

# **Gig Harbor City Council Meeting**

**January 26, 2004  
7:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
January 26, 2004 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**PUBLIC HEARING:** Calculation of Density in Residential Zones.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meeting of January 12, 2004.
2. Correspondence: a. Letter from AWC – Certificate of Excellence for Public Works.  
b. Gig Harbor High School – Garden Project at Wilkinson Farm.
3. Bid Award – Official Newspaper.
4. Appointment to Council Committees.
5. Appointment of Mayor Pro Tem.
6. Appointment to Planning Commission.
7. Leak Detection Survey.
8. Pioneer Way Watermain Replacement Project – Geotechnical Testing Services.
9. Building Size Analysis.
10. Stormwater Facilities Maintenance Agreement – Park Plaza Office Building.
11. Hotel / Motel Distribution of Fund Contracts – 2004.
12. Special Occasion Liquor License: Gig Harbor School Sports Boosters.
13. Approval of Payment of Bills for January 26, 2004.  
Checks #42196 through #42336 in the amount of \$287,143.39.

**OLD BUSINESS:**

1. Second Reading of Ordinance (continuation) – Calculation of Density in Residential Zones.
2. Hazen Reading of Ordinance – Relating to Annexation and Zoning (Hazen Annexation).
3. Approval of Property Acquisition – Westside Park.

**NEW BUSINESS:**

1. Electrical Wiring of Emergency Panel – Gig Harbor Civic Center.

**STAFF REPORT:**

1. GHPD – December Stats.
2. David Rodenbach, Finance Director – 4<sup>th</sup> Quarter Finance Report.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

**EXECUTIVE SESSION:** For the purpose of discussing For the purpose of discussing the Gig Harbor Police Officers' Guild Contract contract per RCW 42.30.140(1)4(a).

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF JANUARY 12, 2004

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

**CALL TO ORDER:** 7:03 p.m.

### **PLEDGE OF ALLEGIANCE:**

### **SWEARING IN CEREMONY:**

Mayor Wilbert performed the ceremony for Bob Dick, Jim Franich and Paul Conan to serve four-year terms as City Councilmembers.

### **PUBLIC HEARING:**

#### **Zoning Text Amendments to Allow Structural Changes to Non-Conforming Signs.**

Steve Osguthorpe, Planning / Building Manager, gave an overview of the process leading up to this public hearing. He explained that the process began with three alternative ordinances proposed by Courtesy Ford to allow structural changes to non-conforming signs which were reviewed at a public hearing. At that time, staff proposed an alternative draft ordinance whose intent was to address both the needs of Courtesy Ford and staff concerns. Council directed staff to bring back the alternative draft ordinance for a public hearing before Council, scheduled for this evening. Councilmembers also agreed to honor the request by Mr. Dick Settle to include the original three proposed ordinances at this same hearing. For consideration at this public hearing are four separate ordinances that would amend the city's non-conforming sign provisions. Mr. Osguthorpe gave a brief description of each of the proposed ordinances.

Jeff Taraday – Foster, Pepper and Scheffelman, 1111 3<sup>rd</sup> Ave #3400, Seattle. Mr. Taraday explained that he is present on behalf of Courtesy Ford and to answer any questions that Council may have in respect to Courtesy Ford's position. He reiterated that Courtesy Ford does want to stay in Gig Harbor, but that this is an issue that needs to be resolved in order for them to continue to do business here. He said that Courtesy Ford is willing to remove two of the four non-conforming signs on the site and to make one of the two remaining signs conforming. The issue is whether the sign code can be amended to allow one additional free-standing sign. Mr. Taraday explained that Courtesy Ford could not run a successful dealership without having the two separate signs for used and new vehicles. The tall pole sign is important for visibility from SR-16. He said that it is his understanding that this is one of the last Ford dealerships in the state that has not implemented the new Ford logo and sign scheme. He added that he understands that the City of Gig Harbor prides itself on its aesthetic sensibilities, and that this is a considerable dilemma for Council, but sometimes aesthetic considerations run head-on into business considerations and revenue considerations for the city. That is one thing that Council needs to weigh when deciding whether the sign code is too restrictive in comparison to others in the state.

Councilmember Dick said that Mr. Settle had indicated that Courtesy Ford could come into compliance with the corporate logo requirements with a monument sign that also conforms to the city's code. Mr. Taraday explained that the existing sign code would not allow for two monument signs, one for used and one for new vehicles, which is a preference by the corporation. It also doesn't answer whether a monument sign would bring in customers. That is his client's reason for concern.

Councilmember Ruffo asked what the problem was with the existing sign other than it isn't the new Ford logo. Mr. Taraday said that other than the corporate logo, he isn't sure there is another issue. The corporate issue is significant to the client and the national corporation can make it difficult on dealers that do not comply with the new logo. The old signs send the wrong message.

Mayor Wilbert mentioned the appeal of the Ford monument sign and surrounding landscaping that she had seen in Olympia. She continued to explain that the past experience with the sign code is that revenues are still increasing for the businesses that have conforming signage.

Councilmember Dick discussed the compromise of allowing the sign-face to be changed without the shroud on the pole. He said that it was difficult for him to understand why it was unacceptable. Mr. Taraday said that the shroud is a more pleasing look and doesn't lend any advertising advantage. He said that it is before Council to make those aesthetic determinations. He said that he didn't believe that Courtesy Ford would have a problem with the national corporation over the shroud option. He said that he and his client think that the shroud makes the sign and the dealership more attractive and will allow the sign to look like other Ford dealers. The shroud is secondary to the other issue of being able of having two free-standing signs.

Councilmember Picinich said that he prefers the option without the shroud. Mr. Tarady explained that it is aesthetics and what the Council wants the city to look like. If some non-conforming signs will be allowed, and if some modifications of these signs are to be allowed, then what should they look like?

Councilmember Franich asked if the square footage of the sign face in option one is comparable to the square footage of the face in the existing sign. Mr. Tarady said that the oval is smaller than the existing sign in terms of square inches. He said that it is important to distinguish between the size of the sign face and the sign base. He clarified that if he had to prioritize his client's needs, the shroud is slightly less significant than the other issues.

There were no further comments from the public and the hearing was closed at 7:43 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 December 8, 2003.
2. Correspondence:
  - a) Letter from Rep. Lois McMahan in Support of Hospital.
  - b) Letter from Rep. Pat Lantz regarding the Narrows Bridge Project.
3. Amendments to City Council Minutes of June 9, 2003.
4. Communications Maintenance Contract.
5. Appointment to Council Committees.
6. Lobbyist Contract.
7. Pioneer Way Watermain Replacement Project – Bid Award.
8. Canterwood Sewer Request.
9. Sanitary Sewer Facilities Maintenance Agreement – 3519 56<sup>th</sup> St. Professionals, LLC.
10. Liquor License Renewal: El Pueblito Restaurant.
11. Approval of Payment of Bills for December 22, 2003.  
Checks #41940 through #42072 in the amount of \$301,284.75.
12. Payment of Bills for January 12, 2004.  
Checks #42073 through #42195 in the amount of \$354,183.43.
13. Approval of payroll for the month of December.  
Checks #2960 through #3006 and direct deposit entries in the amount of \$239,439.90.

**MOTION:** Move to table Consent Agenda Item 5.  
Dick / Ekberg – unanimously approved.

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

**OLD BUSINESS:**

1. Second Reading of Ordinance – Zoning Text Amendments to Allow Structural Changes to Non-Conforming Signs. Steve Osguthorpe, Planning / Building Manager, explained that he had no additional comments from his introduction during the public hearing.

Councilmember Ruffo asked for an opinion of what would occur if the city modified the existing sign code relative to setting precedent.

Mr. Osguthorpe said that one of the concerns that has been discussed is what is occurring regionally with the change in preference by car dealers to have freeway frontage, using Fife as an example. This leaves dealers in other communities struggling to compete. This has led to a change in the freeway corridors. He continued to explain that his concern is we have already seen a significant change to the sign code with the elimination of the amortization clause. Each change moves the city toward the model that you see in other jurisdictions. He explained that it would set a precedent and once someone sees a pylon sign such as the Ford sign go up, it may be understood that

these are acceptable in Gig Harbor. He said that it important to be aware of the public perception.

Councilmember Franich asked if the dealer was allowed to stay within the same square footage of the sign, if it would still lead to this perception. Mr. Osguthorpe explained that the code would allow them to change the sign face and it would not be problematic in the public eye. If they change the face, there is no change in the mass bulk, and it would bring the sign closer to conformance. The sign would be equally readable, but not quite as luminous.

Mr. Osguthorpe continued to clarify that the dealer would be allowed to create a panel with the oval design that would fit into the semi-rectangular frame, but they are not allowed to change the structure.

**MOTION:** Move to take the staff recommendation and not make any changes to our current sign code at this time.  
Ekberg / Ruffo –

Councilmember Ruffo said that he understands that this was debated at great length by the previous Council, and that this Council is trying to protect the aesthetics of the city. He said that he debated this himself as he understands corporate life, but is also concerned with the greater needs of the harbor and the original intent of the code.

Councilmember Paul Conan explained that he has seen many changes since it was before the Planning Commission. He added that he still supports the fact that the new logo can be incorporated under the current code. It can meet all the requirements without making any changes to the code and setting any precedence.

Councilmember Young asked if it would be possible to establish a process for the Design Review Board to review proposed changes for conformity. He said that it isn't appropriate to make city-wide changes to the code to address one particular site.

Carol Morris, City Attorney, explained that there is already a process in place in the sign code for a variance. Councilmember Ruffo said that there would have to be specific criteria for the DRB to follow in order to avoid problems.

Councilmember Young asked Mr. Tarady to convey to his client that he agreed that the proposed sign may look better than the existing, but what is being requested is unmanageable and unfair to the other businesses around town that may not have several non-conforming signs to "trade," nor is it fair to non-corporate entities or new businesses that don't have existing signage.

Councilmember Dick voiced concern that deciding what rules are appropriate for a community is a lengthy process, but once adopted, it is important that they be enforced. This allows the public to know what to expect. He added that he prefers the process in

place where the Council receives recommendations from the Planning Commission and then adopts a set of rules and sticks to them.

**RESTATED MOTION:** Move to take the staff recommendation and not make any changes to our current sign code at this time.  
Ekberg / Ruffo – unanimously approved.

2. Second Reading of Ordinance – Deleting Reference to Signs in the Non-Conforming Use Chapter. John Vodopich, Community Development Director, presented this second reading of an ordinance intended to clarify and ensure that non-conforming signs are regulated under the sign chapter rather the non-conforming use chapter of the city code.

**MOTION:** Move to adopt Ordinance No. 949 as presented.  
Young / Ruffo – unanimously approved.

3. Second Reading of Ordinance – Calculation of Density in Residential Zones. John Vodopich presented this ordinance that provides clarification for buildable areas. He said that at the first reading there was discussion regarding whether to include the buffer areas when calculating net buildable areas, and so two draft ordinances are included for consideration. He mentioned several pieces of correspondence that had been received today encouraging Council to adopt option A which includes wetland buffers. Mr. Vodopich also recommended adoption of option A.

**MOTION:** Move to adopt Ordinance No. 950, Option 'A' as presented.  
Dick / Young –

Mayor Wilbert pointed out that there were three people signed up to speak on this agenda item.

**MOTION:** Move to suspend the rules and allow public testimony.  
Young / Ruffo – unanimously approved.

Councilmember Ekberg asked for clarification on whether either option deals with calculation of roads. Mr. Vodopich answered no, and roads and tidelands are excluded.

John Rose – Olympic Property Group. Mr. Rose gave a brief history of the Gig Harbor North property. He explained that the annexation process included quite a bit of discussion on density and how to accommodate the large wetland area. He said that the theme was to "work with the land" and not worry about density. That is why the Gig Harbor North residential zones have no minimum lot size, and allow for attached housing. The evidence for that is in a provision in the municipal code Chapter 17, that states, "Density is to be calculated on the gross area." He continued to explain that adoption of this ordinance is more than a housekeeping item, as it would create a conflict in the code and would cause them to lose anywhere from 100 to 300 units. He mentioned other issues such as meeting the density goals of the Growth Management

Act and the fact that many other jurisdictions allow roads and critical areas to be included in the calculations.

Councilmembers discussed the consequences of adopting the changes. Steve Osguthorpe commented that Mr. Rose was correct about the roads being included in the calculations for density in the Gig Harbor North area.

Carol Morris commented that this is the first time that the city has been notified of the inconsistency in the code and advised Council that they could proceed with the adoption of an ordinance at this meeting and address the inconsistency in another ordinance at a later date. Another option would be to defer action on this ordinance and ask staff to include specific legislative findings to exclude the PCD zone and that could be incorporated in the "whereas" section of an ordinance to be brought back at a later meeting. This would address the concern that the most recently adopted ordinance would apply and someone could interpret this ordinance to mean that this ordinance applied in all zones.

Councilmembers discussed the concerns and decided that it was appropriate to wait.

Scott Wagner PO Box 492, Gig Harbor. Mr. Wagner explained that it was critical to him that the ordinance could be adopted this evening, because it affects his project. He added that understands Mr. Rose's concerns and the need to address them, urging the adoption of Option 'A' with additional clarification at the next council meeting.

Ther Jorgenson – North Pacific Design, 5715 Wollochet Dr. NW. Mr. Jorgenson explained that he is also representing Rush Construction Company. He handed out a letter from Gordon Rush that covers the comments he would be addressing. He said that in today's construction, the cost to develop lots is increasing each year while buildable lands are decreasing due to regulatory actions. This results in higher costs per lot to build, and the cost has to be passed on to the new owners. The cost, in conjunction with trying to comply with the GMA, is the reason that they would like to support Option 'A'.

Councilmember Ekberg recommended deferring this ordinance for clarification and bringing it back at the next meeting for consideration. Councilmembers discussed the options and agreed that they want to make sure the amendments reflect the intent.

**MOTION:** To continue the second reading of this ordinance to the next meeting and to schedule a public hearing at the same meeting.  
Ekberg / Picinich – unanimously approved.

**NEW BUSINESS:**

1. First Reading of Ordinance – Performance Based Height Exemptions and Height Exceptions. John Vodopich presented this ordinance that exempts certain structures from the height requirements of the Municipal Code and provides an exception process



for other structures requiring height in excess of the limits of the code for effective performance and operation of the structure. Mr. Vodopich clarified that it was important for this ordinance to be adopted at its first reading in order to facilitate the improvements to the lighting at the Gig Harbor High School athletic fields and to allow the Interlocal Agreement with the Peninsula Recreation Center Field Development to move forward. Jennifer Sitts, Associate Planner, further explained that this only creates a process for an approval, and the project would still need to go before the Hearing Examiner at the February meeting.

Councilmember Franich asked for clarification of whether this sets a height limit for lighting fixtures. Mr. Vodopich explained that the ordinance requires an applicant to meet certain criteria for approval, but there is no height limitation. Councilmember Franich then asked if thought had been given to restricting this to public facilities. Jennifer Sitts addressed his question and explained that this had been discussed, but if the regulations were limited to public-owned facilities, it would eliminate organizations such as the YMCA or the Boys and Girls Clubs. She explained that any future fields could be designed in a way to avoid the need for the extra height.

Councilmember Franich said that he is concerned with how an athletic field could be interpreted and what could be built in the future. Carol Morris explained that the city doesn't regulate the ownership of property, only the land-use impacts. If you would like to address the impacts, it must be done in the code, but for equal protection, she recommended that Council not limit the use to only public entities. The impact on surrounding uses will be the same regardless of whether it is a public or private entity.

Councilmember Ekberg asked about the inclusion of a height limitation to address the concerns brought up by Councilmember Franich. Steve Osguthorpe explained that the ordinance was drafted to address more than just field lighting, and the wording lends itself to be more of an engineering matter to achieve the required lighting. He added that this is a performance-based height exception.

**MOTION:** Move to adopt Ordinance No. 950, at its first reading as allowed by Section 1.08.020(B) GHMC.  
Picinich / Ruffo – six voted in favor. Councilmember Franich voted no.

2. Peninsula Recreation Center Field Development – Interlocal Agreement. Mark Hoppen presented this Interlocal that provides for the Peninsula Recreation Center field improvements at Gig Harbor High School.

Councilmember Franich said that because Pierce County has a dedicated funding source for these projects, he would have liked to have seen them take care of the extra cost. Mr. Hoppen noted that in the resolution passed by Council in support of the Interlocal, Council was willing to allocate \$120,000 for the field lighting cost and \$60,000 for the sub-base. Subsequently, the bid came in lower in some elements and higher in others.

**MOTION:** Move to authorize the Mayor to sign the Interlocal Agreement as drafted.  
Ruffo / Picinich – six voted in favor. Councilmember Dick abstained.

3. First Reading of Ordinance – Relating to Annexation and Zoning (Hazen Annexation). John Vodopich presented this ordinance accepting the Hazen Annexation. The Boundary Review Board has deemed the annexation approved and the final step is passage of this ordinance at its second reading.

Councilmember Dick voiced a desire to pass this at its first reading as it has already been approved and this is just a formality. Councilmember Ekberg disagreed and said that he thought that Council should keep the integrity of the two-reading process unless it is an emergency situation. Councilmember Young agreed.

**MOTION:** Move to adopt Ordinance No. 951 accepting the Hazen Annexation. Dick / Ruffo – Councilmembers Ekberg, Young and Franich voted against the motion and it failed for a lack of a majority of the entire Council membership plus one.

4. Well #6 Susceptibility Assessments – Consultant Services Contract. John Vodopich presented this contract to determine the vulnerability to surface contamination to a drinking water source.

**MOTION:** Move to approve the Consultant Service contract with Gray & Osborne, Inc. for Well No. 6 Susceptibility Assessment in an amount not to exceed one thousand two hundred dollars and no cents (\$1,200.00).  
Picinich / Ruffo – unanimously approved.

