

# **Gig Harbor City Council Meeting**

**May 9, 2005  
7:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
May 9, 2005 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**PUBLIC HEARINGS:** Prentice Avenue Street Vacation – Boyd.

**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 April 25, 2005.
2. Correspondence / Proclamations: a) Kid's Day America/International; b) Building Safety Week.
3. Pump Station 2A – Bid Award.
4. Xerox 3040 Maintenance Agreement.
5. 2005 Job Descriptions.
6. Appointments to the Planning Commission.
7. Rushmore Water Main Replacement Project – Authorization for Construction Bid Award, Compaction Testing Services, and Survey Services.
8. Burnham Drive Sewer Replacement Project for Topographic Survey Services – Authorization for Contract Amendment.
9. Water Availability Review – On-Call Development Review Consultant Contract Authorization.
10. 2005 NPDES Permit Water Quality Monitoring Program – Consultant Contract Authorization.
11. Resolution No. 648 – Designating the National Incident Management System (NIMS) for all Emergency Incident Management.
12. Approval of a Facility Use Agreement with the Port Orchard Police Department.
13. Approval of a Jail Use Agreement with the Kitsap County Sheriff's Office.
14. Approval of Payment of Bills for May 9, 2005:  
Checks #47018 through #47107 and #47352 through #47357 in the amount of \$188,268.48.
15. Approval of Payroll for the month of April:  
Checks #3715 through #3749 and direct deposit entries in the amount of \$249,427.51.  
Check #3715 replaced lost payroll check #3814 dated September 3, 2004.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Reduced Roadway Width Standards.
2. Second Reading of Ordinance – Amending the Public Works Standards for Private Streets.
3. Second Reading of Ordinance – Accepting a Donation for the Purpose of Purchasing Equipment that will be used in Support of Senior Citizen Program.

**NEW BUSINESS:**

1. Utility Extension Agreement – Mary Hill.
2. First Reading of Ordinance – Acceptance of Grants and 2005 Budget Amendment.
3. First Reading of Ordinance – Prentice Avenue Street Vacation Request – Boyd.
4. First Reading of Ordinance – Establishing Friends of the Parks Commission.
5. Gig Harbor North Traffic Mitigation Plan – Consultant Contract Authorization.
6. Appointments to the Design Review Board.

**STAFF REPORT:**

1. GHPD April Stats.
2. Community Development – Design Manual Planning Award.
3. Community Development – Waterfront Residential (WR) Building Size Restrictions.

**PUBLIC COMMENT:**

**COUNCIL COMMENTS / MAYOR'S REPORT:** Public / Private Partnerships.

**ANNOUNCEMENT OF OTHER MEETINGS:**

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF APRIL 25, 2005

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

**CALL TO ORDER:** 7:05 p.m.

### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC HEARINGS:**

1. Private Road Standards. Gus Garcia, Associate Engineer, presented information on this amendment to Section 2B.020 of the Public Works Standards to allow for short private streets in developments meeting certain development standards.

There were no comments, and the public hearing closed at 7:05 p.m. and the next public hearing opened.

2. Reduced Roadway Widths. Gus Garcia explained that this ordinance amends Section 2B.060 of the Public Works Standards to allow for the use of reduced width public streets in residential development.

There were no public comments, and the hearing closed at 7:07 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 April 11, 2005.
2. Correspondence / Proclamations: a) National Public Works Week; b) National Safe Boating Week; c) Native Plant Appreciation Week.
3. Purchase Authorization – Speed Monitoring Trailer.
4. Amended Consultant Service Contract – Anchor Environmental, LLC.
5. Wastewater Treatment Plant Roof Repair – Contract Authorization.
6. Liquor License Assumptions: Thai Hut; Gig Harbor Chevron.
7. Approval of Payment of Bills for April 25, 2005:

Checks #46892 through #47017 in the amount of \$162,547.30.

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

#### **OLD BUSINESS:**

1. Third Reading of Ordinance - Regulating Landscaping and Building Sizes in Select Districts in the Height Restriction Area Prior to Lifting the Building Size Moratorium.

Mark Hoppen, City Administrator, gave an overview of the regulations contained in the ordinance. He said that one issue that needs to be addressed is the 3,500 square foot limitation in the WR zone.

Carlos Moravek – 3880 Harborview Drive. Mr. Moravek said that he represents 18 units in the Edgewater Condos, and proposed that Council review the ordinance to allow homeowners to rebuild if their structures are destroyed. He said that he bought the condo with the confidence that it could remain there if it were destroyed. He said that if there is an exception for the proposed museum, it should be possible to have an exception for existing structures.

Les McCallum – 3559 Harborview Drive. Mr. McCallum said he just found out about the issue, and voiced concern that he could not rebuild. He asked if Council was picking on condominiums. He said that he had not been involved due to lack of notification, but would be involved from here on.

Mark Hoppen said that there were several considerations involved with rebuilding on the waterfront; zoning being one, and location in a floodplain being another. He gave a brief explanation of when these floodplain regulations come into play and who may be affected.

Carol Morris, City Attorney, explained that the city's zoning code has limitations on the percentage of a determined assessed value of a structure before rebuilding. The Shoreline Master program has a different threshold. She recommended to Council that if they wished to allow people to reconstruct, they should find out what currently exists and set that as the threshold.

There was continued discussion on floodplain regulations and the ability to rebuild under federal regulations. Rob White, Acting Planning Manager, discussed the square footage of the Edgewater Condominiums, and how the proposed ordinance would apply.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said there has to be a way to protect the property owners, adding that this ordinance creates non-conforming buildings. He referred to his dock, asking if it would be included as a building site on his own property, which would prevent him from building on the uplands under the proposed ordinance. He then said that discussing the grandfather clause in executive session was inappropriate, stressing that the existing property owners should be allowed to rebuild. He then said that the burden to provide open space is being placed on the vacant property owners. He recommended throwing out the ordinance until something better could be written.

Linda Gair – 9301 North Harborview Drive. Ms. Gair said that she is comfortable with most of the ordinance, but has to agree that there needs to be further consideration on the grandfathering of existing structures. She said that the city does need to limit the size of buildings, look at this issue by district, and protect significant structures.

Joe Puratich – 3421 Harborview Drive. Mr. Puratich said that he agrees with what was said by Jack Bujacich, and voiced concern that if the net shed or residence or burns, they could not rebuild.



John Vance – 3503 Harborview Drive. Mr. Vance asked if the intent of the ordinance is to protect homeowners from natural disaster or to move them out of their homes.

Councilmember Ruffo responded that he is a property owner and is diametrically opposed to the ordinance.

Councilmember Picinich said he has concerns with the ordinance, especially as it concerns the waterfront residential. He said that he thought it should be raised from 3500 to 4500 s.f., but also believes in the rights of the existing structures to rebuild. He said that he would be objecting to the ordinance until further consideration could be made.

Councilmember Ruffo said that the original intent was to keep the historic character of Gig Harbor, but the ordinance is taking property rights away. Even though it may be well intentioned, this cannot be done. He apologized for the process taking 18 months to come up with an ordinance is flawed beyond repair. He said that the time has not been wasted in respect to the amount of discussion that has come about, but said that his intent is to protect the property owners.

Linda Glein – 3106 Horsehead Bay Drive. Ms. Glein said she owns property at 3519 Harborview Drive and just learned of the implications of this ordinance on her property. She said that she agrees that the city needs to retain the character of the town without taking away property rights.

Chuck Carlson – 3505 Harborview Drive. Mr. Carlson said that the background information on the ordinance states that citizens were upset due to recent commercial development on the other side of Harborview Drive, adding that he is confused at how the ordinance got to where it is. He said that we all want to keep what we have. Mr. Carlson explained that he lives in the Millville District and he has no problem with the footprint of his unit, but unfortunately it is joined by a firewall to another unit, which puts the total structure over the limit. In commercial zones, structures are allowed to be joined by a firewall, and asked that Council extend this same allowance to residential. Mr. Carlson then commented on the lack of restriction of homes on the other side of Harborview, which may result in large structures. He suggested revisiting the entire downtown area.

Lita Dawn Stanton – 111 Raft Island. Ms. Stanton used computer software analogy to describe the ordinance as a "beta" version, driven by momentum. She said that the original intent to preserve the character and scale of the harbor has become impossible to achieve due to the narrow scope, and the lack of communication and clarity has produced an atmosphere of "procedural paralysis." She asked Council to include a grandfather clause to protect the existing buildings.

Bill Morris – 3519 Harborview Drive. Mr. Morris said "If it is here, let it stay here." He said that his residence is a 4-unit condominium that looks like one house and fits in

architecturally. Under these regulations, if the residence was destroyed he would no longer have the right to rebuild. He voiced concern that after all the testimony at the last meeting, staff has recommended no changes to the ordinance. He asked for consideration.

Walt Smith – 19216, Vaughn. Mr. Smith spoke on behalf of the Gig Harbor Peninsula Historical Society, thanking Council for the favorable consideration of the 35,000 s.f. limit in the C-1 Zone. This will make the task to raise funds for the museum much easier. He introduced Jennifer Kilmer, Executive Director of the GHP Historical Society.

Jennifer Kilmer. Ms. Kilmer said that the Historical Society understands that much of this ordinance is dictated by larger concerns. She said that they appreciate the consideration given to the needs of the Historical Society to store, care for, and display the city's historical artifacts.

Doug Sorensen – 9409 North Harborview Drive. Mr. Sorensen stressed that before you consider an ordinance to change something, you need to have all the facts. A current wetlands study is needed before a decision can be made as the wetlands are an integral part of density. He voiced concern with the difference in parcel maps and the problem of creating a non-conforming city.

Councilmember Franich asked for clarification on whether the current 3500 s.f. limit in the Millville District has already placed several of the condominiums in non-conformance. Mr. Hoppen confirmed that they have been in non-conformance for nine years. Councilmember Franich said that he supports grandfathering these structures. This began 18 months ago as a concern with the DB District and the B-2 side of the Finholm District, and since has turned into a Waterfront Commercial, Waterfront Residential and Waterfront Millville issue. He said that he would like to address the original issues and the proposed 6,000 s.f. limit in the C-1 zone. He said that he would have a hard time passing this ordinance without the issue of grandfathering resolved.

Councilmember Young explained that condominiums were not discussed during any of the meetings, so this proposed ordinance regulates single family residence the same as multi-family. He said that the way to address the concern is not by adopting a grandfathering clause, but by increasing the square footage limitation to a reasonable standard. That would limit the massive commercial and residential structures and allows the regular housing to remain. He recommended exempting condominiums and coming back at later with that standard. He said that the rest of the ordinance is fine.

Councilmember Conan said that he agreed with Ms. Stanton that this is a beta test and not the permanent solution. With the moratorium in place, nothing can be done, and this would allow the process to be opened up and to get moving in the right direction. He agreed that there are several areas that need to be addressed.

Councilmember Young suggested changing the 2000 s.f. footprint and 3500 s.f. overall limitation in the WR zone to 2500 s.f. footprint and 5000 s.f. overall. He then asked if

there would be a way to draft language to exempt condominiums at this time. Carol Morris said that this could not be done without bringing the ordinance back for a first reading and public hearing.

Mark Hoppen suggested deleting reference to residential zones and approving the rest of the ordinance. This would leave these zones status quo until they could be addressed. Councilmember Young voiced concern that someone could file an application for a 10,000 s.f. residence if this were to occur.

Councilmember Dick recommended that these types of residences be referred to as multi-family rather than just condominiums. Councilmember Young agreed, and added that he would like to refer all the residential zones in the view basin back to the Planning Commission.

Councilmember Ruffo asked what would happen if nothing were passed and the regulations went back to the status quo. Councilmembers discussed the possibility of unlimited size buildings being constructed in the downtown district. Councilmember Dick pointed out the dozens of hours of testimony from people concerned with that very thing happening. He said that we need to move forward and adopt something until further deliberation could occur on the other areas and concerns.

Councilmember Ruffo said that with the exception of a few mistakes, things have gone well, and he is afraid to pass bad law due to fear of what might happen. He said that a great deal of discussion has occurred regarding the Design Review process, and suggested that this is where the answer lies. He said that one of the buildings in question had been reviewed by the Design Review Board and was somehow built anyway. He asked why this occurred when there are review processes in place. Councilmember Ruffo then said that he is not in favor of passing more regulations or policies just to mitigate for what certain individuals should be held accountable for. He said that the answer lies with the function and expertise of the Design Review Board, not with more flawed legislation.

Councilmember Young asked what should be done about the applicant who doesn't want to go through the Design Review process, adding that there have to be standards in place for those applicants. Councilmember Young then pointed out that the BDR Building was approved by the Design Review Board. Councilmembers further discussed the grandfather clause verses making the ordinance less restrictive. Mark Hoppen gave a summary of what could be built if the regulations are left as is.

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich stressed that there are height, setback, front yard, and other requirements to prevent a too large structure. He asked Councilmember Young to quote him the law making a grandfather clause illegal. Mr. Bujacich then asked why Council is considering passing a law that makes 90% of the properties non-conforming, adding that properties with docks would not be allowed to build anything because the dock is considered part of the footprint. He said that the

ordinance is putting so many restrictions on properties that the owners will not ever be able to sell. Councilmember Young pointed out that this is the reason he is trying to make the ordinance less restrictive.

Councilmember Franich asked Mr. Bujacich for his opinion of the proposed regulations on the B-2 side of the Finholm District. Mr. Bujacich said that he hadn't reviewed that portion of the ordinance. Councilmember Franich explained that currently the limit is 35,000 s.f. and the proposed language is 6,000 s.f. Mr. Bujacich talked instead about the Russell Building and the promise that you would be able to look out over the top of the building to see the water. He addressed the building on the hill and how it doesn't meet the city code, and then how the Luengen Building bothers everyone. Councilmember Franich asked him if he thought the proposed building size limits in the B-2 and DB Districts are a positive thing. Mr. Bujacich said that he could not answer that because he didn't study them. He was concerned with his waterfront area and the height and blocking of views that would ruin what we have in Gig Harbor. He explained that the condos went through the hearing process and after negotiations, lowered the building considerably so that you can look over and see the water. He said that his concern is to be able to keep what we have now. He agreed that there are good portions to the ordinance, but he is concerned when he hears that council wants to pass it the way it is and then work on adjusting it later.

Councilmember Young gave a brief history of how the 35,000 s.f. limit came about and made the following motion.

**MOTION:** Move to direct staff to bring back a revised ordinance removing multi-family structures from consideration, and to take suggested changes to the Planning Commission to regulate them. In addition, change the square footage limits in the WR Zone from 2000 s.f. footprint and 3500 s.f. total to 2500 s.f. and 5000 s.f. respectively.  
Young / Dick –

Councilmember Young said that he would also like to see examples of properties from around the harbor to see how the new restrictions would apply. Councilmember Ruffo said that this direction to staff is still leading down the wrong path and that the whole thing needs revisiting.

Mark Hoppen summarized that he hadn't heard problems with the Waterfront Commercial, DB, or the B-2 Zones, but the concern lies with every zone that has a residence. Councilmember Franich said he would like to move forward on the zones where there are no concerns in order to remove the moratorium. There was further discussion on what portions of the ordinance could be passed without having to bring back the entire document for public hearing.

Mark Hoppen said that if Council wanted to exclude the residential zones, Sections 8 and Section 10, and 17.50.045 #3 would need to be removed from the ordinance. The consequence would be an at-risk area north of Eddon Boat to the C-1 area where the

Historical Society is locating. He recommended that Council take action on the motion on the table, and then look at passing the ordinance with the removal of those sections.

**RESTATED MOTION:** Move to direct staff to bring back a revised ordinance removing multi-family structures from consideration, and to take suggested changes to the Planning Commission to regulate them. In addition, change the square footage limits in the WR Zone from 2000 s.f. footprint and 3500 s.f. overall total to 2500 s.f. and 5000 s.f. respectively.

Young / Dick – four voted in favor. Councilmembers Picinich and Ruffo voted no. The motion carried four to two.

**MOTION:** Move to adopt Ordinance 995, removing Sections 8 and 10 and Section 11, Subsection 3.  
Young / Conan –

**AMENDMENT:** Move the substitute language in Section 11, Subsection 3 to exempt multi-family dwellings.  
Dick / Conan – unanimously approved.

Councilmember Franich again voiced concern with the 35,000 s.f. limit in the C-1 zone. He said that there is no assurance that the Historical Society will build, and he would prefer they rezone to P-I. Councilmembers pointed out that it is a timing issue.

**MOTION:** Move to adopt Ordinance 995, removing Sections 8 and 10 and Section 11, Subsection 3, and as further amended.  
Young / Conan – four voted in favor. Councilmembers Picinich and Ruffo voted no. The motion carried four to two.

2. Second Reading of Ordinance – Terminating the Building Size Moratorium. No verbal report given.

Jeff Bucholz – 9805 Ridgeway Drive. Mr. Bucholz gave a history of his efforts to build on North Harborview Drive and the delays in obtaining a permit he had encountered over the past two years due to changes in the Design Manual, and the water and building moratoriums. He voiced support for the termination of this moratorium.

Councilmembers discussed the effective date for the building size ordinance just adopted, and to ensure that the termination of the moratorium become effective the same time. The City Clerk was instructed to publish the summary of the ordinance in the next edition of the Peninsula Gateway so that the moratorium is lifted as soon as possible.

**MOTION:** Move to adopt Ordinance No. 996, terminating the Building Size Moratorium to become effective at the same time as Ordinance No. 995.

Picinich / Franich – unanimously approved.

3. Consideration of Ordinance Extending the Building Size Moratorium. No consideration necessary.

4. Second Reading of Ordinance – Amending the Public Works Standards for Private Streets. Gus Garcia, Associate Engineer, presented background information on this ordinance to amend the Public Works Standards for private streets. He said that this is a result of situations in which the city has been asked to accept private streets for ownership after the homeowners realize the repair and operation costs are beyond their means. He recommended approval of the ordinance.

Councilmember Young asked for clarification for the requirement for the 4" thickness. Mr. Garcia explained that the intent is to create an incentive in which a private road and public road would be identical so that there would be no advantage to construct one verses the other. If the city were asked to accept a private road, it would be built to city standards.

Councilmember Franich addressed the letter from Wade Perrow, and asked for clarification on how this affects these properties and if there are others that might be similarly affected. He asked whether it would be a good idea to table this until the issue could be explored further. Mr. Garcia said there may be others that are affected in a similar manner, but the ability to craft an ordinance that would fit every situation would be daunting. He continued to explain that the property in Mr. Perrow's letter is vested.

Councilmember Dick said that the other issue is the narrowing of public streets and asked if there would be anything to preclude the city from accepting a private street that had been improved to the new standards. Mr. Garcia said that the City Engineer would assess the road and whether it would be fit to assume without considerable financial commitment. He added that the difference in cost to construct 3" of asphalt as opposed to 4" is miniscule.

Councilmembers further discussed the situation where a public street may be accessed from a current, private road that doesn't meet city standards. Councilmember Ruffo said that there needs to be exceptions to the 400' length standard.

Mr. Garcia described the current regulations in which private streets cannot be constructed unless they conform to the Public Works Standards of 57' width with curbs, gutters, sidewalks, planter strips and bike lanes.

Councilmember Dick said that it would be important to pass the public road narrow standards and then adjust the private road standards to accommodate that. Mr. Garcia said that the major differences that are recommended for private roads are the maximum length based on a financial obligation of the homeowners and a reasonable width. This makes it feasible for a residential community.

Steve Misiurak, City Engineer, addressed the need for exceptions to the 400' length standard. He said that there is a variance process in which the applicant must meet certain criteria. He then commented that another letter was received in regards to the ordinance that addressed impervious versus pervious surfaces in parking areas.

Mr. Garcia explained that he had talked to Mr. Perrow and had addressed his concerns.

**MOTION:** Move to table this ordinance on private road standards until the public road standards are brought back at the next meeting and that the public road standards be placed first on the agenda.  
Dick / Ruffo – unanimously approved.

5. Second Reading of Ordinance – Prentice Avenue Street Vacation Request – Savlov. Mark Hoppen explained that this street vacation request is an example of the non-user statute and will serve to clear the title on the property.

**MOTION:** Move to adopt Ordinance No. 997 vacating a portion of Prentice Street.  
Dick / Ruffo – unanimously approved.

#### **NEW BUSINESS:**

1. Resolution in Support of the Gig Harbor Peninsula Historical Society Museum Project. Mr. Hoppen explained that this resolution came forward from the Parks Committee in support of the Historical Society in its efforts to develop the property at the corner of Harborview and North Harborview Drives.

Councilmember Franich asked for clarification on the restoration of Donkey Creek. Councilmembers explained that this was one of the goals as a part of the Donkey Creek Park plan. Councilmember Franich said that he has a hard time supporting this as members of the fishing community have voiced concerns over the culvert and the return of the chum salmon. Councilmembers stressed that this resolution does not commit to anything other than to show a cooperative effort.

Walt Smith – Vaughn, Washington. Mr. Smith clarified that the only thing that has changed is that now that the Historical Society has taken over the property, they are acting in complete cooperation with the city. Any improvements or lack thereof to Donkey Creek is at the city's discretion.

**MOTION:** Move to adopt Resolution No. 647.  
Ruffo / Picinich – five voted in favor. Councilmember Franich voted no.

2. First Reading of Ordinance – Reduced Roadway Width Standards. Gus Garcia presented information on proposed standards for reduced width of local residential access streets. He said that the proposal has been presented to the Community

Development Committee, and then to the development community and public in an open forum. He recommended that this be approved at the second reading.

Councilmember Franich asked if the majority of testimony taken on this issue has been from residents or developers. Mr. Garcia responded that it was from developers. Councilmember Young pointed out that he himself has spoken in favor of the reduced width roadways as a resident.

Councilmember Franich said that his main problem with this is the possibility for the deletion of off-street parking on a major local road. He said that his main objective is to have safe streets where cars can pass and avoid the problem of someone blocking access for emergency vehicles. He said that the city wouldn't be as friendly without a place to pull off the road to look at a map, or to look at a house to find an address. He said he is surprised that staff has done away with the planting strip and the on-street parking; a radical change from the process the city has gone through for many years to construct the streets in a certain way.

Mr. Garcia explained that they were asked to consider how to feasibly and geometrically decrease the width of a public street while keeping it safe for motorized vehicles and pedestrians. By eliminating planting strips, they were able to save 6' and still maintain a pedestrian walkway guarded by a barrier concrete curb. At 25 miles per hour, it would be difficult for a motor vehicle to jump the curb and strike a pedestrian. Secondly, they did not compromise on the 11' travel lanes, making them 2' wider than emergency vehicle requirements. He said that on-street parking is not going to be deleted in every instance. He stressed that these standards are not intended for commercial areas, but specifically for a smaller, residential community.

Councilmember Franich said that if it is located in a dead-end development, its one thing, but when you are connecting major roads, as in the case of Edwards Street, it is different. He said that as traffic demands increase, roads like Edwards will be used more.

Councilmember Young stressed that the purpose of the reduced roadway width is to prevent people from traveling at 40 miles per hour through a residential neighborhood, using Fairway Estates as an example. Narrow roads make it more difficult to speed.

Councilmember Franich said that people are going to speed no matter what the road width, adding that he would like to see rolled curbs as an option. Councilmember Young discussed pedestrian safety concerns that are inherent with rolled curbs.

Mayor Wilbert asked if there were any further comments.

Carl Halsan. Mr. Halsan said that he was speaking as a resident, not a developer. He clarified that Edwards Street would not qualify under these regulations because it connect two collector arterials and this through traffic is discouraged in the standards. He then addressed the advantage of rolled curbs to the homebuilder to not have to pre-



determine the curb-cuts for a driveway. He said that you don't have to do that with rolled curbs, but it also makes them dangerous. He said that barrier curbs look nicer and more finished. He concluded by saying that this ordinance is a good thing.

Scott Inveen – 8617 96<sup>th</sup> Street. Mr. Inveen shared pictures of examples of streets. Carol Morris, City Attorney, reminded Mr. Inveen not to speak in regards to his current variance appeal with the City Engineer. He said that this had nothing to do with the appeal.

Mr. Inveen continued to say that the pictures illustrate how streets were constructed in the past before expanding to address EMS concerns. He said that the wider streets promote speeding and pedestrian accidents. He stressed that the narrower the streets, the slower the traffic which makes people drive more carefully, and which has been documented in reams of studies.

Councilmember Franich said that at the time those streets were built, there wasn't near the current traffic demand. He said that it is difficult to drive through the north end of Tacoma.

Mr. Inveen then said that the proposed streets are not actually skinny, they have widened them to 11' travel lines increasing them from 10'. He said that this creates more impervious surface. He asked Council to take that into consideration.

Councilmember Franich asked him about density. Mr. Inveen said that he agrees that there should be on-street parking, adding that he is not associating with density at all.

3. Pierce County 2005 Comprehensive Plan Amendments – Initiated Applications. John Vodopich, Community Development Director, presented the three, 2005 Proposed Amendments to the Pierce County Comprehensive Plan. He said that these three have been moving through the review process at Pierce County, and he has prepared a draft letter for Council consideration reiterating Council's previous stance on each proposal.

**MOTION:** Move to authorize staff to forward the attached letter to the Pierce County Council.  
Ruffo / Picinich –

**AMENDMENT:** That Council recommend approval of amendment M-22 rather than opposing this amendment.  
Young / no second. The motion died.

**MOTION:** Move to authorize staff to forward the attached letter to the Pierce County Council.  
Ruffo / Picinich – unanimously approved.

4. First Reading of Ordinance – Accepting a Donation for the Purpose of Purchasing Equipment that will be used in Support of Senior Citizen Program. Mark Hoppen explained that an ordinance needs to be passed to accept this donation of funds gleaned by the Mayor. This will return at the next meeting for a second reading.

**STAFF REPORTS:**

Mark Hoppen explained that the following reports are for Council's review and no verbal report would be given. He then congratulated John Vodopich and Councilmember Franich for their effort in obtaining an additional \$500,000 in grant funding for the Skansie Brothers Park. He said that in addition, Representative Pat Lantz was successful in helping to this get through. This results in a total recoup of one million for the Skansie Brothers Park property acquisition.

1. Community Development - Incentives for Senior Housing.
2. Community Development – First Quarter 2005 Building Permit Data.
3. Community Development – Pump Station 2A Public Meeting.
4. Finance – First Quarter Financial Reports.

**PUBLIC COMMENT:**

Michael Perrow – PO Box 1266, Gig Harbor. Mr. Perrow said that he runs up to 70 miles per week and voiced concern with pedestrian safety issues around the harbor. He said he was almost hit in the roundabout, and suggested that when the flashing crosswalks are installed that adding a 4-way light in the center would alert pedestrians to whether or not the lights are functioning.

He continued to suggest that when the city develops parks, that there be more focus on maintenance and safety. He used the recently developed BMX Park to illustrate that nothing has been done to the road to protect pedestrians. He said that the cars don't stop at the intersection of Vernhardson and Crescent Valley, and besides almost being hit himself, he has witnessed kids on bikes almost being hit. He suggested a four-way stop or a curbed sidewalk off the roadway. He then spoke about the dangers of crossing Wollochet Drive from the Tallman Nature Park and the lack of painted crosswalks when exiting the Grandview Forest Park. He just said that pedestrian safety is his concern.

Mr. Perrow then recommended a shoulder or other non-paved path when completing the Cushman Trail to facilitate runners. His final comment was that the police officers don't wave when they are in their cars, which may affect public perception.

Mark Hoppen said that he forwarded the suggestion for soft-surfaces to Metro-Parks and they are working in conjunction on development of the Cushman Trail.

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

Councilmember Franich said that he noticed the pavers have been redone at least twice at the corner of Pioneer and Harborview and the grass is growing up and it looks unkempt. He suggested that stamped concrete rather than the pavers.

Mark Hoppen explained that this would be addressed quickly.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:45 p.m.  
Ruffo / Franich – unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1 – 29  
Disc #2 Tracks 1 – 16.  
Disc #3 Tracks 1 – 3.

---

Gretchen A. Wilbert, Mayor

---

Molly Towslee, City Clerk

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

**WHEREAS**, the health and well-being of children is our responsibility; and,

**WHEREAS**, the safety of our children is a significant concern for parents, community leaders and health care givers; and

**WHEREAS**, the Environmental welfare is of universal concern and deserves the utmost attention; and

**WHEREAS**, it started in childhood, proper Health, Safety and Environmental habits can be maintained for a lifetime, producing a valued and contributing member of society, and enhancing our community; and

**NOW, THEREFORE**, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do hereby declare May 14, 2005 as

***“KID’S DAY AMERICA / INTERNATIONAL<sup>TM</sup>”***

In the City of Gig Harbor and urge that this day be dedicated to the efforts of Doctors of Chiropractic in helping educate all citizens on the important of Health, Safety, and Environmental issues affecting our community, and encourage all citizens to join me in celebrating this day.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 9<sup>th</sup> day of May, 2005.

---

Gretchen A. Wilbert, Mayor

---

Date



# KIDS DAY AMERICA™

OVER THREE MILLION CHILDREN AND ADULTS

Dedicated to Children's Health, Safety & Environmental Awareness



Dear Mayor Wilbert and the Gig Harbor Council,

We look forward to our role as the official Chiropractic office representing the eleventh annual "Kids Day America/International™" event in Gig Harbor on Saturday, May 14, 2005. "Kids Day America/International™" is a special day set aside to address health, safety, and environmental issues that affect us as individuals and as a community. It was founded for the purpose of educating families and communities about these important social concerns.

To date, more than 2,000 communities have participated in this event and almost 3,000,000 children and their families have enjoyed this day throughout the world. With the help and support of thousands of local police departments, county sheriff's offices, dentists, and photographers who volunteer their time, all of these children completed their own Child Safety ID cards.

Mayors, Governors, and Senators across the nation have signed the official "Kids Day America/International™" proclamation. We are asking the City Council to support this community event by signing the proclamation for Gig Harbor. Included are several previously signed proclamations for your reference. There is currently enough support from Mayors and Governors across North America to bring this program to the White House, creating a national day that recognizes the enormous contribution Chiropractors have made in helping the children of their communities.

This year, our event will benefit the Mary Bridge Children's Hospital. We would love to have you, and any council member that is able to attend, join us for the festivities. Our ribbon-cutting ceremony is scheduled to take place at 12:30 pm, when we would like you to sign the proclamation.


Please join us in supporting this momentous international event! Thank you for your dedication to the children.

Yours in support of our children,

John E. Duppenhaler, DC



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DICK J. BOWER, CBO**   
**BUILDING OFFICIAL / FIRE MARSHAL**  
**SUBJECT: BUILDING SAFETY WEEK**  
**DATE: MAY 9, 2005**

**BACKGROUND**

Since 1980, in an effort to promote the use and understanding of construction and building codes worldwide, the International Code Council has established one week a year as "Building Safety Week." This year that week is May 8<sup>th</sup> - 14<sup>th</sup>.

Building safety week provides us an opportunity to participate with other jurisdictions and organizations to promote safety in the built environment and to promote the services that we provide toward that end. To help promote our building safety programs the city will be distributing a number of brochures discussing various building code and safety related issues. We will also have a number of promotional items such as coloring and activity books for kids, pencils, and similar materials on hand for distribution at the permit counter.

**FISCAL IMPACT**

No fiscal impact is involved with this event.

**RECOMMENDATION**

I would like to request that the Mayor and Council lend their support to this public awareness opportunity by proclaiming May 8-14, 2005 as Building Safety Week in the City of Gig Harbor.

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

*Whereas*, through our continuing attention to building safety, we enjoy the comfort and peace of mind of structures that are safe and sound; and,

*Whereas*, building safety and fire prevention officials are at work, year round, to guide the safe construction of buildings; and,

*Whereas*, the dedicated members of the International Code Council, including building safety and fire prevention officials, architects, engineers, and others in the construction industry, develop and enforce codes to safeguard Americans in the buildings where we live, work, play and learn; and,

*Whereas*, Building Safety Week, sponsored by the International Code Council Foundation, is an excellent opportunity to increase public awareness of the role building safety and fire prevention officials, local and state building departments, and federal agencies play in protecting lives and property; and

*Whereas*, this years theme, "Making Homes, Schools and Workplaces Safer Together," encourages all Americans to raise our awareness of building safety, and to take appropriate steps to ensure that the places where we live, work, play and learn are safe; and

*Whereas*, This year, as we observe Building Safety Week, we ask all Americans to consider projects to improve building safety at home and in the community, and to recognize the local building safety and fire prevention officials and the important role that they play in public safety.

NOW, THEREFORE, I do hereby proclaim April 4 through April 10, 2005, as Building Safety Week in the City of Gig Harbor. I urge all people to participate in Building Safety Week activities and to commence efforts to improve building safety.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this ninth day of May, 2005.

---

Mayor, City of Gig Harbor

---

Date



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEVE MISIURAK, P.E.**  
**CITY ENGINEER**  
**SUBJECT: SEWAGE PUMP STATION 2A REPLACEMENT PROJECT,**  
**CSSP - 0201**  
**- BID AWARD**  
**DATE: MAY 9, 2005**

**INTRODUCTION/BACKGROUND**

A budgeted objective from this year's Sewer Operating fund provides for the replacement of the problematic and outdated Pump Station 2 with the construction of the new Sewage Pump Station 2A, and associated site improvements and appurtenances.

In response to an advertisement for bids, bid proposals were received from four contractors. Their bids are summarized below:

|   |                                     |                |
|---|-------------------------------------|----------------|
| 1 | PIVETTA BROTHERS CONSTRUCTION, INC. | \$896,923.28   |
| 2 | STAN PALMER CONSTRUCTION, INC.      | \$932,834.03   |
| 3 | TEK CONSTRUCTION, INC.              | \$1,092,239.70 |
| 4 | PEASE & SONS, INC.                  | \$1,194,910.87 |

The lowest responsive bid proposal received was from Pivetta Brothers Construction, Inc., in the amount of Eight Hundred Ninety-six Thousand Nine Hundred Twenty-three Dollars and Twenty-eight Cents (\$896,923.28), including state sales tax.

**ISSUES/FISCAL IMPACT**

Sufficient funds are available within the 2005 Sewer Operating Fund Objective No. 2 in the amount of \$850,000 and Objective No. 10 in the amount of \$150,000 for a total budgeted amount of \$1,000,000.

**RECOMMENDATION**

I recommend that the Council authorize the award and execution of the contract for the Sewage Pump Station 2A Replacement Project (CSSP-0201) to Pivetta Brothers Construction, Inc., as the lowest responsible bidder, for their bid proposal amount of Eight Hundred Ninety-six Thousand Nine Hundred Twenty-three Dollars and Twenty-eight Cents (\$896,923.28).



**CITY OF GIG HARBOR  
CONTRACT  
FOR  
SEWAGE PUMP STATION 2A  
PROJECT  
CSSP - 0002**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Pivetta Brothers Construction, Inc., hereinafter called the "Contractor."

**WITNESSETH:**

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of Sewage Pump Station 2A Project, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Sewage Pump Station 2A Project, CSSP-0002," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum Eight Hundred and Ninety-Six Thousand, Nine Hundred Twenty-three Dollars and twenty-eight cents (\$896,923.28) subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within one hundred fifty (150)-working days.
3. The Contractor agrees to pay the City the sum of \$896.92 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Technical Specifications.

CONTRACT: Sewage Pump Station 2A Project (CSSP -0002)

6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

PIVETTA BROS. CONSTRUCTION, INC.

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor  
City of Gig Harbor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: Mark Pivetta  
Print Title: MARK PIVETTA  
Date: 5/4/05

ATTEST:

Pivetta Brothers Construction, Inc.  
1812 Pease Avenue  
Sumner, WA 98390  
253-862-7890 253-470-5008 Fax

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

APPROVED FOR FORM:

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



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.**  
**CITY ENGINEER**  
**SUBJECT: XEROX 3040 MAINTENANCE AGREEMENT**  
**DATE: MAY 9, 2005**

**INFORMATION/BACKGROUND**

Attached is the Full Service Maintenance Agreement for the Xerox 3040 engineering plans copy machine that is located in the Community Development media room. The warranty period for the copier expired on May 16, 2005. A maintenance agreement such as this is typically offered upon expiration of the warranty and basically serves as an extended warranty. This agreement covers all Xerox parts and labor and eliminates the \$195 service call charge for the first 30 minutes of labor and \$26.67 for each additional 10 minutes.

This agreement is offered at \$360 per quarter plus a \$.06 per lineal foot click charge (the copier's meter reading) and is billed quarterly. This agreement has been reviewed and approved by the City Attorney.

**FISCAL CONSIDERATION**

Routine maintenance of our computer and peripheral equipment was anticipated in the adopted 2005 Budget. Sufficient funds are available in this department's line item for computer and peripheral upgrades.

**RECOMMENDATION**

I recommend that City Council authorize the Mayor to sign the attached copier maintenance contract for one year in the amount of One Thousand Four Hundred Forty Dollars (\$1,440.00) plus a \$.06 per lineal foot click charge.



**SEATTLE**  
(206) 467-1611  
235 Ninth Avenue North  
Seattle, WA 98109-5190

# CASCADE

*Architectural & Engineering Supplies Co.*

**PORTLAND**  
(503) 224-0681  
625 Northwest 17th Avenue  
Portland, OR 97209

**Date:** 5/3/05  
**Company:** CITY OF GIG HARBOR  
**Account:** 2564

**Attn:** WILL HENDRICKSON

Thank you for purchasing a Xerox 3040 engineering copier. The warranty period of 90 days on your machine (S/N 47172) expired on 3/16/05. At this time you have the option to take the Full Service Maintenance Agreement. The Contract covers all Xerox parts and labor, and eliminates the \$195.00 Call Charge for the first 30 minutes of labor and \$26.67 for each additional 10 minutes. Replacement supplies of consumables such as paper and toner are not covered under the service agreement, and must be purchased separately. This agreement is offered to you for \$360.00 per quarter, plus a \$.06 per lineal foot click charge also billed quarterly. [Click= analog meter counter inside right hand door of machine. Meter counts in feet of usage].

If you elect to keep the equipment on the Full Service Maintenance Agreement with Xerox or Cascade A & E Supplies, The Xerox Total Satisfaction Guarantee will be in effect. The guarantee states, "If you are not totally satisfied with any Xerox Equipment acquired by you from Xerox or Cascade A & E Supplies Co., Xerox or C.A.E.S Co. will, at your request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable features and capabilities." This Guarantee will be effective for 3 years following Equipment delivery. This Guarantee applies only to Equipment which has been continuously maintained by C.A.E.S Co. under a Full Service Maintenance plan, and is not applicable to Equipment damaged or destroyed due to an act of nature.

YES please bill me for the FSMA Contract.  NO I do not want the FSMA

Purchase order number \_\_\_\_\_

Signature/Date \_\_\_\_\_

Please fax this sheet back to Guy Fluno at (503) 299-6501.



**SEATTLE**  
(206) 467-1611  
235 Ninth Avenue North  
Seattle, WA 98109-5190

**PORTLAND**  
(503) 224-0681  
625 Northwest 17th Avenue  
Portland, OR 97209

**CASCADE**

*Architectural & Engineering Supplies Co.*

## **HARDWARE MAINTENANCE**

### Terms and Conditions

**1. Service Calls**

The service prices shown on the face hereof are based upon service during a normal workday, 8:00 A.M. to 5:00 P.M., excluding weekends and holidays.

**2. Response Time on Service Calls**

The normal response time on service calls is within eight business hours, excluding weekends and holidays.

**3. Equipment Covered**

At Cascade Architectural & Engineering Supply Company's (CAE) sole option, equipment over five years from date of manufacture End OF Life notice will be serviced by CAE on a best effort time and materials basis, and at then current standard service rates. Equipment that has been modified without CAE's prior written approval is not eligible for maintenance services hereunder. Only controllers, which are attached to a XES manufactured plotter under this agreement, are eligible for coverage hereunder. Only those units whose installed options are covered separately hereunder are eligible for coverage. This agreement is subject to renegotiation in the event that the equipment is moved from the site designated hereunder.

**4. Pre-Inspection**

A pre-inspection of any equipment previously delivered is required for equipment to be covered under the agreement, unless such coverage is an uninterrupted continuation of either a warranty period or a previous contract. Charges incurred for this pre-inspection, including actions required to bring the equipment within original operating specifications, will be invoiced by CAE to customer at CAE's then current standard service rates.

**5. Responsibility of Customer**

Customer shall provide, free of charge, the equipment to be serviced, required system time with ready access, adequate working space and power outlets for use by maintenance personnel, and the provisioning and disposal of supplies used for maintenance purposes. Physical replacement of toner cartridges is the customer's responsibility when machine is low on toner.

## 6. Service

The maintenance services provided hereunder are as follows:

- a. Remedial maintenance, as required.
- b. Preventive maintenance necessary to maintain the equipment within original operating specifications.
- c. Repair parts, on an exchange basis, as well as labor and travel charges.
- d. Replacement parts used during maintenance may be Newly Manufactured or Remanufactured. Newly Manufactured parts are newly assembled parts that may contain used components, which have been reprocessed to assure machine compliance with product performance and reliability specifications. Remanufactured parts are parts that have been disassembled to a predetermined standard established by XES with defective components being replaced by new, reprocessed or used components. Before being inspected and tested to newly manufactured machine test standards, the parts will be cleaned and refinished and all retrofits deemed by XES as field mandatory will be installed.

## 7. Exclusions

In addition to the service exclusions set forth in sections three and eight, no maintenance service will be provided with respect to any equipment malfunctions or problems caused by or relating to any of the following:

- a. Equipment not covered under this agreement, whether manufactured by XES.
- b. Customer software, XES supplies software modified by the customer.
- c. Abnormal operating conditions, misuse, operator error, customer's failure to perform (routine) operator maintenance as described in applicable "Operator Manual," or problems from any cause due to use of the equipment outside the operating specifications therefore.
- d. Network cables and components thereof, when installed or altered by customer or its vendor.
- e. Change of computer hardware or operating system.

## 8. Supplies

The selection and proper use of equipment supplies, including media and toner, is the customer's responsibility. CAE reserves the right to exclude from this agreement any repairs for damage to XES equipment primarily caused by the use of non-Xerox supplies. CAE will, on request, repair such damage on a best effort time and material basis, and at the current standard service rates.

## 9. Term of Agreement

The initial term of this agreement is for a period of one year and is renewable by letter sent by Cascade A & E for additional terms of one year at the current rate at time of renewal letter unless terminated by either party through written notice at least sixty days prior to the expiration. For shorter-term contracts, the following premiums apply:

| TERM         | PREMIUM                 |
|--------------|-------------------------|
| 1-3 months   | Pro-rated rate plus 50% |
| 4-6 months   | Pro-rated rate plus 30% |
| 7-9 months   | Pro-rated rate plus 10% |
| 10-11 months | Pro-rated rate          |

## 10. Termination

Either party may terminate this agreement upon written notice of termination to the other in the event of a material breach to this agreement or the agreement whereby customer purchased the covered equipment and such breach remains uncured for ten days following written notice of breach.

**11. Payment**

The service prices will be invoiced pursuant to the billing period identified on the faced hereof. Payment terms are net 10<sup>th</sup>.

**12. Taxes**

All service prices and other charges assessed hereunder are exclusive of any state, or local sales, use or any other excise tax. These taxes will be added to the invoice as applicable.

**13. Disclaimer of Implied Warranties and Limitation of Liability**

CAE disclaims the implied warranty of fitness for a particular purpose following the expiration of any express warranty pertaining to the equipment; CAE disclaims the implied warranty of merchantability.

**14. Limitation / Disclaimer of Liability**

Except for damages caused by CAE's willful misconduct, recklessness, or gross negligence, the parties agree that to the extent permitted by applicable law, CAE limits or disclaims liability related to the manufacture, delivery, or use of the equipment or the provision of services for the equipment as follows:

- a. For direct damages, CAE's liability is limited to the greater of the amounts paid by the customer or 10% of the amount required to be giving rise to, or which are the subject of, the claim whether such claim alleges breach of contract, tortious conduct including but not limited to negligence, or any other theory.
- b. CAE disclaims liability for indirect, incidental, special, or consequential damages (including, but not limited to, loss of use, revenue or profit) whether such claim alleges breach of contract, tortious conduct including but not limited to negligence, or any other theory.

