

Gig Harbor City Council Meeting

**August 25, 2003
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
August 25, 2003 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING: Six-Year Transportation Improvement Plan.

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 August 11, 2003.
2. Correspondence / Proclamations: a. Letter from City of Roy b. Citizens Against Litter c. Constitution Week d. National Payroll Week
3. Skansie Net Shed Roof Replacement.
4. Liquor License Renewals: Hy-lu-Hee-Hee; Olympic Village 76
5. Approval of Payment of Bills for August 25, 2003.
Checks #40946 through # in the amount of \$

OLD BUSINESS:

1. Second Reading of Ordinance – Amending Design Review Procedures – GHMC 17.98.
2. Second Reading of Ordinance - Amending Section 13.34.060 Utility Extensions.

NEW BUSINESS:

1. Resolution – Adopting the Six-Year Transportation Improvement Plan.
2. Pump Station 3-A Settlement Agreement.
3. Wilkinson Farmhouse and Garage Roof Replacement.

STAFF REPORT:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF AUGUST 11, 2003

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

CALL TO ORDER: 7:09 p.m.

PLEDGE OF ALLEGIANCE

SWEARING IN CEREMONY: Officer Fred Douglas

Chief Mitch Barker explained that Officer Douglas had originally been hired in 1997 and was an outstanding five-year employee. Officer Douglas then served as an officer in his hometown in Arkansas for one year. He recently returned to Gig Harbor and was hired back to the department.

The Mayor then performed the ceremony.

PUBLIC HEARINGS:

1. Development Agreement with Olympic Property Group. John Vodopich, Community Development Director, presented the second of two public hearings on this agreement for a ten-acre 'village-center' proposal for the Gig Harbor North area. He said that the comment period for the SEPA determination expired today and that two comments had been received. The first was a letter from Phil Canter and the second, a letter from the Department of Ecology. Neither letters necessitate changes to the agreement. He explained that the second public hearing was required due to the addition of language to address building height, required building variation design along the street-scape, and the requirement to include the "village green" into the project.

The Mayor opened this public hearing at 7:13 p.m.

Bertha Stevenson – 8708 State Hwy 302 NW. Ms. Stevenson said that it was her opinion that the citizens need Costco over here. When the bridge is done, it will be too expensive to go to Tacoma to shop at Costco. She said that we need more shopping here due to the traffic congestion on the bridge and in Bremerton. She asked that Council consider this proposal.

John Vodopich clarified that the city does not have an application pending for Costco, and what is before Council is the Development Agreement for the ten-acre 'village-center' proposal and a twenty-five acre Comprehensive Plan amendment request for additional commercial area in the Gig Harbor North vicinity. He agreed that there is conjecture that this may lead to a Costco, but stressed that there is no application at this time.

Jan McMullen – 6318 23rd St. NW. Ms. McMullen said that she recognized that Costco isn't specifically mentioned, but the letter from Jon Rose mentions Costco negotiations, so she wanted to comment that if Costco were to come to Gig Harbor it would bring economic prosperity, it would help to diversify the business base, and it would add tax revenue. She added that Costco would be a good neighbor and would provide convenience for the citizens. She said that the bridge tolls will have a negative affect on family budgets, and encouraging cost-affective shopping on this side will help to offset these impacts. She concluded by saying that the location of this type of business outside the downtown area will help to preserve the picturesque quality of Gig Harbor.

Jon Rose – 19245 10th Ave NE, Poulsbo, Washington. Mr. Rose said that Olympic Property Group endorses the changes in the Development Agreement and offered to answer any questions. He addressed Councilmember Picinich's question regarding the letter stating that OPG would not work with Wal-Mart or Fred Meyers as potential businesses in this area in order to address citizen concerns.

Jen Zeren – PO Box 166, Wauna. Ms. Zeren said that she was disappointed because the Gateway newspaper said that this meeting was about Costco. She said that several people decided to come to speak based on this information. She added that the city needed to get everything that they could on this side.

Councilmember Ekberg stressed again that this public hearing was on a ten-acre development agreement between the City of Gig Harbor and the Olympic Property Group.

Roger Mosiman – 11402 40th Ave Ct. NW. Mr. Mosiman said that the Gateway said that this meeting was about Costco, and citizens assume that this is true. He said that he understands that the reason that a Costco is being pursued is to increase the city's tax base then asked why the city needed more. He added that Gig Harbor is a quaint, fun place to visit and live, and with this proposed increase of commercial all this will be lost. He said that the rezone is for the "big boys" and that the needs of the little businesses and investors were being ignored. He said that an increase in people and traffic would be horrific. He continued to name existing stores around town, stressing that the city didn't need any more large commercial retail. He said that perhaps what was needed was a new town called "Gig Harbor North."

Ann Nerrin – 11211 – 35th Ave Ct. Ms. Nerrin stated that she is happy to be in Gig Harbor, and hopes that the city will retain it's quaintness and charm. She explained that she had spoken before about the increase in commercial area and her grave concerns for the increase in traffic. She asked Council to think about what would happen if an ambulance going to the new hospital gets hung up on Costco traffic. She pointed out that everyone is drooling for the increase in taxes; then added that the existing stores bring in plenty. She asked that the city settle for the existing development rather than changing the quality of life.

There were no further public comments, and the Mayor closed the public hearing at 7:18 p.m. and opened the second public hearing.

2. Ordinance Amending Design Review Procedures. Steve Osguthorpe, Planning / Building Manager, introduced the proposed changes to Chapter 17.98 of the city code which defines the design review process. He said that along with several housekeeping changes, there were a couple of significant changes; first to change the title of "design variances" to "design exceptions"; and second, to make the Design Review Board a recommending body verses a decision-making body.