**STAFF REPORTS:**

1. GHPD – November Stats. No verbal report given.
2. View Protection and Trees. No verbal report given.

**PUBLIC COMMENT:**

John Rose – Olympic Property Group. Mr. Rose gave an update on the Gig Harbor North development. He explained that they had signed with Costco and had submitted the first preliminary plan that includes a YMCA, a park and other amenities. He continued to explain that they are busy working on Borgen Boulevard and the water tank. They expect a 2005 groundbreaking for the Costco store.

Carol Morris advised Mr. Rose that he should be careful not to discuss pending applications.

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

Councilmember Franich expressed his condolences for the recent loss of John Ancich Senior, a long-time member of the community. Mayor Wilbert mentioned that she kept the picture of Mr. Ancich mending the net on the Fisherman's Memorial at Jerisich Dock.

Councilmember Derek Young directed staff to compose a letter to the Tacoma City Council regarding the article in the newspaper and the memo from Mark Hoppen about the Tacoma Narrows Airport. The letter should express interest in exploring the potential but without committing to anything yet. The other Councilmembers agreed.

Mayor Wilbert introduced Terry Lee, Pierce County Councilmember, and invited him to speak.

Terry Lee – Pierce County Councilmember. Councilmember Lee expressed his appreciation for the Council support of the Interlocal for the Gig Harbor High School Field Improvements project. He continued to explain that he attended the first in a series of public meetings regarding the Tacoma Narrows Airport. He described a very aggressive schedule of the TNA Advisory Commission, of which the City of Gig Harbor is represented well by the City Administrator, Mark Hoppen, as a citizen, and by Rob White, Associate Planner. He gave an overview of the appeal to the Central Puget Sound Hearings Board by the City of Tacoma with respect to the development rules and regulations of the Gig Harbor Community Plan. He said that they have also been asked to make a significant change to the plan in regards to the types of activities that occur at the airport. There is a window of approximately 3-4 months to try and develop a collaborative process to resolve the issues. He said that a request to the City of Tacoma would be helpful to identify the ramifications and concerns. He concluded by talking about the success of the partnership between the city and Pierce County, and asked that the City of Gig Harbor continue to consider him a resource.

**ANNOUNCEMENT OF OTHER MEETINGS:**

**EXECUTIVE SESSION:** For the purpose of discussing property acquisition per RCW 42.30.110(1)(b) and pending litigation per RCW 42.30.110(1)(i) for approximately 30 minutes.

- MOTION:** Move to adjourn to Executive Session for approximately thirty minutes at 9:14 p.m. for the purpose of discussion pending and potential litigation.  
Franich / Picinich - unanimously approved.
- MOTION:** Move to return to regular session at 9:45 p.m.  
Ruffo / Picinich – unanimously approved.

**MOTION:** Motion to rescind the previous motion of December 8, 2003 to purchase the Westside Park property and to renegotiate the acquisition of the property.  
Ruffo / Picinich – unanimously approved.

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

CD recorder utilized:  
Disc #1 Tracks 1 – 14.  
Disc #2 Tracks 1 – 18.

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Gretchen Wilbert, Mayor

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Molly Towslee, City Clerk



Employee  
Benefit Trust

■  
Risk  
Management  
Service Agency

■  
Drug &  
Alcohol Testing  
Consortium

1076 Franklin St. SE  
Olympia, WA 98501-1346

Phone: 360-753-4137  
Toll Free: 1-800-562-8981  
Fax: 360-753-0148

Website: [www.awcnet.org](http://www.awcnet.org)

January 19, 2004

Molly Towslee  
City Clerk  
City of Gig Harbor  
3510 Grandview St  
Gig Harbor, WA 98335

Dear Molly,

My Loss Control Visits for the year 2003 saw a marked improvement in documented evidence that member cities and towns were managing and maintaining their programs and public facilities in a safe and responsible manner as mandated by the "law of the land."

Cities are held accountable for injuries and accidents to their citizens despite their best efforts to maintain safe facilities such as our parks, playgrounds, streets, and roads. Documented evidence in the form of checklists, work logs, maintenance records, and other paperwork are essential elements in the efficient management of a city's public works and parks & recreation departments. They serve to remind employees of the details that need to be done on a routine basis and they also serve as evidence in a court of law should their attention to detail and job proficiency ever be challenged.

I want to recognize the pride and accomplishment of your departments' efforts this year. Please pass along the enclosed certificate to **David Brereton** and his staff; perhaps a presentation during a council meeting would be appropriate. Their attention to detail and conscientious work ethic has greatly contributed to the reduction in lawsuits our members have faced this year. This, in turn, means lower insurance premiums to your city and a safer place to live and play for your citizens.

We are pleased the City of Gig Harbor is a member of our Pool and we appreciate your support of the Loss Control and Risk Management programs.

Sincerely,

A handwritten signature in cursive script that reads "Fred".

Fred Crumley, MS, ARM  
Loss Control Specialist

# *Certificate of Excellence*

*Presented To*

**City of Gig Harbor  
Public Works Department**

*In recognition of developing and maintaining an excellent system of  
inspection and maintenance records*

*This award recognizes pride and accomplishment*  
Presented by the Association of Washington Cities  
Risk Management Services Agency

For the year **2003**



*Fred Crumley*

January 15, 2004

Fred Crumley, MS, ARM  
Loss Control Specialist



## GIG HARBOR HIGH SCHOOL

5101 Rosedale Street Northwest  
Gig Harbor, Washington 98335  
(253) 851-6131  
(253) 858-5656 Fax

MIKE WEST  
Principal  
JUDI CLEGHORN  
Assistant Principal  
LILLIAN HUNTER EBERSOLE  
Assistant Principal

Gig Harbor City Council  
3510 Grandview St.  
Gig Harbor, Wa 98335  
Jan. 22, 2004

Dear Council members:

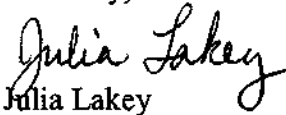
We are writing to secure permission for a garden project at Wilkinson Farm City Park. Dave Brereton, Director of Operations for the parks, is in favor of the project. We would like to garden in a plot 25' by 25' to the west of the holly area near the road where the park plot map actually shows a garden! We would like to use the site where the family garden was located so the soil will be easier to work. We are designing a garden that will not need fencing nor regular irrigation.

Project coordinators are Julia Lakey and Steve Burkhart. We teach at Gig Harbor High School and each of us has been organic gardening for over 35 years. Mr. Burkhart is also a nurseryman and locally ran a professional nursery service for 12 years. We team teach a class of seventeen and eighteen year olds who typically learn kinesthetically or from "hands on" learning opportunities. We plan to grow herbs, short season crops and some long season crops that are drought hardy during the summer months. Produce would be eaten by students in our class and available to the cooking classes at Gig Harbor High School. With a greater surplus we could explore other outlets such as the food bank.

With your permission for the project we only need signage on the property and hopefully availability of some mulch material to spread after the crops are up. We are enclosing a letter of support from Mike West, Gig Harbor High School Principal. We would be happy to provide more information at your request. Julia Lakey is the contact person at 851-6131 with email at [lakeyj@peninsula.wednet.edu](mailto:lakeyj@peninsula.wednet.edu)

We would like to begin preparing the soil in February so we have a full semester of activities with our students.

Sincerely,

  
Julia Lakey

  
Steve Burkhart

cc: Dave Brereton



**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: NEWSPAPER BID**  
**DATE: JANUARY 21, 2004**

**INFORMATION/BACKGROUND**

In accordance with Gig Harbor Municipal Code, Chapter 1.20, the City shall solicit bids for the City's "official newspaper."

We have received two bids, which are attached.

**RECOMMENDATION**

Staff recommends a motion to award official newspaper status to the Peninsula Gateway for the year 2004.



January 16, 2004

Mark Hoppen  
City Administrator  
3510 Grandview St.  
Gig Harbor, WA 98335  
RE: BID-OFFICIAL NEWSPAPER



Dear Mr. Hoppen:

Thanks you for the opportunity to bid on the designation as "Official Newspaper" for the City of Gig Harbor. This letter is our formal bid for the city's legal advertising.

The Peninsula Gateway is a newspaper of general circulation in the City of Gig Harbor. Over 11,900 households purchase The Peninsula gateway each week through home delivery and newsstand outlets in the Gig Harbor/Peninsula area. We publish 1 time each week on Wednesday, 52 weeks per year.

The Peninsula Gateway is a business located in the city limits of Gig Harbor. We employ more than 40 full and part-time employees, and through our commercial web press printing division bring in more than \$2 million out-of-town dollars into our community each year.

For the 2004 calendar year, we are proposing a rate of .5964 cents per agate line or \$8.35 per column inch, a 5.2% increase over 2003

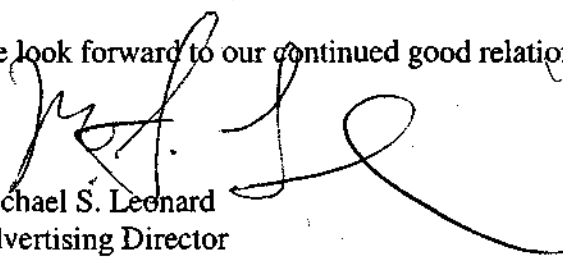
Type size: 6 point  
Column width: 11 picas

Advertising Representative for Legal Advertising:

Donna Natucci,  
Phone: 253-853-9222  
Fax: 253-851-3939  
Email: [donna.natucci@mail.tribnet.com](mailto:donna.natucci@mail.tribnet.com)

The Peninsula Gateway's Legal advertising rate offered to the City of Gig Harbor is effective December 29, 2003 through December 26, 2004.

We look forward to our continued good relationship with the City of Gig harbor.

  
Michael S. Leonard  
Advertising Director  
(253) 853-9241

# THE NEWS TRIBUNE

THE NEWSPAPER FOR THE SOUTH SOUND

January 16, 2004

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

## RE: BID - OFFICIAL NEWSPAPER

To the City Council:

The News Tribune is a major newspaper in the Peninsula area, publishing 7 days a week, 365 days a year, with a general circulation of 128,699 daily, 145,465 Sunday.

Circulation in the City of Gig Harbor    **7,245 Daily 8,831 Sunday**

Type size:                    7 point  
Column width:                6 picas 6 points  
\*NOTE: Legal notices publish in 2-column wide format

Advertising Representatives for legal advertising:

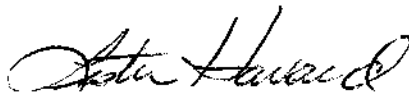
Terri Armour / Tonia Kirk      Phone 253-597-8605      FAX: 253-597-8473  
E-mail: [legals@thenewstribune.com](mailto:legals@thenewstribune.com)

The News Tribune's legal advertising rate offered to the City of Gig Harbor, effective thru December 31, 2004, is:

\$2.43 per line, per column, per day weekdays (includes posting notice on TRIBnet.com)  
\$2.86 per line, per column, per day weekends (includes posting notice on TRIBnet.com)

Affidavits are sent by request with a fee of \$8.50 per ad for any number of affidavits;  
Tearsheets are sent by request at no charge.

Thank you for your consideration of this bid.



Lester Havard, Advertising Sales Manager  
The News Tribune, Tacoma, WA  
(253)597-8619



"THE MARITIME CITY"

ADMINISTRATION

**TO: CITY COUNCIL**  
**FROM: MAYOR GRETCHEN WILBERT**  
**SUBJECT: ADVISORY COMMITTEES**  
**DATE: JANUARY 21, 2004**

**INFORMATION/BACKGROUND**

I invited Councilmembers to self-select the committees that may be of interest to them for the upcoming year. The following list is a result of that invitation.

Finance Committee: Councilmembers Ekberg, Conan, and Young.  
Public Safety: Councilmembers Dick, Picinich, and Ruffo.  
Community Development: Councilmembers Dick, Franich, and Young.  
Parks: Councilmembers Conan, Ruffo, and Ekberg.

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

**RECOMMENDATION:**

A motion accepting these appointments for the Council Committees for 2004.



**TO: CITY COUNCIL**  
**FROM: MAYOR GRETCHEN WILBERT**  
**SUBJECT: MAYOR PRO TEM FOR 2004**  
**DATE: JANUARY 21, 2004**

*GW*

**INFORMATION/BACKGROUND**

At the second regular meeting in January of each year, the GHMC calls upon the members of the City Council to elect a mayor pro tempore, who in case of the absence of the Mayor, performs the duties of Mayor.

I would like to thank Councilmember Bob Dick for serving as Mayor Pro Tem during 2003, and recommend that Councilmember Jim Franich be elected to Mayor Pro Tem for this upcoming year.

**RECOMMENDATION**

A motion to approve the election of Jim Franich to Mayor Pro Tempo rare for the year 2004.



TO: CITY COUNCILMEMBERS  
FROM: MAYOR GRETCHEN WILBERT *gw*  
SUBJECT: APPOINTMENT TO THE PLANNING COMMISSION  
DATE: JANUARY 21, 2004

**INTRODUCTION / BACKGROUND**

As we welcome Paul Conan as our new City Councilmember, we find the need to fill his position on the Gig Harbor Planning Commission.

Following a recruitment ad for persons interested in serving on the Planning Commission, one application was received. Scott Wagner has indicated an interest in the position, which expires in June of 2005.

**RECOMMENDATION**

To appoint Scott Wagner to complete the term vacated by Paul Conan on the Gig Harbor Planning Commission.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: WATER LEAK DETECTION SURVEY**  
**CONSULTANT SERVICES CONTRACT – INSPECTION SERVICES**  
**DATE: JANUARY 26, 2004**

**INTRODUCTION/BACKGROUND**

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

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

Council approval of the Consultant Services Contract is requested.

**POLICY CONSIDERATIONS**

Utility Services Associates meets all of the city's standard insurance provisions excluding professional liability service, which, for this contract, is not necessary.

**FISCAL CONSIDERATIONS**

This project was anticipated in the adopted 2004 Budget and is within the 2004 Water Operating budgeted allocation of \$5,000, objective #5.

**RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with Utility Services Associates for consulting and surveying services related to the water leak detection program in an amount not to exceed two thousand eight hundred forty-seven dollars and zero cents (\$2,847.00).

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

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

**RECITALS**

WHEREAS, the City is presently engaged in the consulting services of Hughes Supply Inc. for water leak detection and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 9, 2004 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 Two thousand eight hundred forty-seven dollars and zero cents (\$2,847.00) 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 – Scope of Work**. 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 March 1, 2003 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.

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  
Robert Meston  
Hughes Supply Inc.  
10013 MLK Jr. Way South  
Seattle, Washington 98178  
(206) 725-3441

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

## **XVII. Assignment**

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

## **XVIII. Modification**

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

## **XIX. Entire Agreement**

**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 \_\_\_\_\_, 2004.

CONSULTANT  
By: Robert Meston  
Its Principal Branch Manager

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

Notices to be sent to:  
CONSULTANT  
Robert Meston *Hughes Supply, Inc.*  
~~Utility Services Associates~~  
10013 MLK Jr. Way South  
Seattle, Washington 98178  
(206) 725-3441

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

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 Rob Meston is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Branch Manager of Hughes Supply, Inc. Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-21-04



Lowell G. Agtani  
 \_\_\_\_\_  
 LOWELL G. AGTANI  
 (print or type name)

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

KING COUNTY  
 My Commission expires: 5-29-05

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF PIERCE            )

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

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

\_\_\_\_\_

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES**



January 9, 2004

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

RECEIVED  
JAN 12 2004  
CITY OF GIG HARBOR  
PUBLIC WORKS DEPT

Dear Mr. Brereton:

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

**CONFIRMED SCHEDULE**

This letter is to serve as confirmation of previously discussed scheduling. Our Field Technician, **Geoff Ashworth** with equipment will meet you at **5116 89th St N at 7:00 am on Monday, February 23, 2004**. This project has been scheduled for **3 day(s)**.

<b>The charge for this project is:</b>	
<b>3 day(s) @ \$949.00 per day:</b>	<b>\$2,847.00</b>
<b>Mobilization Charge:</b>	<b>\$ 000.00</b>

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

Thank you for allowing us to serve you.

Sincerely,

  
Steve Hancey  
Consultant





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: CONSULTANT SERVICES CONTRACT**  
**PIONEER WATER MAIN REPLACEMENT PROJECT, CWP-0301**  
**GEOTECHNICAL MATERIALS TESTING**  
**DATE: JANUARY 26, 2004**

**INTRODUCTION/BACKGROUND**

Materials testing assistance is necessary for this project to ensure the materials used meet the requirements of the plans and specifications. All materials testing must be performed in accordance with the requirements and procedures of the Washington State Department of Transportation (WSDOT).

The materials testing firm of Krazan & Associates, Inc was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, and extensive past testing experience with the city.

Council approval of the Consultant Services Contract is requested.

**POLICY CONSIDERATIONS**

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

**FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2004 Budget and is within the 2004 Water Operating budgeted allocation of \$115,000, objective 12.