**15. Amendments**

This agreement may be amended only by an instrument in writing executed by duly authorized representatives of both parties.

**16. Governing Law**

This agreement shall be governed and construed in all respects in accordance with the laws of the State of Washington.

**17. Entire Agreement**

This agreement constitutes the entire agreement for maintenance service between customer and Cascade Architectural & Engineering Supply Company. The terms and conditions shall prevail notwithstanding any variance with the terms and of any order submitted by customer.



**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: JOB DESCRIPTION UPDATE**  
**DATE: May 9, 2005**

**INFORMATION/BACKGROUND**

Attached are job descriptions for positions budgeted and approved in the *City of Gig Harbor 2005 Annual Budget*. These job descriptions are a management convenience and are adopted for inclusion in city job descriptions by simple motion.

**RECOMMENDATION**

Staff recommends that the City Council motion to approve the attached job descriptions for inclusion in the *2005 City of Gig Harbor Job Descriptions*.





TO: CITY COUNCILMEMBERS  
FROM: MAYOR GRETCHEN WILBERT *GW*  
SUBJECT: APPOINTMENT TO THE PLANNING COMMISSION  
DATE: MAY 9, 2005

#### INTRODUCTION / BACKGROUND

With the advent of appointments to the Design Review Board and the September / November elections, I'm delighted that the community is abuzz with enthusiastic excitement.

Fifteen applications to the DRB have been received. The decision to appoint six applicants to serve on the board will be made by the City Council.

Seven applications have been received for the two vacancies on the Planning Commission.

#### RECOMMENDATION

To approve the Planning Commission appointments of Marilyn Owel to the vacant term to serve until June, 2011, and Harris Atkins to the unexpired term of five years to serve until June, 2010.

Marilyn E. Ovel  
6844 Main Seal Lane  
Gig Harbor, WA 98335

RECEIVED  
APR 15 2005  
CITY OF GIG HARBOR

April 15, 2005

Mayor Gretchen Wilbert  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor Wilbert:

I read with some dismay of two departures from the Planning Commission. Having served on the Planning Commission I well remember the effort and conscientiousness required, and as a citizen, I thank Carol Johnson and Bruce Gair for their contribution to this community.

This letter is to inform you that I wish to be considered for appointment to the Planning Commission. I have past experience on the Planning Commission as well as experience as a city councilperson. In addition, I can offer to the Planning Commission and the City Council, communication skills, a broad viewpoint, and an understanding of how staff, the Commission, and the Council can mesh their skills and insights for the greater good of Gig Harbor citizens.

Thank you for your consideration and best wishes.

Sincerely,  
Marilyn Ovel

Marilyn Ovel

3139 Anne-Marie Court  
Gig Harbor, WA 98335  
April 27, 2005

RECEIVED  
APR 29 2005  
CITY OF GIG HARBOR

Mayor Gretchen Wilbert  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335

Subject: Planning Commission Opening

Reference: The Peninsula Gateway, April 27, 2005

Dear Mayor Wilbert,

I would like to serve on the Gig Harbor Planning Commission. I enjoy the challenge of civic work and would like to participate in the planning process for shaping Gig Harbor's future.

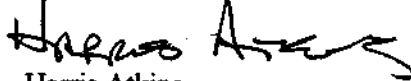
My wife, Mary, and I moved to Gig Harbor in the Fall of 2000. Prior to that point, we had lived in Issaquah for 27 years. We did not start out to leave Issaquah, but rather we came to Gig Harbor on a Sunday afternoon to explore the area because a friend had moved here. We were taken with the look and feel of the Community and the ambience of the areas around the harbor and decided to move here. I was particularly impressed with the extent of retail services and how the larger retail activities had been located in a way so as not to conflict with the small town feel of the harbor areas. I would like to help preserve those attributes.

I have a BS in Aeronautical Engineering and worked with The Boeing Company for 35 years as an engineer and manager before retiring in 1996. I served on the Issaquah Development Commission for about 18 months before leaving to serve as a member of the City Council. I served two terms on the City Council, including 3 years as Council President and several brief stints as mayor pro tem, completing my second term in 1999. During my tenure as Council President we developed and adopted a complete revision of the City's Comprehensive Plan. Since moving to Gig Harbor, I have had the opportunity to attend several Planning Commission and City Council meetings and to read the City's Comprehensive plan and portions of the Municipal Code. My wife and I are members of The Gig Harbor Welcome Club and are active in a number of Club activities

These experiences have given me the background to be a productive member of the Commission and should the Council elect to appoint me to the Commission, I will work hard to be so.

I can be reached at my e-mail address: [harrisa@centurytel.net](mailto:harrisa@centurytel.net) or at my home phone: 858-6270.

Sincerely,

  
Harris Atkins



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEVE MISIURAK, P.E.** *[Signature]*  
**CITY ENGINEER**  
**SUBJECT: RUSHMORE WATER MAIN REPLACEMENT PROJECT (CWP- 0209)**  
**AUTHORIZATION FOR CONSTRUCTION BID AWARD, COMPACTION**  
**TESTING SERVICES, AND SURVEY SERVICES**  
**DATE: MAY 9, 2005**

**INTRODUCTION/BACKGROUND**

A budgeted objective from the city's water department provides for the replacement of approximately 2,100 feet of undersized and problematic water main located in the Rushmore subdivision. On April 18, 2005, sealed bid proposals were opened and Pape and Sons Construction, Inc. was the lowest responsive bidder at \$278,210.01. A reference check was completed and verified.

In response to an advertisement for bids, six responsive proposals were received as summarized below:

|   |                     |
|---|---------------------|
| <b>Pape and Sons Construction, Inc.</b> | <b>\$278,210.01</b> |
| Les Russell Construction, Inc.          | \$318,552.91        |
| KarVel Construction, Inc.               | \$331,057.94        |
| Harlow Construction, Inc.               | \$340,300.12        |
| Sound Excavation, Inc.                  | \$340,653.50        |
| Nova Construction, Inc.                 | \$358,084.22        |

Construction staking and related survey work is necessary to provide vertical and horizontal grades and other related information for the contractor to properly install the water main and associated appurtenances. After reviewing the Consultant Services Roster, the City contacted the survey firm of PriZm Surveying, Inc. and requested quotations to provide these services. Upon review of the provided price quotation and proposal, PriZm Surveying, Inc. was selected to perform the work. Selection was based on their understanding of the project, extensive municipal survey experience, and the exceptional experience the city has had with their firm on past projects. This scope includes the layout of construction staking with offsets, establishing a horizontal and vertical control network, and the surveying and possible reconstruction of eleven existing plat monuments in an amount not to exceed \$8,570.00.

Additionally, compaction testing of sub-base conditions and laboratory analysis of pavement design is needed to ensure that the contractor is meeting minimum contract

requirements. Again, the Consultant Services Roster was reviewed and the testing laboratory firm of Krazan and Associates, Inc. was contacted requesting a scope and fee to provide these services. Krazan and Associates, Inc. was chosen based on their extensive understanding of geotechnical engineering, their willingness to accommodate a tight schedule and their excellent work on past projects with the city. The scope includes soils compaction inspection of sub-base conditions and compaction testing of ACP (asphalt concrete pavement) overlay in an amount no to exceed \$7,600.00.

#### **ISSUES/FISCAL IMPACT**

This project was anticipated in the adopted 2005 Budget and is within the 2005 Water Operating budgeted allocation of \$400,000, Objective No. 1. The combined total of the afore-mentioned contracts is \$294,380.01 with \$105,619.99 remaining in the project budget.

#### **RECOMMENDATION**

I recommend that the Council authorize the award and execution of the contract for the Rushmore Water Main Replacement Project (CWP-0209) to Pape and Sons Construction, Inc., as the prime contractor, for their bid proposal amount of Two Hundred Seventy-eight Thousand Two Hundred Ten Dollars and One Cent (\$278,210.01), including retail sales tax. In addition, I recommend that the Council authorize the execution of the Consultant Services Contracts with PriZm Surveying, Inc. in an amount not to exceed Eight Thousand Five Hundred Seventy Dollars (\$8,570.00) and Krazan and Associates, Inc. in an amount not to exceed Eight Thousand Five Hundred Seventy Dollars (\$8,570.00) for a combined project amount of Two Hundred Ninety-four Thousand Three Hundred Eighty Dollars and One Cent \$294,380.01.

**RUSHMORE WATER MAIN REPLACEMENT PROJECT  
CWP- 0209**

**CONTRACT**

THIS AGREEMENT, made and entered into, this      day of May, 2005, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Page & Sons Construction, Inc. hereinafter called the "Contractor."

**WITNESSETH:**

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the construction and replacement of the Rushmore Water Main Replacement Project, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Rushmore Water Main Replacement Project, CWP-0209," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of Two hundred Seventy Eight thousand Two hundred ten dollars and one cents (\$278,210.01), including state sales tax, and subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within fifty (50)-working days.
3. The Contractor agrees to pay the City the sum of \$ 835.00 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the

Contract Documents, including, but not limited to the Washington State Department of Transportation's "2004 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.


- 6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

\_\_\_\_\_  
 Gretchen A. Wilbert, Mayor  
 City of Gig Harbor

\_\_\_\_\_  
  
 Name: James Pape  
 Pape & Sons Construction, Inc

Print Title:  
 President

ATTEST:

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

APPROVED FOR FORM:

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

**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 Rushmore Water Main 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 April 18, 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 Eight Thousand Five Hundred Seventy Dollars and No Cents (\$8,570.00) 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 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 \_\_\_\_\_, 2005.

By: [Signature]  
CONSULTANT  
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:

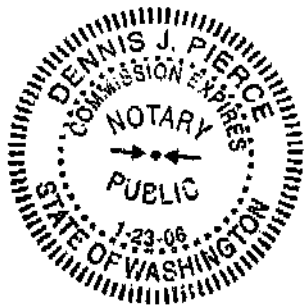
\_\_\_\_\_  
City Attorney

ATTEST:

STATE OF WASHINGTON )  
 )  
COUNTY OF PIERCE ) ss.

I certify that I know or have satisfactory evidence that GREZ ZURN 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: APRIL 19 2005



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

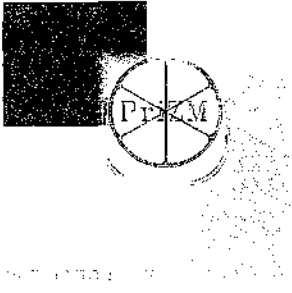
\_\_\_\_\_

\_\_\_\_\_  
(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

APRIL 18, 2005

GEORGE FLANIGAN  
CITY OF GIG HARBOR  
3570 GRANDVIEW  
GIG HARBOR, WA. 98335

RE: RUSHMORE WATER MAIN REPLACEMENT

MR. FLANIGAN

PRIZM IS PLEASED TO PROVIDE A PROPOSAL FOR CONSTRUCTION STAKING FOR THE RUSHMORE WATER LINE REPLACEMENT PROJECT.

**TASK 1**

ESTABLISH A HORIZONTAL AND VERTICAL CONTROL NETWORK BASED ON DATA PROVIDED BY THE CITY RELATING TO ON SITE MONUMENTATION AND/OR SITE CONTROL MONUMENTS. SITE CONTROL WILL BE ESTABLISHED USING EITHER GPS OR CONVENTIONAL SURVEYING METHODS. THE COST FOR THIS TASK WILL BE \$1,380.00.

**TASK 2**

THIS TASK WILL ENCOMPASS THE LOCATION AND REFERENCING OF APPROXIMATELY 11 EXISTING ROAD AND/OR PLAT MONUMENTS. THESE REFERENCE POINTS WILL BE SET AS TO MINIMIZE THE RISK OF DISTURBANCE DURING CONSTRUCTION. THE MONUMENT POSITION'S WILL BE REESTABLISHED AFTER CONSTRUCTION AND NEW MONUMENTS WILL BE CONSTRUCTED BY PRIZM AT THESE POSITIONS. THE COST FOR THIS TASK WILL BE \$3,490.00.

**TASK 3**

PROVIDE LAYOUT STAKING WITH OFFSETS OF THE PROPOSED WATERLINE, BLOWOFF ASSEMBLIES, BENDS, TEES AND HYDRANT LOCATIONS. THE COST FOR THIS TASK WILL BE \$2,800.00

**TASK 4**

THIS TASK ENCOMPASSES ALL NECESSARY CALCULATIONS AND OFFICE SUPPORT FOR THE FIELD CREWS. THE COST FOR THIS TASK WILL BE \$900.00.

TOTAL COST FOR THE PROJECT WILL BE \$8,570.00

PLEASE FEEL FREE TO CONTACT ME WITH QUESTIONS YOU MIGHT HAVE.

SINCERELY

  
DENNIS J. PIERCE  
PRIZM SURVEYING INC.

CONSULTANT'S SALARY AND BILLING RATES  
PRIZM SURVEYING INC.

Contract No. \_\_\_\_\_

Contract Title: RUSHMORE WATER MAIN 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           |                          |  |
| JOHN KUNST           | PARTY CHIEF           |                          |  |
| CORY MENDENHALL      | CHAINMAN              |                          |  |
| DAVID DIAZ           | CHAINMAN              |                          |  |
| RICH WILLYERD        | CHAINMAN              |                          |  |
| SEAN DINOHUE         | OFFICE MANAGER        | \$40.00                  |  |
|                      |                       |                          |  |
|                      |                       |                          |  |
|                      |                       |                          |  |
|                      |                       |                          |  |
|                      |                       |                          |  |
|                      |                       |                          |  |
|                      |                       |                          |  |
|                      |                       |                          |  |

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 20714 State Hwy. 305 NE, Suite 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction of the Rushmore Water Main Replacement Project and desires that the Consultant perform testing 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 April 13, 2005 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Cost**, 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 Seven thousand Six hundred dollars and zero cents (\$7,600.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this

Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by July 15, 2005; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

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

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

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

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

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

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

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

## **IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the

Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT  
Jeffrey M. Bowers  
Construction Services Manager  
20714 State Hwy. 305 NE, Suite 3C  
Poulsbo, Washington 98370  
(360) 598-2126

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

CITY OF GIG HARBOR

By: Jeffrey M. Bowers  
Its Principal

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

Notices to be sent to:  
CONSULTANT  
Jeffrey M. Bowers  
Construction Services Manager  
20714 State Hwy. 305 NE, Suite 3C  
Poulsbo, Washington 98370  
(360) 598-2126

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

APPROVED AS TO FORM:

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF PIERCE     )


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

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

\_\_\_\_\_

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

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

 **Krazan** & ASSOCIATES, INC.GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING  
CONSTRUCTION TESTING & INSPECTION**Exhibit A**

April, 13, 2005

KA Proposal No.:

P05-062PR.2  
Page 1 of 4

*Client:* City of Gig Harbor  
**MR. GEORGE FLANIGAN**  
3510 Grandview Street  
Gig Harbor, WA 98335

*Telephone:* 253-851-6170  
*Fax:* 253-853-7597

*Project:* **Rushmore Water Main Replacement**

Dear Mr. Flanigan:

Krazan & Associates, Inc. has been providing site development engineering services on the West Coast for over twenty years and in the Pacific Northwest for ten years. Our west sound laboratory is conveniently located on the Kitsap Peninsula in Poulsbo. As a full service quality assurance engineering and consulting firm, Krazan & Associates, Inc. offers project teams who possess a strong base of knowledge. Our capabilities range from environmental & geotechnical engineering to construction testing and inspection. We are nationally certified to perform construction material testing by IAS/ICC Evaluation Services and meet the requirements for all state, municipal and Department of Navy projects.

Thank you for the opportunity to submit this proposal for construction testing and inspection services for the above referenced project. We propose to perform the necessary services on a time and material basis.

Respectfully submitted,  
**KRAZAN & ASSOCIATES, INC.**



Jeffrey M. Bowers  
Construction Services Manager  
Pacific Northwest Division



Destiny Chesledon  
Business Development Coordinator

## Exhibit B

## ANTICIPATED SERVICES

| DESCRIPTION                                | UNIT | RATES    |      | AMOUNT            |
|--|------|----------|------|-------------------|
| Soils Compaction Inspection                | 100  | \$40.00  | hr.  | \$4,000.00        |
| Nuclear Densometer Rental/Security Fee     | 20   | \$10.00  | ea.  | \$200.00          |
| Asphalt Inspection                         | 40   | \$40.00  | hr.  | \$1,600.00        |
| Project Management                         | 2    | \$60.00  | hr.  | \$120.00          |
| Report Preparation/Processing              |      | \$40.00  | hr.  | \$0.00            |
| Sample Pick Up                             |      | \$40.00  | hr.  | \$0.00            |
| Mileage                                    | 1200 | 0.40     | mile | \$480.00          |
| Moisture Density Relationship {ASTM D1557} | 2    | \$180.00 | ea.  | \$360.00          |
| Soil Sieve Analysis {ASTM C136}            | 2    | \$95.00  | ea.  | \$190.00          |
| Asphalt Rice Analysis                      | 2    | \$100.00 | ea.  | \$200.00          |
| Asphalt Extraction/Gradation {ASTM D2172}  | 2    | \$225.00 | ea.  | \$450.00          |
| <b>CONSULTING SERVICES IF REQUIRED</b>     |      |          |      |                   |
| Field Geologist/Field Engineer             |      | \$65.00  | hr.  | \$0.00            |
| Senior Engineering Geologist               |      | \$80.00  | hr.  | \$0.00            |
| Senior Environmental Geologist             |      | \$85.00  | hr.  | \$0.00            |
| Staff Engineer                             |      | \$85.00  | hr.  | \$0.00            |
| Senior Engineer                            |      | \$95.00  | hr.  | \$0.00            |
| Principle Engineer                         |      | \$110.00 | hr.  | \$0.00            |
| <b>TOTAL ESTIMATED PROJECT BUDGET:</b>     |      |          |      | <b>\$7,600.00</b> |

**NOTES:**

This cost estimate is based on the scope of work and assumptions outlined in our proposal number P05-062PR.2 dated 4/13/05, which are inclusive, by reference. A four-hour minimum portal-to-portal charge applies to each structural steel inspection. Costs for construction testing and inspection services are highly dependent on contractors schedule; weather, overlapping of work and other factors. Therefore, the quantities listed in our cost estimate should be considered approximate. Krazan & Associates, Inc. does not control the work, staffing, or production rate. Therefore the estimate provided above does not imply a lump sum fee, not-to-exceed fee or guaranteed maximum price. This cost estimate does not include overtime, retests, or change in the condition or schedule. The standard turn around time for proctor/sieve analyses will be (3) business days from the time the soil sample is delivered to our lab. This offer terminates ninety calendar days from the date of the issue, unless otherwise stated and agreed.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: GUS BRANDON GARCIA**  
**ASSOCIATE ENGINEER**  
**SUBJECT: BURNHAM DRIVE SEWER REPLACEMENT PROJECT**  
**TOPOGRAPHIC SURVEY SERVICES - CONSULTANT SERVICES**  
**CONTRACT AMENDMENT**  
**DATE: MAY 9, 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.

PriZm Surveying Inc. has a current consultant services contract in the amount of \$3,305.00 for the topographic survey of Burnham Drive. Preliminary engineering design has revealed that a larger portion of the sewer line on Burnham Drive is in need of restoration due to insufficient grade to facilitate normal flow and conveyance of sanitary sewer. As a result, additional topographic survey is needed to complete the sanitary sewer design. The city contacted PriZm Surveying Inc. to provide the additional survey needed. A revised fee in the amount of \$1,260.00 was provided by the consultant, amending the contract total to \$4,565.00.

The scope includes topographic surveying along the amended 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**

Staff recommends that the Council authorize the execution of the Amended Consultant Services Contract with PriZm Surveying, Inc. for survey work in the amount not to exceed One Thousand Two Hundred Sixty Dollars and No Cents (\$1,260.00).

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

THIS AMENDMENT is made to the AGREEMENT, dated March 14, 2005, 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 agreed to perform the services, and the parties executed an Agreement on March 14, 2005 (hereinafter the "Agreement"); and

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


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

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

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: One Thousand Two Hundred Sixty Dollars and zero cents (\$1,260.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2005.

By:   
Its Principal

THE CITY OF GIG HARBOR

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

Notices to be sent to:

CONSULTANT  
Prizm Surveying, Inc.  
Attn: Gary Letzring  
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

APPROVED AS TO FORM:

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

ATTEST:

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



STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF PIERCE     )

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

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

\_\_\_\_\_

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

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



Surveying, Inc.

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

(253) 404-0983  
(253) 404-0984 fax  
[dpierce@prizmsurveying.com](mailto:dpierce@prizmsurveying.com) or [gzurn@prizmsurveying.com](mailto:gzurn@prizmsurveying.com)

*A*  
Professional  
Land Surveyors

May 2, 2005

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

RE: ADDITIONAL TOPOGRAPHIC SURVEY TO EXISTING BURNHAM DRIVE PROJECT

MR. GARCIA

PRIZM IS PLEASED TO PROVIDE YOU THIS PROPOSAL FOR ADDITIONAL TOPOGRAPHIC SURVEYING SERVICES, EXPANDING OUR EXISTING COVERAGE NORTH TO THE SEWER LIFT STATION ON BURNHAM DRIVE.

**TASK 1**

UTILIZE OUR EXISTING HORIZONTAL AND VERTICAL SITE CONTROL NETWORK TO GATHER THE ADDITIONAL TOPOGRAPHIC FEATURES ON BURNHAM DRIVE, NORTH TO AND INCLUDING THE SANITARY SEWER LIFT STATION. REVISE OUR EXISTING BASE MAP TO INCLUDE THE COLLECTED INFORMATION. THE COST FOR THIS TASK WILL BE \$1260.00.

THE TIME FRAME FOR COMPLETION OF THE PROJECT WILL BE SIX TO EIGHT WORKING DAYS, FROM THE NOTICE TO PROCEED. WE FORESEE APPROXIMATELY 1 FIELD DAY AND 1 DAY HERE IN THE OFFICE TO COMPLETE THE TASK.

PLEASE FEEL FREE TO CONTACT DENNISPIERCE OR MYSELF WITH QUESTIONS YOU MIGHT HAVE.

SINCERELY



GARY D. LETZRING  
PRIZM SURVEYING INC.

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

Contract No. \_\_\_\_\_

Contract Title: **RUSHMORE WATER MAIN 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           |                          |  |
| JOHN KUNST           | PARTY CHIEF           |                          |  |
| CORY MENDENHALL      | CHAINMAN              |                          |  |
| DAVID DIAZ           | CHAINMAN              |                          |  |
| RICH WILLYERD        | CHAINMAN              |                          |  |
| SEAN DINOHUE         | OFFICE MANAGER        | \$40.00                  |  |
|                      |                       |                          |  |
|                      |                       |                          |  |
|                      |                       |                          |  |
|                      |                       |                          |  |
|                      |                       |                          |  |
|                      |                       |                          |  |
|                      |                       |                          |  |



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: WATER AVAILABILITY REVIEW – ON-CALL DEVELOPMENT REVIEW**  
**CONSULTANT CONTRACT AUTHORIZATION**  
**CONSULTANT SERVICES CONTRACT**  
**DATE: MAY 9, 2005**

**INTRODUCTION/BACKGROUND**

On-call development review assistance services are required to assist city staff in reviewing water fire flow availability associated with development projects in the Gig Harbor North corridor. The city's consultant will provide professional engineering services on an "on-call" basis as requested by the city for this evaluation. A review of the consultant roster and an interview, determined the engineering firm of Montgomery Water Group, Inc. to be the most qualified to perform this work.

**FISCAL CONSIDERATIONS**

Sufficient funds are available within the Professional Services portion of the water operating fund for this Consultant Services Agreement.

**RECOMMENDATION**

I recommend that the Council authorize the execution of the Consultant Services Contract for On-Call Development Review Consultant Services Contract for the water availability review to Montgomery Water Group, Inc. in an amount not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00)

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
MONTGOMERY WATER GROUP, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and MONTGOMERY WATER GROUP, INC., (hereinafter the "Consultant") a corporation organized under the laws of the State of Washington, located and doing business at:

Main office (for contracts,  
billing, payment)  
811 Kirkland Ave., Suite 200  
P.O. Box 2517  
Kirkland, WA 98083-2517  
(425) 827-3243 phone  
(425) 827-3509 fax  
Contact: R. A. Montgomery, P.E.  
[rmontgomery@mwater.com](mailto:rmontgomery@mwater.com)

Gig Harbor Office  
3312 Rosedale, Suite 204  
Gig Harbor, WA 98335  
(253)858-5552 phone  
(253) 858-5553 fax  
Contact: Gerald A. Bibee, P.E.  
[jbibee@mwater.com](mailto:jbibee@mwater.com)

**RECITALS**

WHEREAS, the City is presently engaged in the design/programming of the review of private development applications in the City and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 4, 2005, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed \$9,000 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the

right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

C. The Consultant shall utilize the following procedure when determining the costs associated with any particular development or project permit application. First, the Consultant shall review the application and provide the City with a written cost estimate for the review of the application. The City will then ask the applicant to place the amount of money equal to the Consultant's cost estimate in an escrow account set up by the City Finance Director or in a bank (which escrow account shall be established by a written agreement between the bank, City and applicant, using a form approved by the City Attorney). The Consultant shall issue monthly invoices to the City showing the amount of time spent on each application being reviewed by the Consultant, and the associated costs. The Consultant shall provide separate written notice to the City Engineer if the Consultant's original cost estimate will be exceeded, together with an explanation for the additional costs. All such written notices of any increases in the amount of the original cost estimate shall be provided to the City at least five working days before the Consultant sends its finished review of the application to the City. The Consultant's notice of an increase in the amount of the estimate shall be provided by the City to the applicant, together with a letter informing the applicant that continued processing of the application is contingent upon the deposit of this newly estimated amount into the escrow account within two working days after receipt of the notice. If the applicant does not immediately deposit the newly estimated amount into the escrow account, the City will notify the Consultant, and the Consultant will stop work on the application. If the newly estimated amount is deposited into the escrow account, the City is not required to notify the Consultant to continue with its work on the application. When the Consultant has finished review of the application, the City Engineer shall perform the final review and will be responsible for issuance of the final decision. If the money in the escrow account is sufficient to cover the cost of the Consultant's review, the money will be released to the City. If, after the City's final decision issues, the money in the escrow account is more than the cost of the Consultant's review, the applicant will receive a refund for the overage and the remainder will be released to the City. If, after the City's final decision issues, the money in the escrow account is equal to the last written cost estimate provided by the Consultant to the City for review of the application, neither the City nor the applicant will be responsible to pay any additional sums to the Consultant.

### 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.

The work performed by the Consultant shall be reviewed by the City Engineer. The Consultant shall have no authority to issue any permits, approvals or to make any final decisions on any development or project permit applications, which authority shall be reserved to City employees.

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2005; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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



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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise

\\Mwserver\company\1000\1035 City of Gig Harbor\Admin\On-Call Consultant Services Contract.504.doc

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 Community Development Director and the City shall determine the term or provision's true intent or meaning. The Community Development Director 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 Community Development Director'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:  
Montgomery Water Group, Inc.  
ATTN: R.A. Montgomery, P.E.  
P.O. Box 2517  
Kirkland, WA 98083-2517  
(425)827-3243

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. Conflicts of Interest**

The City acknowledges that the Consultant is engaged in a separate practice, performing the type of work that is the subject of this Agreement for other clients. However, a conflict of interest may arise if the Consultant is asked to perform under this Agreement by reviewing applications for existing or former clients. The Consultant shall notify the City Engineer if the Consultant receives an application to review for an existing and/or former client of the Consultant. The Consultant further acknowledges that RCW 58.17.160 provides that: "No engineer who is connected in any way with the subdividing and platting of the land for which subdivision approval is sought, shall examine and approve such plats on behalf of any city, town or county." The Consultant agrees that if it is connected in any way with the subdividing and platting of any land, that it shall not accept review of any subdivision application and shall immediately notify the City of such conflict.

**XX. Integration**

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

CITY OF GIG HARBOR

*Robert A. Montgomery*

By: \_\_\_\_\_  
Its President

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

Notices to be sent to:

Montgomery Water Group, Inc  
ATTN: R.A. Montgomery, P.E.  
P.O. Box 2517  
Kirkland, Washington 98083-2517  
(425) 827-3243

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

APPROVED AS TO FORM:

---

City Attorney

ATTEST:

---

City Clerk

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

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

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

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

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that 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  
City of Gig Harbor  
Montgomery Water Group, Inc.**

**Project Understanding**

This scope of work outlines the effort required to address issues with fire flow required for a single-family development proposed in the Gig Harbor North area. The developer (GHN Associates, LLC) sent a letter to Steve Misiurak, City Engineer for City of Gig Harbor stating that adequate fire flow exists for their proposed development. A fire flow analysis completed by ESM Consulting Engineers was referenced in the letter. An independent review of that analysis is required using the city's WaterCAD model. In addition, other items relating to fireflow in the Gig Harbor North area may be reviewed.

The tasks to complete are:

**Review of Gig Harbor North Fireflow**

For this task we will review ESM's model and independently determine the fireflow capacity at the development site. We will use, as a base, the HDR model provided by the City. A short summary report will be prepared.

**Provide Other Assistance As Requested**

For this task we will meet with, provide assistance, advice or opinions as requested by the City of Gig Harbor pertaining to Gig Harbor North fire flow issues. This task will be billed on an as-requested basis.

**Costs**

The work will be billed on a time and materials basis, with a not-to-exceed amount of \$9000. The table below summarizes the approximate time and cost basis for each task. The following page contains a labor rate schedule for Montgomery Water Group.

**Estimated Costs**

| <b>Task</b>                           | <b>Hrs</b> | <b>Cost</b>   |
|---------------------------------------|------------|---------------|
| Review of Gig Harbor North Fireflow   | 40         | \$4000        |
| Provide other Assistance as Requested | 48         | \$4800        |
| Expenses                              |            | 200           |
| <b>Total</b>                          |            | <b>\$9000</b> |



**Montgomery Water Group  
Year 2005 Billing Rate Schedule**

| <b>Direct Personnel Expense<br/>(Labor)</b>         | <b>Reimbursable Expenses</b>    | <b>Rate</b>   |
|---|---------------------------------|---|
| Principal Engineer-in Charge<br>(Montgomery, Bibee) |                                 | \$130/hour  |
| Senior Project Manager<br>(Turner)                  |                                 | \$120/hour  |
| Senior Engineer<br>(Cisakowski)                     |                                 | \$110/hour  |
| Project Engineer<br>(Rice)                          |                                 | \$95/hour   |
| Junior Engineer<br>(Burns, Page)                    |                                 | \$85/hour   |
| Senior Technician                                   |                                 | \$90/hour   |
| Technical Writer                                    |                                 | \$80/hour   |
| Office/Clerical                                     |                                 | \$55/hour   |
|   | Subconsultants                  | Varies, cost plus 10%   |
|   | Mileage                         | Billed at the IRS mileage rate<br>for privately-owned vehicles<br>in effect at the time of travel |
|   | Fax (Long Distance)             | \$1/page  |
|   | All Other Reimbursable Expenses | Varies, cost plus 10%   |





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEVE MISIURAK, P.E.**  
**CITY ENGINEER** *San*  
**SUBJECT: 2005 NPDES PERMIT WATER QUALITY MONITORING PROGRAM**  
**- CONSULTANT SERVICES CONTRACT**  
**DATE: MAY 9, 2005**

**INTRODUCTION/BACKGROUND**

Consultant services are needed to satisfy the water quality monitoring requirements contained within the Department of Ecology (DOE) yearly water quality reporting program. Data gathered will be used to assess long-term water quality trends in Gig Harbor due to the city's effluent discharge. The sampling program will continue previous monitoring programs designed around critical conditions of algae blooms and include other sampling requirements. A final water quality report shall also be prepared and submitted to the DOE by the end of February 2006.

Cosmopolitan Engineering Group was selected based on their previous work for the city, familiarity and recognized expertise with the special water sampling and testing requirements, and working relationships with the Department of Ecology staff.

The Consultant Services Contract is the standard city form approved by the City Attorney.

**FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2005 Budget and is within the 2005 Sewer budgeted allocation of \$40,000, Objective No. 8.

**RECOMMENDATION**

I recommend that the Council authorize execution of the Consultant Services Contract with Cosmopolitan Engineering Group for the 2005 NPDES Permit Water Quality Studies in an amount not to exceed Thirty-three Thousand One Hundred Eighty-eight Dollars (\$33,188.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 117 South Eighth Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the water quality sampling, monitoring and report preparation for the NPDES Permit Water Quality Studies 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 April 28, 2005 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Cost**, 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 thirty three thousand one hundred eighty eight dollars and zero cents (\$33,188.00) 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 May 31, 2006; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be

effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work 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  
Bill Fox, P.E., Principal  
Cosmopolitan Engineering Group  
117 South Eighth Street  
Tacoma, Washington 98402  
(253) 272-7220

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: *William Fox*  
Its Principal

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

Notices to be sent to:  
CONSULTANT  
Bill Fox, P.E., Principal  
Cosmopolitan Engineering Group  
117 South Eighth Street  
Tacoma, Washington 98402  
(253) 272-7220

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 William Fox is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Principal of Cosmopolitan Engineering Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 3, 2005

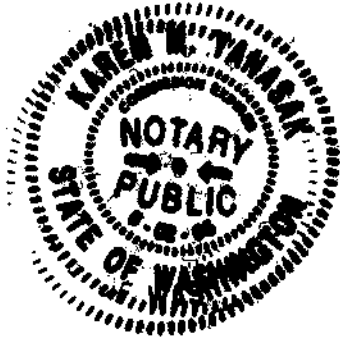
Karen M. Yanasak

Karen M. Yanasak  
(print or type name)

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

Puyallup

My Commission expires: 06/02/05



STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF PIERCE                    )

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

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

\_\_\_\_\_

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

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

## **EXHIBIT A – SCOPE OF WORK AND COST**

### **RECEIVING WATER QUALITY MONITORING PROGRAM**

#### **Goal**

This scope of work is intended to satisfy the water quality monitoring requirements included in Section S10 of the NPDES permit for the City of Gig Harbor wastewater treatment plant. The goal of the ambient water quality monitoring program is to provide data that can be used to assess long-term water quality trends in Gig Harbor due to the City's discharge. The sampling program will continue previous monitoring programs designed around critical conditions of phytoplankton algae blooms, and diurnal cycling of dissolved oxygen.

#### **Sampling and Analysis Plan**

The 2004 study plan shall be used for the 2005 monitoring.

#### **Weekly Monitoring**

The City shall conduct weekly ambient water quality monitoring between August 1 and September 30. The City may monitor from a dock or other fixed structure that extends into the harbor within 1,000 feet from the outfall. Parameters measured weekly shall include temperature, dissolved oxygen, pH, and Secchi disk. Temperature, pH and dissolved oxygen shall be measured 1 ft below the water surface and 3 ft above the bottom. Monitoring shall be conducted between 2 p.m. and 3 p.m. each day. Cosmopolitan shall assist the City in planning and mobilizing for this sampling program.

#### **Monthly Monitoring**

Schedule. Cosmopolitan shall conduct three comprehensive water quality sampling events in 2005, one each in August, September and October. Monitoring for the August and September events shall be conducted as close to critical conditions as reasonably possible. The weekly monitoring described above shall be used to identify the critical conditions, which are defined as phytoplankton blooms, and indicated by elevated surface temperature, pH, dissolved oxygen saturation, and reduced water clarity (*i.e.* reduced Secchi disk readings). The monthly ambient sampling shall be conducted between noon and 3 p.m. each event. The October sampling shall be conducted during the final week in October.

Sampling Stations. Sampling shall be conducted at the same five monitoring stations as in previous NPDES permits:

1. Colvos Passage
2. Near Jerisich Dock
3. Near the Outfall
4. Crescent Creek
5. WWTP

#### Sampling Requirements.

Stations 1 through 3 shall be sampled in each event for the field and laboratory analytes specified in Section S10 of the NPDES permit. Conductivity, temperature and depth profiles will be obtained with a Sea-Bird Model SBE-19 Seacat Profiler. Stations 4 and 5

## **EXHIBIT A – SCOPE OF WORK AND COST**

shall be sampled for the analytes specified in Section S10. PSEP protocol shall be followed in the collection and handling of water samples. The same analytical laboratories from 1997-2004 are anticipated to be used again in 2005.

### **Continuous Dissolved Oxygen Monitoring**

Cosmopolitan shall conduct continuous dissolved oxygen monitoring of near-bottom water at or near the same station visited in the weekly monitoring. Monitoring shall be conducted twice annually, in August and September. The measuring instrument shall be a Seabird SBE-16DO, Hydrolab, or equal approved by Ecology. The continuous monitoring station shall be mounted three feet above the bottom. Measurement frequency shall be a maximum of 30 minutes. The monitoring instrument shall be deployed for a minimum of two weeks each deployment, and shall include the dates of the monthly monitoring described above. Twice-weekly grab samples shall be collected at the same station and depth during the deployment and analyzed using the modified Winkler method described in the Puget Sound Protocols. Grab sample times shall include both early afternoon and early morning. This data shall be used for calibration of the instrument and to check for instrument drift.

### **Reporting**

The results of all field studies will be prepared for submittal to Ecology as specified in the permit. The weekly monitoring data furnished by the City shall be presented as a series of temperature profiles. A narrative section will summarize the temperature and pH trends and justify the identified critical condition for the water quality sampling.

The 2005 water quality sampling results for conventional parameters shall be presented in the same table format as the 1997-2004 results. Figures showing the 2005 results in a timeline with past data shall also be presented.

Two copies of the report shall be submitted to Ecology by February 15, 2006. Two additional copies shall be submitted to the City of Gig Harbor for their records.

EXHIBIT B

**SCHEDULE OF RATES AND ESTIMATED HOURS**

**NPDES Permit Section S12 Water Quality Sampling - Year 2005**

**LABOR**

| Task                          | Name:<br>Rate:<br>Hrs | Principal<br>\$138.63<br>\$ | Name:<br>Rate:<br>Hrs | Engineer III<br>\$109.71<br>\$ | Name:<br>Rate:<br>Hrs | Tech/CAD<br>\$80.34<br>\$ | Task<br>Subtotal |
|-------------------------------|-----------------------|-----------------------------|-----------------------|--------------------------------|-----------------------|---------------------------|------------------|
| 1. Sampling and Analysis Plan |                       | \$0                         |                       | \$0                            |                       | \$0                       | \$0              |
| 2. Weekly Sampling            |                       | \$0                         |                       | \$0                            |                       | \$0                       | \$0              |
| 2. Monthly Sampling Events    | 24                    | \$3,327                     | 72                    | \$7,899                        |                       | \$0                       | \$11,226         |
| 3. Continuous DO Deployments  |                       | \$0                         |                       | \$0                            | 12                    | \$964                     | \$964            |
| 4. Draft and Final Report     | 4                     | \$555                       | 20                    | \$2,194                        | 12                    | \$964                     | \$3,713          |
| Subtotal                      | 28                    | \$3,882                     | 92                    | \$10,093                       | 24                    | \$1,928                   | \$15,903         |

**LABOR SUBTOTAL: \$15,903**

**DIRECT COSTS**

| Item                                       | Quantity | Unit   | Unit Cost | \$       |
|--|----------|--------|-----------|----------|
| Boat and Operator                          | 3        | events | \$825     | \$2,475  |
| Sample Equipment (bottles, GPS, CTD, etc.) | 3        | events | \$250     | \$750    |
| Oceanography Lab - UW                      | 3        | events | \$280     | \$840    |
| Conventional Lab - ARI                     | 3        | events | \$140     | \$420    |
| Continuous DO Deployments - RME            | 4        | weeks  | \$3,100   | \$12,400 |
| Miscellaneous                              | 1        | LS     | \$400     | \$400    |


**DIRECT SUBTOTAL: \$17,285**

**TOTAL COST: \$33,188**





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DICK J. BOWER, CBO**   
**BUILDING OFFICIAL / FIRE MARSHAL**  
**SUBJECT: RESOLUTION - DESIGNATING THE NATIONAL INCIDENT**  
**MANAGEMENT SYSTEM (NIMS) FOR ALL EMERGENCY INCIDENT**  
**MANAGEMENT**  
**DATE: MAY 9, 2005**

**INFORMATION/BACKGROUND**

In the aftermath of 9/11, emergency response agencies across the country have joined with the Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) to standardize emergency response plans and procedures. This standardized response plan, known as the National Incident Management System (NIMS) allows agencies from diverse jurisdictions to provide a coordinated, efficient response to emergency incidents. As an incentive to further the adoption of the NIMS by local agencies, DHS has tied NIMS implementation to federal funding for disaster preparedness as well as established NIMS training as a minimum qualification for all emergency response personnel, including those operating in the emergency operations center.

**POLICY CONSIDERATIONS**

Adoption of the NIMS as the city's official emergency management system is consistent with federal, state, and county emergency management plans. The Incident Command System (ICS), a cornerstone of the NIMS has been in use by emergency responders statewide for many years. Adoption of the NIMS will provide improved coordination between agencies; will allow the city to continue participating in federal funding programs; and will improve responder safety and the effectiveness and efficiency of the city's response to emergency incidents.

**FISCAL CONSIDERATIONS**

Adoption of the NIMS will have little direct fiscal impact. Some training in the NIMS will be required and will be provided by the Pierce County Department of Emergency Management beginning in May, 2005. At this time there are no fees for the planned training.

**RECOMMENDATION**

Staff recommends adoption of the resolution establishing the National Incident Management System as the basis for the city's emergency response and preparedness activities.

**CITY OF GIG HARBOR  
RESOLUTION NO. 648**

**A RESOLUTION DESIGNATING THE NATIONAL INCIDENT  
MANAGEMENT SYSTEM (NIMS) AS THE BASIS FOR ALL  
EMERGENCY INCIDENT MANAGEMENT IN THE CITY OF GIG  
HARBOR.**

---

WHEREAS, Homeland Security Presidential Directive (HSPD) -5, directed the Secretary of Homeland Security to develop a National Incident Management System (NIMS), providing a consistent nationwide approach for government agencies to efficiently work together to prevent, prepare for, respond to and recover from emergency incidents regardless of cause, size or complexity; and

WHEREAS, to facilitate the most efficient incident management it is critical that response organizations utilize standardized terminology and organizational structures; interoperable communications; consolidated action plans; unified command structures; uniform standards for personnel qualifications, planning, training and resource management; and

WHEREAS, the NIMS standardized procedures for managing personnel communication, facilities, and resources will improve the City's ability to utilize federal funding to enhance readiness, maintain first responder safety and streamline incident management processes; and

WHEREAS, the Governor of the State of Washington has proclaimed that the NIMS will be adopted and implemented statewide and the Pierce Co. Council has established the NIMS as the Pierce Co. standard for incident management; and

NOW THEREFORE BE IT RESOLVED that the National Incident Management System (NIMS) is established as the standard for emergency incident management in the City.

RESOLVED by the City Council this 9<sup>th</sup> day of May, 2005.

APPROVED:

\_\_\_\_\_  
MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK: 5/3/05  
PASSED BY THE CITY COUNCIL: 5/9/05  
RESOLUTION NO. 648



**POLICE**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF MIKE DAVIS**  
**SUBJECT: APPROVAL OF A FACILITY USE AGREEMENT WITH THE PORT ORCHARD POLICE DEPARTMENT**  
**DATE: MAY 9, 2005**

**INFORMATION/BACKGROUND**

The Gig Harbor Police Department wishes to enter into a Facility Use Agreement with the Port Orchard Police Department allowing our officers to train and qualify at their firing range in Port Orchard. We have been utilizing the Port Orchard range for several years. This agreement will formalize our authorization to use the range and provide the City of Port Orchard the authority to charge the Gig Harbor Police Department a \$50.00 a day rental fee.

The attached contract has been reviewed and approved by City Attorney Carol Morris.

**FISCAL IMPACTS**

We anticipate using the Port Orchard range a maximum of four (4) times each year for our quarterly officer firearm qualifications. The fiscal impact to utilize the range will amount to \$200.00, which is within our current budget parameters.

**RECOMMENDATION**

I recommend that the City Council authorize approval of the attached Facility Use Agreement.