Steve explained that the purpose of changing the name of design variances to design exceptions is to avoid confusing design variances with general variances that are regulated under a different chapter.

He continued to explain that the more substantive change to this chapter is changing the Design Review Board to a recommending body only. This would make the Hearing Examiner the decision maker. He said that this has become necessary because the current procedures do not allow open dialogue with the applicant during the review process unless there is a public hearing, which the Design Review Board is not authorized to hold. He added that this would mainly affect the review process for single-family development, which are currently subject only to staff review.

Steve said that no public comments or appeals had been received on the Environmental Review or DNS for these amendments. He offered to answer questions.

Steven then addressed Councilmember Owel's request for clarification of the appeal procedures for the Hearing Examiner.

Greg Hoeksema – 9105 Peacock Hill Avenue. Dr. Hoeksema voiced his concerns about changing the DRB to a recommending body. He said that the Hearing Examiner is an attorney who considers the technical and legal aspects of a variance and may not have a vested interest in the results of a decision. He said that the DRB is comprised on members of the community who have a vested interest in maintaining the ambiance of Gig Harbor. He urged Council to strike this amendment to the ordinance. He said that his legal counsel has advised him that there is opportunity for communication between an applicant and the DRB. He added that with the construction of the bridge, more money and interest will be flowing into Gig Harbor, which reinforces the need to maintain architectural control of construction of the downtown historic areas.

Councilmember Dick explained that the reason for the amendment is to avoid the limitation of a single public hearing and to work around the 120-day limitation to process an application. Carol Morris, Legal Counsel, agreed with this, and further defined the process currently in place. She explained that the amendments allow the DRB to hold a public meeting to obtain information from the applicants; they then will make a recommendation that can be considered by the Hearing Examiner in an open, public hearing. This allows the communication that the DRB desires, in a forum that allows

them to take as much time and obtain as much information as they want to make a decision.

Dr. Hoeksema said that it was the city attorney's interpretation that forbids the exchange of information, and other city attorneys don't agree with this interpretation. He said that it is worth taking the extra time to preserve the beautiful village.

Councilmember Dick stressed that the city is still bound to the requirement to make a decision within the 120-day limitation resulting from regulatory reform. Councilmember Owel said that she shared some of Dr. Hoeksema's concerns, but the process issues need to be taken up with the State Legislature.

Dr. Hoeksema invited Council to seek outside legal counsel in interpreting of how this process can better work before making the proposed amendments. He said that he is unsettled by the changes he has seen in Gig Harbor in the two years that he has lived here and that the Design Review process is part of the reason that he moved here and invested in a beautiful home on the waterfront.

Steve Osguthorpe added that under the proposed changes, property owners within 300 feet would be notified of a project under Design Review. This currently is not required, and it would give an opportunity for the neighbors to comment on a project.

Dave Morris – Mr. Morris voiced concern with projects in the city's Urban Growth Area. He said that he would like to see amendments would allow more time and attention to interface with the applicant and the city to avoid confusion. He recommended that the city and county staff meet to determine clearly which jurisdiction has the lead on a project to streamline the process.

Steve Osguthorpe explained that the city is aware of the challenges and is currently working toward making the process easier. He said that city recently held a permit processing workshop and the issue of projects that must meet dual guidelines was discussed.

Steve continued to say that he discussed concerns with the term "Design Allowances" with Carol Morris. They determined that this is confusing and recommended that the text be amended to read "Design Review Criteria" for clarification.

The public hearing was closed at 7:47 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 July 28, 2003.
2. Correspondence / Proclamations: Letter from AWC.
3. Vernhardson Street Pedestrian Improvement Project – Bid Award.

4. Vernhardson Street Pedestrian Improvement Project - Construction Survey Services.
5. Vernhardson Street Pedestrian Improvement Project – Geotechnical Materials Testing.
6. Grandview Forest Park Tank Repainting Project – Inspection Services.
7. Building Size Analysis - Consultant Services Contract.
8. 56th / Pt. Fosdick Drive Project – Consultant Services Contract Amendment No. 1.
9. 56th / Olympic Drive Project – Agreement for Dedication of Right of Way and Wetland Easement.
10. Pay Rate for Lateral Hire Police Officer.
11. Liquor License Application: Judson Street Café.
12. Approval of Payment of Bills for July 28, 2003.
Checks #40831 through #40946 in the amount of \$437,224.88.
13. Approval of Payroll for the month of July:
Checks #2664 through #2736 and direct deposits entries in the amount of \$254,881.23.

Councilmember Ekberg asked to amend to the minutes to reflect the correct vote on the Uddenberg Rezone.

MOTION: Move to approve the consent agenda with amendments to the minutes as discussed.
Picinich / Ruffo – unanimously approved.

OLD BUSINESS:

1. Response to Nerin Letter. Mark Hoppen, City Administrator, explained that he had responded to the letter at the Mayor's request. He added that the response is lengthy and had been included in the Council Packet and on the back table for review.

2. Resolution - Adopting the Development Agreement with Olympic Property Group. John Vodopich presented this resolution to adopt the Development Agreement that had been the subject of two public hearings and offered to answer questions.

John addressed Councilmember Young's questions regarding the height of the buildings and whether these amendments would preclude underground parking garages.

MOTION: Move to adopt Resolution No. 613 adopting the Development Agreement with Olympic Property Group.
Picinich / Ekberg – unanimously approved.