**RECOMMENDATION**

I recommend that the Council authorize execution of the Consultant Services Contract with Krazan & Associates, Inc. for materials testing services for the Pioneer Water Main Replacement Project in the amount not to exceed five thousand three hundred sixty dollars and ninety cents (\$5,360.90).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan & Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business 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 Pioneer Watermain 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 January 20, 2004, 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 five thousand three hundred sixty dollars and ninety cents (\$5,360.900) 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 – Scope of Work**. 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 June 30, 2004; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## VIII. Insurance

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

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

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

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. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the 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**  
Jeff Bowers, Construction Services Manager  
Krazan & Associates, Inc.  
20714 State Hwy. 305 NE, Suite 3C  
Poulsbo, WA 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: Jeff Bowers  
Its Principal

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

Notices to be sent to:

CONSULTANT  
Jeff Bowers, Construction Services Manager  
Krazan & Associates, Inc.  
20714 State Hwy. 305 NE, Suite 3C  
Poulsbo, WA 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:

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

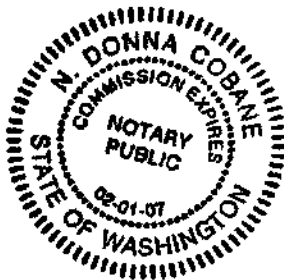
ATTEST:

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

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF Kitap            )

I certify that I know or have satisfactory evidence that Jeff Bowers 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 Krazan & Associates Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/21/04



N. Donna Cobane

N. Donna Cobane  
(print or type name)

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

Kitap County

My Commission expires: 02/01/07

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 SCOPE OF SERVICES**

January 20, 2004

*KA Proposal No.:*

P04-006P  
Page 1 of 4

*Client:* City of Gig Harbor  
MR. GUS GARCIA  
3510 Grandview St.  
Gig Harbor, WA 98335

*Telephone:* (253) 851-4278  
*Fax:* (253) 853-7597

*Project:* **Pioneer Way Water Main Replacement/Gig Harbor, WA**

Dear Mr. Garcia:

We would like to take this time to introduce ourselves to you. Krazan & Associates, Inc. has been providing site development engineering services on the West Coast for twenty years and in the Pacific Northwest for five 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/ICBO 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

**With Offices Serving The Western United States**

20714 State Hwy. 305 N E Ste. 3C - Poulsbo, WA 98370 (360) 598-2126 Fax: (360) 598-2127

**EXHIBIT B  
SCHEDULE OF RATES AND  
ESTIMATED HOURS**

DESCRIPTION	UNIT	RATES		AMOUNT
Soils Compaction Inspection - Regular	48	\$39.00	hr.	\$1,872.00
Soils Compaction Inspection - Overtime	15	\$58.50	hr.	\$877.50
Nuclear Densometer Rental/Security Fee	19	\$10.00	ea.	\$190.00
Asphalt Inspection - Regular	0	\$39.00	hr.	\$0.00
Asphalt Inspection - Overtime	8	\$58.50	hr.	\$468.00
Reinforced Concrete Inspection - Regular	0	\$39.00	hr.	\$0.00
Reinforced Concrete Inspection - Overtime	0	\$58.50	hr.	\$0.00
Compressive Strength Samples {concrete, grout, mortar}		\$17.00	ea.	\$0.00
Project Management	2	\$55.00	hr.	\$110.00
Report Preparation/Processing	2	\$40.00	hr.	\$80.00
Sample Pick Up		\$40.00	ea.	\$0.00
Mileage	1440	0.36	mile	\$518.40
Moisture Density Relationship {ASTM D1557}	3	\$180.00	ea.	\$540.00
Soil Sieve Analysis {ASTM C136}	4	\$95.00	ea.	\$380.00
Asphalt Rice Analysis	1	\$100.00	ea.	\$100.00
Asphalt Extraction/Gradation {ASTM D2172}	1	\$225.00	ea.	\$225.00
<b>CONSULTING SERVICES IF REQUIRED</b>				
Field Geologist/Field Engineer		\$60.00	hr.	\$0.00
Senior Engineering Geologist		\$75.00	hr.	\$0.00
Senior Environmental Geologist		\$80.00	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>\$5,360.90</b>

**NOTES:**

All inspections performed will be billed on a portal-to-portal basis unless specifically noted otherwise. Overtime charges will be billed more than the estimated amount. The standard turn around time for proctor/sieve analyses will be three (3) business days from the time the soil sample is delivered to the lab. A four-hour minimum charge applies to structural steel inspection services. Additional services requested in addition to the quantities above will be billed at our current rates. We estimate a minimum of 40-yard concrete placement based on plan takeoffs. Please sign the attached CONTRACT to set prices for this project. This offer terminates ninety calendar days from the date of issue, unless otherwise stated and agreed.

**Krazan & Associates, Inc.**



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: BUILDING SIZE ANALYSIS - FINAL REPORT**  
**DATE: JANUARY 26, 2004**

**INFORMATION/BACKGROUND**

A 2003 Planning Budget Objective called for conducting a 'Building Size Analysis':

***Building size analysis.** Solicit professional consultant services for the purposes of conducting a comprehensive review of the issue of building sizes limitations. Such a review would take in to consideration the local environment, and economics, and result in a written report/presentation that would outline alternatives and recommendations for consideration. **\$25,000 December***

In August 2003, the Council approved a consultant services contract with Perteet Engineering, Inc. for the Building Size Analysis project. The project is now complete and the consultant presented an oral report outlining alternatives and recommendations to the Council at the December 8, 2003 meeting.

The final written report has now been completed and includes the consultant/task force recommendations on the building size limits. The document summarizes the project and existing limits, the Planning Commission proposed limits, and the recommendations of the task force. These recommendations were made after extensive interviews, two public comment meetings, and serious, well-considered deliberations by the task force.

The project is complete and ready for formal consideration by the Council.

**RECOMMENDATION**

No action is needed at this time. However, if the Council is desirous of implementing any of the alternatives outlined in the written report, direction to staff is appropriate.

L:\Council Memos\2004 Council Memos\2004-Building Size Analysis Final Report.DOC



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: STORMWATER FACILITIES MAINTENANCE AGREEMENT AND**  
**RESTRICTIVE COVENANT**  
**PARK PLAZA OFFICE BUILDING**  
**DATE: JANUARY 26, 2004**

**INTRODUCTION/BACKGROUND**

The City has required private on-site storm water detention facilities to be constructed in conjunction with the Hollycroft, LLC development commonly referred to as Park Plaza. As specified in Section 14.20.530, Gig Harbor Municipal Code (GHMC), a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the City a nonexclusive right of entry onto those portions of the property immediately adjacent to the storm water facilities for the purpose of inspection of the facilities, and further requires that the property owner perform his/her own regular inspection and maintenance of the facilities at the property owner's expense.

The City's standard Storm water Facilities Maintenance Agreement and Restrictive Covenant has been drafted and approved by Carol Morris, City Attorney.

Council approval of the agreement is requested.

**FISCAL CONSIDERATIONS**

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

**RECOMMENDATION**

I recommend approval of the agreement as presented.

## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Hollycroft, LLC, residing at 5715 Wollochet Dr NW, Gig Harbor, WA (hereinafter "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Park Plaza, (hereinafter the "Property") and legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

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

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of North Pacific Design on July 23, 2001 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

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

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

## TERMS

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

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

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

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

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

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



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

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

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

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

To the Owner:  
Mr Gordon Rush.  
Hollycroft, LLC  
5715 Wollochet Dr NW  
Gig Harbor WA, 98335

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

**THE CITY OF GIG HARBOR**

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


**OWNER**

By: \_\_\_\_\_  
Print Name: GORDON D. RUSH  
MANAGING MEMBER

ATTEST:

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

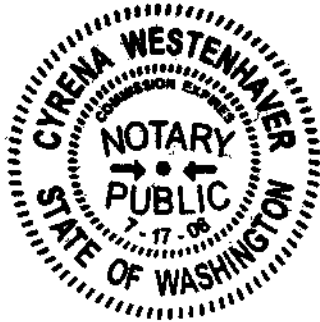
APPROVED AS TO FORM:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

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

DATED: 11/25/03



Cyrena Westenhaver  
Notary Public in and for the  
State of Washington,  
Title: NOTARY PUBLIC  
My appointment expires: 7/17/06

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

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: \_\_\_\_\_

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

EXHIBIT A

LEGAL DESCRIPTIONS

PARCEL A

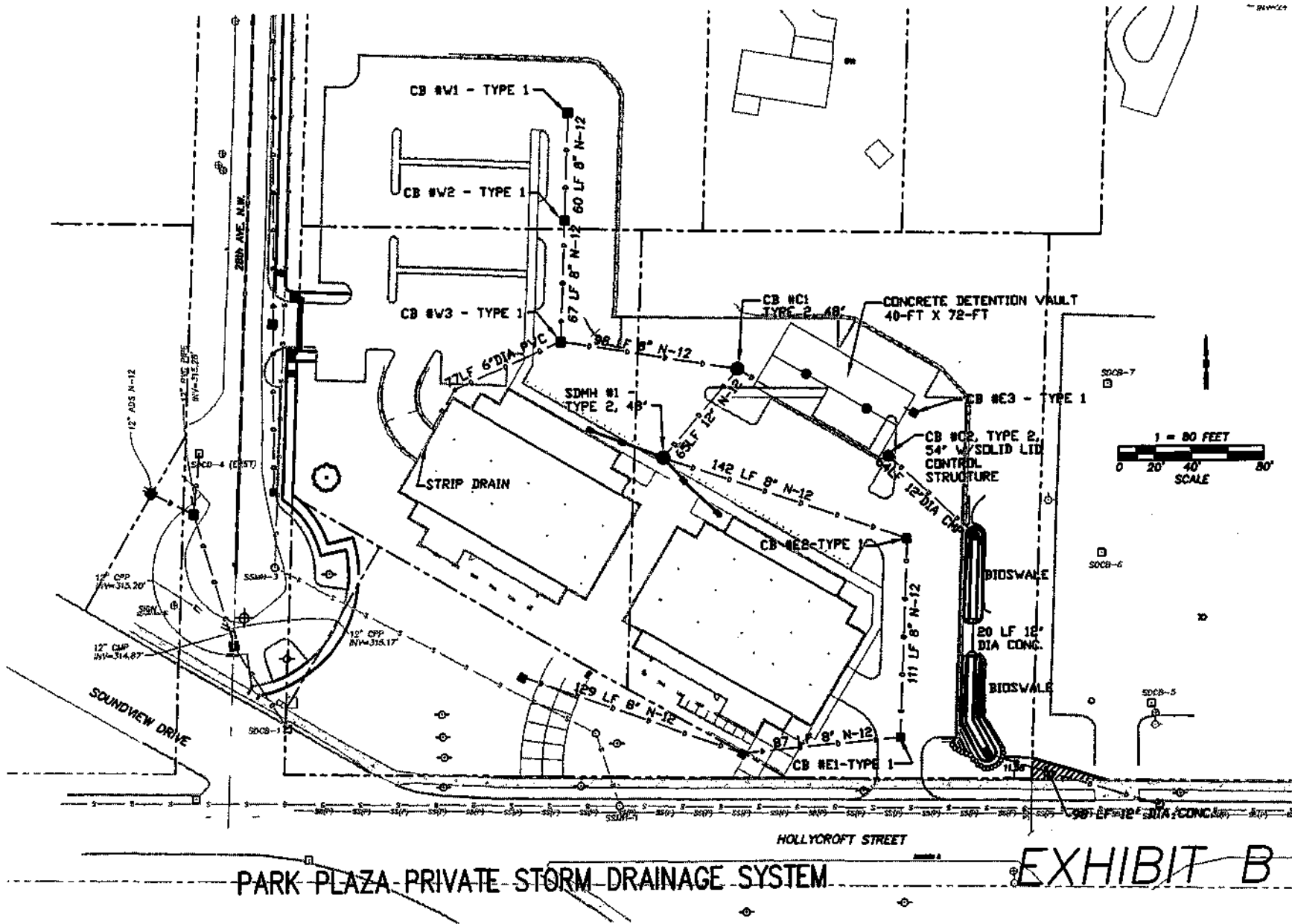
LOT 1 OF SHORT PLAT 80-297 IN THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4, OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.  
SITUATE IN PIERCE COUNTY, WASHINGTON.

PARCEL B

LOT 2 OF SHORT PLAT 80-297 IN THE SOUTHWEST 1/4, OF THE NORTHEAST 1/4, OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.  
SITUATE IN PIERCE COUNTY, WASHINGTON.

PARCEL C

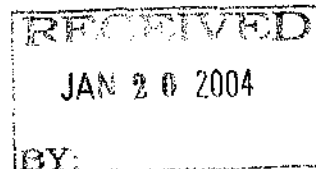
WEST 252.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT OF SHORE ACRES. EXCEPTING THE WEST 30.00 FEET THEREOF FOR COUNTY ROAD.  
SITUATE IN PIERCE COUNTY, WASHINGTON.



WASHINGTON STATE LIQUOR CONTROL BOARD-License Services  
1025 E Union - P O Box 43075  
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

January 15, 2004



SPECIAL OCCASION # 368424

GIG HARBOR SCHOOL SPORTS BOOSTERS  
5101 ROSEDALE ST NW  
GIG HARBOR, WA 98335

DATE: APRIL 3, 2004

TIME: 9AM TO 11:59PM

PLACE: GIG HARBOR YACHT CLUB - 8209 STINSON AVE, GIG HARBOR

CONTACT: LISA LARSEN - 253-549-4909

SPECIAL OCCASION LICENSES

- \*  License to sell beer on a specified date for consumption at specific place.
- \*  License to sell wine on a specific date for consumption at a specific place.
- \*  Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- \*  Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES\_\_\_ NO\_\_\_
2. Do you approve of location? YES\_\_\_ NO\_\_\_
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES\_\_\_ NO\_\_\_

OPTIONAL CHECK LIST

EXPLANATION

LAW ENFORCEMENT	_____	YES___ NO___
HEALTH & SANITATION	_____	YES___ NO___
FIRE, BUILDING, ZONING	_____	YES___ NO___
OTHER:	_____	YES___ NO___

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

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



**To: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: LAUREEN LUND, MARKETING DIRECTOR**  
**DATE: JANUARY 21, 2004**  
**SUBJECT: 2004 CONTRACTS**

The first four of six contracts are attached for 2004 Hotel-Motel distribution. Attached you will find contracts for:

Kitsap Visitor and Convention Bureau Budgeted 2004	\$5000
Gig Harbor Peninsula Area Chamber of Commerce Budgeted 2004	\$8500
The Tacoma Regional Convention and Visitor Bureau Budgeted 2004	\$21,000
Kimberly Svetin, Public Relations Independent Contractor Budgeted 2004	\$12,000

**FISCAL CONSIDERATIONS**

All of these expenses are budgeted in the 2004 Marketing Office budget from hotel-motel tax.

**RECOMMENDATION**

I recommend approval of the contracts as presented.



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

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

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

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

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

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council for the City to provide Eight Thousand Five Hundred Dollars (\$8500.00) in funding to the Chamber for the purposes authorized by statute and this Agreement; and

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

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

**Section 1. Scope of Activities.** The City shall provide Eight Thousand Five Hundred Dollars (\$8500.00) in funding to the Chamber to perform the following activities and no others:

- A. Manage the daily incoming website requests for visitor guides including the updating for the database with information from Visitor Guide request form. This will involve delivering the mail periodically to the City Marketing Director when she is not available to come and pick it up. Manage the bulk mail projects of visitor guides as directed by the City Marketing Director through advertising inquiries.
- B. Rebuild the City of Gig Harbor/Chamber tourism database and include Tour Operator, and media information to be provided by the City Marketing Director for mailing and emailing purposes. Additionally continue to build and merge the Visitor Database and purge the old addresses as postmark and other information to

update the database. Additionally add visitor information from walk-ins, phone calls etc.

- C. Maintain the Visitor Guide stock, on a once a week basis at three (3) locations (one at Finholm, one at Jerisich and one on Pioneer).
- D. Manage the daily visitor requests, via telephone, website, walk-ins by adding information to existing City/Chamber tourism database.
- E. Catalogue and clip newspaper articles about Gig Harbor that relate to tourism for the tourism archives.
- F. Maintain the Welcome Center for visitors including design and purchase of a new sign that is in keeping with all other City of Gig Harbor signage and includes the City of Gig Harbor logo (up to \$500 of \$8500).

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties, and shall terminate on December 31, 2004 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3. Funding.** The total amount of funds provided by the City to the Chamber shall not exceed Eight Thousand Five Hundred Dollars (\$8500.00) and will be paid upon receipt of invoice from the Chamber. The Chamber shall perform the activities and expend the funds prior to December 31, 2004. Any funds not spent by December 31, 2004 shall be promptly returned to the City.

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

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

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

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

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

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

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

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

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

DATED this 5th day of January, 2004.

**CITY OF GIG HARBOR**

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


ATTEST:

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

APPROVED AS TO FORM:

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

THE GIG HARBOR PENINSULA AREA CHAMBER OF COMMERCE

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

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

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

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

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

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

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Twenty One Thousand Dollars (\$21,000.00) in funding to the Convention and Visitor Bureau for the purposes authorized by statute and this Agreement; and

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

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

**Section 1. Scope of Activities.** The City shall provide Twenty One Thousand Dollars (\$21,000.00) in funding to the Convention and Visitor Bureau to perform the following activities and no others:

- A. Meeting Marketing and Direct Sales – The CVB Sales Directors will market and sell Gig Harbor to professional meeting planners through out the year through direct contact via sales calls and visits as well as familiarization tours.
- B. Attending Trade Shows – The CVB Sales Directors will represent Gig Harbor at tourism industry trade shows, both nationally and internationally, where direct contact with tour operators, tour brokers, convention and meeting planners and media provide one-on-one opportunity to sell Gig Harbor as a destination

- C. Database Marketing – The CVB Marketing Director will identify the best prospects for communicating, booking and tracking conventions and overnight stays in Gig Harbor.
- D. Site Inspections – The CVB Sales Director will accompany industry planners, convention organizers and tour operators on familiarization tours of Gig Harbor and its hotel properties when needed through out the year.
- E. Public Relations – The CVB Public Relations Director will serve as a support contact for consumer and trade media seeking information about Gig Harbor as well as escort media to Gig Harbor for familiarization tours when requested.
- F. Media Visits – The CVB Public Relations Director will coordinate individual travel arrangements or provide tours for visiting travel media on assignment interested in visiting Gig Harbor.
- G. Tours – The CVB Tourism Sales Manager will coordinate site inspections and develop itineraries for Gig Harbor to showcase Gig Harbor to tour operators as an overnight destination.
- H. Promotional Materials – The CVB Marketing Director will update the Travel Planner Guide with new itineraries and events that feature Gig Harbor. In addition the CVB will provide half page on Gig Harbor in the 2005 Tacoma Regional Visitor Guide and distribute 100,000 copies of such guide.
- I. Web Presence – The CVB Marketing Director will provide Gig Harbor focused visitor information and links from [www.traveltacoma.com](http://www.traveltacoma.com) and maintain a current Events Listing for Gig Harbor on the TCVB Website.
- J. Community Relations – The CVB Executive Director will develop a speaking program and schedule meetings with Gig Harbor area organizations to establish destination marketing needs and assessment.
- K. Results – The CVB Marketing Director will produce an annual report and detailed quarterly reports with trackable results for presentation at the Gig Harbor Lodging Tax Advisory Committee quarterly meetings.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2004 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3. Distribution and Payment.** The total funding provided by the City to the Convention and Visitor Bureau under this Agreement shall not exceed Twenty One Thousand Dollars (\$21,000.00) and will be paid upon receipt of invoice from the Convention and Visitor Bureau. The Convention and Visitor Bureau shall expend the funds prior to December 31, 2004. Any funds not spent by December 31, 2004 shall be promptly returned to the City.

