

Gig Harbor City Council Meeting

**February 9, 2004
7:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
February 9, 2004 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of January 26, 2004.
2. Correspondence / Proclamations: Performing Arts Day.
3. Amendment to the Bylaws: Gig Harbor Arts Commission.
4. Lodging Tax Distribution of Fund Contracts – 2004.
5. Virtual Law Library – Westlaw Contract.
6. Liquor License Assumptions: Fred Meyer Marketplace & QFC #886.
7. Liquor License Renewals: Market Place Gourmet Deli; Fraternal Order of Eagles; Shell Food Mart; Tides Tavern; and Water to Wine.
8. Approval of Payment of Bills for February 9, 2004.
Checks #42337 through #42463 in the amount of \$892,242.53.
9. Approval of payroll for the month of January.
Checks #3007 through #3053 and direct deposit entries in the amount of \$242,075.33. Check #3031 was voided.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Rotary Centennial Project.
2. First Reading of Ordinance – Text Amendment, 17.65 Special Uses.
3. First Reading of Ordinance – RB-2 Text Amendment to Allow Single Family.
4. First Reading of Ordinance – B-2 Text Amendment – Hospitals as Conditional Use.
5. First Reading of Ordinance – Correcting the Legal Description of Ordinance 938.
6. Historic Preservation Services – Skansie Brothers Park.
7. First Reading of Ordinance – Gig Harbor Arts Commission.

STAFF REPORT: None scheduled.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JANUARY 26, 2004

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

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING:

Calculation of Density in Residential Zones. The Mayor called the public hearing to order at 7:03 p.m. John Vodopich, Community Development Director, presented information on two draft ordinances that would clarify on how residential densities on net buildable lands are calculated. He explained that at the last meeting, there was discussion on the Planned Community Development, Residential-Low section, which states that density is to be based on gross acreage. He explained that both drafts had been amended to include language to reflect that the amendments would not apply to that section of the code.

Clark Davis – 300 Pt. Fosdick Place. Mr. Davis explained that he was representing MJM Developers, whose inquiry and pending litigation prompted the proposed change in the Municipal Code. Mr. Davis said that he takes issue with the claim that this ordinance is just a clarification, as it is a significant change in the law that affects several people. He said that the public comments from the last meeting focus on the exclusion of wetlands and the effect on the number available residential lots, which affects compliance with the GMA. He continued to say that he was puzzled by the response from staff by the inclusion of wetlands as part of net buildable lands. He said that he would defy anyone to give him a principled, logical and legitimate distinction between wetlands and tidelands in calculation of density. He said that the statute, as written, and interpreted by staff, excludes tidelands in the calculation, and there is no reason to include one and not the other.

Mr. Davis urged Council to delay action on this ill-considered ordinance and make any changes part of the comprehensive review of the Comprehensive Plan. He passed out amendments to the zoning text that he had requested some time ago, directing attention to the primary point that density on waterfront doesn't correlate with the lot size. He gave an overview of the concerns outlined in this letter, explaining that the waterfront commercial zone permits a minimum lot area of 6,000 square feet, which equals seven units per acre. Unfortunately, the way the code is written, his client is only entitled 3.5 units per acre without any bonus density. He said that one of two things caused this...a mistake in the code, or that tidelands are to be included in the calculation. He added that the city staff wants to strictly adhere to the code and won't consider a change, except to exclude tidelands. He then handed out a copy of his correspondence that illustrates the problems, which he agrees has to be addressed in the context with the Comprehensive Plan. He again asked Council to delay consideration of the ordinance.

Mr. Davis' final point was that he is unsure of the impact of this ordinance on his pending litigation. He stressed that if they are to prevail in Superior Court, they should not have to return and litigate a constitutional issue with the city. If the Council adopts the ordinance, it should be revised to reflect that if the city has issued a determination that is under appeal, that the outcome of that appeal will control vesting in this case. He asked Council to vote the ordinance down, or to delay consideration and consider the changes in the context of the Comprehensive Plan review. If adopted this evening, he asked that Council revise the ordinance so that it would not apply to his client.

Councilmember Young asked for clarification on why it should be obvious that tidelands should be included in the calculation of density. Mr. Davis explained that there should be no distinction between wetlands and tidelands, and one of the proposed ordinances includes wetlands.

Staff and Councilmembers both stressed that neither ordinance proposed the inclusion of wetlands, and only one ordinance includes the buffers adjacent to wetlands in the calculation. Both ordinances exclude both tidelands and wetlands. Councilmember Young continued to explain that wetland buffers are buildable, but it is impossible to build on tidelands. Mr. Davis pointed out that in appropriate circumstances, you could build some structures over the water on tideland, unlike wetlands or wetland buffers.

Councilmember Young asked for further clarification for what reason would be given to use the tidelands for credit to build on the rest of the property. Mr. Davis said that there is no principled distinction between wetland or wetland buffers, and tidelands. In either event, this is property that cannot be built on, and yet the owner is taxed on the property, and the only reason to exclude them is because they cannot be built on. The restrictions on building in certain classes of wetland buffers are no different than building on tidelands. He said that there are two arguments; the wetlands, which have been addressed, and the impact of this ordinance on available residential lots, both of which apply equally to his client's property. He again stated that there is no logical distinction between wetland buffers and tidelands.

Councilmember Young asked if tidelands could be subdivided. Mr. Davis answered yes, they could, adding that Planning should go back to the drawing board and consider this in a comprehensive review of the Comprehensive Plan, including the waterfront commercial area.

Scott Wagner – 6507 27th Ave. NW. Mr. Wagner spoke in support of Option 'A'. He said that he had not intended to speak, but after listening to the previous speaker, he was concerned that Mr. Davis's comments may upset the Council decision and he wanted to stress his support of the option which includes wetland buffers in the calculation of density.

Dick Allen – 3603 Ross Avenue. Mr. Allen said that would not be in favor of including tidelands in the calculation of density. He explained that there are various sizes of tidelands adjoining each upland property. Some upland properties are quite small, with

huge tidelands, and vice versa. If you are calculating density using the tidelands, the result may be awkward and there would be no consistency in the density along the waterfront.

There were no further comments, and the public hearing was closed at 7:30 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 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.

MOTION: Move to approve the consent agenda as presented.
Young / Franich – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance (continuation) – Calculation Density in Residential Zones. John Vodopich presented these two draft ordinances that provide clarification for the calculation of density in residential zones. He gave an overview of each option, explaining that staff is recommending adoption of Option 'A', which includes wetland buffers in the calculation of net buildable lands. He added that each ordinance had been amended to include language that would exempt PCD Residential Low zone. He said that a review of the Comprehensive Plan was a budgeted objective for 2004 to meet the statutory requirement, and density issues will be addressed on a city-wide basis.

MOTION: Move to adopt Ordinance No. 951, Option 'A' as presented.
Picinich / Conan –

Councilmember Young asked about the vesting concerns voiced by Mr. Davis. Carol Morris, City Attorney, explained that vesting would be addressed by the existing law and additional amendments to the ordinance are not necessary. She advised Council that if

they wished to discuss vesting issues as they pertain to the pending litigation, it could be discussed during Executive Session.

Councilmember Dick spoke in favor of the motion to adopt Option 'A'. He explained that this option treats wetlands the same as tidelands, and waterfront property setbacks are the same as buffers and are included in the calculation of density. He added that if densities in other zones are less than the statutory requirements, the right approach would be to have proper definitions and to correct the deficiencies in densities rather than to change definitions that would affect densities in all areas.

Councilmember Franich agreed with Councilmember Dick's comments in support of Option 'A'. He said that he would like to see the density in the Planned Community Development Residential Low-density zone in Gig Harbor North addressed in the future. The transfer credits in that zone have an affect that he would like to review.

RESTATED MOTION: Move to adopt Ordinance No. 951, Option 'A' as presented.
Picinich / Conan – unanimously approved.

2. Second Reading of Ordinance – Relating to Annexation and Zoning (Hazen Annexation). John Vodopich presented this second reading approving the Hazen Annexation.

MOTION: Move to adopt Ordinance No. 952.
Dick / Franich – unanimously approved.

3. Approval of Property acquisition – Westside Park. Mark Hoppen, City Administrator, explained that a motion to approve the expenditure would enable the property to close tomorrow, providing the city with a significant park on the Westside.

MOTION: Move to approve the purchase of this Westside Park property for seventeen thousand dollars (\$715,000).
Young / Ekberg – unanimously approved.

NEW BUSINESS:

1. Electrical Wiring of Emergency Panel – Gig Harbor Civic Center. John Vodopich explained that during a recent power outage, it was discovered that the emergency backup generator did not supply power to the police ready-room or the computer server room, both critical areas. He answered Council's questions regarding the exclusion of this feature during the construction of the Civic Center.

MOTION: Move to authorize the contract for the wiring of the emergency electrical panel for the Civic Center to Puget Sound Contracting & Electrical LLC in an amount of one thousand eight hundred seventy-three dollars and forty-eight cents (\$1,873.48).
Picinich / Franich – unanimously approved.

STAFF REPORTS:

1. GHPD – December Stats. No verbal report given.
2. 4th Quarter Finance Report. David Rodenbach, Finance Director, reported that all funds and departments at year end are within budget. He offered to answer questions.

PUBLIC COMMENT:

Bruce Rogers – 2804 Harborview Drive. Mr. Rogers said he was present on behalf of his neighbors to thank all those where involved in the completion of the Harborview Street End Viewpoint. He said that the best part is that Council listened to the people, asked for participation, and incorporated the ideas. The neighbors and others that walk there are happy with the results. He concluded that he considers it a privilege to live in a city where you can come before Council and be heard.

Scott Wagner – 6507 27th Ave NW. Mr. Wagner said that he had toured the Street-end project and found it very well done. He commented that it would be perfect spot for a Veteran's Memorial that would include an American flag to welcome the maritime visitors. He mentioned that the graffiti on the old bulkhead at the ferry landing had been painted over with white, which doesn't blend well with the existing gray concrete. He asked if this could be sandblasted or at least painted all one color so that it doesn't stand out.

COUNCIL COMMENTS / MAYOR'S REPORT:

The Mayor welcomed Scott Wagner to the Planning Commission. His appointment was approved as a portion of the Consent Agenda. The Mayor then mentioned that she would like to see a trail along the beach at the street-end project to allow the public an opportunity to actually touch the beach.

Councilmember Franich said that he appreciated Mr. Roger's comments and asked him to thank the residents for coming up with a plan that is both functional and suits the neighborhood. He said that the Skansie Brothers Park property may be a more appropriate place for people to gain access to the beach.

Councilmember Franich continued to say that over the past several weeks there had been a substantial change in the corner of Rosedale and Harborview with the new development. He said that he had received comments that this project is tearing at the fabric of the community. The activity generated by these businesses will negatively impact the residents on Rosedale, and as the city moves forward with the building size analysis, he hopes that Council will look closely at this issue and use common sense when it comes to what is allowed in the corridor.

ANNOUNCEMENT OF OTHER MEETINGS: None.

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

MOTION: Move to adjourn to Executive Session for approximately thirty minutes at 7:54 p.m. for the purpose of discussing the Gig Harbor Police Officers' Guild Contract.
Franich / Ekberg - unanimously approved.

MOTION: Move to return to regular session at 8:25 p.m.
Franich / Ekberg – unanimously approved.

MOTION: Move to accept the Police Officers' Guild Contract 2004-2006 as presented.
Ekberg / Young – unanimously approved.

MOTION: Move to adjourn at 8:27 p.m.
Franich / Picinich - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 15.

Gretchen Wilbert, Mayor

Molly Towslee, City Clerk

The State of Washington



Proclamation

WHEREAS, The Project Action Foundation is celebrating National Performing Arts Day on February 14, 2004, to unite millions of children and adults who participate in the performing arts; and

WHEREAS, National Performing Arts Day seeks to introduce the values of self-esteem, self-discipline, positive body image, and physical fitness for every age, race, gender, and ability level; and

WHEREAS, performing arts provide a powerful foundation for emotional development and success skills that last a lifetime; and

WHEREAS, the participation in performing arts builds strength, character, focus, flexibility, and coordination while enhancing performance skills; and

WHEREAS, performing arts enhance self-esteem, goal setting abilities, and improve confidence, helping people to become healthy and more productive at school and in the workplace; and

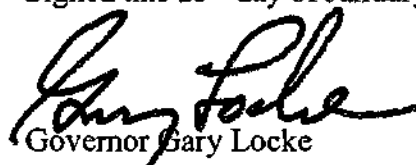
WHEREAS, on National Performing Arts Day, performing arts studios across the nation partner with The Project Action Foundation to provide an opportunity for people to celebrate and recognize the performing arts and their unique ability to communicate ideas and feelings as well as encourage others to learn about and participate in the performing arts;

NOW, THEREFORE, I, Gary Locke, Governor of the state of Washington, do hereby proclaim February 14, 2004, as

Performing Arts Day

in Washington State, and I urge all citizens to join me in this special observance.

Signed this 25th day of January, 2004


Governor Gary Locke





"THE MARITIME CITY"

ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAWN STANTON, CHAIRPERSON, GH ARTS COMMISSION
SUBJECT: RECOMMENDATION FOR AMENDMENTS TO THE BYLAWS
DATE: FEBRUARY 4, 2004

INFORMATION/BACKGROUND

The Gig Harbor Arts Commission has voted to accept several housekeeping amendments to the current bylaws. All adoptions or amendments of Commission Bylaws require City Council ratification for approval and implementation.

RECOMMENDATION: The Arts Commission recommends that council ratify the 2004 Rules of Procedure and Organization Official Bylaws of the City of Gig Harbor Arts Commission.



City of Gig Harbor Arts Commission

AMENDMENT OF RULES OF PROCEDURE AND ORGANIZATION OFFICIAL BYLAWS

ARTICLE I - ORGANIZATION NAME

Section 1. Name

The official name of the organization shall be the City of Gig Harbor Arts Commission, (*Commission*), which is appointed by the Mayor and City Council and which shall serve for terms as established by City Code.

ARTICLE II - OFFICIAL SEAT

Section 1. Official Seat

The official seat of the ~~Arts Commission~~ *Commission* shall be the City of Gig Harbor, ~~City Hall Civic Center 3510 Grandview Street~~, Gig Harbor, Washington. All meetings shall be held at this location except on such occasions and at such times as the ~~Chair~~ *Chairperson* may direct.

ARTICLE III - OFFICERS

Section 1. Nomination and Election of Officers

Nomination of elective officers shall be made by the Commission *annually* at its regular ~~meeting of April~~ *April meeting*. A nominee receiving a majority vote of those present at the election shall be declared elected.

Section 2. Duties of Officers

A. Chair

The Chair shall preside at all meetings and public hearings conducted by the Commission

and shall call special meetings when it is deemed necessary. The Chair shall appoint all sub-committees and shall be an ex-officio member of each. The Chair shall sign official transmittals involving the authority of the Commission. The Chair shall have all of the duties normally conferred by parliamentary usage on such officers and shall perform such other duties as may be ordered by the Commission except as otherwise noted in these rules or by City Code.

B. Vice-Chair

The Vice-Chair shall assume the duties and powers of the Chair in the Chair's absence. If the Chair and Vice-Chair are both absent, the Commission may, by a majority vote, elect a temporary Chair, who shall assume the duties and powers of the Chair, as prescribed.

Section 3. Record of the Meeting

The official record of each meeting shall be the taped recording of such meeting. Minutes of each meeting shall be on file in the City of Gig Harbor Office of the City Clerk.

ARTICLE IV - MEETINGS

Section 1. Regular Meetings Schedule

Regular meetings of the Commission shall be conducted on the second Tuesday of each month. When a regular meeting falls on a holiday, the Chair of the Commission may establish a specific date for the rescheduling of a public meeting at least one week prior to the meeting date, and with proper notification rendered to Commission members and the local newspaper. Commission work sessions shall start at 7:00 p.m. All public hearings or meetings where public comments are requested shall start at 7:00 p.m., unless the Chair determines that an earlier meeting time is appropriate.

Section 2. Recessed Meeting

Any regular meeting may be recessed to a definite time and place by a majority of the Commission members present at the meeting.

Section 3. Special Meetings

The Chair may call special meetings, by a majority vote of the Commission members present at a meeting, or by direction of a majority of the City Council.

Section 4. Notice of Meetings

The Office of the City Clerk shall give written notice of all regular and special meetings to the members of the Commission. Notice of all regular meetings shall be distributed at least two (2) days prior to the meeting. Notice of all special meetings shall be postmarked at least two (2) days prior to

the meeting. The notice shall state the time and place of the meeting and shall be accompanied by an agenda of the matters to be considered by the Commission at such a meeting. The agenda of all regular meetings shall be closed at the end of the normal working day on the Thursday prior to the following meeting of the Commission.

Petitions and communications from the audience and matters brought to the meeting by the commission members, and which are not on the agenda for the meeting, may be received and discussed at the meeting. However, no official action may be taken on any matter, which is not included on the agenda for such meeting, or which has been added to the agenda after it has been mailed to the Commission members.