**FACILITY USE AGREEMENT  
(Range - Firearms Training)**

THIS FACILITY USE AGREEMENT is made and entered into between the CITY OF PORT ORCHARD and the CITY OF GIG HARBOR ("Renter") for use by the Renter of the Port Orchard Firearms Range located at the Port Orchard Industrial Park, Port Orchard, Washington, on the following terms and conditions:

1. **TERM.** This Agreement shall become effective on June 1, 2005, and end on December 31, 2005. This Agreement shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the proceeding November 1st of any such year.

2. **USE OF RANGE.** During the Term of this Agreement Renter shall be entitled to use the Firing Range at such times and on such dates as are mutually agreed by the parties. Days of use shall be scheduled at least thirty (30) days in advance and will be accommodated on a first scheduled basis. Requests made with less than thirty (30) days notice shall be accommodated when possible. Use by the City of Port Orchard shall have priority over any requested use by Renter. Range hours will be set by the City of Port Orchard and must be adhered to by renting agencies.

3. **RENTAL RATE.** The Rental rate for use of the firing range shall be \$50 per day payable to the City of Port Orchard. City of Port Orchard reserves the right to increase the rental rate at any time upon 30 days written notice.

4. **EXPENSES.** Renter shall supply all weapons, ammunition, targets and other supplies used in the target exercise.

5. **RANGE SUPERVISION.** Renter shall provide and require the presence of a qualified range officer at all times during which the Renter's personnel are using the premises. To assure safe operations, the range officer shall have full authority and responsibility to direct the activities of those using the range and shall halt any activity found to be unduly hazardous. Posted range rules shall be adhered to at all times.

6. **MAINTENANCE AND REPAIR.** City of Port Orchard shall, unless herein specified to the contrary, maintain the premises in good repair and tenant able condition during the continuance of this agreement, except in case of damage arising from the negligence of the Renter's agents or employees. For the purposes of so maintaining the premises, City of Port Orchard reserves the right, at reasonable times, to enter and inspect the premises and to make any necessary repairs to the building. Renter shall clean up all garbage and debris after use.

7. **INSURANCE** Renter 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 use of the Premises. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The insurance policy shall contain, or be endorsed to contain that the Renter's insurance coverage shall be primary insurance with respect to City of Port Orchard. Any insurance, self-insurance, or insurance pool coverage maintained by City of Port Orchard shall be excess of the Renter's insurance and shall not contribute

to it. Renter shall provide a certificate of insurance evidencing the required insurance before using the Premises.

8. **ATTORNEY'S FEES.** In any action brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred.

9. **TERMINATION.** This agreement may be terminated by either party, without cause, by giving written notice of not less than thirty (30) days prior to the effective date of termination.

10. **INDEMNIFICATION/HOLD HARMLESS.** It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Renter shall defend, indemnify and hold harmless the City of Port Orchard, its officers, officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss of damage to property, which arises out of the Renter's use of the Premises or from any activity, work or thing done, permitted, or suffered by Renter in or about the Premises, except only for injury or damage as shall have been occasioned by the sole negligence of the City of Port Orchard.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and year indicated.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2005

Dated this \_\_\_\_ day of \_\_\_\_\_, 2005

CITY OF PORT ORCHARD

RENTER

By: \_\_\_\_\_  
KIM E. ABEL, Mayor

By: \_\_\_\_\_  
GRETCHEN WILBERT, Mayor

DEPARTMENTAL APPROVAL:

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Alan L. Townsend, Chief of Police

\_\_\_\_\_  
Mike Davis, Chief of Police

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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



**POLICE**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF MIKE DAVIS**  
**SUBJECT: APPROVAL OF A JAIL USE AGREEMENT WITH THE KITSAP COUNTY SHERIFF'S OFFICE**  
**DATE: MAY 9, 2005**

**INFORMATION/BACKGROUND**

The Gig Harbor Police Department wishes to enter into an agreement with Kitsap County to designate the Kitsap County Jail as a confinement option for commitments and misdemeanor arrests. The Kitsap County Jail fee for housing an inmate for a 24-hour period is fifty-six dollars (\$56.00), compared to the Pierce County Jail which charges sixty-seven (\$67.00). In addition, when our officers transport an arrestee to be booked and released, the Kitsap County Jail will charge fifty-six dollars (\$56.00) The Pierce County Jail charges a booking fee of one hundred thirty dollars (\$130.00).

In addition to the costs savings, the convenience of having a second commitment and detainment option, not hindered by the Narrows Bridge traffic will be a benefit to the operational efficiency of the Gig Harbor Police Department.

The attached agreement has been reviewed and approved by City Attorney Carol Morris.

**FISCAL IMPACTS**

There are no fiscal impacts associated with the approval of this contact.

**RECOMMENDATION**

I recommend that the City Council authorize approval of the attached agreement between the City of Gig Harbor and Kitsap County.

**KITSAP COUNTY/CITY OF GIG HARBOR  
AGREEMENT FOR INCARCERATION OF CITY PRISONERS**

THIS AGREEMENT is made and entered into by and between KITSAP COUNTY, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and the City of Gig Harbor, having its principal offices at 3510 Grandview Street, Gig Harbor, WA 98335 (the Contract Agency).

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants and felons;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more prisoners lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping prisoners received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

**AGREEMENT**

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

**1. PURPOSE:**

It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services located at the Kitsap County Sheriff's Office, Corrections Division, 614 Division Street Port Orchard, Washington 98366.

**2. DETENTION/INCARCERATION**

The County shall incarcerate persons received from Contract Agency until the following occur:

- (a) expiration of the term of confinement as indicated in a Warrant or Order of Commitment; or
- (b) upon posting of bail; or

- (c) receipt of a directive from a law enforcement officer or prosecuting attorney of the Contract Agency to release such person held under probable cause without judicial process; or
- (d) for those held upon probable cause without judicial process upon the passage of two (2) business days; provided, prior to releasing any person pursuant to this subsection, the County shall attempt to contact the Contract Agency to ascertain the Contract Agency's desire with regard to said person; provided that the Contract Agency shall hold the County harmless as set forth in Section 17 for any claim or action resulting from the detention of an individual wrongly detained at the direction of the Contract Agency.

**3. CONTRACT REPRESENTATIVES:**

All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County:                                Kitsap County Sheriff's Office  
   Corrections Division  
   Ned Newlin  
   Chief of Corrections  
   614 Division Street, MS-33  
   Port Orchard, WA 98366  
   Phone: 360-337-7107  
   Fax: 360-337-5780

Contract Agency:                    City of Gig Harbor  
   Chief Michael L. Davis  
   3510 Grandview Street  
   Gig Harbor, WA 98335  
   Phone: 253-851-2236  
   Fax: 253-851-2399

**4. AVAILABILITY OF JAIL FACILITIES:**

Subject to the County's rights with respect to certain prisoners set forth in Sections 8 and 9 herein, the County will accept and keep prisoners at the request of the Contact Agency, unless the County, in its sole discretion, determines that the jail population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County's jail might be reached or exceeded if the County does not begin to refuse or request removal of prisoners.

**5. COMPENSATION FROM CONTRACT AGENCY:**

(a) Base Rate. In return for the County's housing of a prisoner of the Contract Agency, the Contract Agency shall pay the County fifty-six dollars (\$ 56.00) for every 24-hour period, or portion thereof, that said prisoner is in the custody of the County commencing upon the adoption and signatures of the Contract Agency and the County until December 31, 2006. Such time period shall be measured from the time said prisoner is transferred to the custody of the County to the time when the Contract Agency resumes custody. For each year thereafter, the County shall provide to Contract Agency a base rate for the succeeding year by September 30 of each year and the Contract Agency shall approve such rate within its Annual Budget.

(b) Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein, including but not limited to any medical costs required by Section 6.



(c) Billing. The County will bill the Contracting Agency on the 15th day of each month for all amounts due to the County under this Agreement for the services rendered in the prior calendar month. Such fees shall be due and payable by the Contract Agency to the County within 30 days after receipt of an itemized invoice.

(d) Booking Fee. The collection of a booking fee from the Contract Agency's detainees pursuant to RCW 70.48.390 shall be subject to the discretion of the County and should not be collected by the Contracting Agency from the detainee(s).

#### **6. MEDICAL COSTS AND TREATMENT:**

a) Services Provided. Upon transfer of custody of a prisoner to the County, the County will provide or arrange for such medical, psychiatric and dental services as may be necessary to safeguard the prisoner's health while confined, in accordance with the provisions of Chapter 289-20 WAC, as now in effect or hereinafter amended, and the policies and rules of the County jail.

(b) Cost Responsibility. The Contract Agency shall be responsible for the cost of all medication prescribed for its prisoners. The Contract Agency shall also be responsible for all costs associated with the delivery of medical, psychiatric and dental services provided to a prisoner that are not available from the health care program within the County jail and for all emergency medical services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the County, as directed by the County.

(c) Notice. Except in case of situations deemed an emergency by the County, the County shall notify the Contract Agency's contact person in writing, by mail or facsimile, prior to transfer of a Contract Agency's prisoner to a medical, dental or psychiatric provider outside of the County jail or to a hospital for medical, psychiatric or dental services.

(d) Pre-Confinement Consents or Refusals. If a Contract Agency prisoner has received or refused any medical, psychiatric or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County all written verification of any authorization of or refusal to authorize care or treatment for such prisoner.

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from retaking custody of an ill or injured prisoner by picking the prisoner up for transfer at the County jail; provided, in situations the County deems that a prisoner requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to retake custody of the prisoner.

(f) Records. The County shall keep records of all medical, psychiatric or dental services it provides to a prisoner as required by law.

#### **7. TRANSPORTATION OF CONTRACT PRISONERS:**

(a) Contract Agency shall provide or arrange for transportation of its prisoners to and from the Kitsap County Jail except when the transportation is determined by County staff to be necessary to secure emergency medical evaluation or treatment, or when transportation is required to support the orderly operation of the Jail.

(b) Transport with Costs. For any additional transports by the County required by court order or made at the Contract Agency's request, the Contract Agency shall reimburse the County for all costs associated with such transport.

(c) Contract Agency Transport. The Contract Agency shall provide at least 24 hours written notice to the County prior to transporting a prisoner from the County Jail. Except as limited by Section 7(a), the Contract Agency shall be responsible for retaking custody of a prisoner at the County jail and for transporting the prisoner.

#### **8. TRANSFER OF CUSTODY:**

(a) Commencement of Custody by County. Custody of a Contract Agency's prisoner to the County shall be deemed transferred when officers from the Kitsap County Sheriff's Office take physical control of the prisoner. The County will not take such control of a prisoner until the Contract Agency has delivered copies of all records in its possession pertaining to the prisoner's incarceration by the Contract Agency or its agent, including a copy or summary of the prisoner's medical records if held by the Contracting Agency or its agent. If the County requests additional information regarding a particular prisoner, then the parties shall mutually cooperate to obtain such information. Absent compliance with existing policies, the County shall not be required to take custody of or assume control of or responsibility for any property of the prisoner. The Contract Agency's officers, when transporting a prisoner to the jail shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the prisoner is properly packaged. The County will not take physical control and assume custody of a prisoner to be confined unless all paperwork and property of the prisoner are in order.

Upon presentation of an individual for confinement, or as soon thereafter as is practicable, the Contract Agency shall advise the staff of the Kitsap County Jail of the duration or other terms of confinement of a given individual. The Contract Agency shall provide a copy of any Warrant of Arrest or Order of Commitment.

The Contract Agency shall be solely responsible for determining that the individuals presented for detention are detainable and shall certify by the act of presenting an adult person for detention, that said person is legally detainable and County shall bear no responsibility to insure that said individuals are legally detainable. The Contract Agency shall hold the County harmless as set forth in Section 17 for any claim or action resulting from the detention of an individual wrongly presented by the Contract Agency for detention.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, the County will not transfer custody of any prisoner confined pursuant to this Agreement to any agency other than to the Contract Agency without the written authorization from a court of competent jurisdiction.

(c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to confine the prisoner; to supervise, discipline and control said prisoner; and to administer the prisoner's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 6 of this Agreement.

(d) Resumption of Custody by Contracting Agency. The Contract Agency shall be deemed to have resumed custody of a prisoner upon either the County's presentation of such prisoner to the Contracting Agency, or upon the Contract Agency's officers taking physical control of the prisoner.

## **9. RIGHT TO REFUSE/RETURN PRISONER:**

(a) Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency prisoner who appears in need of medical, psychiatric or dental attention, until the Contract Agency has provided medical, psychiatric or dental treatment to the prisoner to the satisfaction of the County.

**10. REMOVAL FROM JAIL - OTHER GROUNDS:** The Contract Agency's prisoners may be removed from the County jail for the following reason(s):

(a) Request by Contract Agency. Upon written request of the Contract Agency for transfer of custody back to the Contract Agency.

(b) Court Order. By order of a court having jurisdiction over a Contract Agency's prisoner. In such case, transport will be according to the terms expressed in the court order, or by the Contract Agency or the County pursuant to Section 7 above.

(c) Treatment Outside of Jail. For medical, psychiatric or dental treatment or care not available within the County jail.

(d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an eminent danger to the safety of the prisoner(s) or personnel of the County. In such case, the County will inform the Contract Agency, at the earliest practicable time, of the whereabouts of the prisoner(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such prisoner(s).

#### **11. TRANSFER OF PRISONERS UPON TERMINATION/EXPIRATION OF AGREEMENT:**

(a) Termination by County. In the event of a notice of termination from the County in accordance with Section 21 below, it shall be the County's obligation to transport the Contract Agency's prisoners to the Contract Agency, at no expense to the Contract Agency.

(b) Termination by Contract Agency. In the event of a notice of termination from the Contract Agency in accordance with Section 21 below, it shall be the Contract Agency's obligation to transport the Contract Agency's prisoners at its own expense, on or before the effective date of such termination.

#### **12. PRISONER RIGHTS, ACCOUNTS AND PROGRAMS:**

(a) Early Release Credit and Discipline. The Contract Agency agrees that its policies if any, for early release credits shall allow no more credit for its prisoners than is allowed by the County under its policies. The Contract Agency's prisoners confined under this Agreement shall earn early release credits under the policies and rules prescribed by the County and state law for all prisoners at the County jail. With respect to the Contract Agency's prisoners, the County shall maintain and manage disciplinary issues and will administer sanctions, including removal of earned early release credit, pursuant to facility rules. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail will apply equally to prisoners confined pursuant to this Agreement as applied to other prisoners confined to the Jail.

(b) Prisoner Accounts. The County shall establish and maintain an account for each prisoner received from the Contract Agency and shall credit to such account all money received from a prisoner or from the Contract Agency on behalf of a prisoner. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the prisoner for personal needs.

(c) Programs. The County shall provide the Contract Agency's prisoners with access to all educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to all other prisoners at the jail.

(d) Serve Time Outside of Facility. The Contract Agency's prisoners, if deemed eligible, will be allowed to leave the jail for participation in correctional work crews, or any other program in which other prisoners sometimes are allowed to leave the physical confines of the jail as part of serving their sentence.

#### **13. ACCESS TO FACILITY AND PRISONERS:**

(a) Access to Facility. Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and that its prisoners are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws.

(b) Access to Prisoners. Contract Agency personnel shall have the right to interview prisoners from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms.

#### **14. ESCAPES AND DEATHS:**

(a) Escapes. In the event of an escape by a Contract Agency's prisoner from the County jail, the Contract Agency will be notified in writing as soon as practical. The County will have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return the Contract Agency's escaped prisoner from outside of the County.

(b) Deaths.

- (1) In the event of a death of a Contract Agency prisoner in the County jail, the Contract Agency shall be promptly notified in writing. Kitsap County Sheriff's Office will investigate the circumstances. The Contract Agency may join in the investigation and receive copies of all records and documents from the investigation.
- (2) The County shall, subject to the authority of the Kitsap County Coroner, follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial and all matters related or incidental thereto, and the Contract Agency shall be responsible for all such expenses. This paragraph defines the obligations between the parties to this Agreement and shall not affect the liability of any relative or other person for the disposition of the deceased or any expenses connected therewith.

**15. POSTING OF BAIL:**

The County shall serve as agent for the Contract Agency in receipt of any bail bonds or any monies posted for or by a Contract Agency's prisoner with the County, and any such bonds or monies will be promptly forwarded to the proper agency.

**16. RECORD KEEPING:**

The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's prisoners consistent with the record keeping by the County for all other prisoners. The County shall make copies of said records available without cost to the Contract Agency upon its request.

**17. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE:**

(a) The Contract Agency agrees to defend, indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense, including costs and attorneys fees in defense hereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from:

- (1) the Contract Agency's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the Contract Agency, its appointed and elected officials, employees and agents;
- (2) any actions, claims or lawsuits for damages alleging wrongful detention of a Contract Agency prisoner as a result of the Contract Agency's actions;

(3) any actions, claims or lawsuits for damages alleging the Contract Agency's failure or refusal to timely release a Contract Agency prisoner.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(b) The County agrees to defend, indemnify and hold harmless the Contract Agency, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense including costs and attorneys fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting, arising from, or alleged to have arisen from:

- (1) the County's performance under this agreement or any wrongful or negligent acts or omission of the County, its appointed and elected officials, employees and agents;
- (2) Wrongful detention of a Contract Agency prisoner as a result of the County's actions;
- (3) County's failure or refusal to timely release a Contract Agency prisoner.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(c) Insurance Requirement. The Contract Agency shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of prisoners, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy(ies) shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

(d) Certificate of Insurance. The Contract Agency agrees to provide the County with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance company or pool which is sufficient to address the insurance obligations set forth above.

#### **18. NON-DISCRIMINATION POLICY:**

The County and the Contract Agency agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

#### **19. ADMINISTRATION/DISPOSAL OF PROPERTY:**

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Kitsap County Sheriff shall be responsible for administering the confinement of prisoners hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

#### **20. WAIVER OF RIGHTS:**

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

**21. TERMINATION:**

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective ninety (90) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected prisoners, if any.

**22. WAIVER OF ARBITRATION RIGHTS:**

Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

**23. DURATION:**

This initial term of this Agreement shall be effective upon signatures of all parties through December 31, 2005, and shall be automatically renewed from year to year unless otherwise modified or terminated earlier under the terms set forth in Section 21 above. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house prisoners with the County.

**24. GOVERNING LAW/VENUE:**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and to a prisoner's confinement under this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and in the event of dispute, the venue for any action brought hereunder shall be in Kitsap County Superior Court.

**25. MISCELLANEOUS:**

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2005.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

KITSAP COUNTY SHERIFF'S OFFICE

---

Mayor

---

Ned Newlin  
Chief of Corrections

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

---

JAN ANGEL, Commissioner

---

CHRIS ENDRESEN, Chair

---

PATTY LENT, Commissioner

ATTEST:

---

Opal Robertson,  
Clerk of the Board



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: GUS BRANDON GARCIA**  
**ASSOCIATE ENGINEER**  
**SUBJECT: SECOND READING OF ORDINANCE AMENDING ORDINANCE NO. 712 -**  
**PUBLIC WORKS STANDARDS FOR LOCAL ACCESS STREETS -**  
**REDUCED ROADWAY WIDTHS**  
**DATE: MAY 9, 2005**

**INTRODUCTION/BACKGROUND**

The current Public Works Standards for Right-of-Way Width, Section 2B.060, defines the geometric width for public roads by functional classification. "Local Access" streets (shown in Figure 2-07) and referred to in Section 2B.060 is currently required to have an overall right-of-way width of not less than 55 feet. In the situation of a typical residential parcel, a significant portion of the property is used to accommodate the current roadway cross section. City staff, at the direction of the Community Development Committee, has pursued alternative public roadway cross sections for use in residential developments commensurate with the Municipal Code and State Growth Management Act requirements to encourage urban densities. Staff met with the Community Development Committee on three separate occasions and presented the alternative roadway cross sections referred to as 2-07B and 2-07C in the proposed ordinance. A public forum was held in which residents of the city and members of the development community were invited to provide comments on the proposed "Local Residential" street standards and cross section(s).

In response to these meetings, staff has generated an amendment to Section 2B.060 and Figure 2-07 of the Public Works Standards to allow for the use of reduced width public streets in residential developments.

The proposed ordinance has been reviewed and approved by the City Attorney.

**RECOMMENDATION**

Staff recommends that the proposed ordinance be adopted at this second reading.



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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR NEW DEVELOPMENT IN THE CITY, ELIMINATING THE CLASSIFICATION FOR PUBLIC LOCAL ACCESS STREETS, ADDING NEW CLASSIFICATIONS OF MAJOR LOCAL RESIDENTIAL AND MINOR LOCAL RESIDENTIAL STREETS, ESTABLISHING THE DIMENSIONAL STANDARDS FOR MAJOR AND MINOR LOCAL RESIDENTIAL STREETS, DELETING DRAWING 2-07 FROM CHAPTER 2 OF THE CITY'S PUBLIC WORKS STANDARDS, AS ADOPTED BY ORDINANCE NO. 712; AND ADOPTING 2 NEW DRAWINGS 2-07B AND 2-07C TO CHAPTER 2, ADDING A NEW SECTION 2B.015, AMENDING SECTION 2B.070 AND ADDING A NEW SECTION 2B.070A TO THE CITY'S PUBLIC WORKS STANDARDS.**

---

WHEREAS, the City adopted the Public Works Standards in Ordinance No. 712; and

WHEREAS, in the Public Works Standards, the City Council established the Right of Way width of local access streets as 57 feet; and

WHEREAS, the City Council finds that there have been a number of situations in the City in which citizens and private developers have asked the City Engineer to build local residential streets to reduced roadway cross section widths; and

WHEREAS, the City Council and City Engineer recognize that the current cross sectional width described in Figure 2-07 of the Public Works Standards exceeds the transportation and pedestrian needs of a residential community; and

WHEREAS, the City Engineer has deemed that the proposed cross section(s) listed as 2-07(B) and 2-07(C) are functionally equivalent and do not reduce pedestrian or vehicular safety; and

WHEREAS, the City Council finds that it is in the public interest to allow local residential streets to be constructed to reduced roadway cross sections; and

WHEREAS, the City SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197.11.800(20); and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of April 25, 2005; Now, Therefore,

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

Section 1. A new Section 2B.015 is hereby added to the City's Public Works Standards (as adopted in Ordinance 712) which shall read as follows:

Section 2B.015 Definitions:

- Local Residential Street (Major and Minor): Local residential streets are comprised of all roadways not specifically listed as a higher order roadway classifications such as, arterials, boulevards, and collectors as defined in the City of Gig Harbor Transportation Comprehensive Plan. The primary function of a local residential street is to provide access to abutting lands (parcels) and connections to higher order roadways (arterials, boulevards, and collectors). Local streets are streets used to move about within a neighborhood. Local residential streets shall provide the lowest level of mobility, typically will not contain public transit stops, and service to through traffic shall be deliberately discouraged. Two classifications of Local residential streets shall be listed, (Major and Minor), with specific criteria for approval specifically listed in section 6 of this Ordinance.
- Access Control: The regulation of public access rights to and from properties (parcels) abutting public transportation facilities.

Section 2. Section 2B.070 of the Public Works Standards (as adopted by Ordinance 712) is hereby amended to read as follows:

2B.060 Right-of-Way.

Right-of-way is determined by the functional classification of a street. Boulevards shall have a right-of-way of not less than 90 feet. Arterials shall have a right-of-way of not less than 84 feet. Commercial collectors and industrial streets shall have a right-of-way of not less than 60 feet. Neighborhood collectors shall have a right-of-way of not less than 50 or 60 feet, depending on whether driveway access is allowed. See drawing details 2.02 through 2.06 for specific widths. ~~Local access streets shall have a right-of-way of not less than 55 feet.~~ Local residential streets shall have a right-of-way of not less than 42 feet for Major Local Residential Streets and 34 ' for Minor Local Residential Streets Right-of-way at "bulb" shall be increased accordingly.

Right-of-way requirements may be increased if additional lanes, pockets, transit lanes, bus loading zones, operational speed, bike lanes, utilities, schools or other factors are required as determined by the City Engineer.

Right-of-way shall be conveyed to the City on a recorded plat or by a right-of-way dedication deed.

Section 3. The "List of Drawings, Chapter 2 – Transportation" in the Public Works Standards (as adopted by Ordinance 712) is hereby amended to eliminate Figure 2-07 "local Access."

Section 4. The "List of Drawings, Chapter 2 – Transportation" in the Public Works Standards (as adopted by Ordinance 712) is hereby amended to add a new Drawing 2-07B, entitled: "Street Design Major Local Residential."

Section 5. The "List of Drawings, Chapter 2 – Transportation" in the Public Works Standards (as adopted by Ordinance 712) is hereby amended to add a new Drawing 2-07C, entitled: "Street Design Minor Local Residential."

Section 6. A new section 2B.070A is hereby added to the Public Works Standards (as adopted by Ordinance 712), which shall read as follows:

**2. LOCAL RESIDENTIAL STREETS**

**A. Criteria for Allowing Major Local Residential Streets.**

Major local residential streets shall interconnect with each other and with minor collectors and have a minimum level of access control. If a local residential street connects to a major collector, boulevard, or arterial. The street shall be classified as a major local residential street. High density and multi family residential projects shall be served by a major local residential street. Examples of high density projects include apartment, row houses and duplexes. In such developments, connectivity shall be a key design factor, although the internal flow shall be discontinuous to discourage cut-through traffic movement and excessive speed. On street parking on one side shall be required on all major local residential streets unless separate tract(s) are created within the plat for parking purposes. Drawing 2-07B depicts the geometric roadway cross section for a Major Local Residential Street.

**B. Criteria for Allowing Minor Local Residential Streets.**

Minor local residential streets shall interconnect with each other, major local residential streets and with minor collectors and have a minimum level of access control. Minor Local Residential Streets shall not provide access to higher order roadways (arterial, boulevards, and collectors). On street parking on Minor Local

Residential Roads is specifically prohibited. Drawing 2-07C depicts the geometric roadway cross section for a Minor Local Residential Street.

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 8. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor  
this \_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

\_\_\_\_\_  
GRETCHEN WILBERT, MAYOR

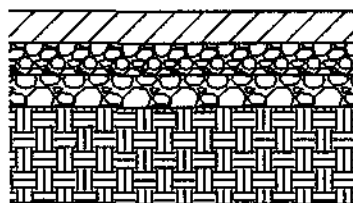
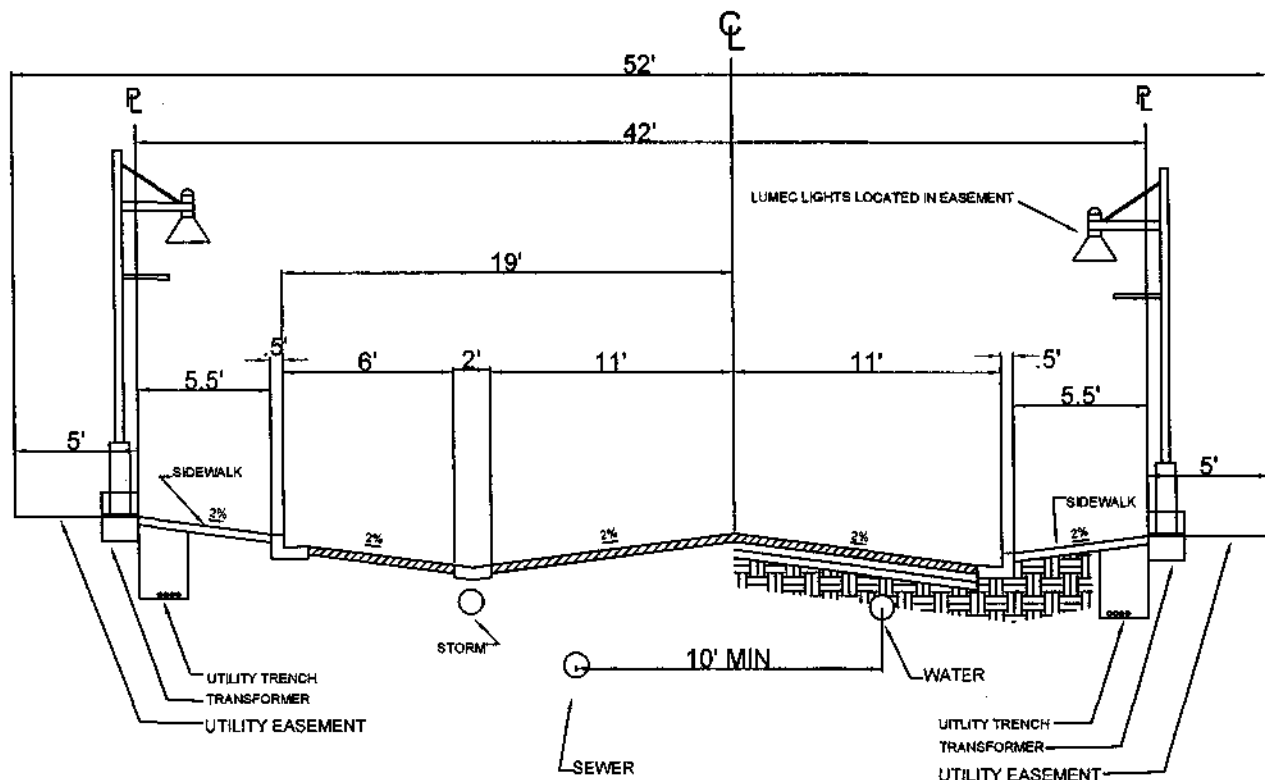
ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

# FIGURE 2-07B



- .33' HOT MIX ASPHALT, WSDOT 5-04
- .33' CRUSHED SURFACING TOP COURSE, WSDOT 9-03.9(3)
- .33' CRUSHED SURFACING BASE COURSE, WSDOT 9-03.9(3)
- NATIVE MATERIAL ALLOWED IF ADEQUATE SOILS CONDITIONS EXIST, IF ACCEPTABLE SOILS ARE NOT PRESENT, MATERIALS CONFORMING TO WSDOT 9-03.10 SHALL BE USED.

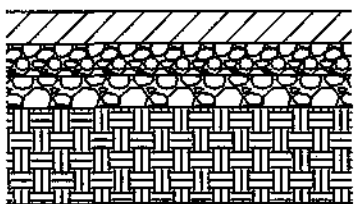
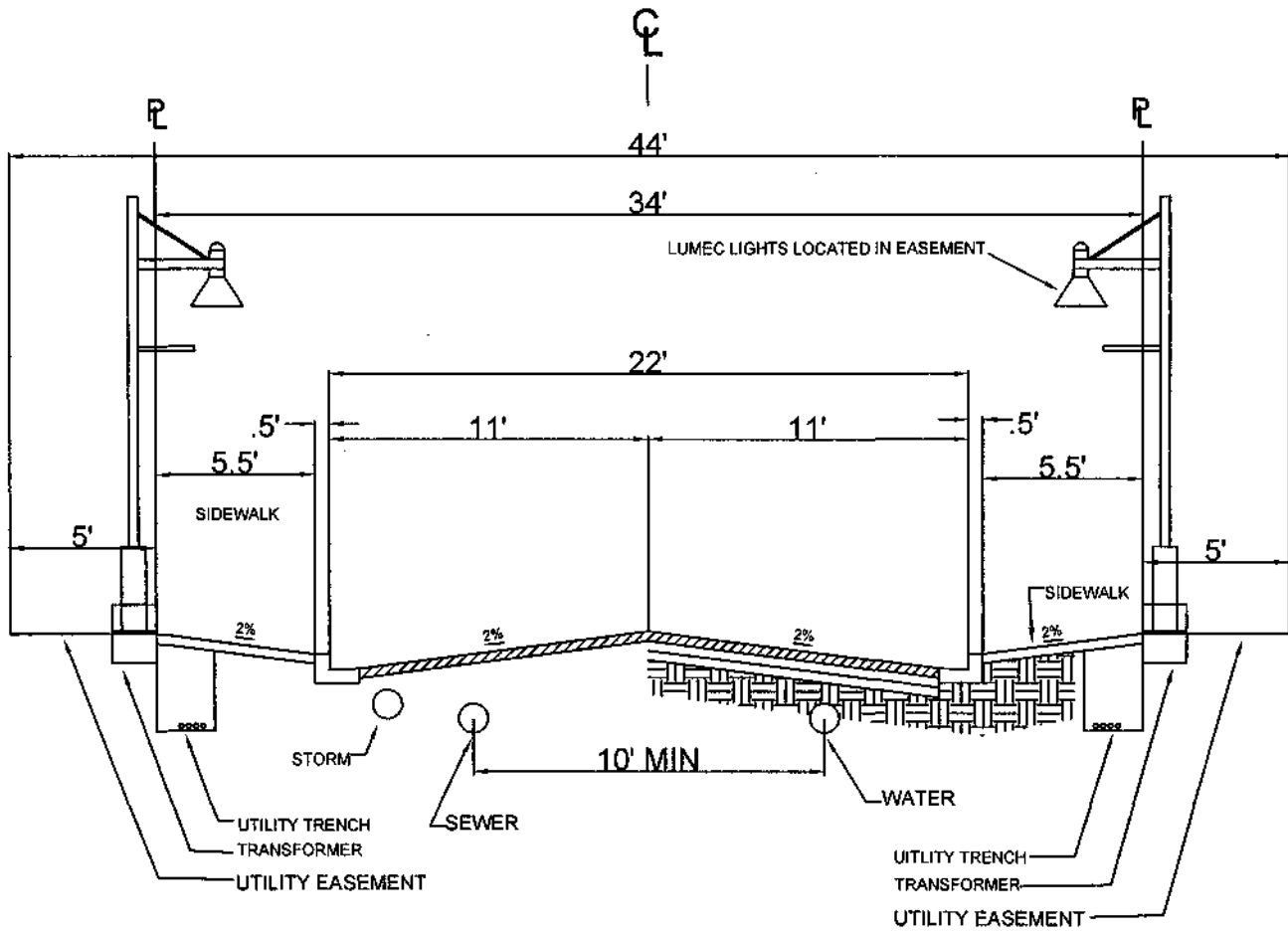
**NOTES:**

1. On street parking may be deleted if separate tract(s) are dedicated to parking within the plat
2. Traffic calming features may be required on residential roads connecting public arterials
3. Deletion of Sidewalk on one side of street allowed if units are "sideloaded" or as permitted by the City Engineer
4. Vertical curb and gutter meeting FIG 2-16 required on both sides of street
5. Decorative lumec ped lighting approved by the City required on both sides of the street spaced at 150' intervals

|  |     |                     |       |
|--|-----|---------------------|-------|
| CITY OF GIG HARBOR<br>DEPARTMENT OF PUBLIC WORKS |     |                     |       |
| <b>STREET DESIGN MAJOR LOCAL<br/>RESIDENTIAL</b> |     |                     |       |
| APPROVED BY<br>CITY ENGINEER                     |     | DATE <u>11/3/04</u> |       |
| DWN  | CKD | DATE                | FILE  |
| GBG  | STM | 11/2/04             | 2-07B |

NTS

# FIGURE 2-07C



- .33' HOT MIX ASPHALT, WSDOT 5-04
- .33' CRUSHED SURFACING TOP COURSE, WSDOT 9-03.9(3)
- .33' CRUSHED SURFACING BASE COURSE, WSDOT 9-03.9(3)
- NATIVE MATERIAL ALLOWED IF ADEQUATE SOILS CONDITIONS EXIST, IF ACCEPTABLE SOILS ARE NOT PRESENT, MATERIALS CONFORMING TO WSDOT 9-03.10 SHALL BE USED.

**NOTES:**

1. On street parking prohibited
2. Lumecc decorative street lights approved by the City required on both sides of the street at 150' intervals
3. Deletion of Sidewalk on one side of street allowed if residential units are "sideloaded"
4. Vertical curb and gutter meeting FIG 2-16 required on both sides of street

|  |                   |                        |                      |
|--|-------------------|------------------------|----------------------|
| <b>CITY OF GIG HARBOR<br/>DEPARTMENT OF PUBLIC WORKS</b> |                   |                        |                      |
| <b>STREET DESIGN MINOR LOCAL RESIDENTIAL</b>             |                   |                        |                      |
| APPROVED BY<br>CITY ENGINEER                             |                   | DATE <b>11/3/04</b>    |                      |
| DWN<br><b>GBG</b>  | CKD<br><b>STM</b> | DATE<br><b>11/2/04</b> | FILE<br><b>2-07C</b> |

NTS

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

of the City of Gig Harbor, Washington

---

On \_\_\_\_\_, 2005, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR NEW DEVELOPMENT IN THE CITY, AMENDING THE STANDARDS FOR PUBLIC LOCAL ACCESS TO REDUCE THE DIMENSIONAL STANDARDS FOR PUBLIC LOCAL ACCESS STREETS, DELETING FIGURE 2-07 OF THE CITY'S PUBLIC WORKS STANDARDS, AS ADOPTED BY ORDINANCE NO. 712; AND ADOPTING 2 NEW FIGURES 2-07B AND 2-07C TO THE CITY'S PUBLIC WORKS STANDARDS.**

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2005.

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK





COMMUNITY DEVELOPMENT DEPARTMENT

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** GUS BRANDON GARCIA  
ASSOCIATE ENGINEER  
**SUBJECT:** SECOND READING OF ORDINANCE AMENDMENT TO ORDINANCE NO. 712 – AMENDING THE PUBLIC WORKS STANDARDS FOR PRIVATE STREETS  
**DATE:** MAY 9, 2005

**INTRODUCTION/BACKGROUND**

The current Public Works Standards for Private Streets, Section 2B.070, permits the construction of a private street meeting city Public Works Standards for Local Access Streets (Figure 2-07) to serve unlimited dwelling units or businesses on one parcel configured as a Private Residential Development (PRD). In the situation of a large parcel, a long private street may be permitted. The homeowners are responsible for the repair and operation costs associated with such a private street. Consequently, a number of situations have arisen in which the city has been asked by the homeowners to accept private streets for ownership and operation, after the homeowners realize the repair and operation costs are beyond their financial means.

In response to these situations, staff has generated an amendment to Section 2B.070 of the Public Works Standards to allow the construction of short private streets in residential developments. The private street(s) would be required to meet the design and construction standards attached to the proposed ordinance labeled 2-07A.

Staff has received correspondence from Mr. Wade Perrow dated April 11, 2005 and April 22, 2005 regarding the applicability of the proposed private street standards to specific properties. The following is a brief summary of Mr. Perrow's stated concerns and staff's response.

Burnham Drive Commercial Park: "Building 6 must cross over an existing easement road that could never be brought up to city roadway standards for width and build setbacks. Since the existing private road is greater than 400 feet long and would service more than four buildings, the 1.5 acres would not be able to be developed."

- The property behind the Burnham Drive Commercial Park would have access via the existing entry if an access easement is currently recorded allowing use of the referenced driveway. The driveway or private roadway described here is similar in character to grocery/retail outlet use. The interior roadway functions no more as private road than access to store/office frontages and parking lot. The use suggested here is in character to an interior parking lot scenario. It is also important to realize, that under the current private streets section, this scenario is specifically prohibited unless configured as PUD/PRD. Road construction standards would be required to meet the Public Works Standards. The only inhibition in the proposed ordinance is the maximum length of 400 feet. The worst case scenario would be to

improve a minor portion of the access road to city standards to a point in which the roadway turned into a parking lot. Building 6 and the Burnham Commercial Park would then be accessed via a public road and interior parking/drive system similar to Home Depot and Target.

Northharbor Business Campus: "Future development must cross over existing easement road that is greater than 400 feet."

- The road into the Northharbor Business Campus was constructed to County Standards, consisting of curb, gutter, planter strip, pedestrian facilities and drainage facilities. The roadway as constructed would be acceptable for dedication as a public street by the city. The remaining undeveloped lots in the Northharbor Business Campus are guaranteed access via the existing road due to the current binding site plan being processed by the city Planning Department.

P & T Properties, located at Hunt/Wollochet – "Presently there is a business park known as Hunt/Wollochet Business Park with an access private road off of Hunt, which goes on to service the future development area. This area, as the drawing indicates, would serve more than four buildings and would be more than 400 feet long. Should the ordinance before you be adopted, there would be no viable use for this property. In effect, land use restrictions are being placed on this property, true taking of rights. "

- This situation would be addressed similar manner as the Burnham Drive Commercial Park.

Rustic Heights located behind Harbor Ridge Middle School – "The attached drawing indicates how the private road standards would not allow the development of this site as the road would have to be over 400 feet long through a cul-de-sac. Connection beyond the site is limited by school property and commercial property making connection to Burnham Drive less than desirable for a residential community."

- The proposed residential project has frontage on Woodworth Avenue and would have access to a public street. Public streets may exceed 400 feet in length. Fire/EMS turn around will have to be provided for in a manner acceptable to the city Fire Marshal. Staff is concurrently presenting for second reading, reduced width public streets standards for use in residential developments. The construction standards of a private road in comparison with a public road (proposed reduced width) are identical leaving no real advantage of one over the other in construction cost.

The proposed ordinance has been reviewed and approved by the City Attorney.

The Community Development Committee has reviewed the proposed ordinance.

### **RECOMMENDATION**

Staff recommends the proposed ordinance, as presented, be approved by the City Council at this second reading.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR NEW DEVELOPMENT IN THE CITY, AMENDING THE STANDARDS FOR PRIVATE STREETS TO LIMIT THE SITUATIONS IN WHICH PRIVATE STREETS MAY BE CONSTRUCTED, ESTABLISH THE DIMENSIONAL STANDARDS OF PRIVATE STREETS, DESCRIBE THE REQUIREMENTS FOR PRIVATE MAINTENANCE AND THE NEED FOR A MAINTENANCE AGREEMENT; REPEALING SECTION 2B.070 OF THE CITY'S PUBLIC WORKS STANDARDS, AS ADOPTED BY ORDINANCE NO. 712; AND ADOPTING A NEW SECTION 2B.070 TO THE CITY'S PUBLIC WORKS STANDARDS.**

---

WHEREAS, the City adopted the Public Works Standards in Ordinance No. 712;

and

WHEREAS, the Public Works Standards include standards allowing for the construction of a private street if the street will not serve more than four dwelling units or businesses on separate parcels (Section 2B.070); and

WHEREAS, the Public Works Standards allow construction of a private street to serve unlimited dwelling units or businesses on one parcel as a planned unit development or planned residential development (Section 2B.070); and

WHEREAS, the City Council finds that public interest concerns are implicated when a private street is constructed to serve a number of dwelling units or businesses on separate parcels or one parcel, if the private street is very long, or if traffic circulation needs are not individually considered by the City, and

WHEREAS, the City Council finds that when a long private street is constructed on one parcel, the homeowners face repair and operation costs associated with the street that may be beyond their means to finance; and

WHEREAS, the City Council finds that there have been a number of situations in the City in which homeowners have asked the City Council to accept private streets for ownership and operation, after the homeowners realize that the repair and operation costs are beyond their means; and

WHEREAS, the City Council finds that it is in the public interest to allow short private streets in developments meeting certain criteria and as long as development standards are crafted to ensure that the repair and operation costs of the private street are manageable for the private street owners; and

WHEREAS, the City SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197.11.800(20); and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of April 11, 2005 and April 25, 2005; Now, Therefore,

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

Section 1. Section 2B.070 "Private Streets" of the City's Public Works Standards, as adopted by Ordinance No. 712, is hereby repealed.

Section 2. A new Section 2B.070 is hereby added to the City's Public Works Standards.

**2B.070 PRIVATE STREETS.**

See definition of private streets in Section 1.025.

**A. Criteria for Allowing Private Streets.**

1. Private streets will be allowed only if the City Engineer makes a determination that the private street is not needed for traffic circulation under the criteria set forth in this Section, the City's Public Works Standards and the Transportation Element of the City's Comprehensive Plan.

2. Private streets will not be allowed (a) when the street connects two public streets; and (b) when in conflict with the adopted arterial plan or street circulation plan, adopted in the City's Transportation Element of the Comprehensive Plan.

3. Private streets will be allowed within developments as long as they meet the following additional criteria: (a) structural sections shall consist of 4 inch crushed surfacing base course followed with 4 inch crushed surfacing top course followed by minimum 4 inches of asphalt concrete pavement all placed over "suitable" sub-grade compacted to 95%; (b) a non motorized access plan, approved by the City; (c) internal traffic calming measures or devices such as speed humps or traffic circles may be required; (d) minimum curb to curb width shall be twenty (20) feet; (e) 5 feet 6 inch sidewalk shall be required on each side of the street that is serving residence(s) and shall be consistent with the

approved non motorized plan; (f) parking shall be prohibited on both sides of the street; (g) the sidewalk and curb design must prevent parking upon the sidewalk; and (h) are constructed according to the drawing in Exhibit "A", which depicts the geometric roadway cross section for private streets.

