that certified letters had been sent 20 days in advance to the public hearing to all the properties included in the latecomers, and to date, there had been no response.

Chuck Hunter – 8820 Franklin Avenue. Mr. Hunter said that he had not received a notice. Mr. Vodopich explained that it was because his property had been excluded after the last public hearing.

Harry Mashburn – Pierce County. Mr. Mashburn said that the water line is an expense of the school district and that it seems that there should have been a LID if they wanted the property owners to pay for it. He voiced concern that this will be recorded against his property, stressing that he was opposed to that and would hire an attorney to remove the recording.

Councilmembers and staff addressed Mr. Mashburn's concerns by explaining that he would not be required to pay unless he hooked up to the line within 15 years. Carol Morris, City Attorney, explained that in order to enforce the agreement, it would be necessary to record it against the adjoining properties. Mr. Mashburn once again voiced his objection to the encumbrance on his property.

The public hearing was closed at 7:36 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 City Council Meeting of February 14, 2005.
2. City Prosecutor Contract.
3. Recommendation for 2005 Art Grants.
4. Pt. Fosdick / 36th Street Roundabout Project Dedication of Permanent Right-of-Way – Lighthouse Christian School.
5. Street Lights – Purchase Authorization.
6. Outdoor Portable Movie Screen – Purchase Authorization.
7. Asphalt Repair on Peacock Hill Avenue and Burnham Drive – Small Works Contract.
8. Consultant Service Contract Amendment No. 2 – Design Manual Update.
9. Approval of Payment of Bills for February 28, 2005:
Checks #46357 through #46466 in the amount of \$246,692.99.

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

OLD BUSINESS:

1. Second Reading of Ordinance – Supporting Continuation of a Moratorium on the Acceptance of Applications for Development in the Height Restriction Area for a Period of 90 Days. John Vodopich said that this ordinance was the subject of two public hearings and recommended approval as drafted.

MOTION: Move to adopt Ordinance No. 989 as presented.
Ruffo / Picinich – unanimously approved.

2. Second Reading of Ordinance – Making Assisted and Independent Living Facilities Count as Fractional Dwelling Units in Calculating Residential Density. John Vodopich explained that this is the second reading of the ordinance and recommended approval as presented.

Councilmember Ruffo asked Legal Counsel whether he should abstain from action on this item, as he is an officer in an Assisted Living Facility company. Ms. Morris explained that because this is a legislative matter, it would not be necessary.

MOTION: Move to adopt Ordinance No. 990.
Picinich / Young –

Councilmember Young said that none of the zones would be negatively impacted by this ordinance. He then suggested that staff be directed to come back at a later with an incentive structure for affordable senior and assisted living facilities. Carol Morris said that the city can give exemptions under impact fees for affordable housing, but would then have to pay for the exemption itself.

RESTATED MOTION: Move to adopt Ordinance No. 990.
Picinich / Young – unanimously approved.

3. Second Reading of Ordinance – Relating to Annexation and Zoning – North Donkey Creek Annexation (ANX 03-03). John Vodopich presented the second reading of an ordinance finalizing the annexation and establishing zoning on property west of Burnham Drive. He answered Council questions and recommended approval of the ordinance as presented.

MOTION: Move to adopt Ordinance No. 991.
Young / Ekberg – unanimously approved.

4. Resolution for Latecomer's Agreement for Reimbursement of Municipal Water – Peninsula School District. John Vodopich explained that this is a resolution establishing the Latecomer's Agreement for the Burnham Drive water-main extension for Peninsula School District, and subject of two public hearings.

Councilmember Ekberg asked for clarification on mitigation for those who wouldn't need a twelve inch line.

Mr. Dennison responded to the question by explaining that the methodology for determining how the assessment was applied was based on 25% frontage and 75% for lot area. There was no specific calculation on who to include or exclude; it was done subjectively based upon the anticipated development or re-development of the subject parcels. Much of the property is zoned business, and those are the ones expected to need the fireflow.

MOTION: Move to adopt Resolution No. 641.
Picinich / Ruffo – unanimously approved.

5. Proposed Annexation – Wright (ANX 04-02). John Vodopich presented the background to this proposed annexation located at the intersection of Skansie Avenue

and Hunt Street. He explained that since Council accepted the Notice of Intention to Proceed back in October, Mr. Wright was unable to obtain the signature of four adjoining properties due to zoning concerns, and now is requesting that the annexation area be modified to only include his parcel. If Council agrees to the amendment, the proponent would be required to draft a new map and legal description to be forwarded to Pierce County for review. Mr. Vodopich pointed out that one factor to consider is the irregular boundary.

Jim Wright – 3419 76th Avenue NW. Mr. Wright explained that Pierce County had originally zoned his property for a higher density than single-family which gave him more latitude, but under the guidelines for the Urban Growth Area, the property would automatically become R-1. He described the uses surrounding his property, adding that he would like to see his zoning become RB-1, but he is moving forward with plans for R-1 development.

Councilmember Dick asked for clarification on the recommendation to include a portion of Hunt Street. Mr. Vodopich explained that this amendment was requested by Pierce County Public Works. The city's Engineering Department concurred in order that street frontage criteria could be maintained.

MOTION: Move to accept the request to revise the boundaries of the Wright Annexation subject to the subject conditions 1 and 2.
Ruffo / Young –

There was discussion on the policy of automatically zoning annexed areas as R-1. Councilmember Ekberg gave a history of the reasoning behind this. He said that if there is a more efficient method that complies with the GMA, then staff could look into it and bring back a recommendation.

RESTATED MOTION: Move to accept the request to revise the boundaries of the Wright Annexation subject to the subject conditions 1 and 2.
Ruffo / Young – unanimously approved.

NEW BUSINESS:

1. Utility Extension Agreement – Saulic. John Vodopich presented this request for outside utility extension for both water and sewer for a single-family residence on Burnham Drive.

MOTION: Move to approve the Utility Extension Agreement with Mark Saulic as proposed.
Picinich / Ruffo – unanimously approved.

STAFF REPORTS:

Community Development – Fourth Quarter 2004 Building Permit Data. No verbal report given.

PUBLIC COMMENT:

Chuck Hunter – 8829 Franklin Avenue. Mr. Hunter asked to talk about the Eddon Boat Property. He stressed that Save Eddon Boatyard Group does not want to take an adversarial stance, but they are getting anxious and would like Council to give them a general idea of how the negotiations are progressing. He talked about how hard the group had worked to acquire the property. He said that the ball has been in the city's court for four months and Council has taken the position that the public shouldn't know anything about what's going on. He said that the city could give them some general idea of how it is going rather than being made to feel like outsiders. He said that they would also like to squelch the rumor that the group doesn't care how much the property is going to cost. He promised that the group would not ruin the deal if information was shared with them, and urged Council to come up with some information that could be shared with the public.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Public Meeting – 2nd Phase of the Stinson Avenue Pedestrian Project – March 8th at 6:00 p.m.
2. Lodging Tax Advisory Committee – March 2, 9:00 a.m., Civic Center Executive Conference Room.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b) and pending litigation per RCW 42.30.100(1)(i).

MOTION: Move to adjourn to Executive Session at 8:11 p.m. for approximately fifteen minutes to discuss property acquisition per RCW 42.30.110(1)(b) and pending litigation per RCW 42.30.100(1)(i).
Picinich / Ruffo - unanimously approved.

MOTION: Move to return to regular session at 8:29 p.m.
Picinich / Young – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:29 p.m.
Picinich / Young – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 23.

Gretchen A. Wilbert, Mayor

Molly Towslee, City Clerk



TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: APPOINTMENT TO THE PLANNING COMMISSION
DATE: MARCH 14, 2004

INTRODUCTION / BACKGROUND

Dr. Kadzik has sent a letter of resignation from the Planning Commission, but is willing to remain on the Design Review Board. Kathy Franklin, whose term expires in June, 2009, also submitted her letter of resignation. This leaves two vacant positions on the Gig Harbor Planning Commission. A note of thanks was given to both. We especially thank Dr. Kadzik for his 10 years of service on the Planning Commission.

Following a recruitment ad for persons interested in serving on the Planning Commission, we received four applications. I reviewed the applications, and recommend the appointment of Jill Guernsey to complete the remainder of the term held by Kathy Franklin, and Jim Pasin to serve a six year term.

RECOMMENDATION

To approve the appointment of Jill Guernsey to serve until June 2009, and to appoint Jim Pasin to serve a six year term ending June, 2011.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *San*
CITY ENGINEER
SUBJECT: BURNHAM DRIVE SEWER REPLACEMENT PROJECT
TOPOGRAPHIC SURVEY SERVICES - CONSULTANT SERVICES
CONTRACT
DATE: MARCH 14, 2005

INTRODUCTION/BACKGROUND

A budgeted objective for 2005 includes the reconstruction of a portion of the existing sanitary sewer main located in the 11000 block of Burnham Drive. A topographic survey and related work is needed to provide vertical and horizontal grades and other information necessary to design the sanitary sewer facility.

After reviewing the Consultant Services Roster, the City contacted the survey firm of PriZm Surveying, Inc. and requested quotations to provide the above services. Upon review of the provided price quotations and proposals, the survey firm of PriZm Surveying, Inc. was selected to perform the work. Selection was based on their understanding of the project, extensive municipal survey experience, and outstanding recommendations from outside jurisdictions that have used the selected consultant for similar tasks.

The scope includes topographic surveying along the project limits.

POLICY CONSIDERATIONS

PriZm Surveying, Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This project was anticipated in the adopted 2005 Budget and is within the 2005 Sewer Capital Construction allocation of \$250,000.00, Objective No. 3.

RECOMMENDATION

I recommend that the Council authorize the execution of the Consultant Services Contract with PriZm Surveying, Inc. for survey work in the amount not to exceed Three Thousand Hundred Five Dollars and No Cents (\$3,305.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PriZm Surveying, Inc., a corporation organized under the laws of the State of Washington, located and doing business at PO Box 110700, Tacoma, Washington 98411 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the survey and mapping work for the Burnham Drive Sewer Replacement 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 February 17, 2005 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 Three Thousand Three Hundred Five dollars and zero cents (\$3,305.00) 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 30, 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
Dennis J. Pierce, P.L.S.
PriZm Surveying Inc.
PO Box 110700
Tacoma, Washington 98411
(253) 404-0983

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

XVII. Assignment

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

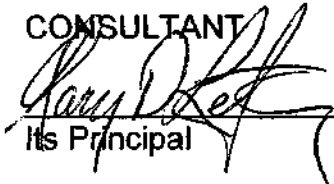
XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Dennis J. Pierce, P.L.S.
PriZm Surveying Inc.
PO Box 110700
Tacoma, Washington 98411
(253) 404-0984

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



APPROVED AS TO FORM:

City Attorney

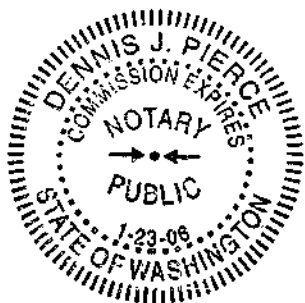
ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that GARY LETZRING 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 V.P. of PRIZM SURVEYING Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/7/05



[Signature]
DENNIS J PIERCE
(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:
PIERCE CO.

My Commission expires: 1/23/06

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

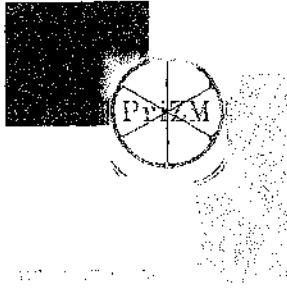
I certify that I know or have satisfactory evidence that Gretchen A. Wilbert is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to 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: _____



PriZm Surveying, Inc.
P.O. Box 110700
Tacoma, Washington 98411

A
Professional
Land Surveyors

(253) 404-0983
(253) 404-0984 fax

Exhibit A - Scope of Services

FEBRUARY 17, 2005

GUS GARCIA
CITY OF GIG HARBOR
3570 GRANDVIEW
GIG HARBOR, WA. 98335

RE: BURNHAM DRIVE TOPO

MR. GARCIA

PRIZM IS PLEASED TO PROVIDE A PROPOSAL FOR TOPOGRAPHIC SURVEYING AND MAPPING OF THE AREA OF BURNHAM DRIVE, SOUTH OF THE WOODHILL DRIVE BURNHAM DRIVE INTERSECTION.

TASK 1

ESTABLISH A HORIZONTAL AND VERTICAL CONTROL NETWORK BASED STATE PLANE COORDINATES NAD 1983/91 UTILIZING PIERCE COUNTY MONUMENT RECORDS. SITE CONTROL WILL BE ESTABLISHED USING EITHER GPS OR CONVENTIONAL SURVEYING METHODS. VERTICAL DATUM WILL BE NGVD 29 AND BE SET ALSO UTILIZING EXISTING PIERCE COUNTY RECORDS. **THE COST FOR THIS TASK WILL BE \$980.00.**

TASK 2

THIS TASK WILL ENCOMPASS THE FIELD TOPOGRAPHIC SURVEYING PORTION OF THE PROJECT. SUFFICIENT INFORMATION WILL BE GATHERD TO PROVIDE A 1' CONTOUR MAP AFTER FINAL DRAFTING. THE LIMITS OF SURVEY WILL ENCOMPASS AN AREA 400 FEET SOUTH OF THE INTERSECTION OF BURNHAM DRIVE AND WOODHILL DRIVE, INCLUDING INTERSECTIONS. THE LIMITS ON BURNHAM DRIVE WILL BE TO THE APPROXIMATE ROAD RIGHT OF WAY ON EACH SIDE. **THE COST FOR THIS TASK WILL BE \$900.00.**

TASK 3

GENERATE A CONTOUR MAP SHOWING A 1' CONTOUR INTERVAL OF THE DESIGNATED AREA (UTILIZING ACAD VER 14 OR NEWER). SHOWING SURFACE FEATURES, MONUMENTS AND RIGHT OF WAY LIMITS. **THE COST FOR THIS TASK WILL BE \$1050.00**

TASK 4

RIGHT OF WAY OF THE ROADWAYS WILL BE ESTABLISHED THROUGH COUNTY RECORDS AND EXISTING MONUMENTATION. THIS ITEM INCLUDES ALL RESEARCH AND CALCULATIONS NEEDED TO POSITION THE RIGHT OF WAY LINES. **THE COST FOR THIS TASK WILL BE \$375.00.**

TOTAL COST FOR THE PROJECT WILL BE \$3,305.00

THE TIME FRAME FOR COMPLETION OF THE PROJECT WILL BE SIX TO EIGHT WORKING DAYS, FROM THE NOTICE TO PROCEED. WE FORESEE APPROXIMATELY 1-2 FIELD DAYS AND 2-3 DAYS OF OFFICE RESEARCH AND DRAFTING TO COMPLETE THE TASKS.