Section 5. Attendance at Meetings; Excused Absence; Unauthorized Absence

Commission members are expected to attend all regular meetings. A Commission member who cannot attend a scheduled meeting may be considered as authorized absence if the member notifies the Chair of the absence prior to the meeting time and date.

In the case of three unexcused absences of a Commission member, the Mayor will be asked to appoint, with approval of the City Council, a new member to serve the remainder of the term.

Section 6. Quorum

A. Quorum

A majority of the full membership of the Commission shall constitute a quorum for the transaction of business.

B. Action

Action by the Commission concerning policy matters shall require the favorable vote of a majority of the Commission members participating in the decision.

Section 7. Motions and Voting

The Chair shall restate motions before a vote is taken. The name of the members making and seconding a motion shall be recorded in the minutes of the meeting.

Any action taken by a majority of those present, when those present constitute a quorum, at any regular, recessed or special meeting of the Commission shall be deemed and taken as the action of the Commission.

Section 8. Parliamentary Procedure

Parliamentary procedure in Commission meetings shall be governed by Roberts Rules of Order, Revised, unless it is specifically provided otherwise in these Rules, in other Commission resolutions

or in City Code.

Section 9. Records Public

All regular, recessed and special meetings, hearings, records and accounts shall be open to the public.

Section 10. Adjournment

The deadline for adjournment of all meetings shall be 9:00 p.m. unless, by a vote of a majority of the members present, the meeting may be extended.

ARTICLE V - COMMITTEES

Section 1. Establishment of Committees

The Commission may establish such standing or special committees, as it deems advisable and assign each committee specific duties or functions. Each standing committee shall consist of at least three (3) members. No standing or special committee shall have the power to commit the Commission to the endorsement of any plan or program without its submission to the body of the Commission.

Section 2. Appointment and Terms of Committee Members

The Chair of the Commission shall appoint the members of each standing or special committee and shall name the Chair of each committee. The members of each standing committee shall serve for a term of one year. Special committees may be appointed at such times and for such purposes and terms as the Commission approves.

Section 3. Committee Vacancies

Vacancies on committees shall be filled immediately by the Chair of the Commission for the unexpired portion of the term.

Section 4. Meeting of Committees

All committees shall meet at the call of the committee Chair, provided that the Chair of the Commission shall also have the authority to call a special meeting of any committee at any time and upon such notice as he/she may specify.

Section 5. Quorum and Voting

A majority of the members appointed shall constitute a quorum of all committees. The affirmative vote of a majority of the committee membership shall be required for the adoption of a matter before the committee.

ARTICLE VI - AMENDMENTS

Section 1. Amendments

These Bylaws may be proposed for amendment at any regular meeting by the affirmative vote of seven (7) members of the Commission, provided that the proposed amendments have been submitted in writing at a previous meeting. All adoptions or amendments of Commission Bylaws require City Council ratification for approval and implementation.

Chair, City of Gig Harbor Arts Commission

Date



To: MAYOR WILBERT AND CITY COUNCIL
FROM: LAUREEN LUND, MARKETING DIRECTOR
DATE: February 4, 2004
SUBJECT: 2004 CONTRACTS

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

John Fosberg, Graphics Designer Independent Contractor	
Budgeted 2004	\$4,000
Michael Wilford, Web Designer Independent Contractor	
Budgeted 2004	\$3,000

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.

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

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

RECITALS

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

WHEREAS, the Consultant agrees to perform the services more specifically described in Exhibit A Scope of Service, dated November 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 hourly rate of \$100.00, not to exceed \$1000 per quarter or Four Thousand Dollars (\$4000.00) for the duration of this Agreement for the services described in Exhibit A herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by December 31, 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 John Fosberg
6509 46th Street NW
Gig Harbor, WA 98335

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

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

THE CITY OF GIG HARBOR

By:


JOHN FOSBERG

By:

Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

Exhibit A

SCOPE OF SERVICES

Gig Harbor Public Relations

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

One ad for Northwest Travel Magazine	Due March 5 th
Four ads for Sunset Magazine to include;	
February Frolic	Due December 1 st
Spring in Gig Harbor	Due January 5 th
Summer in Gig Harbor	Due March 15 th
Holidays in Gig Harbor	Due September 1
One additional ad to be determined	
3. The Consultant will maintain the Gig Harbor Photo Library digital images and provide the Marketing Director photos as needed digitally through out the year.

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

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

RECITALS

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

WHEREAS, the Consultant agrees to perform the services more specifically described in Exhibit A Scope of Service, dated January 5, 2004, 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 hourly rate of \$50.00, not to exceed \$250 per month or Three Thousand Dollars (\$3000.00) for the duration of this Agreement for the services described in Exhibit A herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by December 31, 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 \$400,000 combined single limit per accident for bodily injury and property damage.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

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

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

THE CITY OF GIG HARBOR

By: _____
Michael Wilford

By: _____
Mayor

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

Exhibit A

SCOPE OF SERVICES

Gig Harbor Tourism Web Design and Maintenance

Michael Wilford (The Consultant) will provide five hours per month of consulting services to do the following during 2004;

- a) update previously designed Gig Harbor promotion pages on www.gigharborguide.com as directed by the Marketing Director.
- b) work with the Marketing Director in January 2004 to develop a web marketing plan for email marketing and newsletters.
- c) design and implement special functionality projects on the tourism website including surveys of website visitors.
- d) design email marketing templates for use by the Marketing Director
- e) provide 10 new web page designs in a 12 month period, to be created as needed and directed by the Marketing Director.



TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: VIRTUAL LAW LIBRARY – WESTLAW CONTRACT
DATE: FEBRUARY 5, 2004

INFORMATION/BACKGROUND

The attached Westlaw Contract, minus a \$600 budgeted cost, is necessary for the operation of the Virtual Law Library installed adjacent to the Municipal Court service window at the entrance to the Civic Center. No attorney seeks to negotiate this contract, not even the City Attorney, who reviewed and approved this contract in late December.

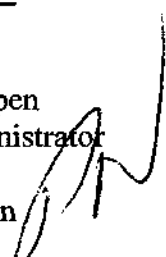
RECOMMENDATION

Staff recommends that the City Council motion to approve this contract as presented.

February 4, 2004

MEMORANDUM

TO: Mark Hoppen
City Administrator

FM: Paul Nelson 

Re: Virtual Law Library Kiosk

As you are aware this budget objective as presented in detail to council during a budget workshop and was subsequently approved in the final budget is awaiting contract approval.

There is one vendor contract to be approved. It is a straight forward service contract and was approved by Carol in late December. Unfortunately, Carol did not receive the contract until after the last council meeting for 2003.

There has been one change to the initial proposal that we presented to council. We agreed to eliminate the "Support Calc." program from the package and have agreed to use a free and less complex version online. In doing so we realize a savings of \$600 in the initial capital outlay.

Kay has coordinated the programming and security issues with the Pierce County Law Library and we are ready to operate the system. I would like to have this on the next agenda so that we can get started and we do not lose the 2003 prices.



Virtual Law Library

Pierce County Law Library

Key Peninsula Branch

[Contact Us](#) | [Forms](#) | [Research Links](#) | [City of Gig Harbor](#) | [Reference](#) | [Directories](#) | [Child Support Calc](#)



Pierce County Law Library

- Contact a reference librarian for help
- Look for a book in the library's catalog



Legal Reference Materials

- Washington's legal encyclopedia (*Washington Practice*)
- Washington's codes (RCW & WAC), County & municipal codes
- Supreme Court reports and appellate court reports



Legal Forms

- Legal forms, State & Federal
- Complete your own forms : *domestic relations, probate and more*



Support Calc

- Washington State's child support guidelines & worksheets
- Helpful support calculator



Court Information, dockets & directories

- Washington State Courts, Pierce County, Gig Harbor & other



Domestic Violence *information and forms*
Helpful Agencies and Organizations

Virtual Law Library
Preliminary Budget (excluding hardware, staff)

<u>Product</u>	<u>Monthly</u>	<u>Discount</u>	<u>First Year</u>
Library Catalog Software (Lasercat)	no charge		n/a
Trillian Pro Instant Messenger Software	n/a		\$ 25.00 (one time charge)
Premise Software (Washington CD Rom research software)			
Washington Practice (legal encyclopedia)	\$ 84.00	20%	\$ 806.40
Revised Code of WA Annotated (RCWA)	\$ 80.00	20%	\$ 768.00
Washington Administrative Code (WAC)	\$ 21.50	20%	\$ 206.40
Washington Cases (supreme court & cts of appeal) includes: RCW, Jury Verdicts, Court Rules	\$ 89.50	20%	\$ 859.20
KeyCite Citator	\$ 75.00		\$ 859.20
Legal+Plus, Support-Gale Software <i>ELIMINATED</i> includes calculator, electronic worksheets law enforcement form and confidential statement			\$ 599.95 (purchase price)
Forms provided by N.W. Justice Project, WA-Probate.com; Linx	no charge		n/a
Internet connection (Gig Harbor LAN?)	no charge		n/a
<i>Subtotal</i>	\$ 266.00		\$ 4,124.15
<i>Tax (8.8)</i>	\$ 23.41		\$ 362.93
TOTAL	<u>\$ 289.41</u>		<u>\$4,487.08</u>

WEST ORDER FORM

610 Opperman Drive, P.O. Box 64833
 St. Paul, MN, 55164-1803
 Tel: 651/687-8000



Account # _____ PO# _____ Date Feb 4 20 04
 Name/Subscriber CITY OF GIG HARBOR
 Address 3510 GRANDVIEW ST Telephone # (253) 851-8136
 City GIG HARBOR State WA Zip 98335
 Order Confirmation Contact _____ Order Confirmation E-Mail _____
 Bill To Address (if different) _____ City _____ State _____ Zip _____
 Bill To Account # (if different) JOHN A SMITH, 571994
 Submitting Rep Name and Number _____ New Account Yes No

Westlaw Password Contact: _____ E-mail (for Westlaw password delivery): _____

WestlawPRO™ Products						
Full Svc #	WestlawPRO Products	Total # of Passwords	Mo. Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
	Keycite Public Access	1				75.00
	<i>(on the internet)</i>					

Notes (including KeyCodes): _____

Total Monthly Charges \$ 75.00

Monthly WestlawPRO Charges are billed on the date West processes Subscriber's order and for 12 months thereafter. If Subscriber elects below to commit to a longer term the Monthly WestlawPRO Charges will be billed as set forth herein. Thereafter, Monthly WestlawPRO Charges are billed at then-current rates.

____ Subscriber's Initials for 24 Month Agreement Notwithstanding anything in the "Subscriber Agreement" (as defined herein), Subscriber agrees to commit to a total of 24 months and the Monthly WestlawPRO Charges for the second 12 month period shall be up to 5% more than the Monthly WestlawPRO Charges for the initial 12 months.

____ Subscriber's Initials for 36 Month Agreement Notwithstanding anything contained in the "Subscriber Agreement", Subscriber agrees to commit to a total of 36 months and the Monthly WestlawPRO Charges for the second 12 month period shall be up to 3% more than the Monthly WestlawPRO Charges for the initial 12 months and the third 12 month period shall be up to 3% more than the Monthly WestlawPRO Charges for the second 12 months.

QuickView+ X

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct. # _____
 Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to the accuracy of charges or other information on QuickView+.

Issue Westlaw Passwords to:

NAME (last, first, middle initial)	Jdg	Clrk	Attv	Lip	Para	Other	Product(s)

Westlaw passwords may only be used by the person to whom the password is issued and sharing of Westlaw passwords is STRICTLY PROHIBITED. Subscriber is responsible for all excluded/ancillary charges as incurred.

X- _____ Subscriber's Initials I attorneys or corporate users are employed by Subscriber at the location identified above.

Internal Corporate Use Only BND

CD-ROM Libraries

Attorneys are employed by Subscriber at the location on page 1 (caselaw Libraries only)

Full Svc #	CD-ROM Products	Total # of Concurrent Users	Monthly CD-ROM Base Rate	Ea. Concurrent User Rate	Other	Total Monthly CD-ROM Charges
	Washington Practice	1				84.00
	Washington Caselaw	1				89.50
	Revised Code of Washington Annotated	1				80.00
	Washington Administrative Code *less 20% SOD	1				21.50 (55.00)

CD-ROM Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 months. Total Charges \$ **220.00**
Thereafter, CD-ROM Charges will be billed at then-current rates.

Print Products/Other Products

Full Svc #	Quantity	Print Products and Other Products	Other	Charges
Total Charges				

Terms: \$ _____ plus tax, per month for approximately _____ months, beginning the month following any applicable incentive. For terms of

12 or 24 months, without interest on principal while installments are paid as agreed.

1. **Subscription Service.** Subscription services may consist of updates and supplements to the service, as follows: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates.

2. **General Provisions.** This Order Form is subject to approval by West in St. Paul, Minnesota, and will be governed by the laws of the state of Minnesota. The state and federal courts sitting in Minnesota will have jurisdiction over any claim and the parties consent to the jurisdiction of such courts. Sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are the responsibility of the Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. Transfer or assignment of rights or obligations by Subscriber constitutes a material breach of this Order Form, the Subscriber Agreement and/or the West Software License Agreement. If any installments, subscriptions or open account charges remain unpaid 90 days after maturity, all unmatrued installments become due and payable at the option of West. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling charges will be added for print products. West may make credit investigations it deems appropriate including the request of a consumer credit report from a credit reporting agency on any individual identified in this Order Form. If Subscriber inquires whether a credit report was requested, West will provide information of such and if a report was received. West will provide to Subscriber the name, address and telephone number of the agency that supplied the report.

3. **Returns.** If you are not completely satisfied with any product you receive from West, you may return it within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges are not refundable.

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan ("Subscriber Agreement"), for packaged Westlaw products and/or CD-ROM Libraries orders is hereby incorporated by reference and made part of this Order Form. Subscriber, by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

X _____ Signature X _____ Date _____

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name _____

Date _____

X _____ Signature X _____

If Subscriber is incorporated or a limited liability entity, the following must be completed by an owner/principal personally: I agree to these terms and personally guarantee payment of this agreement and subscription service furnished thereunder.
Signature X _____

For Credit Card Transactions only:

Visa _____ Master Card _____ American Express _____ Card# _____ Exp. Date _____

THOMSON

WEST

West, a Thomson business
New Account Application

Organization Profile

Organization/Account Name: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____ County: _____
 If Appropriate: Department: _____
 Tax Exempt: Yes No (If yes, attach copy of tax exempt certificate)
 WEB Address: (Optional) _____
 D-U-N-S Number: _____

Type of Organization (Select Single Best Option):

<input type="checkbox"/> Academic	<input type="checkbox"/> Government (Specify)
<input type="checkbox"/> Corporation	<input type="checkbox"/> Municipal Government
<input type="checkbox"/> Sole proprietor/Commercial	<input type="checkbox"/> County Government
<input type="checkbox"/> Solo Attorney	<input type="checkbox"/> State Government
<input type="checkbox"/> Law Firm (Specify Number of Attorneys)=	<input type="checkbox"/> Federal Government
<input type="checkbox"/> Reseller	
<input type="checkbox"/> Other (Specify) _____	

If Appropriate: List Primary Practice Areas: _____

Names of Owners/Principals:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

Contact Name: _____
 Title: _____
 Are you an attorney? Yes No If yes, list bar designation(s): _____
 Social Security Number: _____ Telephone: _____
 E-Mail Address: _____ Fax: _____
 Check to receive important e-mail notifications and special promotions from West. We will not sell, rent or share you information with others.

References

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____	Phone: _____
Contact: _____	Contact: _____

Authorization

The undersigned hereby consents to and authorizes West, A Thomson business, to contact any source listed above and/or use a consumer credit report on any individual identified in this document to determine creditworthiness.

Printed Name: _____
 Signature: _____ Date: _____

Should credit be granted by West, all decisions with respect to the extension or continuation shall be at the sole discretion of West. West does not discriminate against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age provided the applicant has the capacity to enter into a binding contract. West may terminate any credit availability within its sole discretion.

West : 610 Opperman Drive : Eagan, MN 55123 : 1-800-328-WEST



WestDoc Subscriber Agreement

Subscriber Agreement entered into between _____ ("Subscriber") and WEST GROUP ("West") regarding WestDoc, the document retrieval service from Westlaw on the Internet, computer-assisted legal research service, as follows:

1. Subscriber Agreement

By signing this Agreement, and agreeing to the terms of this Subscriber Agreement, you, either as an individual or contracting on behalf of your organization, become a subscriber ("Subscriber") to WestDoc, the document retrieval service for Westlaw. This Subscriber Agreement governs all access to WestDoc and use of the Westlaw data retrieved through WestDoc ("Westlaw Data" including "Downloaded Westlaw Data" as defined below). This is the entire agreement between Subscriber and West relating to WestDoc and the Westlaw Data.

2. Modifications

West may, at any time, amend the Subscriber Agreement and modify, enhance or delete databases, features, services and functions (defined below as "Features") available to Subscriber. The amended Subscriber Agreement will be made available in written form or online and will be effective immediately. If at any time you and/or your organization disagree with the terms and conditions of the Subscriber Agreement, WestDoc access may be terminated as provided in Section 9 below.