"Figure 2-07A" is hereby incorporated by this reference.

**B. Length of Private Streets.** All private streets shall be limited in length to no more than four hundred (400) feet as measured along its centerline.

**C. Maintenance.** The City will not maintain private streets, signs or drainage improvements on private streets. As a condition of constructing a private street, the City will require that the owners of the private street enter into a private maintenance agreement between themselves describing their responsibilities and providing notice to subsequent purchasers that the City does not own or maintain the private street. The agreement must be on a form approved by the City Attorney and recorded with the Pierce County Auditor. The agreement shall contain the following specific terms: (1) the responsibilities of the individual owners for maintenance, repair and reconstruction of the private street; (2) maintenance methods; (3) standards of maintenance; (4) distribution of expenses; (5) remedies for noncompliance with the agreement; (6) exchange of right of use easements; and (7) the creation of a private street maintenance fund and the annual assessment.

**D. Notice on Plat regarding Private Streets.** Each development, plat or short plat with a private street shall contain a notice to the public/purchasers, which shall contain the following language: "The City of Gig Harbor has no responsibility to build, improve, maintain or otherwise serve any private streets providing access to the property described in this plat. Any private access street shall remain a private street unless it is upgraded to public street standards at the expense of the developer or adjoining lot owners to public street standards, and the City chooses to accept such private street for public ownership and maintenance."

**E. Turnarounds.** When three or more lots or dwelling units are served on a dead-end greater than one hundred and fifty feet (150) feet in length, a turnaround having an improved radius of forty-five (45) feet, or an equivalent, workable maneuvering area approved by the City Engineer, shall be provided at the end of the private street.

**F. Utilities.** All City utilities located within the plat, short plat or development shall be owned and maintained by the City. If the City owns utilities within the development and the development is served by a private road, then an easement shall be granted to the City over the road to access its utilities.

**G. Signs.** Private street signs with street designations shall be provided by the developer at the intersection of private streets with other private streets and public streets. Such signs shall meet the specifications in the City's Public Works

Standards, and in the case of intersections with public streets, shall either be located within the public right-of-way or within a separate maintenance easement. Maintenance and repair of such street signs shall be included in the maintenance agreement between the private property owners.

**H. Bonds.** All private streets shall be constructed prior to the time that the developer makes application for final plat approval. Bonds or other methods of assuring construction of improvements shall not be allowed for the future construction of private streets after final plat approval.

**I. Construction.** Private streets are the responsibility of the developer to construct to the requirements in the City's Public Works Standards. Upon completion of the required improvements, the developer will be required to submit a statement to the City warranting that the improvements have been completed in accordance with the adopted standards (2-year Maintenance Bond).

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

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.



PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

\_\_\_\_\_  
GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

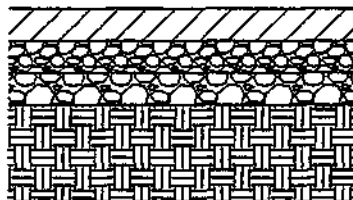
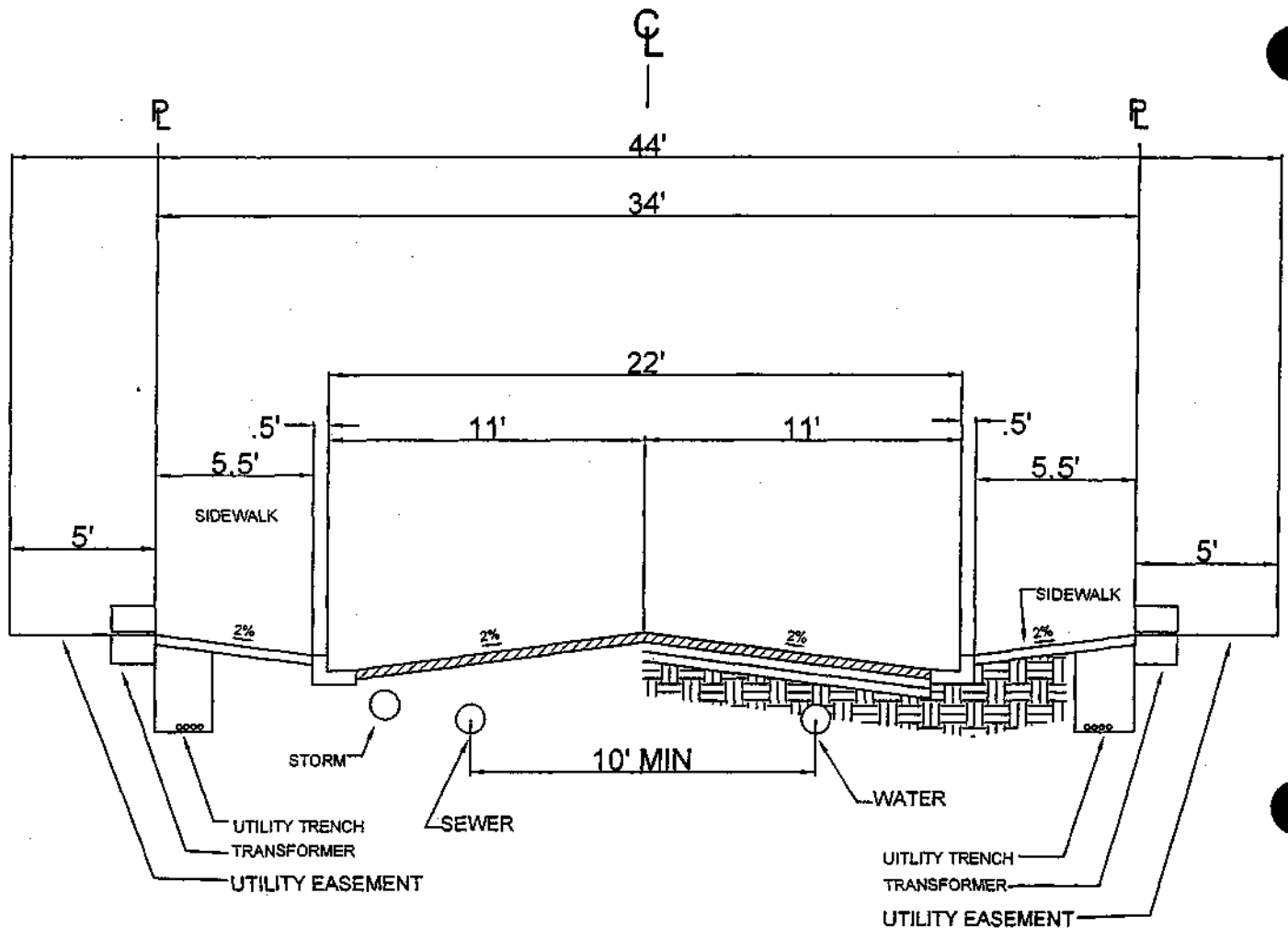
By: \_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

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

# EXHIBIT A



- .33' HOT MIX ASPHALT, WSDOT 5-04
- .33' CRUSHED SURFACING TOP COURSE, WSDOT 9-03.9(3)
- .33' CRUSHED SURFACING BASE COURSE, WSDOT 9-03.9(3)
- NATIVE MATERIAL ALLOWED IF ADEQUATE SOILS CONDITIONS EXIST, IF ACCEPTABLE SOILS ARE NOT PRESENT, MATERIALS CONFORMING TO WSDOT 9-03.10 SHALL BE USED.

## NOTES:

1. On street parking prohibited
2. Maximum Center Line Length 400 feet
3. Deletion of Sidewalk on one side of street allowed if units are "sideloaded" or as permitted by the City Engineer
4. Vertical curb and gutter meeting FIG 2-16 required on both sides of street

|  |     |                     |       |
|--|-----|---------------------|-------|
| CITY OF GIG HARBOR<br>DEPARTMENT OF PUBLIC WORKS |     |                     |       |
| PRIVATE STREET                                   |     |                     |       |
| APPROVED BY<br>CITY ENGINEER                     |     | DATE <u>3/28/05</u> |       |
| DWN  | CKD | DATE                | FILE  |
| GBG  | STM | 11/2/04             | 2-07A |

NTS

**SUMMARY OF ORDINANCE NO. \_\_\_\_\_**

of the City of Gig Harbor, Washington

---

On April 25, 2005, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR NEW DEVELOPMENT IN THE CITY, AMENDING THE STANDARDS FOR PRIVATE STREETS TO LIMIT THE SITUATIONS IN WHICH PRIVATE STREETS MAY BE CONSTRUCTED, ESTABLISH THE DIMENSIONAL STANDARDS OF PRIVATE STREETS, DESCRIBE THE REQUIREMENTS FOR PRIVATE MAINTENANCE AND THE NEED FOR A MAINTENANCE AGREEMENT; REPEALING SECTION 2B.070 OF THE CITY'S PUBLIC WORKS STANDARDS, AS ADOPTED BY ORDINANCE NO. 712; AND ADOPTING A NEW SECTION 2B.070 TO THE CITY'S PUBLIC WORKS STANDARDS.**

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

APPROVED by the City Council at their meeting of April 25, 2005.

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK



'THE MARITIME CITY'

ADMINISTRATION

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** DAVID RODENBACH, FINANCE DIRECTOR *DR*  
**SUBJECT:** SECOND READING OF ORDINANCE - ACCEPTING A DONATION FOR  
THE PURPOSE OF PURCHASING EQUIPMENT THAT WILL BE USED  
IN SUPPORT OF SENIOR CITIZEN PROGRAMS  
**DATE:** MAY 9, 2005

**BACKGROUND**

The Health Care Providers Council of Washington donated \$1,000.00 to the City to be used in support of senior citizen programs. In order to accept a donation, the City must pass an ordinance accepting the donation. This ordinance accepts the donation.

The donation has been receipted and placed in the General Fund.

**RECOMMENDATION**

Staff recommends adoption of the ordinance.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
WASHINGTON, ACCEPTING A DONATION OF ONE  
THOUSAND DOLLARS AND NO CENTS (\$1,000.00) FOR  
THE PURPOSE OF PURCHASING EQUIPMENT THAT  
WILL BE USED IN SUPPORT OF SENIOR CITIZEN  
PROGRAMS**

---

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received a check in the amount of One Thousand Dollars (\$1,000.00) from the Health Care Providers Council of Washington, to be used in support of senior citizen programs; now, therefore,

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

Section 1. Acceptance of Donation. The City Council hereby accepts the One Thousand Dollars (\$1,000.00) donation from the Health Care Providers Council of Washington to be used only to support senior citizen programs.

Section 2. 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 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

\_\_\_\_\_  
MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

**SUMMARY OF ORDINANCE NO.  
of the City of Gig Harbor, Washington**

On May \_\_\_\_, 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, ACCEPTING A DONATION OF ONE  
THOUSAND DOLLARS AND NO CENTS (\$1,000.00) FOR  
THE PURPOSE OF PURCHASING EQUIPMENT THAT  
WILL BE USED IN SUPPORT OF SENIOR CITIZEN  
PROGRAMS**

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

DATED this \_\_\_\_ day of May \_\_\_\_, 2005.

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: UTILITY EXTENSION AGREEMENT - MARY HILL**  
**DATE: MAY 9, 2005**

**INFORMATION/BACKGROUND**

Mary Hill has requested one (1) ERU of sewer service to connect an existing building located at 6319 Soundview Drive (currently being leased by Northwest Hair Care). The property is located within the City's Urban Growth Boundary. The present use of the property is non-conforming with respect to the Single-family Residential (R-1) pre-annexation zoning for the property.

**FISCAL CONSIDERATIONS**

The current connection fee for a sewer connection for this area is \$3,390.00. The capacity commitment payment for a three-year commitment period is \$508.50. If the sewer connection fees are not paid in full prior to the termination of the contract, the capacity commitment payment is then forfeited. The \$100.00 Utility Extension Agreement Fee has been paid.

**RECOMMENDATION**

I recommend approval of the Utility Extension Agreement with Mary Hill as proposed.





"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

Mary E. Hill  
P O Box 952  
Wauna, WA 98395

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

April 18, 2005

RE: Sewer Utility Extension Outside City Limits  
6319 Soundview Drive, Gig Harbor

*Parcel # R 75 80000 860  
(legal description on  
attached drawing)*

Dear Mr. Vodopich:

I am the owner of the building located at 6319 Soundview Drive at the corner of Hunt and 64<sup>th</sup> Street NW currently being leased by Northwest Hair Care and am interested in hooking into the sewer along Soundview Drive. Although it faces Soundview Drive, it is part of Shore Acres, currently Pierce County and not part of the City of Gig Harbor.

In 1990, we obtained permission by Pierce County for a cottage industry zoning which continues in effect today. In accordance with the Pierce County regulations at that time, all items listed on the site plan review including a landscape plan, storm drainage, etc. were installed and approved. I have included the design that includes the legal description as submitted for our then family-owned business, English Garden Antiques.

In 1992, while our antique shop was in business, the City of Gig Harbor installed the sewer line along Soundview Drive. David Hill, co-owner of the shop, was also in business as David Hill Excavation installing septic systems and land drainage. While the road was broken up, we obtained approval to install the pump line into the sewer manhole for later use when we decided to hook into the sewer. The work was inspected and approved by the City.

There is an existing septic system in place at this time, however, rather than waiting until a problem arises, I would like to hook into the sewer now. It is not my intention to annex into the City at this time. Thank you in advance for your consideration in this matter.

Sincerely,

*Mary E Hill*  
Mary E Hill  
*day - 857-8131*  
*eve - 884-7854*



COMMUNITY DEVELOPMENT DEPARTMENT

April 25, 2005

Mary E. Hill  
P.O. Box 952  
Wauna, WA 98395

Dear Ms. Hill:

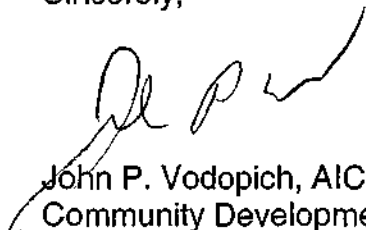
This letter is intended to clarify the issue of the zoning status of your property located at 6319 Soundview Drive as it relates to your request for a sanitary sewer Utility Extension Agreement.

The pre-annexation zoning designation for this area is Single-Family Residential (R-1). The current use of the property is service related - Northwest Hair Care, which would not be permitted in the R-1 zone. As such, the use of the property would be considered non-conforming. I have attached Chapter 17.68 of the Gig Harbor Municipal Code which addresses non-conformities.

Please keep in mind that under the terms of the Utility Extension Agreement, any further development or re-development of the property would require compliance with the standards of the Single-Family Residential (R-1) zone.

Please let me know if I can be of further assistance in this matter. I can be reached by telephone at (253) 852-6170 or by E-mail at [vodopichj@cityofgigharbor.net](mailto:vodopichj@cityofgigharbor.net).

Sincerely,



John P. Vodopich, AICP  
Community Development Director

**Chapter 17.68  
NONCONFORMITIES**

Sections:

- 17.68.010 Intent.
- 17.68.020 Nonconforming lots of record.
- 17.68.030 Nonconforming uses of land.
- 17.68.040 Nonconforming structures.
- 17.68.050 Repairs and maintenance.
- 17.68.060 Uses permitted under conditional use provisions.
- 17.68.070 Nonconforming parking, loading and other characteristics of use.
- 17.68.080 Continuity of prior conditions and variances.
- 17.68.090 Nonconforming uses in waterfront districts.

**17.68.010 Intent.**

A. Within the zoning districts established by this title or any amendment that may later be adopted, there may exist lots, structures, uses of land and structures, and characteristics of use that were lawful before the effective date of the applicable regulations, but that would be prohibited, regulated, or restricted under the terms of GHMC Title 17 or a future amendment thereof. This chapter is intended to permit these nonconformities to continue until they are removed but not to encourage their perpetuation. It is further intended that nonconformities shall not be enlarged upon, expanded, extended or be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

B. Because nonconformities do not conform to the requirements of the regulations within their zoning districts, they are declared by this chapter to be incompatible with the permitted uses in the districts involved. A nonconforming use of land in combination shall not be extended or enlarged after passage of

the ordinance codified in this chapter by the addition of other uses. To avoid undue hardship, nothing in this chapter shall be deemed to require a change in the plans, construction or designated use of any building for which application for a building permit was made prior to the effective date of the adoption or an amendment of the ordinance codified in this title.

(Ord. 710 § 68,1996; Ord. 573 § 2, 1990).

**17.68.020 Nonconforming lots of record.**

In any district, notwithstanding limitations imposed by other provisions of Chapter 17.01 GHMC, permitted principal uses and structures and customary accessory buildings may be erected on any lot that is of record at the effective date of the adoption or of an amendment of the applicable regulations. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are applicable in the district. Such permitted principal uses and structures and accessory buildings shall be erected on such a nonconforming lot so that all dimensional requirements of the zoning title including minimum yard requirements, the maximum height of structures and the maximum coverage by all buildings are complied with. (Ord. 573 § 2, 1990).

**17.68.030 Nonconforming uses of land.**

When, before the effective date of the adoption or an amendment of the applicable regulations, a lawful use of land existed that would not be permitted by the regulations thereafter imposed by Chapter

17.01 GHMC or amendments thereof, the use may be continued so long as it remains otherwise lawful, and shall be deemed a nonconforming use; provided however, that:

A. No such nonconforming use shall be enlarged in size or increased in size or extended to occupy a greater area of land than was occupied at the effective date of the adoption or an amendment of such applicable regulations;

B. No such nonconforming use shall be moved, in whole or in part, to any portion of the lot or parcel other than that occupied by such use at the effective date of the adoption or an amendment of such applicable regulations;

C. If any such nonconforming use of land ceases for any reason for a period of more than one year, any subsequent use of land shall conform to the regulations specified by this title for the district in which such land is located;

D. No additional structure not conforming to the requirements of this title shall be erected in connection with such nonconforming use of land.

(Ord. 573 § 2, 1990).

**17.68.040 Nonconforming structures.**

When a lawful structure existed at the effective date of the adoption or an amendment of the applicable regulations and could not be built under the terms of the current regulations set forth in GHMC Title 17, or amendments thereof, by reason of the restrictions on area, lot size or dimension, coverage, height, yards and the location on the lot or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful and shall be subject to the following provisions:

A. No such nonconforming structure may be altered in any way that increases its nonconformity respective to bulk or dimensional standards in effect, but any structure or portion thereof may be altered to decrease its nonconformity;

B. Should such nonconforming structure or nonconforming portion of a structure be damaged to less than 50 percent of its replacement cost by any means it may be replaced to its original dimensions, and this shall occur within one year of the time of damage or not at all. The reconstruction shall comply with all applicable building codes in force at the time of replacement, and GHMC 17.68.090;

C. If no structural alterations are made, any nonconforming use of a structure and premises may be changed to another nonconforming use, after approval by the hearing examiner; and provided, that the hearing examiner finds that the proposed use is more appropriate for the district than the existing nonconforming use, and in permitting such a change, the hearing examiner may require appropriate conditions and safeguards, and these conditions and safeguards may be made without public hearing;

D. Any structure and premises in or on which a nonconforming use is superseded by a permitted use shall thereafter conform to the use regulations for the district in which they are located, and the nonconforming use may not thereafter be resumed;

E. When a nonconforming use of a structure and premises is discontinued or abandoned for one year, the structure and premises shall not thereafter be used except in conformity with the regulations of the district in which it is located; and

F. When a structure and premises have a nonconforming use status, the removal or destruction of the structure shall eliminate the nonconforming status, and destruction for the purposes of this subsection is defined as damage causing loss value greater than 50 percent of the replacement cost at the time of destruction.

(Ord. 710 § 69, 1996; Ord. 573 § 2, 1990).

**17.68.050 Repairs and maintenance.**

A. Repairs may be made to any nonconforming structure or any portion of a structure containing a nonconforming use; provided, they are restricted to the repairs or replacement of structural elements, fixtures, wiring and plumbing required so as to protect occupants and public safety. The need for such repairs or replacements shall be confirmed by the building official.

B. Nothing in this chapter shall be deemed to prevent the strengthening or restoration to a safe condition of any building or part thereof declared to be unsafe by any official charged with protecting the public safety and upon the order of such official.

(Ord. 710 § 70, 1996; Ord. 573 § 2, 1990).

**17.68.060 Uses permitted under conditional use provisions.**

A use that existed before the effective date of the adoption or an amendment of the applicable regulations and that is permitted as a conditional use in the district in which it is located under the terms of this title shall not be deemed a nonconforming use. Such a use shall be considered to exist as a conditional use. The scope of the conditional use shall be governed by the provisions of this chapter unless modified by the

hearing examiner in accordance with Chapter 17.64 GHMC.  
(Ord. 573 § 2, 1990).

**17.68.070 Nonconforming parking, loading and other characteristics of use.**

If the characteristics of a use such as off-street parking, off-street loading, lighting or other matters required by this title in relation to specific uses of land, structures or premises, with the exception of signs, are not in accordance with the requirements of this title, no change that increases the nonconformity with such requirements shall be made in such characteristics of use. Any change that decreases the nonconformity to the requirements of this title shall be permitted.

Nonconforming signs are regulated under GHMC 17.80.130.

(Ord. 949 § 1, 2004; Ord. 573 § 2, 1990).

**17.68.080 Continuity of prior conditions and variances.**

Any valid conditional use or variance granted prior to the effective date of the enactment of this title shall be permitted to continue in accordance with such use or variance.

(Ord. 573 § 2, 1990).

**17.68.090 Nonconforming uses in waterfront districts.**

When a structure or premises has a nonconforming use status and it is damaged with a loss greater than 50 percent of the replacement costs at the time of destruction, the owner shall provide a minimum of one waterview/harbor access opportunity, as defined pursuant to GHMC 17.48.090(E), nonconforming use or structure. (Ord. 598 § 3, 1991).

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

THIS AGREEMENT is entered into on this 25th day of APRIL, 2005, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and MARY E. HILL, 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 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 sewer utility system, hereinafter referred to as "the utility," and 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/she is the Owner of the property described in Exhibit 'A' 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 line on SOUNDVIEW DRIVE (street or right-of-way) at the following location:

**SOUNDVIEW DRIVE NEAR THE INTERSECTION WITH HUNT STREET/64<sup>th</sup>  
STREET NW.**

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 in inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system ONE (1) EQUIVALENT RESIDENTIAL UNIT (ERU) per day; 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. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City

sewerage system. The City agrees to reserve to the Owner this capacity for a period of **36** months ending on **APRIL 25, 2008**, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three-year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of **FIVE HUNDRED EIGHT DOLLARS AND FIFTY CENTS (\$508.50)** 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) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

7. 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 Community Development Department.

8. 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).

9. 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 Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. 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.

11. 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.

12. 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 zoning district 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 Guidelines, 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.

13. 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 35.67.280, 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 25th day of APRIL, 2005.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Gretchen A. Wilbert

OWNER

*Mary E. Hill*  
\_\_\_\_\_  
Mary E. Hill, a single woman

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 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: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

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

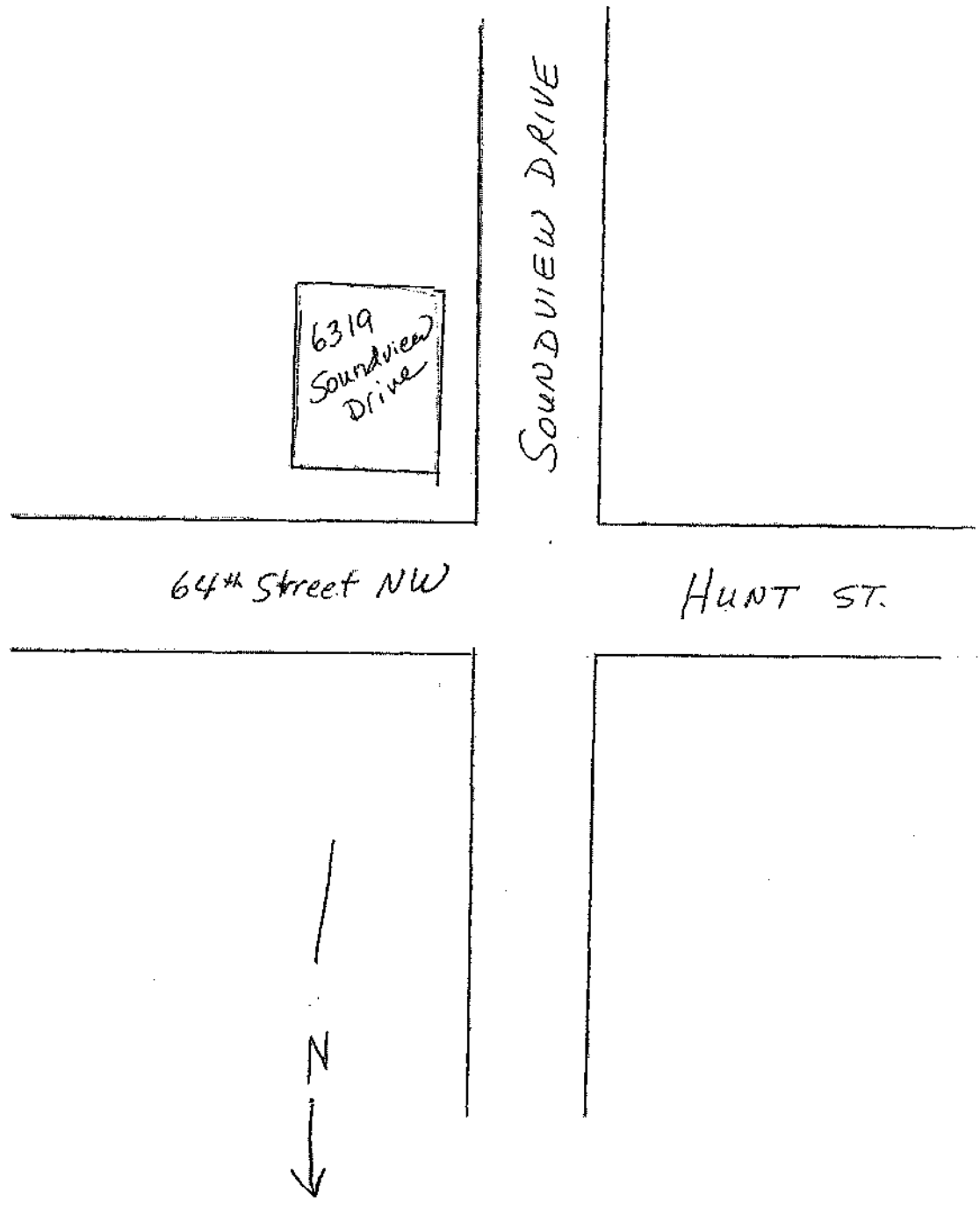
Dated: \_\_\_\_\_

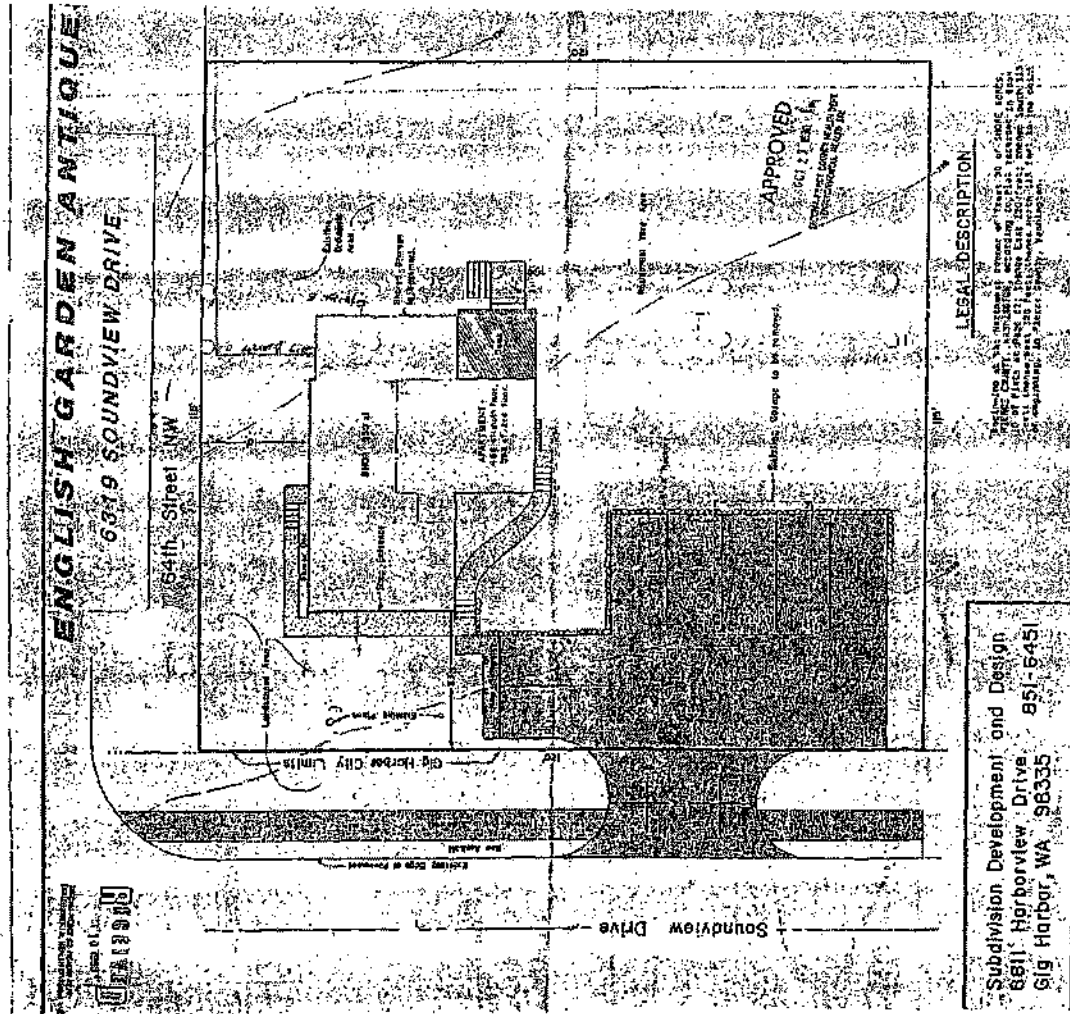
Signature

\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at

My commission expires: \_\_\_\_\_

EXHIBIT A







**POLICE**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF MIKE DAVIS**  
**SUBJECT: FIRST READING OF ORDINANCE-ACCEPTANCE OF GRANTS/  
REQUEST FOR BUDGET ADMENDMENT**  
**DATE: MAY 9, 2005**

**INFORMATION/BACKGROUND**

The Gig Harbor Police Department established two very important objectives for the budget year 2005. The two goals included establishing a comprehensive traffic safety program and increasing our knowledge and expertise related to drug investigations. With diligent work we have received approval letters for several grants that will support each of these vital goals. The grants are as follows:

**TRAFFIC SAFETY GRANTS from the Washington Traffic Safety Commission**

- Grant to purchase 2 solar-powered flashing pedestrian lights \$10,000.00
- Grant to purchase four portable breath testers 2,000.00
- Grant to lease a 2005 Harley Davidson Police Motorcycle 12,840.00
- Grant to purchase equipment for two motorcycle officers 4,841.62
- Grant to purchase traffic safety trading cards 2,000.00
- Grant to fund overtime for "click it or ticket" emphasis 2,500.00

Total traffic program grants **\$34,181.00**

**METHAPHETAMINE GRANT from the Washington State Criminal Justice Training Commission**

- Grant to purchase a wireless video and audio surveillance system **\$6,000.00**

Total aggregate grant amount **\$40,181.00**

We will purchase the above items and then voucher the expenditures to the respective grant sources. Reimbursement will then be sent to the City of Gig Harbor, offsetting all expenditures.

**FISCAL IMPACTS**

The fiscal impacts connected to this grant package are minimal. The outfitting of the motorcycle and all costs associated with outfitting two officers to ride the motorcycle are covered by the grant. We will be covering training costs necessary to qualify two officers

to ride the motorcycle, which will amount to approximately \$2,000.00. The surveillance system will cost \$7,100.00, so we will pay \$1,100.00 over the grant amount of \$6,000.00 from our drug seizure fund.

The City Public Works Department has agreed to install the two solar-powered flashing pedestrian signs within the school speed zone at Gig Harbor High School.

**RECOMMENDATION**

I am recommending that the City Council approve a budget amendment in the amount of \$40,181.00 to allow the purchase of the items and equipment.



ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S 2005 BUDGET, AMENDING THE 2005 BUDGET FOR THE PURPOSE OF ACCEPTING SEVEN GRANTS TOTALING \$40,181.00 FOR PURCHASE OF EQUIPMENT DESIGNED TO EXPAND OUR TRAFFIC AND DRUG ENFORCEMENT CAPABILITIES.

WHEREAS, the Gig Harbor Police Department has been awarded several grants amounting to \$40,181.00; and

WHEREAS, the grants support departmental goals of creating a comprehensive traffic safety program utilizing a police motorcycle, and expanding our ability to effectively investigate and prosecute drug offenses; and

WHEREAS, the grants awarded are as follows:

TRAFFIC SAFETY GRANTS

|  |                    |
|--|--------------------|
| GRANT TO PURCHASE 2 SOLAR POWERED FLASHING PEDESTRIAN SIGNS      | \$10,000.00        |
| GRANT TO PURCHASE FOUR FTS BREATH TESTERS                        | \$2,000.00         |
| GRANT TO PURCHASE A HARLEY DAVIDSON POLICE MOTORCYCLE            | \$12,840.00        |
| GRANT TO PURCHASE EQUIPMENT TO OUTFIT TWO MOTORCYCLE OFFICERS    | \$4,841.62         |
| GRANT TO PURCHASE TRAFFIC SAFETY TRADING CARDS                   | \$2,000.00         |
| GRANT TO FUND 58 HOURS OF OVERTIME FOR CLICK AND TICKET EMPHASIS | \$2,500.00         |
| Total traffic program grants                                     | <u>\$34,181.00</u> |

METHAMPHETAMINE GRANT

|  |                    |
|--|--------------------|
| GRANT TO PURCHASE WIRELESS VIDEO AND AUDIO SURVIELLANCE SYSTEM | \$6,000.00         |
| TOTAL GRANT AMOUNT   | <u>\$40,181.00</u> |

WHEREAS, these grant revenues and related expenditures were not contemplated or included in the 2005 budget; **NOW, THEREFORE,**

**THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:**

Section 1. The grants awarded to the City Police Department are reimbursement grants. This means that the City will have to actually purchase the above equipment at the above prices and then request reimbursement for these costs from the awarding agency. A budget amendment is required because no city funds have been allocated for the purchase of the above equipment. The City Council's acceptance and expenditure of these grant revenues requires the following budget amendment:

| <u>Fund/Dept.</u>           | <u>Original Appropriations</u> | <u>Amendment</u> | <u>Amended Appropriations</u> |
|-----------------------------|--------------------------------|------------------|-------------------------------|
| Expenditures<br>06 – Police | \$2,006,950                    | \$ 40,181        | \$2,047,131                   |

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to accept the Traffic Safety and Methamphetamine grants totaling \$40,181 and to authorize expenditure of the funds for the purposes described in this Ordinance, so that reimbursement can be received from the granting agencies.

Section 3. This ordinance shall be in force and take effect five (5) days after its publication of a summary according to law.

**PASSED** by the City Council and approved by the Mayor at a regular meeting of the council held on this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

ATTEST:

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

Filed with City Clerk: 5/4/05  
Passed by the City Council:  
Date published:  
Date effective:



STATE OF WASHINGTON  
WASHINGTON TRAFFIC SAFETY COMMISSION  
1000 S. Cherry St., PO Box 40944 • Olympia, Washington 98504-0944 • (360) 753-6197

April 27, 2005

Chief Mike Davis  
Gig Harbor Police Department

Ms Marcia Harris  
Peninsula School District  
Electronic Approval

RE: School Zone Flashing Light Project Approval

Dear Chief Davis and Ms Harris,

Thank you for your project agreement and funding request to purchase and install three (3) solar powered flashing yellow lighting systems in elementary school zones in your city and county. Funding has been approved not to exceed \$30,000.00. (\$10,000 for the City of Gig Harbor and \$20,000 for the Peninsula School District)The original copy of your proposal will kept on file at WTSC and a sign approval letter will be sent to you via mail.

It is understood this equipment will be purchased on or before June 30, 2005 and the installation of the equipment will be completed by September 1, 2005.

As with most of our grants, your agency must purchase and bill for the necessary item(s)/ services and submit for reimbursement no later than 60 days form the date of this letter. Request received after this date will not be honored by WTSC. I have detailed the order/ reimbursement procedure below:

1. Your agency must order the item(s) granted and be billed for the equipment

3. Upon receipt of the above, your agency / jurisdiction will be reimbursed.

Disputes arising from the agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. The dispute panel shall there after decide the dispute with the majority prevailing.

Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance render prior to the effective date of termination.

It is a pleasure to work with your agency to improve the traffic safety environment in the community of Gig Harbor. If you have any questions or concerns, please feel free to contact me; my direct line is 360.586.3484 and email is [ldrake@wtsc.wa.gov](mailto:ldrake@wtsc.wa.gov) .

Sincerely,

Lynn Drake  
Program Manager  
Electronic Approval 4.29.05



**POLICE**

April 29, 2005

Lynn Drake, Program Manager  
Washington Traffic Safety Commission  
1000 South Cherry Street  
PO Box 40944  
Olympia, WA 98504-0944

Dear Ms. Drake:

Attached you will find our grant proposal to install three sets of solar-powered flashing signals at three separate school sites in the Gig Harbor area. This project represents the coordinated efforts of the Gig Harbor Police, the Pierce County Sheriff's Department and the Peninsula School District. In addition, the Public Works Departments of each jurisdiction will be assisting in the installation of the flashing signals.

Please contact me direct with any questions at 253.853.2420.

Sincerely,

Mike Davis



## POLICE

### Gig Harbor School Zone Signalization Project

**OVERALL GOAL OR VISION:** The overall goal of this project is to expand and compliment our motorcycle grant by providing a clear and sustainable reduction in the speed of vehicles traveling along three school sites within the Peninsula School District by utilizing flashing signalization. One focus of our motorcycle grant was to assist the Pierce County Sheriff's Department in designating additional school zones around schools within their jurisdiction on the Key Peninsula. We propose installing school zone signalization around the following three school sites:

- Discovery Elementary, Henderson Bay Alternate High School and Gig Harbor High School within the city limits of Gig Harbor (all three schools are located on the same campus)
- Voyager Elementary School and Kopachuck Middle School located in unincorporated Pierce County (both schools are located next to each other)
- Evergreen Elementary School located in unincorporated Pierce County

School zone signalization has been shown to be an effective strategy in encouraging school zone speed reductions during school hours, thus increasing pedestrian safety. The signalization would consist of two solar-powered, pole mounted signals along the arterials located at each of the school sites providing an intermittent flashing amber signal during school hours. The three sites we have selected are all school sites adjacent to arterials that have high traffic volumes and speeds that are creating unsafe conditions for school age pedestrians. Evergreen Elementary is located on 174th Avenue in KPS and has traffic speeds of 50 M.P.H. before arriving in the area of the school. Both school locations within unincorporated Pierce County do not currently have designated school zones.

**BACKGROUND AND PROBLEM IDENTIFICATION:** The Gig Harbor area has experienced tremendous growth in population and vehicular traffic. Many of the schools in unincorporated Pierce County do not have designated school speed zones. The first school to receive a designated school zone, Artondale Elementary School recently received solar-powered pole mounted signals and their effectiveness in slowing down traffic has been dramatic. With the rural roads and limited visibility present at many of the school sites in this area, it is imperative that we designate school zones at all school sites and provide signalization that is visible and effective to insure the safety of our children.

**PROJECT OBJECTIVES:** The primary objective of this project will be an actual reduction in the average speed of vehicles within the reduced speed zones surrounding the above schools.

**ACTIVITIES/TASKS:** City of Gig Harbor Public Works personnel, in coordination with Pierce County Public Works and Peninsula School District staff will complete the installation of the solar-powered signals. Coordinated law enforcement support of the designated school zones will be accomplished within a team concept between the Gig Harbor Police Department and the Pierce County Sheriff's Peninsula Detachment. We will conduct reoccurring emphasis patrols focusing on speed zone compliance within the designated school speed zones.

**EVALUATION:** The evaluation of the project will consist of pre and post speed surveys with the ultimate goal a reduction in average vehicle speeds during school hours of 10 M.P.H.

**BUDGET:** The total amount requested is up to \$30,000 to purchase six solar-powered flashing signalization units. The City of Gig Harbor Public Works Department will install the two signs at the Discovery Elementary School site and Pierce County Public Works in coordination with the Peninsula School District will install the remaining four signs at the two other school sites.

The City of Gig Harbor has plans to install a new crosswalk in front of Gig Harbor High School at a cost of \$7,000.00.

**CONTACT INFORMATION:** Mike Davis, Chief of Police with Gig Harbor Police Department 253.853.2420 and Marcia Harris, Deputy Superintendent of the Peninsula School District 253.857.3500.



POLICE

April 28, 2005

Lynn Drake, Program Manager  
Washington Traffic Safety Commission  
1000 South Cherry Street  
PO Box 40944  
Olympia, WA 98504-0944

Dear Ms. Drake:

I am requesting a mini grant to purchase four new PBTs for the Gig Harbor Police Department. Our current PBTs are over six years old and according to our designated PBT technician, the units are very close to realizing their projected life span. We recently had one of them malfunction during a traffic stop. If we are able to receive funding to purchase the additional units, we will transfer our old units to the local DUI Victims Panel and our local school district that has officers working during the day and during evening functions.

Thank you in advance for your consideration of our grant request.

Sincerely,

  
Mike Davis

\$2,000  
=





STATE OF WASHINGTON  
WASHINGTON TRAFFIC SAFETY COMMISSION  
1000 S. Cherry St., PO Box 40944 • Olympia, Washington 98504-0944 • (360) 733-6197

April 29, 2005

Chief Mike Davis  
Gig Harbor Police Department  
Electronic Approval

RE: FST Purchase

Dear Chief Davis,

Thank you for your grant request to purchase four new FTS Breath Testers to support the expansion of your traffic division. Federal dollars have been approved for your agency not to exceed \$2,000.00. The original copy of your proposal will be kept on file at WTSC and a signed approved copy will be sent to you via mail.

It is understood the primary focus of this equipment will be used to enhance your agency's school zone enforcement and additional traffic enforcement. Your agency must purchase and bill for the necessary item(s)/ services and submit for reimbursement no 60 days from the date of this letter. **Request for reimbursement received after this date will not be honored by WTSC.** I have detailed the order/ reimbursement procedure below:

1. Your agency must order the item(s) granted and be billed for the equipment
2. Upon receipt of the vendor billing, your agency must submit for the reimbursement using the enclosed Invoice Voucher, A-19-1A From. Submit the voucher and duplicate copy of your vendor-billing invoice to WTSC for reimbursement. Please note that we cannot accept a FAX. We must have your agency identified as the Claimant, a Federal Tax ID Number and original signature of the agency head, command officer or contracting officer on the A-19 form.

2. Upon receipt of the vendor billing, your agency must submit for the reimbursement using the enclosed Invoice Voucher, A-19-1A From. Submit the voucher and duplicate copy of your vendor-billing invoice to WTSC for reimbursement. Please note that we cannot accept a FAX. We must have your agency identified as the Claimant, a Federal Tax ID Number and original signature of the agency head, command officer or contracting officer on the A-19 form.
3. Upon receipt of the above, your agency / jurisdiction will be reimbursed.

Disputes arising from the agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. The dispute panel shall there after decide the dispute with the majority prevailing.

Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance render prior to the effective date of termination.

It is a pleasure to work with your agency to improve the traffic safety environment in the community of Gig Harbor. If you have any questions or concerns, please feel free to contact me; my direct line is 360.586.3484 and email is [ldrake@wtsc.wa.gov](mailto:ldrake@wtsc.wa.gov) .