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

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

**Section 6. Reporting.** The Convention and Visitor Bureau agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

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

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

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

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

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

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

DATED this 5th day of January, 2004.

**THE CITY OF GIG HARBOR**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**THE TACOMA-PIERCE COUNTY  
CONVENTION AND VISITOR BUREAU**

By Ruthie Reinert  
Its Executive Director



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

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Kitsap Visitor and Convention Bureau, a Washington corporation, Port Gamble Washington, (hereinafter the "VCB"), for tourism promotion activities as described in this agreement.

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

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

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

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Five Thousand Dollars (\$5000.00) in funding to the VCB for the purposes authorized by statute and this Agreement; and

**WHEREAS**, the City desires to provide the funds to the VCB, to perform the activities described herein; Now, Therefore,

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

**Section 1. Scope of Activities.** The City shall provide Five Thousand Dollars (\$5000.00) in funding to the VCB to perform the following activities and no others:

- A. Meeting Marketing and Direct Sales – The VCB Staff will market and sell Gig Harbor to professional travel professionals and individual travelers through out the year through inclusion in the Kitsap Travel Planner Guide and Kitsap Visitor Guide.
- B. Promotion and Marketing – The VCB Staff will market Gig Harbor in all of their promotional opportunities and include Gig Harbor as part of all aspects of the Kitsap VCB including website, newsletter and media and press contacts.
- C. Public Relations – The VCB Staff will serve as a support contact for consumer and trade media seeking information about Gig Harbor .

- D. Results – The VCB Marketing Director will produce an annual report and detailed quarterly reports with trackable results for presentation at the Gig Harbor Lodging Tax Advisory Committee quarterly meetings.

**Section 2.** **Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2004 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3.** **Distribution and Payment.** The total funding provided by the City to the VCB under this Agreement shall not exceed Five Thousand Dollars (\$5000.00) and will be paid upon receipt of invoice from the VCB. The VCB shall expend the funds prior to December 31, 2004. Any funds not spent by December 31, 2004 shall be promptly returned to the City.

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

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

**Section 6.** **Reporting.** The VCB agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

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

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

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

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

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

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

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

DATED this 5th day of January, 2004.

**THE CITY OF GIG HARBOR**

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

ATTEST:

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

APPROVED AS TO FORM:

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

THE KITSAP VISITOR AND CONVENTION BUREAU

By   
Its EXECUTIVE DIRECTOR

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

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

**RECITALS**

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

WHEREAS, the Consultant agrees to perform the services more specifically described in Exhibit A Scope of Service, dated November 12, 2003, all of which are attached hereto as Exhibit A, 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:

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount hourly rate of \$100.00, not to exceed \$1000 per month or \$12,000.00 for the duration of this agreement for the services described in Exhibit A herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

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

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

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

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

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by December 31, 2004.

### **V. Termination**

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

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

## VI. Discrimination

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

## VII. Indemnification

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

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

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

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

## VIII. Insurance

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

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

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

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

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

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

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

### **IX. Exchange of Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

#### **XVII. Assignment**

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

#### **XVIII. Modification**

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF GIG HARBOR

By: *Kim M. Svetin*  
KIMBERLY SVETIN

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

APPROVED AS TO FORM:

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

ATTEST:

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

## **Exhibit A**

### **SCOPE OF SERVICES**

#### **Gig Harbor Public Relations**

1. Kimberly Svetin (The Consultant) will meet on a regular, agreed upon basis with the City of Gig Harbor Marketing Director to develop and implement and track a measurable public relations campaign for 2004.
2. The Consultant will develop a list of potential travel writers as well as a list of publication placements based on discussions with the City of Gig Harbor Marketing Director during January 2004. The Consultant will recruit travel writers to write about Gig Harbor through out 2004, based on the goals set with the Marketing Director at the first of the year.
3. The Consultant will work with the Marketing Director in January 2004 to develop potential itineraries for the travel writers to participate in when visiting Gig Harbor
4. The Consultant will update the current Gig Harbor Press Kit with the following information; fact sheet, history and traditions information, attractions and activities information, accommodations information early in 2004. The Consultant will assist the Marketing Director on developing a target list to mail the newly developed press kit in early 2004.
5. The Consultant will secure *at least* 20 travel writers to visit Gig Harbor during 2004 either in a group press trip or individually. The 20 travel writers will be verified by Consultant as legitimate writers with a proven track record of published articles in the target publications identified by the Marketing Director. Working with the Marketing Director specific press trips will be developed and writers secured to participate with a guarantee of 20 participants from February 2004- December 2004.
6. The Consultant will provide monthly reports regarding work completed, contacts made and successes achieved based on goals set by the Marketing Director at the beginning of the year. Additionally the Consultant will provide tear sheets of editorial achieved each month. All of these will be provided with the monthly invoice prior to payment.

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

**In Exchange for the Services above**

Kimberly Svetin will be paid by the City of Gig Harbor \$100.00 an hour for the services described in Exhibit A Scope of Services, up to a maximum amount of \$1000.00 per month, not to exceed \$12,000.

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

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

MO\AGREEMENT\CURRENT\CSCMASTER98-rev.doc

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/09/2004

PRODUCER (425)898-8780 FAX (425)836-2865  
Sammamish Insurance, Inc.  
704 228th Ave NE, PMB 373  
Sammamish, WA 98074  
Allen Fugitt CPCU

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED OCEAN BLUE COMMUNICATIONS INC.  
1603 42ND ST. NW  
GIG HARBOR, WA 98335

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Casualty Ins. Co.	29424
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ/JECT <input type="checkbox"/> LOC	52SBAPP1785	01/02/2004	01/02/2005	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	52SBAPP1785	01/02/2004	01/02/2005	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		<del>XXXXXX</del> <b>EMPLOYER LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	52SBAPP1785	01/02/2004	01/02/2005	NO STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder is added as an additional insured.

### CERTIFICATE HOLDER

City of Gig Harbor  
Attn: Mrs Lauren Lund, Marketing Director  
3510 Grandview St.  
Gig Harbor, WA 98335

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCILMEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: CONTINUED SECOND READING OF ORDINANCE -**  
**CALCULATION OF DENSITY IN RESIDENTIAL ZONES**  
**DATE: JANUARY 26, 2004**

**INFORMATION/BACKGROUND**

Attached for your consideration and for second reading is an ordinance amending the definition of alleys, (GHMC section 17.04.030), Planned Residential Developments, (17.89.100), Planned Unit Developments, (17.90.090); and repealing the definition of net buildable lands, (GHMC 17.04.128).

The proposed changes are intended to provide clarification on how residential density is determined in all zones within the city, except Planned Community Development – Residential Low Density (PCD-RLD), which calculates density based on gross acreage specifically. Currently, the "net buildable lands" definition is *applied* to the entire city, but *referenced* only by GHMC 17.89 Planned Residential Development.

Recently a proposal was submitted to the city that utilized tidelands in calculating allowed density. Staff informed the applicant that the inclusion of tidelands was not allowed when calculating density, as per the City's definition of net buildable lands, (current GHMC 17.04.030). The applicant then requested an Administrative Interpretation from the Community Development Director. The Director's decision affirmed that tidelands were not to be included. The applicant then appealed the Administrative Interpretation to the Hearing Examiner. The Hearing Examiner agreed with staff's interpretations and upheld the decision.

The proposed amendments do not substantially change the way the City currently calculates density. The intent is to clarify existing language and make the applicability more apparent for future projects by refining the explanation and applicability of net buildable area, and eliminating all unnecessary references. The changes ensure that all areas that are not buildable due to environmental constraints or access requirements are not included in the buildable area calculation.

Further, as alleys are considered to be desirable elements of residential projects, (Design Manual pg.22, #2), they should be encouraged by not subtracting them from net buildable area. In order to do this we must first define alleys, and then allow them within the calculation of net buildable area.

The Planning Commission held a public hearing on the proposed amendments on November 6, 2003. Two individuals testified at the hearing, both of which stated that they felt that wetlands should not be subtracted from gross land area when calculating net buildable area. Written comments were also submitted from Talmo, Inc., Olympic Property Group, and the Master Builder's Association – all opposing the proposed ordinance because they believed the City's net buildable lands definition resulted in density too low to make projects pencil or to meet growth objectives. The staff suggested that their concerns might be more directly addressed by amending the City's density allowances rather than addressing it in the definition of net buildable land. After a brief discussion following public testimony, the Planning Commission voted unanimously to recommend approval of the proposed amendments without changes. Copies of the written comments and November 6, 2003 Planning Commission Minutes were included in the memo for the first reading of this ordinance.

The 60 day notice to state agencies for proposed amendments to development regulations was sent on October 13, 2003. As such, final action on this amendment needed to be held until after December 15, 2003.

On November 24, 2003, the City Council held a first reading of the proposed ordinance. At that meeting there was discussion of including wetland buffers in net buildable area. The Council then directed staff to research the areas of wetlands the areas of wetlands and wetland buffers in the City to determine the impacts to the City's residential capacity if these areas are excluded from the net buildable land calculations. Accordingly, using the City's GIS system, staff analyzed the impacts and found the following:

Existing Net Capacity (excludes roads, wetlands and their buffers)	1,841 units
Remove roads and wetlands	1,904 units
Remove roads only	2,017 units
Gross density	2,363 units

Details for the above figures were included in the November 24, 2003 Council memo.

Anticipating that the Council may want to consider including wetland buffers in the final ordinance, two alternative ordinances have been prepared, one with buffers excluded, and one with buffers included. Additionally, all other editing as discussed has been completed.

**POLICY CONSIDERATIONS**

As this particular amendment is intended to provide clarification and organization to existing density calculation policies, there is very limited functional change.

**ENVIRONMENTAL ANALYSIS**

A SEPA threshold Determination of Non-significance (DNS) was issued for the proposed amendments on October 15, 2003. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on October 15, 2003. A copy of the SEPA determination was included with the memo for the first reading of this ordinance.

**FISCAL IMPACTS**

There are no adverse fiscal impacts associated with this amendment.

**RECOMMENDATION**

The staff recommends that the City Council determine if wetland buffers should be included in the calculation of net buildable land area and adopt the appropriate ordinance as proposed.



**OPTION A – Wetland Buffers Included  
in Net Buildable Area**

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING A NEW CHAPTER TO ADDRESS THE CALCULATION OF DENSITY IN RESIDENTIAL ZONES, REPEALING THE DEFINITION OF “NET BUILDABLE LANDS” IN THE ZONING CODE AND ELIMINATING REFERENCES TO “NET BUILDABLE LANDS” IN THE ZONING CODE, AMENDING THE DEVELOPMENT STANDARDS FOR PLANNED RESIDENTIAL DEVELOPMENTS TO REFERENCE THE NEW CHAPTER FOR CALCULATION OF DENSITY; AMENDING THE DEFINITION OF “ALLEY”; ADDING A NEW CHAPTER 17.05; AMENDING GHMC SECTION 17.04.030, 17.89.100, 17.90.040 AND 17.90.090; AND REPEALING GHMC SECTION 17.04.128.

---

WHEREAS, the City adopted a definition of “net buildable lands” in the Zoning Code to calculate the allowed density in residential zones; and

WHEREAS, the Zoning Code needs to reference the method for determining density in a more comprehensive manner and to clarify the fact that such method for calculation of density applies to all residential zones; and

WHEREAS, if the City adopts a separate chapter addressing the manner in which density is calculated, there does not need to be individual references to “net buildable lands” in the Zoning Code (specifically the PRD or PUD chapters); and

WHEREAS, the method for determining density described in this Ordinance excludes certain features and improvements on the site, such as public rights-of-way and private streets, but the City encourages development of alleys, so alleys are included in the calculation of density; and

WHEREAS, the City's definition of "alley" in the Zoning Code needs to be amended because the current definition in GHMC 17.04.030 does not fully describe the appropriate dimension and function of an alley;

WHEREAS, the definition of net buildable lands does not apply to the Planned Community Development – Residential Low Density zone, as it specifically states in GHMC 17.17.040(A) that density for the PCD-RLD zone is calculated using gross acreage.

WHEREAS, the City's SEPA Responsible Official has determined that this Ordinance is Non-significant (DNS); and

WHEREAS, the City sent a copy of this Ordinance to the Washington State Office of Community, Trade and Development on October 15, 2003; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on November 6, 2003; and recommended approval to the City Council; and

WHEREAS, on December 8, 2003, the City Council considered this Ordinance during a regular meeting; Now, Therefore,

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

Section 1. Section 17.04.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.04.030 Alley.** "Alley" means a private access or street, wider than 10 feet and no wider than 16 feet, that provides secondary access to residential parcels or units, and that provides principal access to garages or code-required parking areas. Alleys provide parking and service access, but are not intended for general traffic circulation.

Section 2. Section 17.04.128 of the Gig Harbor Municipal Code is hereby repealed.

Section 3. A new chapter 17.05 is hereby added to the Gig Harbor Municipal

Code, which shall read as follows:

**II. CHAPTER 17.05 DENSITY IN RESIDENTIAL ZONES**

- 17.05.010 Purpose**
- 17.05.020 Requirements**
- 17.05.030 Calculations**

17.05.010 Purpose. The density requirement helps to maintain a consistent and compatible land use pattern in Gig Harbor's residential neighborhoods. Other purposes of this requirement are to serve the planned housing needs of the City's residential population and prevent public nuisances that result from a lack of open space and the over utilization of public facilities.

17.05.020 Requirements. The allowed density, as shown for each residential zone in Title 17, represents the maximum number of dwelling units that may occupy an acre of land. This maximum number of units may be exceeded only through participation in the planned residential development process (PRD, chapter 17.89 GHMC).

17.05.030 Calculations. When determining the allowed density for any given lot in the City, the net buildable land area of the site is used. Net buildable land area, for the purpose of determining the allowed dwelling units for a site, shall be calculated by subtracting areas where building is prohibited or subject to significant restrictions from the gross lot area. The area remaining after these exclusions from the gross lot area represents the net buildable land area. The following shall be deducted from the gross lot area to determine net buildable land area:

A. Sensitive areas ~~and associated buffers~~ including: Type I, II, III and IV wetlands; ravine sidewalls, and bluffs.

B. Public rights-of-way, private streets and access corridors; except as excluded under GHMC Section 17.05.040.

C. Tidelands. The area of waterfront lots is considered to be the area landward of the line of the ordinary high water mark, regardless of the extent of ownership, or the area landward of the ordinary high water mark along streams.

17.05.040 Exclusions. The following shall not be deducted from the gross lot area when calculating net buildable land area:

- A. Required setbacks;
- B. Buffers and screening required by Design Manual standards;
- C. Buffers and screening required by zoning performance standards;
- D. Alleys;
- E. Wetland buffers;

Section 4. Section 17.89.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.040 Contents of a complete PRD application.**

A. In addition to the applicable requirements of GHMC 19.02.002, a complete application for preliminary PRD shall consist of the following information:

\* \* \*

3. A written description addressing the scope of the project, gross acreage, ~~net buildable acreage calculations~~, the nature and size in gross floor area of each use and the total amount of ~~net buildable~~ land in square feet to be covered by impervious surfaces;

\* \* \*

Section 5. Section 17.89.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.100 Density Bonus.**

A. The density may be increased in a PRD over that permitted in the underlying zone but only if: ~~(A-1)~~ consistent with the underlying comprehensive plan designation for the property; and ~~(B-2)~~ the density increase will not exceed 30 percent over the density allowed in the underlying zone. Density calculations shall be made as set forth in chapter 17.05 GHMC. Based on net buildable land

B. Density bonuses may be allowed only as follows:

A-1. Open Space.

1-(a) Satisfaction of the standards in GHMC 17.89.110 for open space; and

2-(b) Provision of open space exceeding by at least 30 percent of the minimum required by the Design Review Manual or the existing Zoning Code (whichever is greater); or at least 30 percent more than the level of service standards for open space and active recreational areas in the capital facilities element of the adopted Gig Harbor Comprehensive plan: 10 percent increase.

B-2. Preservation of Natural Features. Preservation of a desirable natural feature that would not otherwise be preserved such as, but not limited to an unregulated wetland, stream corridor, unique geological feature, substantial over-story vegetation: 10 percent increase.

C-3. Preservation of Scenic Vistas. Preservation of a scenic vista corridor(s) within and off-site, and accessible to the general public rather than private property owners: 10 percent increase.

D-4. Design of Storm water Treatment System as Amenity. A storm water treatment (retention/detention) facility is also designed as a visually aesthetic and physically accessible amenity for the enjoyment of the public: 10 percent increase.

Section 6. Section 17.90.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.90.040 Contents of a complete preliminary PUD application.**

A. In addition to the applicable requirements of GHMC 19.02.002, a complete application for preliminary PUD approval shall consist of the following information:

\* \* \*

4. A written description addressing the scope of the project, gross acreage, ~~net buildable acreage calculations~~, the nature and size in gross floor area of each use and the total amount of ~~net buildable~~ land in square feet to be covered by impervious surfaces;

\* \* \*

Section 7. Section 17.90.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.90.090 Maximum gross floor area bonus.**

A. The maximum gross floor area of the PUD may be increased over that permitted in the underlying zone as provided in this section, but only if: (~~A-1~~) consistent with the underlying comprehensive plan designation for the property; and (~~B-2~~) the increase will not exceed 25 percent additional gross floor area, over that allowed in the underlying zone, except in the General Business District (B-2) it shall be up to 50 percent, and in Commercial District (C-1) it shall be 30 percent. Such calculations shall be made as set forth in chapter 17.05 GHMC. ~~On net buildable land.~~

B. The maximum gross floor area bonus may only be allowed if the applicant demonstrates the following:

~~A-1.~~ Open Space. Open space must satisfy the standards in GHMC 17.90.100 for open space in order to be eligible for a gross floor area bonus. Such open space must be open to the general public.