3. Charges

The current charge for WestDoc is \$10 for each document retrieved. West will bill and Subscriber will pay all WestDoc charges incurred through use of Subscriber's user name and password. Charges do not include any applicable sales, use, ad valorem, personal property or other taxes for which Subscriber is responsible. If full payment is not made within the time period specified on West's invoice, the maximum legal interest on any unpaid balance will be charged.

4. License

a. Grant. West grants Subscriber a non-exclusive, non-transferable, limited license to access Westlaw Data retrieved through WestDoc. Westlaw consists of various West-owned and third party databases, services and functions (all of which may be referred to as "Features") which may change from time to time. Access to certain Features and Westlaw Data may be restricted. Subscriber is licensed to use Westlaw Data made available solely in the regular course of Subscriber's legal and other research and related work. Public Records Databases and Services are licensed subject to section 5 and along with other Features may be subject to Additional Terms (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain Westlaw Data, the license includes the right to download and temporarily store insubstantial portions of Westlaw Data ("Downloaded Westlaw Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Westlaw Data and (ii) to quote and excerpt from such Downloaded Westlaw Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Westlaw Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts.

b. Limitations. Subscriber may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Westlaw Data, or any portion of the Westlaw Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not expressly prohibited by this Agreement or by the Additional Terms, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. §107). Downloaded Westlaw Data will not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber will not sell, license or distribute Westlaw Data (including printouts and Downloaded Westlaw Data) to third parties or use Westlaw Data as a component of or as a basis for any material offered for sale, license or distribution.

c. Rights in Data. Except for the license granted in this Agreement, all right, title and interest in Westlaw Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors") of Data.

d. Additional Terms and Conditions. Certain Features are governed by terms and conditions which are different than those set forth in this Agreement ("Additional Terms"). Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online or by such other means as West may determine. Additional Terms may be modified effective upon West giving Subscriber notice (in writing, online or otherwise) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

5. Public Records Databases

Public records databases consist of third party public records databases and filings as identified in the Westlaw Directory ("Public Records Databases"). Subscriber will not use Public Records Databases Data in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation, including without limitation the Fair Credit Reporting Act (15 U.S.C.A. §1681 et seq.). Subscriber certifies that it will not use any credit information obtained by it from Public Records Databases as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for governmental licenses.

8. Disclaimer of Warranties and Limitation of Liability
EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, WESTLAW, WESTDOC, FEATURES AND WESTLAW DATA ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE

LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO WESTLAW, WESTDOC, FEATURES OR WESTLAW DATA WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, WILL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT WILL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON WESTLAW DATA, (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, WESTDOC, FEATURES OR WESTLAW DATA, EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING WESTLAW DATA. FURTHER, WEST WILL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. AS USED IN THIS AGREEMENT, "AFFILIATES" MEANS ENTITIES WHICH CONTROL, ARE CONTROLLED BY OR ARE UNDER COMMON CONTROL WITH THE NAMED ENTITY.

7. Limitation of Claims

Except for claims relating to improper use of Westlaw, WestDoc, Westlaw Data or Features no claim, regardless of form, which in any way arises out of this Agreement or the use of, or inability to use, Westlaw, WestDoc, Westlaw Data or Features may be made, nor action based upon such claim brought, by either party to this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

8. No Assignment

This Agreement nor any part of it may be assigned, sublicensed or otherwise transferred to a third party without West's prior written consent. Subscriber is responsible for all access to and use of WestDoc by means of Subscriber's user name and password, even if Subscriber did not know of or authorize such access and use.

9. Termination

This Subscriber Agreement is subject to approval by West in St. Paul, Minnesota. Subscriber may terminate this Subscriber Agreement and access to WestDoc at any time by providing notice of termination to West by e-mail at

webmaster.westdoc@westgroup.com or by United States mail at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service. West may terminate the Subscriber Agreement and access to WestDoc (i) immediately upon giving you written or online notice of termination if Subscriber commits a material breach of this Agreement or if West determines Subscriber is ineligible to use WestDoc, or (ii) upon 30 days prior written notice of termination or online notice of termination posted on WestDoc. Sections 3 and 6 survive any termination of this Agreement.

10. Force Majeure

West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

11. General Provisions

This Subscriber Agreement will be governed by the laws of the State of Minnesota. If any provision of the Agreement is determined by a court to be void, invalid, unenforceable or illegal, the enforceability of the other provisions of the Subscriber Agreement will not be affected. Failure to enforce any provision of this Subscriber Agreement will not constitute a waiver of the right to later enforce it. The headings and captions contained in this Subscriber Agreement are inserted for convenience only and do not constitute a part of this Subscriber Agreement.

SUBSCRIBER

Signature _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Address _____

Contact _____

Telephone _____

Sales Representative _____

Subscriber Agreement for Westlaw® and CD-ROM Libraries



AGREEMENT entered into between "Subscriber" as set forth on the West order form ("Order Form") and West, a Thomson business ("West"), regarding Westlaw and/or CD-ROM Libraries, as follows:

1. **Westlaw and CD-ROM Libraries.** Subscriber may subscribe to Westlaw, West's computer assisted legal research service, via certain packaged Westlaw Schedule A price plans, and/or CD-ROM libraries ("Libraries") by submitting a then-current Order Form. All Library subscriptions shall include access to Westlaw. Westlaw and CD-ROM Libraries are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable Schedule A or as otherwise agreed by the parties in writing. This Agreement supplements but does not supersede any Westlaw Subscriber Agreement in effect between Subscriber and West as of the effective date of this Agreement ("Existing Westlaw Agreement").

2. License.

(a) **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw and the CD-ROM Library(ies) to which Subscriber subscribes. Such license includes the right to access data made available on Westlaw ("Westlaw Data") and data contained in the CD-ROM Library(ies) ("CD-ROM Data," collectively "Data" which includes "Downloaded Data" as defined below). Subscriber may use the Data internally solely in the regular course of legal and other research and related work. Except as otherwise provided with respect to certain Westlaw Data, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts.

(b) **Limitations.** Subscriber may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Data or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the "Additional Terms" (as defined below), as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license or distribute Data (including printouts or Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) **Westlaw.** Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (collectively "Features") which may change from time to time. Access to certain Features may be restricted. Certain Features are licensed subject to paragraphs 3, 6, 7 and 8 which take precedence over the license granted in this paragraph or additional terms ("Additional Terms"), which are different from those set forth in this Agreement. Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online or by such other means as West may determine. Additional Terms may be modified effective upon West giving Subscriber notice (in writing, online or otherwise) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Subscriber may, on an occasional and infrequent basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 3 herein.

(d) **CD-ROM Libraries.** Each Library is licensed for use at a single Subscriber office location ("Site"). In addition, Subscriber's personnel who work at or are assigned to a licensed Site may access the Libraries by remote dial-in access to the Site or off-Site on stand-alone PCs. Each Library is licensed for use on stand-alone PCs or on a single local area network ("LAN") installed at a licensed Site that is electronically linked and capable of sharing the use of one or more CD-ROMs. The Order Form will indicate the number of concurrent users authorized to access each Library licensed for use on a LAN. Each such Library will be licensed with a proprietary control file which Subscriber may install only on the single LAN. Subscriber may transfer the CD-ROM Data contained in the Library to a single storage drive under Subscriber's exclusive control and to maintain such CD-ROM Data as a searchable CD-ROM Software (as defined herein) compatible database subject to the terms and conditions of this Agreement. Subscriber may also use, only at the Site, West-proprietary Data available as part of a Library as set forth in paragraph 3. Access to Data through wide area networks, multiple LANs, multiple sites or similar arrangements is strictly prohibited.

(e) **Rights in Data.** Except for the license granted in this Agreement, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors"). The CD-ROM Data architecture, including the format, layout and data structures, are proprietary. Subscriber may not reverse engineer or otherwise attempt to discern such proprietary architecture. The CD-ROMs and West Software, as defined herein, are and will remain the exclusive property of West, its affiliates and software owners.

3. **West Proprietary Data.** West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Westlaw Data and CD-ROM Data (i.e., documents not licensed by West from third parties) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of the Subscriber Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

4. West Software and westlaw.com™.

(a) **West Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw ("Westlaw Software") or to access third party gateway services and certain Westlaw Features not available when accessing Westlaw with CD-ROM software ("CD-ROM Software" including, but not limited to PREMISE®, LawDesk and Fofco® used to access the Libraries). Subscriber hereby subscribes to Westlaw Software and CD-ROM Software (collectively "West Software") and updates and accompanying documentation as indicated on the Order Form. West Software will be licensed under a license agreement which will accompany the West Software. By using the West Software (including each update) and taking such other action as may be referenced in the agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the West Software in its possession or control.

(b) **westlaw.com.** westlaw.com is an Internet-based service that provides access to Westlaw. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlaw.com (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com, nor may Subscriber reproduce all or any portion of the components of westlaw.com. Subscriber may use Westlaw Data cached in Subscriber's local disk drive solely in support of its use of westlaw.com. Certain software used by Subscriber may not be capable of supporting westlaw.com. The performance of westlaw.com varies with the manufacturers' equipment with which it is used.

5. **Charges and Modification of Charges.** Charges payable for access to Westlaw ("Westlaw Charges") will be as stated on the Order Form, the applicable Schedule A or as otherwise agreed upon in writing by the parties. Westlaw Charges shall commence on the date Subscriber first accesses Westlaw or any Feature or as otherwise stated on the Schedule A or Order Form. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or as stated on the Order Form. The charges currently payable by Subscriber for each Library are as set forth on the Order Form ("CD-ROM Charges"). CD-ROM Charges also include, without limitation, charges for Library additions and Features introduced after the effective date of this Agreement. CD-ROM Charges will be determined by West and may be modified at any time without notice. All charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days of receipt. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

6. **Public Records Databases.** Public records databases consist of third party public records databases and filings as identified in the Westlaw Directory ("Public Records Databases"). Subscriber shall not use Public Records Databases in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation, including without limitation the Fair Credit Reporting Act (15 U.S.C.A. § 1681 et seq.). Subscriber certifies that it will not use any credit information obtained by it from Public Records Databases as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for governmental licenses.

7. Factiva® on Westlaw.

(a) **License.** Factiva on Westlaw is the property of Dow Jones Reuters Business Interactive LLC ("Factiva") and its licensors. Subscriber's access and use of Factiva on Westlaw is governed by the terms and conditions of the Subscriber Agreement including this paragraph. Factiva on Westlaw Databases are subject to Additional Terms (as defined above) as set forth in the Scope screen for each Factiva on Westlaw Database. Data and information made available

on Factiva on Westlaw ("Factiva Data") may be accessed and used solely by Subscriber's employees who are members of the "Legal Market" as defined below ("Permitted Users") for their individual use. Factiva Data may be manipulated, analyzed, reformatted, printed and displayed by a Permitted User on his or her terminal solely in the course of Subscriber's legal, tax, accounting, compliance and related research and work. Subscriber may not, and may not allow any Permitted User to edit, store, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast or circulate Factiva Data, except that Permitted Users may, on an occasional and infrequent basis, store or include an individual article or part thereof in internal reports and in reports, specifically including briefs, court opinions and related legal documents, to customers or in response to their inquiries, provided that such Factiva Data is attributed, where applicable, to the original publisher of the Factiva Data and includes all copyright or other proprietary rights notices, and provided that such dissemination is limited and not intended as a substitute for paying for additional Permitted Users. In no event may the Factiva Data be stored by Permitted Users in order to create their own Factiva Data research application or as an alternative to licensing and paying for the Factiva Data through Westlaw.

(b) **Legal Market.** "Legal Market" means (i) all lawyers, paralegals and support personnel in law firms, legal research firms and in legal departments of enterprises and entities, including but not limited to corporations, businesses, universities, foundations and associations; (ii) all persons who support, enforce, administer, study, create or counsel with regard to the law in executive, legislative and judicial branches of federal, state and local governments of any country or international authority; (iii) tax and accounting professionals and related support staff in accounting, employee benefits, actuarial and tax consulting firms and tax and accounting departments of corporations (but not including those employees who engage in the buying and selling of negotiable financial instruments for such firms or corporations or their customers' accounts); (iv) all faculty, students and support staff in a law, tax and accounting schools; (v) compliance professionals within an enterprise with legal, regulatory, compliance, audit or similar responsibilities who need, in addition to legal research information, general business news and information, including information on particular topical market niche such as insurance, bankruptcy, environment and the like; and (vi) bar associations or other associations of legal providers. Subscriber may not permit access, use or redistribution of Factiva Data by or to any person or entity which is not a member of the Legal Market (including third parties and employees of Subscriber who are not members of the Legal Market).

8. **West Legal Directory™.** Subscriber may use Westlaw Data and CD-ROM Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

9. **Responsibility for Certain Matters.** Subscriber may access Westlaw from additional Subscriber locations upon prior notice of such location. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Libraries, CD-ROM Data, CD-ROM Software, Westlaw, Westlaw Data, Factiva Data, West Software and westlaw.com (collectively the "Deliverables") by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

10. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE LIBRARY, WESTLAW FEATURE OR THE WEST SOFTWARE, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ITS CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON WESTLAW DATA, INCLUDING FACTIVA DATA, AND CD-ROM DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE DELIVERABLES, EVEN IF

WEST OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING WESTLAW DATA, INCLUDING FACTIVA DATA, AND CD-ROM DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. SUBSCRIBER ALSO ACKNOWLEDGES THAT FACTIVA DATA MAY INCLUDE VIEWS, OPINIONS AND RECOMMENDATIONS OF INDIVIDUALS OR ORGANIZATIONS WHOSE THOUGHTS ARE DEEMED OF INTEREST, AND THAT WEST AND FACTIVA DO NOT ENDORSE SUCH VIEWS, GIVE INVESTMENT, TAX OR LEGAL ADVICE, OR ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF WESTLAW.COM ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF WESTLAW DATA OR DAMAGE TO MEDIA.

11. **Limitation of Claims.** Except for claims relating to Westlaw Charges or CD-ROM Charges, or improper use of the Deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

12. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, any Existing Westlaw Agreement, current and future Schedules and Additional Terms, license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

13. **Term and Termination.** This Agreement and each Order Form will become effective upon approval and acceptance by West in St. Paul, Minnesota and will continue in effect until terminated by either party upon at least 30 days prior written notice of termination to the other party; provided, however, this Agreement and each Order Form may not be terminated prior to one year after the first day of the month following the date West processes this Agreement and the Order Form and any subsequent Order Form(s), unless otherwise agreed in the Order Form. West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available. Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(c) and 12), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber. West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of this Agreement or of any obligation to West under any other agreement between the parties. Subscriber may terminate this Agreement or any one or more of Subscriber's Library subscriptions immediately upon giving written notice of termination to West if West commits a material breach hereof. Upon termination of any Library subscription by either party, Subscriber shall immediately destroy the terminated Library(ies) and destroy all CD-ROM Data maintained on a permanent storage drive. Upon any termination of this Agreement, the West Software licenses shall also terminate.

14. **Force Majeure.** West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

15. **Notices.** Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address on the Order Form.

16. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof. West, as used herein, applies to West Publishing Corporation, West Services, Inc., West Applications, Inc. and their affiliates.



Subscriber Agreement for Internet - Based Services

AGREEMENT entered into between _____ ("Subscriber") and West Group ("West"), regarding West's Internet - based services ("Services"), as follows:

1. Subscription

Subscriber may subscribe to the Services by agreeing to the terms and conditions of this Agreement and by submitting a then-current West Group order form ("Order Form") and identifying the Internet-based product requested by Subscriber.

2. License

(a) **Grant.** Subscriber is hereby granted a non-exclusive, non-transferable, limited license to access the Services. The Services may consist of various West-owned and third party databases, services, functions and remotely-accessed gateways (all of which may be referred to as "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber is licensed to use data made available to Subscriber on the Services ("Service Data," which includes "Downloaded Service Data" as defined below) solely for Subscriber's internal business purposes and in the regular course of Subscriber's legal (associated with the practice of law) and other research and related work. Certain Features are licensed subject to paragraph 3 or subject to Additional Terms (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain Service Data, the license includes the right to download and temporarily store insubstantial portions of Service Data ("Downloaded Service Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Service Data and (ii) to quote and excerpt such Downloaded Service Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Service Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts. Subscriber may use any Service Data or any other information cached in Subscriber's local disk drive solely in support of its use of the Services and for no other purpose. The Services are licensed for use at a single Subscriber office location ("Site"), unless otherwise agreed by the parties. The Order Form will indicate the number of concurrent users authorized to access each product.

(b) **Limitations.** Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Services. Further, Subscriber may not reproduce all or any portion of the components of the Services. Subscriber may not copy, download, store, publish, transmit, transfer, sell or otherwise use the Service Data or any portion of the Service Data, in any form or by any means, except (i) as expressly permitted in this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the Additional Terms, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Service Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license or distribute the Service Data (including printouts or Downloaded Service Data) to third parties or use the Service Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) **Rights in the Service Data.** Except for the license granted in this Agreement, all right, title and interest in the Service Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors") of the Service Data.

(d) **Additional Terms and Conditions.** Certain Features are governed by terms and conditions, including charges, which are different than those set forth in this Agreement ("Additional Terms").

Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online or by such other means as West may determine. Additional Terms may be modified effective upon West giving Subscriber notice (in writing, online or otherwise) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online or by such other means as West may determine. Additional Terms may be modified effective upon West giving Subscriber notice (in writing, online or otherwise) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

3. Charges and Billing

The charges (the "Charges") currently payable by Subscriber for each product are as set forth on the Order Form. The Charges may be modified at any time without notice. Charges for additions and for Features introduced after the effective date of this Agreement will be determined by West. All charges are exclusive of sales, use, ad valorem, value added tax (VAT) or equivalent, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days of receipt. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

4. West-Proprietary Data

West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Service Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Service Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Service Data in a Project Database after the project ends, in an archival database used as a research tool or in a database accessible to external users is prohibited.

5. Responsibility for Certain Matters

Subscriber is responsible for notifying West in writing of persons to whom Services passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Services passwords. Subscriber is also responsible for all access to and use of the Service Data by Subscriber's personnel or by means of Subscriber's equipment or Services passwords, whether or not Subscriber has knowledge of or authorizes such access and use.

6. Disclaimer of Warranties and Limitation of Liability

Subscriber acknowledges that provision of the Services entails the likelihood of some human and machine errors, delays, interruptions and losses, including the inadvertent loss of Service Data or damage to media which may give right to loss or damage. The performance of the Services varies with the manufacturers' equipment with which it is used. West does not warrant the level of performance of the Services or that the Features contained in the Services will achieve Subscriber's desired results. Certain software used by Subscriber may not be capable of supporting certain Features. West shall have no liability whatsoever for any claim(s) relating to any user's inability to access the Services properly or completely. NEITHER WEST, ITS AFFILIATES OR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL GENERATED OR PUBLISHED BY WEST. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND THE SERVICE DATA ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE SERVICES OR THE SERVICE DATA WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC SERVICE, PRODUCT OR FEATURE (i.e., DATABASE, SERVICE OR FEATURE), AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM ANY RESEARCH OR RELATED WORK OR TO PERFORM SUCH RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON SERVICE DATA, OR (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE THE SERVICE DATA EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING SERVICE DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE.

7. Limitation of Claims

Except for claims relating to Charges or improper use of the Service Data, no claim, regardless of form, which in any way arises out of this Agreement or the use of, or inability to use, the Services, Service Data or Features may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

8. Effect of Agreement

This Agreement (which includes all applicable Order Forms, Additional Terms and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

9. Term and Termination

This Agreement and each Order Form incorporated herein will become effective upon approval by West in St. Paul, Minnesota and will continue for a minimum of 12 months. Thereafter, Subscriber may terminate any one or more product subscriptions by giving written notice of termination. West may terminate a product subscription upon 30 days prior written notice, if such Service is no longer commercially available. Subscriber may terminate immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraph 8) containing new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber. West may terminate this Agreement, including all product subscriptions immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of this Agreement or of any obligation to West under any other agreement between the parties. Subscriber may terminate this Agreement or any one or more of Subscriber's product subscriptions immediately upon giving written notice of termination if West commits a material breach hereof.

10. Force Majeure

West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

11. Notices

Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address set forth below.

12. General Provisions

This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof.

13. Export Laws

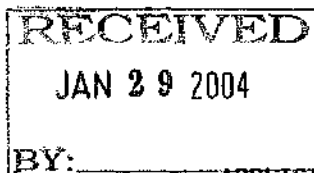
The Services, the Services technology and its related documentation may be subject to and may not be exported or reexported in violation of the U.S. Export Administration Act and its implementing regulations.



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 1/26/04

TO: CITY OF GIG HARBOR



RE: ASSUMPTION
From QUALITY FOOD CENTERS, INC.
Dbc QUALITY FOOD CENTER/QFC #886

BY: APPLICANTS:

QUALITY FOOD CENTERS, INC. DBA QUALITY FOO

License: 362719 - 1J County: 27
UBI: 602-342-740-001-0083
Tradename: QUALITY FOOD CENTERS / QFC #886
Loc Addr: 3110 JUDSON AVE
GIG HARBOR WA 98335-1254

AALBERG, JAMES C 1949-11-21
GIORDANO, DONNA F 1954-05-25
HELDMAN, PAUL W 1951-08-11

Mail Addr: PO BOX 42121
PORTLAND OR 97242-0121

Phone No.: 253-858-2400 GENNY ANDERSON

Privileges Applied For:
GROCERY STORE - BEER/WINE

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

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 1/23/04

TO: CITY OF GIG HARBOR

RECEIVED
JAN 27 2004
BY:

RE: ASSUMPTION
From FRED MEYER STORES, INC.
Dba FRED MEYER MARKETPLACE

APPLICANTS:

FRED MEYER STORES, INC.

License: 076448 - 1J County: 27
UBI: 602-342-738-001-0048
Tradename: FRED MEYER #601
Loc Addr: 5500 OLYMPIC DR BLDG B
GIG HARBOR WA 98335-1489
Mail Addr: PO BOX 42121
PORTLAND OR 97242-0121

AALBERG, JAMES C 1949-11-21
DEATHERAGE, DAVID W 1959-08-10
HELDMAN, PAUL W 1951-08-11
WEBB, DARRELL D 1958-02-19

Phone No.: 253-858-4100 GENNY ANDERSON

Privileges Applied For:
GROCERY STORE - BEER/WINE

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

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20040531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 FIRST PREMIER GROUP, INC.	MARKET PLACE GOURMET DELI & CATERING 8825 N HARBORVIEW STE C & D GIG HARBOR WA 98332 2149	084215	BEER/WINE REST - BEER/WINE OFF PREMISES
2 FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	PRIVATE CLUB - SPIRITS/BEER/WINE NON-CLUB EVENT
3 GRANITE SERVICE, INC.	GIG HARBOR SHELL FOOD MART 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	GROCERY STORE - BEER/WINE
4 DYLAN ENTERPRISES INC.	TIDES TAVERN 2925 HARBORVIEW DR GIG HARBOR WA 98335 0000	356387	TAVERN - BEER/WINE OFF PREMISES
5 WATER TO WINE L.L.C.	WATER TO WINE 3028 HARBORVIEW DR GIG HARBOR WA 98335 1962	082542	BEER/WINE SPECIALTY SHOP

RECEIVED
FEB - 4 2004
BY:

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on MAY 31, 2004. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

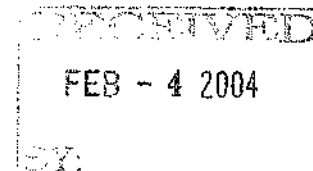
Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010{8}). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and MAY 31, 2004, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LORRAINE LEE, Director
Regulatory Services
Enclosures



MAYOR OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR, WA 98335



'THE MARITIME CITY'

ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: ROTARY CENTENNIAL PROJECT
DATE: FEBRUARY 9, 2004

INFORMATION/BACKGROUND

The City of Gig Harbor 2004 Annual Budget identifies working with the Rotary Clubs of Gig Harbor to build a covered community gathering area as part of the budgeted improvements in 2004 to the Skansie Brothers Park, which also include installation of grass, irrigation and landscaping improvements. In order to initiate summer construction, the Rotary Clubs, the Mayor and the city staff, and the City Council need to clearly resolve siting, design and construction considerations, as well as reach an agreement for the conduct of the project.

The Gig Harbor Rotary Club (meets 7:00 A.M. on Fridays at Cottesmore) and the Mid-Day Rotary Club (meets 12 noon on Tuesdays at Anthonys) are interested in building a shelter that is partly on the Jerisich Dock uplands and partly on the immediately adjacent Skansie Brothers Park grassy area. The proposed project is identified with the Rotary Centennial year, and is intended to show the local Rotary Clubs' appreciation of the city's investment in the Skansie Brothers Park and to demonstrate Rotary's commitment to helping the local community.

The city staff needs to identify the exact location of the project in order to begin the city portion of the year's projects. Grass must be planted the first week in March in order to have adequate growth by the Maritime Gig celebration. Historical preservation analysis of the property and attendant review of site issues, including the structural status of the garage, would also need to address the proposed Rotary project. Staff asks for Council's direction prior to March with respect to the status of the garage and driveway, which could be replaced by grass.

POLICY CONSIDERATIONS

Like the agreement between the Gig Harbor Lions for the Finholm Viewclimb project approved in 1998, the Rotary Centennial Project requires the Rotary Clubs to agree to signature of an agreement (see attached "Agreement") that provides the City of Gig Harbor with the framework for conduct of the project. This agreement, which has been reviewed by the City Attorney, describes the project, identifies the responsibilities of the parties, and obligates the provision of insurance and indemnification.

FISCAL CONSIDERATIONS

The Rotary will be responsible for all costs associated with the development of the covered community gathering area, except that the city will provide power and water to the site of the structure.

RECOMMENDATION

Staff asks the City Council to make a motion to direct staff to gain Rotary Club signature to the attached agreement, including an appropriate Exhibit 'A' and to return the agreement to Council for approval.

AGREEMENT

THIS AGREEMENT is entered into by and between the City of Gig Harbor, Washington municipal corporation (hereinafter "City") and the Gig Harbor Rotary Club, whose address is _____, Gig Harbor, WA 98335, and the Mid-Day Rotary Club, whose address is _____, Gig Harbor, Washington 98335, (hereinafter "Rotary Clubs").

RECITALS

WHEREAS, the City owns property at the Skansie Brothers Park and Jerisich Dock adjacent to Harborview Drive at the foot of Rosedale Street; and

WHEREAS, the Rotary Clubs plan to fund, design and construct a community structure sited on the property with review and approval from city staff, from the city's historical preservation consultant, and from the City Council; and

WHEREAS, the Rotary Clubs intend to pay for the project with funds they raise for the purpose of constructing a significant community asset to celebrate as a Rotary Centennial Year project; and

WHEREAS, the City will review the plans for the permit and be responsible for the overall conduct of the project consistent with the *City of Gig Harbor 2004 Annual Budget*, General Fund, Department 15, Parks and Recreation Objective 10. : **"Skansie Brothers Park Improvements. Install new lawn, irrigation, and upgrade power panel. Work with the local Rotary clubs to construct a community shelter."**; and

WHEREAS, the City will be responsible for installing power and water to the site of the community structure and the Rotary Clubs will be responsible for all other costs related to the design and construction of the community structure; and

WHEREAS, the Rotary Clubs must agree to execute a hold harmless and indemnity agreement for the benefit of the City for any damages or injuries that might occur during the construction phase of the park improvement project; and

NOW, THEREFORE, in consideration of mutual promises set forth herein, it is agreed by and between the City and the Rotary Clubs.

TERMS

Section 1. Permit. The Rotary Clubs agree to submit their design and plans to the City for staff, for historical preservation, and for Council review, prior to approval and issuance of all necessary developmental permits.

Section 2. Construction. If the City approves the permit, the Rotary Clubs agree to fund, design and construct the portion of the project identified in Exhibit 'A' using equipment, materials and personnel furnished by the Rotary Clubs.

Section 3. Status of the Rotary Clubs. The Rotary Clubs are independent contractors and are not agents of the City in the construction of the park improvement identified in Exhibit 'A'. All personnel, employees, contractors and subcontractors used by the Rotary Clubs shall be volunteers, employees or contractors and subcontractors of the Rotary Clubs, and not the City of Gig Harbor, and shall have no claim against the City for compensation or other benefits available to City employees.

Section 4. Indemnification. The Rotary Clubs shall defend, hold harmless and indemnify the City, its officials, officers, and employees and volunteers from and against any claims, demands, penalties, fees, liens, damages, losses and expenses, including attorney's fees and costs, for injury to persons or damage to property arising in connection with the performance of this agreement, until the park improvement identified in Exhibit 'A' is accepted by the City, except for injuries or damage caused by the sole negligence of the City.

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 Rotary Clubs and the City, its officers, officials, employees and volunteers, the liability of the Rotary Clubs shall only be to the extent of the Rotary Clubs' negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Rotary Clubs waiver of immunity under Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 5. Conveyance and Maintenance. Upon completion and acceptance by the City of the park improvement identified in Exhibit 'A', the Rotary Club agrees to convey it to the City by written instrument, without cost. The City shall thereafter assume all ownership, control, maintenance and repair of the park improvement.

Section 6. Insurance. The Rotary Clubs shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons and damage to property which may arise from or in connection with the

performance of the work hereunder by the Rotary Clubs, its contractors, subcontractors, agents or representatives. The Rotary Clubs shall provide a Certificate of Insurance to the City, which is consistent with standards identified in Right-of-Way Use Permit requirements.

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 Lions Club, and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Rotary Clubs' insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim or suit is brought, except with respects to the limits of the insurer's liability.

The Rotary Clubs' insurance shall be primary insurance as respects the City, and the City shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

Section 7. Interpretation and Enforcement. This agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction and venue of any disputes as the terms shall be with the Pierce County Superior Court. The prevailing party in any litigation shall be entitled to its reasonable attorney's fees and costs.

Section 8. Entire Agreement. The entire agreement between the parties with respect to the subject matter is contained in this Agreement. There are no verbal agreements between the parties to modify this agreement.

Section 9. Modification. The parties may agree at any time to modify or amend this Agreement. Any such modification or amendment shall be in writing and shall be signed by the duly authorized representatives of the parties.

DATED this _____ day of _____, 2004.