**CONSULTANT'S SALARY AND BILLING RATES
PRIZM SURVEYING INC.**

Contract No. _____

Contract Title: **BURNHAM DRIVE SEWER REPLACEMENT PROJECT**

The following are the Billing Rates the Consultant will charge for work performed under this Contract. Any adjustments to these rates must be requested in writing and, if agreed to, be documented in a "Revised" Consultants' Salary and Billing Rates Exhibit, which will be incorporated in and attached to this Contract by the fact of the Exhibit's acceptance by the SPU Project Manager.

Billing Rates are an all-inclusive "Direct Labor" (DL) flat rate equal to _____ times the Base Salary Rates.

OR

The Hourly rates used on this Contract are based on all-inclusive, fair and competitive "standard industry rates."

Staff Name	Title	Base Hourly Salary Rates	Hourly Billing Rates (Base Salary times DL Rate)
DENNIS J. PIERCE PLS	PROFFESIONAL SURVEYOR	\$90.00	
GARY D. LETZRING PLS	PROFFESIONAL SURVEYOR	\$90.00	
GREG A. ZURN	SURVEY COORDINATOR	\$75.00	
2 MAN SURVEY CREW	CONVENTONAL	\$110.00	
2 MAN SURVEY CREW	GPS	\$145.00	
TONY WIBORG	PARTY CHIEF		
SCOTT TWISS	PARTY CHIEF		
RICH WILLYERD	CHAINMAN		
JOHN KUNST	CHAINMAN		
CORY MENDENHALL	CHAINMAN		
SEAN DONOHUE	OFFICE MANAGER	\$40.00	



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION FOR PUBLIC HEARING
- PRENTICE AVENUE STREET VACATION REQUEST - SAVLOV
DATE: MARCH 14, 2005

INTRODUCTION/BACKGROUND

The city received a letter on February 17, 2005 from Mr. and Mrs. Steven Savlov, owners of the abutting property, petitioning the city to vacate a portion of Prentice Avenue in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the portion of Prentice Avenue right-of-way currently held by the city, and abutting the northeast property frontage of parcel no. 9815-000-010. Prior research on this right-of-way has determined that this portion of Prentice Avenue was platted in Pierce County in 1888 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The city's ability to open this portion of Prentice Avenue is barred by lapse of time and the city has no interest in the street. In order to ensure that this portion of Prentice Avenue is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the city vacate the street under GHMC 12.14.

The right-of-way proposed for vacation along Prentice Avenue is surplus to the city's needs, and the city does not have any plans for improving the right-of-way proposed for vacation. The vacation request will not eliminate public access to any property.

As defined in 12.14 GHMC a resolution must be passed by the City Council setting a time and date for a public hearing on the proposed street vacation.

FISCAL CONSIDERATIONS

The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

I recommend that Council pass the resolution setting Monday, April 11, 2005 at 7:00 P.M. as the date for the public hearing on the proposed street vacation of Prentice Avenue.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF PRENTICE AVENUE.

WHEREAS, Steven M and Suzanne G Savlov, desire to initiate the procedure for the vacation of the portion of Prentice Avenue, a portion of the original plat of the Woodworth's Addition to Gig Harbor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, April 11, 2005 at 7:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this ____th day of March, 2005.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk



THORNTON
LAND SURVEYING INC.

8803 State Highway 16
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thornton.com

05 February 2005

Mr. John P. Vodopich AICP
Director of Planning and Building Services
3510 Grandview Street
Gig Harbor, WA 98335

RE: Vacation of a portion of Prentice Avenue right-of-way

Dear Mr. Vodopich,

This letter serves as an official request to vacate a 33-foot wide strip of front street right-of-way abutting my property at 9520 Peacock Hill Avenue in the City of Gig Harbor. This right-of-way along with my property were created from the plat called "Woodworth's addition to Gig Harbor" in book 5 of plats at page 66 in Pierce County, Washington. This portion of Prentice Avenue abutting my property at parcel number 9815-000-010 has never been used as street, nor has it been constructed. In fact, most of it lies on a steep hillside.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which states the "vacations of streets and alleys subject to 1839-90 Laws of Washington, Chapter 19, Section 32 (Non-user status)", that portion of Prentice Avenue right-of-way abutting my parcel has adversely, by operation of law, become mine legally since this right-of-way was never opened nor used for its original purpose.

In light of this information, I wish to request that portion of the Prentice Avenue abutting my property be vacated. See attached drawings depicting the original location of the subject portion of Prentice Avenue right-of-way in relation to my parcels.

Thank you for your assistance.

Sincerely,

Suzanne G Savlov

Steven M. SAVLOV

CITY-CASHDRWR1Jaci
Thornton Land Surveying
CR Batch 003.03.2005
Date 03/03/2005
0039158 150.00
Cash 0.00
Check 150.00
Credit 0.00

RECEIVED

FEB 17 2005

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING



T H O R N T O N
LAND SURVEYING, INC.

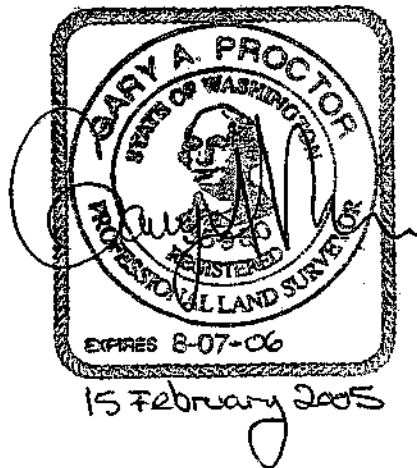
8803 State Highway 16
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thorntonls.com

**PROPOSED
LEGAL DESCRIPTION**

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO SAVLOV ADJOINER FOLLOWING VACATION OF A PORTION OF PRENTICE AVENUE, GIG HARBOR, WASHINGTON.

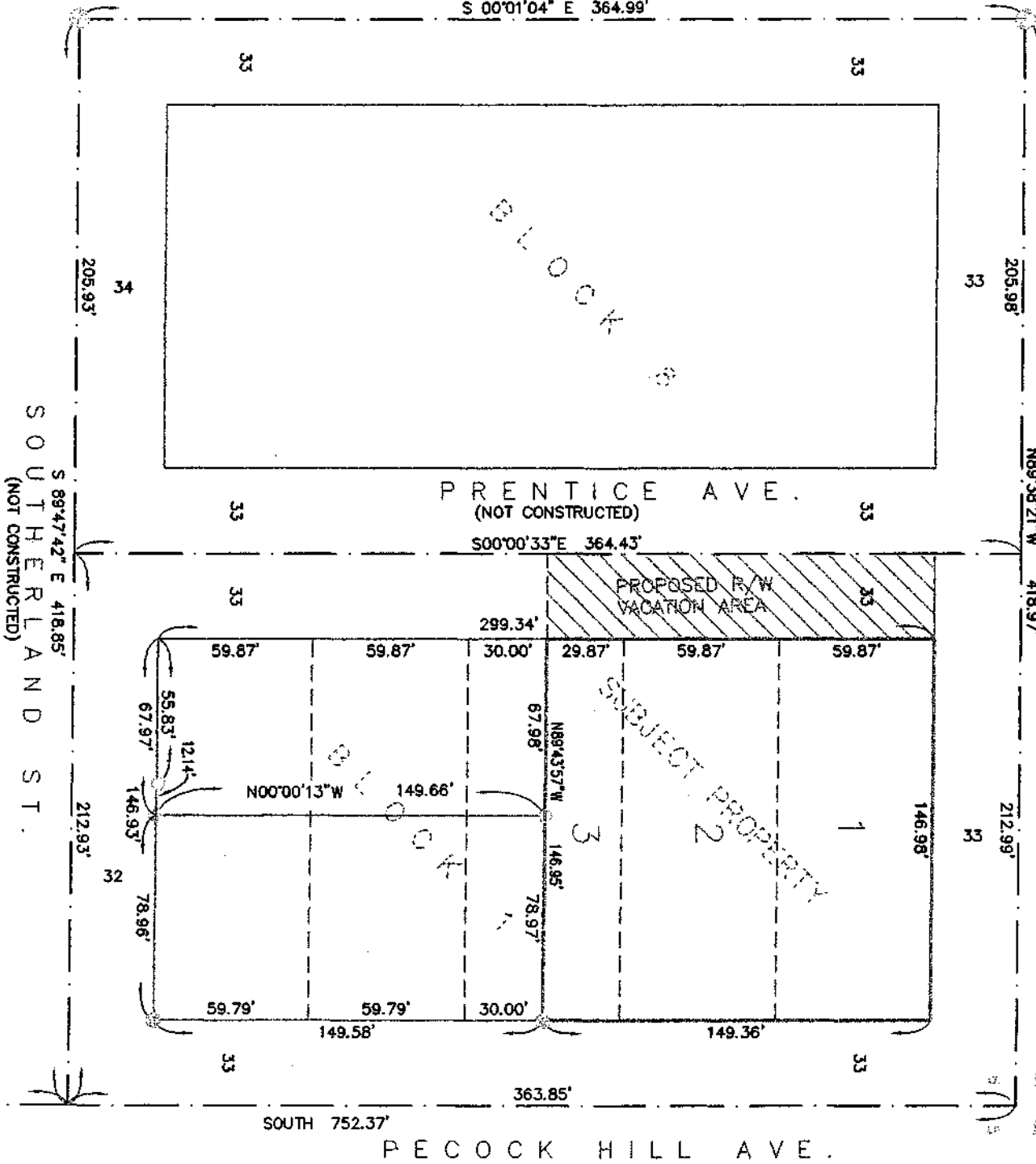
A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST HALF OF PRENTICE AVENUE (FORMERLY CHESTER STREET) AS DEPICTED ON THE PLAT OF WOODWORTH'S ADDITION TO GIG HARBOR, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 66, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING BETWEEN THE WESTERLY PRODUCTION OF THE SOUTH LINE OF THE NORTH HALF OF LOT 3, BLOCK 1 OF SAID PLAT, AND THE WESTERLY PRODUCTION OF THE NORTH LINE OF LOT 1 OF SAID BLOCK.



WOODWORTH AVE.

S 00°01'04" E 364.99'



THORNTON LAND SCREENING, INC.



8803 State Highway 16
 PO Box 249
 Gig Harbor, WA 98335
 T 253 858 8106
 F 253 858 7466
 thornltds.com



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID BRERETON *David*
DIRECTOR OF OPERATIONS
SUBJECT: ELECTRICAL REPAIRS TO LIFT STATION NO. 7
- CONTRACT AUTHORIZATION
DATE: MARCH 14, 2005

INTRODUCTION/BACKGROUND

The 2005 sewer operating budget provides for pump station maintenance and repairs. Lift Station No. 7 needs a new meter base and electrical repairs due to damage caused by a recent car accident.

In accordance with the city's Small Works Roster process, the city recently contacted three contractors from the Small Works Consultant Roster and requested price quotations to install one underground 100 amp service from the Peninsula Light Company pole to Lift Station No. 7. All three contractors responded with the following price quotations:

Madsen Electric	\$2,500.00
REP Electric	\$3,921.05
Delta Electric	\$5,351.94

The lowest price quotation received was from Madsen Electric in the amount of \$2,500.00, plus Washington state sales tax.

ISSUES/FISCAL IMPACT

General pump station maintenance and repair work was anticipated in the adopted 2005 Budget. Sufficient funds are available in the Sewer Operating fund for pump station No. 7 maintenance and repair. The city is seeking restitution for all costs associated to this accident from the driver of the vehicle.

RECOMMENDATION

I recommend that Council authorize the contract for the electrical repairs to Lift Station No. 7 to Madsen Electric in the amount of Two Thousand Five Hundred dollars (\$2,500.00), plus Washington state sales tax.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND
MADSEN ELECTRIC**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Madsen Electric, Inc., a Washington corporation, located and doing business at 3939 South Orchard Street, Tacoma, Washington 98466, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to install (1) one underground 100 amp service from the Peninsula Light Company pole to a close proximity to the existing lift station. Connect power from the new meter bases to the lift station, inclusive of electrical permit fees. Work excludes trenching, removal of existing overhead service pole and any permits required by the City of Gig Harbor. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Two thousand five hundred dollars and zero cents (\$2,500.00), plus sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties. The parties intend that an independent contractor - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and

unemployment insurance, are available from the City to the employees, agents, representatives or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before April 15, 2005. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

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

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

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

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

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

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

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

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

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

X. Insurance.

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

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

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

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

- D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

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

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

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

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

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

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

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

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

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

XVIII. 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.

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

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

Madsen Electric

By: *Rocky [Signature]*
Its President

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Madsen Electric
Attn: Tom McDonald, Manager
3939 South Orchard Street
Port Orchard, Washington 98466
(253) 383-4546

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

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

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

DATED: March 9, 2005

[Signature]
Notary Public in and for the
State of Washington,
Residing at ROY
My appointment expires: 03/23/08

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

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____

MADSEN ELECTRIC

February 23, 2005

City of Gig Harbor
Public Works Dept.
3105 Judson St.
Gig Harbor, WA 98335

Attention: Jerry Erb

Reference: Gig Harbor Sewage Treatment Lift Station

Dear Jerry,

Thank you for the opportunity to provide you with a cost proposal on the electrical work required for the above referenced project.

Scope of Work

- Install (1) underground 100 amp service from the Peninsula Power Company pole to a close proximity to the existing lift station. From the new meter base and disconnect, connect power to the lift station.

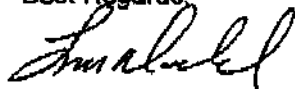
Proposed Cost \$2500.00

Includes Electrical Permits
Excludes Trenching

Excludes Removal of Existing Overhead Service Pole
Excludes any Permits Required by City of Gig Harbor

Please feel free to give me a call if you have any questions, 253-383-4546.

Best Regards,



Tom McDonald
Manager, Service Department
MADSEN ELECTRIC

3939 South Orchard Street
Tacoma, Washington 98466 (253) 383-4546
FAX (253) 591-7079
A Division of Carl T. Madsen Inc.
License # MADSEE*140Ps

"If it's electrical, it's our business."





COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *lsm*
CITY ENGINEER
SUBJECT: SKANSIE AVENUE PEDESTRIAN IMPROVEMENT PROJECT
CONTRACT AUTHORIZATION
DATE: MARCH 14, 2005

INTRODUCTION/BACKGROUND

A budgeted objective for 2005 includes the design and construction of curb, gutter, sidewalk, planter strip with minor storm drain improvements along the southern side of Rosedale Street and the western side of Skansie Avenue from the eastern property line of the Chapel Hill Church property to the northern property line of the Quiet Maples townhouse development. Preparation of plans, specifications, and estimate is required to establish the construction parameters for this project. The Washington State Transportation Improvement Board (TIB) has approved funding assistance in the amount of \$97,200.00 as part of their Small Cities Pedestrian Safety and Mobility Program (PSMP). The construction of this project is scheduled for August of 2005.

Hammond Collier Wade Livingstone (Consulting Engineers) was selected to perform the design work for this project based on their understanding of the project, familiarity with the area and extensive municipal roadway design experience.

POLICY CONSIDERATIONS

Hammond Collier Wade Livingstone is able to meet all of the city's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This project was identified in the Street Operating Fund, Objective No. 7 of the 2005 Budget. The contract amount is within the budgeted allocation of \$200,000.00 for this work.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with Hammond Collier Wade Livingstone for plans, specifications, and estimate in the amount not to exceed Twenty-two Thousand Nine Hundred Forty dollars and zero cents (\$22,940.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HAMMOND COLLIER WADE LIVINGSTONE**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Hammond Collier Wade Livingstone, a corporation organized under the laws of the State of Washington, located and doing business at 7502 Lakewood Drive West, Suite D, Lakewood, Washington 98499 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design and construction of the Skansie Avenue Pedestrian Improvement 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 March 3, 2005 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 Twenty-two thousand Nine hundred and Forty dollars and zero cents (\$22,940.00) 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 July 28, 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
Kenneth Gunther, P.E., Principal
Hammond Collier Wade Livingstone
7502 Lakewood Drive W, Suite D
Lakewood, Washington 98499
(253) 472-1992

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
By: 
its Principal PRESIDENT

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:

CONSULTANT

Kenneth Gunther, P.E., Principal
Hammond Collier Wade Livingston
7502 Lakewood Drive W., Suite D
Lakewood, Washington 98499
(253) 472-1992

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON

COUNTY OF King) ss.)

I certify that I know or have satisfactory evidence that Robin Nelson 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 authorized Representative of Hammond Collier Wade Livingstone Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 9, 2005

Mara L Elmer

MARA L. ELMER

(print or type name)

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

My Commission expires: 10/1/08



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 WORK

Scope of Work

Provide professional engineering design services for the Rosedale Street and Skansi Avenue project consisting of approximately 230 LF of curb, gutter, and sidewalk on the south side of Rosedale Street and approximately 260 LF of curb, gutter, and sidewalk on the west side of Skansi Avenue. The street improvements proposed for the project site include:

1. New curb and gutter on south side of Rosedale Street and west side of Skansi Avenue.
2. New 5½ foot concrete sidewalks per ADA standards both streets adjacent to 2-3 foot planter strip.
3. New or extended stormwater collection system near intersection, at low point in sag vertical curve and at the southerly end of Skansi Avenue.
4. Facilitate relocation or addition of above and below ground utility services within the project site as required for construction of the improvements.
5. New street pavement markings, illumination, and signage updates as needed.
6. No right-of-way acquisition is included in this scope of work.

The following tasks will be completed as part of the scope of work:

Project Management / Scoping – Project management tasks to include client correspondence, coordination with utility companies, schedule maintenance, and QA/QC review and design team and client meetings. Scoping tasks include a field review of project site and discussions with project stakeholders. Definition of stormwater / drainage issues, driveway access requirements, property impacts, transit facilities, utility conflicts and additions, and safety issues.

- 1.1. Project scoping
- 1.2. Project Meetings
- 1.3. Schedule monitoring, fee tracking
- 1.4. Invoicing
- 1.5. QA/QC and miscellaneous administrative duties

Topographic Survey – Secure topographic surveying by others and field review for location of existing improvements and existing conditions. Review for right-of-way centerlines, and existing right-of-way monumentation, existing ground contours and control points for future use. Prepare base maps of project site based upon survey information.

- 2.1. Secure and incorporate existing survey
- 2.2. Verify right-of-way and parcel identification and develop base map

Preliminary Engineering – Evaluate drainage and roadway section requirements. Evaluate horizontal and vertical alignments based upon cross-sectional impacts and design standards. Address slope conditions where needed. Determine conflicts with existing underground utilities. Evaluate illumination system based upon luminaire placement on existing poles to the maximum extent possible and fill in with new light standards where needed. Provide preliminary engineer's estimate.

- 3.1. Develop horizontal alignment
- 3.2. Develop vertical alignment
- 3.3. Analyze cross-sectional impacts



EXHIBIT A – SCOPE OF WORK

- 3.4. Preparation of preliminary plan / profile sheets
- 3.5. Preliminary storm drainage design
- 3.6. Coordination and definition of utility conflicts and updates / adjustments to utilities to be completed as part of project
- 3.7. Edge condition needs / slopes / retaining walls
- 3.8. Determine additional illumination needs existing poles and new light standards
- 3.9. Preliminary cost estimates for 60% and 90% submittals

Public Participation / Agency Review – Preparation of exhibits, 60% design plans to inform utilities and stakeholders of proposed alignment. Scheduling and conducting one meeting. Provide opportunity for discussion with project designers and gathering input from abutting property owners and City staff.

- 4.1. Preparation of exhibits
- 4.2. Stakeholder / agency review

Design Engineering – Preparation of completed plans, specifications and estimates for public bidding of the project. Plans to include plan / profile sheets, roadway sections, summary of quantities, drainage profiles and details, traffic control plans, construction staging plans, illumination details and plans, signing plans, and any other details required. Specifications based upon the 2004 APWA / WSDOT Standard Specifications including all TIB funding requirements. Final review with City personnel. Hammond Collier quality assurance review at 90% completed plans. Provide advertisement to the City for their publication. Prepare sufficient number of project manuals, including half size plan sheets, to supply to potential bidders, suppliers, and plan centers. Maintain plan-holders list, respond to questions from prospective bidders and prepare and distribute addenda as required. Attend bid opening, tabulate bids and recommend award. This scope of work assumes that all engineering services beyond contract award recommendations will be handled by the City.

- 5.1. Respond to stakeholder review
- 5.2. Design roadway section thicknesses
- 5.3. Finalize alignments, sections, curb returns
- 5.4. Finalize storm drainage design
- 5.5. Assist with coordination and scheduling of utility relocations
- 5.6. Final design illumination system (as needed)
 - 5.7. Final design sloping and / or retaining walls
- 5.8. Finalize driveway tie-ins and mitigation of any private property impacts
- 5.9. Secure construction permits / right-of-entry where work will extend onto private property
- 5.10. Final conflict check and design of any revisions to utilities
- 5.11. Final design of signing, canalization, and traffic control / construction staging plans
- 5.12. Finalize construction details
- 5.13. Provide updated design information to utilities
- 5.14. Provide final plans for final review by City and in-house staff
- 5.15. Respond to any review comments
- 5.16. Specifications
- 5.17. Final quantity take offs and engineers estimate
- 5.18. Engineering services advertisement through award recommendation.



EXHIBIT A – SCOPE OF WORK

Documents to Be Furnished By the Consultant

Project Plans, Specifications and Bid Documents, and engineer's estimate for public bidding of the project improvements, all in accordance with the 2004 APWA / WSDOT Standard Specifications. Consultant will furnish approximately 30 half-size copies for potential bidding contractors, suppliers, and plan centers. In addition, three sets of full-size plans each will be provided to the Contractor and City.

One copy each of cross-sections will be provided to the Contractor and City.

Bid tabulations.

Electronic copies of Plans in AutoCAD format and Specifications in Microsoft Word format.

Items to Be Furnished By the City of Gig Harbor

Topographic Survey and Right-of-Way Survey as provided by others in electronic format.

As-built mapping for roadways, right-of-ways and utilities.

Provide meeting location for any stakeholders involvement meeting if requested.

Copy of Completed SEPA checklist following determination by the City.

Exclusions from Scope

This scope of work does not include any environmental permitting or analysis by the Consultant.

All environmental requirements will be completed by the City.



EXHIBIT B -- DESIGN FEE

EXHIBIT B

PROFESSIONAL SERVICES ENGINEERING AGREEMENT

PREPARED FOR: CITY OF GIG HARBOR

TITLE: ROSEDALE STREET & SKANSI AVENUE FRONTAGE IMPROVEMENTS

DATE: MARCH 1, 2005

TASK NO.	TASK DESCRIPTION	Principal Engineer Ken Gumbier, PE	Project Manager Leticia Neal, PE	CAD Operator	Word Processing	Fee Schedule
1.0	PROJECT MANAGEMENT					
1.1	SCOPING		3			\$282
1.2	MEETINGS		6			\$564
1.3	SCHEDULE AND FEE TRACKING		5			\$470
1.4	INVOICING		5	2		\$566
1.5	QA/QC	12	12			\$2,784
		12	31	0	2	\$4,666
2.0	TOPOGRAPHIC SURVEY					
2.1	SECURE AND INCORPORATE EXISTING SURVEY		1	4		\$382
2.2	PREPARATION OF BASE MAPS		2	6		\$620
		0	3	10	0	\$1,002
3.0	PRELIMINARY ENGINEERING					
3.1	HORIZONTAL ALIGNMENT		3	6		\$714
3.2	VERTICAL ALIGNMENT		3	6		\$714
3.3	CROSS SECTIONAL IMPACTS		3	8		\$858
3.4	PRELIMINARY PLAN / PROFILE SHEET PREPARATION		6	16		\$1,716
3.5	PRELIMINARY STORM DRAINAGE		6	4		\$852
3.6	PRELIMINARY CONTACT WITH OTHER UTILITY REPRESENTATIVES		2			\$188
3.7	RETAINING WALLS AND/OR EASEMENT NEEDS		2	3		\$404
3.8	CONTACT PSE REGARDING LUMINARIES ON EXISTING POLES, DETERMINE ADDITIONAL ILLUMINATION REQUIREMENTS		4			\$376
3.9	60% AND 90% PRELIMINARY COST ESTIMATES		2	4		\$476
		0	31	47	0	\$6,298

HAMMOND COLLIER
WADE LIVINGSTONE



EXHIBIT B - DESIGN FEE

EXHIBIT B

TASK NO.	TASK DESCRIPTION	Principal Engineer Ken Gunther, PE	Project Manager Leticia Neal, PE	CAD Operator	Word Processing	Fee Schedule
4.0	PUBLIC PARTICIPATION/AGENCY REVIEW					
4.1	EXHIBITS		4	4		\$664
4.2	STAKEHOLDER/AGENCY REVIEW		6			\$564
		0	10	4	0	\$1,228
5.0	DESIGN ENGINEERING					
5.1	RESPOND TO STAKEHOLDER REVIEW		2	2		\$332
5.2	PAVEMENT SECTION AND MATERIALS REVIEW	1	2			\$326
5.3	FINALIZE ALIGNMENTS, SECTIONS, CURB RETURNS		4	2		\$520
5.4	STORM DRAINAGE SYSTEM PLAN		6	8		\$1,140
5.5	UTILITY RELOCATIONS		4	2		\$520
5.6	ILLUMINATION DESIGN		4	3		\$592
5.7	SLOPES AND/OR RETAINING WALLS		4	2		\$520
5.8	PRIVATE PROPERTY IMPACTS, DRIVEWAY MATCHINGS		2	1		\$260
5.9	SECURE CONSTRUCTION PERMITS / RIGHTS OF ENTRY		2			\$188
5.10	UTILITY CONFLICT CHECK, INCLUDING WATER & SEWER		4	2		\$520
5.11	SIGNAGE AND CHANNELIZATION PLAN		2	4		\$476
5.12	DETAILS		4	8		\$952
5.13	UPDATED INFORMATION TO UTILITIES		2	1		\$260
5.14	PRELIMINARY PSE PACKAGE FOR REVIEW BY CLIENT		4	2		\$520
5.15	RESPONSE TO REVIEWS		6	3		\$780
5.16	SPECIFICATIONS		8			\$752
5.17	FINAL QUANTITY TAKE OFFS AND ENGINEER'S ESTIMATE		4	2		\$520
5.18	ENGINEERING SERVICES: ADVERTISEMENT THROUGH AWARD RECOMMENDATION		4		4	\$568
		1	68	42	4	\$9,746
	PROJECT TOTAL	13	143	103	6	\$22,940

Billing Rate \$138.00 \$94.00 \$72.00 \$48.00

\$22,940

Estimated Reimbursables Total (reprographics, mileage, postage, film) \$500.00

HAMMOND COLLIER
WADE LIVINGSTONE





NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 3/04/05

UBI: 602-428-646-001-0001

License: 084215 - 1U County: 27
Tradename: MARKETPLACE GRILLE
Loc Addr: 8825 N HARBORVIEW DR STE C & D
GIG HARBOR WA 98332-2149
Mail Addr: 4418 ROSEDALE ST APT 1
GIG HARBOR WA 98335-1800
Phone No.: 253-858-3487 AMANDA FREDERICKS

APPLICANTS:
FREDERICKS, AMANDA J
1983-12-26

Privileges Applied For:
BEER/WINE REST - BEER/WINE

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

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 3/03/05

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20050630

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 GIG HARBOR FARMERS MARKET ASSO	GIG HARBOR FARMERS MARKET ASSOCIATION 3500 HUNT ST GIG HARBOR WA 98335 0000	085415	FARMERS MARKET FOR BEER/WINE
2 THE GREEN TURTLE LLC	THE GREEN TURTLE 2905 HARBORVIEW DR GIG HARBOR WA 98335 0000	078190	BEER/WINE REST - BEER/WINE
3 THE ROSE OF GIG HARBOR, L.L.C.	THE ROSE OF GIG HARBOR 3202 HARBORVIEW DR GIG HARBOR WA 98335 2125	086344	BEER/WINE REST - BEER/WINE

MAR - 8 2005



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEVE OSGUTHORPE, AICP SO.
PLANNING MANAGER
SUBJECT: FIRST READING OF ORDINANCE ADOPTING A HISTORIC
PRESERVATION ORDINANCE
DATE: MARCH 14, 2005

INFORMATION/BACKGROUND

Attached for the Council's review is a draft ordinance adopting a new chapter containing standards pertaining to historic preservation. The purpose of the standards is to encourage historic preservation in the city through the establishment of procedures for identifying and nominating historic properties for placement on a local register, for reviewing proposed changes to historic properties that owners have voluntarily placed on the local register, and for encouraging retention of historic properties through a special tax incentive called "special valuation." This would require the establishment of a local review board, which would be responsible for carrying out the above objectives. Once established, the city may then be eligible for Certified Local Government (CLG) status, which is an official recognition by the State that the city qualifies for all grants, resources and helps that are available from and administered to the State through the Department of the Interior.