3. Continued Second Reading of Ordinance - Annual Comprehensive Plan Amendments. John Vodopich gave an overview of the process that this ordinance has been through to amend the city's Comprehensive Plan. He explained that final draft of

the ordinance reflects the action taken at the last meeting, and that three additional actions were required before final adoption of the amendments.

MOTION: Move to approve the amended Comprehensive Plan amendment application #02-01R, Olympic Property Group.
Picinich / Ekberg –

Councilmember Young gave an explanation of the reasons he both supported and had concerns with this application.

Councilmember Owel explained that she too had mixed feelings about expanding the commercial area, but with the construction of the bridge, the citizen's opinions and focus have changed. She added that she has heard a clear request for added services.

Councilmember Dick commented on the difficulty in keeping the small-town ambiance while supplying services. He added that the city has taken substantial steps to keep transportation issues at the forefront with the passing of the concurrency ordinance and voiced confidence in the review process to help avoid problems.

Mayor Wilbert interjected that she and Mark Hoppen were working with Pierce Transit for a "townaround" bus system to help address transportation issues.

RESTATED MOTION: Move to approve the amended Comprehensive Plan amendment application #02-01R, Olympic Property Group.
Picinich / Ekberg – unanimously approved.

MOTION: Move to approve the modified Planning Commission recommendation on the Comprehensive Plan amendment application #03-01.
Picinich / Dick – unanimously approved.

MOTION: Move to adopt Ordinance No. 933.
Picinich / Dick – unanimously approved.

4. Second Reading of Ordinance - LID 99-01 Final Assessment Roll. Dave Rodenbach, Finance Director, presented the second reading of the Final Assessment Roll for LID 99-01.

MOTION: Move the adoption of Ordinance No. 934.
Dick / Ekberg – unanimously approved.

5. Second Reading of Ordinance - Increasing Monthly Sewer Rates. Dave Rodenbach presented this second reading of an ordinance increasing monthly sewer rate. He said that he had updated information on other city rates for comparison. He said that the increase will fund the city's depreciation on the sewer utility system.

MOTION: Move to adopt Ordinance No. 935.
Ekberg / Picinich – unanimously approved.

6. Second Reading of Ordinance - Increasing Monthly Water Rates. Dave then presented the second reading increasing monthly water rates. He said that there were no changes from the last reading.

MOTION: Move to adopt Ordinance No. 936.
Dick / Picinich – unanimously approved.

7. Second Reading of Ordinance - Proposed Amendments to GHMC Chapter 17.72.030(F) – Parking Standards and 17.04.640 – Public Parking. Steve Osguthorpe gave a brief overview of this ordinance, clarified the difference in the two amendments and gave examples on when they apply.

MOTION: Move to adopt Ordinance No. 937.
Young / Dick –

Councilmember Ekberg offered an amendment to this motion to vote on the two amendments separately.

AMENDED MOTION: Move to delete Section One of the Ordinance, which reduces the amount of parking requirements for houses of worship.
Ekberg / Picinich –

Councilmember Ekberg voiced his concerns that because churches are allowed in R-1, the spill-over parking would negatively affect the neighbors and might allow for an increase in size of existing facilities due to the decreased parking requirements. Further discussion took place regarding the reduced parking requirements.

RESTATED AMENDMENT: Move to delete Section One of the Ordinance, which reduces the amount of parking requirements for houses of worship.
Ekberg / Picinich – a roll call vote was taken.

Ekberg – yes; Young – no; Owel – no; Dick – no; Picinich – yes.
The amendment failed 3 – 2.

ORIGINAL MOTION: Move to adopt Ordinance No. 937.
Young / Dick – unanimously approved.

8. Second Reading of Ordinance - Annexing Property Owned by the City (ANX 03-05). John Vodopich presented this ordinance to annex city-owned property behind the Masonic Lodge.

Joe Hoots – 2602 64th St. NW. Mr. Hoots said that the Masonic organization would be a good neighbor, and is in favor of positive things for the youth.

John Vodopich explained that one of the Parks Budget Objective is the creation of a BMX dirt track located behind the Masonic Temple.

Carl Peterson – 8404 40th Street. Mr. Peterson asked why the Masonic Temple had not been invited to join in the annexation. Councilmember Dick explained that the authority of a city to annex its own property must be done separately. He said that if the Masonic property would like to be annex, the city would be happy to entertain an application.

MOTION: Move to adopt Ordinance No. 938.
Young / Ekberg – unanimously approved.

9. Revised Legal Description - Hazen Annexation (ANX 03-02). John Vodopich explained that on June 23rd Council met with the applicants and took action to modify the annexation to include five additional parcels to prevent an irregular boundary. He recommended approval of the revised legal description reflecting these changes.

MOTION: Move to accept the correction to the legal description for the Hazen Annexation.
Dick / Picinich – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Amending Design Review Procedures – GHMC 17.98. This item was discussed during the public hearing earlier in the meeting, and Steve Osguthorpe said that he would incorporate the changes that had been discussed before the second reading. Councilmember Dick asked if it would be possible to have an applicant sign a waiver to the 120-day process and public hearing limits if they chose to go through the Design Review Process. Steve explained that applicants are currently required to sign a waiver to the 120-day limit, but that does not excuse the one, open public hearing limitation.

Carol Morris offered to put together a short memo addressing the state statutes before the next meeting.

Councilmember Young stressed that the law is extremely clear, but the process needs to be practical. The Design Review Board would like to encourage more to go through the process, but that won't happen until the process becomes easier.