CITY OF GIG HARBOR

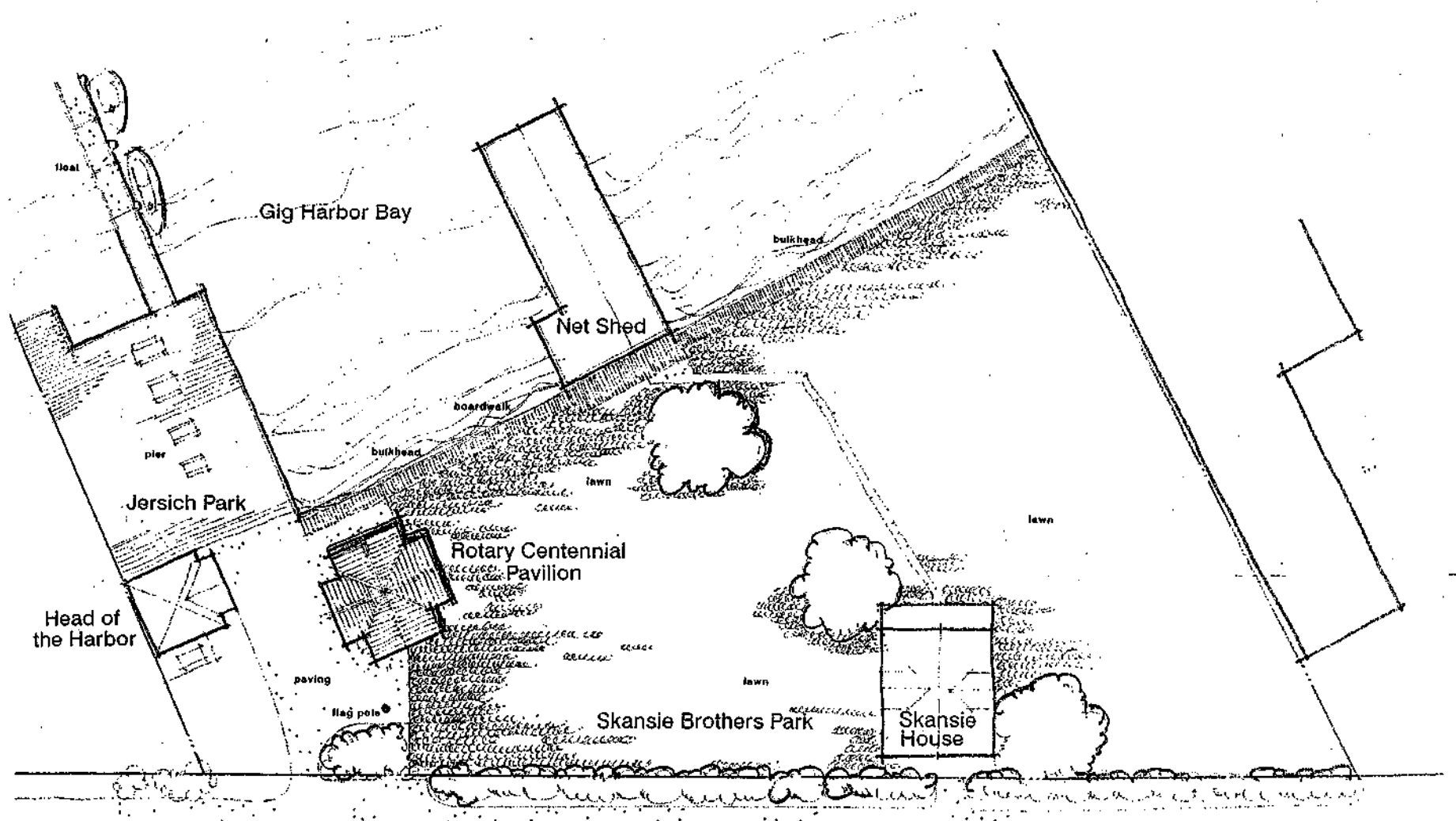
GIG HARBOR ROTARY CLUB

By: _____
Gretchen Wilbert, Mayor

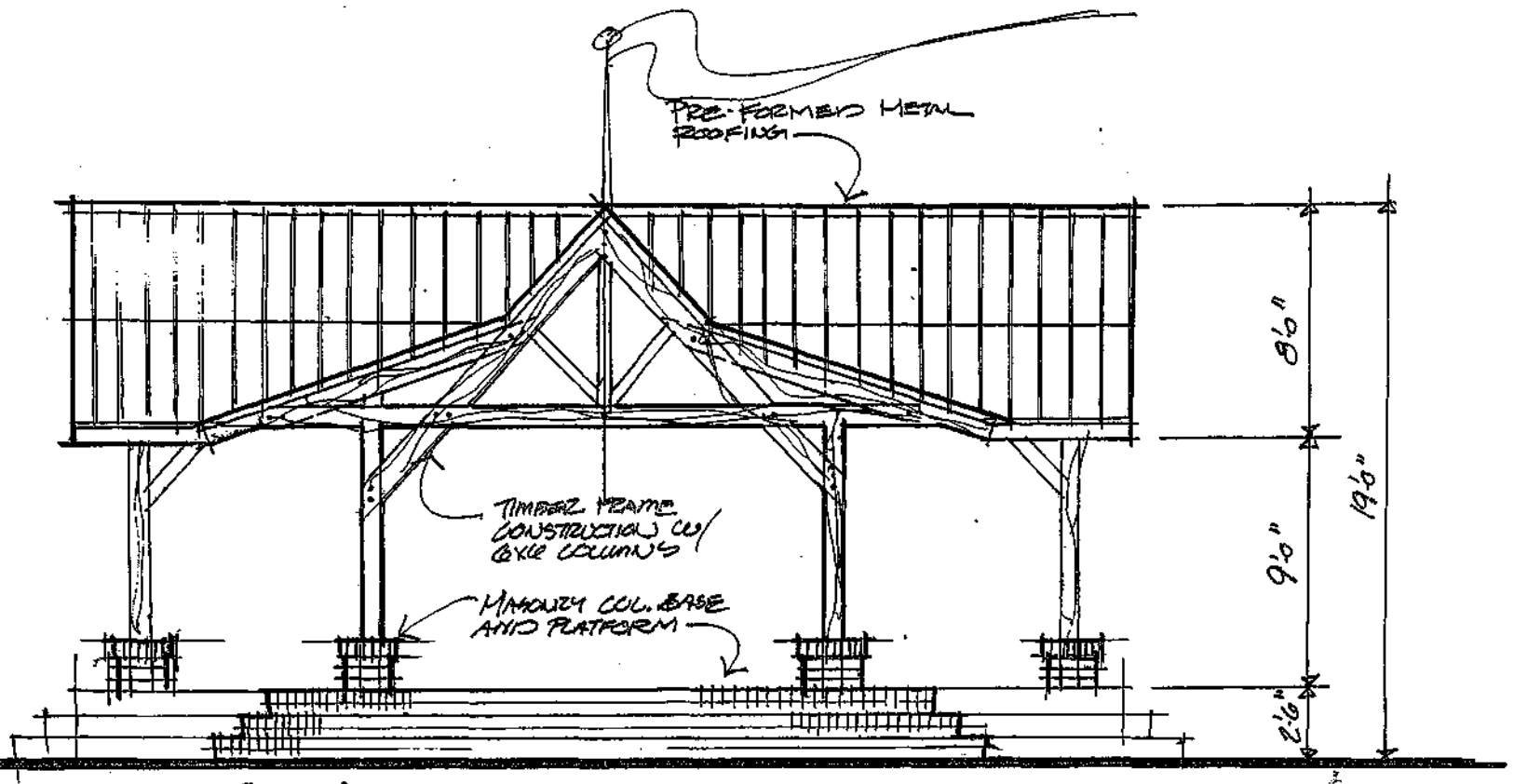
By: _____
Mel Wick, President

GIG HARBOR MID-DAY ROTARY CLUB

By: _____
Pat Williams, President



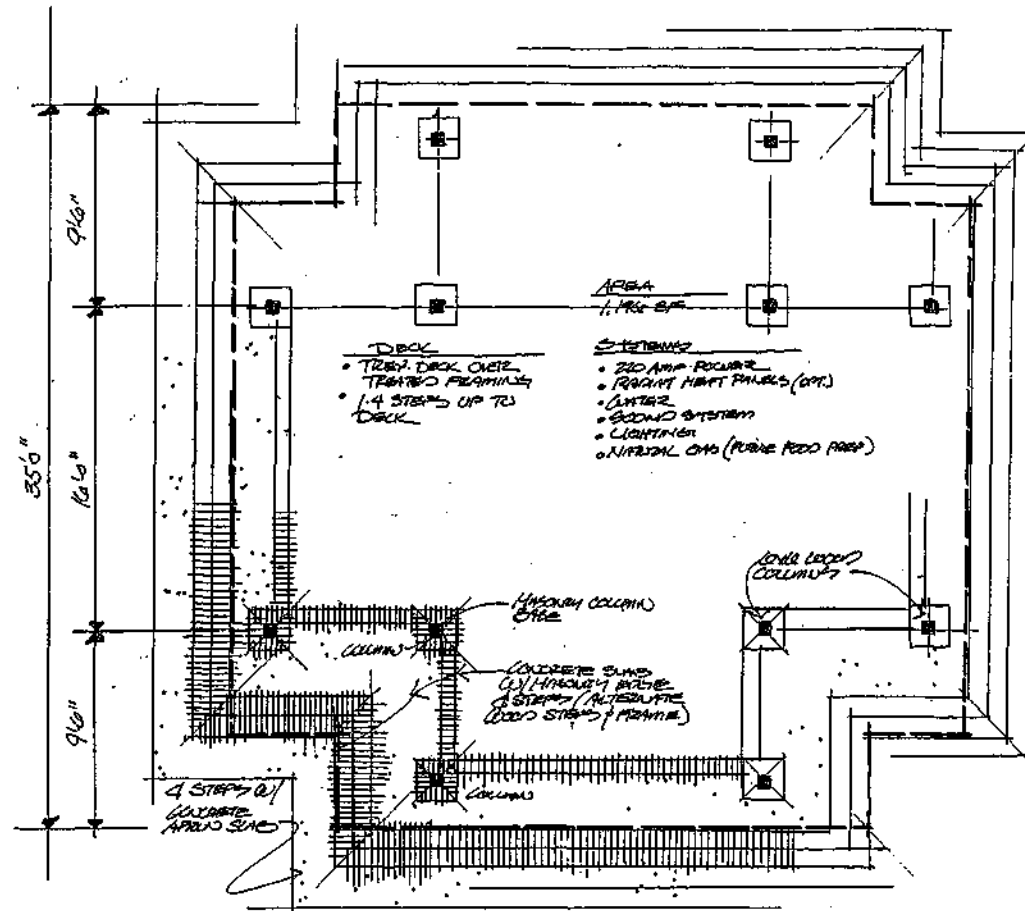
*Rotary Centennial Pavilion
Skansie Brothers Park*



elevation

Rotary Centennial Pavilion
Skansie Brothers Park

SFA SNODGRASS FREEMAN ASSOCIATES, AIA
 ARCHITECTURE
 PLANNING
 CONSULTING
 7700 Prosser Way #200
 Gig Harbor, WA 98335
 (360) 851-8183 Fax: (360) 851-8395



floor plan · dormer design

Rotary Centennial Pavilion
Skansie Brothers Park



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE AMENDING SPECIAL USES, TO
DEFINE SPECIAL USES AND CLARIFY EXISTING REGULATIONS
DATE: FEBRUARY 9, 2004

INFORMATION/BACKGROUND

Attached for the Council's consideration is a draft ordinance amending GHMC chapter 17.65 Special Use Permits, to include a definition for special uses and to clarify existing regulations. The proposed amendment was initiated by City staff. The Special Use chapter provides the City with a means to regulate infrequent, temporary uses. Such uses might include a tent sale locating in a parking lot, or an outdoor art show on private property. Essentially a special use is an event or promotion which occurs outdoors or in temporary structures on private property. It does not include the indoor use of a conference center or community building.

Currently special uses are limited to no more than seven 12-hour event periods in a specified time frame. If an applicant wishes to exceed seven 12-hour event periods, the special use may only be approved as a conditional use. This code provision is contradictory, however, because special uses are not included in the list of conditional uses in any zone, meaning they cannot be approved as a conditional use. Staff initially researched adding special uses as a conditional use to certain zones to resolve this contradiction. However it was discovered that many of the uses proposed for a special use permit were already permitted uses in the zone making it inappropriate to require a conditional use permit. The proposed amendment therefore includes elimination of the requirement for a conditional use permit to allow longer special uses, relying instead upon the site plan review process.

At a Planning Commission work session, questions arose about the permitted frequency of special uses. The code currently states that "a request for more than two special uses per calendar year shall not be considered a special use..." (17.65.050(E) GHMC). The Planning Commission was concerned not only about the frequency of special uses at any one site, but also about traveling vendors who might avoid the costs of a permanent business location by locating at a different site every few weeks/months. To address this concern language was added to limit special uses to no more than two for any given applicant, or for any given site.

While reviewing the special use chapter, staff and the City Attorney identified a number of housekeeping changes intended to clarify the special use permit process. The changes include the addition of a definition of special use, a revised purpose and intent statement, and clarification of the criteria for a complete application. Additionally, the sections on procedure and general conditions have been replaced by an expanded review section, and the exemptions section has been amended to indicate that other permits may be required.

The Planning Commission held a public hearing on the proposed amendments on December 18, 2003. There was no public testimony made at the hearing. After brief discussion, the Planning Commission voted unanimously to recommend approval of the proposed text amendment. A copy of the December 18, 2003 Planning Commission Minutes is attached. Notice of this proposed ordinance was sent to the State for the required 60 day comment period on May 23, 2003. The comment period expired on July 22, 2003; no comments were received.

POLICY CONSIDERATIONS

Applicable land use policies and codes are as follows:

Zoning text amendments are addressed in chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a Zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW).

The Gig Harbor Municipal Code Chapter 17.65 – Special Use Permits. This chapter provides procedures for reviewing and approving uses that are temporary and infrequent in nature.

ENVIRONMENTAL ANALYSIS

A SEPA threshold Determination of Nonsignificance (DNS) was issued for the proposed amendments on May 28, 2003. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on June 4, 2003. The deadline for appealing the determination was June 18, 2003. No appeals have been filed and, to date, no comments have been received. A copy of the DNS is attached for your consideration.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this text amendment.

RECOMMENDATION

This is first reading of the ordinance only. No additional action will be taken during this meeting. **The staff will be recommending that the Council approve the proposed ordinance at the second reading.**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE DEFINITIONS IN 17.04 AND THE STANDARDS FOR SPECIAL USES IN SECTION 17.65. CHANGES INCLUDE ADDING A DEFINITION FOR SPECIAL USES; A NEW PURPOSE STATEMENT AND REVISING THE INTENT STATEMENT IN 17.65.010 GHMC; THE APPLICATION CRITERIA, , REVIEW CRITERIA AND EXPIRATION SECTIONS (17.65.020 AND 17.65.060 GHMC) ARE BEING REVISED TO CLARIFY THE PERMITTING PROCEDURE FOR SPECIAL USES; SECTION 17.65.030 GHMC PROCEDURE, SECTION 17.65.040 GHMC GENERAL CONDITIONS, AND SECTION 17.65.080 REVOCATION OF A SPECIAL USE PERMIT ARE DELETED; SECTION 17.65.100 EXEMPTIONS IS REVISED TO INCLUDE A STATEMENT THAT OTHER PERMITS MAY BE REQUIRED.

WHEREAS, The City made the last update to Chapter 17.65 Special Uses GHMC in 1996; and,

WHEREAS, The City now desires to amend the Zoning Code to define special uses; and,

WHEREAS, The City wishes to clarify the permitting procedure for special uses; and,

WHEREAS, The City's State Environmental Policy Act (SEPA) Responsible Official issued a Determination of Nonsignificance (DNS) under the State Environmental Policy Act Rules (Chapter 197-11-WAC) on May 23, 2003; and

WHEREAS, The Community Development Director forwarded a copy of this ordinance to the Washington State Office of Community Development on May 23, 2003, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on December 18, 2003, and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____; Now, Therefore,

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

Section 1. Section 17.04.742 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.04.742 Special uses

are uses permitted under chapter 17.65 that are permitted or conditionally permitted in the underlying zone, but which are temporary and infrequent in nature, lasting seven days or less and occurring not more than twice in any calendar year by any given applicant or at any given site. Special uses include events or promotions which occur outdoors or in temporary structures, often siting in fields, plazas or parking areas.

Section 2. Section 17.65.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.65.010 Purpose and Intent.

A special use permit is a mechanism by which the City may permit a use to locate within the City on an interim basis for specified periods of time. Because of the limited time allowance special uses can be compatible with, or have limited impacts to neighboring properties and the general community. This chapter is intended to provide flexibility to accommodate these temporary uses. Certain uses, because of their infrequent occurrence temporary nature, are classified as special uses. These types of uses are temporary in nature, of limited duration and may be associated with special events or promotions. These uses may be allowed in certain zoning districts by a special use permit granted by the administrator.

Section 3. Section 17.65.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.65.020 Criteria for a complete application.

A special use permit is a Type I permit application and shall be subject to the following review procedures and requirements:

- A. Complete Application. In addition to the requirements in GHMC 19.02.002, the following requirements must be met for a complete application:
1. Signed and dated application form for a special use permit;
 2. Written statement of justification for approval of the special use permit which meets the criteria in GHMC 17.65.050;
 3. A map site plan showing the proposed location of the requested use, and any existing development on the site. The site plan shall indicate locations of any proposed temporary structures and include a circulation plan showing all access points for the site, all driveways, streets or roads and parking areas.

4. ~~The original and three~~ Four copies of all documents. (Ord. 725 § 6, 1996; Ord. 708 § 1, 1996).

Section 4. Section 17.65.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 5. Section 17.65.040 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. Section 17.65.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.65.050 Review criteria.

- A. Every applicant for a special use permit shall demonstrate that all of the following criteria have been met. Each determination granting a special use permit shall assure that the following conditions are met:
- A. 1. That the type of use for which the special use permit is applied for is permitted or conditionally permitted in the applicable zoning district and is consistent with the description and purpose of the zone district in which the property is located;
 - B. 2. That the granting of the special use permit will not be detrimental to the public health, safety, comfort, convenience and general welfare, will not adversely affect the established character of the surrounding neighborhood, and will not be injurious to the property or improvements in such vicinity and/or zone in which the property is located;
 - C. 3. That the proposed use is properly located in relation to the other land uses in the vicinity; and further, that the use can be adequately served by such public facilities and street capacities without placing an undue burden on such facilities and streets;
 - D. 4. That the site is of sufficient size to accommodate the proposed use;
 - E. 5. The special use may not operate more than seven events during the authorized period. An event is equal to one 12-hour period per day;
 - F. 6. A request for more than two special uses per calendar year by any given applicant or for any given site shall not be considered as a special use and may only be authorized through the site plan approval process, as a conditional use, subject to the requirements in Chapter 17.64 GHMC.
- B. The Director shall determine whether the criteria have been satisfied, and shall approve, approve with conditions or deny the application. The Director may attach conditions pertaining to traffic congestion, parking, or any other public health/safety concerns, to ensure compatibility with adjacent uses and compliance with the above criteria. (Ord. 725 § 7, 1996; Ord. 708 § 1, 1996).

Section 7. Section 17.65.080 of the Gig Harbor Municipal Code is hereby repealed.

Section 8. Section 17.65.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.65.100 Exemptions.

The following activities or uses are exempt from ~~obtaining~~ the requirement of a special use permit, but other permits or approvals may be required:

- A. Annual Christmas tree and fireworks sales;
- B. Community wide events such as annual art fairs, street fairs, ~~etc.~~ operating under a special event license ;
- C. Events approved ~~for use~~ at a city park or facility. (Ord. 708 § 1, 1996).

Section 10. 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 11. 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 _____, 2004.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

DRAFT February 2, 2004

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO: _____

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
Thursday, December 18, 2003
Gig Harbor Civic Center**

PRESENT: Commissioners Paul Conan, Kathy Franklin, Theresa Malich, Bruce Gair, and Dick Allen. Staff present: Steve Osguthorpe, Jennifer Sitts and Rob White.

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of December 4, 2003 as presented. Franklin/Malich – unanimously approved.

NEW BUSINESS

Proposed addition of GHMC Chapter 17.01 – General Regulations, Small Animals and Beekeeping (ZONE 03-13). - Jennifer Sitts went over proposed text, briefing the Commission on discussions with the City Attorney Carol Morris on the scope of the Planning Commission. She stated that nuisance/dangerous animal regulations are located in Title 6 and it is not within the scope of the Planning Commission to make changes to this section, however, a recommendation could be made to council to update Title 6. Prohibiting of animals is possible within the zoning code, but you must have substantial evidence to support it. Additionally Ms. Sitts stated that no city in the state has prohibited beekeeping. Most cities allow it within certain parameters. The City attorney has suggested that we not prohibit bees and use regulations from other cities, modifying them to meet our needs and deal with nuisance animals under Title 6. Ms Sitts further stated that the City of Bellevue has most stringent standards. She outlined the changes made, limiting the number of hives to 4 on any city lot and only allowing bees on lots larger than 20,000 sq ft.