~~1-(a)~~ Provision of open space exceeding by at least 30 percent the minimum required under the Design Review Manual and proportional to the size of the development: 10 percent increase.

~~2-(b)~~ Preservation of Natural Features. Preservation of a desirable natural feature that would not otherwise be preserved such as, but not limited to an unregulated wetland, stream corridor, unique geological feature, substantial over story vegetation and which would not otherwise be preserved, etc.: 10 percent increase.

~~3-(c)~~ Preservation of Scenic Vistas. Preservation of a scenic vista corridor(s) on-site and off-site and accessible to the general public: 10 percent increase.

~~4-(d)~~ Provision of a Desirable Urban Amenity. Provision of an urban amenity that complements the proposed development and that exceed the requirements of the Design Review Manual for common space or plazas. Such amenity may include such things as a play area, public transit amenities, public restrooms, fountains or other comparable amenities identified by the applicant or city staff: 10 percent increase;

~~5-(e)~~ Design of a Storm water Treatment System as an Amenity. A storm water treatment (retention/detention) facility that is also designed as a visually aesthetic and physically accessible amenity for the enjoyment of the public: 10 percent increase.

Section 8. 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 9. 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 \_\_\_\_\_, 2003.

CITY OF GIG HARBOR

**OPTION B - Wetland Buffers Excluded  
from Net Buildable Area**

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING A NEW CHAPTER TO ADDRESS THE CALCULATION OF DENSITY IN RESIDENTIAL ZONES, REPEALING THE DEFINITION OF "NET BUILDABLE LANDS" IN THE ZONING CODE AND ELIMINATING REFERENCES TO "NET BUILDABLE LANDS" IN THE ZONING CODE, AMENDING THE DEVELOPMENT STANDARDS FOR PLANNED RESIDENTIAL DEVELOPMENTS TO REFERENCE THE NEW CHAPTER FOR CALCULATION OF DENSITY; AMENDING THE DEFINITION OF "ALLEY"; ADDING A NEW CHAPTER 17.05; AMENDING GHMC SECTION 17.04.030, 17.89.100, 17.90.040 AND 17.90.090; AND REPEALING GHMC SECTION 17.04.128.

---

WHEREAS, the City adopted a definition of "net buildable lands" in the Zoning Code to calculate the allowed density in residential zones; and

WHEREAS, the Zoning Code needs to reference the method for determining density in a more comprehensive manner and to clarify the fact that such method for calculation of density applies to all residential zones; and

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WHEREAS, the method for determining density described in this Ordinance excludes certain features and improvements on the site, such as public rights-of-way and private streets, but the City encourages development of alleys, so alleys are included in the calculation of density; and



WHEREAS, the City's definition of "alley" in the Zoning Code needs to be amended because the current definition in GHMC 17.04.030 does not fully describe the appropriate dimension and function of an alley;

WHEREAS, the definition of net buildable lands does not apply to the Planned Community Development – Residential Low Density zone, as it specifically states in GHMC 17.17.040(A) that density for the PCD-RLD zone is calculated using gross acreage.

WHEREAS, the City's SEPA Responsible Official has determined that this Ordinance is Non-significant (DNS); and

WHEREAS, the City sent a copy of this Ordinance to the Washington State Office of Community, Trade and Development on October 15, 2003; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on November 6, 2003; and recommended approval to the City Council; and

WHEREAS, on December 8, 2003, the City Council considered this Ordinance during a regular meeting; Now, Therefore,

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

Section 1. Section 17.04.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.04.030 Alley.** "Alley" means a private access or street, wider than 10 feet and no wider than 16 feet, that provides secondary access to residential parcels or units, and that provides principal access to garages or code-required parking areas. Alleys provide parking and service access, but are not intended for general traffic circulation.

Section 2. Section 17.04.128 of the Gig Harbor Municipal Code is hereby repealed.

Section 3. A new chapter 17.05 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**III. CHAPTER 17.05 DENSITY IN RESIDENTIAL ZONES**

- 17.05.010 Purpose**
- 17.05.020 Requirements**
- 17.05.030 Calculations**

17.05.010 Purpose. The density requirement helps to maintain a consistent and compatible land use pattern in Gig Harbor's residential neighborhoods. Other purposes of this requirement are to serve the planned housing needs of the City's residential population and prevent public nuisances that result from a lack of open space and the over utilization of public facilities.

17.05.020 Requirements. The allowed density, as shown for each residential zone in Title 17, represents the maximum number of dwelling units that may occupy an acre of land. This maximum number of units may be exceeded only through participation in the planned residential development process (PRD, chapter 17.89 GHMC).

17.05.030 Calculations. When determining the allowed density for any given lot in the City, the net buildable land area of the site is used. Net buildable land area, for the purpose of determining the allowed dwelling units for a site, shall be calculated by subtracting areas where building is prohibited or subject to significant restrictions from the gross lot area. The area remaining after these exclusions from the gross lot area represents the net buildable land area. The following shall be deducted from the gross lot area to determine net buildable land area:

A. Sensitive areas and associated buffers including: Type I, II, III and IV wetlands; ravine sidewalls, and bluffs.

B. Public rights-of-way, private streets and access corridors; except as excluded under GHMC Section 17.05.040.

C. Tidelands. The area of waterfront lots is considered to be the area landward of the line of the ordinary high water mark, regardless of the extent of ownership, or the area landward of the ordinary high water mark along streams.

17.05.040 Exclusions. The following shall not be deducted from the gross lot area when calculating net buildable land area:

- F. Required setbacks;
- G. Buffers and screening required by Design Manual standards;
- H. Buffers and screening required by zoning performance standards;
- I. Alleys;

Section 4. Section 17.89.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.040 Contents of a complete PRD application.**

A. In addition to the applicable requirements of GHMC 19.02.002, a complete application for preliminary PRD shall consist of the following information:

\* \* \*

3. A written description addressing the scope of the project, gross acreage, ~~net buildable acreage calculations~~, the nature and size in gross floor area of each use and the total amount of ~~net buildable~~ land in square feet to be covered by impervious surfaces;

\* \* \*

Section 5. Section 17.89.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.101 Density Bonus.**

A. The density may be increased in a PRD over that permitted in the underlying zone but only if: ~~(A-1)~~ consistent with the underlying comprehensive plan designation for the property; and ~~(B-2)~~ the density increase will not exceed 30 percent over the density allowed in the underlying zone. Density calculations shall be made as set forth in chapter 17.05 GHMC. ~~Based on net buildable land~~

C. Density bonuses may be allowed only as follows:

A-1. Open Space.

~~1(a)~~ Satisfaction of the standards in GHMC 17.89.110 for open space; and

2-(b) Provision of open space exceeding by at least 30 percent of the minimum required by the Design Review Manual or the existing Zoning Code (whichever is greater); or at least 30 percent more than the level of service standards for open space and active recreational areas in the capital facilities element of the adopted Gig Harbor Comprehensive plan: 10 percent increase.

B-2. Preservation of Natural Features. Preservation of a desirable natural feature that would not otherwise be preserved such as, but not limited to an unregulated wetland, stream corridor, unique geological feature, substantial over-story vegetation: 10 percent increase.

C-3. Preservation of Scenic Vistas. Preservation of a scenic vista corridor(s) within and off-site, and accessible to the general public rather than private property owners: 10 percent increase.

D-4. Design of Storm water Treatment System as Amenity. A storm water treatment (retention/detention) facility is also designed as a visually aesthetic and physically accessible amenity for the enjoyment of the public: 10 percent increase.

Section 6. Section 17.90.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.90.040 Contents of a complete preliminary PUD application.**

A. In addition to the applicable requirements of GHMC 19.02.002, a complete application for preliminary PUD approval shall consist of the following information:

\* \* \*

4. A written description addressing the scope of the project, gross acreage, ~~net buildable acreage calculations,~~ the nature and size in gross floor area of each use and the total amount of ~~net buildable~~ land in square feet to be covered by impervious surfaces;

\* \* \*

Section 7. Section 17.90.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.90.090 Maximum gross floor area bonus.**

A. The maximum gross floor area of the PUD may be increased over that permitted in the underlying zone as provided in this section, but only if: ~~(A-1)~~ consistent with the underlying comprehensive plan designation for the property; and ~~(B-2)~~ the increase will not exceed 25 percent additional gross floor area, over that allowed in the underlying zone, except in the General Business District (B-2) it shall be up to 50 percent, and in Commercial District (C-1) it shall be 30 percent. Such calculations shall be made as set forth in chapter 17.05 GHMC. ~~On net buildable land.~~

B. The maximum gross floor area bonus may only be allowed if the applicant demonstrates the following:

A-1. Open Space. Open space must satisfy the standards in GHMC 17.90.100 for open space in order to be eligible for a gross floor area bonus. Such open space must be open to the general public.

~~1-(a)~~ Provision of open space exceeding by at least 30 percent the minimum required under the Design Review Manual and proportional to the size of the development: 10 percent increase.

~~2-(b)~~ Preservation of Natural Features. Preservation of a desirable natural feature that would not otherwise be preserved such as, but not limited to an unregulated wetland, stream corridor, unique geological feature, substantial over story vegetation and which would not otherwise be preserved, etc.: 10 percent increase.

~~3-(c)~~ Preservation of Scenic Vistas. Preservation of a scenic vista corridor(s) on-site and off-site and accessible to the general public: 10 percent increase.

~~4-(d)~~ Provision of a Desirable Urban Amenity. Provision of an urban amenity that complements the proposed development and that exceed the requirements of the Design Review Manual for common space or plazas. Such amenity may include such things as a play area, public transit amenities, public restrooms, fountains or other comparable amenities identified by the applicant or city staff: 10 percent increase;

~~5-(e)~~ Design of a Storm water Treatment System as an Amenity. A storm water treatment (retention/detention) facility that is also designed as a visually aesthetic and physically accessible amenity for the enjoyment of the public: 10 percent increase.

Section 8. 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 9. 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 \_\_\_\_\_, 2003.

CITY OF GIG HARBOR



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: SECOND READING OF AN ORDINANCE RELATING TO ANNEXATION**  
**AND ZONING (HAZEN ANNEXATION - ANX 03-02)**  
**DATE: JANUARY 26, 2004**

**INFORMATION/BACKGROUND**

The City Council met with the initiators of a 'Notice of Intention to Commence Annexation Proceedings' on June 23, 2003 concerning a proposed annexation of property located east of Soundview Drive and north of 64<sup>th</sup> Street. At that time, the Council voted to authorize circulation of the annexation petition subject to the certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning; modification of the geographic boundaries of the area proposed for annexation; and a requirement that the property owners assume a proportionate share of the city's indebtedness. The Council subsequently approved the modified legal description and map on August 11, 2003. The city received a petition for annexation on August 14, 2003, which was subsequently certified by the Pierce County Office of the Assessor-Treasurer and Pierce County Auditor on September 3, 2003 as being legally sufficient.

At the conclusion of a public hearing on October 13, 2003, the Council passed Resolution No. 616 accepting the annexation petition and referred the annexation to the Pierce County Boundary Review Board for consideration. The Boundary Review Board subsequently deemed the annexation approved on December 11, 2003.

Adoption of an Ordinance annexing the property and establishing zoning is in order. The City Attorney has reviewed and approved the attached ordinance for your consideration. The first reading of the ordinance was held at the January 12, 2004 Council meeting.

**POLICY CONSIDERATIONS**

None.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

I recommend that the Council approve the ordinance as presented.



**Pierce County**

**Boundary Review Board**

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(253) 798-7156 • FAX (253) 799-3680

December 11, 2003

**RECEIVED**  
CITY OF GIG HARBOR  
DEC 12 2003  
COMMUNITY  
DEVELOPMENT

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

Re: Proposed Hazen Annexation  
Boundary Review Board Case No. A-03-3

Dear Mr. Vodopich:

The forty-five (45) day period has elapsed since the Notice of Intention was officially filed with the Pierce County Boundary Review Board on October 22, 2003, and the Board's jurisdiction has not been invoked.

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

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

Sincerely,

Toni Fairbanks  
Chief Clerk

Attachment  
brb45end.doc



Printed on recycled paper



**CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXATING APPROXIMATELY ELEVEN (11) ACRES OF PROPERTY LOCATED IN THE 2800 BLOCK OF 64<sup>TH</sup> STREET, EAST OF SOUNDVIEW DRIVE AND NORTH OF 64<sup>TH</sup> STREET LOCATED IN PIERCE COUNTY (ANX 03-02), ADOPTING ZONING REGULATIONS FOR THE ANNEXATION AREA, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.**

---

WHEREAS, on June 4, 2003, the City of Gig Harbor received a Notice of Intent to Annex approximately 8.39 acres of property in the 2800 block of 64<sup>th</sup> street, east of Soundview Drive and north of 64<sup>th</sup> Street located in Pierce County, more particularly described in Exhibit A, attached hereto and incorporated herein as if fully set forth in full; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property described in Exhibit A; and

WHEREAS, on June 5, 2003, the Notice of Intent was forwarded to the Chief Clerk of the Pierce County Boundary Review Board for review and comment; and

WHEREAS, on June 9, 2003, the City Council set a date of June 23, 2003 to meet with the initiating parties of the Notice of Intent; and

WHEREAS, as of June 17, 2003, the Chief Clerk of the Pierce County Boundary Review Board had not commented on the Notice of Intent; and

WHEREAS, on June 23, 2003, the City Council met with the initiators of the petition and voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning; modification of the geographic boundaries of the area proposed for annexation thereby

increasing the size of the annexation are to approximately eleven (11) acres; and requiring that the property owners assume a proportionate share of the City's indebtedness; and

WHEREAS, on June 25, 2003, the revised legal description and map was forwarded to the Chief Clerk of the Pierce County Boundary Review Board for review and comment; and

WHEREAS, on July 18, 2003, e-mailed revisions to the revised legal description were received by City staff from the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on August 11, 2003, the City Council voted to accept the corrected legal description and map based on comments received from the Pierce County Boundary Review Board on July 18, 2003; and

WHEREAS, on August 14, 2003, a petition for annexation of the property described in Exhibit A was received by the City; and

WHEREAS, on August 15, 2003, the petition for annexation was forwarded to the Pierce County Assessor-Treasurer's Office for a determination of sufficiency; and

WHEREAS, on September 3, 2003, the petition for annexation was certified by the Pierce County Office of the Assessor-Treasurer and the Pierce County Auditor, as being legally sufficient, and as containing the signatures of the owners of a majority of the acreage of the area proposed for annexation and the signatures of a majority of the registered voters in the area described in Exhibit A; and

WHEREAS, on September 8, 2003, the City Council set a public hearing date of October 13, 2003 for the consideration of a resolution approving the annexation as proposed; and

WHEREAS, on September 24, 2003, notice of the October 13, 2003 public hearing was posted within three conspicuous areas within the area proposed for annexation; and

WHEREAS, on September 25, 2003, notice of the October 13, 2003 public hearing was mailed to all property owners of record within the area proposed for annexation and within three-hundred feet (300') of the area proposed for annexation; and

WHEREAS, on October 1 and October 8, 2003, notice of the October 13, 2003 public hearing was published in the Peninsula Gateway; and

WHEREAS, on October 13, 2003, the City Council, following a public hearing on the annexation petition, the City Council voted to approve the annexation with Single-Family Residential (R-1) zoning for the area of annexation, subject to Boundary Review Board approval (City of Gig Harbor Resolution No. 616); and

WHEREAS, on October 21, 2003, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on October 22, 2003, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing date as October 22, 2003, initiated the forty-five (45) day review period, and noted that the period during which jurisdiction could be invoked would expire on December 8, 2003; and

WHEREAS, the property described in Exhibit A and proposed to be annexed is within the City of Gig harbor Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established a land use map designation for this area as Urban Residential Low Density, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed Single-Family Residential (R-1) zoning of the property described in Exhibit A is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation as Urban Residential Low Density; and

WHEREAS, the Gig Harbor Council has provided its intent to annex property in the 2800 block of 64<sup>th</sup> street, east of Soundview Drive and north of 64<sup>th</sup> Street located in Pierce County, contingent upon the following conditions:

- A. Assumption by the property owners of their proportionate share of the City of Gig Harbor's indebtedness; and
- B. Imposition of Single-Family Residential (R-1) zoning of the property; and

WHEREAS, on December 11, 2003, the Pierce County Boundary Review Board issued a written decision approving the annexation of the property as described in Exhibit A; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting's of January 12 and January 26, 2004; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of property in the 2800 block of 64<sup>th</sup> street, east of Soundview Drive and north of 64<sup>th</sup> Street

located in Pierce County, as described in Exhibit A, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the property in the 2800 block of 64<sup>th</sup> street, east of Soundview Drive and north of 64<sup>th</sup> Street located in Pierce County, as described in Exhibit A, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and
- B. All property within the area described in Exhibit A shall be zoned as Single-Family Residential (R-1) in accordance with the Gig Harbor Municipal Code, Title 17.