2. First Reading of Ordinance - Amending Section 13.34.060 Utility Extensions. Carol Morris explained that this ordinance reinstates the condition that an applicant requesting outside utility extension sign an agreement not to protest annexation. She said that Councilmember Dick had recommended an amendment to add language that would grant the city irrevocable power of attorney to sign a petition for annexation property when the city chooses to do so.

Carol clarified that this agreement would be recorded and would run with the property. This will return at the next meeting for a second reading.

3. Notice of Intention - Northwest Gig Harbor Employment Center Annexation (ANX 03-04). John Vodopich explained that he had received a Notice of Intention to Commence Annexation for approximately 226 acres south of the Purdy Women's Correction Facility. He recommended setting a date of September 8, 2003 to meet with the initiating parties to commence annexation proceedings. He answered questions regarding the properties included in the request, adding that issues with a small area outside the Urban Growth Area should be resolved before the September 8th meeting.

MOTION: Move to set September 8th to meet with the initiating parties to commence annexation proceedings.
Young / Picinich – unanimously approved.

STAFF REPORTS:

Skatepark and BMX Use Profile. Mark Hoppen explained that Tyler Bergstrom and Aaron Jorgensen had requested City Council to consider allowing BMX bikes to share the skatepark, and gave an overview of the results of the data that had been gathered from other skateparks. He said that 80% of the skateparks in Washington have policies similar to the one in Gig Harbor. Mark continued to explain that that Bellingham and Ellensburg initially allowed BMX bikes, but later changed their policy stating that accidents and injury resulted as a result of the joint use. He said that Redmond had done a national sampling before determining not to allow BMX bikes to use their park. Mark shared that creating separate hours or days for skateboards and for BMX bikes would create a need for regular supervision. Councilmembers agreed that this is a safety issue.

PUBLIC COMMENT:

Robert Menzel – 3842 Snyder Lane. Mr. Menzel voiced concerns over the construction of the office building off Tarabochia.

Midi Everett – 3614 44th St. Ct. NW. Ms. Everett explained that she was before Council again after two years requesting that the city look into regulating bees within city limits. She said that both her husband and daughter are very allergic to bee stings, and her neighbor has sixteen bee boxes adjacent to her property, which have swarmed her back yard on more than one occasion. She said that her attempts in reasoning with the owner of the property have been to no avail.

Councilmembers recommended that staff bring back an ordinance that would address bees and other dangerous animals.

COUNCIL COMMENTS / MAYOR'S REPORT: None.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i).

The City Attorney declared that an Executive Session was not needed at this time.

ADJOURN:

MOTION: Move to adjourn at 9:30 p.m.
Picinich / Dick – unanimously approved.

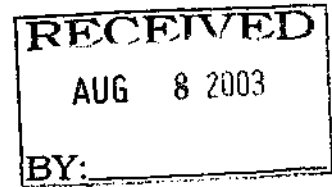
CD recorder utilized:
Disc #1 Tracks 1 – 15
Disc #2 Tracks 1 – 9
Disc #3 Tracks 1 - 4

Gretchen Wilbert, Mayor

Molly Towslee, City Clerk



City of Roy



August 6, 2003

City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Gig Harbor City Council and Staff,

On behalf of the Roy City Council and the employees of the City of Roy, I would like to thank you for the donation of office furniture. We are already using one desk for the City Clerk, one for the Judge and one for the Mayor.

Since the fire, we have not purchased desks. Due to the constraints of our temporary quarters, we have been making do with folding tables and donated furniture. Your donation is greatly appreciated and helps us tremendously.

Sincerely,

Ray Bourne
Mayor

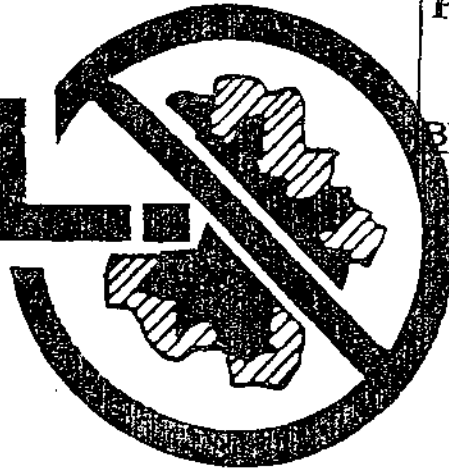
RECEIVED

AUG 6 2003

BY:

C.A.L.

CITIZENS AGAINST LITTER



3423 47th St. Ct.
Gig Harbor, WA 98335
August 4, 2003



Peninsula Neighborhood Association
P.O. Box 507, Gig Harbor, WA 98335

Ms. Linnea Laird
Narrows Bridge Project Manager
1614 S. Mildred, Suite 1
Tacoma, WA 98406

SUBJECT: SR 16 Tree Buffer

Dear Ms. Laird:

Beginning in the spring of 1989, volunteers with Citizens Against Litter (CAL), the Peninsula Neighborhood Association (PNA), and the Gig Harbor Lions Club planted over 3,000 trees and shrubs along SR-16 to replace and protect the tree corridor required in the Pierce County/Gig Harbor Comprehensive Plan of 1974. This greenbelt means so much to the residents of the greater Gig Harbor Community.

These tree planting projects over a five-year period were made possible through the cooperation and help of DOT Transportation District #3 and Bob Barnes and Frank Treese. We are anxious to hear about the plans for replacing these trees which volunteers planted, plus all the mature trees which are being cut for the new Narrows Bridge project. Thank you.