Commissioner Conan asked about the 6 foot physical barrier. How does this keep them from swarming? Planning Manager Steve Osguthorpe suggested removal of the barrier provision and just have a 30 ft setback.

Commissioner Gair asked if we could have the Ewerts look at these changes since they had originally proposed them? Mr. Osguthorpe again reminded the commission that we have to have findings and evidence and prohibit beekeeping. Commissioner Gair asked if since this was a matter of health and safety was there some liability for the city and stated that he would like to have a position paper from experts on bees. Associate Planner Sitts stated that she had researched the topic and couldn't find anything that supports prohibition.

Commissioner Allen stated that bees are dangerous and we live in an urban environment which is not the place for beekeeping and a setback is not going to stop the situation. He further stated that he would rather err on the side of life safety and

assume the risk. Planning Manager Steve Osguthorpe replied that our City Attorney would advise us to utilize the evidence out there, which does not support prohibiting beekeeping. Commissioner Gair stated that there is evidence that bees are fatal. Ms. Sitts clarified that the evidence does not indicate whether these are wild or domesticated bees.

Commissioner Malich suggested requiring beekeepers to have a larger lot? Ms. Sitts stated that the number suggested is an average number, however, we can research it. Mr. Osguthorpe suggested contacting the Ewerts and maybe they know where to obtain this information. Ms. Sitts did ask the state about the number of hives licensed, however she has not received a call back but will keep trying. Bellevue had additional language about re-queening and maintenance, however, staff felt that that would be more appropriately located in title 6. The Planning Commission then directed staff to draft a proposed ordinance for public hearing.

Discussion followed on the other categories of the proposal. Associate Planner Jennifer Sitts reported that there is precedence for prohibiting swine. In the section on household pets staff is recommending allowing them as an accessory use without a maximum number. Ms. Sitts further informed the Commission that they would need to recommend to council a nuisance ordinance if they wanted to limit the number of household pets. There was no substantial change to the section on domestic fowling on size. Ms. Sitts further outlined the section on livestock and informing the Commission that the section on wild animals and reptiles had been removed as that should be in Title 6.

Commissioner Gair asked how many livestock are permitted and stated he thought the number of livestock should be limited. Ms. Sitts stated that there are health regulations which regulate the number of livestock allowed per acre.

Planning Manager Steve Osguthorpe reminded the Commission that we do have regulations regarding where agricultural uses are allowed and that this ordinance is at least more than we have now. Commissioner Conan stated that he did not see a need to address the number of animals.

Proposed amendments to GHMC Chapter 17.54 – Planned Community Development – Business Park (ZONE 03-16)

Senior Planner Rob White gave a brief overview of the application by Swede Hill LLC proposing to add Hospitals to the PCD-BP zone. He further stated that this application was similar to previous proposal adding hospitals to B-2 and reviewed those zones that do allow hospitals; B-2, ED, C-1 and DB. Mr. White stated that the area is capable of supporting high intensity urban development infrastructure and the conditional use criteria can address additional concerns.

Commissioner Conan suggested changing the medical or surgical to medical *and* surgical in the definition of hospital, so as not to include a medical office in the definition of a hospital and reminded the other Planning Commission members that this is not a site specific proposal and therefore could apply to any PCD-BP zone. There was no

further discussion and the Planning Commission directed staff to draft an ordinance reflecting the proposed changes.

PUBLIC HEARING

Proposed amendments to GHMC Chapter 17.28 and 17.30 – Add single family residences and accessory apartments in the RB-1 and RB-2 zones (ZONE 03-10).

Rob White outlined the proposed ordinance and the suggested change to clarify buffers that are required only when commercial and residential uses are adjacent. Mr. White brought the commissions attention a letter from Marco and Carla Malich in support of the change and suggesting further changes to alleviate inconsistencies in the zoning hierarchy. Mr. White explained that RB1 does not include those uses allowed in less intense zones and that Mr. & Mrs. Malich are asking that duplexes also be added.

Marco and Carla Malich, 7216 Myers Lane, Gig Harbor, - Mr. Malich testified that they have an interest in this ordinance as they have RB1 property that would be affected and currently does not allow multi-family use. R2 and R3 allow duplexes and multi-family as does RB2, however, it skips RB1. Mr. Malich stated that he felt that RB1 should include everything allowed in the lesser zones in order for it to function as a transition zone and said that it seems like it was just an oversight that these uses were left out.

Senior Planner Rob White suggested that if the Planning Commission desired, staff could draft a separate ordinance to address the Malich's concerns since SEPA notice has gone out on the current proposal. He further suggested that staff process the current application submitted by Mr. McNellis as it is, so as not to further delay it. Mr. White also noted that the changes Mr. McNellis proposed are already present in the RB1 zone and that is why you only see the changes to RB2.

MOTION - Move to recommend approval of the proposed ordinance Franklin/Conan – unanimously approved.

Planning Manager Steve Osguthorpe will add the text amendment for adding duplexes and multi-family to the RB1, as suggested by Mr. & Mrs. Malich to the Planning Commission schedule.

Commissioner Malich stated that looking at the zoning map you can see the progression and stated that it did not make sense to not include the allowed uses of less intense zones in RB1 and RB2.

Proposed addition of GHMC Chapter 17.67 – Performance Based Height Exceptions (ZONE 03-14) - Associate Planner Jennifer Sitts outlined additional housekeeping changes in the proposed ordinance and passed out the new ordinance with changes shown in red. She further explained the process by which certain structures would have to go through and also let Commission know that there has been public support of these proposed changes.

Robert Harding, DA Hogan & Assoc., Seattle WA - Mr. Harding spoke in support of the

changes and stated that he was specifically interested in sports field lighting. He stated that his company is currently attempting to install lighting at a multi-purpose field at Gig Harbor High School and this change will allow them to go forward.

MOTION:— Move to accept staff recommendation and forward the Planning Commissions recommendation to the City Council.
Conan/Franklin – passed unanimously

Proposed amendment to GHMC Chapter 17.65 – Special Use Permits (ZONE 03-05) – Planning Manager Steve Osguthorpe gave a brief history of the proposed ordinance and the original intention to regulate Farmers Markets. As further research was done it was found to be too cumbersome to regulate. He further stated that Staff then began to address special uses rather than farmers markets specifically. In the proposed ordinance the provisions for special uses make them a conditional use with 7-12-hour events. In the review of each event parking and impacts will be examined. If someone wants more than the allowed number of events it would go through complete site plan review.

Commissioner Franklin asked if there were other additions or changes than those previously proposed? Mr. Osguthorpe stated that there were no additional changes other than those previously suggested by the Planning Commission.

Commissioner Dick Allen stated that 7 12-hour events is somewhat restrictive and Commissioner Conan pointed out that you could have two of those events.

MOTION: Accept the proposed ordinance and forward the recommendation to the City Council.
Malich/Franklin – passed unanimously

There being no further comments the public hearing was closed at 7:40 p.m..

Co-Chair Bruce Gair pointed out that this would be Paul Conan's last meeting with the Planning Commission as he has been elected to the City Council. The entire Planning Commission thanked him for his service to the community.

Additionally Commissioner Gair stated that the Commission will need to elect a new chair person at next meeting as required in the by-laws.

Planning Manager Steve Osguthorpe reminded the Planning Commission to include language in each motion to recommend Council accept ordinance.

NEXT REGULAR MEETING:

January 15 th	Worksession and Public Hearing
February 5 th	Worksession and Public Hearing

ADJOURN:

MOTION: Move to adjourn at 7:45 p.m.
Conan/Franklin – unanimously approved

CD recorder utilized:
Disc #1 Track 1-5
Disc #2 Track 1



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

Determination of Nonsignificance (DNS)
W.A.C. 197-11-970

Environmental Review Application No.: SEPA 03-16

Parcel Number: No parcel number – Proposal is not site-specific

Action: Proposed Amendments to GHMC Chapter 17.65 – Special Use Permits

Proposal: Proposed amendments to Chapter 17.65 of the Gig Harbor Municipal Code. This chapter regulates infrequent uses of a limited duration. Proposed amendments are intended to provide more definitive regulations for farmers markets. Changes include a new purpose statement and revised intent statement in Section 17.65.010 GHMC and added definitions for special use and farmers markets in a new definitions section. Changes also include the exemption of garage sales and rummage sales from the special use permit provisions.

Location: Applicable to City of Gig Harbor and its urban growth area (UGA)

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

Lead Agency: City of Gig Harbor

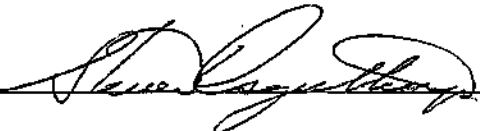
The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

[x] This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of below. **Comments must be submitted by June 18, 2003.**

Any interested person may appeal the adequacy of this final threshold determination to the City of Gig Harbor Hearing Examiner pursuant to the procedures set forth under Title 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received within fourteen (14) days of the date of this notice or **June 18, 2003**, which ever is later. The written appeal must be submitted with a filing fee of one hundred dollars (\$150).

Responsible Official: Steve Osguthorpe
Position Title: Planning & Building Manager Phone: 851-6170

Address: City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA. 98335

Signature  Date: 5-28-03



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY SOUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: AMENDMENT TO THE RESIDENTIAL AND BUSINESS ZONE (RB-2)
TO PERMIT SINGLE-FAMILY AS AN ALLOWED USE
DATE: FEBRUARY 9, 2004

INFORMATION/BACKGROUND

Attached for your consideration and for first reading is an ordinance amending the list of permitted uses in the Residential and Business (RB-2) zone to allow single-family attached and detached dwellings as an allowed use, (GHMC 17.30.020(A)).

The Planning Commission held a public hearing on the proposed amendments on December 18, 2003. One person spoke in favor of the amendments. After brief discussion following public testimony, the Planning Commission voted unanimously to recommend approval of the proposed amendments. The Planning Commission also directed staff to eliminate the requirement in the RB-2 zone to provide buffering when residential development is proposed adjacent to an existing residential zone. A copy of the December 18, 2003 Planning Commission Minutes is attached.

POLICY CONSIDERATIONS

The intent of the RB-2 is to provide a mix of residential and commercial uses. The intent specifically states that multi-family uses should be allowed, but does not purposefully state that anything less than multi-family should not be allowed.

The Comprehensive Plan goal on page 11 of the Comprehensive Plan states, "Promote Community Diversity and Distinction and Increase Housing Opportunities." The definition of this goal is further explained in item #11, (also on page 11), by stating "Expand residential districts and code definitions to allow a broad choice of housing types, locations, and tenures."

ENVIRONMENTAL ANALYSIS

A SEPA threshold determination of Non-significance (DNS) was issued for the proposed amendments on September 24, 2003. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on October 1, 2003. The deadline to file an appeal was October 15, 2003.

FISCAL IMPACTS

None.

RECOMMENDATION

I recommend that the City Council approve the ordinance as presented following the second reading.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
Thursday, December 18, 2003
Gig Harbor Civic Center**

PRESENT: Commissioners Paul Conan, Kathy Franklin, Theresa Malich, Bruce Gair, and Dick Allen. Staff present: Steve Osguthorpe, Jennifer Sitts and Rob White.

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of December 4, 2003 as presented. Franklin/Malich – unanimously approved.

NEW BUSINESS

Proposed addition of GHMC Chapter 17.01 – General Regulations, Small Animals and Beekeeping (ZONE 03-13). - Jennifer Sitts went over proposed text, briefing the Commission on discussions with the City Attorney Carol Morris on the scope of the Planning Commission. She stated that nuisance/dangerous animal regulations are located in Title 6 and it is not within the scope of the Planning Commission to make changes to this section, however, a recommendation could be made to council to update Title 6. Prohibiting of animals is possible within the zoning code, but you must have substantial evidence to support it. Additionally Ms. Sitts stated that no city in the state has prohibited beekeeping. Most cities allow it within certain parameters. The City attorney has suggested that we not prohibit bees and use regulations from other cities, modifying them to meet our needs and deal with nuisance animals under Title 6. Ms Sitts further stated that the City of Bellevue has most stringent standards. She outlined the changes made, limiting the number of hives to 4 on any city lot and only allowing bees on lots larger than 20,000 sq ft.

Commissioner Conan asked about the 6 foot physical barrier. How does this keep them from swarming? Planning Manager Steve Osguthorpe suggested removal of the barrier provision and just have a 30 ft setback.

Commissioner Gair asked if we could have the Ewerts look at these changes since they had originally proposed them? Mr. Osguthorpe again reminded the commission that we have to have findings and evidence and prohibit beekeeping. Commissioner Gair asked if since this was a matter of health and safety was there some liability for the city and stated that he would like to have a position paper from experts on bees. Associate Planner Sitts stated that she had researched the topic and couldn't find anything that supports prohibition.

Commissioner Allen stated that bees are dangerous and we live in an urban

environment which is not the place for beekeeping and a setback is not going to stop the situation. He further stated that he would rather err on the side of life safety and assume the risk. Planning Manager Steve Osguthorpe replied that our City Attorney would advise us to utilize the evidence out there, which does not support prohibiting beekeeping. Commissioner Gair stated that there is evidence that bees are fatal. Ms. Sitts clarified that the evidence does not indicate whether these are wild or domesticated bees.

Commissioner Malich suggested requiring beekeepers to have a larger lot? Ms. Sitts stated that the number suggested is an average number, however, we can research it. Mr. Osguthorpe suggested contacting the Everts and maybe they know where to obtain this information. Ms. Sitts did ask the state about the number of hives licensed, however she has not received a call back but will keep trying. Bellevue had additional language about re-queening and maintenance, however, staff felt that that would be more appropriately located in title 6. The Planning Commission then directed staff to draft a proposed ordinance for public hearing.

Discussion followed on the other categories of the proposal. Associate Planner Jennifer Sitts reported that there is precedence for prohibiting swine. In the section on household pets staff is recommending allowing them as an accessory use without a maximum number. Ms. Sitts further informed the Commission that they would need to recommend to council a nuisance ordinance if they wanted to limit the number of household pets. There was no substantial change to the section on domestic fowling on size. Ms. Sitts further outlined the section on livestock and informing the Commission that the section on wild animals and reptiles had been removed as that should be in Title 6.

Commissioner Gair asked how many livestock are permitted and stated he thought the number of livestock should be limited. Ms. Sitts stated that there are health regulations which regulate the number of livestock allowed per acre.

Planning Manager Steve Osguthorpe reminded the Commission that we do have regulations regarding where agricultural uses are allowed and that this ordinance is at least more than we have now. Commissioner Conan stated that he did not see a need to address the number of animals.

Proposed amendments to GHMC Chapter 17.54 – Planned Community Development – Business Park (ZONE 03-16)

Senior Planner Rob White gave a brief overview of the application by Swede Hill LLC proposing to add Hospitals to the PCD-BP zone. He further stated that this application was similar to previous proposal adding hospitals to B-2 and reviewed those zones that do allow hospitals; B-2, ED, C-1 and DB. Mr. White stated that the area is capable of supporting high intensity urban development infrastructure and the conditional use criteria can address additional concerns.

Commissioner Conan suggested changing the medical *or* surgical to medical *and* surgical in the definition of hospital, so as not to include a medical office in the definition of a hospital and reminded the other Planning Commission members that this is not a site specific proposal and therefore could apply to any PCD-BP zone. There was no further discussion and the Planning Commission directed staff to draft an ordinance reflecting the proposed changes.

PUBLIC HEARING

Proposed amendments to GHMC Chapter 17.28 and 17.30 – Add single family residences and accessory apartments in the RB-1 and RB-2 zones (ZONE 03-10).

Rob White outlined the proposed ordinance and the suggested change to clarify buffers that are required only when commercial and residential uses are adjacent. Mr. White brought the commissions attention a letter from Marco and Carla Malich in support of the change and suggesting further changes to alleviate inconsistencies in the zoning hierarchy. Mr. White explained that RB1 does not include those uses allowed in less intense zones and that Mr. & Mrs. Malich are asking that duplexes also be added.

Marco and Carla Malich, 7216 Myers Lane, Gig Harbor, - Mr. Malich testified that they have an interest in this ordinance as they have RB1 property that would be affected and currently does not allow multi-family use. R2 and R3 allow duplexes and multi-family as does RB2, however, it skips RB1. Mr. Malich stated that he felt that RB1 should include everything allowed in the lesser zones in order for it to function as a transition zone and said that it seems like it was just an oversight that these uses were left out.

Senior Planner Rob White suggested that if the Planning Commission desired, staff could draft a separate ordinance to address the Malich's concerns since SEPA notice has gone out on the current proposal. He further suggested that staff process the current application submitted by Mr. McNellis as it is, so as not to further delay it. Mr. White also noted that the changes Mr. McNellis proposed are already present in the RB1 zone and that is why you only see the changes to RB2.