Sincerely,

Lynn Drake  
Program Manager  
Electronic Approval 4.19.05



STATE OF WASHINGTON  
WASHINGTON TRAFFIC SAFETY COMMISSION  
1000 S. Cherry St., PO Box 40944 • Olympia, Washington 98504-0944 • (360) 753-6197

April 19, 2005

Chief Mike Davis  
Gig Harbor Police Department  
Electronic Approval

RE: Motorcycle School Zone Project Approval

Dear Chief Davis *Mike*

Thank you for your project agreement to support your school zone enforcement by the lease on one Harley Davidson motorcycle and outlined equipment. Funding has been approved not to exceed \$12,840.60. The original copy of your proposal will kept on file at WTSC and a sign approved copy will be sent to you via mail.

It is understood the primary focus of this equipment will be used to enhance your agency's school zone enforcement. It is also understood your agency is obligated for 480 citations to be written under 46.61.440 from the onset of this date to June 30, 2006 and your agency will not be eligible for any future funds from the school zoon account until your obligation has been met.

As with most of our grants, your agency must purchase and bill for the necessary item(s)/ services and submit for reimbursement no later than 60 days form the date of this letter. Request received after this date will not be honored by WTSC. I have detailed the order/ reimbursement procedure below:

1. Your agency must order the item(s) granted and be billed for the equipment

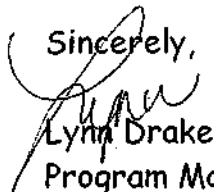
2. Upon receipt of the vendor billing, your agency must submit for the reimbursement using the enclosed Invoice Voucher, A-19-1A Form. Submit the voucher and duplicate copy of your vendor-billing invoice to WTSC for reimbursement. Please note that we cannot accept a FAX. We must have your agency identified as the Claimant, a Federal Tax ID Number and original signature of the agency head, command officer or contracting officer on the A-19 form.
3. Upon receipt of the above, your agency / jurisdiction will be reimbursed.

Disputes arising from the agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. The dispute panel shall there after decide the dispute with the majority prevailing.

Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance render prior to the effective date of termination.

It is a pleasure to work with your agency to improve the traffic safety environment in the community of Gig Harbor. If you have any questions or concerns, please feel free to contact me; my direct line is 360.586.3484 and email is [ldrake@wtsc.wa.gov](mailto:ldrake@wtsc.wa.gov) .

Sincerely,



Lynn Drake

Program Manager

Electronic Approval 4.19.05

**Grant Request Form / Project Agreement**

Washington Traffic Safety Commission  
1000 South Cherry Street  
PO Box 40944  
Olympia, Washington 98504-0944  
360.753.6197 • 360.586.6489 (fax)  
[www.wtsc.wa.gov](http://www.wtsc.wa.gov)  
[sysop@wtsc.wa.gov](mailto:sysop@wtsc.wa.gov)

**Section 1  
Authorization**

**Project title: School Speed Zone Enforcement**

- Increase seat belt use
- Reduce deaths and injuries resulting from alcohol and drug impaired driving
- Reduce deaths and injuries resulting from speeding
- Reduce deaths and injuries resulting from aggressive driving
- Reduce deaths and injuries of pedestrians
- Reduce deaths and injuries of motorcyclists
- Reduce deaths and injuries of bicyclists
- Increase the use of child safety seats and booster seats
- Increase helmet use by motorcyclists and bicyclists
- Improve the safety of children in school zones and on or around school buses
- Reduce emergency medical services response time to traffic injuries
- Upgrade traffic records and data systems
- Other \_\_\_\_\_

**Applicant agency/organization: Gig Harbor Police Department**

**Applicant project director: Mike Davis** **Chief of Police**  
(name) (title)  
3510 Grandview Street Gig Harbor, WA 98335 [davism@cityofgigharbor.net](mailto:davism@cityofgigharbor.net) 253.853.2420  
Address email telephone

**Applicant agency/organization authorizing official (person with contracting authority):**

**Mike Davis** **Chief of Police**  
(name) (title)  
**SAA**  
(address, if different than above) email telephone

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

**WTSC Use Only:**

WTSC Program Manager Juan Drake June 30, 2006  
Planned Project Duration: From: October 1, 2005 To: September 30, 2006  
April 19, 2005

Approved by Name: Lowell Porter Federal (HSP) Project Number: SZ-  
Title: Director Federal Funds (obligated) \$ 0  
Signature: [Signature] CFDA Number \_\_\_\_\_  
Date: 4/19/05

## Section 2 Description of Activity

### Problem Identification and Project Goals

The City of Gig Harbor Police Department has developed a comprehensive school zone and traffic safety enforcement program. As the new police chief of Gig Harbor, I have learned that a major concern of our citizens is traffic congestion and overall traffic safety as our population grows. Until now, most of our traffic enforcement efforts have been initiated by officers who are assigned to a regular patrol shift. We will be submitting a budget proposal to our City Council in August 2005 that will request the authority to hire a 1.0 FTE officer position whose main duties will be traffic enforcement.

Components of our comprehensive traffic safety program currently in the process of being implemented are:

- The purchase of a \$13,000 traffic monitoring trailer with the full traffic statistical package (this was approved for the 2005 budget). This tool will be very valuable in monitoring the effectiveness of our education and enforcement efforts
- Creation of an officer trading card program utilizing traffic safety tips (we are in the final stages of this project)
- Implementation a traffic safety education program utilizing the theme—"Drive Friendly" (focus will be signage and web-based educational messages)
- Expansion of our webpage to include a web-based request form for traffic enforcement within our community
- Mapping of traffic accidents using available Pierce County GIS technology and the computer analysis of education and enforcement efforts and their effects on the number of accidents
- An aggressive enforcement of DUIs (I am currently the chair for the Tacoma/Pierce County DUI Task Force)
- Providing traffic safety presentations to our local schools
- Increased enforcement of school speed zones

A major project component we would like to initiate is the aggressive enforcement of school and playfield school zones. We have contacted the Pierce County Sheriff's Department and are poised to work collaboratively with their officers on the Key Peninsula in enforcing school speed zones, pedestrian crosswalk compliance and DUIs. This will entail organizing monthly emphasis patrols utilizing teams of officers from each jurisdiction focused on these and other traffic safety concerns. We will also be working together with the Sheriff's Department to secure funding to establish additional school speed zones around the rural schools of the Peninsula School District.

The Gig Harbor Police Department is requesting funding from the Washington Traffic Safety Commission to purchase a Harley Davidson motorcycle from Downtown Harley Davidson

utilizing the Leased Motorcycle Unit Program. We are interested in a two-year lease contract program and would like to order the motorcycle immediately to insure our enforcement efforts will be available within the next two months. Gig Harbor is a compact city with narrow streets and we feel a motorcycle will allow our officers the ability to increase school speed zone enforcement, along with being more able to effectively address other traffic safety concerns within our community, such as pedestrian safety and the increasing need for enforcement actions with several "round-a-bouts" located in our city. The "round-a-bouts" are a constant source of concern within our community and are impossible to monitor with a conventional patrol vehicle.

The cost of a two-year lease program and the costs required to outfit the motorcycle is \$12,840.90. A copy of the bid for the leased motorcycle is attached.

The Gig Harbor Police Department will be responsible for purchasing all officer equipment and necessary training.

The goal of this project is to increase school zone enforcement and reduce traffic and pedestrian injuries and fatalities through education and enforcement activities utilizing a police motorcycle. Chief Mike Davis will compile statistics acquired from our focused efforts and provide them to the WTSC on a quarterly schedule. We will work toward generating 480 speeding in school zone "notice of infractions" (NOIs) and other criminal traffic citations during the duration of the program from June 30, 2005 until June 30, 2007. In addition to our enforcement efforts, we will distribute educational brochures explaining seat belt and school zone laws to all traffic contacts. We will establish a zero-tolerance policy with both seat belts and school zone enforcement. The Gig Harbor Police will work closely with the Tacoma/Pierce County DUI Task Force. In addition, we will work closely with other traffic safety efforts sponsored by WTSC to include "Click it or Ticket", "Drive Hammered-Get Hammered" and on a regular basis team up with officers from the Pierce County Sheriff's Department, and the Washington State Patrol in focused multi-agency traffic enforcement emphasis patrols on the Kitsap and Key Peninsulas. Two officers from the Gig Harbor Police Department will be designated motorcycle enforcement officers. This project will increase our traffic unit capabilities and will not be supplanting any existing positions.

There are currently three designated school zones in the Gig Harbor area and eight school sites within the jurisdiction of the Pierce County Sheriff on the Key Peninsula. Currently only one school zone in the Key Peninsula area is properly designated. We will assist the Pierce County Sheriff's Office in designating additional school safety zones around the remaining schools.

### **Project Evaluation**

We will begin our enforcement efforts by conducting traffic speed surveys before and after our focused education and enforcement patrols. This evaluation process will include comparables on average daily speed counts, traffic numbers, crash reductions and calls for service relating to traffic problems.

**Point of Contact** : Chief of Police Mike Davis 253.853.2420

**Washington Traffic Safety Commission**  
**Project Agreement**

**Section 3**  
**Budget Summary**

**Budget:**

|   | WTSC Share  | Applicant Matching Share (if applicable) |
|---|-------------|--|
| 1. Salaries and Wages:                            | \$          | \$30,000                                 |
| 2. Employee Benefits                              | \$          | \$9,900                                  |
| 3. Travel and Subsistence:                        | \$          | \$3,000                                  |
| 4. Contractual Services:                          | \$          | \$                                       |
| 5. Equipment:                                     | \$12,840.90 | \$8,000                                  |
| 6. Goods and Services:                            | \$          | \$                                       |
| 7. Total lines 1-6 (Amount Requested from WTSC)   | \$12,840.90 |  |
| 8. Total lines 1-6 (Amount provided by applicant) |             | \$50,900                                 |
| <b>Total Project Cost (Add lines 7 &amp; 8):</b>  |             | <b><u>\$63,740.90</u></b>                |

**WTSC Use Only**

|  |          |         |   |
|--|----------|---------|---|
| <b>Cost Sharing</b><br>(Washington Traffic Safety Commission use only) |          |         | <b>Matching Share:</b><br>WSP Field Salaries FY _____ |
| Share  | Amount   | Percent | <b>Applies To:</b><br>State: _____<br>Local: _____    |
| Federal:   | \$ _____ | _____   |   |
| State:   | \$ _____ | _____   |   |
| Political Subdivision:   | \$ _____ | _____   |   |
| Total Estimated Cost:  | \$ _____ | _____   |   |



## Certifications and Assurances

It is hereby understood that this application and attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this application and attachments, taken as a whole. This agreement is based on guidelines found in the Common Rule, OMB Circular A-102, in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

- 1) Reports – The Contractor shall submit quarterly reports, a final report at end of project, and submit special reports as outlined in the Project Agreement. Please read Reporting Requirements, following this section.
- 2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Contractor may copyright such, but the WTSC reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Contractor may publish, at its own expense, the results of project activities without prior review by the WTSC provided that any publications (written, visual, or sound) contain acknowledgment of the National Highway Traffic Safety Administration (NHTSA) and the WTSC support. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether or not patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.
- 3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by WTSC at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 4) Fiscal Records – Complete and detailed accounting records will be maintained by the Contractor of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, state, or WTSC auditors shall have access to any records of the Contractor. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.
- 5) Funding – The Contractor will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by WTSC based on approved requests for reimbursement. If matching funds are required, the Contractor will expend them from nonfederal sources, which must be spent not later than 30 days following the completion of the project.
- 6) Cost Principles and Grant Management – The allowability of costs incurred and the management of this project shall be determined in accordance with the Office of Management and Budget (OMB) Circular A-87 and 49CFR, Part 18 for state and local agencies, OMB Circulars A-21 and A-110 for educational institutions, and OMB Circular A-122 for nonprofit entities.
- 7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
- 8) Changes – The Contractor must obtain prior written approval from the WTSC for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, or project budget. The period of performance of the project, however, cannot be changed.
- 9) Income – Income earned by the Contractor with respect to the conduct of the project (sale of publications, registration fees, service charges, etc.) must be accounted for and income applied to project purposes or used to reduce project costs.
- 10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of the WTSC. The Contractor shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to the WTSC.
- 11) Third Party Participants – No contracts or agreements may be entered into by the Contractor related to this project, which are not incorporated into the project agreement and approved in advance by the WTSC. The

Contractor will retain ultimate control and responsibility for the project. WTSC shall be provided with a copy of all contracts and agreements entered into by Contractors. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the WTSC.

- 12) Participation by Disadvantaged Business Enterprises – The contractor agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
- 13) Americans with Disabilities Act – In the performance of this agreement, the Contractor shall comply with the provisions of Title VI of Civil Rights Act of 1964 42 USC 200d, Section 504 of the Rehabilitation Act of 1973 29 USC 794 Chapter 49.60 RCW, and Title I of the Americans with Disabilities Act 42 USC 1211-12117. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in any terms and conditions of employment to include taking affirmative action necessary to accomplish the objectives of this Act and denying an individual the opportunity to participate in any program provided by this agreement through the provisions of services, or otherwise afforded others.
- 14) Political Activities – No funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of congress, or an employee of a member of congress, an officer or employee of congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.
- 15) Single Audit – State and local governments that receive federal assistance are subject to the audit requirements of the Office of Management and Budget (OMB) Circular A-128. An institution of higher education or a nonprofit entity must comply with audit requirements in OMB Circular A-133.
- 16) Seat Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.
- 17) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace (42 USC 12644), WTSC has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Contractor and/or any such activity is prohibited in the Contractor's workplace.
- 18) Debarment and Suspension - The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Applicant Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**Washington State Traffic Safety Commission**  
*Project Agreement*

**Reporting Requirements**

---

**Reporting Frequency :** The Washington Traffic Safety Commission requires three types of reports in conjunction with traffic safety projects:

1. Quarterly reports during the life of a project;
2. A final report at the conclusion of a project. This is to include training and consultant reports, if applicable; and
3. Special reports as required.

Project reports provide WTSC with information that can be used to strengthen the state's overall traffic safety program. These reports should keep the Commission informed of a project's progress, explain any difficulties encountered, provide a background of information that can be passed on to others, suggest ways in which the Commission can assist with the project and aid in distribution of state funds.

**Quarterly Reports:** Obviously, these are to be submitted quarterly and are due in the Traffic Safety Commission's office within fifteen (15) calendar days after the end of the reporting calendar quarter as follows:

|                 |                         |                       |
|-----------------|-------------------------|-----------------------|
| First Quarter:  | 1 October – 30 December | Report due January 15 |
| Second Quarter: | 1 January – 30 March    | Report due April 15   |
| Third Quarter:  | 1 April – 30 June       | Report due July 15    |
| Fourth Quarter: | 1 July – 30 September   | Report due October 15 |

If no action has been taken, please so indicate. Any original or innovative ideas or methods employed in your project should be incorporated into your reports.

**Final Report:** Final reports are to be detailed and must describe whether the project objectives were accomplished, if technical and fiscal problems were encountered, and what improvements in traffic safety have resulted or probably will result. Included in final reports will be copies of publications, training reports and any statistical data generated in project execution. These final reports should discuss the following:

1. Accomplishments compared to the original project objectives;
2. Were all activities of the project completed as scheduled? Include dates and milestones when studies were completed; equipment acquired, installed and operated;
3. Any unanticipated proceedings that affected the project;
4. Funding and costs for completion of the project in relationship to original estimates; and
5. Third party performance if applicable. A copy of any consultant reports should be included with the final report.

**Special Reporting:** Special reporting procedures may be required. If so, reporting frequency will be detailed in the project agreement.

Applicant Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**Washington State Traffic Safety Commission**  
*Project Agreement*

**Invoicing Requirements**

Invoices should be submitted to the Traffic Safety Commission on a monthly basis.

Due to state fiscal year closing on June 30 of each year, all invoices, whether state or federal funds, for goods received or services performed on or prior to June 30 **need to be received by WTSC no later than August 15**. The Federal fiscal year and project agreements end on September 30 of each year. Invoices for goods received or services performed on or before September 30, for federal funded projects, **need to be received by WTSC no later than November 15**.

**Invoices received after the above cutoff dates are subject to non-payment.**

If applicable, please make sure your accounting office is aware of the above cutoff dates.

I have read and understand the above invoicing requirements.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

August 27, 2004

Ms. Lynn Drake  
WTSC  
POB 40944  
Olympia, WA 98504-0944

Dear Lynn:

The Gig Harbor Police Department would like to request a grant to promote school zone safety within our community and schools. Our efforts will be conducted through education and enforcement.

To enhance our commitment towards community traffic safety education, I would like to purchase trading cards for each officer with in the department and support personnel. Each individual card will contain a safety message promoting school zone safety or traffic safety counter measures. Officers will distribute these cards during contacts, community events and school events.

These cards have proven extremely popular with the young children in other agencies and will provide our officers with an additional communication tool to promote traffic safety. The estimated cost is \$2,000 and the cards will be purchased through ProImage (800.823.7896).

Thank you for the opportunity to make this request and I look forward to your approval. If you have any question please don't hesitate to contact me, I can be reached at 253.853.2420.

Sincerely,

Chief Mike Davis



STATE OF WASHINGTON

WASHINGTON TRAFFIC SAFETY COMMISSION

1000 S. Cherry St., PO Box 40944 • Olympia, Washington 98504-0944 • (360) 753-6197

September 30, 2004

Chief Mike L. Davis  
Gig Harbor Police Department  
3510 Grandview Street  
Gig Harbor, WA 98385  
Electronic Approval 9.1.04

Dear Mike:

Based on the grant request submitted to support the purchase educational items, funding has been approved not exceed \$2,000.00. Your agency must purchase and be billed for the necessary items(s) and submit for reimbursement no later than September 30, 2004. I have detailed the order/reimbursement procedure below:

1. Your agency must order the item(s) grantee and be billed for the equipment.
2. Upon your receipt of a billing, your agency must submit for reimbursement using the enclosed invoice Voucher, A-19-1A Form. Submit the voucher and a duplicate copy of your billing invoice to the WTSC for reimbursement. Please note that we cannot accept a FAX. We must have your agency identified as the "Claimant", a Federal Tax ID # and an original signature of the agency head, command officer or contacting officer on the A-19 form.
3. Upon receipt of the above your agency/ jurisdiction will be reimbursed.

Disputes arising under this agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. This dispute panel shall thereafter decide the dispute with a majority prevailing.

Either party may terminate the agreement upon (30) days of written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

Thank you for participating in our traffic safety improvement projects. Please feel free to contact me at (360) 586-3484 if you have any questions.

Sincerely,  
Lynn Drake  
Program Manager  
Electronic Approval 9.1.04

April 19, 2005

Lynn Drake, Washington Traffic Safety Commission  
1000 South Cherry Street  
PO Box 40944

Dear Ms. Drake:

Per our conversation I have forwarded the equipment list and quotes from Squad Fitters to outfit two motorcycle officers. Listed below is the ~~estimated cost~~ ~~\$4,841.62 for the equipment and gear needed to expand out traffic unit with one motorcycle.~~ Our agency will provide funding to cover the training and salaries for both officers at an estimated cost of \$3,000.

Thank you in advance for your support of our School Zone enforcement and Drive Friendly project designed to increase traffic enforcement within our community.

#### Riders Gear

##### Squad Fitters

|  |                   |
|--|-------------------|
| Chippewa Riding Boots                          | \$234.95          |
| Taylor Heavyweight Jacket                      | \$429.00          |
| RJ-Air LE Helmet                               | \$350.00          |
| Lightweight Breaches                           | \$152.95          |
| <br>   |                   |
| Total  | \$1,166.90        |
| <br>   |                   |
| <b>Discount for above package 10 %</b>         | <b>\$116.69</b>   |
| <br>   |                   |
| <b>Sub total</b>                               | <b>\$1,050.21</b> |
| <br>   |                   |
| Helmet speaker system                          | \$245.70          |
| Lightweight gloves                             | \$33.95           |
| Heavy Gauntlet gloves                          | \$60.00           |
| Rain gear jacket                               | \$70.95           |
| Rain Gear Pants                                | \$ 43.25          |
| Reflective lettering                           | \$24.00           |
| Guard Dog Glasses Interchangeable clear/smoked | \$54.95           |

**TOTALS** **\$1,583.01**



For two officers 2X\$1,583.01 equals \$3,166.02

Bratwear uniforms (one officer)

Winter Pants \$235.00  
Summer Pants \$215.00  
Uniform shirts \$96 each 2 needed \$192.00

Bratwear \$642.00

For two officers 2X\$642 equals \$1,284.00

Total for two officers \$3,166.02 plus \$1,284.00 equals \$4,450.02

Plus tax (9%) \$ 391.60

Total cost of request: \$4,841.62

Sincerely,

Mike Davis  
Chief of Police



STATE OF WASHINGTON

WASHINGTON TRAFFIC SAFETY COMMISSION

1000 S. Cherry St., PO Box 40944 • Olympia, Washington 98504-0944 • (360) 733-6197

April 22, 2005

Chief Mike Davis  
Gig Harbor Police Department  
Electronic Approval

RE:           Motorcycle Gear/ Grant Approval  
              Federal Grant Number PS 0501

Dear Chief Davis,

Thank you for your grant request to purchase gear and equipment to support the expansion of your traffic division to include one motorcycle. Federal dollars have been approved for your agency not to exceed \$4,841.62. The original copy of your proposal will kept on file at WTSC and a signed approved copy will be sent to you via mail.

It is understood the primary focus of this equipment will be used to enhance your agency's school zone enforcement and additional traffic enforcement. Your agency must purchase and bill for the necessary item(s)/ services and submit for reimbursement no later than September 30, 2005. **Request for reimbursement received after this date will not be honored by WTSC.** I have detailed the order/ reimbursement procedure below:

1. Your agency must order the item(s) granted and be billed for the equipment
2. Upon receipt of the vendor billing, your agency must submit for the reimbursement using the enclosed Invoice Voucher, A-19-1A From. Submit the voucher and duplicate copy of your vendor-billing invoice to WTSC for reimbursement. Please note that we cannot accept a FAX. We must have your agency identified as the Claimant, a Federal Tax ID Number and original signature

of the agency head, command officer or contracting officer on the A-19 form.

3. Upon receipt of the above, your agency / jurisdiction will be reimbursed.

Disputes arising from the agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. The dispute panel shall there after decide the dispute with the majority prevailing.

Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance render prior to the effective date of termination.

It is a pleasure to work with your agency to improve the traffic safety environment in the community of Gig Harbor. If you have any questions or concerns, please feel free to contact me; my direct line is 360.586.3484 and email is [ldrake@wtsc.wa.gov](mailto:ldrake@wtsc.wa.gov) .

Sincerely,

Lynn Drake  
Program Manager  
Electronic Approval 4.22.05



**POLICE**

April 14, 2005

Angie Ward  
Occupant Protection Program Manager  
Washington Traffic Safety Commission  
PO Box 40944  
Olympia, WA 98504-0844

Dear Ms. Ward:

The Gig Harbor Police Department is requesting to participate in the Commission's Click-it or Ticket overtime enforcement campaign from May 9 through June 5, 2005. Our agency is requesting \$2500.00 (based on the formula included in the grant announcement) and anticipates providing 58 hours of seat belt enforcement overtime on the following dates: May 9 - 1 officer for 4 hours, May 10 to 15 - 3 officers for 12 hours, May 16 to 22 - 3 officers for 12 hours, May 23 to 29 - 3 officers for 12 hours, May 30 to June 4 - 3 officers for 12 hours, June 5 - 2 officers for 6 hours for a total of **58 hours**.

We have designated Officer Mike Allen as the single point of contact for the purposes of the management, administration and activity reporting associated with this grant. Officer Allen will also be the point of contact for purposes of media and public education. His contact information is as follows: Officer Mike Allen, 3510 Grandview Street, Gig Harbor, WA. 98335 Office: 253-851-2236 Fax: 253-851-2399 email: allenm@cityofgigharbor.net.

To help in your prioritization of these grants, we are including the following information in response to the three criteria listed on the grant announcement. Over the last year there have been several collisions in Gig Harbor and unincorporated Pierce County between the Narrows Bridge and the Kitsap County Line involving drivers and passengers being ejected from vehicles because they were not wearing their seatbelts. We are hoping to do at least one multi-jurisdictional emphasis between the Gig Harbor Police Department and the Peninsula Detachment of the Pierce County Sheriff's Department to increase seat belt usage and reduce collisions where occupants are ejected.

I understand that in order to receive reimbursement our department must submit a completed A-19 invoice voucher, payroll support documents, completed activity logs, and a combined activity log with totals for the entire mobilization **no later than July 1, 2005**. We have signed and attached the Memorandum of Understanding (MOU) and look forward to receiving a confirmation letter and copy of the fully executed MOU from your office by May 9, 2005.

Sincerely,

Mike Davis  
Gig Harbor Police Department  
Chief of Police



**MEMORANDUM OF UNDERSTANDING**

**WASHINGTON TRAFFIC SAFETY COMMISSION**

1000 So. Cherry St., PO Box 40944, Olympia, WA 98504-0944

THIS AGREEMENT is made and entered into by and between:  
GIG HARBOR POLICE DEPARTMENT

(insert your agency name above)

Hereinafter referred to as "Contractor" and the WASHINGTON TRAFFIC SAFETY COMMISSION, hereinafter referred to as "WTSC"

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies to conduct "Zero Tolerance - Safety Belt Emphasis Patrols" during the period between May 9 and June 5, 2005. The goal of this project is to contact as many violators as possible with a "Zero Tolerance" for seat belt violations

**IT IS, THEREFORE, MUTUALLY AGREED THAT:**

1. Contractor will provide a commissioned police officer (active or paid reserve) with appropriate equipment (vehicle, radar, etc) on an "overtime" basis (not to exceed 1.5 times normal salary) to enforce seat belt laws. No on-duty personnel will be funded.
2. The period of activity will begin on May 9 and extend through June 5, 2005. Funding is not available for activity before or after this period and funding may not exceed the amount prescribed in the attached Request for Proposal.
3. Performance standards for funded personnel are a minimum of three (3) self-initiated contacts per hour funded with a "desired outcome" of three (3) seat belt citations per hour. This is an enforcement activity with "zero tolerance" for seat belt violations. It is expected Notices of Infraction (NOI's) will be issued at contact unless circumstances dictate otherwise. It is understood that violator contacts may result in related, time-consuming activity. Such activity will be considered for reimbursement. Activity other than that initiated through emphasis patrol contact (investigating collisions, emergency responses, etc) will be the responsibility of the contracting agency and may not be considered for reimbursement.
4. Contractor must submit for reimbursement no later than July 1, 2005. Billings will include:
  - ◆ Invoice Voucher, A19-1A Form (attached). Please note that we cannot accept a FAX. We must have your agency identified as the "Claimant", a Federal Tax ID # and an original signature of the agency head, command officer or contracting officer on the A-19 form.
  - ◆ Payroll support documents (overtime slips, payroll documents, etc)
  - ◆ Officer worksheets (showing 3 or more self-initiated contacts per hour)
  - ◆ Combined activity log with totals for the entire mobilization
5. Disputes arising under this agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.
6. Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

Gig Harbor P.D.  
Agency  
Mike Davis  
Contracting Agent (Print/type Name)

Mike Davis  
Signature

4/15/05  
Date

APPROVED/DISAPPROVED  
Cheryl C. Wall  
Washington Traffic Safety Commission  
Return to: WTSC  
PO Box 40944  
Olympia, WA 98592-0944

**COPY**



Police Department

February 1, 2005

Roger Heine  
CJTC Regional Training Manager  
19010 1<sup>st</sup> Avenue S  
Burien, WA 98148

Dear Mr. Heine:

I want to thank you for your patience in working with us on researching appropriate training and equipment to be purchased with the ~~\$6,000.00 Meth Grant~~ we were received last year. We just received word that two of our officers have been accepted into the 2-week DEA Basic class set to start on February 7<sup>th</sup>. This last year has seen a tremendous increase in our drug investigations, especially investigations dealing with the selling and manufacture of meth.

We have provided for your review several initiatives that we feel will support our efforts to become more adapt at investigating meth manufacturing and the associated crimes that are the consequences of this activity. You will notice that I have provided three training opportunities, along with the associated tuition, hotel and per diem costs that we feel would be appropriate for reimbursement.

In addition, I have forwarded four technology equipment proposals from Crime Point. Of the four proposals, I think the Waistband Wireless Video System or the Astroscope Night Vision System would be the best values to increase our effectiveness in covert surveillance associated with meth investigations.

Please review the attached proposals. Select, and if you feel so inclined, prioritize the proposals that you feel are most acceptable taking into consideration the intent of the above mentioned grant. I wanted to provide you with a selection of proposals designed to provide flexibility in determining the most appropriate items to be supported under the grant. We understand that the grant funding limit is \$6,000.00.

Again, thank you for your help and patience!

Sincerely,

Mike Davis  
Chief of Police



WASHINGTON STATE  
CRIMINAL JUSTICE TRAINING COMMISSION

Michael D. Parsons, Ph.D. Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206/835-7300 • [www.cjtc.state.wa.us](http://www.cjtc.state.wa.us)

May 2, 2005

Chief Mike Davis  
Gig Harbor Police Dept.  
3510 Grandview Street  
Gig Harbor, WA 98335-1214

RE: CJTC Payment for Drug/Meth Interdiction Equipment

Dear Chief Davis,

This is to confirm the Washington State Criminal Justice Training Commission (WSCJTC) will reimburse you the amount of \$6000.00 for the Gig Harbor Police Department's purchase of equipment to be utilized for the investigation and arrest of those trafficking in illegal drugs, most notably methamphetamine.

This money is being offered as a result of funding from the legislature and given to WSCJTC expressly for the purpose of supporting criminal justice agencies through specialized training and purchase of equipment.

CJTC is very pleased to provide this funding for you and we very much respect your earnest efforts to rid your community of methamphetamine production and usage.

Sincerely,

Roger S. Heine  
Program Manager  
Continuing Education, WSCJTC

Mission: Train Criminal Justice Personnel to Deliver the Highest Quality Service to the Communities of Washington State

Values: Professionalism • Integrity • Accountability



WASHINGTON STATE  
CRIMINAL JUSTICE TRAINING COMMISSION

Michael D. Parsons, Ph.D. Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206/835-7300 • [www.cjtc.state.wa.us](http://www.cjtc.state.wa.us)

May 2, 2005

Chief Mike Davis  
Gig Harbor Police Dept.  
3510 Grandview Street  
Gig Harbor, WA 98335-1214

RE: CJTC Payment for Drug/Meth Interdiction Equipment

Dear Chief Davis,

This is to confirm the Washington State Criminal Justice Training Commission (WSCJTC) will reimburse you the amount of \$6000.00 for the Gig Harbor Police Department's purchase of equipment to be utilized for the investigation and arrest of those trafficking in illegal drugs, most notably methamphetamine.

This money is being offered as a result of funding from the legislature and given to WSCJTC expressly for the purpose of supporting criminal justice agencies through specialized training and purchase of equipment.

CJTC is very pleased to provide this funding for you and we very much respect your earnest efforts to rid your community of methamphetamine production and usage.

Sincerely,

Roger S. Heine  
Program Manager  
Continuing Education, WSCJTC

Mission: Train Criminal Justice Personnel to Deliver the Highest Quality Service to the Communities of Washington State

Values: Professionalism • Integrity • Accountability





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PUBLIC HEARING AND FIRST READING OF ORDINANCE - PRENTICE**  
**AVENUE STREET VACATION REQUEST - BOYD**  
**DATE: MAY 9, 2005**

**INTRODUCTION/BACKGROUND**

On April 11, 2005, City Council approved Resolution 644 setting May 9, 2005 as the date to hear public testimony regarding the requested street vacation initiated by Mr. Bill Boyd. The city received a petition on March 21, 2005 from Mr. Boyd, to vacate a portion of Prentice Avenue abutting his property as shown on exhibits A and B on the attached ordinance 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 northwest property frontage of Lot A of Boundary Line Adjustment No. 200409165003. 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.

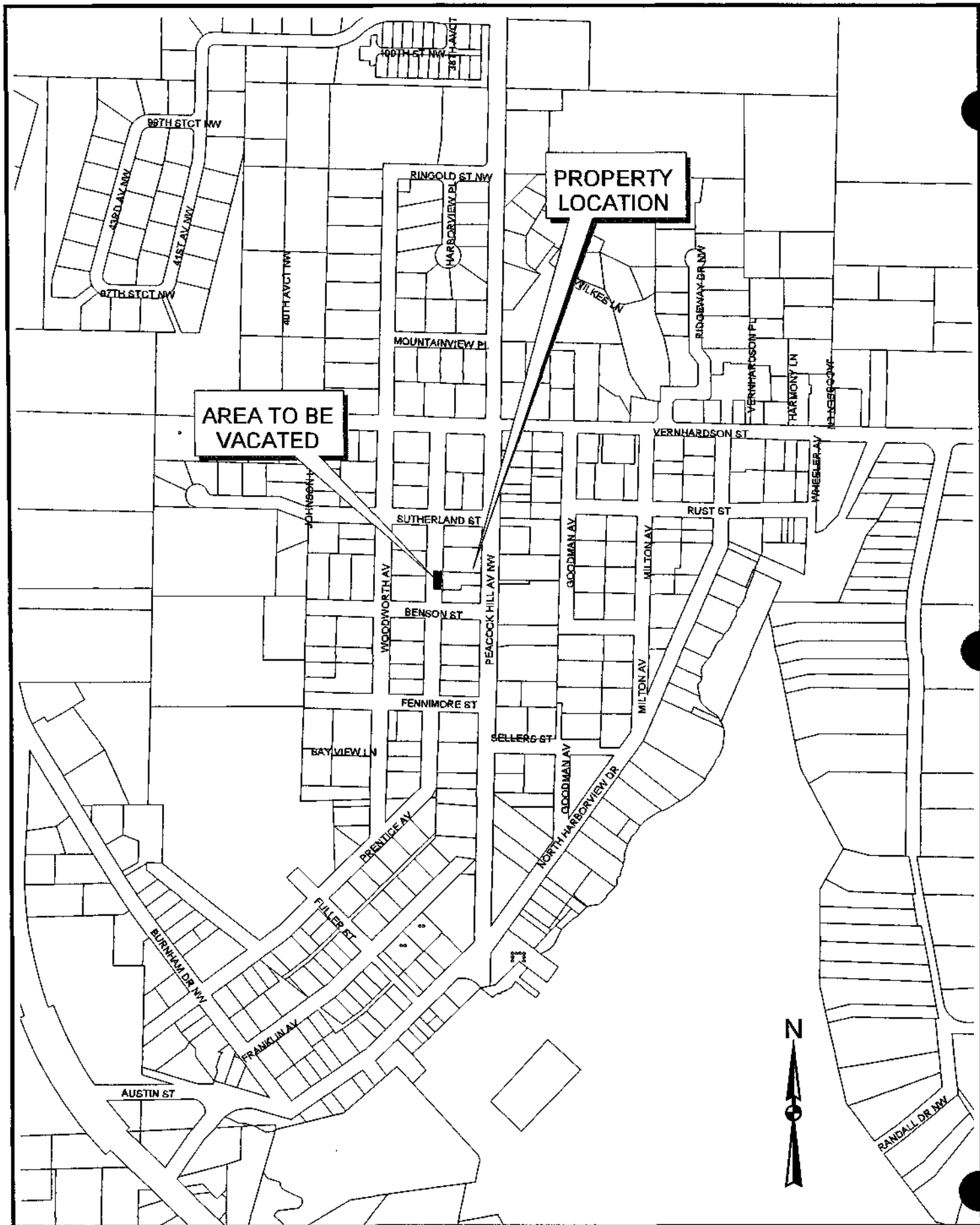
The right-of-way proposed for vacation along Prentice Avenue is surplus to the city's needs, and the city does not have any plans for improving the right-of-way proposed for vacation. The vacation request will not eliminate public access to any property.

**FISCAL CONSIDERATIONS**

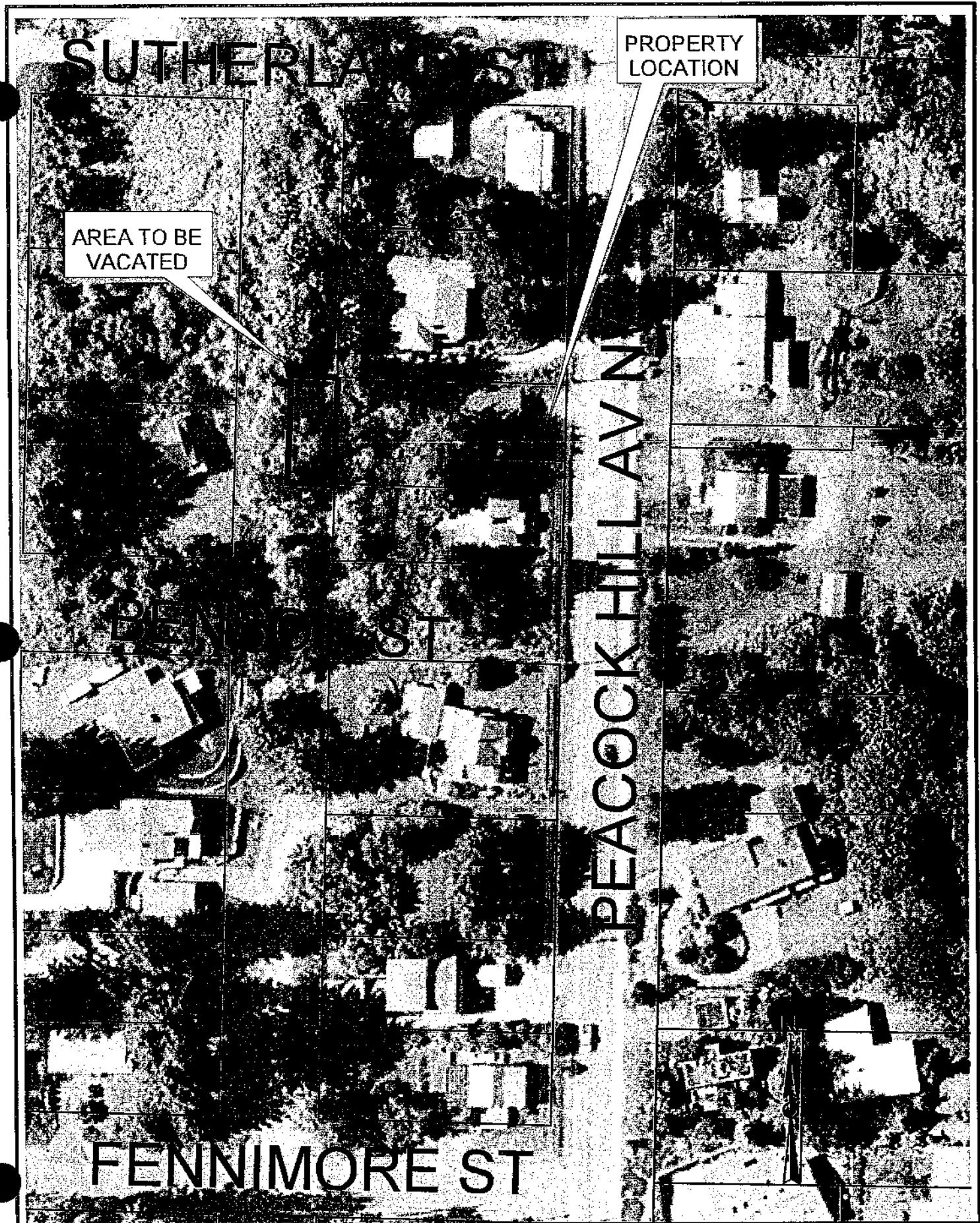
The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

I recommend that Council approve the ordinance as presented at the second reading.



VICINITY MAP  
BOYD STREET VACATION



AREA TO BE VACATED

PROPERTY LOCATION

SUTHERLAND ST

BOYD ST

FENNIMORE ST

PEACOCK HILL AVENUE

LOCATION MAP  
BOYD STREET VACATION



**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

21 March 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 9324 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 9815-000-061 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 sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute)", 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,

*Bill Boyd*  
Bill Boyd

City of Gig Harbor

03/24/2005 4:14:34 PM  
Receipt No. 0040060

|                              |        |
|------------------------------|--------|
| CK                           | 150.00 |
| Administrative Fees/Street   |        |
| Vacation/Portion of Prentice |        |
| RDW                          | 150.00 |

|        |        |
|--------|--------|
| Total  | 150.00 |
| 150.00 |        |
| Cash   | 0.00   |
| Check  | 150.00 |
| Change | 0.00   |

Bill Boyd  
Customer #: 000000

Cashier: Jaci  
Station: CITY-CASHIER1

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
GIG HARBOR, WASHINGTON, VACATING A PORTION  
OF PRENTICE AVENUE, BETWEEN PEACOCK HILL  
AVENUE AND WOODWORTH AVENUE.**

---

WHEREAS, the City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect the rights of anyone, including any rights the public may have acquired in the right-of-way since the street was vacated by operation of law; and

WHEREAS, the portion of Prentice Avenue subject to this vacation request was created in the Plat of the Woodworth's Addition, recorded in the records of Pierce County in 1891; and

WHEREAS, the referenced portion of street right-of-way has never been opened or improved as a public street; and

WHEREAS, the referenced portion of street right-of-way was located in Pierce County during the period of five years prior to 1909, and there is no evidence that it was used as a street during such period; and

WHEREAS, the City Council passed Resolution No. 644 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on May 9, 2005, and at the conclusion of such

hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Prentice Avenue right-of-way, lying between Peacock Hill Avenue and Woodworth Avenue, abutting the northwest property frontage of Lot A of Boundary Line Adjustment No. 200409165003, attached hereto as legally described in Exhibit A and incorporated by this reference and as shown as depicted on Exhibit B, has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). .

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect the rights of anyone, including any rights the public may have acquired in the right-of-way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor  
this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

By:

\_\_\_\_\_  
Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney:

By: \_\_\_\_\_  
Carol A. Morris

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

**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 COUNCIL OF THE CITY  
GIG HARBOR, WASHINGTON, VACATING A PORTION  
OF PRENTICE AVENUE, LYING WEST OF PEACOCK  
HILL AVENUE AND EAST OF WOODWORTH AVENUE IN  
GIG HARBOR, WASHINGTON.**

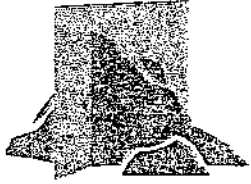
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of \_\_\_\_\_,  
2005.

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





**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

Exhibit A

**PROPOSED  
LEGAL DESCRIPTION**

**RIGHT OF WAY THAT WILL ATTACH TO BOYD ADJOINER FOLLOWING VACATION  
OF A PORTION OF PRENTICE AVENUE, GIG HARBOR, WASHINGTON:**

**A PORTION OF 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, IN THE NORTHWEST QUARTER OF  
SECTION 6, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:**

**THAT PORTION OF THE EAST HALF OF PRENTICE AVENUE (FORMERLY CHESTER  
STREET) LYING BETWEEN THE WESTERLY PRODUCTION OF THE NORTH LINE OF  
THE LOT 4, BLOCK 2 OF SAID PLAT AND THE WESTERLY PRODUCTION SOUTH  
LINE OF THE NORTH 10 FEET OF LOT 5 SAID BLOCK 2, SAID SOUTH LINE BEING  
THE SOUTH LINE OF PARCEL "A" OF CITY OF GIG HARBOR BOUNDARY LINE  
ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200409165003,  
RECORDS OF PIERCE COUNTY, WASHINGTON.**

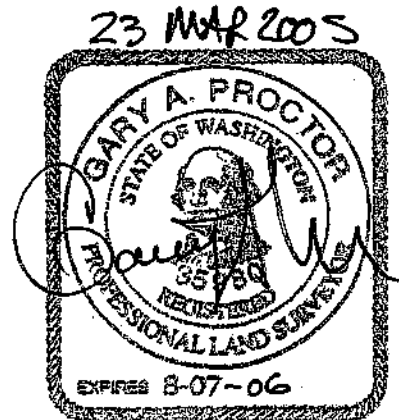
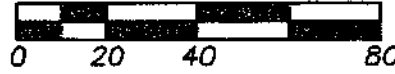


Exhibit B 32

S 89°48'17" E  
212.93

S O U T H E R L A N D S T.  
(NOT CONSTRUCTED)

SCALE: 1"=40 FEET



1

B L O C K  
2  
3

33

33

33

P R E N T I C E A V E.