Sincerely,

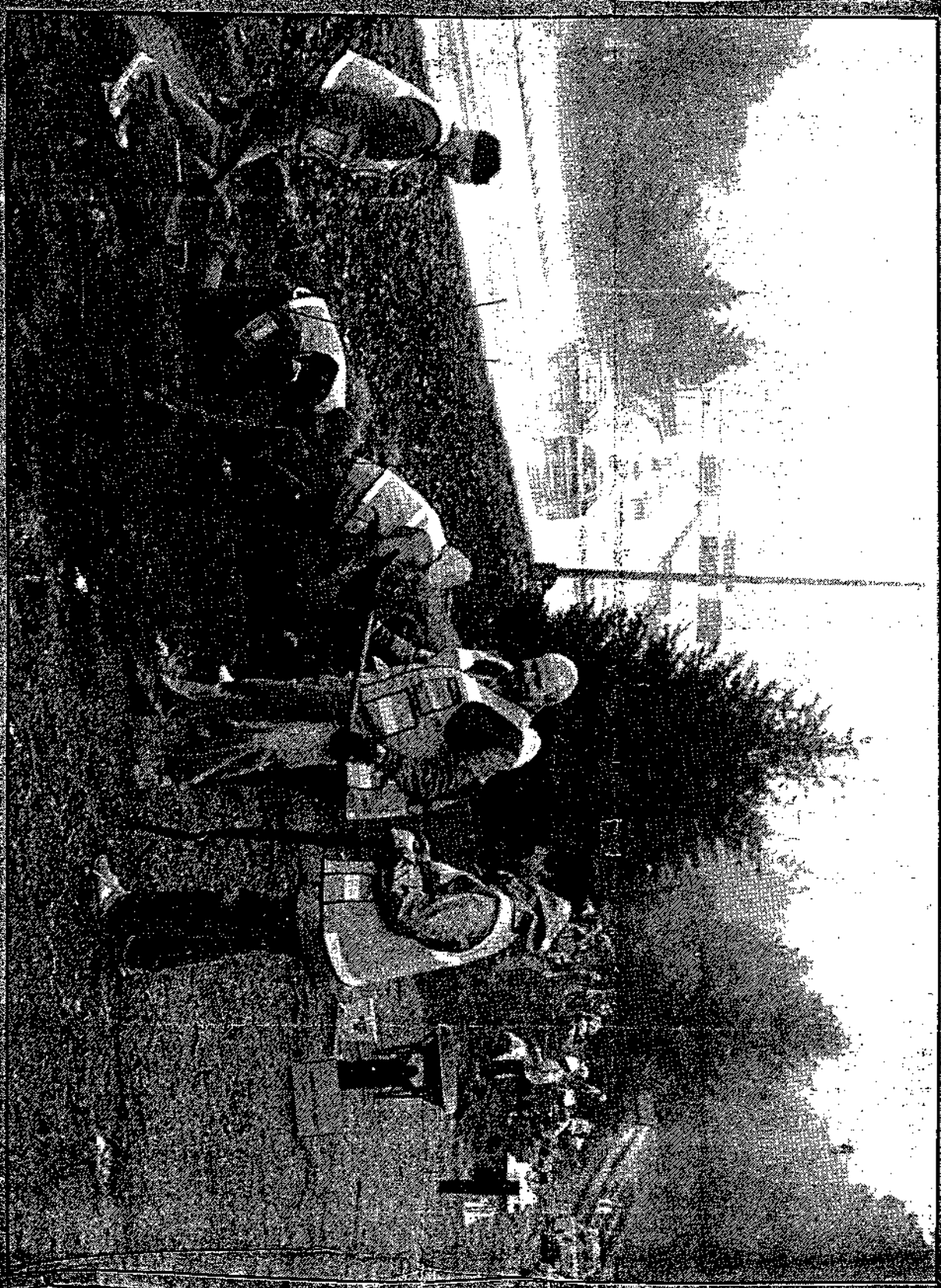
Lois Hartwig
Jo Whetsell

Lois Hartwig and Jo Whetsell
Co-Chairs, Citizens Against Litter

cc: Cong. Norm Dicks
Mayor Gretchen Wilbert
Terry Lee, Pierce County Council
Rep. Pat Lantz

CITIZENS green up highway areas

3/21/70
D. B. ...



Geneva, photo by ...

THREE dozen volunteers donned rain gear and braved the downpour Saturday in an effort to beautify the landscape at the western approach of the Narrows Bridge. Over 600 Evergreen trees and shrubs, including some flowering varieties, were planted by members of Citizens Against Litter, the Gid Harbor Lions and the Peninsula Nalgh

borough Association. The Department of Transportation provided \$1,000 worth of greenery. Landscape architect and other staff, as well as machinery to spread bark mulch donated by Weyerhaeuser. The planting is timed so that the Peninsula will present a colorful welcome area to visitors to the Goodwill Games which begin in July.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 2003 marks the two hundred sixteenth anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

WHEREAS, Public Law 915 guarantees the insuring of a proclamation each year by the President of this great country designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare the week of September 17 through September 23 as

The Maritime City
CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

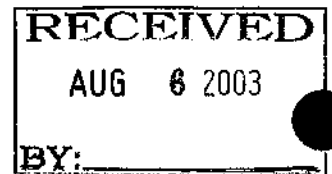
In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 25th day of August, 2002.

Gretchen A. Wilbert, Mayor

Date

August 5, 2003

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



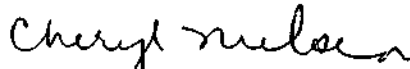
Dear Mayor Wilbert,

Last year you were kind enough to join The Daughters of the American Revolution in recognizing Constitution Week designated September 17th through the 23rd. Our hope is that you again will honor this one hundred and sixteenth anniversary of the signing of the Constitution on September 17th, by making this Proclamation.