The local review board administers the various provisions of historic preservation and special valuation. In conjunction with the proposed historic preservation ordinance, therefore, is a separate ordinance amending Chapter 2.21 designating the Design Review Board (DRB) as the Local Review Board (LRB). The ordinance amending Chapter 2.21 is more fully addressed separately.

The proposed historic preservation ordinance has been reviewed by the DRB. The DRB voted unanimously to forward a positive recommendation to the Planning Commission and City Council.

The Planning Commission held a public hearing on this ordinance on March 3, 2005. There was no public opposition to the proposed ordinance. After the hearing, the Planning Commission suggested a few minor changes for clarification purposes then voted unanimously to forward a positive recommendation to the City Council. The changes recommended by the Planning Commission are incorporated into the attached draft ordinance.

POLICY CONSIDERATIONS

Comprehensive Plan: The Design Element of the City of Gig Harbor's Comprehensive Plan has several goals and policies related to historic preservation. The proposed historic preservation ordinance is consistent with, and furthers the goals of, these goals and policies.

Gig Harbor Municipal Code: Chapter 2.21 defines the role of the DRB and also member responsibilities and qualifications.

ENVIRONMENTAL REVIEW

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on this proposal on January 28, 2005. The comment deadline on the DNS was February 18, 2005. The DNS is now final.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this proposal.

RECOMMENDATION

This is first reading of the ordinance only. The staff will recommend approval of the ordinance as drafted at the second reading, which is scheduled for March 28, 2005.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO HISTORIC PRESERVATION, ADDING A NEW CHAPTER 17.97 TO THE GIG HARBOR MUNICIPAL CODE ESTABLISHING PROCEDURES FOR THE VOLUNTARY DESIGNATION OF PROPERTIES TO THE CITY REGISTER OF HISTORIC PROPERTIES; DESCRIBING THE CRITERIA FOR DETERMINING DESIGNATION IN THE CITY'S REGISTER; EXPLAINING THE EFFECT OF SUCH DESIGNATION, INCLUDING THE PROPERTY'S ELIGIBILITY FOR SPECIAL TAX VALUATION; DESCRIBING THE PROCESS FOR MAINTENANCE AND MONITORING OF SUCH PROPERTIES; DELEGATING THE AUTHORITY FOR IMPLEMENTATION TO THE DESIGN REVIEW BOARD; AUTHORIZING THE DESIGN REVIEW BOARD TO ENTER INTO AGREEMENTS WITH PROPERTY OWNERS TO REQUIRE COMPLIANCE WITH RCW 84.26.050(2); ADDING DEFINITIONS AND AN APPEAL PROCESS FOR DECISION MAKING

WHEREAS, the historical structures, sites and districts in the City of Gig Harbor are an integral part of the heritage, education, economic base and visual quality of the City; and

WHEREAS, the recognition, enhancement, perpetuation and continued use of the City's historic resources will promote civic pride and the prosperity and general welfare of the City's inhabitants, and

WHEREAS, the City of Gig Harbor wishes to encourage preservation of its historic resources; and

WHEREAS, Chapter 84.26 of the Revised Code of Washington (RCW) declares that it is in the public interest of the people of the state of Washington to encourage maintenance, improvement, and preservation of privately owned historic landmarks, and to achieve this end provides for a local review board with duties to include determining that properties are eligible historic properties and entering into a maintenance covenant with the owner for the duration of the special valuation; and

WHEREAS, the purpose of this ordinance is therefore to provide for the identification, enhancement, perpetuation and use of historic resources within the City of Gig Harbor in order to:

1. Safeguard the heritage of the City as represented by those sites, buildings, districts structures and objects which reflect significant elements of the City's history.
2. Strengthen the economic vitality of the City of Gig Harbor by promoting the stabilization and improvement of property values in historic areas, and by maintaining those structures that contribute to the City's visual quality and identity.
3. Foster civic and neighborhood pride in the beauty and accomplishments of the past, and a sense of identify based on the City's history.
4. Protect and enhance the City's ability to attract tourists and visitors, thereby stimulating the local economy.
5. Assist, encourage and provide incentives to private owners for preservation, restoration, redevelopment and use of outstanding historic buildings, districts, structures, objects and sites.
6. Promote and facilitate the early identification and resolution of conflicts between the preservation of historic resources and alternative land uses.
7. Conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment; and
- 8.

WHEREAS, the City SEPA Responsible Official issued a _____ on _____ for this Ordinance; and

WHEREAS, on _____, a copy of this Ordinance was sent to the Washington State Department of Community Trade and Development; and

WHEREAS, on _____, the Planning Commission held a public hearing on this Ordinance and _____:

WHEREAS, on _____, the City Council considered the Planning Commission's recommendation at a regular City Council meeting; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. A new chapter 17.97 is hereby added to Gig Harbor Municipal Code, which shall read as follows:

**Chapter 17.97
Historic Preservation**

17.97.010 Purpose. The purpose of this chapter is to provide for the identification, evaluation, designation and protection of designated historic and prehistoric resources within the boundaries of the City of Gig Harbor, and preserve and rehabilitate eligible historic properties within the City for future generations through special valuation, a property tax incentive, as provided in chapter 84.26 RCW, in order to:

A. Safeguard the heritage of the City as represented by those buildings, districts, objects, sites and structures which reflect significant elements of the City's history;

B. Foster civic and neighborhood pride in the beauty and accomplishments of the past, and a sense of identity based on the City's history;

C. Stabilize or improve the aesthetic and economic vitality and values of such sites, improvements and objects;

D. Assist, encourage, and provide incentives to private owners for voluntary preservation, restoration, redevelopment and use of outstanding historic buildings, districts, objects, sites and structures;

E. Promote and facilitate the early identification and resolution of conflicts between preservation of historic resources and alternative land uses; and

F. Conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment.

17.97.020. Definitions. The following words and terms when used in this chapter shall mean as follows, unless a different meaning clearly appears from the context:

A. "Historic Inventory" or "Inventory" means the comprehensive inventory of historic and prehistoric resources within the boundaries of the City of Gig Harbor.

B. "Design Review Board" or "DRB" is the board established to carry out the provisions of this Chapter as created by Chapter 2.21, GHMC.

C. "Register of Historic Places," "Local Register," or "Register," means the listing of locally designated properties provided for in Section 17.97.040.

D. "Actual Cost of Rehabilitation" means costs incurred within twenty-four months prior to the date of a special valuation application and directly resulting from one or more of the following: (1) improvements to an existing building located on or within the perimeters of the original structure; or (2) improvements outside of but directly attached to the original structure which are necessary to make the building fully useable but shall not include rentable/habitable floor-space attributable to new construction; or (3) architectural and engineering services attributable to the design of the improvements; or (4) all costs defined as "qualified rehabilitation expenditures" for purposes of the federal historic preservation investment tax credit.

E. "Building" is a structure constructed by human beings. This includes both residential and nonresidential buildings, main and accessory buildings.

F. "Certificate of Appropriateness" means the document indicating that the DRB has reviewed the proposed changes to a local register property and certified the changes as not adversely affecting the historic characteristics of the property which contribute to its designation.

G. "Certified Local Government" or "CLG" means the designation reflecting that the local government has been jointly certified by the State Historic Preservation Officer and the National Park Service as having established its own historic preservation commission and a program meeting Federal and State standards.

H. "Class of properties eligible to apply for Special Valuation" means all properties within the City of Gig Harbor listed on the National Register of Historic Places which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in chapter 84.26 RCW, until the City becomes a Certified Local Government. Once a CLG, the class of properties eligible to apply for Special Valuation in the City means City historic properties listed on the City's Register of Historic Places or properties certified as contributing to a City Historic Register or Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in chapter 84.26 RCW.

I. "Cost" means the actual cost of rehabilitation, which cost shall be at least twenty-five percent of the assessed valuation of the historic

property, exclusive of the assessed value attributable to the land, prior to rehabilitation.

J. "Emergency Repair" means work necessary to prevent destruction or dilapidation to real property or structural appurtenances thereto immediately threatened or damaged by fire, flood, earthquake or other disaster.

K. "Historic Property" means real property, together with improvements thereon, except property listed in a register primarily for objects buried below ground, which is listed in a local register of a Certified Local Government or the National Register of Historic Places.

L. "Incentives" are such rights or privileges or combination thereof which the City or other local, state or federal body or agency, by virtue of applicable present or future legislation, may be authorized to grant or obtain for the owner(s) of Register properties. Examples of economic incentives include but are not limited to, tax relief, transfer of development rights, façade easements, preferential leasing policies, beneficial placement of public improvements or amenities.

M. "Local Review Board" used in chapter 84.26 RCW and chapter 254-20 WAC for the special valuation of historic properties means the Design Review Board created by Chapter 2.21, GHMC.

N. "National Register of Historic Places" means the national listing of properties significant to our cultural history because of their documented importance to our history, architectural history, engineering, or cultural heritage.

O. "Object" means a thing of functional, aesthetic, cultural, historical or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

P. "Ordinary Repair and Maintenance" means work for which a permit issued by the City is not required by law, and where the purpose and effect of such work is to correct any deterioration or decay of or damage to the real property or structure appurtenance therein and to restore the same, as nearly as may be practicable, to the condition prior to the occurrence of such deterioration, decay or damage.

Q. "Owner" of property is the fee simple owner of record as exists on the records of the Pierce County Assessor.

R. "Significance" or "significant" used in the context of historic significance means the following: a property with local, state or national

significance is one which helps in the understanding of the history or prehistory of the local area, state or nation (whichever is applicable) by illuminating the local, statewide, or nationwide impact of the events or persons associated with the property, or its architectural type or style in information potential. The local area can include the City of Gig Harbor, Pierce County or Puget Sound, Washington, or a modest geographic or cultural area, such as a neighborhood. Local significance may apply to a property that illustrates a theme that is important to one or more localities; state significance to a theme important to the history of the state; and national significance to property of exceptional value in representing or illustrating an important theme in the history of the nation.

S. "Site" is a place where a significant event or pattern of events occurred. It may be the location of prehistoric or historic occupation or activities that may be marked by physical remains; or it may be the symbolic focus of a significant event or pattern of events that may not have been actively occupied. A site may be the location of ruined or now non-extant building or structure of the location itself possesses historic, cultural or archaeological significance.

T. "Special Valuation for Historic Properties" or "Special Valuation" or "Special Property Tax Valuation" means the local option program which when implemented makes available to property owners a special tax valuation for rehabilitation of historic properties under which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation (chapter 84.26 RCW).

U. "State Register of Historic Places" means the state listing of properties significant to the community, state, or nation, but which may or may not meet the criteria of the National Register.

V. "Structure" is a work made up of interdependent and interrelated parts in a definite pattern of organization. Constructed by man, it is often an engineering project.

W. "Waiver of a Certificate of Appropriateness" or "Waiver" means the document indicating that the DRB has reviewed the proposed whole or demolition of a local register property and failing to find alternatives to demolition has issued a waiver of a Certificate of Appropriateness which allows the building or zoning official to issue a permit for demolition.

X. "Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties" or "State Advisory's Council's Standards" means the rehabilitation and maintenance standards used by the City Design Review Board as minimum requirements for

determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified.

17.97.040. Register of Historic Places.

A. Criteria for Determining Designation in the Register. Any building, structure, or site may be designated for inclusion in the City of Gig Harbor Historic Preservation Register if it is significantly associated with the history, architecture, archaeology, engineering, or cultural heritage of the community, if it has integrity; is at least 50 years old, or is of lesser age and has exceptional importance; and if it falls in at least one of the following categories:

1. Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;
2. Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction.
3. Is an outstanding work of a designer, builder, or architect who has made a substantial contribution to the art.
4. Exemplifies or reflects special elements of the City's cultural, special, economic, political, aesthetic, engineering, or architectural history;
5. Is associated with the lives of persons significant in national, state or local history;
6. Has yielded or may be likely to yield important archaeological information related to history or prehistory;
7. Is a building or structure removed from its original location but which is significant primarily for architectural value, or which is the only surviving structure significantly associated with a historic person or event;
8. Is a birthplace or grave of a historical figure of outstanding importance and is the only surviving structure or site associated with that person;
9. Is a cemetery which derives its primary significance from age, from distinctive design features, or from association with historic events, or cultural patterns;
10. Is a reconstructed building that has been executed in an historically accurate manner on the original site;
11. Is a creative and unique example of folk architecture and design created by persons not formally trained in the architectural or design professions, and which does not fit into formal architectural or historical categories.

B. Process for Designating Properties to the City Register of Historical Properties.

1. Property owners may nominate a building, structure, site, or object for inclusion in the City Register of Historical Properties. Members of the

DRB or the DRB as a whole may generate nominations and may sponsor nominations submitted by members of the public. In its designation recommendation, the DRB shall consider the City's historic property Inventory and the City Comprehensive Plan, and shall recommend inclusion on the Register only if the owner is willing to have his/her property included on the Register.

2. In the case of individual properties, the designation shall include the tax parcel number, a full legal description of the property, references and all features – interior and exterior – and outbuildings that contribute to its designation.

3. The DRB shall consider the merits of the nomination, according to the criteria in Section 17.97.040(A) at a public meeting. Notice shall be provided to the public and the owner(s) of the property, and the authors of the nomination, as provided in Chapter 17.98.050(B)(5)(a). If the DRB finds that the nominated property is eligible for the City's Register of Historical Properties, the DRB shall make recommendation to the City Council that the property be listed in the register with the owner's consent. The City Council shall make a final determination according to the criteria in Section 17.97.040(A). The property owners and the authors of the nomination, if different, shall be notified of the listing.

4. Properties listed in the City's Register of Historical Properties shall be recorded on official zoning records with an "HR" (for Historic Register) designation. This designation shall not change or modify the underlying zone classification.

C. Removal of Properties from the Register. In the event that any property is no longer deemed appropriate for designation to the City's Register of Historical Properties, the DRB may initiate removal from such designation by the same procedure as provided for in establishing the designation, Section 17.97.040(B). The City Council makes the final decision on a proposed removal of property from the City's Register of Historical Properties. A property may be removed from the City's Register of Historical Properties without the owner's consent, and the City Council shall remove the property from the City's Register if the owner requests removal.

D. Effects of Listing on the Register.

1. Listing on the City Historical Register is an honorary designation denoting significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually.