S 00°00'38" E  
363.96



P E C O C K H I L L A V E.

S 00°00'35" E  
363.85

PROPOSED R/W  
VACATION AREA

N 08°00'38" W  
69.99

LOT A  
BLA  
200409165003

SUBJECT PROPERTY

5

LOT B  
BLA  
200409165003

33

33

33

52 B E N S O N S T. 32  
(NOT CONSTRUCTED)  
S 89°50'05" E  
212.92



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID BRERETON *Dave***  
**DIRECTOR OF OPERATIONS**  
**SUBJECT: FIRST READING OF ORDINANCE**  
**ESTABLISHING FRIENDS OF THE PARKS COMMISSION**  
**DATE: MAY 9, 2005**

**INFORMATION/BACKGROUND**

Attached for the City Council's review is a draft ordinance adopting a new chapter in the municipal code establishing Friends of the Parks Commission. The purpose of the Commission is to advise the Mayor and City Council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities and other matters as directed by City Council.

**POLICY CONSIDERATIONS**

Gig Harbor Municipal Code: Chapter 2.50 defines the role of the Friends of the Parks Commission and also member responsibilities and qualifications.

This ordinance has been reviewed and forwarded unanimously by the city's Parks Committee. The City Attorney has reviewed and approved the ordinance as drafted.

**FISCAL IMPACTS**

There are no adverse fiscal impacts associated with this proposal.

**RECOMMENDATION**

The staff recommends approval of the ordinance as presented at the second reading, as well as a motion to approve by-laws for the Commission.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A FRIENDS OF THE PARKS COMMISSION, CONSISTING OF FIVE MEMBERS, DESCRIBING THE PROCESS FOR APPOINTMENT AND FILLING VACANCIES, THE METHOD FOR ADOPTING RULES OF PROCEDURE FOR MEETINGS, DESCRIBING THE AUTHORITY OF THE COMMISSION AND THE MEETING TIMES; ADDING A NEW CHAPTER 2.50 TO THE GIG HARBOR MUNICIPAL CODE.

---

WHEREAS, the City Council of the City of Gig Harbor, Washington wishes to establish a City of Gig Harbor Friends of the Parks Commission; and

WHEREAS, the City Council wishes to establish the authority and procedures for the Commission's activities, consistent with other City boards and Commissions; NOW, THEREFORE,

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

Section 1. The Gig Harbor Municipal Code is hereby amended to add the following new chapter:

**CHAPTER 2.50 PARKS COMMISSION**

Sections:

- 2.50.010 Friends of the Parks Commission Established.
- 2.50.020 Organization.
- 2.50.030 Rules of Procedure.
- 2.50.040 Meetings and Staff Services.
- 2.50.050 Budget.

**2.50.010 Friends of the Parks Commission Established.**

A. The City of Gig Harbor Friends of the Parks Commission, consisting of five members, appointed by a vote of the majority of the City Council, is hereby established.

B. The purpose of the Friends of the Parks Commission is to advise the Mayor and City Council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities, operation of parks and recreation programs, and other matters as directed by the City Council.

C. Commission members shall initially be selected for staggered terms. Three commissioners or their successors will serve a one, two or three year term based on the position. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission members' terms shall expire on March 31<sup>st</sup> and all successive terms shall commence on April 1<sup>st</sup>. No member shall serve more than two consecutive full terms of office, unless the vacancy cannot be filled by a new applicant. (This appears in GHMC Section 2.49.010 for Arts Commission.)

D. Commission Appointments.

1. Appointments to the Friends of the Parks Commission will be by the City Council during a regularly scheduled meeting. Each member of the Commission shall be a resident of the City of Gig Harbor at the time of appointment and throughout her or his time in office.

2. The Council shall seek the advice and input of the Commission prior to making any Commission appointments.

E. Vacancies occurring other than through the expiration of terms shall be filled by the Council, in consultation with the Friends of the Parks Commission, within 90 days of the vacancy, for the unexpired term.

F. Members may be removed by the City Council for any reason.

**2.50.020 Organization.** The Commission shall elect its own Chairperson and Vice-Chairperson. The Vice-Chairperson shall preside in the absence of the chairperson. The Chairperson and Vice-Chairperson shall be voting members of the Commission. The Commission shall hold at least two regular meetings each year.

**2.50.030 Rules of Procedure.** The Commission shall utilize Roberts Rules of Order for the transaction of business, and shall keep a written record of its meetings, attendance, resolutions, transactions, findings and determinations, which shall be a public record consistent with all City Council authorized by-laws for the Friends of the Parks Commission. The rules shall provide that all commission meetings shall be open to the public and that notice of meetings shall comply with the City's code and the Open Public Meetings Act (Chapter 42.30 RCW), to the extent that the proceedings are subject to the Act. The commission members must comply with Chapter 42.23 RCW on conflicts of interest.

**2.50.040 Voting.** A majority of the members of the Commission shall constitute a quorum. A quorum of the Commission shall be necessary to legally act on any matter before the Commission. For a five-member commission, a quorum is three members.

**2.50.050. Powers and Duties.** The Commission will assist the Council by providing advisory opinions and reports as follows:

A. As directed by the Council, the Commission may make informal investigations and informal surveys concerning the future park, playground and recreation resources of the City;

B. As directed by the Council, the Commission may formulate DRAFT plans for the future development of the parks and playgrounds system of the City;

C. The Commission may recommend to the City Council regarding planning, promotion, acquisition, construction, development of public recreational facilities and recreational programs;

D. The Commission may review the proposed annual budget for the operation, maintenance and acquisition of public recreational facilities of the City;

E. To cooperate with any and all departments of the City and with public school authorities, Pierce County, the State of Washington, Peninsula Metropolitan Park District, other cities and jurisdictions in the surrounding area in the furtherance of a well-rounded parks and recreation program;

F. To recommend such rules and regulations in regard to the use of city parks and city recreational facilities as shall best serve the interests of the public;

#### **2.50.060 Meetings and Staff Services.**

A. The Friends of the Parks Commission shall hold regular meetings on the 1<sup>st</sup> Tuesday in March and the 1<sup>st</sup> Tuesday in September. Meetings shall be held at the City of Gig Harbor Civic Center and shall begin at 7:00 pm unless otherwise publicly noticed.

B. The Director of Operations shall be responsible for providing administrative and staff services for the Commission.

C. The Commission shall provide a written report to the City Council of its activities within two weeks after every meeting.

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

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

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

**SUMMARY OF ORDINANCE NO.  
of the City of Gig Harbor, Washington**

On \_\_\_\_\_, 2005 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A FRIENDS OF THE PARKS COMMISSION, CONSISTING OF FIVE MEMBERS, DESCRIBING THE PROCESS FOR APPOINTMENT AND FILLING VACANCIES, THE METHOD FOR ADOPTING RULES OF PROCEDURE FOR MEETINGS, DESCRIBING THE AUTHORITY OF THE COMMISSION AND THE MEETING TIMES; ADDING A NEW CHAPTER 2.50 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 of \_\_\_\_\_, 2005.

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



## **DRAFT**

### **BYLAWS OF THE FRIENDS OF THE PARKS COMMISSION OF THE CITY OF GIG HARBOR**

#### **ARTICLE I ORGANIZATION OF THE COMMISSION**

1. A new Chairperson and Vice Chairperson shall be selected by and from the members of the Commission at the beginning of each term, or as soon thereafter as feasible.
2. In the event of the resignation of the Chairperson, the Vice-Chairperson shall assume the office of Interim Chairperson until the Commission elects a new chairperson. In the event of the resignation of the Vice-Chairperson the Commission shall expeditiously appoint a new officer to fill the position. In the absence of the Chairperson, the Vice-Chairperson shall conduct the meeting.
3. The Chairperson shall preside at all Commission meetings and have the powers generally assigned such office in conducting the meetings. It shall be the Chairperson's duty to see that the transaction of Commission business is in accord with law and with these Bylaws.
4. The Director of Operations, or a designee, shall serve as Executive Secretary of the Commission. The Executive Secretary shall keep the minutes of all regular, recessed and special meetings of the Commission; such minutes shall be approved by the Commission. The Executive Secretary shall give notice of all regular and special meetings to Friends of The Parks Commission members, shall prepare the agenda of regular and special meetings, and shall serve notice of all meetings and public hearings through the City Clerk or Assistant City Clerk. The City Clerk or Assistant City Clerk shall maintain a file of all studies, plans, reports, recommendations and official records of the Commission.

#### **ARTICLE II MEETINGS**

1. Special meetings of the Commission may be called by the Chairperson and must be called upon written request of any three members of the Commission. Written notice of such a meeting and its purpose shall be given to all members not less than twenty-four hours in advance thereof, and the

- same notice shall be posted in City and at the city's regular posting locations and on the city website.
2. Any regular meeting may be recessed to a definite time and place by a majority vote of the Parks and Recreation Commission members present at the meeting.
  3. To provide a fair and efficient forum for the conduct of business at Friends of The Parks Commission meetings, meeting will be conducted in accordance with Robert's Rules of Order, and shall include the following rules:
    - a. No person shall address the Commission without first obtaining recognition from the Chairperson.
    - b. The order of business shall be as prescribed on the agenda. Changes to the agenda order shall be approved by majority vote of Commissioners present.
    - c. In instances where a written staff report has been prepared, the staff representative upon recognition by the Chairperson shall present the report for the record.
    - d. Following the presentation of the staff report the Commission shall be afforded to question the staff regarding the material in the report.
    - e. After questioning of the staff is completed the Chairperson may recognize the applicant or proponent of that item of business to speak. Following the proponents remarks, any other person wishing to speak on the matter may be recognized by the chairperson.
    - f. Once any person has spoken in regard to a specific matter before the Commission, he/she shall not be recognized to speak again until all persons wishing to speak have been given the first opportunity to do so.
    - g. Following the presentation by each speaker, the Friends of The Parks Commission shall be afforded the opportunity to question the speaker regarding the information presented by the speaker.

**ARTICLE III**  
**VOTING AND ACTIONS OF THE COMMISSION**

1. At all meetings of the Commission, each member shall have one vote on each motion. The Chairperson shall have one vote and shall enjoy the same opportunity to vote as afforded to all other Commission members. Voting shall be by a simple majority. There shall be no voting by proxy. No matter

may be voted upon unless the matter has been discussed at a previous meeting of the Commission.

2. Each formal action of the Commission shall be written in a formal motion which will be entered verbatim into the Minutes. The Chairperson shall, at the Chairperson's discretion or at the request of any Commission member, read the motion before the motion is voted on, as provided for in Section 1 above.

#### **ARTICLE IV** **COMMITTEES**

1. The Friends of the Parks Commission may establish from time to time such standing or special committees as it deems advisable and assign each committee specific duties or functions. Each standing committee shall consist of a maximum of four members. Each special committee shall consist of a minimum of four members, the members can not be a current commissioner, and all members of the commission shall be residents of the City of Gig Harbor at the time of appointment and throughout their time in office. No standing or special committee shall have the power to commit the Friends of The Parks Commission to the endorsement of any plan or program without its submission to, and the approval of, the body of the Commission.

#### **ARTICLE V** **AMENDMENTS**

1. These Bylaws may be amended, from time to time, at the discretion the City Council. The commission may recommend revisions to the by-laws subsequent any regular March or September meeting.

#### **CERTIFICATION**

The undersigned Secretary of the City of Gig Harbor Friends of The Parks Commission does hereby certify that the above and foregoing Bylaws have been duly adopted by the members of said Commission as the Bylaws of said Commission, said Bylaws having been adopted on \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Secretary of City of Gig Harbor  
Friends of the Parks Commission



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.** *hem*  
**CITY ENGINEER**  
**SUBJECT: GIG HARBOR NORTH TRAFFIC MITIGATION PLAN**  
**CONTRACT AUTHORIZATION**  
**DATE: MAY 9, 2005**

**INFORMATION/BACKGROUND**

Due to the recent large volume of private development projects along with the proposed St. Anthony's Hospital within the Gig Harbor North corridor, an in-depth traffic study analyzing the single and combined project impacts of these projects on the city's transportation system within this corridor is required at this time.

This project will involve the development of a corridor wide comprehensive traffic study and a traffic mitigation plan which will comprehensively quantify the development traffic impacts and associated intersection deficiencies. A corresponding fix to these traffic deficiencies will also be developed along with a mitigation improvement schedule.

Staff conducted a series of interviews with three prospective consultants in March 2005. The members of the interview panel consisted of the City and Associate Engineers. Based upon the results of the interview consisting of a series of questions and answers, along with a reference check, the panel selected the engineering firm of David Evans and Associates, Inc. as the most qualified to perform the task.

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

**FISCAL CONSIDERATIONS**

This work is a component of the 2005 Street Operating Budget Objective No. 3, \$150,000 and sufficient funds exist to fund this study.

**RECOMMENDATION**

I recommend that Council approve a consultant services contract with David Evans and Associates, Inc. for the Gig Harbor North Traffic Mitigation Plan in the amount not to exceed Ninety-six Thousand Thirty-eight Dollars (\$96,038.00).

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

---

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

**RECITALS**

WHEREAS, the City is presently engaged in the development of a traffic study and a traffic mitigation plan for the Gig Harbor North area and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 4, 2005, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Ninety-six Thousand Thirty-eight dollars and no cents (\$96,038.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2005, provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

### VIII. Insurance

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

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

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

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

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

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

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig



Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

### **IX. Exchange of Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **XVI. Written Notice**

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

CONSULTANT  
Randy A. Anderson, P.E.  
Senior Associate, Project Manager

CITY OF GIG HARBOR  
Stephen Misiurak, P.E.  
City Engineer

David Evans & Associates, Inc.  
3700 Pacific Highway East, Ste. 311  
Tacoma, WA 98424  
(253) 922-9780

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

**XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of May 2005.

CONSULTANT  
By: Randy Anderson  
Its Principal  
**SR. ASSOCIATE**

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

Notices to be sent to:  
Randy A. Anderson, P.E.  
David Evans & Associates, Inc.

CITY OF GIG HARBOR  
Stephen Misiurak, P.E.  
City Engineer

3700 Pacific Highway East, Ste. 311  
Tacoma, WA 98424  
(253) 922-9780

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

APPROVED AS TO FORM:

---

City Attorney

ATTEST:

---

City Clerk

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

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

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

\_\_\_\_\_

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

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

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF PIERCE        )

I certify that I know or have satisfactory evidence that 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: \_\_\_\_\_

# CITY OF GIG HARBOR

## EXHIBIT A

### SCOPE OF SERVICES for the

### DEVELOPMENT OF A TRAFFIC MITIGATION PLAN FOR THE NORTH GIG HARBOR AREA

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City). Exhibit A describes the Scope of Services that will be performed by DEA for this project. The project will involve the development of a traffic study and a traffic mitigation plan for the north Gig Harbor area.

This scope of work was prepared in response to City comments and meetings regarding work on the project and the development of the scope of work. A specific portion of the north Gig Harbor area will be identified and described. This area is undergoing rapid development at this time and is expected to develop fully within the next few years.

Existing and future traffic conditions within that area will be studied and levels of service of existing facilities will be determined. Infrastructure improvement costs to maintain transportation facilities within the study area at a predetermined level of service will be determined. These costs will be apportioned back to the undeveloped properties within the area so that impacts to the transportation system within the study area can be correlated to a dollar amount. For forecasting purposes full development of the area will be assumed based on current zoning. Background conditions for adjacent areas will be consistent with city and regional plans.

Meetings will be held with property owners within the study area, city staff, and city elected officials to review the results of the traffic study work and discuss the proposed method and costs for traffic mitigation measures.

Draft legislation will be prepared to implement the traffic mitigation plan. DEA will submit the draft ordinance to city staff for presentation to city elected officials, ~~and~~ DEA will be available to assist city staff as needed through the implementation process.

DEA will also review traffic plans and studies submitted to the city by project applicants on a case by case basis as requested by city staff.

Work on this project will be done task by task, as budget is available to support the work. The City will determine how many tasks can be completed at a time as budget is available to do the work. The individual tasks to be completed by DEA are as follows:

1. Provide project management and administration;
2. Document existing baseline development conditions in the traffic study area;
3. Document existing baseline traffic conditions within the study area;
4. Forecast cumulative future traffic conditions based on the trip generation potential of current zoning and proposed amendments to the comprehensive plan, including background growth from surrounding areas that may use roads in the study area;
5. Identify cumulative improvements and costs thereof for improvements needed within the study area to accommodate full development (for example a proposed hospital and medical office facility) based on current land use zoning designations;
6. Develop a traffic mitigation plan for the traffic study area by prioritizing improvements needed within the study area based on existing and future anticipated levels of service arising from the forecast development and traffic growth, and identify revisions to the Six-Year Transportation Improvement Program that are necessary for relief of deficiencies due to known development proposals;
7. Develop a pro-rata method for sharing traffic improvement costs for the mitigation plan amongst all undeveloped properties within the traffic study area;
8. Prepare for and attend a first series of public meetings with property owners, city staff, city elected or appointed officials, and the general public to discuss the traffic study work, and obtain feedback on the draft traffic mitigation plan cost-sharing method;
9. Develop draft ordinance language to implement the traffic mitigation plan;
10. Prepare for and attend two public meetings with city elected officials to present a draft traffic mitigation ordinance to them, obtain feedback on the proposed ordinance, and revise the draft ordinance based on comments received;
11. Conduct an evaluation of the proposed hospital development's traffic impacts and mitigation requirements as a standalone project but consistent with the comprehensive analysis developed in tasks 2-6.
12. Provide additional support services to the City as requested. Support services may include but are not limited to participation and presentations at additional public meetings, additional technical analysis, and review of traffic reports and studies submitted to the City by project applicants.

### **TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION**

For this work task DEA will provide project management, project administration, and QA/QC for the project. DEA will:

- Provide project status reports to the City every two weeks either verbally or in written form documenting key issues and decisions made for the project. When applicable, tasks that must be performed by DEA and/or the City in the future will be documented for project scheduling purposes;
- Prepare and submit monthly invoices to the City and perform project administrative duties as required. The invoices will be broken into subsections that follow the tasks identified in this Scope of Services and will show the hours of work used for each task for the billing period and the individuals who worked on the project. The invoices will show mileage, postage, reprographic, and other expenses associated with the project;
- Provide project management, administration, and professional engineering



- supervision for the project to assure that the work is being done in conformance with the project's established guidelines and the overall scope of work. Coordinate sub-consultant work as required if applicable; and
- Provide internal QA/QC review throughout the project.

Task Deliverables:

Provide project management and administration, monthly invoices and progress reports, and internal QA/QC.

**TASK 2---DOCUMENT EXISTING BASELINE DEVELOPMENT CONDITIONS IN THE TRAFFIC STUDY AREA**

From planning information to be provided by the City, DEA will prepare a composite vicinity map of the study area and a description of the existing and potential development in the study area. DEA will:

- Prepare a composite vicinity map of the study area. The map will include parcels, parcel owners, current zoning designations, and the current state of development of each parcel;
- Prepare a general description of the study area;
- Prepare a database of land parcels in the study area including land area, current zoning and proposed comprehensive plan amendments, potential development per zoning including said amendments, current occupancy, development proposals if any, and the proposed hospital comprehensive plan amendment. A summary of this information will be included in the general written description of the study area; and
- Prepare a report in memorandum format summarizing this work task.

Task Deliverables:

DEA will prepare a composite vicinity map of the study area, a parcel database file, and a description of the traffic study area.

**TASK 3---DOCUMENT EXISTING BASELINE TRAFFIC CONDITIONS WITHIN THE STUDY AREA**

For this work task DEA will prepare a traffic analysis report and analyze up to 11 intersections within the study area. The report will be done in memorandum format for submittal to the City. DEA will:

- Document the relevant limiting features of the existing public roadways, such as lane configuration, traffic controls, driveway access, sight lines, geometry, topography, and right-of-way, and prepare a base map of this information;
- Document existing traffic counts at intersections and road sections between intersections;
- Provide an analysis of existing conditions at signalized intersections and roundabouts using analysis methodology consistent with the Highway Capacity

Manual using the TRAFFIX road network analysis software to establish the baseline for analysis of future growth conditions in later tasks;

- Provide a SIDRA analysis of roundabout intersections in parallel to the TRAFFIX analysis;
- Determine the existing capacity and current level of service for the intersections in consideration, and identify any deficiencies;
- Prepare draft report in memorandum format and submit it to the City for review and comment; and
- Revise the report after one round of comments from the City.

For budgeting purposes the following 11 intersections are included in the traffic analysis scope:

- Borgen Boulevard NW/Canterwood Boulevard NW/SR-16 Northbound ramps (roundabout);
- Borgen Boulevard NW/SR-16 Southbound ramps (roundabout);
- Borgen Boulevard NW/51<sup>st</sup> Street NW (roundabout);
- Sehmel Drive NW/Burnham Drive NW at Borgan Boulevard NW;
- Borgen Boulevard NW/North-South Connector (roundabout);
- Borgen Boulevard NW/Cut Through Drive (roundabout);
- Borgen Boulevard NW/Peacock Hill Avenue NW;
- 144thStreet NW /Purdy Drive NW;
- 144thStreet NW /54<sup>th</sup> Avenue NW;
- 144thStreet NW /Peacock Hill Avenue NW; and
- 144thStreet NW /Crescent Valley Drive NW.

Additional intersections (if any) may be added at City request, as an Extra Work item.

**Task Deliverable:**

A draft and five final reports in memorandum format documenting existing baseline traffic conditions within the study area.

**TASK 4---FORECAST FUTURE TRAFFIC CONDITIONS**

For this work task DEA will forecast cumulative future traffic conditions based on current land use zoning for the various parcels within the study area. For this project DEA will assume that each parcel is developed to its highest and best use based on current zoning designations. The City will identify the level of service standard to apply. HCS analysis methodology will be used unless otherwise specified. The primary analysis will be based on afternoon peak hour conditions however other land uses that may have different peak hours will be considered. For up to three highly loaded intersections of interest to the City, morning or other peak hour conditions (e.g. institutional peak hours) will also be estimated using typical inversion ratios applied to the afternoon peak hour forecasts or site specific analysis as appropriate to institutional or other unique land uses. Unless otherwise agreed upon, a TRAFFIX model of the study area will be developed and utilized for systematic analysis of all future development and improvement options. For roundabouts, a parallel analysis using SIDRA will be performed. Forecast travel

distributions will be consistent with the patterns represented in the Pierce County traffic model. DEA will:

- Develop trip generation information for parcels within the study area for the afternoon peak hour, morning peak hour, and other possible peak hours as may be indicated by specific land uses on specific parcels;
- Develop trip distribution information for parcels within the study area, including internalization of traffic within the study area, and pass-by/diverted adjustments at commercial parcels;
- Develop through-trip forecasts for areas surrounding the study area to the extent of contributions to total traffic within the study area;
- Develop a composite forecast of future traffic volumes on roads and intersections within the study area;
- Compare the forecast volumes to those obtained with forecasts in recent development traffic studies, and reconcile the differences;
- Determine future level of service for the noted intersections within the study area based on forecast traffic applied to existing/committed road configurations;
- Determine the remaining capacity and identify intersections and related road sections that will fail the City's level of service standard, based on the forecast assumptions; and
- Prepare a report in memorandum format summarizing this work task.

Task Deliverable:

Traffic forecasting report with capacity and level of service projections in the format of a task memorandum.

#### **TASK 5---IDENTIFY CUMULATIVE IMPROVEMENTS AND COSTS**

For this work task DEA will identify remedies to the forecast deficiencies and estimate a cost for returning each traffic facility to the City's identified level of service standard. DEA will:

- Evaluate the traffic operations at locations where a future level of service deficiency is identified, and describe one or more candidate solutions;
- Consider the adjacent road corridors as well as intersections, and develop consistent solutions over meaningful lengths of each corridor;
- Consider traffic operations issues such as queuing and storage lengths, sight distances, and desirable access control strategies to maximize corridor performance;
- Prepare a description of the improvements needed at each location, with planning-level configuration sketches;
- Prepare matching cost estimates at a planning level of accuracy;
- Identify alternative concepts to the extent that significant choices may exist for the City to consider; and
- Prepare a report in memorandum format summarizing this work task.

Task Deliverable:

Task memorandum report describing candidate improvements at a planning level of detail.

#### **TASK 6---DEVELOP A TRAFFIC MITIGATION PLAN FOR THE STUDY AREA**

For this work task DEA will develop a traffic mitigation plan for the traffic study area by prioritizing improvements needed within the study area based on existing and future anticipated levels of service, growth trends, and development patterns within the study area. DEA will:

- Meet with City to review recommendations of preceding task, and narrow the choices to two alternatives where choices were identified;
- Prepare a draft master improvement plan for the study area describing the ultimate build out configuration of each intersection and all road sections between intersections;
- Estimate the remaining life of existing conditions for each improvement location based on probable near-future growth rates before a level of service deficiency arises;
- Develop a priority array of improvements needed within the study area based on timing of need and contribution to future adequacy of the road system. The priority analysis will consider all currently known or proposed developments as occurring within six years, and will identify for addition to the six-year Transportation Improvement Program any improvements needed in combination with said developments; and
- Prepare a report in memorandum format summarizing this work task.

Task deliverables:

Task memorandum report describing the recommended build out status of all intersections and road sections, with a prioritized list of traffic mitigation measures the City could take to maintain an adequate transportation system within the study area consistent with the build out growth forecast.

#### **TASK 7---DEVELOP A PRO-RATA METHOD FOR SHARING TRAFFIC IMPROVEMENT COSTS**

For this work task DEA will devise a pro-rata method for sharing traffic improvement costs for the mitigation plan amongst all undeveloped properties within the traffic study area. Based on the results of preceding tasks, the total cost of improvements needed for growth in the study area will be established. These costs will be apportioned to the undeveloped parcels within the study area based on the traffic impacts created by each undeveloped parcel. A proportion of costs attributable to external through growth will be similarly determined. (Note that this methodology only provides for the pro-rated average share of transportation costs for any development, and does not account for additional mitigation that may be needed for reasons of concurrency. If a development causes any level of service failure or other deficiency that is not corrected by a fully

funded project in the Six-Year Transportation Improvement Program, then the development will also be required to remedy such deficiencies consistent with current City procedures and authority.) DEA will:

- Develop a cost spreadsheet that apportions improvement costs back to the parcels within the study area based on the traffic impacts generated by each particular parcel;
- Identify an appropriate proportional deduction for costs attributable to future external through traffic that is unrelated to commercial sites within the study area; and
- Prepare a report in memorandum format summarizing this work task.

Task deliverables:

A task memorandum report containing a cost spreadsheet that apportions improvement costs back to the parcels within the study area, with an explanation of methodology and assumptions, and showing the effect of any improvement alternatives retained in Task 6.

### **TASK 8---ATTEND FIRST SERIES OF PUBLIC MEETINGS**

For this work task DEA will prepare for and attend an initial meeting with property owners, city staff, city elected or appointed officials. DEA will prepare for and attend three additional meetings with property owners, city staff, city elected or appointed officials, and the general public to discuss the traffic study work, and obtain feedback on the draft traffic mitigation plan cost-sharing method. DEA will assist the City in arranging the latter three meetings at a City provided location. DEA understands that there are five primary property owners that own the majority of undeveloped property within the study area. DEA will conduct the meeting if so requested by the City. DEA will:

- Prepare for and attend four four-hour meetings with property owners, city staff, city elected or appointed officials, and the general public to discuss the traffic study work developed to date;
- Assist the City with arrangements for the meeting;
- Prepare draft notification letters or public notifications that would be sent out by the City;
- Conduct the meeting or actively participate in the meeting and provide responses to questions regarding the traffic study work done to date; and
- Prepare a written summarization of the meetings; and
- Modify the traffic study work done to date two times as directed by the City in response to issues generated at the public meeting.

Task deliverables:

Attendance at four four-hour meetings, a written summarization of the meetings, and a

modified traffic report if so desired by the City.

**TASK 9---DEVELOP DRAFT ORDINANCE LANGUAGE TO IMPLEMENT THE TRAFFIC MITIGATION PLAN**

For this work task DEA will develop draft ordinance language to implement the traffic mitigation plan. A draft ordinance will be prepared consistent with the State Environmental Policy Act (SEPA) that could be adopted by the City to implement the proposed traffic mitigation plan for the study area. DEA will:

- Meet with City staff to establish the major conditions and methods the City desires to implement through the ordinance;
- Work with any preliminary legal guidance that may be provided by the City's legal counsel;
- Prepare a draft ordinance using SEPA as the enforcement mechanism that would implement the traffic mitigation plan.

Task Deliverable:

A draft ordinance using SEPA as the enforcement mechanism that would implement the traffic mitigation plan.

**TASK 10--- ATTEND SECOND SERIES OF PUBLIC MEETINGS AND REVISE ORDINANCE**

For this work task DEA will prepare for and attend four four-hour city council meetings with city elected officials and the general public. DEA will present the draft ordinance to the city council and provide responses to their questions or the public's questions. DEA will revise the ordinance two times as directed by the City to reflected changes desired by city elected officials or city staff. DEA will:

- Prepare for and present the draft ordinance to the city council;
- Provide responses to questions generated at the public meeting;
- Prepare a written summarization of the public meeting; and
- Revise the draft ordinance one time as directed by the City.

Task deliverable:

A written summarization to the public meeting and a revised draft ordinance reflecting changes made at the direction of the City.

**TASK 11---REVIEW HOSPITAL PLAN AND HOSPITAL SITE CASE STUDY**

DEA will specifically account for the proposed hospital development in the course of executing Tasks 2-6, and in Task 11 shall apply the methodology developed in Tasks 2-6 to the current hospital site development application as a site-specific case study. This analysis will address the traffic impacts and mitigation needs for that development in the year of opening as well as full build out of the property, and with and without the terms

of a proposed development agreement. This analysis should consider peak hours of hospital operation that may be different from the customary morning and afternoon commuter peak hours. Results of this test may be used by the City to place conditions on that development proposal under existing SEPA authority and the outcome will be used to refine the implementation activities in Tasks 8-10.

## **TASK 12---PROVIDE SUPPORT TO THE CITY AS REQUESTED**

For this work task DEA will provide additional support services to the City as requested. Support services may include but are not limited to participation and presentations at additional public meetings, additional technical analysis, and review of traffic reports and studies submitted to the City by project applicants. This extra work will be done on a time and expense basis using normal DEA billing rates.

### **LIST OF CITY RESPONSIBILITIES**

The City will:

- Provide DEA with a timely response for all work submitted to the City for review and/or comment;
- Provide a current copy of its comprehensive plan, zoning and other land use mapping to DEA in electronic format;
- Provide DEA with parcel information to include names, addresses, parcel numbers, and similar information for the development of base maps;
- Provide DEA with a copy of their traffic study requirements;
- Handle all transactions and communications with the Washington State Department of Transportation and Pierce County;
- Provide maps and documents showing existing zoning and proposed comprehensive plan amendments, and current proposed developments throughout the study area such as the proposed hospital site, and including any relevant traffic studies and proposed traffic mitigation;
- Provide a map showing existing zoning of the Gig Harbor North area;
- Provide site plan maps showing the proposed driveway accesses of all current development proposals in electronic format;
- Provide a map defining the Gig Harbor North area;
- Provide available information from the Buildable Lands study describing the net buildable or traffic generating area on currently undeveloped parcels.
- Provide descriptions of road improvements included in the City's adopted six-year transportation improvement program;
- Provide descriptions of long-range road improvements included in the City's adopted comprehensive plan transportation element;
- Provide existing signal timing information for signalized intersections;
- Provide parcel land use data for existing base year and comprehensive plan status, GIS format if available, describing single-family and multi-family dwellings, retail building square feet, office/service business building square feet, industrial building square feet, school and church building square feet, and other special cases as appropriate.

## REIMBURSABLES

The City will reimburse DEA for:

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project;
- Fees for reprographics, postage, and express mailing;
- The cost of traffic modeling software programs obtained by DEA at the direction of the City if such software is to be furnished to the City;
- Mileage; and
- Traffic count services if needed and authorized by the City.

P:\ACOGH00000021\0000CONPHASE2SCOPEBIRDSALL050205a.doc  
5/4/05 4:12 PM



CITY OF BIG HARBOR  
 TRAFFIC MITIGATION PLAN FOR THE NORTH BIG HARBOR AREA  
 ATTACHMENT B  
 SCHEDULE OF RATES AND ESTIMATED HOURS

| DANIEL EVANS AND ASSOCIATES, INC<br>2700 PACIFIC AVENUE EAST, SUITE 211<br>TACOMA, WA 98424           | Principal<br>in Charge | Project<br>Manager | CADD<br>Technician | Traffic<br>Designer | Sr. Traffic<br>Engineer | Sr. Traffic<br>Planner | Graphics<br>Designer | Accounting<br>Manager | Civilist | Task Costs | Task: Sum<br>And Expenses |
|---|------------------------|--------------------|--------------------|---------------------|-------------------------|------------------------|----------------------|-----------------------|----------|------------|---------------------------|
|   |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| <b>TASK 1—PROJECT MANAGEMENT AND ADMINISTRATION</b>   |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Provide project status reports to the City  |                        | 4                  |                    |                     |                         |                        |                      |                       |          |            |                           |
| Prepare and submit invoices   |                        | 12                 |                    |                     |                         |                        |                      |                       |          |            |                           |
| Provide project management, administration, and professional engineering supervision                  |                        | 6                  |                    |                     |                         |                        |                      |                       |          |            |                           |
| Provide travel DADD   |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| <b>TASK 2—DOCUMENT EXISTING BASELINE DEVELOPMENT CONDITIONS</b>                                       |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Prepare a complete utility map of the study area  |                        | 4                  |                    |                     |                         |                        |                      |                       |          |            |                           |
| Prepare a description of the study area   |                        | 6                  |                    |                     |                         |                        |                      |                       |          |            |                           |
| Prepare a database of each land parcel in the study area  |                        | 6                  |                    |                     |                         |                        |                      |                       |          |            |                           |
| Prepare a site memo report  |                        | 2                  |                    |                     |                         |                        |                      |                       |          |            |                           |
| <b>TASK 3—DOCUMENT EXISTING BASELINE TRAFFIC CONDITIONS</b>   |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Document relevant limiting factors of the existing public roadway                                     |                        | 0                  |                    | 12                  | 3                       |                        |                      |                       |          |            |                           |
| Document existing traffic counts at intersections and road sections                                   |                        | 0                  |                    | 8                   | 2                       |                        |                      |                       |          |            |                           |
| Provide an analysis of existing conditions at signalized intersections using TRAFFIX                  |                        | 0                  |                    | 2                   | 1                       |                        |                      |                       |          |            |                           |
| Provide a SEPA analysis of roadways   |                        | 0                  |                    | 2                   | 1                       |                        |                      |                       |          |            |                           |
| Determine current levels of service for intersections and capacity needs                              |                        | 0                  |                    | 2                   | 1                       |                        |                      |                       |          |            |                           |
| Prepare a draft report describing condition of traffic facilities                                     |                        | 0                  |                    | 12                  | 2                       |                        |                      |                       |          |            |                           |
| Finalize the report one time  |                        | 0                  |                    | 4                   | 2                       |                        |                      |                       |          |            |                           |
| <b>TASK 4—FORECAST FUTURE TRAFFIC CONDITIONS</b>  |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Develop trip generation factors for parcels within the study area                                     |                        | 0                  |                    | 16                  | 2                       |                        |                      |                       |          |            |                           |
| Develop trip distribution information for parcels within the study area                               |                        | 0                  |                    | 12                  | 2                       |                        |                      |                       |          |            |                           |
| Develop through trip forecasts for areas surrounding study area                                       |                        | 0                  |                    | 6                   | 2                       |                        |                      |                       |          |            |                           |
| Forecast a complete forecast of future traffic volumes on roads and intersections                     |                        | 0                  |                    | 4                   | 2                       |                        |                      |                       |          |            |                           |
| Compare forecast volumes to those obtained through submitted studies and reconcile                    |                        | 0                  |                    | 4                   | 2                       |                        |                      |                       |          |            |                           |
| Determine future level of service for the road intersections based on forecasted traffic              |                        | 0                  |                    | 8                   | 2                       |                        |                      |                       |          |            |                           |
| Identify intersections and related road sections that will fall City's level of service standard      |                        | 0                  |                    | 8                   | 2                       |                        |                      |                       |          |            |                           |
| Prepare task memo report  |                        | 0                  |                    | 8                   | 2                       |                        |                      |                       |          |            |                           |
| <b>TASK 5—IDENTIFY CUMULATIVE IMPROVEMENTS AND COSTS</b>  |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Evaluate the traffic operations at locations where a future level of service deficiency is identified |                        | 0                  |                    | 4                   | 4                       |                        |                      |                       |          |            |                           |
| Consider the adjacent road conditions as well as intersections  |                        | 0                  |                    | 4                   | 2                       |                        |                      |                       |          |            |                           |
| Consider existing traffic operations  |                        | 0                  |                    | 6                   | 4                       |                        |                      |                       |          |            |                           |
| Prepare a description of the improvements needed at each location                                     |                        | 0                  |                    | 16                  | 5                       |                        |                      |                       |          |            |                           |
| Prepare meeting cost estimates at a planning level of accuracy  |                        | 0                  |                    | 8                   | 2                       |                        |                      |                       |          |            |                           |
| Identify alternative concepts   |                        | 0                  |                    | 8                   | 2                       |                        |                      |                       |          |            |                           |
| Prepare task memo report  |                        | 0                  |                    | 8                   | 2                       |                        |                      |                       |          |            |                           |
| <b>TASK 6—DEVELOP TRAFFIC MITIGATION PLAN FOR STUDY AREA</b>  |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Meet with City to review recommendations of preceding task  |                        | 0                  |                    | 4                   | 4                       |                        |                      |                       |          |            |                           |
| Prepare a draft master implementation plan  |                        | 0                  |                    | 8                   | 2                       |                        |                      |                       |          |            |                           |
| Estimate the construction life of existing conditions for each improvement                            |                        | 0                  |                    | 8                   | 2                       |                        |                      |                       |          |            |                           |
| Develop a priority survey of improvement needed within the study area & TP update                     |                        | 0                  |                    | 16                  | 12                      |                        |                      |                       |          |            |                           |
| Prepare task memo report  |                        | 0                  |                    | 12                  | 4                       |                        |                      |                       |          |            |                           |
| <b>TASK 7—DEVELOP A PROGRAM METHOD FOR SHARING IMPROV. COSTS</b>                                      |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Determine cost apportionment that requires improvement costs back to parcels                          |                        | 0                  |                    | 16                  | 4                       |                        |                      |                       |          |            |                           |
| Identify an appropriate proportional deduction for costs attributable to future arterial trips        |                        | 0                  |                    | 8                   | 2                       |                        |                      |                       |          |            |                           |
| Prepare task memo report  |                        | 0                  |                    | 12                  | 4                       |                        |                      |                       |          |            |                           |
| <b>TASK 8—ATTEND FIRST SERIES OF PUBLIC MEETINGS</b>  |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Attend first first-level meetings   |                        | 0                  |                    | 24                  | 24                      |                        |                      |                       |          |            |                           |
| Attend the City with the arrangements to the meetings   |                        | 0                  |                    | 8                   | 2                       |                        |                      |                       |          |            |                           |
| Prepare mail notification letters   |                        | 0                  |                    | 4                   | 4                       |                        |                      |                       |          |            |                           |
| Conduct the meetings or receive participants at the meetings  |                        | 0                  |                    | 4                   | 4                       |                        |                      |                       |          |            |                           |
| Prepare a summary of the meetings   |                        | 0                  |                    | 2                   | 2                       |                        |                      |                       |          |            |                           |
| Modify the traffic study work done to date to a final   |                        | 0                  |                    | 16                  | 16                      |                        |                      |                       |          |            |                           |
| <b>TASK 9—DEVELOP DRAFT ORDINANCE LANGUAGE TO IMPLEMENT PLAN</b>                                      |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Meet with City staff to determine the major conditions and evaluate to implement City desires         |                        | 0                  |                    | 4                   | 4                       |                        |                      |                       |          |            |                           |
| Meet with city preliminary legal guidance that may be provided by City                                |                        | 0                  |                    | 4                   | 4                       |                        |                      |                       |          |            |                           |
| Prepare a draft ordinance using SEPA as the enforcement mechanism                                     |                        | 0                  |                    | 16                  | 16                      |                        |                      |                       |          |            |                           |
| <b>TASK 10—ATTEND SECOND SERIES OF PUBLIC MEETINGS/REVISE ORD.</b>                                    |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Prepare the second series of public meetings to the City Council                                      |                        | 0                  |                    | 12                  | 12                      |                        |                      |                       |          |            |                           |
| Provide responses to questions generated at the public meetings                                       |                        | 0                  |                    | 4                   | 4                       |                        |                      |                       |          |            |                           |
| Prepare a authorization of the public meetings  |                        | 0                  |                    | 4                   | 4                       |                        |                      |                       |          |            |                           |
| Forward the draft ordinance to the City Council   |                        | 0                  |                    | 4                   | 4                       |                        |                      |                       |          |            |                           |
| <b>TASK 11—REVIEW HOISTPLAN PLAN AND SITE CASE STUDY</b>  |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Hoistplan evaluation case study   |                        | 4                  |                    | 40                  | 40                      |                        |                      |                       |          |            |                           |
| <b>TASK 12—PROVIDE SUPPORT TO THE CITY AS REQUESTED</b>   |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Provide support to the City on a time and expense basis.  |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| <b>TOTAL HOURS</b>  |                        | 13                 | 37                 | 4                   | 312                     | 251                    | 88                   | 63                    | 51       |            |                           |
| <b>RATE</b>   |                        | \$ 140.00          | \$ 137.00          | \$ 78.00            | \$ 86.00                | \$ 125.00              | \$ 128.00            | \$ 75.00              | \$ 72.00 | \$ 96.00   |                           |
| <b>Direct Labor</b>   |                        | 1,820.00           | 5,069.00           | 304.00              | 26,820.00               | 28,000.00              | 11,200.00            | 4,725.00              | 3,672.00 | 5,136.00   | \$17,306.00               |
| <b>NONLABORANT SERVICES</b>   |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Additional traffic count data if authorized by the City   |                        |                    |                    |                     |                         |                        |                      |                       |          |            | \$ 2,500.00               |
| <b>EXPENSES</b>   |                        |                    |                    |                     |                         |                        |                      |                       |          |            |                           |
| Reproduction, Postage, Express Delivery   |                        |                    |                    |                     |                         |                        |                      |                       |          |            | \$ 500.00                 |
| Mileage at 3.45 per mile  |                        |                    |                    |                     |                         |                        |                      |                       |          |            | \$ 100.00                 |
| Contingency funds—5% of total of above items at the discretion of the City                            |                        |                    |                    |                     |                         |                        |                      |                       |          |            | \$ 5,000.00               |
| <b>TOTAL PROJECT COST</b>   |                        |                    |                    |                     |                         |                        |                      |                       |          |            | \$17,906.00               |

Figures reflect a total of 100% of the total project cost. AGENCY fee of 10% of the total project cost will be used for printing purposes.



**TO: CITY COUNCIL**  
**FROM: MAYOR GRETCHEN WILBERT** *GW*  
**SUBJECT: APPOINTMENTS TO THE DESIGN REVIEW BOARD**  
**DATE: MAY 9, 2005**

**INFORMATION/BACKGROUND**

Thanks are extended to the volunteers who have served on the Design Review Board. Fifteen applicants responded to the notice of invitation to serve, and it is up to Councilmembers to make appointments to fill these six positions.

The candidates are:

Nicole Ballantyne  
Charles Bucher  
Kate Burnham  
Charles Carlson  
Jeane Derebey  
Darrin Filand  
David Fisher  
Linda Gair  
Charles Hunter  
Scott Inveen  
Dick Kuykendall  
Ken Malich  
Laurie Maples  
Rosanne Sachson  
Lita Dawn Stanton

**RECOMMENDATION**

A motion for appointment for six positions to the Design Review Board.