I have contacted Ms. Towslee regarding the Proclamation, and she stated that this would be placed on an upcoming Agenda.

Elizabeth Forey Chapter, National Society of the Daughters of the American Revolution very much appreciates your willingness to participate in our efforts to bring forth this historical event to the public. If you need any assistance, please do not hesitate to contact me. Thank you for your time.

Sincerely,



Cheryl Nielsen, Regent
Elizabeth Forey Chapter, NSDAR
7601 43rd St. Ct. NW
Gig Harbor, WA 98335

253-265-6256

Nielsenpc3k@earthlink.net

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the American Payroll Association and its 20,000 members have launched a nationwide public awareness campaign that pays tribute to the more than 142 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS, payroll professionals in Gig Harbor, Washington play a key role in maintaining Gig Harbor's economic health, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement and carrying out tax withholding, reporting and depositing; and

WHEREAS, payroll departments collectively spend more than \$15 billion annually complying with a myriad of federal and state wage and tax laws; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professionals meeting regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby give support to the efforts of the people who work in Gig Harbor, Washington and of the payroll profession by proclaiming the week of September 1-5, 2003, as

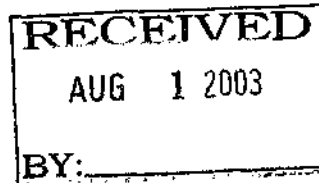
NATIONAL PAYROLL WEEK - GIG HARBOR PAYROLL WEEK

in the City of Gig Harbor and encourage all citizens to join me in celebrating these professionals.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 25th day of August, 2003.

Gretchen A. Wilbert, Mayor

Date



The Honorable Mayor
City Hall
3510 Grandview Street
Gig Harbor, WA 98335

Dear Mayor Wilbert

I am writing on behalf of the American Payroll Association to seek your support for a Payroll Week in Gig Harbor, Washington. We believe the designation the week in which Labor Day occurs as Payroll Week would go far to recognize the important contributions of the people of this city who work to support the American Dream and highlight the partnership between taxpayers and payroll professionals. As former President Bill Clinton said: By honoring hardworking Americans across our nation and underscoring the vital importance of payroll taxes to our country's strength and security, National Payroll Week helps to foster growth and prosperity for our entire nation. The American Payroll Association has designated the week in which Labor Day occurs as National Payroll Week.

The American Payroll Association represents over 6 million residents in our state and over 3,700 businesses. Needless to say these taxpayers and businesses contribute millions of dollars to the state and federal treasuries through payroll taxes each year, which go toward important civic projects including roads, schools and parks. Taxpayers and payroll professionals are also partners in supporting the social security and Medicare systems. In addition, companies are now playing an increasingly important role in the enforcement of child support laws by calculating and deducting child support payments from workers' pay.

The theme of National Payroll Week is "American works because we're working for America." The collection, reporting and payment of payroll taxes by employers are a positive example of what works in America. Your support of Payroll Week would be an important step in recognizing and celebrating the contributions of workers in the United States and the payroll professional's who report these workers' earnings, collect their taxes and pay their wages. We believe the proclamation of Payroll Week in Gig Harbor, Washington will enhance the public's understanding of their role in helping support the system and the contributions of payroll professionals.

Enclosed is a proclamation proposal, which we believe captures the spirit of Payroll Week. I would, however, be happy to work with you or your staff to refine the language of the proclamation. I would also be interested in discussing additional projects for Payroll Week with your staff and participating in any project that can help improve the public's understanding of issues related to our payroll and tax systems.

I look forward to hearing from you and your staff in the near future. Please feel free to contact either me at 206-854-1182 or kristiwillson@msn.com.

Sincerely,

Kristine K. Willson, CPP
Rainier Chapter

Enclosures

P.O. Box 55745 Seattle, WA 98155-0745

The American Payroll Association assumes no responsibility or liability in connection with activities of its affiliated chapters



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP *John P. Vodopich*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SKANSIE NET SHED RE-ROOFING
CONTRACT AUTHORIZATION
DATE: AUGUST 25, 2003

INTRODUCTION/BACKGROUND

A Council directive from the June 23, 2003 council meeting was to proceed with the re-roofing of the Skansie net shed, utilizing funds from the proposed kayak float. Six potential contractors were contacted in accordance with the City's Small Works Roster process (Resolution No. 592). Two contractors responded with the following price quotations:

Cleo's Roofing	\$ 14,304.85
Wright Roofing, Inc.	\$ 24,321.00

Based on the price quotations received, the lowest price quotation was from Cleo's Roofing in the amount of fourteen thousand three hundred four dollars and eighty-five cents (\$14,304.85) excluding state sales tax.

It is anticipated that the work will be completed within four weeks after contract award.

FISCAL CONSIDERATIONS

This is an unbudgeted objective utilizing existing funds in the Park Department. This contract may require a future budget amendment if funds are depleted by the end of the fiscal year.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for the Skansie Net Shed Re-roofing to Cleo's Roofing as the lowest responsible respondent, for their bid quotation amount of fourteen thousand three hundred four dollars and eighty-five cents (\$14,304.85).