2. Prior to the commencement of any work on a register property, excluding ordinary repair and maintenance and emergency measures defined in

Section 17.97.020(K), the owner must request and receive a Certificate of Appropriateness from the DRB for the proposed work. Violation of this rule shall be grounds for the DRB to review the property for removal from the register.

3. Prior to whole or partial demolition of a register property, the owner must request and receive a waiver of a Certificate of Appropriateness.

4. Once the City is certified as a Certificated Local Government (CLG), all properties on the City Historic Register may be eligible for Special Tax Valuation on their rehabilitation (Section 17.97.020(U)).

17.97.050. Review of Changes to Properties Listed on the City's Register of Historic Places.

A. Review Required. No person shall change the use, construct any new building or structure, or reconstruct, alter, restore, remodel, repair, move, or demolish any existing property on the City Historic Register without review by the DRB and without receipt of a Certificate of Appropriateness, or in the case of demolition, a waiver, as a result of the review.

B. Exemptions. Ordinary repair and maintenance – which includes painting – or emergency measures defined in Section 17.97.020(K), do not require a Certificate of Appropriateness.

C. Review Process.

1. Application for Review and Issuance of a Certificate of Appropriateness or Waiver.

A complete application for a Certificate of Appropriateness or waiver shall include the following:

- a. A completed application on a form provided by the Community Development Department;
- b. A written description of the existing use of the registered structure and the proposed use of the registered structure.
- c. Comprehensive exterior photographs showing all exterior facades of the registered structures, and close-up photographs of all existing architectural detailing and characteristics of the structure (e.g., siding, trim, turnings, braces, window design). If available, historic photos that show the structure's original or earlier design and detailing.
- d. Comprehensive interior photographs showing room layouts and architectural features and details, (e.g., door and trim design, wall finishes and textures, arches, niches, stair details, window design, wall panels, ceiling panels, and

fixtures). Interior photographs are necessary only for special valuation applications.

d. A written description of the proposed changes to the registered structure, including:

i. Information on building materials proposed for removal and/or replacement, and stated reasons for removal or replacement as opposed to repair and retention;

ii. Changes to door and window design (fenestration);

iii. Changes to siding, trim and architectural detailing.

iii. Changes to the existing massing or form of the building, including additions, demolitions, roof modifications, and enclosure of porches, decks, etc..

e. Elevation drawings, minimum ¼ inch scale, depicting the structure with all proposed changes (except demolitions);

f. A written description of proposed cleaning, refinishing or resurfacing techniques, explaining how retained historic materials will be protected and preserved.

g. A description of existing exterior building colors, original building colors (if known) and proposed building colors.

h. A statement explaining how the applicant believes the proposed changes meet the criteria for approval outlined in Section 17.95.050(C)(3), GHMC.

i. A written waiver acknowledging that the application will not be processed under GHMC Title 19.

2. Review of permits to work on a property listed on the Register of Historical Properties. The community development director or designee shall report any application for a permit to work on a designated City Register property to the DRB. If the activity is not exempt from review, the staff shall notify the applicant of the review requirements. The City shall not issue any permit for work on a designated City Register property until a Certificate of Appropriateness or a waiver is received from the DRB, but shall work with the DRB in providing information on required building and fire code requirements.

3. DRB Review. All applications for a certificate of appropriateness or a waiver shall be forwarded to the DRB for review and final decision. The DRB shall hold a public meeting on the application and review the proposed work according to the criteria listed in GHMC Section 17.95.050(C)(4). The DRB shall issue a written decision within 30 days after the public meeting on the application. The DRB's processing of an application is exempt from project permit processing in GHMC Title 19, with the exception of the appeal provisions of Chapter 19.06 GHMC.

The DRB's decision shall be in writing and shall state the findings of fact and conclusions relied upon for the decision. Any conditions agreed to by the applicant in this review process shall become conditions of approval of the Certificate of Appropriateness. If the owner agrees to the DRB's decision and all conditions pertaining to the decision, a Certificate of Appropriateness shall be

granted by the DRB, and the City may issue permits for the proposed work. If the owner does not agree with the DRB's decision, then permits may be issued only if the structure is removed from the City's Historic Register under the provisions of Section 17.97.040(C). Issuance of any permit pursuant to this chapter shall not provide an exemption from compliance with any other applicable code or ordinance.

4. Criteria for Certificate of Appropriateness Approval. The following standards for rehabilitation and maintenance of historic properties (based upon the Washington State Advisory Council standards for rehabilitation and maintenance of historic properties in WAC 254-20-100) shall be the basis for the DRB's decision on a Certificate of Appropriateness:

a. Rehabilitation.

i. Every reasonable effort shall be made to provide a compatible use for an historic property which requires minimal alteration of the building, structure, or site and its environment, or to use an historic property for its originally intended purpose.

ii. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

iii. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.

iv. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

v. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site shall be treated with sensitivity.

vi. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplication of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

vii. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.

viii. Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to, any project.

ix. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical architectural or cultural material, and such design is

compatible with the size, scale, color, material, and character of the property, neighborhood, or neighborhood, and when such design is consistent with all other applicable design and development regulations.

x. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

b. Maintenance.

i. Buildings and structures shall not be allowed to deteriorate beyond the point where routine maintenance and repair will return them to good condition.

ii. Buildings shall be kept in a safe and habitable condition at all times. Structural defects and hazards shall be corrected. Any condition which constitutes a fire hazard shall be eliminated.

iii. Buildings shall be protected against ongoing water damage due to defective roofing, flashing, glazing, caulking, or other causes. Moisture condensation resulting from inadequate heat or ventilation shall be eliminated if present at levels sufficient to promote rot or decay of building materials.

iv. Deteriorated exterior architectural features and any broken or missing doors and windows shall be repaired or replaced.

v. Painted exterior surfaces shall be maintained and repainted as necessary to prevent a deteriorated appearance or damage to the substrate. Exterior masonry surfaces shall be tuck pointed where required to maintain the mortar in sound condition. Finished tuck pointing shall match the original mortar joint in hardness and appearance.

5. Demolition. A waiver of the Certificate of Appropriateness is required before a permit may be issued to allow whole or partial demolition of a designated City historic property. The owner or his/her agent shall apply to the DRB for a review of the proposed demolition and request a waiver. The waiver shall be placed on the DRB's meeting agenda, and the DRB and applicant shall discuss and consider alternatives to demolition. Additional meetings on the waiver may be held up to 45 calendar days after the initial meeting of the DRB on the waiver, unless either party requests an extension and the owner agrees in writing to the extension beyond the 45 days. If no request for an extension is made and no alternative to demolition has been agreed to, the DRB shall issue the waiver from the Certificate of Appropriateness. When issuing a waiver, the DRB may request the owner to mitigate the loss of the City Historic Register property by means determined by the DRB. Mitigation may include, but not be limited to: retention of site improvements, structural accessories, materials or design motifs that could be incorporated into new site development; documentation of the historic property, which may include an Historic American Building Survey (HABS); historic plaques or monuments placed on the site to provide information of the site and importance of the historic structure. Any conditions recommended by the DRB may be voluntarily complied with by the applicant. After the property is demolished, the DRB shall initiate removal of the property from the register.

6. Appeal of Approval or Denial of a Waiver of a Certificate of Appropriateness. The DRB's decision regarding a waiver of a Certificate of Appropriateness may be appealed to the City Council within ten working days under the provisions of Chapter 19.06 GHMC. The appeal must state the grounds upon which the appeal is based.

17.97.060. Review and Monitoring of Properties for Special Property Tax Valuation. Special valuation for historic properties makes available to property owners a special tax valuation for rehabilitation of historic properties under which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation (chapter 84.26 RCW).

A. Eligible Properties for Special Property Tax Valuation. The class of historic property eligible to apply for Special Valuation in the City means all properties listed on the National Register of Historic Places or certified as contributing to a National Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in chapter 84.26 RCW, until the City becomes a Certified Local Government (CLG). Once a CLG, the class of property eligible to apply for Special Valuation in the City means all properties listed in the City Register which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in chapter 84.26 RCW.

B. Application for Special Property Tax Valuation. Application for special valuation is made at the Pierce County Assessor's office. The Assessor then forwards applications to the City for review and a decision by the local review board (DRB).

C. Contents of a complete application. A complete application for Special Valuation shall consist of the following documentation:

1. All information required by the Pierce County Assessor's office for a complete application.
2. A legal description of the historic property;
3. Comprehensive exterior and interior photographs of the historic property before and after rehabilitation;
4. Architectural plans or other legible drawings depicting the completed rehabilitation work, and
5. A notarized affidavit attesting to the actual cost of the rehabilitation work completed prior to the date of application and the period of time during which the work was performed and documentation of both to be made available to the DRB upon request.

D. Time Frame for Processing Applications for Special Property Tax Valuation.

1. Applications for special property tax valuation forwarded to the City by the Pierce County Assessor shall be reviewed by the DRB before December 31 of the calendar year in which the application is made, provided the application is submitted in time to be reviewed by the DRB before the end of the calendar year.

2. DRB decisions regarding the applications shall be filed with the assessor within ten calendar days of issuance.

E. Application Review Procedures. Applications for special property tax valuation shall be processed as follow:

1. The assessor forwards the application to the City Community Development Department, which determines if the application is complete.

2. The DRB reviews the application(s) and determines if the properties meet the criteria set forth in Section 17.97.060(C)(1) of this chapter.

a. If the DRB finds the properties meet the criteria for approval, then, on behalf of the City, it enters into a Historic Preservation Special Valuation Agreement set forth Section 17.97.060(D) of this chapter with the owner. Upon execution of the agreement between the owner and DRB, the DRB approves the application(s).

b. If the DRB determines the properties do not meet all the criteria, then it shall deny the application(s).

3. The DRB provides its decisions in writing and states the facts upon which the approvals or denials are based. The Community Development Department then files copies of the decision with the Pierce County Assessor.

4. For approved applications, the Community Development Department:

a. Forwards copies of the agreements, applications and supporting documentation (as required by WAC 254-20-090(4) and identified in Section 17.97.060(C)(2) of this chapter), to the Pierce County Assessor.

b. Notifies the state review board that the properties have been approved for special valuation.

5. For approved applications, the DRB:

a. Monitors the properties for continued compliance with the terms of the special valuation agreement with the property owner.

b. Determines whether or not properties are disqualified from special valuation either because of

i. The owner's failure to comply with the terms of the agreement or

ii. Because of a loss of historic value resulting from physical changes to the building or site.

6. For disqualified properties, in the event that the DRB concludes that a property is no longer qualified for special valuation, the DRB shall notify the owner, assessor and state review board in writing and state the fact supporting its findings.

F. Property Review Criteria. In its review the DRB shall determine if the properties meet all the following criteria:

1. The property is historic property;
2. The property is included within a class of historic property determined eligible for Special Valuation by the City under Section 17.97.040 of this chapter;
3. The property has been rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) (and identified in Section 17.97.020(I) of this chapter) within twenty-four months prior to the date of application; and
4. The property has not been altered in any way which adversely affects those elements which qualify it as historically significant as determined by applying the Standards for the Rehabilitation and Maintenance of Historic Properties listed in Section 17.97.050(C)(4) of this chapter.
5. Rehabilitation work done after the property was placed on the national or local register of historic structures and within the past 24 months received or is eligible to receive a Certificate of Appropriateness as required in Section 17.97.050 of this chapter.

6. Rehabilitation and Maintenance Criteria. The Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties in WAC 254-20-100 shall be used by the DRB as minimum requirements for determining whether or not a historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified.

G. Agreement. The following historic preservation special valuation agreement shall be used by the DRB as the agreement necessary to comply with the requirements of RCW 84.26.050(2).

This Historic Preservation Agreement is entered into on this ___ day of _____ 20__ by and between _____ (hereinafter referred to as APPLICANT) and the Design Review Board (DRB) (hereinafter referred to as LOCAL REVIEW BOARD).

WHEREAS APPLICANT is the owner of record of the historic property commonly known as _____, located at _____, State of Washington, as more fully described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as PROPERTY); and

WHEREAS APPLICANT has requested special valuation of the PROPERTY pursuant to chapter 84.26. RCW; and

WHEREAS the LOCAL REVIEW BOARD has determined that the property has been substantially rehabilitated within the two year period preceding the date of application and the actual cost of said rehabilitation equals or exceeds twenty-five percent of the assessed valuation of the PROPERTY prior to the improvements; and

WHEREAS the LOCAL REVIEW BOARD has verified that the PROPERTY is historic property that falls within a class of property determined eligible for special valuation by local ordinance or administrative rule; and

WHEREAS the LOCAL REVIEW BOARD finds that the rehabilitation work has not altered the PROPERTY in any way which adversely affects those elements which qualify it as historically significant;

NOW THEREFORE, in recognition of the foregoing, the APPLICANT enters into this AGREEMENT with the LOCAL REVIEW BOARD and agrees to adhere to the following terms and conditions for the ten-year period of the special valuation classification:

1. APPLICANT agrees to comply with the Washington State Advisory Council's Standards for the Maintenance and Rehabilitation of Historic Property as set forth in Exhibit B, which is attached hereto and by this reference incorporated herein.
2. APPLICANT agrees the property shall not be altered without the prior written consent of the LOCAL REVIEW BOARD signed by a duly authorized representative thereof. No construction, alteration or remodeling or any other action shall be undertaken or permitted to be undertaken which would affect the historic character of the PROPERTY which classifies it as eligible for special valuation, or which would affect the appearance of the PROPERTY as depicted in the photographs attached hereto and incorporated herein by this reference as Exhibits ____ through ____, or which would adversely affect the structural soundness of the PROPERTY; provided, however, that the reconstruction, repair, repainting, or refinishing of presently existing parts or elements of the PROPERTY subject to this Agreement, damage to which has resulted from casualty loss, deterioration or wear and tear, shall be permitted without the prior approval of the LOCAL REVIEW BOARD, provided that such reconstruction, repair, repainting, or refinishing is performed in a manner which will not alter the appearance of those elements of the PROPERTY subject to this AGREEMENT as they are as of this date. Exterior changes which shall require the consent of the LOCAL REVIEW BOARD shall include, but not be limited to, any substantial structural change or any change in design, color or materials.
3. APPLICANT agrees the PROPERTY shall not be demolished without prior written consent of the local review board.

4. APPLICANT agrees to make historic aspects of the PROPERTY accessible to the public one day each year if the PROPERTY is not visible from a public right of way.
5. APPLICANT agrees to monitor the PROPERTY for its continued qualification for special valuation and notify the Pierce County Assessor within 30 days if the PROPERTY becomes disqualified because of
 - a. a loss of historic integrity,
 - b. sale or transfer to new ownership exempt from taxation, or
 - c. sale or transfer to new ownership which does not intend to agree to the terms of this Agreement nor file a notice of compliance form with the Pierce County Assessor.
6. The APPLICANT and LOCAL REVIEW BOARD both agree that there shall be no changes in standards of maintenance, public access, alteration, or report requirements, or any other provision of this Agreement, during the period of the classification without the approval of all parties to this Agreement.