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

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

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor  
this 26<sup>th</sup> day of January 2004.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_

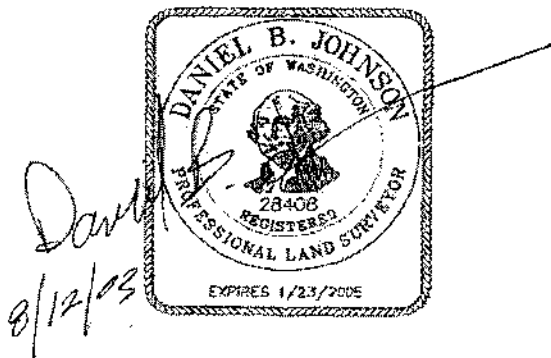
**FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
ORDINANCE NO.**

**Exhibit A**  
**Hazen Annexation (ANX 03-02)**  
**Legal Description**

**LEGAL DESCRIPTION**  
of  
**PROPOSED ANNEXATION TO GIG HARBOR**  
for  
Joe & Linda Hazen

A parcel of land in the Southwest Quarter of the Southeast Quarter of Section 8, Township 21 North, Range 2 East, W.M., in Pierce County, Washington, described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of Section 8, Township 21 North, Range 2 East, W.M., in Pierce County, Washington; thence S 88°48'46" E along the south line of said southeast quarter, 200.64 feet; thence N 2°27'47" E, 30.00 feet to the north margin of 64<sup>th</sup> Street NW and the TRUE POINT OF BEGINNING; thence N 2°27'47" E, 104.03 feet; thence N 88°48'46" W, 49.93 feet; thence N 2°27'47" E, 96.02 feet; thence S 88°48'46" E, 179.96 feet; thence N 2°27'47" E, 294.94 feet to the southeast corner of Short Plat 79-531; thence N 88°48'46" W, 300.00 feet to the easterly margin of Soundview Drive; thence N 2°27'47" E along said margin, 135.00 feet; thence S 88°48'46" E, 930.00 feet; thence S 2°27'47" W, to the south line of Government Lot 5; thence west along said south line to the easterly margin of Reid Drive; thence northwest along the easterly margin of Reid Drive to the north margin of 64<sup>th</sup> Street NW; thence N 88°48'46" W, along said margin to the True Point of Beginning.



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

On January 26, 2004 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, RELATING TO ANNEXATION AND ZONING, ANNEXATING APPROXIMATELY ELEVEN (11) ACRES OF PROPERTY LOCATED IN THE 2800 BLOCK OF 64<sup>TH</sup> STREET, EAST OF SOUNDVIEW DRIVE AND NORTH OF 64<sup>TH</sup> STREET LOCATED IN PIERCE COUNTY (ANX 03-02), ADOPTING ZONING REGULATIONS FOR THE ANNEXATION AREA, AND REQUIRING THE PROPERTY OWENRS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTDNESS.**

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 January 26, 2004.

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





'THE MARITIME CITY'

ADMINISTRATION

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: WESTSIDE PARK PROPERTY**  
**DATE: JANUARY 21, 2004**

*MARK*

#### **INFORMATION/BACKGROUND**

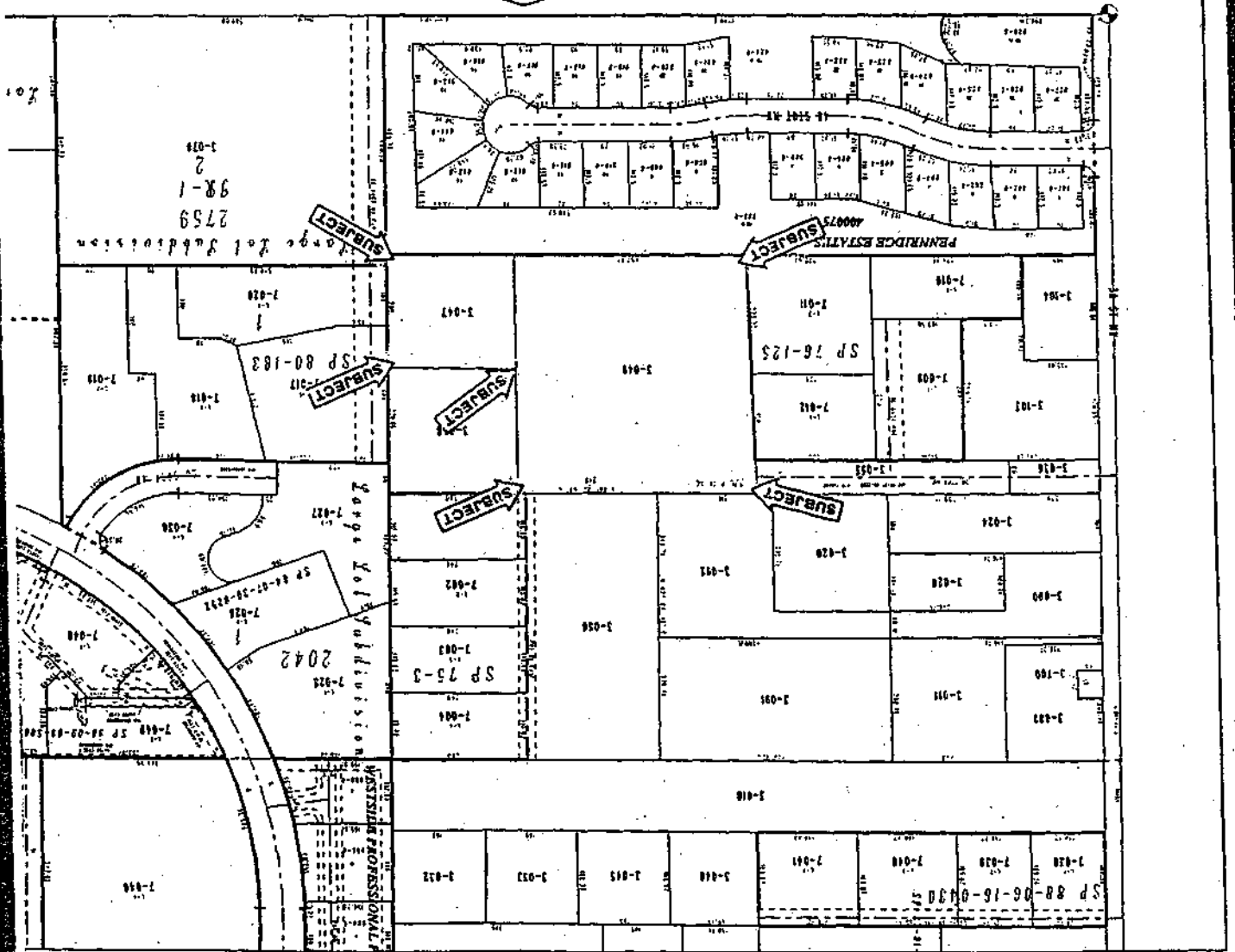
The proposed Westside Neighborhood Park property is owned by HIFIC Six Associates. The property was listed for sale on June 1, 2003, for \$758,000. The property is identified as "Gig Harbor West" and on the descriptive schematic site plan as "Westside Neighborhood Park" in the current *City of Gig Harbor Parks, Recreation and Open Space Plan* for acquisition as a neighborhood park (see attached). The park was previously identified in the 1996 parks plan element as well. In the past, the City Council authorized grant application for Washington state IAC funding for this site. The grant application was unsuccessful. The property is identified for acquisition in the city's current parks Capital Facilities Program 2000-2006 (*City of Gig Harbor Parks, Recreation and Open Space Plan*, p.263).

The total square footage of the property is 250,906, or 5.76 acres, approximately the same size as City Park at Crescent Creek prior to the addition of the Miller pasture. The amount of wetlands delineated through formal city wetlands study of the property is .34 acre or 14,810.4 square feet.

The agreed price of \$715,000 for the property requires a motion for approval. The closing date is scheduled for Tuesday, January 27, 2004 with Commonwealth Title.

#### **RECOMMENDATION**

I recommend that the City Council motion to approve the purchase of this Westside Park property for \$715,000.



## **9.11 Recreational playgrounds, courts, and fields**

Playgrounds and grassy field facilities may be developed on a local basis to provide pickup games, youth sports, and leagues of interest to neighborhood children and families. These local park improvements may be combined with picnic shelters and tables, trail systems, natural areas, local schools, and other facilities to create an accessible neighborhood service system on Gig Harbor.

More competitive athletic court and field facilities may be developed on an areawide basis to provide for the highest quality competitive playing standards and requirements. The competitive athletic facility complexes may provide field activities that satisfy the largest number of organized and older age recreational league participants - including soccer, football, rugby, lacrosse, softball, and baseball.

Generally, regional athletic facilities may be developed to provide for older youth and adult league tournaments and other peak competition days, events, and schedules - thereby freeing fields located at elementary schools, neighborhood parks, and other local sites for younger age league participant games, practices, and neighborhood resident pickup play.

Neighborhood playgrounds and competitive athletic facilities may be sited as independent properties or portions of other sites that include trail corridors, resource activities, multiuse indoor centers or other public facilities. Where practical, neighborhood playgrounds may be co-located with elementary and intermediate schools, and competitive athletic facilities with middle and high schools. Where feasible and appropriate, both types of facilities may also be sited on lands that are owned and operated for other public purposes.

Generally, neighborhood playgrounds may be located at sites serviced by trails and local bicycling streets that are convenient to younger age neighborhood youth and families. Competitive athletic facilities may be located at sites serviced by arterial roads that are convenient to older age youth and adult league organizations. Regional athletic facilities may also be located on sites that can accommodate relatively high traffic volumes, evening lighted field use, noise, and other activities without adversely impacting adjoining land uses.

Neighborhood playground sites may be developed to provide flexible play capabilities - typically providing 1 to 2 small to full-sized fields at one location. Some sites may be designed to provide high capacity, flexible configurations on large grass or dirt areas with portable goal and backstop stanchions to allow for varied age groups and activities.

Competitive athletic field complexes may be developed to provide sustained, high capacity play capabilities - typically providing at least 3 to 5 full-size competition fields at one location. Most sites may be designed to provide high capacity, fixed field configurations including grass or dirt fields with permanent goals and backstops, perimeter fencing, spectator seating, and night-lighting systems.

Both types of sites may be improved with restrooms, concessions, and parking lots including grass overflow parking areas to accommodate peak events or schedules. Depending on the location, some sites may also be improved with

tennis, basketball, volleyball courts, and other recreational facilities. Where appropriate, some regionally competitive athletic sites may also be furnished with group picnic kitchens and possibly even recreational vehicle services to support tournament events.

When practical and feasible, regional athletic facilities may also be defined to include school stadiums, particularly where the stadiums are located with other competition fields or when the stadium can be used for recreational league tournaments or special events.

### **Vision**

As described, the neighborhood playground, courts, and fields facilities vision may:

- provide flexible, informal playgrounds and areas,
- suited to younger age and local neighborhood game activities,
- in sites convenient to neighborhood youth and families,
- at sites that co-locate with elementary schools and facilities.

The regional courts and fields facilities vision may:

- provide the highest quality competitive play athletic facilities,
- of the highest capacity playing improvement designs,
- within convenient proximity to organized adult and older age recreational league playing populations,
- at sites that do not disrupt adjacent land uses, and
- at sites that co-locate with schools and/or utilize other major public facilities.

The strategy may alleviate overcrowding on smaller, more local park and elementary school fields so these sites can be used for younger age league participant games, practice sessions, and neighborhood resident pickup games.

## **Playgrounds**

### **Existing**

The following sites provide swings, slides, and other playground equipment.

1	City Park at Crescent Creek	Structured playgrounds in grassy setting with fence, benches, and adjacent picnic area.	2
2	Civic Center/Henderson Bay School	Renovate former playground in woodland setting with benches and adjacent picnic area.	1
3	Discovery Elementary School	Structured playgrounds adjacent to classrooms with benches and seating.	2
4	Purdy Elementary School	Structured playground adjacent to classrooms and multipurpose court area.	2
5	Gig Harbor RV Resort	Structured playground adjacent to concessions and swimming pool.	1

**Total existing playgrounds**

**8**

**Proposed**

The following sites may provide swings, slides, and other playground equipment.

1	City Park at Crescent Creek	Develop another playground facility with seating and picnic tables adjacent to Masonic Building and multiuse play area.	1
2	Civic Center/Henderson Bay School	Renovate former playground in woodland setting with benches and adjacent picnic area.	1
6	Gig Harbor North	Develop playground facility adjacent to picnic area and playfields in proposed community park.	1
7	Gig Harbor West	Develop playground facility adjacent to picnic area and playfields in proposed community park.	1
8	Peninsula Athletic Complex	Develop playground facility adjacent to picnic area, concessions, and parking lot for proposed athletic complex.	1

**Total proposed playgrounds** 5

**Play areas**

**Existing**

The following sites provide grassy play areas and multiuse fields.

1	City Park at Crescent Creek	Grassy play area located adjacent to picnic area, playground, and creek beach trail.	0.5
2	Gig Harbor RV Resort	Grassy play area located adjacent to playground, concessions, and swimming pool.	unk

**Total existing play area acres** 0.5

**Proposed**

The following sites may provide grassy play areas, fields, and other multiuse, special event areas.

1	City Park at Crescent Creek	Develop another grassy play area and field adjacent to playground and picnic tables at Masonic Building expansion area – expand existing grassy area along creek bed.	1.3
5	Civic Center/Henderson Bay School	Renovate and expand existing fields to create a multipurpose "village green" to accommodate sports clinics, special events, and provide passive backdrop to city hall.	4.8
6	Jerisich Park/Skansie Shipyard	Expand grassy area to include multipurpose picnic and special events area adjacent to net shed and proposed wooden boat center.	0.2

**Total proposed play area acres** 6.3

## Playgrounds

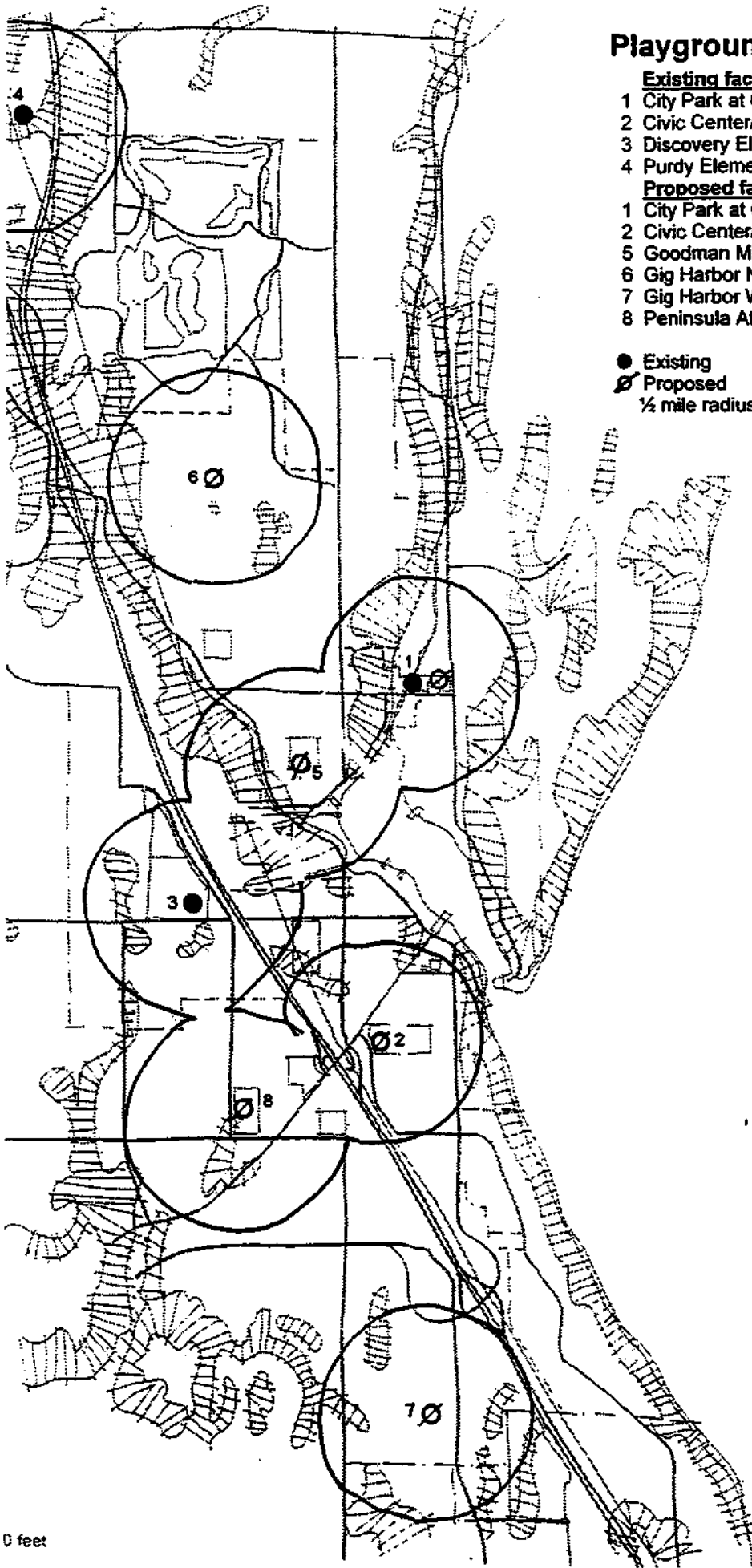
### Existing facilities

- 1 City Park at Crescent Creek
- 2 Civic Center/Henderson School
- 3 Discovery Elementary School
- 4 Purdy Elementary School

### Proposed facilities

- 1 City Park at Crescent Creek - add
- 2 Civic Center/Henderson Bay School - renovate
- 5 Goodman Middle School
- 6 Gig Harbor North
- 7 Gig Harbor West
- 8 Peninsula Athletic Complex