**- Application for Appointment -  
City of Gig Harbor  
Design Review Board**

Name: Nicole Ballantyne  
Address: 7209 Pioneer Way City: Gig Harbor State: WA  
Telephone: Home: 253-858-1705  
Other: 253-208-9173

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(es))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

Working in land development and project design I have experience in the aesthetic and environmental value of landscape design. I have also had experience working with forest practice issues regarding open space preservation, moratoriums, replanting and forestry plans.

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

I have a broad knowledge of reading site plans and building plans through my experience in land development and personal experience with building plans and elevations.

Having sold new construction and under construction homes I have had the opportunity to read and interpret many different elevations &

Signature: Nicole Ballantyne Date: 4/29/2005

*elevations & architectural details.*

RECEIVED

APR 29 2005

CITY OF GIG HARBOR

Nicole Ballantyne  
7209 Pioneer Way  
Gig Harbor, WA 98335

April 29, 2005

Mayor Gretchen Wilson  
*City of Gig Harbor*  
3510 Grandview Street  
Gig Harbor, WA 98335

**RE: *Design Review Board & Planning Commission***

Dear Mayor Wilson:

I am writing you in reference to the open positions for membership on the City of Gig Harbor Design Review Board and City of Gig Harbor Planning Commission. I am a third generation Gig Harborite with strong ties to the community and currently reside in downtown Gig Harbor. My family helped pioneer Gig Harbor and I consider myself privileged to live and work here as my family still does.

I am a real estate professional engaged in development and sales of real estate. I am very familiar with the design review process having been involved in many different jurisdictions and have strong experience in reading and interpreting blueprints and site plans. I have worked for large development and construction firms and am very comfortable working with Architects and design professionals in that industry and genre. My husband is a construction manager for a large Washington developer and my father, Pete Klenak, owns and operates a local real estate firm.

My family and I are steeped in the history of Gig Harbor as well as the needs of the development community. I feel that responsible development is very possible to bring new people and capital to Gig Harbor yet not tarnish the old world charm that makes Gig Harbor such a special place to live.

I would appreciate consideration for one of the available positions as I feel I would make a strong candidate and contributor. I would consider it an honor to give something back to the community that I love so much. Please do not hesitate to call me to discuss as I live within walking distance of City Hall and work in Gig Harbor, I can be reached at (253) 208-9173 or (253) 858-1705.

Yours truly,

  
Nicole Ballantyne



**- Application for Appointment -  
City of Gig Harbor  
Design Review Board**

Name: CHARLES S. BUCHER

Address: 3804 HARBORVIEW DR. City: GIG HARBOR State: WA.

Telephone: Home: 851-8802  
Other: 851-8308

**Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.**

**Under which of the following categories do you wish to be considered?**  
(check appropriate box(s))

- #1  A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- #2  A city resident with demonstrated interest and knowledge of urban design **(there are currently no openings in this category);**  
 A member from the Gig Harbor planning commission.
- #3  A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;  
 A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- #4  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.

**Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).**

SEE ATTACHED

**Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).**

SEE ATTACHED

Signature: Charles Bucher Date: 04/15/05

# **HARBOR HOME DESIGN, INC.**

8811 N. Harborview Drive, Suite A  
Gig Harbor, WA 98332

---

Phone (253)851-8808  
Fax (253)858-1744  
www.harborhomedesign.com

April 18, 2005

City of Gig Harbor  
Design Review Board  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Application for Appointment

To Whom It May Concern:

Thank you for your recent invitation to apply for a position on the Design Review Board. Growing up in Gig Harbor over the past 39 years, I have witnessed many changes. I have always been passionate about my community, attending my first city council meeting at the age of 19. I own my own design/build business and have been very passionate about projects within the city, especially the downtown core. My background consists of two years at Clover Park in building design and approximately two years at TCC studying engineering and AutoCAD. I went right to work for Ted Litzenberger Architects, designing assisted living complexes for approximately two years; then to CRS, Inc., doing custom residential design for approximately two years; followed by Pac-Tech Engineering, doing environmental services and surveying for seven years. During my employment with these companies I was also building my own business, Harbor Home Design, Inc., which I have been operating now for nearly 17 years. I have achieved a highly successful design/build business. I would like to contribute my strengths to the group in order to help keep our city a beautiful and desirable place to work, live and play.

In response to the attached Application for Appointment form:

- > 1) I have been a professional building designer for the past 17 years. I have done several historical "craftsman" type structures in and around the city limits.
- > 2) Although this category has no openings, I still would like to convey my interest and knowledge of urban design. On each of my projects within the city limits, I have implemented the Design Review Manual and held consultations with the city planners and/or building officials to insure that the project is executed in a manner that reflects the city's regulations.
- > 3) My professional background: 17 years as a professional designer/construction consultant, the last five of which I have also been a licensed contractor.

Page 2

April 18, 2005

Letter to City of Gig Harbor

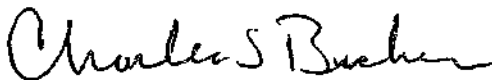
RE: Design Review Board

- > 4) I have a passion for historical structures. Architectural walks (in North Tacoma) and visits to old Western or pioneer-type towns (areas surrounding Mt. Rainier) are among my favorite things to do. If people choose to adopt the historical preservation option for their home, or other structure, I would very much like to be a part of the historical documentation process required to establish precise architectural drawings/specifications of the structure. I had some consulting time with Mt. Rainier National Park architects on this very subject pertaining to all their old log and timber-frame structures.

In addition, I have also drawn several preliminary, as well as final, landscape plans for various projects and developments. I have designed a conceptual site plan/elevation for a tram from a private residence across several parcels, down to the water, and a replica of an ocean-going schooner to be used in the Caribbean as a vacation-touring vessel. The tram required a detailed map of existing trees, topography, and landscaping. The schooner required adhering to the details of the original ship(s).

In summary, I am excited to apply for a position on the city's Design Review Board. Thank you for your consideration. Please contact me if you have any additional questions.

Sincerely,



Charles S. Bucher, President  
Harbor Home Design, Inc.

CSB:acb

Enclosure:

- > Application for Appointment

RECEIVED

APR 29 2005



- Application for Appointment - CITY OF GIG HARBOR  
City of Gig Harbor  
Design Review Board

Name: Kate Ellyn Burnham

Address: 9720 Woodworth Ave city: Gig Harbor State: WA

Telephone: Home: 351-7233  
Other: 359-5782

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

I am currently a Project Architect at McEranahan Architects in Tacoma. I have worked and studied in the field of Architecture for the past 11 years. Please refer to the attached resume for specific work experiences.

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

As stated above, I have 11 years experience, academically and professionally, dealing with all types of architectural and engineering drawings. I can both draw and read plans, elevations, section, and details, as well as understand specifications.

Signature: Kate Burnham Date: 04/25/05



# Kate Ellyn Burnham

9720 Woodworth Avenue, Gig Harbor WA 98332 h (253) 851-7233 c (253) 359-5782 katefrisbie@hotmail.com

April 28, 2005

City of Gig Harbor  
Attn: Mayor Gretchen Wilbert  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Design Review Board Position

Dear Mayer Gretchen Wilbert,

Please accept my enclosed Application for Appointment and resume in submission for a Design Review Board opening. I am confident that my education and experience have prepared me for the responsibilities the position holds, and my unique abilities will enable me to contribute significantly toward the Design Review Board's objectives.

Following eleven years of academic and professional experience in the architectural field, I am proficient in translating architectural and engineering documents, including both drawings and specifications. I am capable of working with consultants and coworkers to produce the best product for every client and need.

In addition, you will find me a well-organized, detail-oriented team member with excellent analytical, troubleshooting, and problem-solving skills. I thrive on new challenges and have a great desire to learn. I will prove to be an asset to the Design Review Board, and bring both practical and design aesthetic views to the group.

I come from a family with a long history in Gig Harbor's settlement, planning, and politics. My relatives are teachers in the Peninsula School District, and local business owners. I want to do my part in the planning and shaping of Gig Harbor, and with my current skills, becoming a member of the Design Review Board is the best way I know how.

If selected, I will represent my home town by helping to preserve, protect and honor its history, heritage, and culture, while looking forward to the future of the city in which I am proud to reside. Thank you for your time and consideration.

Sincerely,

*Kate Ellyn Burnham*

Enclosure: Resume and Application for Appointment

# Kate Ellyn Burnham

9720 Woodworth Avenue, Gig Harbor, WA 98332 h (253) 851-7233 c (253) 359-5782 katefrisbie@hotmail.com

**Education** Masters of Architecture, University of Washington Graduation: March 2004  
Masters Thesis Topic: The Adaptive Reuse of a Gig Harbor Net Shed

BA Architectural Studies, University of Washington Graduation: June 13, 1998

**Experience** January 18, 2005 to Present

Project Architect, McGranahan Architects  
2111 Pacific Avenue, Suite 100, Tacoma, WA 98402

April 7, 2004 to January 5, 2005

Architectural Intern II, Stricker Cato Murphy Architects, P.S.  
120 Lakeside Avenue, Suite 310, Seattle, WA 98122

January 1, 2002 to March 19, 2004

University of Washington Graduate Student Assistant for Arch 150 and Arch 151  
Appreciation of Architecture I and II

Contact: Trina Deines, Assoc. Dean/Assoc. Professor, Dept of Architecture (206) 685-8455  
Or Kathryn Rogers Merlino, Lecturer, Dept of Architecture (206) 543-9475  
208 Gould Hall Box 355720, College of Architecture and Urban Planning, Seattle, WA 98195

May 5, 2003 to August 15, 2003

Work Study Position with Professor Thomas Bosworth at the University of  
Washington  
(206) 545-8434

June 2002 to December 2002

Assistant, Arts & Sciences Development and Alumni Relations

Contact: Autumn Parramore (206) 616-1157 or Antoinette Wills (206) 616-6553  
College of Arts & Sciences, Communications Building, University of Washington, Seattle, 98195

Summer 2002

University of Washington Straw Bale Design/Build

A literacy center for the Northern Cheyenne Indian Reservation in Lame Deer, Montana.

April 14, 1999 to December 2001

Architectural Intern, Botesch, Nash, & Hall Architects, P.S.

Contact: Andrew Hall (425) 259-0868  
2915 Hewitt Avenue, Everett, WA 98201

Spring 1997

Job Shadow, University of Washington's Fieldwork in Professional Practice  
Program

City of Seattle Executive Services Department, Architecture and Engineering

September 25 to December 5, 1997

International Studies at the University of Washington Rome Center  
Studies in Design Studio, Italian History, and Italian Language.

June 1996 through September 1996  
Office Assistant/Intern, Richard Carothers Associates  
814 Pike Street, Seattle, WA 98122

**Community** Winter 2002  
**Involvement** Graduate Admissions Committee

January 1999 to Present  
Member of the Association for Women in Architecture

Spring 1998 and Spring 1997  
Chairman of the AIASUW's Annual Beaux Arts Ball

Spring 1997 to Summer 1998  
Vice President of AIAS University of Washington Chapter

Fall 1996 through Spring 1997  
Treasurer of AIAS University of Washington Chapter

**Special** AutoCAD R. 2002  
**Skills**

Architectural Desktop

Adobe PageMaker and Photoshop

Microsoft Office

Black and White Architectural Photography – Developing and Printing



**- Application for Appointment -  
City of Gig Harbor  
Design Review Board**

Name: Charles J. Carlson

Address: 3505 Harborview Drive City: Gig Harbor State: WA

Telephone: Home: 253-851-9684  
Other: 253-209-2281 (cellular)

**Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.**

**Under which of the following categories do you wish to be considered?**  
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.

A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;

A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;

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.

**Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).**

I participated in development of the 1st Peninsula Land Use Plan. General contractor on two personal homes, and participated in site plan development, slopes & drainage. Supervised all aspects of a commercial development.

**Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).**

I helped develop numerous commercial site plans. Was directly involved with surveying, architectural design and all specifications related to those plans.

Signature: *Charles J. Carlson* Date: 4/28/2005

RECEIVED  
APR 28 2005  
CITY OF GIG HARBOR

TO: Gretchen Wilbert, Mayor  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

FROM: Charles J. Carlson  
3505 Harborview Drive  
Gig Harbor, WA 98332

SUBJECT: Design Review Board Openings

Dear Madam Mayor and Council:

After a great deal of consideration, I have decided to submit my name for an opening on the Design Review Board. I have a longstanding love for Gig Harbor and the Peninsula, and have always appreciated its history and want to preserve its heritage and character.

During the mid 1970s I was appointed to the Pierce County Citizens Advisory Committee. This committee, over a two-year period, developed the Peninsula land use plan. Prior to that time most of the Peninsula was zoned General. In addition to zoning, this committee laid the groundwork for the Peninsula Shoreline Master Plan. I served on the Urban Environment sub-committee, the sign sub-committee and was chairperson of the airport sub-committee. While this plan has changed greatly since it's adoption it was the basis for many of the land use regulations in Pierce County.

I have been the general contractor on two homes of my own; have worked with the architects and civil engineers. I built the second commercial development on the then new Olympic Drive. I was directly involved in the survey work and land clearing, the selection of construction materials and the actual construction. I feel comfortable working with blue prints and design concepts.

From 1977 to 1987 I operated a retail and service business, first on Harborview Drive and then on Olympic Drive.

I have called the Peninsula home since 1972 and have been in my present home for 2 ½ years. I am now retired and enjoy traveling, with an emphasis on skiing during the winter. I have lived in the four corners of our Country and have enjoyed studying the buildings and history of the East coast and the old South. I firmly believe that builders and property owners should be encouraged in an affirmative way to design and build using architecture and materials consistent with their surroundings and with an eye toward making their design fit with the landscape.

Sincerely,



Charles J. Carlson



- Application for Appointment -  
City of Gig Harbor  
Design Review Board

RECEIVED  
APR 29 2005  
CITY OF GIG HARBOR

Name: JEANE E DEREBEY

Address: 9221 PEACOCK HILL AVE City: GIG HARBOR State: WA

Telephone: Home: 253 851-0595  
Other: 253 279-2466

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

PLEASE SEE COVER LETTER

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

PLEASE SEE COVER LETTER

Signature: Jeane E Derebey Date: 4/28/05

# THE DEREBEY'S

April 28, 2005

Mayor Gretchen Wilbert  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Design Review Board Openings

Dear Madam Mayor:

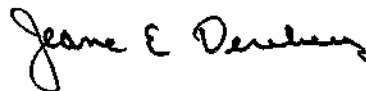
Following please find my application for the Design Review Board for the positions indicated. I have included below the information requested on the application.

My background as a professional relating to urban design (e.g. professional artist, civil engineer, planner, building contractor or professional designer) began with my training as a professional draftsman in architectural and mechanical areas at Delgado University in New Orleans, LA. I worked in this field for approximately ten years in Louisiana, Arkansas and Alabama.

During that time I prepared detailed architectural and mechanical drawings for construction of portions of North Sea oil wells, participated in a nationwide remodel of Kentucky Fried Chicken stand alone and combo restaurants and operated a design studio specializing in stained, leaded and beveled glass. During this period I prepared "before" detail drawings to insure that architectural details would be replaced exactly during the removal, repair and replacement of antique windows from historically significant homes and commercial buildings. Both scale and full size pattern drawings were created for a wide variety of work, homes undergoing remodeling, new construction homes, commercial buildings, restaurants, pubs and bars were used to build new glass art work and/or repair for salvaged glass art work for new uses.

All of the above activities required that I be able to read and interpret site plans, elevation drawings, landscape plans architectural details and specifications. Thank you for your consideration for one of the current Design Review Board openings.

Sincerely,



Jeane E. Derebey



**- Application for Appointment -  
City of Gig Harbor  
Design Review Board**

Name: Darrin M. Filand, AIA

Address: 1302 115th St Ct NW city: Gig Harbor State: WA

Telephone: Home: (253) 851-0818  
Other: (253) 318-9910 mobile

**Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.**

**Under which of the following categories do you wish to be considered?**  
(check appropriate box(es))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design **(there are currently no openings in this category);**
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

**Please describe your background in the categories you have selected above.** (You may expand upon this in your cover letter if you need more room to write).

Licensed architect with 15 years experience in Pierce County  
Familiar with Pierce County Communities Plans  
Planning, Urban and Building design experience  
Served on ad-hoc committee for Wilkinson & Skansie Parks for Gig Harbor

**Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans.** (You may expand upon this in your cover letter if need more room to write).

Architectural drafter and detailer for past 15 years  
Experience in coordinating construction drawing sets containing the following:  
Civil, Landscape, Architectural, Structural, Kitchen, Mechanical and Electrical  
drawings

Signature: *Darrin M. Filand* Date: 27 April 05



April 27, 2005

Mayor Gretchen Wilbert  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335

Re: Design Review Board Openings

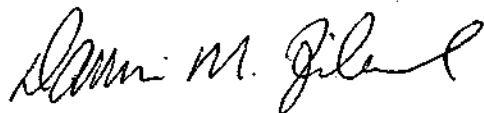
Dear Mayor Wilbert:

Although we have previously met and I do recall our many enjoyable discussions in the past couple of years regarding the City of Gig Harbor, I would like to take this opportunity to re-introduce myself to you and the City Council in submitting myself for consideration to serve on the City of Gig Harbor's Design Review Board.

My name is Darrin Filand and I am a licensed architect and head of design with Erickson McGovern Architects in Tacoma. I have been practicing architecture in Pierce County for the past 15 years and have had much experience with planning, urban and building design. I have recently completed design projects for a new elementary and junior high school on a 27-acre campus for the Bethel School District within the Parkland-Spanaway-Midland Communities Plan boundary. I have served as the Chairman of the Architectural Control Committee for the Devine Estates subdivision here in Gig Harbor as well as served on the ad-hoc committees for the Wilkinson Farm and Skansie Brothers Parks for the City of Gig Harbor.

My wife and I designed and built (with our own hands) our home here in Gig Harbor and enjoy living in this picturesque setting. We both appreciate the "rural" and "small-town" quality of Gig Harbor. I would be honored to serve the City again, in a capacity to maintain and enhance this special quality of life.

Sincerely,



Darrin M. Filand, AIA



- Application for Appointment -  
City of Gig Harbor  
Design Review Board

RECEIVED  
APR 29 2005  
CITY OF GIG HARBOR

Name: DAVID K. FISHER

Address: 2727 Hollywaft #410 City: Gig Harbor State: WA

Telephone: Home: 251-7703  
Other: 858-8204

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

See Attached

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

See Attached

Signature: [Handwritten Signature] Date: 4/29/05

April 29, 2005

City of Gig Harbor  
Mayor Gretchen Wilbert  
3510 Grandview Street  
Gig Harbor WA 98335

RECEIVED  
APR 29 2005  
CITY OF GIG HARBOR

RE: Design Review Board Opening

Dear Gretchen,

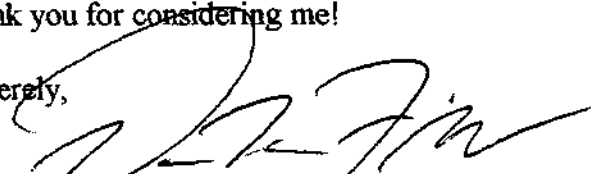
I am very interested in serving the Gig Harbor community as a member of the Design Review Board. I have successfully designed many significant buildings and homes in the city and the surrounding Gig Harbor / Peninsula area. I have actively participated in the latest revision to the Design Manual by presenting ideas and solutions to the Planning Commission. Many of my comments were incorporated into the new Design Manual. I am currently designing both residential and commercial projects that will be built in the city and my office is located within the city limits.

I am very experienced in urban design, historic design, and am extremely adept at reading site plans, elevation drawings, landscape plans and architectural details. The first commercial project I presented to the Design Review Board was the building located at Hunt and Skansie called NW Corporate Park, built in 1997. The building went to the Design Review board based on the front yard setback issue. The site was triangular in shape and had irregular topography. I presented it to the Board with a scaled model, which showed how the building fit the site, and the project was approved. Another project that went to the Design board is the Condominium project called Herron Pointe. I designed the project to maximize views of the sound while giving up hill neighbors and the public a better view. One issue that did not fit the prescriptive path of Design Manual conformance was the garages that could be seen from Soundview drive. I suggested a large trellis to help screen the garages and the Design Board approved the solution.

If you appoint me, I vow to make every decision based on what is best for the Public Interest. Please see the quality projects I have designed on the attached sheets. My heart is in Great Design!

Thank you for considering me!

Sincerely,

  
David K. Fisher Principal Architect of North Pacific Design

**NORTH  
PACIFIC  
DESIGN**  
INCORPORATED

David K. Fisher

Principle Architect, Vice President, North Pacific Design

David founded North Pacific Design with Gordon Rush in 1994 and has over 22 years experience in Architectural design, project management, value engineering, neighborhood development, custom home design, speculative home design, commercial building design and commercial interior space planning

After graduating from Washington State University in 1982 with two degrees in Architecture, he interned with Tacoma's residential Architect Alan Liddle, Merritt + Pardini Architecture and Planning, and BJSS Architecture Group. With his experience in custom homes he started his own firm in 1988, then joined forces with the Rush Companies in 1994.

2727 Hollycroft, Suite 410  
Gig Harbor WA 98335

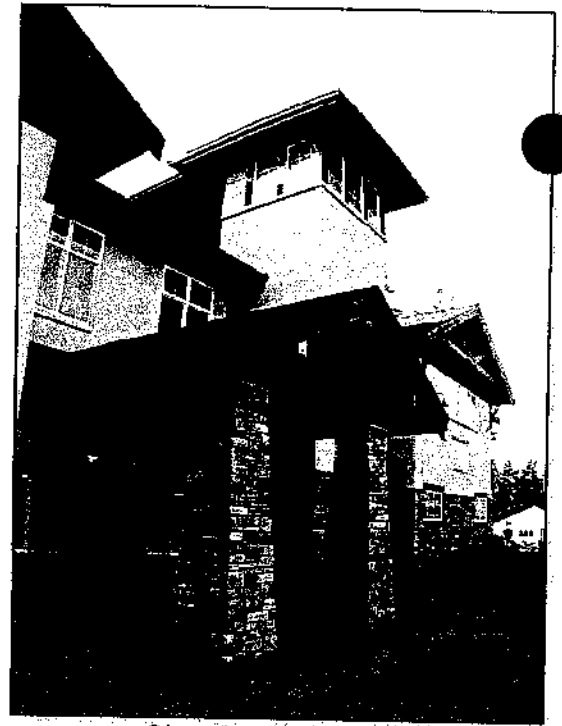
253-858-8204 [ph]  
253-858-3188 [fax]  
dfisher@northpacificdesign.com



Architectural Designs by David Fisher



Park Plaza - 2727 Hollycroft



Olympic Square - 5201 Olympic Dr.



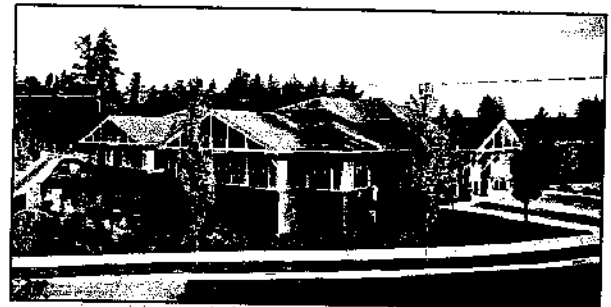
3519 56th Street Professional Building



5801 Soundview Professional Office Building



Harbor Summit - Hunt & Sunset



NW Corporate Park - Skansie & Rosedale



Planned Community - Skansie & Alastra

**NORTH  
PACIFIC  
DESIGN  
INCORPORATED**

RECEIVED  
APR 28 2005



- Application for Appointment -  
City of Gig Harbor  
Design Review Board

Name: Linda Gair

Address: 9301 N. Harborview Dr city: Gig Harbor State: WA

Telephone: Home: 858 8003  
Other: 858 9170

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category); my current position
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

OR

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

See Cover Letter

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

See Cover Letter

Signature: Linda Gair Date: 4/28-05

Hon. Gretchen Wilbert  
Mayor, City of Gig Harbor  
Gig Harbor, WA 98335

April 28, 2005,

Dear Gretchen:

I wish to apply for re-appointment to the Gig Harbor Design Review Board (DRB).

I am a resident of downtown Gig Harbor, and also lived in the Westside for 8 years. I also own property in the Westside.

I am a long term businessperson (25 years), Musician, Artist and Engineering Assistant..

I attended the University of Idaho-majoring in Music and Psychology. I have completed additional studies in Business Administration, and in-house corporate training in technical applications.

I am the Owner since 1990, of **The Keeping Room, Candles & Wine Etc.**, A Gig Harbor business tradition having a 40-plus year history.

I was also the owner of **The Keeping Room Two** and **The Captain's Keep**. I was also a principal in the **North by Northwest Restaurant** on Peacock Hill. I was the Chamber of Commerce Businessperson of the Year and the Gateway's Businesswoman of the year, and the **Joe Hoots Citizen of the Year 2004**.

My pre-Gig Harbor working career includes Engineering Procurement, Purchasing Agent and Contracts Analyst, Sales Manager, Engineering Manufacturer's Representative, Small business owner, Retailer and Rancher. I have been a working Interior Decorator for clients for 20 years.

My technical experience that developed my proficiency in Layout understanding, engineering planning and contract administration was gained as a manager for Superior Engineering Co., SAIC, Rohr Manufacturing Co. and Potter Electric Co.

My Northwest family descends from Revolutionary War Veterans. I am married to a retired Navy Captain and Engineer. We have 4 children and 4 grandchildren. I have lived in numerous historic and treasured venues.

Gig Harbor is a rare and special place. We all chose to be here because of its livability. We look to City Officials to help safeguard the Harbor way of life and maintain prosperity. I believe that I have done my share to continue this responsibility.

There are ways to develop without exploiting natural beauty, or creating nightmares of traffic, huge parking lots and blatant superstores. Business and Community must work together for the common good. It has been my goal to educate and facilitate that union. Our future depends on it!

I have testified in matters of the Sign Code, Zoning, Wal-Mart, Impact Fees, Gambling, and Budget. I have kept myself fully apprised of various problems in the City. I sat on sessions on Ferry alternatives, Tacoma City Airport and Emergency Preparedness.

I have mentored new business people and have been active in Five of our own business ventures since coming here in 1990. I am a founder of the Gig Harbor Waterfront Retail & Restaurateurs Association, and am the President as of this date. I was a Director of the GH Theater Company/Performance Circle. I worked to form a bridge between PNA and the business community during a very critical time. I am a founding Navy League member. I am also a member of The Historical Society. I am on the City Hotel/Motel Tax Committee.

I want to continue to help:

The new Skansie and Eddon properties, Parks and Recreation, Waterfront & Environmental Regulation, City Beautification, Saving the Real Downtown, Helping all Small Businesses (i.e. Kimball Drive, Olympic Center, Downtown and Finholm Marketplace) rather than just "downtown". I was the Small Business representative on the Forward Together Vision Committee.

I was on the County Community Planning Committee, and was on the Shoreline Management Committee. I also continue to represent Downtown Retailers and Restaurateurs. I have been on the Chamber governing Board for 10 years, and was VP of Tourism. I have been on the Board of the Peninsula Neighborhood Association.

I have been a member of the Design Review Board for the past four years and have learned much, and hopefully contributed to it and the City by my efforts.

I look forward to the challenges that will continue to be presented to the Design Review Board. I feel that my combined skills and experience will continue to help meet those challenges successfully. Much of this you have read before, however I felt it was necessary to emphasize my technical skills which previously did not receive sufficient emphasis.

Sincerely,



Linda Gair  
9301 N. Harborview Drive  
Gig Harbor WA 98332  
858-8003/8004(fax)





**- Application for Appointment -  
City of Gig Harbor  
Design Review Board**

RECEIVED  
APR 29 2005  
CITY OF GIG HARBOR

Name: Charles L. Hunter

Address: 8829 Franklin Ave city: Gig Harbor State: WA

Telephone: Home: 851-3320  
Other: 851-3329

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(es))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

See Attached

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

See ATTACHED

Signature: Charles L. Hunter Date: April 29, 05

April 28, 2005

Charles L. Hunter  
8829 Franklin Avenue  
Gig Harbor, WA. 98335

Mayor Gretchen Wilbert  
3510 Grandview Street  
Gig Harbor, WA. 98332

RE: Design Review Board Openings

Dear Gretchen,

Please find my Application for Appointment to the City of Gig Harbor Design Review Board attached.

I have been a resident homeowner of the Gig Harbor area since 1963, 32 years in Rosedale and 10 years at my present address. Prior to that I first came to Gig Harbor when my parents purchased a beach home at the end of Ryan Lane in 1955. I have seen tremendous changes take place in our community.

I was educated in the Tacoma Public Schools, attended the University of Puget Sound and graduated with a Bachelor of Arts Degree in Art and a minor in Political Science. I became interested in building design and construction during my college years and after college I found work at the St. Regis Distribution Yard, a large lumber supply company in Tacoma. I worked as an estimator for building products, managed a building components division and developed an early Modular Home operation where we constructed what would be considered complete conventional homes in a factory and shipped them to the site. Our projects included early student housing at the Evergreen College campus, a project of individual homes for the Metlakatla Indians on Annette Island in southeast Alaska. I had responsibilities for design, factory construction, and on site set-up.


My wife and I started Hunter Construction Inc. in 1973 operating from our home, Hunter Construction Inc. has built and/or remodeled various structures in our community including homes, office buildings, the City Hall on Judson Street both the initial building and the addition, many churches and school additions and remodels, including completing the Church of the Nazarene (formerly the Baptist Church) in downtown Gig Harbor, Harbor Covenant Church, Chapel Hill three projects; the Family Education Center, the 1500 seat Sanctuary, and we are presently completing a seven million dollar addition which included the reconstruction of Rosedale Street. My list of projects includes all disciplines of construction including wood frame, cast in place concrete, and tilt-up concrete.

I am familiar with and understand all aspects of building design and estimating including the ability to visualize the finished structure from architectural documents. I have designed homes and small buildings and drawn detailed plans for many years.

My experience with Design Review dates back to being involved on the original committee writing the Gig Harbor Design Manual, being a member of the Design Review Board since the first meeting in November 1996, I have served as Chair since that time and was involved in the recent rewrite of the manual. I have been diligent in my attendance, have reviewed and understood the projects prior to the meetings including visiting the various sites and done my very best to operate within the constraints imposed by the staff and City Attorney.

Thank you for your consideration in this matter.

Sincerely

A handwritten signature in cursive script that reads "Charles L. Hunter". The signature is written in dark ink and is positioned above the printed name.

Charles L. Hunter

Gretchen

April 24, 2005

Charles L. Hunter  
8829 Franklin Ave.  
Gig Harbor, WA. 98332

Mayor Gretchen Wilbert  
3510 Grandview  
Gig Harbor, WA. 98335

This is a copy of the letter  
I sent to you Re: Design  
Review Board Selection

Chuel

RE: Design Review Board

Dear Gretchen,

I am writing to you in response to the advertisement for Design Review Board members in the Gateway.

We are at a very critical period in the City of Gig Harbor because of the number of development decisions that are underway. Building Sizes in the view basin need to be resolved, and it is my understanding that Costco's proposal for Gig Harbor North will require a full Design Review.

I ask that you maintain the present Design Review Board membership, for the next six months or until Building Sizes and Costco are through the process. (The present Design Review Board has already had two productive pre-application meetings with Costco.)

By maintaining the existing DRB membership and adding two new members to the board you will give the newcomers an opportunity to become familiar with the process and detailed Design Review standards. The loss of your Planning and Building Manager leaves the City's Planning Department with a junior staff that may not capable of making the decisions that are necessary.

As we discussed before, the City must hire an experienced, topflight Planner to fill this position, one who understands the purpose of Design Review. We all remember when Steve left the first time. Under-qualified, inexperienced personnel choices resulted in oversized buildings and general turmoil that still exists.

As chairman of the Design Review Board, I would like to provide input for the interview process, especially in light of the fact that, over the years, no one that will participate in the hiring process has attended Design Review meetings. I believe my insights and experience will provide the opportunity to make a better decision in the hiring process.

Thank you for your consideration of this most important matter.

Sincerely,

Charles L. Hunter



**- Application for Appointment -  
City of Gig Harbor  
Design Review Board**

Name: Scott Inveen

Address: 8617 96<sup>th</sup> St. NW City: Gig Harbor State: WA

Telephone: Home: (253) 853-5741  
Other: (253) 208-2150

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

With over twenty years of experience in construction and development, supplemented with a passion for traditional urban planning and its ability to curtail sprawl, I am applying as a member with a professional background.

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

As Director of Land Development for The Dwelling Company, interpreting all aspects of construction drawings is an everyday part of my job.

Signature:  Date: 4/28/05



# the dwelling company

February 25, 2005

Mayor Gretchen Wilbert  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Design Review Board

Dear Mayor Wilbert:

Please accept my application to serve on Gig Harbor's Design Review Board.

As a third, raising a fourth generation resident of the greater Gig Harbor area, I would be honored to be able to use my expertise in the construction and development industry to help our community keep its place as one of the most endearing places in Washington.

With over twenty years experience in construction, engineering and development, I believe I could be a tremendous asset for the DRB and the City of Gig Harbor. I am presently serving as Director of Land Development for The Dwelling Company, a highly recognized construction company known for its eco-friendly approach to land use and construction, with a focus on higher density eclectic neighborhoods. Our communities have won various awards for land planning, architectural design and "Green building".

Sincerely,

Scott Inveen  
Director of Land Development



- Application for Appointment -  
City of Gig Harbor  
Design Review Board

Name: DICK KUYKENDALL  
Address: 4115 16TH AVENUE N City: GIG HARBOR State: WA  
98335  
Telephone: Home: 253.858.6655  
Other: 303.378.9477 (cell)

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(es))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

EXTENSIVE PROFESSIONAL, BUSINESS (CONSULTING) &  
APPOINTED POSITIONS AT ALL LEVELS OF GOVERNMENT  
LOCAL/STATE/REGIONAL/NATIONAL & INTERNATIONAL  
IN URBAN TRANSP./PLANNING/MGT.

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

CIVIL ENGINEERING/PUBLIC WORKS MANAGEMENT/SOFTWARE  
SOLUTIONS PROVIDER FOR PUBLIC INFRASTRUCTURE AGENCIES  
& UTILITIES / GEOSPATIAL INFORMATION SYSTEMS / HOME LAN  
SECURITY OF INFRASTRUCTURE FACILITIES / PUBLISHED STREET

Signature: D. Kuykendall Date: 4/14/05

FURNITURE EQUIP. SOURCE BOOKS / MEMBER SEVERAL NATIONAL  
TRADE ASSOCIATIONS (APWA, ITE, ICMA, NLC, GITA ...).

**Vodopich, John**

**From:** DickKuykendall@aol.com  
**Sent:** Thursday, April 14, 2005 11:46 AM  
**To:** Towslee, Molly; Vodopich, John  
**Subject:** Design Review Board Openings  
**Attachments:** Application for Gig Harbor Design Review Board.jpg; resume2005-General.doc

*Mayor,  
 For your  
 consideration  
 JK*

Greetings Molly and John.

After talking with you, John, earlier today, about openings on the Gig Harbor Design Review Board, I've decided to apply for the position. My only concern was with any residency requirements, since I live on the urban development edge of Gig Harbor in the Southport addition just off Reid Rd. I was pleased to learn you are accepting applications from those living outside of your city limits.

Next Monday evening I will be holding my last meeting of the Southport Homeowners Association as it's Charter President. Ironically, this meeting is being held in your Council Chambers that evening. So, then, I'll even be able to say I've had some experience in "urban policy development" from the Mayor's Council Chambers chair!

With that elected term of office on the Southport HOA Board successfully completed I'm now ready to expand my volunteer services within our Gig Harbor area. I believe I'm well qualified to serve on your Design Review Board and appreciate any consideration you folks will give me in this respect.

Attached is my application and resume for consideration by Mayor Gretchen Wilbert and appropriate staff members. This shows I have considerable experience in the areas related to the position you are planning to fill, as well as others in the Gig Harbor organization, such as the Planning Commission.

Experiences applicable to your interests, but omitted from my resume, were my design experiences "moonlighting" while in my first job after college with the city of Salem, Oregon. Those unique experiences included designing buildings under 15,000 Sq.Ft, not requiring architects license in the State of Oregon. Typically, these experiences included designing or developing residential single and multi-family dwellings and two small neighborhood shopping malls, as well as a small subdivision in Polk County, Oregon. Also, when with the city of Longview, Washington, I "moonlighted" for the Cowlitz County Public Works Department doing geometric road and traffic signal design. For the record, my moonlighting was pre-approved by the city managers of those respective employers!

Also, please let Mayor Wilbert know I'm especially interested in learning more about her water taxi concept; it's the only area of urban transportation I've yet to be involved professionally. I may be able to help her at the national/federal level with my business/professional/political relationships in Washington DC, particularly with the U.S. Department of Transportation's Federal Highway Administration and related trade associations and professional societies (I've been a card carrying member of the Institute of Transportation Engineering since 1964). Up until I retired (3rd time) this year I traveled to Washington DC on a near monthly basis dealing with the Feds and I continue to have a business relationship with a special Washington DC firm, the River Group, Inc.; see [www.erivergroup.com](http://www.erivergroup.com).

I look forward to hearing from the Mayor and thank you for your consideration of my interest in serving on this important Gig Harbor Board.

Sincerely,

**Dick Kuykendall**

President

**Kuykendall & Associates**

*Premier business consulting and professional services firm*

16th Avenue NW, Gig Harbor, WA 98335-1604

253-858-6655 Office

303-378-9477 Cell

253-858-6585 Fax

4/14/2005



# C. RICHARD KUYKENDALL



*Linking People & Technology  
for Business Results*



## EMPLOYEMENT EXPERIENCE

June 2001 – KUYKENDALL & ASSOCIATES Gig Harbor, WA  
*President - Management & Business Development/Advocacy Services for A&E Firms, Management/Engineering Consulting Firms, Local, State & Federal Agencies, Equipment & Materials Manufacturers, Public Utilities/Telecoms, National & State Trade Associations, Software Solutions Providers, Public Advocacy Organizations and Coalitions, Start-Up Ventures, Home Owner Associations and much more.*

### *Primary Clients:*

- **EMA Inc.** – St. Paul, MN. (Principal Consultant to this world-class management consulting firm; developing public works market) See <http://www.EMA-Inc.com>
- **Federal Geographic Data Committee** - Washington DC (19 Fed. Agencies... focused on building National Spatial Data Infrastructure supporters) Secured grants for GITA; developed new “Master” Trade Association
- **Geospatial Information & Technology Association** - Aurora, CO (focused on developing/directing, **Geospatial Leadership Coalition** for Homeland Security and Protection of Critical Infrastructure. Top Executive of Coalition funded by federal grants. Japan, Brazil... <http://www.gita.org/glc/glc.html>)
- **Izoic Inc.** (Focused on developing APWA InfoLink initiative) - Englewood, <http://www.izoic.com> and <http://www.apwa-infolink.com>

- **Modeva Profiles Inc.** - Denver, CO (focused on developing ROW market for innovative new building materials technology)
- **Natural Surroundings, Inc.** - Denver, CO (focused on developing business plan for new venture with 17<sup>th</sup> St. Capital Partners in Denver)
- **Polexis Inc.** - San Diego, CA / Washington, DC (focused on developing first responder homeland security business based on technology developed for Department of Defense and related agencies.  
<http://www.polexis.com>)
- **Rivergroup Inc.** - Washington, DC <http://www.rivergroup.com> (focused on providing local, state & federal government market change services support).

**1999 - 2001 IZOIC Inc. ([www.izoic.com](http://www.izoic.com)) Englewood, CO**

*Vice President Marketing/Channel Alliances Web-based managed solutions provider for collaborative integrated infrastructure management sector serving public works/utilities market space (assets valued at 20% U.S. Gross Domestic Product)...developed exclusive national trade association (APWA) contract to develop/market co-branded web-based applications and co-founded start-up firm with \$25 Million venture capital.*

**1977 - 1999 3M (Global Corporate Headquarters) St. Paul, MN  
Business Development Manager - Traffic Control Materials**



*Emphasis on new enterprises, technologies and markets. Strategic & Operations, including Communications and Sales Rep./Distributors Training. Served on Board of Directors, American Public Works Association ...numerous Committees of several national associations. Expertise in multi-modal transportation safety infrastructure, equipment and materials. Hold U.S. Patent on Breakaway Timber Utility Poles. Secured Federal standards & mandates, e.g., school bus and truck conspicuity/safety markings, traffic sign materials, etc. Experienced in numerous markets, including engineering, highways, trucking, airports, et al public works; U.S./Canada Feds/Military. Developed many new marketing concepts, including Street Scene Management for application in cities like NYC, Chicago, L.A. and hundreds of others in several countries/languages. NOTE: Took early-out retirement package to start DotCom.*

**1972 - 1977 American Public Works Association Chicago, IL  
Director of Professional Development (27K members) Spearheaded development of Institute for Transportation, Institute for Equipment Services, Utility Location & Coordination Council, One-Call Systems; Workshops, Seminars & International Congress/Exposition; Contract Research for FHWA, EPA, AT&T, et al. Published extensively (newsletter, magazines, White Papers for Congress, research reports, etc.). Official spokesperson. Strategic Planning.**

**1971 - 72 Harstad Associates (Civil Engineering and Urban Planning Consulting Firm) Seattle, WA  
Director of Transportation Engineering & Marketing (Washington State) Conducted Traffic Engineering studies for cities and**

counties (TOPICS); wrote and presented proposals to selection committees and Councils. Developed new business.

1968 - 71 City of Longview Longview, WA

**City Traffic Engineer** Included all aspects of geometric and traffic control devices design and construction; contract & force account management; urban transportation planning; Capital Improvement Planning and Public Relations. Obtained 100% approval by City Council of all proposals. Secured Federal funding grants, including funding of Downtown Pedestrian Mall.

1964 - 68 City of Salem Salem, OR

**Assistant City Traffic Engineer** Focused on engineering/safety studies. Managed Traffic Commission. Sold program to assess and built 100 miles sidewalks resulting in 100% of all streets with sidewalks in 10 years.



## EDUCATION

---

1977 Governors State University Park Forrest South, IL  
*Bachelor Degree, Concentration in Public Administration (recipient of a funding from the American Public Works Association)*

1964 Salem Community College Salem, OR  
*Associate of Science, Civil Engineering Technology (Highway Engineering Major)*

## PROFESSIONAL

---

Numerous nationally and internationally recognized professional and political accomplishments...served on Board of Directors of international trade association (APWA)...awarded U.S. Patent...authored/presented White Papers on Public Administration to U.S. Congress...established numerous innovative alliances with global corporations and Local/State/Federal Government agencies (including Military)...served on Planning Commissions in Chicago and Minneapolis/St. Paul urban areas ...lectured at Association Seminars ...University level guest speaker...and much more.

"Connected" within the Washington DC Belt Way. Key contacts in Administration and Congress and with leading special interest advocates of Geospatial Information Technologies, Utilities/Infrastructure, Trucking, Pupil (school bus) Transportation, RailRoads, Highways, Airports/Airlines, Cities, and Counties, Trade Associations, U.S. DOT (all administrations), U.S. Dept. of Energy, Department of Homeland Security, U.S. Navy/Coast Guard, U.S. Postal Service, National Transportation Safety Board, Oak Ridge National Laboratory...the list seems endless. Expertise in following areas:

- Business Development (Startups to Multi-Nationals, including those funded by Madison Avenue Venture Capital firms) and trade associations like APWA, Geospatial Information & Technology Association and International, Assoc. of Chiefs of Police.
- Planning: Business/Strategic/Marketing/Urban and Interagency at local and regional level. Also software and manufacturing firms.