MOTION - Move to recommend approval of the proposed ordinance
Franklin/Conan – unanimously approved.

Planning Manager Steve Osguthorpe will add the text amendment for adding duplexes and multi-family to the RB1, as suggested by Mr. & Mrs. Malich to the Planning Commission schedule.

Commissioner Malich stated that looking at the zoning map you can see the progression and stated that it did not make sense to not include the allowed uses of less intense zones in RB1 and RB2.

Proposed addition of GHMC Chapter 17.67 – Performance Based Height Exceptions (ZONE 03-14) - Associate Planner Jennifer Sitts outlined additional housekeeping

changes in the proposed ordinance and passed out the new ordinance with changes shown in red. She further explained the process by which certain structures would have to go through and also let Commission know that there has been public support of these proposed changes.

Robert Harding, DA Hogan & Assoc., Seattle WA - Mr. Harding spoke in support of the changes and stated that he was specifically interested in sports field lighting. He stated that his company is currently attempting to install lighting at a multi-purpose field at Gig Harbor High School and this change will allow them to go forward.

MOTION:– Move to accept staff recommendation and forward the Planning Commissions recommendation to the City Council.
Conan/Franklin – passed unanimously

Proposed amendment to GHMC Chapter 17.65 – Special Use Permits (ZONE 03-05) – Planning Manager Steve Osguthorpe gave a brief history of the proposed ordinance and the original intention to regulate Farmers Markets. As further research was done it was found to be too cumbersome to regulate. He further stated that Staff then began to address special uses rather than farmers markets specifically. In the proposed ordinance the provisions for special uses make them a conditional use with 7 12-hour events. In the review of each event parking and impacts will be examined. If someone wants more than the allowed number of events it would go through complete site plan review.

Commissioner Franklin asked if there were other additions or changes than those previously proposed? Mr. Osguthorpe stated that there were no additional changes other than those previously suggested by the Planning Commission.

Commissioner Dick Allen stated that 7 12-hour events is somewhat restrictive and Commissioner Conan pointed out that you could have two of those events.

MOTION: Accept the proposed ordinance and forward the recommendation to the City Council.
Malich/Franklin – passed unanimously

There being no further comments the public hearing was closed at 7:40 p.m..

Co-Chair Bruce Gair pointed out that this would be Paul Conan's last meeting with the Planning Commission as he has been elected to the City Council. The entire Planning Commission thanked him for his service to the community.

Additionally Commissioner Gair stated that the Commission will need to elect a new chair person at next meeting as required in the by-laws.

Planning Manager Steve Osguthorpe reminded the Planning Commission to include language in each motion to recommend Council accept ordinance.

NEXT REGULAR MEETING:

January 15th
February 5th

Worksession and Public Hearing
Worksession and Public Hearing

ADJOURN:

MOTION: Move to adjourn at 7:45 p.m.
Conan/Franklin – unanimously approved

CD

recorder utilized:

Disc #1 Track 1-5
Disc #2 Track 1

ORDINANCE NO. [REDACTED]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE RB-1 AND RB-2 ZONES TO ALLOW SINGLE-FAMILY RESIDENTIAL USES IN SECTION 17.30.020; AND ELIMINATING THE NEED FOR BUFFERING BETWEEN RESIDENTIAL USES IN SECTION 17.30.050(F)

WHEREAS, the intent of the RB-2 zone is to provide a mix of residential and lower intensity commercial uses; and

WHEREAS, the RB-2 zone currently does not allow single-family residential uses; and

WHEREAS, the City's Design Manual encourages mixed use projects which incorporate residential units; and

WHEREAS, allowing single family and accessory apartments in the RB-2 zone will facilitate mixed use projects on lots too small to achieve multi-family density; and

WHEREAS, buffers within the RB-2 zone should only be required when non-residential development is proposed adjacent to an existing residential development or zone; and

WHEREAS, the City's SEPA Responsible Official has made a Determination of Non-Significance for this Ordinance; and

WHEREAS, the City sent a copy of this Ordinance to the Washington State Office of Community, Trade and Development on September 24, 2003; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on December 18, 2003; and recommended approval to the City Council; and

WHEREAS, on [INSERT DATE HERE], 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 17.30.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.30.020 Permitted Uses.

The following uses and structures are permitted in an RB-2 district:

- A. Single-family detached and attached dwellings;
- B. Multiple-family dwellings;
- C. Bed and breakfast accommodations;
- D. Professional offices or services as described in GHMC 17.28.020;
- E. Retail uses clearly accessory to the principal office use of a structure;
- F. Family daycare;
- G. Publicly owned parks and playgrounds;
- H. Banking institutions;
- I. Mobile/manufactured home parks and subdivisions; and
- J. Adult family homes.

Section 2. Section 17.30.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.30.030 Conditional Uses.

Subject to the procedures and other provisions for conditional uses as set forth under this title, the following uses may be permitted in an RB-2 district:

- A. Day care centers containing more than six children;
- B. Nursing homes and retirement centers;
- C. Recreational buildings and community centers;
- D. Public utilities and facilities;
- E. Schools, public and private;
- F. Churches and nonprofit clubs;
- G. Ministorage;
- H. Light assembly and associated storage; and
- I. Hotels and motels; and
- J. Accessory apartments which meet the criteria established under GHMC 17.64.045.

Section 3. Section 17.30.050(F) of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.30.050 Development standards.

F. Any non-residential yard abutting an existing residential use or zone: 40 feet with dense vegetative screening. Easements not having dense vegetative screening are not included.

Section 4. 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 5. 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

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO: _____



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: AMENDMENT TO THE GENERAL BUSINESS ZONE (B-2) TO
CONDITIONALLY ALLOW HOSPITALS
DATE: FEBRUARY 9, 2004

INFORMATION/BACKGROUND

Attached for your consideration and for first reading is an ordinance amending the list of conditional uses in the General Business (B-2) zone to conditionally allow hospitals, (GHMC 17.36.030(H)), and adding the definition of hospital in the definitions section, (GHMC 17.04.412).

The Planning Commission held a public hearing on the proposed amendments on December 4, 2003. One person spoke in favor of the amendments. After brief discussion following public testimony, the Planning Commission voted unanimously to recommend approval of the proposed amendments. A copy of the December 4, 2003 Planning Commission Minutes is attached.

POLICY CONSIDERATIONS

The intent of the B-2 zone is to provide areas that offer a wide range of consumer goods and services. It is further intended to group buildings and business establishments in a manner that creates convenient, attractive and safe development. Acknowledging that many of the existing uses in the B-2 zone are medical or medical related, especially in the vicinity of Olympic Drive and Point Fosdick Drive, staff feels that conditionally allowing hospitals would be consistent with the intent of the zone.

ENVIRONMENTAL ANALYSIS

A SEPA threshold determination of Non-significance (DNS) was issued for the proposed amendments on August 26, 2003. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on September 3, 2003. The deadline to file an appeal was September 17, 2003.

FISCAL IMPACTS

None.

RECOMMENDATION

I recommend that the City Council approve the ordinance as presented following the second reading.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
Thursday, December 4, 2003
Gig Harbor Civic Center**

PRESENT: Commissioners Carol Johnson, Paul Conan, Kathy Franklin, Theresa Malich, Bruce Gair and Paul Kadzik. Staff present: Rob White.

CALL TO ORDER: 7:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of November 20, 2003 as presented. Franklin/Malich – unanimously approved.

NEW BUSINESS

Zoning Code Text Amendment – (ZONE 03-09) Proposed amendments to GHMC Chapter 17.36.030 to add hospitals to the B-2 zone and GHMC 17.04.412 to define hospitals.

Senior Planner Rob White gave a brief staff report. He stated that the Planning Commission had already held a work session and public hearing on the addition of hospitals as a conditional use in the B-2 zone, however, he had the City Attorney review the ordinance prior to taking it to the City Council and it was pointed out that there was no definition of Hospitals in the zoning code. Mr. White further stated that the proposed definition was from Webster's Dictionary.

Chairman Paul Kadzik noted that the verbiage in the ordinance had been changed to just say hospital rather than hospitals and convalescent centers and the definition of hospital is all inclusive.

There being no further discussion, Chairman Paul Kadzik opened the Public Hearing at 7:03 p.m.

PUBLIC HEARING

Zoning Code Text Amendment – (ZONE 03-09) Proposed amendments to GHMC Chapter 17.36.030 to add hospitals to the B-2 zone and GHMC 17.04.413 to define hospitals.

John Hogan, 4709 Pt Fosdick Drive NW, Gig Harbor WA 98335 - Mr. Hogan spoke in favor of the text amendment. Additionally, he stated he was in competition with the Gig Harbor North site for the location of the hospital, however, if the Gig Harbor North site is chosen as the site he believes their location on the Westside is still a good location for another hospital given the existing medical uses in the area. Mr. Hogan also stated that

he felt it was important to include convalescent care in the definition of hospitals as we do not know what kinds of care a hospital may provide in the future. There being no further comment, Chairman Paul Kadzik closed the public hearing at 7:06 p.m.

MOTION - Move to approve the staff's recommended definition of Hospital Franklin/Johnson – unanimously approved.

NEXT REGULAR MEETING:

December 18th	Worksession and Public Hearing
January 15 th	Worksession and Public Hearing

ADJOURN:

MOTION: Move to adjourn at 7:07 p.m.
Malich/Conan – unanimously approved

CD

recorder utilized:

Disc #1 Track 1

ORDINANCE NO. [REDACTED]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING TO THE LIST OF USES CONDITIONALLY ALLOWED IN THE GENERAL BUSINESS (B-2) ZONE TO ALLOW HOSPITALS IN GIG HARBOR MUNICIPAL CODE SECTION 17.36.030(H).

WHEREAS, the intent of the General Business (B-2) zone is to provide a wide range of consumer goods and services and to group buildings and businesses in a manner that creates convenient, attractive and safe development; and

WHEREAS, many of the existing uses in the B-2 zone are medical uses or support medical uses; and

WHEREAS, conditionally allowing hospitals is consistent with the intent of the B-2 zone; and

WHEREAS, the City's Zoning Code does not currently define "hospital"; and

WHEREAS, the City's SEPA Responsible Official has made a Determination of Non-Significance (DNS) for this Ordinance on August 26, 2003; and

WHEREAS, no appeals of the DNS were filed with the City; and

WHEREAS, the City sent a copy of this Ordinance to the Washington State Office of Community, Trade and Development on August 29, 2003; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on December 4, 2003; and recommended approval to the City Council; and

WHEREAS, on [INSERT DATE HERE], 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 17.36.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.36.030 Conditional Uses.

Subject to the requirements of Chapter 17.64 GHMC and the procedures for conditional uses as set forth in this title, the following uses may be permitted in a B-2 district:

- A. Utilities and public service uses such as libraries, electrical substations, water storage facilities, etc.;
- B. Light manufacturing and assembly;
- C. Miniwarehouses;
- D. Recreational buildings and community centers;
- E. Drive-in restaurants;
- F. Radio and television transmission towers;
- and
- G. Residences;
- and
- H. Hospitals, clinics and establishments for people convalescing from illness or operation.

Section 2. Section 17.04 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.04.412 Hospital.

“A 24-hour, emergency care and inpatient institution, in which sick or injured persons can receive medical or surgical treatment.”

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2003.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO: _____



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE CORRECTING THE LEGAL
DESCRIPTION CONTAINED IN ORDINANCE NO. 938
DATE: FEBRUARY 9, 2004

INFORMATION/BACKGROUND

Ordinance No. 938 approved the annexation of one parcel of property located immediately adjacent to and east of the existing city limits located at the intersection of Vernhardson Street (96th Street NW) and Crescent Valley Drive NW on August 11, 2003. As required, the Ordinance was sent to the Washington State Office of Financial Management. The Washington State Department of Transportation Geographic Services Division noted that the map and legal description did not match.

The legal description and map have been revised. The Washington State Department of Transportation Geographic Services Division has reviewed and approved the revision.

Adoption of an Ordinance by Council to correct the legal description is necessary.

POLICY CONSIDERATIONS

None.

FISCAL IMPACT

None.

RECOMMENDATION

I recommend that the Council approve the Ordinance as presented following the second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ANNEXATION OF ONE PARCEL OF PROPERTY LOCATED IMMEDIATELY ADJACENT TO AND EAST OF THE EXISTING CITY LIMITS LOCATED AT THE INTERSECTION OF VERNHARDSON STREET (96th STREET NW) AND CRESCENT VALLEY DRIVE NW, AMENDING CITY OF GIG HARBOR ORDINANCE NO. 938 TO CORRECT THE LEGAL DESCRIPTION IN EXHIBIT A TO ORDINANCE NO. 938.

WHEREAS, on August 11, 2003, the City Council of the City of Gig Harbor adopted Ordinance 938, which approved the annexation of one parcel of property located immediately adjacent to and east of the existing city limits located at the intersection of Vernhardson Street (96th Street NW) and Crescent Valley Drive NW, Gig Harbor, Washington; and

WHEREAS, attached to Ordinance No. 938 as Exhibit A was a legal description of the real property annexed to the City; and

WHEREAS, the City has recently been informed by the State of Washington Office of Financial Management that the legal description of the real property annexed to the City was inaccurate; and

WHEREAS, the City Council seeks to correct the legal description for the property annexed by Ordinance No. 938; and

WHEREAS, the City SEPA Responsible Official has determined that this Ordinance is exempt from SEPA under WAC 197-11-800(6)(d); and

WHEREAS, the City Council held a public hearing and considered this Ordinance on February 9, 2004; and

WHEREAS, the City Council considered this Ordinance at a second reading during its regular City Council meeting of February 23, 2004; Now, Therefore,

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

Section 1. Ordinance No. 938 is hereby amended to eliminate the Exhibit A, attached thereto, entitled "Exhibit A Parcel No. 0222323033"

Section 2. Exhibit A, attached to this Ordinance and incorporated herein by this reference, shall be the legal description for the property annexed to the City under Ordinance 938. Exhibit A, attached hereto, is entitled: "Exhibit A, First Amended Legal Description, Parcel No. 0222323033."

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 23rd day of February, 2004.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

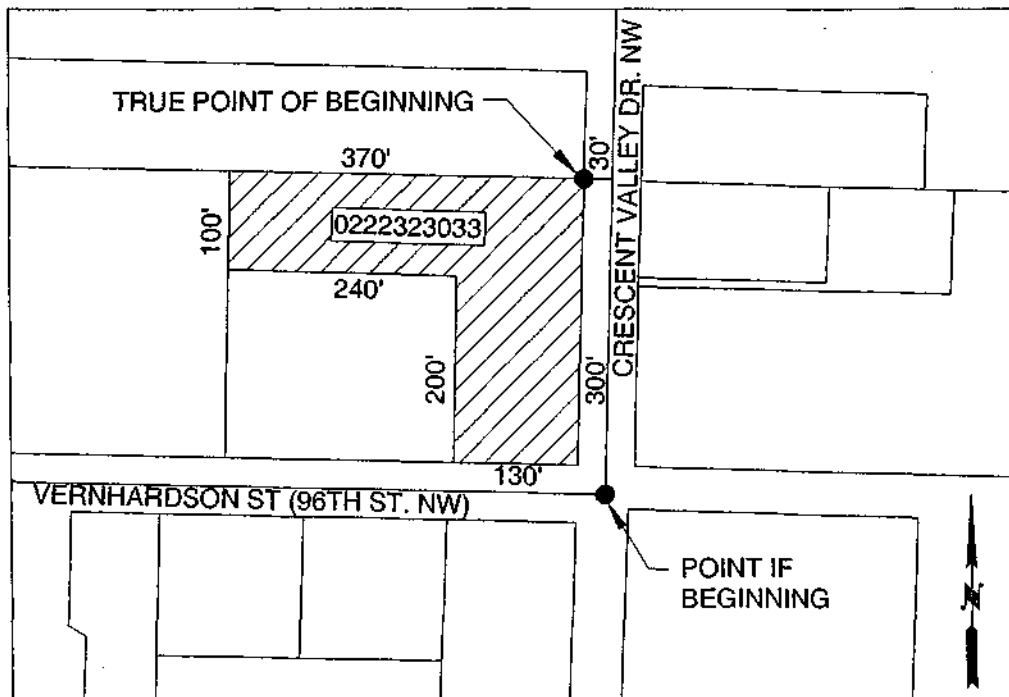
ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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



LEGAL DESCRIPTION

BEGINNING AT THE SE CORNER OF THE SW QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M.; THENCE NORTH 330' ALONG THE CENTERLINE OF SAID SECTION 32, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WEST 30' ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 32 TO THE TRUE POINT OF BEGINNING; THENCE WEST ALONG SAME SAID LINE 370'; THENCE SOUTH 100' ON A LINE PARALLEL TO THE EAST BOUNDARY OF SECTION 32; THENCE EAST 240' ON A LINE PARALLEL TO THE SOUTH BOUNDARY OF SECTION 32; THENCE SOUTH 200' ALONG A LINE PARALLEL TO SAID EAST BOUNDARY; THENCE EAST 130' ALONG A LINE PARALLEL TO SAID SOUTH BOUNDARY; THENCE NORTH 300' ALONG A LINE PARALLEL TO SAID EAST BOUNDARY TERMINATING AT THE TRUE POINT OF BEGINNING.