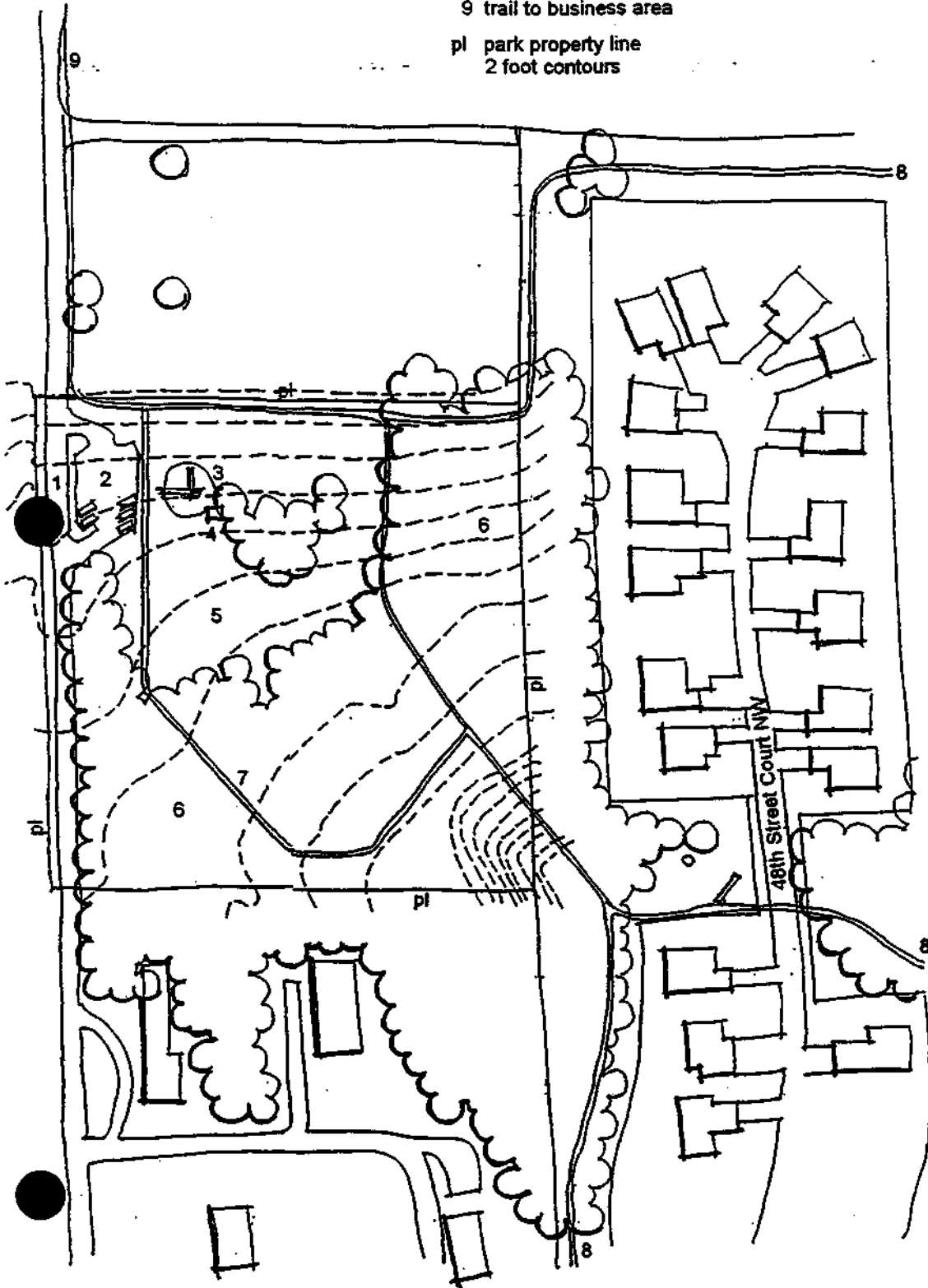
- Existing
- ⊙ Proposed
- ½ mile radius



# Westside Neighborhood Park

- 1 roadway extension
- 2 parking area
- 3 playground
- 4 picnic shelter
- 5 grassy area
- 6 woodlands
- 7 park loop trail system
- 8 possible trail through common areas
- 9 trail to business area

pl park property line  
2 foot contours





'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: WIRING OF EMERGENCY ELECTRICAL PANEL FOR CIVIC CENTER**  
**DATE: JANUARY 26, 2004**

**INTRODUCTION/BACKGROUND**

During a recent power outage, it was discovered that two critical facilities within the Civic Center were not wired to the emergency electrical panel. Therefore, it is necessary to connect these critical areas to the emergency generator. The two areas are the computer server room and the ready room in the police department. In accordance with the Small Works process three contractors responded with the following price quotation proposals:

Puget Sound Contracting & Electrical LLC	\$ 1,873.48
Madsen Electric, Inc.	\$ 2,775.00
Groff Electric, Inc.	\$ 5,930.00

Based on the price quotation proposals received, the lowest price quotation received was from Puget Sound Contracting & Electrical LLC in the amount of one thousand eight hundred seventy-three dollars and forty-eight cents (\$1,873.48).

**FISCAL CONSIDERATIONS**

There are sufficient funds for this work in the General Fund Building Department 2004 Budget .

**RECOMMENDATION**

I recommend the Council authorize the award and execution of the contract for the wiring of the emergency electrical panel for the Civic Center to Puget Sound Contracting & Electrical LLC, as the lowest responsible respondent, for their price quotation proposal amount of one thousand eight hundred seventy-three dollars and forty-eight cents (\$1,873.48).



**AGREEMENT FOR CONSTRUCTION SERVICES  
BETWEEN GIG HARBOR AND PUGET SOUND CONTRACTING & ELECTRICAL  
LLC.**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the City of Gig Harbor (hereinafter the "City"), and Puget Sound Contracting & Electrical LLC, a Washington limited liability company, located and doing business at 9911 42<sup>nd</sup> Street Court NW, Suite B, Gig Harbor, Washington 98335, (hereinafter "Contractor").

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

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

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

**I. Description of Work.** The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to supply and install (1) one circuit in conduit for A/C unit and connect circuit in Police Department to emergency panel, inclusive of electrical permit fees. The Contractor shall not perform any additional services without the express permission of the City.

**II. Payment.**

The City shall pay the Contractor the total sum of one thousand eight hundred seventy-three dollars and forty-eight cents (\$1,873.48), plus sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

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

**IV. Duration of Work.** The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before February 28, 2004. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

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

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

**VII. Termination.**

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

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

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

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

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

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

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

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

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

**X. Insurance.**

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

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

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

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

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

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

- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

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

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

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

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

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

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

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

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

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

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

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

relative to the actual services provided or to the sufficiency of the performance hereunder.

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

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

**Puget Sound Contracting & Electrical, LLC**

**THE CITY OF GIG HARBOR**

By:           Michael Frowbridge            
Its           OWNER          

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

**Notices should be sent to:**

Puget Sound Contracting & Electrical LLC  
Attn: ~~Rob~~ Frowbridge, Owner  
9911 42<sup>nd</sup> St Ct NW  
Gig Harbor, Washington 98335  
(253) 851-7252

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

**Approved as to form:**

By: \_\_\_\_\_  
City Attorney

**Attest:**

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

STATE OF WASHINGTON )  
 ) 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 Puget Sound Contracting & Electrical LLC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

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

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

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

DATED: \_\_\_\_\_

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



**EXHIBIT A  
SCOPE OF SERVICES**

**Puget Sound Contracting &  
Electrical LLC**

**P1**

9911 42nd St Ct NW  
Suite B  
Gig Harbor, WA 98335  
(253) 851-7252 fax (253) 853-2652

Date	Contract #
1/14/2004	10033

Name/Address
City of Gig Harbor 3510 Grandview St. Gig Harbor, WA 98335

1.5% per month on all past due accounts

Project
Emergency Panel(s)

Description	Subtotal
This bid is for the wiring of the emergency panel Supply and install (1) circuit in conduit for A/C unit. ACU-1 front panel 3B into emergency X1.	520.00
Connect circuit in Police department to emergency panel 408,444,446 from panel 4B to X3	1040.00
Washington State Electrical permit fee	168.30
All work to be done during normal business hours. Payment will be due upon completion of work.	
Customer to sign and return bid if accepted and then provide a date at least two weeks out from date of work for scheduling. Gig Harbor - Pierce County @ 8.4%	145.18



**Electrical**

Commercial · Residential · Service Work · Contracting  
24 Hour Emergency Service

253-265-6397 · 253-851-7252  
6515 43rd Ave. Ct. NW #202 · Gig Harbor, Washington 98335

Signature	Total	\$1873.48
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Under the Mechanics Lien Law, any contractor who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement of a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in amount not less than (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.



**POLICE DEPARTMENT**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: BILL COLBERG, LIEUTENANT**  
**SUBJECT: DECEMBER INFORMATION FROM PD**  
**DATE: JANUARY 13, 2004**

The December activity statistics are attached for your review.

The staffing issues are still being addressed. We are presently accepting applications for Lateral Police Officer and Chief of Police. Backgrounds are currently being completed on one entry level and one lateral Police Officer. There are still high hopes that Vince Garcia will be returning to full duty in February.

Our five Reserve Officers provided 172 hours of service in December. The time was split between patrol duties and training.

The patrol boat was involved in holiday activities amounting to 6 hours. The boat and MSU Officers assisted with the following activities: Special Peoples Cruise and the Lighted Boat Parade. Maintenance was then conducted on the boat and it is now in dry dock.

## GIG HARBOR POLICE DEPARTMENT

### MONTHLY ACTIVITY REPORT

#### DEC 2003

	<u>DEC</u> <u>2003</u>	<u>YTD</u> <u>2003</u>	<u>YTD</u> <u>2002</u>	<u>% chg</u>
CALLS FOR SERVICE	417	5728	5771	-1%
SECONDARY OFFICER ASSIST	40	760	804	- 5%
CRIMINAL TRAFFIC	14	119	139	-14%
TRAFFIC INFRACTIONS	53	901	890	1%
DUI ARRESTS	8	58	62	-6%
FELONY ARRESTS	13	76	79	-4%
WARRANT ARRESTS	7	78	76	3%
MISDEMEANOR ARRESTS	13	251	201	25%
CASE REPORTS	101	1315	1233	7%
REPORTABLE VEHICLE ACCIDENTS	22	199	195	2%



ADMINISTRATION

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** *DR*  
**DATE: JANUARY 20, 2004**  
**SUBJECT: 2003 FOURTH QUARTER FINANCE REPORT**

The 2003 fourth quarter financial reports are attached.

Total resources for all funds (revenues and beginning fund balances) were 105% of the 2003 annual budget. Annual revenues (excluding beginning fund balances) were 111% and expenditures (excluding ending fund balances) were 90% of the annual budget. Revenues exceeded budget due to 2 bond sales and sale of city hall totaling \$3.6 million. Excluding the bond and city hall sales actual revenues were 89% of budget.

General Fund revenues (excluding beginning balance and \$1.0 million sale of city hall) were 109% of budget.

General Fund expenditures (excluding ending fund balance) were 89% of budget. All departments were within the 2003 annual budget.

The Street Fund ended 2003 within budget and with a \$1.1 million ending fund balance. \$330,000 of the balance is a prepayment by the state for its share of the roundabout project at 36<sup>th</sup> and Point Fosdick.

2003 Hotel-Motel taxes were \$198,000. This is up a bit over the \$174,000 received in 2002 and is our best year since the tax was enacted. 2003 Hotel-Motel expenditures were \$176,000.

Water, Sewer and Storm operating revenues were 105%, 101% and 91% of budget (excluding beginning fund balances). Water, Sewer and Storm expenses (excluding ending fund balances) were 65%, 75% and 49% of budget.

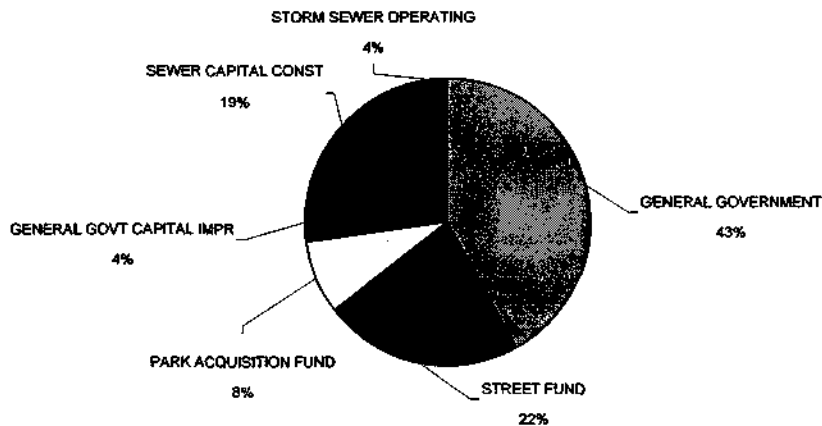
**CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF December 31, 2003**

FUND NO.	DESCRIPTION	BEGINNING				OTHER		ENDING BALANCE
		BALANCE	REVENUES	EXPENDITURES	CHANGES			
001	GENERAL GOVERNMENT	\$ 2,993,861	\$ 7,078,388	\$ 7,340,136	\$ (68,383)	\$ 2,663,730		
101	STREET FUND	1,707,101	2,142,055	2,430,386	4,602	1,423,372		
105	DRUG INVESTIGATION FUND	3,108	42	2,030	(20)	1,100		
107	HOTEL-MOTEL FUND	236,605	201,361	176,145	732	262,552		
109	PARK ACQUISITION FUND	-	134,793	25,825	416,969	525,937		
110	CIVIC CENTER DEBT RESERVE	-	1,000,453	-	-	1,000,453		
208	91 GO BONDS & 97 LTGO BONDS	53,253	911,091	908,602	(1,054)	54,689		
209	2000 NOTE REDEMPTION FUND	2,719	1,231,703	1,231,683	-	2,740		
301	GENERAL GOVT CAPITAL ASSETS	242,132	165,746	185,614	(45,540)	176,725		
305	GENERAL GOVT CAPITAL IMPR	115,218	166,359	-	-	281,577		
309	IMPACT FEE-TRUST AGENCY FUND	-	189,193	-	-	189,193		
401	WATER OPERATING FUND	120,541	764,833	599,510	(12,966)	272,898		
402	SEWER OPERATING FUND	91,336	1,198,253	1,072,113	(37,882)	179,595		
407	UTILITY RESERVE	293,173	144,029	400,950	-	36,253		
408	UTILITY BOND REDEMPTION	387,450	1,869,955	2,246,907	(503)	9,994		
410	SEWER CAPITAL CONST	1,091,228	495,793	304,807	(72,542)	1,209,672		
411	STORM SEWER OPERATING FUND	144,906	423,857	319,230	(20,804)	228,729		
420	WATER CAPITAL ASSETS	556,118	212,549	510,587	(57,121)	200,959		
605	LIGHTHOUSE MAINTENANCE TRUST	1,761	21	-	-	1,781		
631	MUNICIPAL COURT	-	67,881	61,990	(5,890)	-		
		<b>\$ 8,040,509</b>	<b>\$ 18,398,353</b>	<b>\$ 17,816,514</b>	<b>\$ 99,598</b>	<b>\$ 8,721,946</b>		

**COMPOSITION OF CASH AND INVESTMENTS  
AS OF December 31, 2003**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		1.0000%	547,045
LOCAL GOVERNMENT INVESTMENT POOL		1.0651%	7,073,570
FEDERAL HOME LOAN BANK	03/17/06	2.5500%	600,000
FEDERAL HOME LOAN BANK	04/22/04	2.5000%	501,032
			<b>\$ 8,721,946</b>

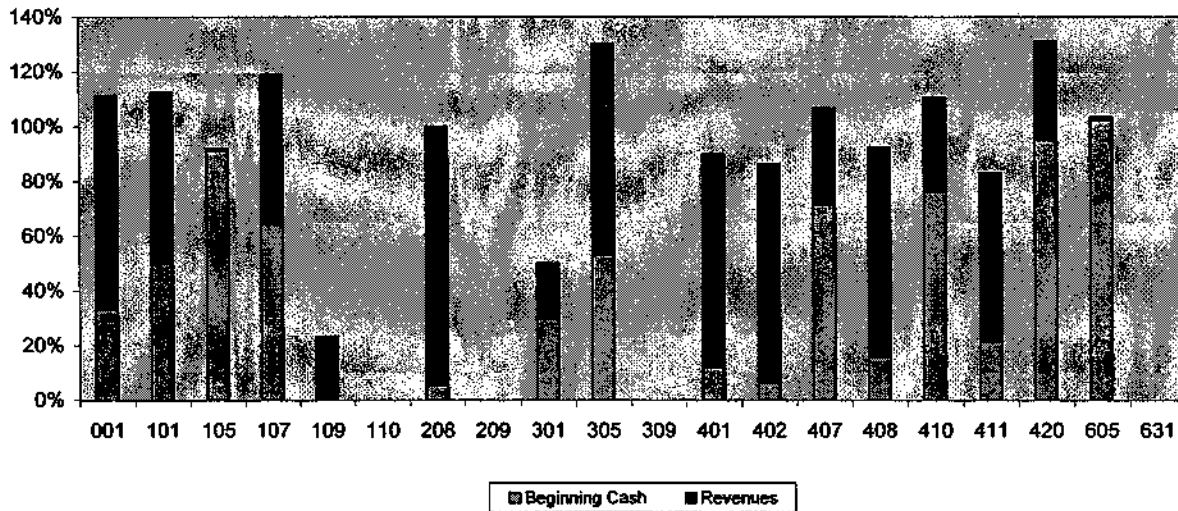
**Ending Cash Balances By Fund**



**CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
AS OF December 31, 2003**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 9,061,977	\$ 10,072,249	\$ (1,010,272)	111.15%
101	STREET FUND	3,418,745	3,849,156	(430,411)	112.59%
105	DRUG INVESTIGATION FUND	3,414	3,150	264	92.25%
107	HOTEL-MOTEL FUND	368,360	437,966	(69,606)	118.90%
109	PARK ACQUISITION FUND	576,929	134,793	442,136	23.36%
110	CIVIC CENTER DEBT RESERVE	1,515,000	1,000,453	514,547	66.04%
208	91 GO BONDS & 97 LTGO BONDS	962,777	964,344	(1,567)	100.16%
209	2000 NOTE REDEMPTION FUND	2,069,284	1,234,422	834,862	59.65%
301	GENERAL GOVT CAPITAL ASSETS	813,261	407,878	405,383	50.15%
305	GENERAL GOVT CAPITAL IMPROVEMENT	216,405	281,577	(65,172)	130.12%
309	IMPACT FEE-TRUST AGENCY FUND	676,800	189,193	487,607	27.95%
401	WATER OPERATING	983,376	885,374	98,002	90.03%
402	SEWER OPERATING	1,492,662	1,289,590	203,072	86.40%
407	UTILITY RESERVE	409,843	437,202	(27,359)	106.68%
408	UTILITY BOND REDEMPTION FUND	2,441,972	2,257,404	184,568	92.44%
410	SEWER CAPITAL CONSTRUCTION	1,431,605	1,587,020	(155,415)	110.86%
411	STORM SEWER OPERATING	683,612	568,763	114,849	83.20%
420	WATER CAPITAL ASSETS	584,829	768,667	(183,838)	131.43%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	1,781	(60)	103.49%
631	MUNICIPAL COURT		67,881	(67,881)	
		<b>\$ 27,712,572</b>	<b>\$ 26,438,862</b>	<b>\$ 1,273,711</b>	<b>95.40%</b>