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN CITY OF GIG HARBOR
AND CLEO'S ROOFING**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and CLEO'S ROOFING, a Washington corporation, located and doing business at 12218 Vernon Avenue SW, Lakewood, WA 98498, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all, materials and labor necessary to tear off old roofing of Skansie Net Shed, clean-up and hauling away of debris, and complete installation of new 20-year 3-tab shingle(maple red) roof on the Skansie Net Shed. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of fourteen thousand three hundred four dollars and eight-five cents (\$14,304.85), excluding sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the tasks described in Exhibit A, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before September 31, 2003. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

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

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

VII. Termination.

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

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

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

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

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

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

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

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

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

X. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

CLEO'S ROOFING

By: David L. Lorum
Its President

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Cleo's Roofing
Attn: David Lorum
12218 Vernon Avenue SW
Lakewood, Washington 98498
(253) 581-1055

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

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

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

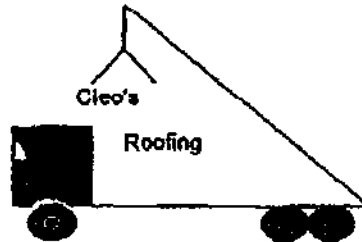
STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

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

12218 Vernon Ave. SW
Lakewood, WA 98498
253-581-1055



A Division of Harcor, Inc
CLEOSR*110BP

August 6, 2003

Gig Harbor
Community Development Department
3510 Grandview Street
Gig Harbor, WA 98335

REVISED Corrected Pricing

Project: Skansie Net Shed Re-Roofing

Bid:

Cleo's Roofing will remove existing roofing, clean up and haul debris away. Provide and install 15# Felt Underlayment, Replace all Metal Flashing, 3 Tab Shingles, and Ridge Cap. To include 20 year Mfg. Material Warranty, and 2 year Workmanship Warranty.

For The Sum of	\$14,304.85
WA Sales Tax	\$ 1,258.00
Total	\$15,562.85

Exclusions: Permits

Note: Any bad wood will be at time and material

Respectfully Submitted

Jerry Harmon
Estimator

A handwritten signature in black ink, appearing to read "Jerry Harmon".

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 8/04/03

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20031130

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 ISEMAN, INC.	HY-IU-HEE-HEE 4309 BURNHAM DR GIG HARBOR WA 98335 0000	367497	SPIRITS/BR/WN REST LOUNGE - CATERING
2 M&J FUEL, L.L.C.	OLYMPIC VILLAGE 76 5555 SOUNDVIEW DR NW GIG HARBOR WA 98335 0000	071544	GROCERY STORE - BEER/WINE

RECEIVED
AUG 6 2003
BY:



"THE MARITIME CITY"

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

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: STEVE OSGUTHORPE, AICP *SO.*
PLANNING & BUILDING MANAGER
SUBJECT: SECOND READING OF ORDINANCE AMENDING
DESIGN REVIEW PROCEDURES - GHMC CHAPTER 17.98.
DATE: AUGUST 25, 2003

INFORMATION/BACKGROUND

Attached for the Council's consideration is a draft ordinance amending GHMC Chapter 17.98. This chapter defines the design review process including design review applicability, application requirements, project review and approval, design variances, and appeals of decisions.

The proposed changes include various non-substantive housekeeping amendments. More significant changes include (1) changing the title of design variances to design exceptions and (2) making the design review board a recommending body rather than a decision-making body.

The purpose of changing the name of design *variances* to design *exceptions* is to avoid confusing design variances with general variances that are regulated under Chapter 17.66. The distinction is important because the criteria between design variances and general variances are different, as are the processing procedures. A general variance may only be approved by the Hearing Examiner subject to site-specific hardships being defined. A design variance may currently be approved by the DRB, based upon the intended use of a site. Changing the title of design variance to design exception is more descriptive of what is actually being approved and assures that there is no confusion between this and our general variance procedures.

The most substantive change in the proposed amendments is changing the DRB to a recommending body only. This has become necessary because under the current procedures, the DRB is not able to have open dialogue with the applicant during the review process because such dialogue can only be allowed under the provisions of a public hearing. The DRB is not authorized to hold public hearings. Moreover, while the DRB's decision is appealable to the Hearing Examiner, there are no provisions for notifying surrounding property owners of the DRB's decision. They would therefore not know to appeal a decision that might adversely affect them.

The staff presented the proposed changes to the Design Review Board on March 27, 2003. While the DRB would probably prefer to retain their decision-making authority, they generally agreed that they would rather have the ability to dialogue with the applicant, even if it meant becoming a recommending body only. They recommended a few minor changes to the proposed text, which have been incorporated into the attached draft ordinance.

The staff presented the proposed changes to the Planning Commission during a worksession on May 1, 2003. A public hearing was held before the Commission on June 5, 2003. Turnout was light, but those who did attend (primarily architects and developers who do regular work within City limits) expressed general support for the changes. The Planning Commission is recommending approval of the changes.

At the August 11, 2003 City Council meeting, an ordinance adopting the proposed amendments was presented to the Council for first reading and public hearing. One individual, Mr. Greg Hoeksema, testified at the hearing. He expressed opposition to the Design Review Board becoming a recommending body only, stating that his attorney disagreed with City Attorney Carol Morris on the matter of whether or not open dialogue between the applicant and the DRB constituted a public hearing. It was explained to Mr. Hoeksema that State law allows only one open record public hearing. Councilmember Dick asked if it would be possible for an applicant to formally agree to an additional public hearing if the applicant wished DRB consideration of a proposal inasmuch as the DRB process was strictly optional. Ms. Morris stated that she would provide a written response to Councilmember Dick's question in time for the second reading on this proposal. Her response is therefore attached for the Council's consideration.

At the first reading, I stated that staff was recommending a modification to proposed language in Section 3 of the ordinance (page 4), Section 17.98.035. This Section is currently titled *Design allowances*. The proposed amendment would change the title to *Design Review Criteria* and would include related changes in the body of the paragraph below the title. This change was suggested because there is no definition of design allowance in the code, making the section confusing as currently worded. The Council did not object to the proposed changes. They have therefore been incorporated into page 4 of the attached draft ordinance, which is now before the Council for second reading and final action.