EXHIBIT A

FIRST AMENDED

LEGAL DESCRIPTION, PARCEL NO. 0222323033

SUMMARY OF ORDINANCE NO.

of the City of Gig Harbor, Washington

On February 23, 2004, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. , the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ANNEXATION OF ONE PARCEL OF PROPERTY LOCATED IMMEDIATELY ADJACENT TO AND EAST OF THE EXISTING CITY LIMITS LOCATED AT THE INTERSECTION OF VERNHARDSON STREET (96th STREET NW) AND CRESCENT VALLEY DRIVE NW, AMENDING CITY OF GIG HARBOR ORDINANCE NO. 938 TO CORRECT THE LEGAL DESCRIPTION IN EXHIBIT A TO ORDINANCE NO. 938

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

APPROVED by the City Council at their meeting of February 23, 2004.

MOLLY TOWSLEE, CITY CLERK



ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: HISTORIC PRESERVATION SERVICES – SKANSIE BROTHERS PARK
DATE: FEBRUARY 4, 2004

INFORMATION/BACKGROUND

If the City Council desires to employ consultant services for the development of an historic structure report and property development master plan for improvements to the Skansie Brothers parks property, it will be necessary to authorize the Mayor to sign the attached city consultant services contract and scope of work. The scope of work meets the recommendation of the ad hoc citizens committee that delivered policy recommendations to the City Council in 2003 for a planned, historic preservation approach to the site and structures at Skansie Brothers Park.

Grulich Architecture and Planning Services was selected from among all 13 engineering, architecture and/or historical preservation firms that identified parks as a focal emphasis on the city's small works roster. Firms were asked whether they could provide primary historic preservation and architectural services, and if not, with whom would they subcontract. Grulich Architecture and Planning Services emerged from this review as the best qualified local architecture firm for these services. It is anticipated that one likely outcome to an HSR and a property development master plan will be grant application, design and construction for the renovation of the Skansie Brothers residence. The current contract will not encompass such renovation, which would be the subject of a future Request for Project to the area architectural, engineering and historic preservation professional community.

POLICY CONSIDERATIONS

The cost of these services is in the not-to-exceed amount of \$41,060. Depending on the outcome of this proposed historic preservation master planning, the city will likely be eligible for 2004 competitive grant application for acquisition costs for the south section of property (house, netshed, and property south of the driveway) from either IAC or ALEA grant accounts for an amount not greater than \$500,000. Additionally, again depending on the outcome of this preparation, the city will likely be eligible for 2004 competitive grant applications for developmental purposes for an amount not greater than \$500,000.

Contingent on 2004 legislative appropriations, the city is already one of three Washington state jurisdictions eligible to receive up to \$500,000 from IAC. This existing grant award is related to the acquisition costs of the grassy area, garage and driveway. The purchase price of the Skansie property was \$2.83 million, which provides the 50% matching requirement for each of the previously identified grant opportunities.

FINANCIAL CONSIDERATIONS

In conjunction with proposed grounds improvements, including grass area upgrade, associated irrigation, and landscape improvement, the proposed contract may exceed the allotted amount in the 2004 budget, but would be manageable with adjustment.

RECOMMENDATION

Staff recommends approval of the contact as presented in the not-to-exceed amount of \$41,060.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRULICH ARCHITECTURE AND PLANNING SERVICES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grulich Architecture and Planning Services, a sole proprietorship, organized under the laws of the State of Washington, located and doing business at 49 Broadway, Suite 200, Tacoma, Washington 98402, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the Skansie Property, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 3, 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 Forty-One Thousand Sixty Dollars and Zero cents (\$41,060.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 31, 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 Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

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

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

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

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

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

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

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in

the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
August Gene Grulich
Grulich Architecture + Planning Services
49 Broadway, Suite 200
Tacoma, Washington 98402
(253) 272-0007

John P. Vodopich, AICP
Community Development Director
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 February, 2004.

CONSULTANT

CITY OF GIG HARBOR

By: August Gene Grulich
Its Principal

By: _____
Mayor

Notices to be sent to:
August Gene Grulich
Grulich Architecture + Planning Services
49 Broadway, Suite 200
Tacoma, Washington 98402
(253) 272-0007

John P. Vodopich, AICP
Community Development Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170
(253) 853-7597
vodopichj@cityofgigharbor.net

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
)
COUNTY OF Pierce) ss.

I certify that I know or have satisfactory evidence that August Gene Grulich 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 Consultant of to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/4/04



Scott L. Koestler

Scott L. Koestler
(print or type name)

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

Tacoma

My Commission expires: 3/11/04

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

**EXHIBIT A - SCOPE OF SERVICES
FOR
HISTORIC STRUCTURES REPORT AND SITE MASTER PLAN
FOR
SKANSIE PROPERTY
HARBOR VIEW DRIVE
GIG HARBOR, WASHINGTON
February 3, 2004**

GRULICH ARCHITECTURE + PLANNING SERVICES (GA+PS) shall provide consultant services to the City of Gig Harbor in the preparation of a Historic Structure Report (HSR) and a Property Development Master Plan for Improvements to the Skansie Property along Harborview Drive in Gig Harbor.

The Scope of Work shall include the preparation of a HSR in accordance with the standards of the National Park service and the will be consistent with the accepted standards of the Washington State Office of Archaeology and Historic Preservation. The HSR will adhere to the standard format established by the National Park Service and include a brief history of the property, a conditions assessment of all buildings, and recommendations for preservation of the buildings.

The development of a Master Plan for the property will include a review of the property over time, and a historic documentation of the site and all buildings known to have been constructed on the site as well as the existing buildings. The Master Plan will include a plan for the future development of the property and buildings. The Master Plan may include alternative designs for the property with design development of the preferred Master Plan.

SERVICES PROVIDED BY THE CITY:

- Provide all available as-built utility plans of the Skansie property.
- Provide all maps, legal descriptions and other documents known to the City.
- Provide a list of all organizations and individuals known to have and interest in or knowledge of the property.
- Provide organizational support for meetings with interested organizations and individuals.
- Provide review comments for all submittals to the City.

SERVICES TO BE PROVIDED:

- Grulich Architect + Planning Services will provide all services required by this agreement.
- GA+PS will use in-house personnel for the majority of the work. GA+PS will provide consultant services as required. GA+PS will provide a complete list of all consultants to the city.

**EXHIBIT A
SCOPE OF SERVICES**

ADDITIONAL SERVICES

GA+PS will provide additional services beyond those identified herein at the request of the City. Additional service will be provided in accordance with the herein stated hourly rates or as negotiated with the City.

DELIVERABLES:

The HSR will be a report presented in an 8 1/2" by 11" format with text, drawings, and photographs. The City of Gig Harbor will receive a 65% submittal draft and a 100% completion document.

GA +PS will provide a master copy of each report. Printing of distribution copies will be at the city's expense.

The Master Plan will be presented in an 8 1/2" by 11" format with larger format drawings as required. The Master Plan will include large scale drawings of the Skansie Property at an appropriate scale .

EXHIBIT B SCHEDULE OF FEES
 SKANSIE PROPERTY
 HISTORIC STRUCTURES REPORT
 & MASTER PLAN

TASKS RATES	PROJ MGR 125.00	PROJ ARCH 65.00	RESEARCH/CLERICAL 50.00	TOTAL
TASK 1				
HISTORIC RESEARCH	40		70	8,500.00
BUILDING DOCUMENTATION LISTINGS OF IMPROVEMENTS & COST ESTIMATES	40	60		8,900.00
REPORT PREPARATION	40	10		5,600.00
	16		20	3,000.00
PROJECT COST - TASK 1				26,000.00
TASK 2				
SITE DEVELOPMENT	40	12		5,780.00
BUILDING ASSESSMENT	40	12		5,780.00
REVIEW OF PAVILION DESIGN & LOCATION	10		2	1,100.00
REPORT PREPARATION	16		8	2,400.00
PROJECT COSTS - TASK 2				15,060.00
TOTAL PROJECT COSTS				\$41,060.00

Reimbursables are included within the stated hourly rates.



TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHA*
SUBJECT: AMENDMENTS TO CHAPTER 2.49 GHMC – ARTS COMMISSION
DATE: FEBRUARY 5, 2004

INFORMATION/BACKGROUND

Objective #5, Parks and Recreation, of the *City of Gig Harbor 2004 Annual Budget* reads:

Continue an Arts Commission Project Support Program to provide funding to nonprofit art and cultural arts organizations that provide benefit to city resident. The program will also fund non-profit organizations that want to do arts projects that involve city resident, such as community service organizations, civic organizations, or libraries. Projects that benefit city residents are the core focus. Project grants can include concerts, theatre productions, and visual arts-related services.
\$20,000 – December.

Due to the lack of response to public requests for citizen interest in service on the committee, the Commission is recommending amendments to Chapter 2.49 to allow members to serve more than two terms if there is an insufficient response to advertisements for participation.

In addition, the commission would like to amend the requirement that seven members of the committee either live or work within the city limits at the time of appointment and throughout the terms of office. The commission suggests that all commission members be selected from the community-at-large.

The Arts Commission has forwarded the attached alterations to the ordinance for your review. The current ordinance for the Arts Commission is also attached for your reference.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, AMENDING THE GHMC CHAPTER 2.49.010
REGARDING THE ESTABLISHMENT OF AND TERMS OF
OFFICE FOR THE GIG HARBOR ARTS COMMISSION.

WHEREAS, there have been several vacancies on the Gig Harbor Arts Commission during the past two years; and

WHEREAS, the lack response from the community to serve on the Commission has not allowed for the filling of those positions within the parameter of the code; and

WHEREAS, members have served two terms which would prohibit them from continuing to serve another term;

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Gig Harbor, Washington as follows:

Section 1. Section 2.49.010 of the City of Gig Harbor Municipal Code is hereby amended to read as follows:

2.49.010 Commission established – Membership.

A. The Gig Harbor arts commission, consisting of nine members appointed by the mayor and confirmed by the vote of a majority of the members of the city council, is established. The term of office shall be three years. Commission members shall be selected for staggered terms. Three commissioners or their successors will serve a one, two or the full three-year term based on the position. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission members' terms shall expire on March 31st and all successive terms shall commence on April 1st. No member shall serve more than two consecutive full terms of office, **unless the vacancy cannot be filled by new applicant(s).**

B. Commission members shall be appointed upon the basis of demonstrated interest, knowledge and support of the arts. Members shall serve without salary or other compensation; provided that members shall be reimbursed for necessary expenses actually incurred with prior administrative approval. ~~Two~~ Commissioners may be selected from the Gig Harbor community-at-large. ~~Seven commissioners shall reside or work within the city limits at the time of appointment and throughout their terms of office.~~

* * *

Section 2. Effective Date. This ordinance shall take effect and be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this ____ day of January, 2004.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 2/4/04
PASSED BY THE CITY COUNCIL:
DATE PUBLISHED:
DATE EFFECTIVE:

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

On _____, 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,
WASHINGTON, AMENDING THE GHMC CHAPTER 2.49.010
REGARDING THE ESTABLISHMENT OF AND TERMS OF
OFFICE FOR THE GIG HARBOR ARTS COMMISSION.**

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 _____,
2004.

BY: _____
Molly M. Towslee, City Clerk

Chapter 2.48

RESERVE POLICE UNIT

(Repealed by Ord. 713)

Chapter 2.49

ARTS COMMISSION

Sections:

- 2.49.010 Commission established – Membership.
- 2.49.020 Rules of procedure.
- 2.49.030 Authority of commission.
- 2.49.040 Meetings and staff services.
- 2.49.050 Budget.

2.49.010 Commission established – Membership.

A. The Gig Harbor arts commission, consisting of nine members appointed by the mayor and confirmed by the vote of a majority of the members of the city council, is established. The term of office shall be three years. Commission members shall be selected for staggered terms. Three commissioners or their successors will serve a one, two or the full three-year term based on the position. All subsequent appointments shall be for three years, or for the duration of an unexpired term in the case of an appointment to a vacancy. All commission members' terms shall expire on March 31st and all successive terms shall commence on April 1st. No member shall serve more than two consecutive full terms of office.

B. Commission members shall be appointed upon the basis of demonstrated interest in, and knowledge and support of the arts. Members shall serve without salary or other compensation; provided, that members shall be reimbursed for necessary expenses actually incurred with prior administrative approval. Two commissioners may be selected from the community-at-large. Seven commissioners shall reside or work within the city limits at the time of appointment and throughout their terms of office.

C. Prior to appointing initial members and filling each vacancy in the membership of the commission, public notice of available positions shall be provided to the news media at least two weeks in advance of appointment. Applicants for vacant positions shall apply to the office of the mayor. (Ord. 876 § 1, 2001).

2.49.020 Rules of procedure.

The commission shall adopt procedural rules governing the transaction of its business. The rules shall include provisions for the date, time and place of regular meetings of the commission. Provisions shall be made for maintaining minutes of commission meetings and records of all commission

reports, conclusions and recommendations. The rules of procedure shall provide for the election of commission officers, which shall include a chairperson and vice chairperson who shall serve for at least one year. The rules of the commission shall provide that all commission meetings shall be open to the public and that notice of meetings shall comply with the Washington Open Public Meetings Act, to the extent proceedings of the commission are governed by such Act. The procedures shall address receipt and processing of citizen proposals and requests. (Ord. 876 § 1, 2001).

2.49.030 Authority of commission.

The arts commission is authorized to take the following actions:

A. On behalf of the city, to encourage, conduct, sponsor or cosponsor public programs to further the development and public awareness of, and interest in, the fine and performing arts;

B. To provide recommendations to the mayor and city council in connection with cultural and artistic endeavors and projects in which the city becomes involved and to act as a representative of the community in such matters;

C. To encourage donations, grants and other support to further expand the arts and cultural services and programs available to citizens of Gig Harbor and members of the Gig Harbor community;

D. To review and make recommendations to the city council with respect to all public and private banner proposals that utilize city of Gig Harbor graphics;

E. To take such other actions as the city council may direct from time to time. (Ord. 876 § 1, 2001).

2.49.040 Meetings and staff services.

A. The arts commission shall meet regularly at least once per month at a date, time and place to be established by the commission. Commission meetings shall be open to the public and written meeting minutes shall be maintained and made available to the public upon approval of the minutes by the commission.

B. The parks department shall be responsible for providing administrative and staff services for the commission and may assign parks department staff to provide services to the commission.

C. The commission shall make a report to the city council at least annually. (Ord. 876 § 1, 2001).

2.49.050 Budget.

Arts commission programs and operating expenses shall be funded from the city general fund, grants, donations and admission charges. The parks department shall be responsible for submitting the annual operating budget to the city administrator and mayor. (Ord. 876 § 1, 2001).



"THE MARITIME CITY"

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: BILL COLBERG, LIEUTENANT *we*
SUBJECT: JANUARY INFORMATION FROM PD
DATE: February 4, 2004

The January 2004 activity statistics are attached for your review. Also, up to date activities within the department.

We are still addressing the staffing issues. A job offer was presented and accepted by a Deputy with Mason County Sheriff's Department. He is a fourteen year veteran with considerable experience. His name is Michael Allen and he will be starting with our agency on March 1st. We are currently accepting applications for Lateral Police Officer, which will close mid-February. The testing process will begin shortly after the closure date.

The city received thirty applications for Police Chief. The review committee will now begin going through the applications.

When you review the "Monthly Activity Report" you will notice a substantial increase in Felony and Misdemeanor arrests in January. This is due primarily to aggressive patrol and investigations of drug activity on Borgen Blvd. Many methamphetamine users/dealers are purchasing ingredients used to manufacture methamphetamine from Target and Albertsons stores. Both stores are working closely with our agency by identifying suspicious and illegal purchase of ingredients.

Detectives Busey and Entze are arresting and resolving cases involving fraud and theft from community businesses and residents.

Our five Reserve Officers provided 252 hours of service in January. The time was split between patrol duties, training and assisting as second officer in DUI emphasis.

The patrol boat has been removed from the water for winter stand-by. The boat can be launched immediately in emergency situations.



"THE MARITIME CITY"

POLICE DEPARTMENT
3510 GRANDVIEW STREET
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GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

JAN 2004

	<u>JAN</u> <u>2004</u>	<u>YTD</u> <u>2004</u>	<u>YTD</u> <u>2003</u>	<u>% chg</u>
CALLS FOR SERVICE	401	401	458	-12%
CRIMINAL TRAFFIC	7	7	5	40%
TRAFFIC INFRACTIONS	63	63	55	15%
DUI ARRESTS	4	4	5	-20%
FELONY ARRESTS	22	22	7	214%
MISDEMEANOR ARRESTS	34	34	18	89%
WARRANT ARRESTS	2	2	5	-60%
CASE REPORTS	94	94	97	-3%
REPORTABLE VEHICLE ACCIDENTS	20	20	16	25%
SECONDARY OFFICER ASSIST	44	44	64	-31%