- Applied Research and Product Development (Hard goods and Soft goods, including Patents awarded by and applied to U.S Patent Office). Projects funded by 3M and Federal Agencies.
- Local, State, Federal and International Government Policy & Mgt. Traveled extensively domestically; some to Asia, Africa, Europe and South America.
- Association Management (National Level: APWA & GITA executive staff director and Board Member positions). International Association executive level contacts in Mexico, Australia, Brazil, Japan and others in Europe.
- Networking: Business and Government (esp. within Beltway and nation-wide at local/regional level)
- Public Utilities & Public Works (esp. integration/collaboration, policy development and advocacy, information/location services)
- Homeland Security and Emergency Response (includes new Dept. of Homeland Security, DoD, FBI Emergency Response Network, etal)
- Civil/Transportation Engineering, Planning & Administration (municipal and consulting engineering/planning firms)
- Geospatial Information Systems and Technologies (special executive advisor to CEO/Executive Director of Open GIS Consortium and served as the Executive Director of Geospatial Information and Technology Association)
- Web-based software applications development, including APWA InfoLink and related developments e.g., ROW Manager.
- Advocacy and Lobbying at Federal Level, esp. White Papers on Red-tape, Transportation, etc.
- Coalition Development and Management including leading 15 major national trade associations ranging from ICMA to AWWA, AGA, APWA and several other infrastructure centric ones, to highly technical groups like the GITA, FGDC, and the OpenGIS Consortium.

#### OTHER RELATED

Appointed to lead official organizations in communities where I resided:

- Chicago area – Chaired Zoning Commission and Traffic Commission for Village of Hazel Crest, IL and represented South Suburbs on Regional Transportation Planning Process
- Minneapolis/St. Paul area – Chaired Planning Commission for City of Prior Lake, MN.
- Seattle/Tacoma area – Southport Homeowners Association in Gig Harbor, WA – President, 2004-2005



**- Application for Appointment -  
City of Gig Harbor  
Design Review Board**

Name:  Kenneth A. Malich

Address:  3515 Ross Ave NW  City:  Gig Harbor  State:  WA

Telephone: Home:  253-851-5257   
Other:  360-476-2894

**Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.**

**Under which of the following categories do you wish to be considered?**

(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design **(there are currently no openings in this category);**
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

**Please describe your background in the categories you have selected above.** (You may expand upon this in your cover letter if you need more room to write).

Please see cover letter. At 15 years as a professional Mechanical Engineer, I've been involve with design and projects at the Puget Sound Naval Shipyard.

**Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans.** (You may expand upon this in your cover letter if need more room to write).

Past Gig Harbor Councilman, 1976 – 1980, participated in site plan reviews, short plats, and long plats during that period.

Signature:  /s/ Kenneth A. Malich  Date:  April 29, 2005

RECEIVED

APR 29 2005

CITY OF GIG HARBOR

Dear Madam Mayor;

Please accept my request for appointment to the Design Review Board as a professional engineer. Since 1989, with a Bachelor of Science Degree in Mechanical Engineering, I worked for Puget Sound Naval Shipyard. I have had extensive experience in design and development of various projects for the navy for the last 15 years. I've developed drawings quite similar to site plans, elevation drawings, and structural drawings as well as mechanical, electrical or structural systems including schematics and diagrams.

Also, I personally have worked with architectural details in designing my own home here in Gig Harbor. I was one of the very first people to build his house using the design review manual as guidance. I've worked with contractors. I feel very comfortable with this process and I feel I understand the needs of this town of ours.

Besides being in the process of designing my own home, I participated in the Ad Hoc Committee for the development of Skansie Park. We emphasized the historical preservation of the buildings along with the open space concept. I believe this has worked well so far. I was a member of the Gig Harbor City Council from 1976 through 1980. We developed the first Shoreline Management Act. We also had the very first class given by the University of Puget Sound in Urban Planning.

I'm an avid amateur gardener and landscaper. I belong to the Gig Harbor Historical Society. Thank you very much for considering me for this appointment.

Sincerely,

Kenneth A. Malich



- Application for Appointment -  
City of Gig Harbor  
Design Review Board

Name: Laurie Maples  
Address: 7324 86<sup>th</sup> Avenue North West  
City: Gig Harbor State: WA

Telephone: Home: 853-1662  
Other: 225-8358

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (**there are currently no openings in this category**);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

I was educated in design while attending The Cornish College of the Arts in college. I have worked in both engineering and architectural fields since.

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

I have read and drawn numerous site plans elevations, both architectural and engineering related.

Signature: Laurie Maples Date: April 29, 2005

RECEIVED

APR 29 2005

CITY OF GIG HARBOR

April 29, 2005

Dear Mayor Gretchen Wilbert,

I am interested in being considered for the design review board position opening or other position. I studied design in college and have had a close interest in the field for many years. I have great concern for our community at present in regard to development and growth as an urban place. I believe we are at a critical stage of which precedent and policy can severely impact our lifestyle, our sense of place, of community and economic well being.

We can become either a community with unique historic qualities, or we loose our precious connection to our past in favor of homogenous development.

I feel we need to anchor our vision, and as an artist I am sensitive to the impact the elements of design have upon us.

Sincerely,



Laurie Maples  
ph: 853-1662



RECEIVED  
APR 25 2005



**- Application for Appointment -  
City of Gig Harbor  
Design Review Board**

Name: ROSANNE SACHSON

Address: FOB 71 City: GIG HARBOR State: WA 98335

Telephone: Home: 253-857-6302  
Other: \_\_\_\_\_

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(es))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

SEE ATTACHED CV  
\_\_\_\_\_  
\_\_\_\_\_

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

SEE ATTACHED CV  
\_\_\_\_\_  
\_\_\_\_\_

Signature: Rosanne Sachson Date: 4/22/05

# Rosanne Sachson

## Interior Design in the Classic Manner

Rosanne Sachson, a Certified Interior Designer\* with over 30 years experience, offers a complete range of interior design services through her Gig Harbor, Washington-based studio. Her firm established in 1972, provides full service residential and commercial design as well as major renovations. Ms. Sachson specializes in lighting consultation, color adaptation and creating living and working spaces for individuals with special needs and disabilities. She is co-author of *Your Guide to Barrier-Free Sources*, a comprehensive listing of product sources, and reference materials for the physically challenged, published in 1990.

Ms. Sachson began her design career with Howard Hirsch & Associates (now Hirsch Bedner, the largest hotel design firm worldwide). Since establishing her firm, Ms. Sachson has designed home and office environments for prominent attorneys, physicians, and entertainment industry executives in the United States and abroad.

In 1993, Ms. Sachson received a prestigious commission from the NASA space program to create the architectural and interior design for the innovative Flight System Testbed at Jet Propulsion Laboratory (JPL) in Pasadena, California. Designed to facilitate development for a spacecraft, the Flight System Testbed uses a virtual-spacecraft approach, which significantly reduces cost and spacecraft development time. Design and space planning for the project involved integration and test consideration, system administration, conference space, and simulation support equipment plus micro-spacecraft testbed. Ms. Sachson was responsible for architectural and interior design, customized furnishings, millwork, and overseeing all phases of construction. This high profile project was featured in *Audio Video Interiors*, *Southland*, and *Dwell* magazines. *Fine Interiors Magazine* launches in the Fall of 2005 featuring her Gig Harbor clients home.

Her design credits include participation in a rare exhibition at Greystone Mansion in Beverly Hills, California and a showcase of Frank Lloyd Wright's furniture featured in his famed Hollyhock House in Hollywood, California. Ms. Sachson has also been recognized for her customized art piece, featured in a segment of the television news magazine program 20/20. Ms. Sachson has been showcased on the HGTV shows "Rooms for Improvement" and "The Kitty Bartholomew Show".

An experienced and engaging speaker, Ms. Sachson is much in demand for lectures in the areas of interior design and entertaining. She was highlighted in the "Blueprint Series" and the "How-to" series at the Pacific Design Center in Los Angeles, California plus speaking at renowned health spas though out the United States. Her *Passion for Preservation* series, in Gig Harbor, Washington is set in an engaging conversational style with prominent collectors and historians. In 1994, she was a juror for the National Endowment for the Arts General Service Awards, in Washington, DC. She began a new creative endeavor in 2000 with articles for The Tribune's entertainment web site Zap2it.com called *Scene Setters* and Homestore.com's *Making the Scene*, conversations with film and television set decorators, museum curators, archivists and architects, on how films and television are setting design trends.

Community involvement includes the Los Angeles Olympics from 1981-1984, Hands Across America, 1986. Membership in the Decorative Arts and Costume Councils at the Los Angeles County Museum of Art, University of California at Los Angeles (UCLA), Friends of Extension and the World Affairs Council. Ms. Sachson was appointed to the Beverly Hills General Plan Residential Committee in 2002. An active member in the Washington Trust for Historic Preservation, Historic Seattle, The Bloedel Reserve and a Mary Bridge Children's Hospital, Festival of Trees Designer since 2003. Her designs have been influenced by extensive international travel to Europe, the Far East, the South Pacific and South America.

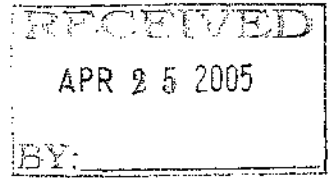
\*Certified Interior Designer, CA

Post Office Box 71, Gig Harbor, Washington 98335

Tel: 253.857.6302 Fax: 253.857-6304

rosannesachson@aol.com

Rosanne Sachson  
Interior Design in the Classic Manner



April 22, 2005

Mayor Gretchen Wilbert  
City of Gig Harbor  
3501 Grandview Street  
Gig Harbor, Washington

Dear Mayor Wilbert;

It takes great pleasure to again submit the application to the City Council for the Design Review Board. Please find the application and cv (curriculum vitae) accompanying this letter.

Gig Harbor is in a growth stage just as City Hall was in needing a new larger state of the art location. This delicate balance of preserving the rich history and meeting the demands of a 21-century village is ever so present today.

If you have, any questions please call and thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Rosanne Sachson".

Rosanne Sachson  
Architectural Interior Designer

End.

Post Office Box 71, Gig Harbor, Washington 98335  
Tel: 253.857.6302 Fax: 253.857-6304  
rosannesachson@aol.com

**Towslee, Molly**

**From:** RosanneSachson@aol.com  
**Sent:** Thursday, May 05, 2005 10:20 AM  
**To:** Towslee, Molly  
**Subject:** addendum

Good morning Molly.....

I spoke with Derek yesterday and he questioned my professional historic preservation knowledge .....please add this addendum to my application for the council members mail box.

**Associations.....**

LA Conservancy; Beverly Hills Historic Society; Greystone Mansion; National Trust; Washington Trust; Historic Seattle; Green & Green Gamble House

**Docent.....**

Frank Lloyd Wright's Hollyhock House ..... Reasearch/Documenting original paint/tile  
 Wm. O. Douglas Outdoor Classroom...established educational guidelines

**Program Chair.....** including displays in historic homes

Los County Museum of Art Decorative Arts Council

Los County Museum of Art Costume Council

**Preservation grass roots....**

Eddon Boat

Wm. O. Douglas Outdoor Classroom historic building use

**Resided in Historic Communities.....**

Carthay Circle...formed historic community w/LA County

Gig Harbor Millville

**Education.....**

UCLA numerous classes from building restoration to community involvement

**Travel.....**

Extensive travel/educational tours in the United States, Canada, Europe, Asia & South America

**Occupation.....**

Thirty years in the architectural interior and exterior design field for residential, commercial & government projects from soup to nuts many designed by renowned architects to preserve the integrity of the project

Barnsdale Park & Art Center

Roxbury Park

**Juries.....**

FIDEM 3rd year design majors final projects

UCLA numerous design individual/class projects

National Endowment for the Arts General Service Awards included

5/5/2005

the Tacoma Union Station

Lectures....Articles.... Home & Garden Television Programs

Partial listings on cv

Please call if you have additional questions as to my first hand knowledge of preservation.

Thank you.....

Rosanne Sachson

Architectural Interior Designer

in the Classic Manner

Post Office Box 71

Gig Harbor, WA 98335

253.857.6302 (fax04)



**- Application for Appointment -  
City of Gig Harbor  
Design Review Board**

Name: LITA DAWN STANTON  
Address: 111 RAFT ISLAND City: GIG HARBOR State: WA  
Telephone: Home: 205 6558  
Other: \_\_\_\_\_

**Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.**

**Under which of the following categories do you wish to be considered?**

(check appropriate box(es))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- 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.

**Please describe your background in the categories you have selected above.** (You may expand upon this in your cover letter if you need more room to write).

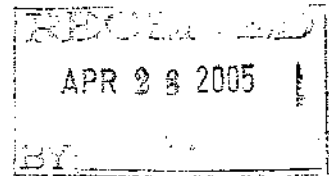
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ SEE LETTER OF INTEREST \_\_\_\_\_  
\_\_\_\_\_

**Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans.** (You may expand upon this in your cover letter if need more room to write).

\_\_\_\_\_  
\_\_\_\_\_ SEE LTR OF INTEREST \_\_\_\_\_  
\_\_\_\_\_

Signature:  Date: 4-28-05

# Lita Dawn Stanton



To: City of Gig Harbor  
Re: Design Review Board Volunteer Position

I respectfully request another term with the City's Design Review Board.

### My history...

Although I have lived in other areas, I am permanently tied to the culture, the people and the town of Gig Harbor. I was born and raised here and my family still maintains the home and commercial fishing dock in the heart of Millville that my grandparent's built near the turn of the century.

### My work...

I began working with the city when the first Design Review Technical Committee was organized back in 1995. During that time, research taught me a great deal about other cities and a broad range of design policies all over the country. A few years later, in 1997, I was appointed to the Pierce County Landmarks Commission. We reviewed historic properties and made registry recommendations to the Pierce County Council. These application reviews included preservation reports, tax valuation credit assessments and registry qualification status. My work with the Landmarks Commission initiated a decade-long commitment to create historic preservation policies for Gig Harbor. With the help of Steve Osguthorpe, Council's passage of the historic preservation ordinance was very rewarding. As the Design Review Board expands to qualify for "Certified Local Government" (CLG) status with the State, I believe my experience on the PC Commission will satisfy the preservation background requirements of the redefined member positions. My years of experience on the DRB coupled with my professional design background contribute as well.

### My design philosophy...

Over 50 projects have undergone Design Review. The new zone transition language in the updated manual is particularly efficient because it offers an easy to use query of performance standards that promote site sensitive development. It is my belief that our design policies represent a powerful tool for the community. Design Review cannot promise perfect buildings, but a cohesive board of professional, experienced and committed members can facilitate compatible design to enhance the existing character and future development city wide.

### My reason...

This is a critical time for Gig Harbor. New Council members, (maybe?) a new Mayor, new Planning Commission members and the possibility of an entirely new Design Review membership presents an enormous challenge, especially to city staff. If you can retain senior members on your boards, I believe you will provide better continuity in order to accelerate the learning curve as new members get to know the regulatory minutia of the Design Manual.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Lita Dawn Stanton".

111 Raft Island  
Gig Harbor,  
Washington 98335  
telephone  
(253) 265-6358

3615 Harborview  
Gig Harbor,  
Washington  
telephone

www.litadawn.com  
litadawn@centurytel.net

April 25, 2005

# Lita Dawn Stanton

*de-sign' n.*

*a detailed plan or*

*schematic; abringing*

*together of elements so*

*as to present a*

*congruous whole; an*

*artistic rendering*

## *Work Experience and Related Fields....*

### DESIGN

Art History  
2-D & 3-D Design  
Painting & Sculpture  
Rhode Island School of Design (Fine Art)  
Free-lance Interior Design  
Elevations & Architectural Drawings  
Graphic Design  
Ad Agency (employee)

### RESEARCH & BUSINESS

Knapps Business College  
Contract Review (Teamsters)  
Internet Technology  
Project Management (PMI)  
Visual Basic.Net Programming  
Web Development

### CURRENT MEMBERSHIPS

Washington State Historic Trust  
Gig Harbor Peninsula Historical Society  
Gig Harbor Arts Commission  
Peninsula Art League

Pierce County Landmarks Commission (resigned in 2002)





**POLICE**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: GHPD MONTHLY REPORT FOR APRIL 2005**  
**DATE: MAY 9, 2005**

**DEPARTMENTAL ACTIVITIES**

Activity statistics for the month of April 2005, when compared to April 2004 show decreases in calls for service from 431 in April 2004 to 342 in April 2005. In further comparisons between April 2004 and April 2005 we saw a **decrease in traffic accidents of 65%** (2004/23, 2005/8), a **120% increase in DUI arrests** (2004/5, 2005/11) and a **62% increase in traffic infractions** written (2004/63, 2005/102).

The Reserve Unit supplied 124 hours of volunteer time assisting our officers in April. We have a total of four reserves currently assigned to patrol. Our newest reserve, Ken Watkins is proceeding through our Field Training Program and Chris Langhelm has been very helpful with our Tuesday court transports.

The Marine Services Unit (MSU) has finalized an all-day training set for May 18<sup>th</sup>. This training will include participation by Pierce County Fire District #5 personnel. A portion of the training will address effective techniques to be used when responding to oil pollution incidents in the Harbor. The patrol boat was on display at the annual Health and Safety Fair at Fire District #5 Headquarters this month. We had MSU officers present talking about boating safety.

Some of the more interesting calls for the month of April 2005 and last week of March included:

- March 28<sup>th</sup>: Between the dates of 3/25 – 3/28/05, someone forced entry into a commercial business located at the 5100 block of Olympic Drive. The suspect(s) stole three computers and approximately \$3000.00 in cash and checks. The case has been assigned to our detective. Case # 050394
- March 28<sup>th</sup>: Officer Busey responded to an attempted suicide involving a 40-year old female. The female had slightly lacerated her wrists and agreed to a voluntary commit. Case # 050395
- March 29<sup>th</sup>: At 0217 hours, Sgt. Emmett and Officer Dahm responded to a serious one car accident in the 5100 block of Olympic Drive. The 25-year old male driver was ejected from the vehicle. The male victim is expected to fully recover and the case has been submitted to the City Prosecutor for possible alcohol related charges. Case # 050401

- March 31<sup>st</sup>: a 46-year old female was arrested by Officer Jahn and Reserve Officer Meyers for Possessing Pseudoephedrine w/ Intent to Manufacture Meth. She was caught attempting to steal several boxes of Sudafed from a local department store. The female was also charged with Theft 3<sup>rd</sup> and Possession of Drug Paraphernalia and booked into the Pierce County Jail. Case # 050411
- April 2<sup>nd</sup>: A male subject was arrested by Officer Allen for DUI, Assault 4<sup>th</sup> & Resisting Arrest. The incident occurred at a local Tavern. Case # 050421
- April 2<sup>nd</sup>: A 49-year old male was arrested by Officer Douglas for possession of more than 2 boxes of Sudafed. The incident occurred at a local department store. Case # 050422
- April 11<sup>th</sup>: Officer Douglas arrested a male suspect for Assault 4<sup>th</sup> DV, Malicious Mischief 3<sup>rd</sup> and UPCS under 40 grams. The suspect was arrested after pushing his girlfriend around and smashing her cell phone. While searching the suspect, a small amount of marijuana and \$624.00 was found. A police narcotics detection dog hit on the \$624.00 and the money has now been seized. Case # 050457.
- April 13<sup>th</sup>: A 35-year old male resident of the Gig Harbor Villa was assaulted by two male subjects from Tacoma. The two males and a female were being loud outside of the victim's apartment. The victim went outside to tell them to knock it off and was subsequently assaulted. The suspects have been identified and the main aggressor was arrested by Detective Entze. Case # 050462
- April 13<sup>th</sup>: The female in the assault case above was arrested by Officer Allen for DUI. She was fleeing the scene when Officer Allen saw her driving without headlights. Case # 050463
- April 14<sup>th</sup>: Sgt. Matt Dougil arrested a male suspect for Theft 2<sup>nd</sup>, Possession of Stolen Property and a felony warrant. Sgt. Dougil took a stolen bike report early in his shift. The victim provided a suspect description. At a later call, Sgt Dougil thought that one of the persons at the scene matched the description of the suspect. Upon questioning the individual, Sgt Dougil was able to verify that it was the same person. A search incident to arrest also discovered some stolen checks and a felony warrant. This was a great example of police work by Sgt. Dougil. Case # 050470
- April 15<sup>th</sup>: Officer Cabacungan arrested a 27-year old male on a warrant. Officer Cabacungan was dispatched to the parking lot of a local department store on a report of a subject running around the parking lot punching cars and pulling his hair out. The individual was having a bad day, and when he was contacted by Officer Cabacungan, it got worse. Case # 050473

- April 15<sup>th</sup>: Officer Jahn trespassed a 35-year old male subject from a local coffee shop at Olympic Village. The subject decided to spend the day sitting in the coffee shop eating fruit and scaring employees. Case # 050472
- April 15<sup>th</sup>: Sgt. Dougil arrested a 26-year old male for DUI. Sgt Dougil was standing in the parking lot of a local cocktail lounge when the subject decided to hot rod thru the parking lot. Case # 050474
- April 16<sup>th</sup>: Officer Welch arrested a 51-year old for physical control, DLWS 2<sup>nd</sup> and no interlock device. The subject was passed out in his truck in front of the Liquor Store with the truck running and a cold 6-pack next to him. Case # 050477
- April 16<sup>th</sup>: Sgt Emmett arrested a 28-year old male for DUI. The subject decided to drive his semi-truck to a local tavern and spend the day drinking beer. At closing time, he tried to drive his semi-truck to Sumner. He made it about 300 yards before putting his truck in a ditch. Case # 050479
- April 17<sup>th</sup>: Officers Douglas and Garcia arrested two males, a 21-year old and a 18-year old for assault and damaging each others cars. The two were fighting over a girl. Case # 050481
- April 18<sup>th</sup>: A 24-year old male was arrested by Officer Dahm and Reserve Officer Menday for a warrant and possession of meth. The subject was reported as a suspicious person in the Quail Run housing area. He was hiding in the backyard of one of the residences because he saw a police car in the area and knew that he was wanted on the warrant. He tried to hide a small amount of meth when found by the officers. Case # 050484
- April 20<sup>th</sup>: At 0145 hours, Sgt Emmett and Officers Dahm, Garcia and Allen were dispatched to a fight at a local cocktail lounge. Involved in the fight were several intoxicated patrons. Some were still at the scene and some fled prior to the arrival of officers. As officers were trying to sort out the fight, a vehicle was stopped by Officer Allen that was possibly involved in the fight. The driver, a 23-year old male was arrested for DUI (case # 050494). As that was going on, officers heard a crash at a tavern nearby and Officer Dahm caught and arrested another male subject for Hit & Run and DUI (case #050496). While still trying to sort out the fight incident at the cocktail lounge, a stolen vehicle out of King County was discovered parked in the parking lot. Case # 050497 & 050504
- April 20<sup>th</sup>: Officer Busey arrested a 15-year old female for Vehicle Prowl 2<sup>nd</sup>. She had skipped school and decided to jump into the front seat of an unlocked P/U truck in a parking lot. Unfortunately for the suspect, the owner saw her get in the truck and called the police. The suspect admitted she was looking for something to steal. Case # 050498

- April 21<sup>st</sup>: Sgt Dougil arrested a 48-year old female for DUI and possession of cocaine. The female was involved in a one-car accident and a "crack" pipe was found in her car. Her BAC was .000 and a blood draw for drugs was conducted. DUI charges are pending the results of the blood test. Case # 050505
- April 25<sup>th</sup>: A local dental office located on Uddenberg Lane was burglarized during the night. The suspect(s) forced entry through a rear window and extensively vandalized the interior of the office. It appears that the suspect(s) may have been frightened off. Officers found items were stacked near the broken window. The suspect has been identified in this case and Detective Entze is currently looking to arrest the individual for this burglary and other outstanding warrants. Case # 050515
- April 26<sup>th</sup>: Sgt Dougil was dispatched to a road rage incident in which one of the participants claimed that the other had "pulled a knife" on him. The case is still under investigation, however it appears that the "knife" information was false and the incident was somewhat racially motivated. The complainant in this case will be charged with Providing False Information to a Police Officer. Case # 050522
- April 27<sup>th</sup>: While working as the School Resource Officer at Gig Harbor High School, Detective Entze arrested a 16-year old male student for Minor in Possession, Possession of Drugs and Theft 3<sup>rd</sup>. The student was caught stealing a school scale. He wanted the scale so he could measure out the Marijuana he was purchasing. He told Detective Entze that he thought he was getting "ripped off." Case # 050528
- April 29<sup>th</sup>: A 25-year old suspect was arrested by Officer Allen for Obstructing and DWLS 2<sup>nd</sup>. The suspect was stopped for a traffic offense and attempted to use his brother's ID card. He almost got away with it; however, he slipped up and Officer Allen was able to determine the truth. It was learned later that this suspect was stopped and cited by another officer earlier in the day and was successful in using his brother's ID card. That officer is now seeking obstruction charges against the suspect. Cases # 050532 & 050533
- April 29<sup>th</sup>: A white male subject 30-40 years old, walked into coffee shop located on Kimball Drive and asked for all the money in the cash register. The 18-year old female clerk opened the cash register and provided the money to the suspect. The male stuffed the money into his coat pocket and walked out. No weapon was seen or alleged. Case # 050537

#### **TRAVEL/TRAINING**

CSO Lynn Mock attended the Washington State Crime Prevention Conference in Federal Way from April 19<sup>th</sup> through April 21<sup>st</sup>.

Officer Mike Cabacungan attended a Gang Training Conference on April 19<sup>th</sup> and 20<sup>th</sup>.

Officer Mike Allen attended the two-day "Three Flags" traffic safety conference in Everett.

We are hosting a training session on Problem-oriented Policing the last week in June at the Civic Center. Lt Bill Colberg is coordinating the training and handling the outside agency billing. We are looking at training our whole department in this philosophy of policing.

### **SPECIAL PROJECTS**

On April 8<sup>th</sup>, GHPD officers and deputies from the Pierce County Sheriff's Department conducted a DUI emphasis on the lower Peninsula which netted 45 contacts, 13 tickets written, one drug related arrest and one criminal citation.

The Marine Enforcement Unit (MSU) has begun to coordinate with the Tacoma Police Department on the "Tall Ships" celebration schedule for this summer. Our MSU will be assisting with patrolling the sound during the celebration.

Officer Kelly Busey participated in the Tacoma/Pierce County DUI Task Force Traffic Emphasis in Bonney Lake and Sumner on April 23<sup>rd</sup> and arrested one DUI. The overtime accrued while working this emphasis was reimbursed by the Washington Traffic Safety Commission.

The speed trailer has been ordered and will arrive within the next month.

We are looking at developing a robbery training program utilizing the Domestic Violence Advocate and CSO Mock.

Work on our Officer-Involved Domestic Policy is proceeding. We will have a final policy by June 1<sup>st</sup>.

We received approval for several grants totaling \$40,181.00 supporting two Y2005 departmental objectives: 1) creating a comprehensive traffic safety program 2) increasing our knowledge and expertise related to drug investigations.

### **PUBLIC CONCERNS**

We received complaint letters from residents regarding speeders on Soundview Drive and Vernhardson Street. Officers have been working radar at both locations.

### **FIELD CONTACTS**

Staff made the following contacts in the community:

- CSO Lynn Mock and Police Services Specialist Deb Yerry have been very busy this month with police department tours for several groups of pre-school aged children
- Officer Mike Allen has provided two presentations to Gig Harbor High School students on radar

- Officer Kelly Busey is working with students at Gig Harbor High School on an upcoming DUI Mock scene
- Lt. Colberg has been very busy meeting with the Maritime Gig Planning Committee

Chief Davis made the following community contacts:

- Worked a partial swing shift with Officer Gary Dahm and learned what it is like to work the street again
- Met with Lakewood Assistant Chief Dave Hall to discuss 800 MHZ radio systems
- Attended the Tacoma/Pierce county DUI Task Force meeting on the 20<sup>th</sup>
- Attended the Pierce County Sheriff and Police Chief's meeting at Fort Lewis on the 21<sup>st</sup>
- Attended the WestNET (drug task force) policy board meeting on April 22<sup>nd</sup>
- Met with the Franciscan's Hospital administrative staff and several other community members to discuss design ideas for the new St. Anthony's Hospital

#### **OTHER COMMENTS**

The department is currently fully-staffed.

#### **ATTACHMENTS**

- April Monthly Activity Report
- April Vehicular Accidents



**POLICE**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: TRAFFIC ACCIDENT REPORT FOR APRIL 2005 YTD**  
**DATE: MAY 9, 2005**

**LEGEND:**

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

| <u>DATE</u> | <u>LOCATION</u>                    | <u>TYPE</u> | <u>CASE#</u> |
|-------------|------------------------------------|-------------|--------------|
| 04-01-05    | 6100 Soundview Dr.                 | INJ         | GH050417     |
| 04-01-05    | Pt. Fosdick & Olympic              | NON         | GH050419     |
| 04-04-05    | Hunt St. & Skansie Ave.            | NON         | GH050427     |
| 04-04-05    | 4800 Pt. Fosdick Dr.               | INJ         | GH050428     |
| 04-06-05    | 5209 Pt. Fosdick Dr                | P-LOT       | GH050438     |
| 04-06-05    | 5500 Olympic Dr.                   | NON         | GH050440     |
| 04-14-05    | Borgen & SR 16                     | NON         | GH050468     |
| 04-16-05    | SR 16 Off Ramp & Burnham           | NON         | GH050475     |
| 04-16-05    | 51 <sup>st</sup> NW & Borgen Blvd. | NON         | GH050476     |
| 04-20-05    | 5114 Pt. Fosdick Dr.               | H&R         | GH050496     |
| 04-20-05    | 3114 Judson St.                    | H&R         | GH050499     |
| 04-29-05    | 4800 Pt. Fosdick Dr                | NON         | GH050536     |

###

**GIG HARBOR POLICE DEPARTMENT**  
**MONTHLY ACTIVITY REPORT**

**April 2005**

|                            | <u>Apr</u><br><u>2005</u> | <u>Apr</u><br><u>2004</u> | <u>% chg</u> | <u>YTD</u><br><u>2005</u> | <u>YTD</u><br><u>2004</u> | <u>% chg</u> |
|----------------------------|---------------------------|---------------------------|--------------|---------------------------|---------------------------|--------------|
| <b>CALLS FOR SERVICE</b>   | 342                       | 431                       | -21%         | 1,389                     | 1,679                     | -21%         |
| <b>CRIMINAL TRAFFIC</b>    | 12                        | 9                         | 33%          | 31                        | 35                        | -13%         |
| <b>TRAFFIC INFRACTIONS</b> | 102                       | 63                        | 62%          | 306                       | 278                       | 9%           |
| <b>DUI ARRESTS</b>         | 11                        | 5                         | 120%         | 26                        | 18                        | 31%          |
| <b>FELONY ARRESTS</b>      | 8                         | 7                         | 14%          | 31                        | 60                        | -94%         |
| <b>MISDEMEANOR ARRESTS</b> | 24                        | 23                        | 4%           | 95                        | 104                       | -9%          |
| <b>WARRANT ARRESTS</b>     | 6                         | 14                        | -57%         | 35                        | 29                        | 17%          |
| <b>CASE REPORTS</b>        | 127                       | 91                        | 40%          | 489                       | 461                       | 6%           |
| <b>VEHICLE ACCIDENTS</b>   | 8                         | 23                        | -65%         | 53                        | 91                        | -72%         |
| <b>SECONDARY OFFICER</b>   | 82                        | 45                        | 82%          | 292                       | 188                       | 36%          |





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: STAFF REPORT - DESIGN MANUAL PLANNING AWARD**  
**DATE: MAY 9, 2005**

The Washington State Chapter of the American Planning Association (APA) and the Planning Association of Washington (PAW) has awarded the City of Gig Harbor a Merit Award in the Rural/Small Town Plans Category for the recently revised Gig Harbor Design Manual.



AMERICAN  
PLANNING  
ASSOCIATION

WASHINGTON STATE CHAPTER

Steve Osguthorpe, AICP  
City of Gig Harbor  
3510 Grandview  
Gig Harbor, WA 98335

April 21, 2005

RECEIVED  
CITY OF GIG HARBOR

APR 25 2005

COMMUNITY  
DEVELOPMENT

Dear Mr. Osguthorpe:

On behalf of the APA/PAW Awards Jury, I am pleased to inform you that the City's application has received a **Merit Award in the Rural/Small Towns Plans Category for the City of Gig Harbor Design Manual**. Similar to previous awards programs, it was again a challenge for the jurors to select recipients from all of the fine applications.

In addition to myself, this year's awards jury consisted of the following members of American Planning Association (APA) or Planning Association Washington (PAW):

- o Rick Walk, City of Lacey
- o Steve Arai, Arai Jackson
- o Lori Peckol, City of Redmond
- o Jean Taylor, Lewis County
- o Terry Shirk, City of Redmond
- o Curt Lillquist, Douglas County
- o Bill Grimes, Studio Cascade
- o Julia Walton, AHBL
- o Glen Devries, PAW Awards Chair

It is the jury's responsibility to review each proposal based on the category submitted against the following set of criteria:

- o Outstanding application of planning principals;
- o Implements community values;
- o Contribution to specific planning techniques, furtherance of GMA;
- o Suitability of the solution to the problem or context;
- o Uniqueness of the solution or project, demonstration or applicability to other projects; and
- o Difficulty of the problem or issue addressed overcoming project obstacles.

In order to provide greater visibility of the Awards Program, APA/PAW have decided to focus its presentation to the successful recipients at a **Joint Awards Workshop on May 12<sup>th</sup>**. The Workshop will be held at the Radisson Hotel in Seatac. In addition to providing individual attention to the Awards, the Workshop will also include 30-45 minute presentation by the recipients of their award-winning plan.

It is hoped that representatives of the City will be able to participate at the Workshop. Please contact either Glen at 509.884.7173 or myself at 425.462.3867 to let us know if representatives are able to attend. As soon as we have heard from all award recipients, the final schedule for presentations will be developed. Please refer to the APA or PAW websites for registration.

In addition to a presentation of the awards during the luncheon at the workshop, both Glen and I are available to make a presentation to the City Council. Congratulations again!

Respectfully,

Amy L. Tousley, Co-Chair  
APA/PAW Awards

Tel: (206) 682-7436  
Fax: (206) 626-0392

Lloyd Building, Suite 610  
603 Stewart Street  
Seattle, Washington 98101-1275



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: STAFF REPORT - WATERFRONT RESIDENTIAL (WR) BUILDING**  
**SIZE RESTRICTIONS**  
**DATE: MAY 9, 2005**

At the April 25, 2005 meeting, City Council directed staff to "bring back a revised ordinance removing multi-family structures from consideration and direct them to take to the Planning Commission some suggested changes to regulate them more appropriately, I guess I should say, and further that we change the square footage limits in the WR zone from 2,000 square foot print and 3,500 square feet total to 2,500 and 5,000 respectively. And this isn't like we are going to pass it tonight; we are just giving them direction to bring it back." (Moved by Derek Young and Seconded by Bob Dick, approved 4-2-0)

The Council subsequently exempted multi-family structures from the building size limits set in the Waterfront Commercial district with the adoption of Ordinance #995. It appears that no further action is needed with respect to this request.

Consistent with Council direction, staff has drafted a proposed ordinance establishing a maximum building size in the Waterfront Residential (WR) district.

If the Council is desirous of pursuing amendments to the Waterfront Residential (WR) district as articulated at the April 25, 2005 meeting, Planning Commission consideration of the draft ordinance will be necessary.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING NEAR THE SHORELINE IN THE CITY'S HEIGHT RESTRICTION AREA, ADOPTING A NEW SECTION 17.46.045 GHMC TO ESTABLISH BUILDING SIZE LIMITS IN THE WR DISTRICT.**

---

WHEREAS, a large portion of the City of Gig Harbor is characterized by views of Gig Harbor bay and the small scale buildings that reflect the historic development of the harbor basin.

WHEREAS, the City of Gig Harbor's Comprehensive Plan has the stated goal to "Preserve the character of those sites or districts which reflect the style of Gig Harbor's historical development" (Goal 3.13); and

WHEREAS, the City of Gig Harbor's Comprehensive Plan has the stated objectives to:

Develop guidelines which promote compatible development within designated areas. (Objective 3.13.2)

Consider standards which encourage building forms consistent with historic designs, (e.g., massing, roof styles and scale," (Objective 3.14.2)

Define and retain "small town" characteristics of historic business districts. (Objective 3.15.1); and

WHEREAS, the City of Gig Harbor has received numerous complaints from the public regarding large buildings recently built in the height restriction area, which have been found by many members of the public to be out of scale and character with the historic development patterns in the height restriction area; and

WHEREAS, in response to the public outcry over large buildings and view impacts in the height restriction area, the City Council adopted Ordinance No. 995 on April 25, 2005; and

WHEREAS, the City of Gig Harbor desires to preserve and perpetuate the small scale of structures in the Waterfront Residential (WR) district; and

WHEREAS, the City of Gig Harbor desires to protect views of the harbor along the Harborview Drive and North Harborview Drive public rights-of-way for public enjoyment; and

WHEREAS, expansive building footprints and associated expansive and continuous roof forms can result in significant obstructions to views of the harbor as seen from Harborview Drive and North Harborview Drive public rights-of-way; and

WHEREAS, structures contained to smaller footprints require smaller, less expansive roof planes than more expansive footprint structures require and therefore have less impacts on views over the tops of structures; and

WHEREAS, limiting total floor area to a size that would be similar to the building size achievable by limiting the footprint size may result in a building with a wider footprint and a more expansive roof plane, but it would in that case result in a building of a lower height, thereby providing alternate but similarly effective ways of protecting views from Harborview Drive and North Harborview Drive; and

WHEREAS, the City Council finds that the WR districts are characterized by smaller-scaled homes and neighborhood businesses than are found elsewhere in the view basin. A 2,500 square foot footprint along with the Basic Structure Unit allowance defined in the City's Design Manual would allow a building of approximately 5,000 square feet of total space - depending on topography and the opportunity for a daylight basement, but only 2,500 square feet of floor area would be possible on a single level. Accordingly, either a 5,000 square-foot floor area maximum or a 2,500 square foot footprint limitation would be appropriate for both protecting views and retaining an appropriate scale of building for this district. Moreover, it makes sense to allow the property owner to choose between these two options because it will allow the owner to consider topographic advantages when determining how to develop his or her property.

WHEREAS, the proposed text amendments are consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed text amendment on \_\_\_\_\_, 2005 pursuant to WAC 197-11-350; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on \_\_\_\_\_, 2005, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on \_\_\_\_\_, 2005, and made a recommendation of \_\_\_\_\_ to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of \_\_\_\_\_ and \_\_\_\_\_, 2005; Now, Therefore,

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

Section 1. A new Section 17.46.045 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.46.045 Maximum building size.

Each structure in the WR district shall be limited in size according to one of the following options:

A. 5,000 square feet total size, including each story of a building (finished or unfinished) as defined in GHMC Section 17.04.750, and including all habitable space as defined in GHMC Section 17.04.409 with a finished ceiling height of 5 feet or greater, and including garages, carports, shops and similar work or storage rooms, and also including non-walled stand-alone structures such as pavilions and gazebos which are not incidental and secondary extensions of fully enclosed structures, but excluding covered decks and porches; or

B. A total footprint of 2,500 square feet, which may be extended to accommodate a front porch or colonnade. The building footprint shall be measured from the outside edge of all exterior walls (including walls on cantilevered projections), posts, and columns, and shall not include eave overhangs of up to 24 inches or uncovered decks of up to 60 inches above grade. Within this footprint, all structures, including non-residential, are eligible for the height and massing allowed for Basic Structure Units (BSU's) as described under Section 3.14.02(1)(b) of chapter 17.99 GHMC.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

\_\_\_\_\_  
GRETCHEN WILBERT, MAYOR

● ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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

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

**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 COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING NEAR THE SHORELINE IN THE CITY'S HEIGHT RESTRICTION AREA, ADOPTING A NEW SECTION 17.46.045 GHMC TO ESTABLISH BUILDING SIZE LIMITS IN THE WR DISTRICT.**

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 of \_\_\_\_\_ 2005.

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



it just takes **one.**

APR 15 2005

One Campaign  
Boys & Girls Clubs  
of South Puget Sound

April 15, 2005

Mayor Gretchen Wilbert  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335-1214

Dear Gretchen;

On behalf of the board of the Boys & Girls Clubs of South Puget Sound and the ONE Campaign Cabinet, thank you for taking time Thursday morning to hear our presentation on the upcoming HOPE Center projects. The partnerships and collaboration between public and private interests in Gig Harbor have been very inspirational. The tremendous lead gift of \$3 million dollars by Jim and Carolyn Milgard is another testament to the timeliness and relevance of this HOPE Center undertaking. Boys and Girls Club programs are a crucial necessity in a growing Gig Harbor community. We hope that you are encouraged and will offer your support and participation. Local leadership is vital to bring all our efforts to fruition.

We will be in touch with you shortly. Again, thank you for your interest and advocacy as we move forward!

Warmest regards,



Brad Cheney  
ONE Campaign Chair



Gary Yazwa  
President & CEO



**BOYS & GIRLS CLUBS**  
OF SOUTH PUGET SOUND

Boys & Girls Clubs  
of South Puget Sound  
1501 Pacific Ave., Ste 301  
Tacoma, WA 98402-3313  
Tel 253-572-8440  
Fax 253-572-8449  
www.bg-clubs.com

Brad Cheney  
*Campaign Chair*

**Campaign Cabinet  
Committee Chairs**

John Ladenburg  
*Tacoma Regional Chair*

Carol Milgard  
*Lakewood Co-Chair*

Jim & Carolyn Milgard  
*Gig Harbor Co-Chairs*

William Philip  
*Lakewood Co-Chair*

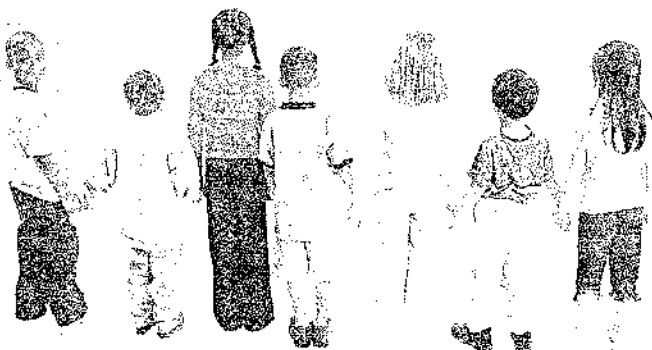
**Campaign Cabinet**

Dr. Loren Anderson  
Janie Andrews  
Stan Naccarato  
Michael A. Tucci  
Bill Weyerhaeuser

Len Zarelli  
*Executive Board Chair*

Ray Schuler  
*Executive Board Vice Chair*

Gary Yazwa  
*President/CEO*





April 15, 2005

Don S. Monroe, Chief Executive Officer  
Pierce Transit  
3701 96<sup>th</sup> Street SW  
Lakewood, WA 98499-0070

Dear Mr. Monroe:

I wish to thank Pierce Transit, especially Tim Payne, for meeting with me, City Administrator, Mark Hoppen and Jill Guernsey, chairman of the City's Town-Around Bus committee. Sharing new ideas is important as we address one aspect of the ongoing transportation crises in Pierce County and the State. Smaller buses every 15 minutes are the requests of our citizens.

#### Town-Around Bus

As cities are required to facilitate more housing within urban growth areas, and accommodate an aging population that is living longer, we must provide a frequent small bus opportunity. This will enable folks to live a safe, healthy, active and independent life without depending upon an automobile.

With thanks to Pierce Transit, more students and commuters are currently riding the smaller buses. Our next focus needs to be on occasional short runs, possibly generated by telephone request, into heavily populated neighborhoods and near apartment complexes. For safety and convenience these runs would be located away from the main arterials. With individuals paying a monthly fare and wearing some type of identification, the bus driver would soon recognize frequent riders and be helpful if someone "forgot" where to get off the bus.

The Town-Around Bus would fulfill a transportation need for youth and seniors as the City of Gig Harbor partners with the Peninsula School District, Pierce County and Peninsula Parks' interests to assist Gary Yazwa, CEO of South Puget Sound Boys & Girls Clubs, and the business community to build a Gig Harbor Community Center that will meet the interest and activity needs of both the youth and senior citizens.

#### Water Taxi Interest

Another piece of funding a transportation alternative is the continuing effort to partner to utilize the waters of Puget Sound. I am enclosing, for your information, the latest interest

information. If this "water taxi" idea takes hold, public on-land transportation and park and ride lots would be an essential partner in its success.

Thank you again. We look forward to assisting you in meeting your goals as we look to the future to meet public transportation needs on the Gig Harbor Peninsula.

Sincerely,



Gretchen A. Wilbert  
Mayor, City of Gig Harbor

Encl.