Term of the Agreement. This Agreement shall take effect immediately upon signature and remain in effect until the property is no longer eligible for special valuation either through disqualification under RCW 84.26.080 or upon expiration of the ten-year period of special valuation commencing January 1, 20____, and ending December 31, 20____.

Hold Harmless. The APPLICANT or its successors or assigns shall hold the State and the LOCAL REVIEW BOARD harmless from any and all liability and claims which may be asserted against the State and the LOCAL REVIEW BOARD as result of this Historic Preservation Special Valuation Agreement or the participation by the APPLICANT in the Special Valuation Program.

Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Washington.

H. Enforcement. As the sole remedy for the applicant's breach of the historic preservation special valuation agreement the Local Review Board may notify the Pierce County Assessor to inform the assessor that the property has become disqualified and removed from the city's historic inventory.

I. Appeals. Any decision of the DRB acting on an application for special property tax valuation, or any disqualifications of historic properties eligible for special valuation, may be appealed to the County Board of Equalization.

17.97.070. Summary of Historic Preservation Applications and Procedures.

Historic Preservation Applications					
	Inclusion on Local Register	Removal from Local Register	Certificate of Appropriateness	Waiver of Certificate of Appropriateness	Special Property Tax Valuation
Initiated or requested by:	Owner or DRB	Owner or DRB	Owner	Owner	Owner
Recommendation by:	DRB	DRB	N/A	N/A	N/A
Decision by:	City Council	City Council	DRB	DRB	DRB, as specified in special valuation agreement
Required for:	Honorary Designation and/or special tax valuation	Properties that are no longer properly preserved.	Alteration of property listed on local historic register	Demolition of structure listed on local historic register	Reduced assessed valuation for 10-year period
Application submitted to:	Community Development Dept.	Community Development Dept.	Community Development Dept.	Community Development Dept.	Pierce County Assessor
Owner Consent Required:	Yes	No	N/A	N/A	Yes
Appeal	No	No	Yes. To Council as per 17.97.050(C)(6)	Yes. To Council as per 17.97.050(C)(6)	Yes. To County Board of Equalization

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of a summary, consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor
 this ___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:

**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 summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO HISTORIC PRESERVATION, ESTABLISHING PROCEDURES FOR THE VOLUNTARY DESIGNATION OF PROPERTIES TO THE CITY REGISTER OF HISTORIC PROPERTIES; DESCRIBING THE CRITERIA FOR DETERMINING DESIGNATION IN THE CITY'S REGISTER; EXPLAINING THE EFFECT OF SUCH DESIGNATION, WHICH INCLUDES THE PROPERTY'S ELIGIBILITY FOR SPECIAL TAX VALUATION; DESCRIBING THE PROCESS FOR MAINTENANCE AND MONITORING OF SUCH PROPERTIES; DELEGATING THE AUTHORITY FOR IMPLEMENTATION TO THE DESIGN REVIEW BOARD; AUTHORIZING THE DESIGN REVIEW BOARD TO ENTER INTO AGREEMENTS WITH PROPERTY OWNERS TO REQUIRE COMPLIANCE WITH RCW 84.26.050(2); ADDING DEFINITIONS AND AN APPEAL PROCESS FOR THE DECISIONS OF THE BOARD; ADDING A NEW CHAPTER 17.97 TO THE GIG HARBOR MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting _____, 2005.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
**FROM: STEVE OSGUTHORPE, AICP A&P
PLANNING MANAGER**
**SUBJECT: FIRST READING OF ORDINANCE AMENDING CHAPTER 2.21 TO
ESTABLISH LOCAL REVIEW BOARD FOR HISTORIC
PRESERVATION PURPOSES**
DATE: MARCH 14, 2005

INFORMATION/BACKGROUND

Attached for the Council's review is a draft ordinance amending GHMC Chapter 2.21 designating the Design Review Board (DRB) as the Local Review Board (LRB). The Local Review Board administers the various provisions of historic preservation and special tax valuation under the Certified Local Government (CLG) program. The staff believes it makes sense to have the DRB serve in this capacity because the review of historic structures is largely (though certainly not entirely) a matter of design, and it would be relatively easy for the DRB to assume LRB responsibilities. This would, of course, require an expanded level of expertise on the board, so the ordinance amending Chapter 2.21 would increase DRB membership and expand the list of membership qualifications (e.g., disciplines of architecture, history, architectural history, historic archaeology, cultural anthropology, curation, and conservation).

The proposed ordinance pertaining to Chapter 2.21 has been reviewed by the Design Review Procedures Committee (DRPC) as recently appointed by the City Council. The DRPC forwarded a positive recommendation on the proposed amendments.

The Planning Commission held a public hearing on the ordinance on March 3, 2005. There was no public opposition to the proposed ordinance. After the hearing, the Planning Commission unanimously agreed that the DRB member terms should be extended from the existing 2-year terms to 4-year terms. Subject to this change, the Planning Commission voted to forward a recommendation for approval. The Planning Commission's recommended change is incorporated into the attached draft ordinance.

POLICY CONSIDERATIONS

Comprehensive Plan: The Design Element of the City of Gig Harbor's Comprehensive Plan has several goals and policies related to historic preservation. The proposed historic preservation ordinance is consistent with, and furthers the goals of, these goals and policies.

Gig Harbor Municipal Code: Chapter 2.21 defines the role of the Design Review Board and also member responsibilities and qualifications.

ENVIRONMENTAL REVIEW

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on this proposal on January 28, 2005. The comment deadline on the DNS was February 18, 2005. The DNS is now final.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this proposal.

RECOMMENDATION

This is first reading of the ordinance only. The staff will be recommending approval of the ordinance as drafted at the second reading, which is scheduled for March 28, 2005.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE DUTIES OF THE DESIGN REVIEW BOARD AND EXPANDING AND REDEFINING THE DESIGN REVIEW BOARD'S ROLE AND QUALIFICATIONS TO SERVE AS THE LOCAL REVIEW BOARD FOR PURPOSES OF HISTORIC PRESERVATION AND AS REQUIRED FOR CERTIFIED LOCAL GOVERNMENT STATUS.

WHEREAS, the historical structures, sites and districts in the City of Gig Harbor are an integral part of the heritage, education, economic base and visual quality of the City; and

WHEREAS, the recognition, enhancement, perpetuation and continued use of the City's historic resources will promote civic pride and the prosperity and general welfare of the City's inhabitants, and

WHEREAS, the City of Gig Harbor has adopted Ordinance No. ____ for purposes of establishing a historic preservation program in the City of Gig Harbor and to become eligible for certified local government (CLG) status; and

WHEREAS, the Certified Local Government (CLG) program administered by the Department of the Interior through the State of Washington and the historic preservation ordinance No. ____ adopted by the City of Gig Harbor requires a local review board (LRB) to carry out the duties of the CLG and historic preservation objectives; and

WHEREAS, the City's existing Design Review Board serves some of the same purposes as a local review board and could easily serve the duties of the local review board with expanded membership and an expanded list of qualifications to serve on the Design Review Board; and

WHEREAS, the City SEPA Responsible Official issued a Determination of Non-significance (DNS) on January 28, 2005 for this Ordinance; and

WHEREAS, on January 28, 2005, a copy of this Ordinance was sent to the Washington State Department of Community Trade and Development; and

WHEREAS, on _____, the Planning Commission held a public hearing on this Ordinance and _____;

WHEREAS, on _____, the City Council considered the Planning Commission's recommendation at a regular City Council meeting; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 2.21.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.21.010 Creation of design review board.

A design review board (also referred to as DRB) is hereby created. The design review board shall consist of ~~five~~ seven members, ~~one of whom shall be a member of the planning commission.~~ The design review board shall interpret, review and implement design review as provided by the city's adopted design manual in GHMC Chapter 17.99, and also promote an awareness of the City's history and preservation of the City's historic buildings (Ord. 736 § 1, 1996).

Section 2. Section 2.21.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.21.020 Terms, and qualifications and appointment of members.

A. Members of the design review board shall serve terms of ~~two~~ four years. The terms shall be staggered. Terms expire on July 1st but members of the design review board shall continue to serve until their successors are appointed and qualified. ~~The member appointed from the planning commission shall serve a term of two years, but a vacancy shall occur in the event the person ceases to be a member of the planning commission.~~ The city council shall appoint a new DRB member to fill vacancies that might arise and such appointments shall be to the end of the vacating member's term.

B. ~~The city council shall choose design~~ Design review board members shall have with qualifications, skills or demonstrated interest in one or more of the following six categories: urban design or historic preservation and must be able to demonstrate the ability to read and interpret site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. Members shall be selected by the Council from at least 4 four of the following categories:

1. A licensed architect or professional building designer with demonstrated experience in urban or historic building design. (At least one member shall be selected from this category);

2. A ~~member living in the city~~ resident with demonstrated interest and knowledge of urban design (no more than one member shall be selected from this category);

3. A member from the Gig Harbor planning commission. (No more than one member shall be selected from this category);
4. A member with a professional background relating to urban design, (e.g., a professional artist, ~~an~~ civil engineer, a planner, a building contractor or professional designer) as determined by the city council;
5. A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
6. ~~One or more members recommended by or associated with one of the following groups: the Gig Harbor Chamber of Commerce; the Peninsula Historical Society; a local neighborhood or homeowner's association. (Ord. 736 § 1, 1996).~~
6. An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines. (At least two members should be selected from this category) Members in this categories may participate in all applications reviewed by the DRB pursuant to Chapter 17.99 GHMC (Design Manual), but shall participate in applications received pursuant to Chapter 17.97 GHMC (Historic Preservation).

The DRB action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of one or all of the required categorical positions, as long as there is a quorum, unless DRB action is related to meeting Certified Local Government (CLG) responsibilities cited in the Certification Agreement between the City and the State Historic Preservation Officer on behalf of the Mayor, and the State Historic Preservation Officer on behalf of the State.

C. Application for Design Review Board Appointment. Individuals wishing to serve, or to be reappointed to serve, on the Design Review Board shall submit a letter of interest to the City Clerk. The letter of interest shall state which category of Section 2.21.020(B) the individual wishes to serve under, and shall cite personal experience or credentials in that category. The City Council shall consider which individual has the most direct experience in that category and give weight in their decision to experience over general interest.

Section 3. Section 2.21.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.21.030 Purposes.

The purposes of the design review board are:

- A. ~~To assure that outdoor projects and exterior improvements subject to design review conform to the city's design manual; To implement procedures related to the City's Design Manual as described in Chapter 17.98, GHMC.~~
- B. To protect and enhance Gig Harbor's small town characteristics by assuring that decisions on design reflect the intent of the city's design manual and the design element of the city's comprehensive plan;

C. To make suggestions on design alternatives which meet the needs of the property or business owner and which are consistent with and meet the intent of the city's design policies;

D. To make recommendations to the planning commission and city council on policies and ordinances that may affect the city's design and visual character. (Ord. 736 § 1, 1996).

E. To identify and actively encourage the conservation of the City of Gig Harbor's historic resources by initiating and maintaining a register of historic places and reviewing proposed changes to register properties;

F. To raise community awareness of the City of Gig harbor's history and historic resources;

G. To serve as the City's primary resource in matters of historic preservation.

H. To serve as the City's local review board as defined in WAC 254-20-030(8) and Chapter 17.97 GHMC.

Section 4. Section 2.21.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.21.040 Additional powers and duties.

In addition to the powers set forth in GHMC

2.21.030, the design review board shall:

~~A. Determine if outdoor project designs subject to design review are in compliance with the general requirements of the design manual and shall approve, approve with conditions, or disapprove proposed designs. The design review board shall state specific reasons for disapproval so that the applicant has an opportunity to address these concerns;~~

~~B. A.~~ Recommend to the planning commission for adoption standards to be used by the city or design review board in reviewing outdoor proposals within city limits or its areas of contractual jurisdiction;

~~C. B.~~ Recommend to the city council the purchase of interests in property for purposes of preserving the city's visual characteristics or implementing the provisions of the city's design manual or the design element of the city's comprehensive plan;

~~D. C.~~ Advise the city council on possible incentives to preserve historic structures within the city's historic district;

~~E. D.~~ Recommend to the planning commission and the city council zoning boundary changes which are consistent with the city's design manual and the design element of the city's comprehensive plan;

~~F. E.~~ Recommend to the planning commission and the city council changes to the Gig Harbor Municipal Code and public works standards which reinforce the purpose of the city's design manual and the design element of the city's comprehensive plan;

~~G. F.~~ Provide advice and guidance on request of the property owner or occupant on the restoration, alteration, decoration, landscaping, or maintenance of any structure or site within the city's jurisdiction.

G. To carry out all activities related to historic preservation as anticipated under the Certified Local Government (CLG) program as provided in Chapter 17.97 GHMC. In carrying out these responsibilities, the DRB shall engage in the following:

1. Conduct and maintain a comprehensive inventory of historic resources within the boundaries of the City of Gig Harbor and known as the City of Gig Harbor Historic Inventory, and publicize and periodically update inventory results.

2. Initiate and maintain the City of Gig Harbor's Register of Historic Places. This official register shall be compiled of buildings, structures, sites, and objects identified by the DRB as having historic significance worthy of recognition and protection by the City and encouragement of efforts by owners to maintain, rehabilitate, and preserve properties.

3. Review nominations to the City of Gig Harbor's Register of Historic Places according to adopted criteria.

4. Review proposals to construct, change, alter, modify, remodel, move, demolish, or significantly affect properties or districts on the register as provided in Section 17.97.050.

5. Participate in, promote and conduct public information, educational and interpretive programs pertaining to historic resources.

6. Establish liaison support, communication and cooperation with federal, state and other local government entities which will further historic preservation objectives, including public education, within the Gig Harbor area.

7. Review and comment to the Gig Harbor City Council on land use, housing and redevelopment, municipal improvement and other types of planning and programs undertaken by any agency of the City of Gig Harbor, Pierce County, other neighboring communities, the state and federal governments, as they relate to historic resources of the City of Gig Harbor.

8. Advise the Gig Harbor City Council on matters pertaining to local history and historic preservation.

9. Provide information to the public on methods of maintaining and rehabilitating historic properties. This may take the form of pamphlets, newsletters, workshops, or similar activities.