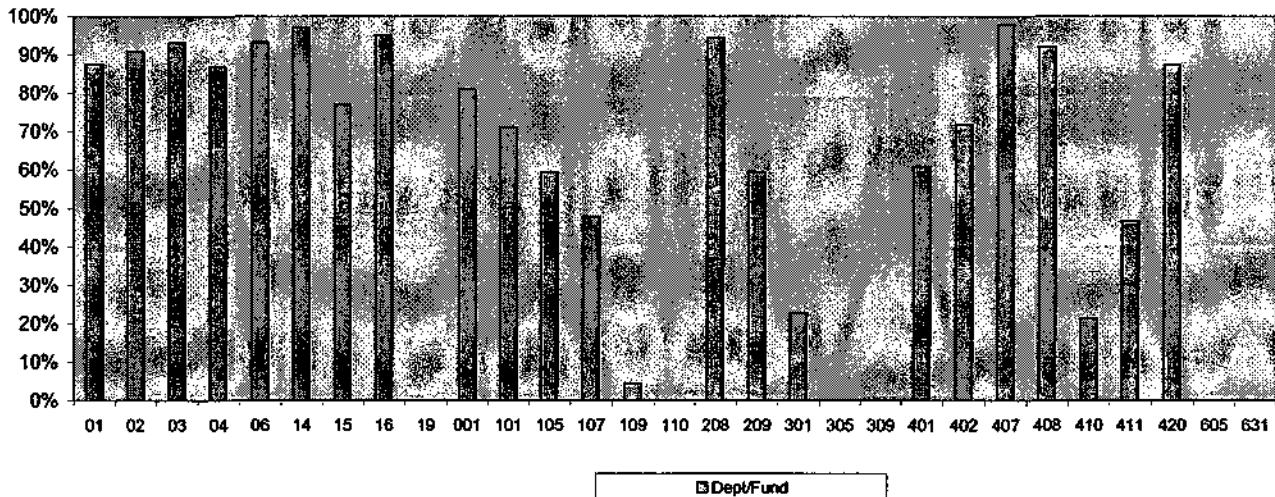
**Resources as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING December 31, 2003**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 3,416,500	\$ 2,993,399	\$ 423,101	88%
02	LEGISLATIVE	55,700	50,618	5,082	91%
03	MUNICIPAL COURT	317,050	295,557	21,493	93%
04	ADMINISTRATIVE/FINANCIAL	744,500	646,459	98,041	87%
06	POLICE	1,746,850	1,630,077	116,773	93%
14	COMMUNITY DEVELOPMENT	939,700	914,018	25,682	97%
15	PARKS AND RECREATION	761,650	585,630	176,020	77%
16	BUILDING	236,000	224,377	11,623	95%
19	ENDING FUND BALANCE	844,027	-	844,027	
001	TOTAL GENERAL FUND	9,061,977	7,340,136	1,721,841	81%
101	STREET FUND	3,418,745	2,430,386	988,359	71%
105	DRUG INVESTIGATION FUND	3,414	2,030	1,384	59%
107	HOTEL-MOTEL FUND	388,360	176,145	192,215	48%
109	PARK ACQUISITION FUND	576,929	25,825	551,104	4%
110	CIVIC CENTER DEBT RESERVE	1,515,000	-	1,515,000	
208	91 GO BONDS & 97 LTGO BONDS	962,777	908,602	54,175	94%
209	2000 NOTE REDEMPTION FUND	2,069,284	1,231,683	837,601	60%
301	GENERAL GOVT CAPITAL ASSETS	813,261	185,614	627,647	23%
305	GENERAL GOVT CAPITAL IMPROVEMENT	216,405	-	216,405	
309	IMPACT FEE-TRUST AGENCY FUND	676,800	-	676,800	
401	WATER OPERATING	983,376	599,510	383,866	61%
402	SEWER OPERATING	1,492,662	1,072,113	420,549	72%
407	UTILITY RESERVE	409,843	400,950	8,893	98%
408	UTILITY BOND REDEMPTION FUND	2,441,972	2,246,907	195,065	92%
410	SEWER CAPITAL CONSTRUCTION	1,431,605	304,807	1,126,798	21%
411	STORM SEWER OPERATING	683,612	319,230	364,382	47%
420	WATER CAPITAL ASSETS	584,829	510,587	74,242	87%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	-	1,721	
631	MUNICIPAL COURT	-	61,990	(61,990)	
		<b>\$ 27,712,572</b>	<b>\$ 17,816,514</b>	<b>\$ 9,896,058</b>	<b>64%</b>

**Expenditures as a Percentage of Annual Budget**



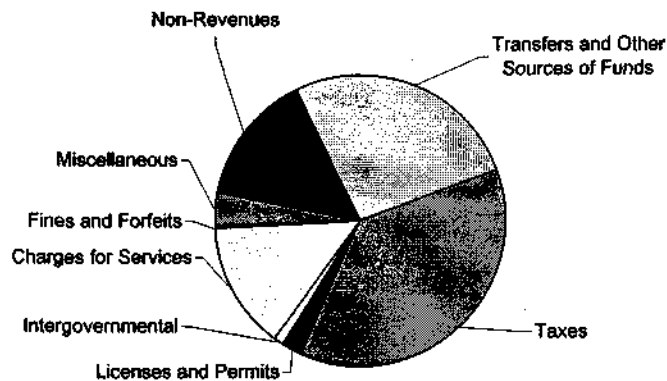
**CITY OF GIG HARBOR  
YEAR-TO-DATE REVENUE SUMMARY  
BY TYPE  
FOR PERIOD ENDING December 31, 2003**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 6,860,093
Licenses and Permits	376,685
Intergovernmental	248,046
Charges for Services	2,565,430
Fines and Forfeits	82,365
Miscellaneous	640,616
Non-Revenues	2,726,953
Transfers and Other Sources of Funds	4,898,165
Total Revenues	<u>18,398,353</u>
Beginning Cash Balance	8,040,509
Total Resources	<u>\$ 26,438,862</u>

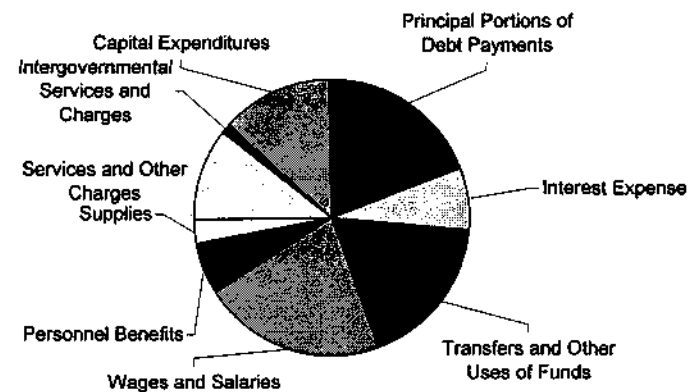
**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
BY TYPE  
FOR PERIOD ENDING December 31, 2003**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 3,810,519
Personnel Benefits	1,111,735
Supplies	451,251
Services and Other Charges	1,971,430
Intergovernmental Services and Charges	199,585
Capital Expenditures	2,305,897
Principal Portions of Debt Payments	3,474,618
Interest Expense	1,278,278
Transfers and Other Uses of Funds	3,213,201
Total Expenditures	<u>17,816,514</u>
Ending Cash Balance	8,721,947
Total Uses	<u>\$ 26,538,461</u>

**Revenues by Type - All Funds**



**Expenditures by Type - All Funds**





CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF December 31, 2003

	SPECIAL REVENUE FUNDS										TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	110 CIVIC CENTER DEBT RESERVE	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINTENANCE	
CASH	\$ 139,029	\$ 91,889	\$ 71	\$ 16,913	\$ 33,879	\$ 32,171	\$ 11,384	\$ 18,138	\$ 12,187	\$ 115	\$ 216,548
INVESTMENTS	2,524,701	1,331,683	1,029	245,639	492,058	966,281	165,340	263,438	177,006	1,666	3,646,141
RECEIVABLES	51,431	33,228	-	-	-	-	-	-	-	-	33,228
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>2,715,161</b>	<b>1,456,600</b>	<b>1,100</b>	<b>262,552</b>	<b>525,937</b>	<b>1,000,453</b>	<b>176,725</b>	<b>281,577</b>	<b>189,193</b>	<b>1,781</b>	<b>3,895,918</b>
<b>LIABILITIES</b>											
CURRENT	207,765	280,276	-	5,050	-	-	-	-	-	-	285,325
LONG TERM	32,776	28,908	-	-	-	-	-	-	-	-	28,908
<b>TOTAL LIABILITIES</b>	<b>240,542</b>	<b>309,183</b>	<b>-</b>	<b>5,050</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>314,233</b>
<b>FUND BALANCE:</b>											
BEGINNING OF YEAR	2,736,367	1,435,749	3,088	232,287	416,999	-	196,593	115,218	-	1,761	2,401,663
Y-T-D REVENUES	7,078,388	2,142,055	42	201,361	134,793	1,000,453	165,746	166,359	189,193	21	4,000,022
Y-T-D EXPENDITURES	(7,340,136)	(2,430,366)	(2,030)	(176,145)	(25,825)	-	(185,614)	-	-	-	(2,820,001)
<b>ENDING FUND BALANCE</b>	<b>2,474,619</b>	<b>1,147,417</b>	<b>1,100</b>	<b>257,503</b>	<b>525,937</b>	<b>1,000,453</b>	<b>176,725</b>	<b>281,577</b>	<b>189,193</b>	<b>1,781</b>	<b>3,581,685</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>2,715,161</b>	<b>\$ 1,456,600</b>	<b>\$ 1,100</b>	<b>\$ 262,552</b>	<b>\$ 525,937</b>	<b>\$ 1,000,453</b>	<b>\$ 176,725</b>	<b>\$ 281,577</b>	<b>\$ 189,193</b>	<b>\$ 1,781</b>	<b>\$ 3,895,918</b>

CITY OF GIG HARBOR  
 STATEMENT OF FINANCIAL POSITION  
 AS OF December 31, 2003

	208 91 GO BONDS SOUNDVIEW DR	209 2000 NOTE REDEMPTION	TOTAL DEBT SERVICE
CASH	\$ 53,758	\$ 176	\$ 53,934
INVESTMENTS	931	2,563	3,494
RECEIVABLES	1,287	-	1,287
FIXED ASSETS	-	-	-
OTHER	-	-	-
<b>TOTAL ASSETS</b>	<b>55,976</b>	<b>2,740</b>	<b>58,715</b>
<b>LIABILITIES</b>			
CURRENT	-	-	-
LONG TERM	-	-	-
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE:</b>			
BEGINNING OF YEAR	53,487	2,719	56,206
Y-T-D REVENUES	911,091	1,231,703	2,142,794
Y-T-D EXPENDITURES	(908,602)	(1,231,683)	(2,140,285)
<b>ENDING FUND BALANCE</b>	<b>55,976</b>	<b>2,740</b>	<b>58,715</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 55,976</b>	<b>\$ 2,740</b>	<b>\$ 58,715</b>

CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF December 31, 2003

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
CASH	\$ 17,646	\$ 11,620	\$ 2,335	\$ 969	\$ 77,923	\$ 14,720	\$ 12,945	\$ 138,159
INVESTMENTS	255,252	167,975	33,918	9,350	1,131,748	214,009	188,014	2,000,266
RECEIVABLES	76,958	245,447	9,195	750,343	(2,019)	105,202	-	1,185,127
FIXED ASSETS	2,946,570	9,559,675	-	-	531,273	891,211	96,933	14,025,662
OTHER	-	-	-	2,945	-	-	-	2,945
<b>TOTAL ASSETS</b>	<b>3,296,426</b>	<b>9,984,717</b>	<b>45,448</b>	<b>763,607</b>	<b>1,738,926</b>	<b>1,225,143</b>	<b>297,891</b>	<b>17,352,158</b>
<b>LIABILITIES</b>								
CURRENT	28,324	696,123	-	394,221	1,310	15,848	35,043	1,170,869
LONG TERM	41,783	45,657	-	2,419,882	-	26,589	-	2,533,911
<b>TOTAL LIABILITIES</b>	<b>70,107</b>	<b>741,780</b>	<b>-</b>	<b>2,814,103</b>	<b>1,310</b>	<b>42,437</b>	<b>35,043</b>	<b>3,704,781</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	3,060,996	9,116,796	302,368	(1,673,544)	1,546,630	1,078,079	560,886	13,992,212
Y-T-D REVENUES	764,833	1,198,253	144,029	1,869,955	495,793	423,857	212,549	5,109,268
Y-T-D EXPENDITURES	(599,510)	(1,072,113)	(400,950)	(2,246,907)	(304,807)	(318,230)	(510,587)	(5,454,103)
<b>ENDING FUND BALANCE</b>	<b>3,226,319</b>	<b>9,242,937</b>	<b>45,448</b>	<b>(2,050,496)</b>	<b>1,737,616</b>	<b>1,182,706</b>	<b>262,848</b>	<b>13,647,377</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 3,296,426</b>	<b>\$ 9,984,717</b>	<b>\$ 45,448</b>	<b>\$ 763,607</b>	<b>\$ 1,738,926</b>	<b>\$ 1,225,143</b>	<b>\$ 297,891</b>	<b>\$ 17,352,158</b>

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF December 31, 2003**

	FIDUCIARY				TOTAL
	631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS	
CASH	\$ -	\$ -	\$ -	\$ -	547,689.84
INVESTMENTS	-	-	-	-	8,174,602
RECEIVABLES	-	-	-	-	1,271,073
FIXED ASSETS	-	19,853,294	-	19,853,294	33,878,955
OTHER	-	-	-	-	2,945
<b>TOTAL ASSETS</b>	<b>-</b>	<b>19,853,294</b>	<b>-</b>	<b>19,853,294</b>	<b>43,875,245</b>
<b>LIABILITIES</b>					
CURRENT	-	-	-	-	1,663,960
LONG TERM	-	-	-	-	2,595,595
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,259,555</b>
<b>FUND BALANCE:</b>					
BEGINNING OF YEAR	(5,890)	19,853,294	-	19,853,294	39,033,852
Y-T-D REVENUES	67,881	-	-	-	18,398,353
Y-T-D EXPENDITURES	(61,990)	-	-	-	(17,816,514)
<b>ENDING FUND BALANCE</b>	<b>0</b>	<b>19,853,294</b>	<b>-</b>	<b>19,853,294</b>	<b>39,615,690</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 0</b>	<b>\$ 19,853,294</b>	<b>\$ -</b>	<b>\$ 19,853,294</b>	<b>\$ 43,875,245</b>

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
BY FUND TYPE  
AS OF December 31, 2003**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
<b>ASSETS</b>								
CASH	\$ 139,029	\$ 216,548	\$ 53,934	\$ 409,511	\$ 138,159	\$ -	\$ -	\$ 547,670
INVESTMENTS	2,524,701	3,846,141	3,494	6,174,336	2,000,266	-	-	8,174,602
RECEIVABLES	51,431	33,228	1,287	85,946	1,185,127	-	-	1,271,073
FIXED ASSETS	-	-	-	-	14,025,662	-	19,853,294	33,878,955
OTHER	-	-	-	-	2,945	-	-	2,945
<b>TOTAL ASSETS</b>	<b>2,715,161</b>	<b>3,895,918</b>	<b>58,715</b>	<b>6,669,794</b>	<b>17,352,158</b>	<b>-</b>	<b>19,853,294</b>	<b>43,875,245</b>
<b>LIABILITIES</b>								
CURRENT	207,765	285,325	-	493,091	1,170,869	-	-	1,663,960
LONG TERM	32,776	28,908	-	61,684	2,533,911	-	-	2,595,595
<b>TOTAL LIABILITIES</b>	<b>240,542</b>	<b>314,233</b>	<b>-</b>	<b>554,775</b>	<b>3,704,781</b>	<b>-</b>	<b>-</b>	<b>4,259,555</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	2,736,367	2,401,663	56,206	5,194,236	13,992,212	(5,890)	19,853,294	39,033,852
Y-T-D REVENUES	7,078,388	4,000,022	2,142,794	13,221,204	5,109,268	67,881	-	18,398,353
Y-T-D EXPENDITURES	(7,340,136)	(2,820,001)	(2,140,285)	(12,300,421)	(5,454,103)	(61,890)	-	(17,816,514)
<b>ENDING FUND BALANCE</b>	<b>2,474,619</b>	<b>3,581,685</b>	<b>58,715</b>	<b>6,115,019</b>	<b>13,647,377</b>	<b>0</b>	<b>19,853,294</b>	<b>39,615,690</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 2,715,161</b>	<b>\$ 3,895,918</b>	<b>\$ 58,715</b>	<b>\$ 6,669,794</b>	<b>\$ 17,352,158</b>	<b>\$ 0</b>	<b>\$ 19,853,294</b>	<b>\$ 43,875,245</b>