10. Officially recognize excellence in the rehabilitation of historic buildings, structures, sites and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.

11. Be informed about and provide information to the public and City elected officials on incentives for preservation of historic resources including legislation, regulations and codes that encourage the use and adaptive reuse of historic properties.

12. Review nominations to the State and National Registers of Historic Places.

13. Investigate and report to the Gig Harbor City Council on the use of various federal, state, local or private funding sources available to promote historic resource preservation in the City.

14. Serve as the local review board for Special Valuation as defined in WAC 254-20-030(12) and:

a. Make determination concerning the eligibility of historic properties for special valuation;

- b. Verify that the improvements are consistent with the Washington State Advisory Council's Standards for Rehabilitation and Maintenance:
- c. Enter into agreements with property owners for the duration of the special valuation period as required under WAC 254-20-070(2) and as specified under GHMC Chapter 17.97;
- d. Approve or deny applications for special valuation;
- e. Monitor the property for continued compliance with the agreement and statutory eligibility requirements during the 10 year special valuation period; and
- f. Adopt bylaw as and/or administrative rules and comply with all other local review board responsibilities identified in Chapter 84.26 RCW.

(Ord. 736 § 1, 1996).

Section 5. Section 2.21.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.21.050 Limitations.

The design review board may ~~approve~~ recommend approval, ~~conditionally approve~~ conditional approval or ~~disapprove~~ disapproval of project designs or design variances pursuant to the standards in ~~the city's design manual in Chapter 17.99 (Design Manual)~~ and Chapter 17.98 GHMC. The DRB shall have no authority to make final decisions on site plans, or to waive, increase or decrease any other code requirements. Site plans shall be reviewed as provided in GHMC Title 19.

(Ord. 736 § 1, 1996).

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of a summary, consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor
this ___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:

**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 summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE DUTIES OF THE DESIGN REVIEW BOARD AND EXPANDING AND REDEFINING THE DESIGN REVIEW BOARD'S ROLE AND QUALIFICATIONS TO SERVE AS THE LOCAL REVIEW BOARD FOR PURPOSES OF HISTORIC PRESERVATION AND AS REQUIRED FOR CERTIFIED LOCAL GOVERNMENT STATUS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting _____, 2005.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: UTILITY EXTENSION AGREEMENT - MARGARET THORNTON
DATE: MARCH 14, 2005

INFORMATION/BACKGROUND

Corey Kendall is in the process of purchasing Lot 3 of the Plat of Rushmore from Margaret Thornton. The purchase is contingent upon the availability of city water service. Margaret Thornton, as the current property owner, has requested one (1) ERU of water service for the purposes of constructing a single-family residence on property located at 2401 55th Street Northwest. The property is located within the city's Urban Growth Boundary.

FISCAL CONSIDERATIONS

The current connection fee for a water connection for this area is \$6,096.00. The capacity commitment payment for a three-year commitment period is \$914.40. If the water connection fees are not paid in full prior to the termination of the contract, the capacity commitment payment is then forfeited. The utility extension application fee of \$100.00 has been paid.

RECOMMENDATION

I recommend approval of the Utility Extension Agreement with Margaret Thornton as proposed.

February 25, 2005

City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

RE Letter of Request for Extension

This letter is to request an outside utility extension for city water and a written exemption to sanitary sewer for parcel #7355400030. The size of water meter would be 3/4". The address for the extension 2401 55th St. NW?, Gig Harbor, WA 98335. Thank you for your attention to this matter,

Sincerely,



Margaret Thornton
Owner

Contact: Laurie Nesselrode
253 224 8170

UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this 14th day of March, 2005, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and MARGARET THORNTON, A SINGLE WOMAN, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described below and as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water utility system, hereinafter referred to as "the utility" and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he is the Owner of the property described below and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility lines on 55th STREET NORTHWEST at the following location:

2401 55th STREET NORTHWEST, PARCEL #7355400030, LOT 3, PLAT OF RUSHMORE

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Community Development Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Water Capacity Commitment. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on MARCH 14, 2008; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction, and provided this Agreement is signed and payment for water capacity commitments is received within 45 days after City Council approval of extending water capacity to the Owner's property. Water capacity shall not be committed beyond a three year period.

The City also agrees to provide to the Owner water service and reserves to the Owner the right to connect service with one (1) three-quarter inch (3/4") meter. These water capacity rights are allocated only to the Owner's utility system as herein described; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. Any addition to this system must first be approved by the City.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$914.40 for water to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500.00) for commitment for water service capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments to cover the City's administrative and related expenses.

6. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

7. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Community Development Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in

an amount approved by the City Community Development Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

8. **Connection Charges.** The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system, at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Water Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

9. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

10. **Annexation.** Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the

City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

11. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City Comprehensive Plan designation at the time of development or redevelopment:
SINGLE-FAMILY RESIDENTIAL (R-1)
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Manual, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

12. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

13. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property, in addition to any other remedies available to it, and disconnect the water, and for that purpose, the City may enter upon the Owner's property (see RCW 35.67.310).

14. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements (specify):

NONE.

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

15. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

16. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit "A", and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

17. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

18. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this 14th day of MARCH, 2005.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Margaret Thornton

MARGARET THORNTON, A SINGLE WOMAN, property owner

ATTEST/AUTHENTICATED

City Clerk, Molly Towslee

APPROVED AS TO FORM:

City Attorney, Carol A. Morris

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that MARGARET THORNTON, A SINGLE WOMAN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the PROPERTY OWNER of 2401 55th STREET NORTHWEST, PARCEL #7355400030, LOT 3, PLAT OF RUSHMORE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/9/05



Signature Patricia M. McGallian
NOTARY PUBLIC for the State
of Washington, residing at
Kitap County
My commission expires: 1-22-09

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

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

Dated: _____

Signature _____
NOTARY PUBLIC for the State
of Washington, residing at _____
My commission expires: _____

EXHIBIT A

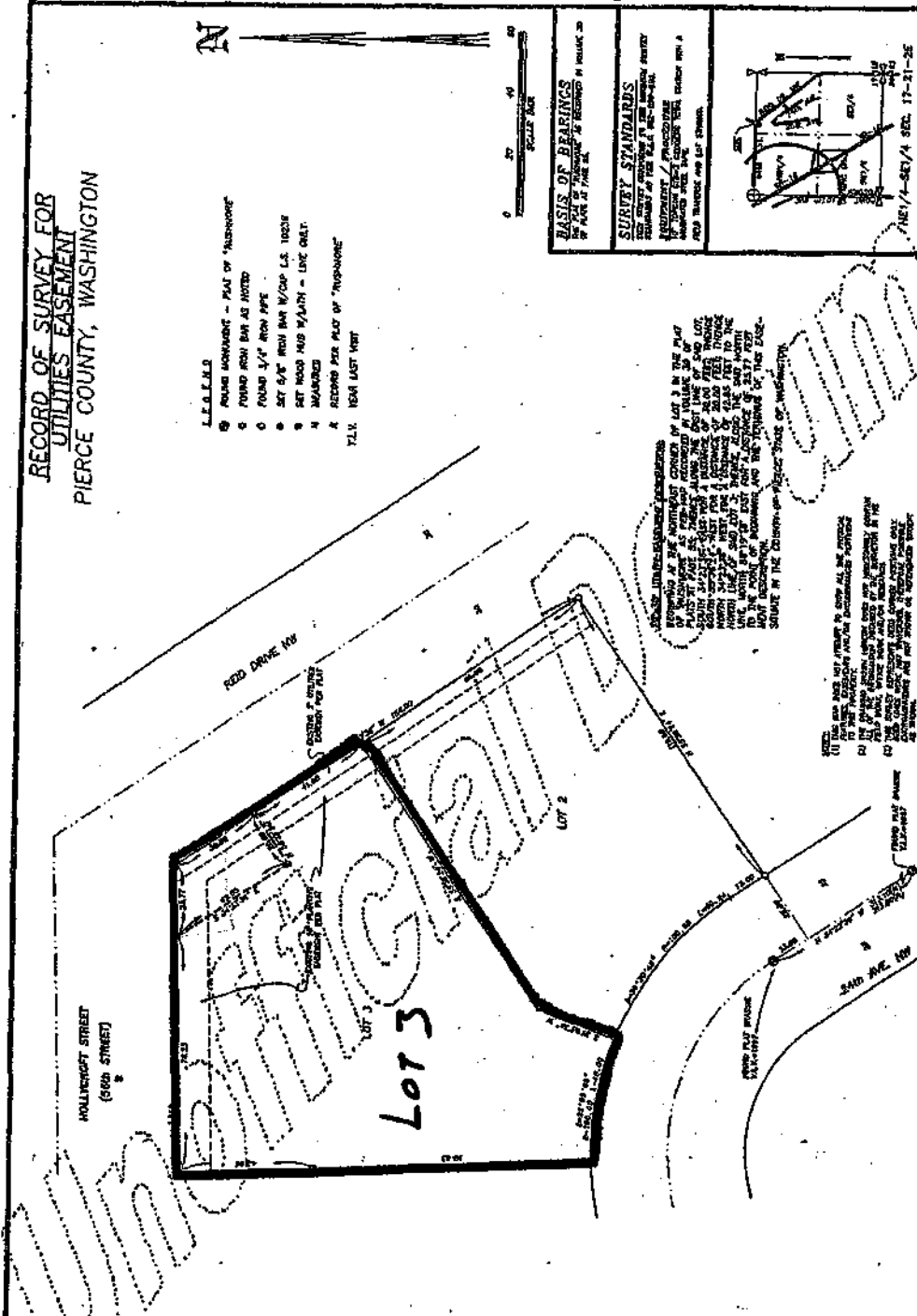
2401 55th Street Northwest
Parcel #7355400030

LEGAL DESCRIPTION

Section 17 Township 21 Range 02 Quarter 41 RUSHMORE:
RUSHMORE LOT 3 EASEMENT OF RECORD

**RECORD OF SURVEY FOR
UTILITIES EASEMENT
PIERCE COUNTY, WASHINGTON**

- LEGEND**
- 1. ROUND MONUMENT - MARK OF "BOUNDARY"
 - 2. ROUND IRON BAR AS NOTED
 - 3. ROUND 1/2" IRON PIPE
 - 4. SET 6"x6" IRON BAR W/ COP LA 10032E
 - 5. SET WOOD NUB W/ALUMI - LOC ONLY
 - 6. WEAVER
 - 7. RECORD FOR LOT OF "RESPONSE"
 - 8. TALK 1004 LAST UNIT



BASIS OF BEARINGS
BY PLAIN SIGHT OR BY MEANS OF A THEODOLITE OR TRANSIT

SURVEY STANDARDS
THE SURVEY IS MADE IN ACCORDANCE WITH THE STANDARDS FOR SURVEYS OF THE STATE OF WASHINGTON AS SET FORTH IN THE PUBLIC LANDS ACT, 43 U.S.C. § 311, AND THE SURVEYING ACT, 43 U.S.C. § 312.

INDEX BACK & VICINITY MAP
SEE PAGE 17-21-22

PLEASE INTERESTED PERSONS
NOTICE IS HEREBY GIVEN THAT THE RECORD OF SURVEY FOR LOT 7, LOT 8, AND LOT 9, IN THE PLAT OF "UTILITIES EASEMENT FOR THE THORNTON WATER UTILITY EXTENSION PROJECT" WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF PIERCE, WASHINGTON, ON FEBRUARY 17, 2011, AT 10:00 AM. THE SURVEY WAS MADE BY CHARLTON HARB SURVEYING, INC., A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF WASHINGTON. THE SURVEY SHOWS THE BOUNDARIES OF LOT 7, LOT 8, AND LOT 9, AND THE UTILITIES EASEMENT FOR THE THORNTON WATER UTILITY EXTENSION PROJECT. ANY PERSONS WHOSE INTERESTS ARE AFFECTED BY THIS SURVEY ARE REQUESTED TO CONTACT THE SURVEYOR AT THE ADDRESS LISTED BELOW.

AUDITOR'S CERTIFICATE
I, the undersigned Auditor, do hereby certify that the above and foregoing plat of record is a correct and true copy of the original plat as the same appears in the Public Records of the County of Pierce, Washington, and that the same has been duly recorded in accordance with the provisions of the Public Lands Act, 43 U.S.C. § 311, and the Surveying Act, 43 U.S.C. § 312.

SURVEYOR'S CERTIFICATE
I, the undersigned Surveyor, do hereby certify that the above and foregoing plat of record is a correct and true copy of the original plat as the same appears in the Public Records of the County of Pierce, Washington, and that the same has been duly recorded in accordance with the provisions of the Public Lands Act, 43 U.S.C. § 311, and the Surveying Act, 43 U.S.C. § 312.

Charlton Harb Surveying, Inc.
P.O. Box 240
600 BROADWAY, PLYMOUTH 99462
TELEPHONE (206) 898-3100 / FAX 898-3108

Delivered by C.H. Stewart, State
P.L.S. - 10032E

For reference only, not for re-sale.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID BRERETON *David*
DIRECTOR OF OPERATIONS
SUBJECT: STAFF REPORT - STINSON AVENUE PEDESTRIAN IMPROVEMENT
PROJECT - PHASE II
DATE: MARCH 14, 2005

STAFF REPORT

City staff held a public meeting on March 8, 2005 from 6:00 p.m. to 7:00 p.m. in the Community Conference Room to discuss the Stinson Avenue Pedestrian Improvement Project. In an effort to notify the property owners and public about this project, the public meeting was posted on the city website; a 20" x 30" informational sign was posted at the project site near the intersection of Stinson Avenue and Harbormaster Lane; notices were mailed to the property owners, businesses along the project corridor and the twenty-one home owners in the North View subdivision. Members of the City Council, Planning Commission and Design Review Board were also notified of the public meeting.

Five citizens attended the meeting as well as four city staff members and Councilmember Ekberg. Associate Engineer Gus Garcia opened the meeting, explained the scope of the project and asked those in attendance for their suggestions.

The public commented on the necessity of not disturbing the existing buffer abutting the North View plat and investigate the possibility of installing a concrete sound wall at the property line adjacent to the sidewalk improvement for noise reduction.

The estimated project start date is April 4, 2005 with an anticipated completion date of May 30, 2005. Substantial traffic delays are not anticipated; however there will be heavy trucking on the days when concrete is delivered. The majority of the work will be performed off of the roadway, with the exception of the stamped concrete crosswalk at Stinson Avenue and Wilkinson Lane.



POLICE

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: GHPD MONTHLY REPORT FOR FEBRUARY 2005
DATE: MARCH 14, 2005

DEPARTMENTAL ACTIVITIES

Monthly activity statistics for the month of February 2005 stayed fairly static when compared to January 2005. When the activity statistics for 2005 and 2004 are compared year to date (YTD), we see some interesting differences. YTD 2005 (Jan/Feb) has seen a decrease of 39% in reportable traffic accidents (2004-44 accidents, 2005-27 accidents). Calls for service (CFS) saw a decrease of 18% (2004-820 CFS, 2005-686 CFS), even though actual case reports written (CRW) written increased by 12% (2004-244 CRW, 2005-274 CRW). Other YTD comparisons include: criminal traffic citations are down 60% (2004-17, 2005-12), traffic infractions are down 14% (2004-139, 2005-128), and warrant arrests are up a whopping 150% (2004-8, 2005-20).

The Marine Services Unit (MSU) was involved in two incidents during the month of February. We had a derelict 28 foot cabin crusader sink at the city dock and the patrol boat was activated to assist the salvage company and insure safety and environmental issues were monitored. The second incident involved a stolen 65 foot yacht that was seen in the harbor being operated in a negligent manner. The patrol boat was activated and subsequently located the stolen boat and a second boat that was stolen by the same suspects. Our marine patrol officers were instrumental in locating the first stolen boat in abandoned in the area of Day Island. They then assisted the US Coast Guard and Tacoma PD in securing the second stolen boat and taking the individual into custody that was on board. The stolen boats were valued at 500K and 300K respectively. Officer Busey and Detective Entze did a nice job in locating the stolen boats. The MSU spent a total of 25 hours on the water during the month of February.

The Reserve Unit supplied 92.75 hours of volunteer time assisting our officers in February. Our newest reserve officer, Kenneth Watkins will be sworn in at our March 14th council meeting. Ken has been employed by the Kitsap County Sheriff's Office as a corrections officer for over eight years and most recently volunteered as a reserve officer for the Skokomish Tribal Police Department, where he was a designated patrol and fisheries officer.

Some of the more interesting calls during the month of February 2005 included:

- Our officers were summoned to the parking lot of a local apartment after a caller reported two males fighting. The caller reported a vehicle arrived in

the parking lot, after which the driver exited the vehicle and opened the trunk. A subject in boxer shorts got out of the trunk and got into an argument with the driver. The subject in the boxer shorts got back into the trunk and the vehicle drove off. The vehicle was stopped a short time later and officers found an 18 year-old subject in boxer shorts in the trunk. With further investigation officers learned the 18 year-old got sick after drinking a bottle of vodka given to him by the 21 year-old driver. After he threw up on himself he was forced to ride in the trunk.

- Two "knock and talk" investigations resulted in marijuana and drug paraphernalia being seized from two different apartments. Charges were requested on three subjects: a 31 year-old male, and two teenage females.
- A juvenile male student at Gig Harbor High School was arrested for assault 2nd degree after walking up to the victim and punching him in the head, knocking him to the ground causing him to lose consciousness.
- Officers responded to a report of a subject "beating himself up" at a local bus stop. Officers learned the subject was angry at himself because he was a "burden to society". The subject was arrested on an outstanding warrant and transported to the Pierce County Jail.
- Eight teenagers were arrested for Minor in Possession (MIP) after being contacted at a local party.
- Sgt. Emmett arrested a subject for second degree theft at a local department store. The suspect is a member of a theft ring responsible for stealing high-priced electronics equipment and selling the stolen goods in Tacoma. The suspect stated that he received \$400 for every \$1000 worth of items that he stole.
- Officers were called to a gas station on Pioneer Way after 29 brand new Play Station video games were found in the dumpster. It was found these items were stolen from the Hollywood Video in Port Orchard and were likely related to second degree theft mentioned above.
- A 30 year-old male was arrested by officers for Indecent Liberties. The suspect confronted a 23 year-old female assistant manager of a local apartment while looking at a vacant unit. The suspect closed the female in the vacant apartment and then hugged and kissed her against her will.
- Vandals drove a 4x4 vehicle on the Gig Harbor High School football field destroying the goal posts along with damaging the field.

- A 34 year-old male suspect was arrested by Officer Welch following a suspicious vehicle stop. Officer Welch located the subject in a SUV in a private drive in the Greyhawk housing area in the early morning hours. The suspect was evasive upon questioning and Officer Welch observed several items in the vehicle that appeared to have been stolen. The SUV was impounded and a search warrant issued to search the vehicle. Several stolen items were located along with drugs and drug paraphernalia.
- Sgt. Dougil, along with Officer Busey and Reserve Officer Langhelm executed a search warrant at a rental property in the 7500 block of Skansie. The search warrant yielded several hundreds dollars in cash and a large amount of packaged marijuana.
- On the lighter side, Sergeant Emmett recently assisted an 85 year-old female in locating her stolen car. The lady reported that she drove her older two-tone silver Buick to a local grocery store to shop. When she came out, her Buick was gone. Sergeant Emmett searched the area with negative results in locating the vehicle. He then drove the lady to her trailer in Olalla. In her driveway, on blocks, was a 1985 two-tone silver Buick. The lady told Sergeant Emmett that she had two silver Buicks and the other one had been stolen. After an exhaustive investigation, the lady's daughter was located and provided a clue to the stolen Buick. The silver Buick actually quit working three years ago and the daughter bought her elderly mother a green Mustang. Can you guess what vehicle was parked at the grocery store?

TRAVEL/TRAINING

Officer Dan Welch organized a very successful 2-day training session with noted use of force expert Mike Brave. The Association of Washington Cities provided a \$4,000 grant which allowed all AWC members to attend the training free. We had over 100 attendees and the reviews were very positive.

Officers Gary Dahm and Vince Garcia attended the two week DEA Basic Drug Investigators training session in Lynwood. This training is usually restricted for federally-funded drug task force members, so we were very fortunate to be able to enroll two of our officers in this excellent training.

Officer Welch completed Taser recertification training.

Officer Fred Douglas and Detective Kevin Entze attended a two day background investigations training.

Community Service Officer Lynn Mock is attending the reserve academy sponsored by Fife PD. This training will expand Lynn's skills and knowledge allowing her to provide additional support for our commissioned officers.

CSO Mock attended crime mapping and crime analysis training in Denver Colorado. This training was free and will greatly improve our capability to integrate our Geographical Information System (GIS) system with our crime statistics to create maps that denote patterns of different classes of crimes.

SPECIAL PROJECTS

We are still working on purchasing a police motorcycle to be used for traffic enforcement. A grant is available from the Washington State Traffic Safety Commission (WSTSC) and we are looking at making school zones a focal point of our grant application. We met with Pierce County Sheriff's Lt. Larry Bauer on the 9th of March to discuss a possible partnership between GHPD and the Pierce County Sheriff's Office in enforcing school speed zones located in both jurisdictions.

A \$6,000.00 Meth Grant from the Washington State Criminal Justice Training Commission has been approved to purchase electronic equipment used for drug related covert surveillance.

The legal work involved in creating a 501-C3 foundation is proceeding. Local attorney Clifford Peterson is working on this project. The \$10,000 received from long time resident Lillian Jaycox will be used to assist students interested in pursuing college degrees in criminal justice.

We are forming an Explorer's Post at GHPD. This will give local young adults (15 to 21 years of age) interested in serving the community as volunteers an opportunity to partner with GHPD officers. We recently met with a representative from the Boy Scouts of America to discuss implementing the program here in Gig Harbor. Officer Kelly Busey, who has coordinated Explorer Posts in the past at GHPD, has agreed to assist with the initial formation of our post.

CSO Mock has completed a court security proposal designed to enhance the safety of our municipal courtroom during criminal hearings. We will be working with our new prosecutor, Stan Glisson and Court administrator Paul Nelson to facilitate these updated policies and procedures.

CSO Mock had also audited our hiring and background procedures and made several excellent recommendations. She was involved in the background unit at the Pierce County Sheriff's Office before coming to GHPD.

PUBLIC CONCERNS

We do not have any pending concerns other than the usual requests for traffic enforcement.

FIELD CONTACTS

Community Service Officer Mock has been very busy with projects and community contacts:

- Provided several tours of the police station for Ms. Susan Elton's classes.
- Toured the Gig Harbor High School with Chief Davis and Principal Mike West.
- Met with Fire District #5 and the Peninsula School District to discuss plans for a DUI assembly scheduled for May 13th.
- Attended the Criminal Justice Job Fair at the Washington State Training Commission. There were over 30 agencies in attendance.
- Met with the Gig Harbor Safety Group and discussed internet safety issues regarding children.
- Met with CenturyTel to collect information necessary to create a presentation on Child Internet Safety.
- Lynn has been working with Crime Stoppers to establish a closer relationship with GHPD in an effort to acquire more crime tips. She is working on getting signage that can be installed at the skateboard park, the Target parking lot and the movie theater describing the program.
- Met with the National Safety Council to initiate a business sponsorship program to receive printed materials used for crime prevention and children's safety programs.

Chief Davis made the following community contacts:

- Presented a talk on community service to ten 12-14 year-old students at Key Peninsula Middle School.
- Served as a volunteer law enforcement usher at the Washington History Museum 9/11 exhibit.
- Met with representatives from the Fox Island Alliance Church to discuss ways we can partnership in providing services to the community.
- Attended the Pierce County Department of Emergency Management all County exercise at the Puyallup Fair with Fire Marshal Dick Bower.
- Attended the Pierce County DUI Task Force Meeting in Tacoma on the 16th.
- Attended the Pierce County Police Chief's Association meeting on the 18th.
- Attended the Cooperative Cities meeting in Lakewood on March 3rd.
- Visited the Providence Christian School and participated as a guest reader in the Dr Seuss reading celebration.

OTHER COMMENTS

Officer Mike Allen has successfully completed his one year probationary period and was granted permanent status effective March 1, 2005.

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

Feb 2005

	<u>Feb 2005</u>	<u>YTD 2005</u>	<u>YTD 2004</u>	<u>% chg</u>
CALLS FOR SERVICE	345	686	820	-18%
CRIMINAL TRAFFIC	4	12	17	-60%
TRAFFIC INFRACTIONS	65	128	139	-14%
DUI ARRESTS	5	9	9	0%
FELONY ARRESTS	6	16	34	-50%
MISDEMEANOR ARRESTS	28	54	58	-7%
WARRANT ARRESTS	8	20	8	150%
CASE REPORTS	143	274	244	12%
REPORTABLE VEHICLE ACCIDENTS	14	27	44	-39%
SECONDARY OFFICER ASSIST	73	146	95	54%

February 28, 2005

Dear Madam Mayor and Members of the Gig Harbor City Council:

The "Friends of Eddon Boatworks" was incorporated under the laws of the State of Washington in October of 2004 in order to preserve the historic boat building structure in Gig Harbor. To that end, we pursued a vigorous campaign that was overwhelmingly approved by the voters of Gig Harbor with a legally necessary "super majority" vote.

The voters approved the bond issue, the property owners indicated their willingness to sell, and we have been promised that City Council is negotiating in good faith.

However, because this group is not privy to any of the City's side of the negotiations, the lack of progress over the past 4 months and the incrementally increasing sales price is degrading our confidence. We feel that the voting public is not being well served by the level of secrecy surrounding this highly visible project.

We fully realize that you have no legal obligation to meet with or recognize us. We also understand the restrictions imposed by RCW 42.30.110 ("*public knowledge of the governing body's consideration would likely cause an increase in the price of the real property*"). However, we believe that it behooves the city not to ignore our input and that our perspectives are as vital as the legal and ecological input under consideration. Further, assumptions suggesting that our participation will in any way "*increase the price of the real property*", compromise negotiations or become "*public knowledge*" are unfounded. We have exercised discretionary restraint publicly since November of 2004. We have also been very patient.

The "Friends of the Eddon Boatworks" formally request a meeting with the Mayor and City Council at your earliest convenience. We request that this meeting take place on or before March 4, 2005.

The voters of Gig Harbor have spoken loudly and clearly on this issue.

We look forward to your timely reply.

Sincerely,



John McMillan
for "Friends of Eddon Boatworks"
Contact telephone for John McMillan: 858-1985
Contact telephone for Chuck Hunter: 851-3320



A view of homes in the Carthay Circle Historic Preservation Overlay Zone (HPOZ) in mid-town Los Angeles.

PRESERVING LOS ANGELES' PAST

Los Angeles is famous for its creative and diverse architecture. Within the city limits, one can experience the revitalization of downtown's outstanding Beaux Arts buildings, the eclectic beach architecture of Venice, the Spanish Colonial Revival buildings of Carthay Circle, or the Craftsman bungalows on Vinegar Hill in San Pedro or in Lincoln Heights. "Our historic architecture and neighborhoods create the identity, image, and character of the city and are a major economic asset," says Tim Whalen, director of the Getty Conservation Institute (GCI).

In 2002, the Getty published the initial findings of its work in the Los Angeles Historic Resource Survey Assessment project, available for download at www.getty.edu/conservation/publications. Since then, the GCI has worked with the city to develop a citywide historic resource survey. Currently, less than 15 percent of Los Angeles' buildings have been assessed for architectural significance. "With comprehensive information, property owners are encouraged to invest in their historic homes and commercial buildings, and in their neighborhoods," according to Kathryn Welch Howe, principal project specialist and head of the GCI's Los Angeles Historic Resource Survey initiative.

In December 2004, the Los Angeles City Council unanimously approved conducting a citywide historic resource survey, recognizing the value in preservation and rehabilitation. "When buildings are reused and neighborhoods are regenerated, there is a huge positive response from the public," says Welch Howe.

The GCI is making available its research to assist the city in implementing the survey. The research suggests that the city can use its existing computerized databases to integrate historic property information on a Web-based system. This will make it easy for city officials and the public to obtain the information they need to acquire, rehabilitate, and maintain historic properties. The GCI has also provided information regarding clear standards and criteria for evaluating historic resources and for ensuring the involvement of owners and community groups.

Among the economic benefits of preservation is more tourism. As the city works to better recognize and preserve the great range of its architecture and cultural heritage, its appeal for tourists will only increase.

New Preservation Guidebook for Homeowners

Residential homeowners who are buying or renovating a historic house can now turn to the Getty's guidebook, *Incentives for the Preservation and Rehabilitation of Historic Homes in the City of Los Angeles*, which offers advice on programs that can make it easier to own or rehabilitate a historic house. For prospective owners, it can also help sort

out the issues involved in buying a historic house or living in a historic district. The guide can be downloaded for free in PDF format from the Getty Web site at www.getty.edu/conservation/publications. A similar guide for owners of commercial buildings will be published in 2005.



Incentives for the Preservation and Rehabilitation of Historic Homes in the City of Los Angeles