POLICY CONSIDERATIONS

Applicable land use policies and codes are as follows:

a. Comprehensive plan:

The City's design standards are based upon the Design Element of the City's Comprehensive Plan.

b. Zoning Code:

Sections of the zoning code pertaining to the Design Review Board's activities include: Section 17.98.035 – Design allowances, Section 17.98.050 – Design review and project approval, and Section 17.98.060 – Variances.

c. Design Manual:

Page 4 of the Design Manual defines the Design Review Board option. This section will be amended under the general Design Manual update (still in progress).

ENVIRONMENTAL ANALYSIS

A SEPA threshold Determination of Nonsignificance (DNS) was issued for the proposed amendments on April 8, 2003. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on April 16, 2003. The deadline for appealing the determination was April 30, 2003. No appeals have been filed and, to date, no public comments have been submitted. The public had the opportunity to comment on the SEPA determination at the August 11, 2003 public hearing.

FISCAL IMPACTS

There are no significant adverse fiscal impacts expected with this change. In rare instances, there may be additional costs associated with the Hearing Examiner because he will be the decision maker on design review applications that go before the DRB. This would be particularly true for DRB recommendations on single-family houses. Under current codes, there is usually no reason for single-family housing to also go before the Hearing Examiner. Under the proposed changes, any single-family application before the DRB must also go before the Hearing Examiner. However, since the Design Manual's adoption in 1996, there have only been 4 or 5 single-family applications for DRB review. The impact to single family development will therefore be limited. Most applications that go before the DRB include related applications that go to the Hearing Examiner anyhow (e.g., site plan review, conditional use permits). Additional costs related to the Hearing Examiner will therefore be minimal.

RECOMMENDATION

The staff recommends that the City Council adopted the attached ordinance as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE PROCEDURES FOR REVIEW OF APPLICATIONS REQUESTING DESIGN REVIEW APPROVAL, CLARIFYING THE PROPER APPLICATION OF DESIGN MANUAL REGULATIONS; ALLOWING FOR A FINAL ADMINISTRATIVE APPROVAL OF ALL DESIGN REVIEW APPLICATIONS MEETING THE DESIGN MANUAL REGULATIONS; ALLOWING FOR A PUBLIC MEETING AND DESIGN REVIEW BOARD RECOMMENDATION PROCESS FOR ALL DESIGN REVIEW APPLICATIONS NOT MEETING THE DESIGN MANUAL REGULATIONS; INCORPORATING THE DESIGN REVIEW GOALS FROM THE DESIGN MANUAL; AMENDING THE PROCEDURE AND CRITERIA FOR DESIGN REVIEW VARIANCES; AMENDING THE PROCEDURE FOR APPEALS OF DESIGN REVIEW DECISIONS TO BE CONSISTENT WITH TITLE 19 GHMC; AMENDING GHMC SECTIONS: 17.98.010, 17.98.030, 17.98.035, 17.98.040, 17.98.050, 17.98.060, 17.98.070 AND REPEALING GHMC SECTION 17.98.080.

WHEREAS, the procedures for Design Review approval are now exempt from the project permit processing procedures in Title 19 GHMC because the process is basically administrative; and

WHEREAS, the Design Review Board would like to hold public meetings to obtain input from the public on Design Review applications, but in order for the Board to do so, the procedures in chapter 17.98 GHMC must change to conform to Title 19 GHMC; and

WHEREAS, the definition of "public meeting" (RCW 36.70B.020(5)) contemplates that a public meeting may be held on a design review application so long as the Board issues a recommendation, not a final decision, on the application; and

WHEREAS, in order to provide an applicant with the ability to receive Design Review approval and still allow the City to conform with the requirement in state law and Title 19 GHMC that the final decision issue on the application within 120 days, a new Design Review processing procedure is needed; and

WHEREAS, the Design Review procedures used by the City in the past could be improved by clarifying the criteria for variances from the Design Manual, and how they differentiate between variances granted from the Zoning Code; and

WHEREAS, the Design Review procedures used by the City in the past could be improved by providing additional public notice of the City's final decisions on Design Review applications; and

WHEREAS, the City's SEPA Responsible Official issued a determination that the adoption of this Ordinance is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on April 8, 2003, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on June 5, 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 17.98.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.010 Intent.

A. This chapter and the Design Manual are intended to implement the goals and policies established in the design element of the City's Comprehensive Plan by providing design standards and procedures for the review of projects described in GHMC Section 17.98.030 ~~outdoor projects and development as described herein~~ to determine their compliance with design standards as adopted by the City.

B. Gig Harbor's Design Review Goals are to:

1. Encourage design and site planning that:
 - a. Compliments the existing character of Gig Harbor.
 - b. Relates visually and physically to surrounding development.
 - c. Promotes pedestrian usage.

2. Allow for diversity and creativity in project design.
3. Facilitate early and ongoing communication among project proponents, neighborhoods, and the city.
4. Increase public awareness of design issues and options.
5. Provide an objective basis for decisions which affect both individual projects and the City of Gig Harbor as a whole.
6. Ensure that the intent of goals and objectives contained within the City of Gig Harbor' Comprehensive Plan are met.

C. The design review process is not intended to determine the appropriateness of any given use on a given site or to address technical requirements, which are otherwise reviewed under the site plan process. It is intended to protect the general health, safety and welfare of the citizens by protecting property values; protecting the natural environment; promoting pedestrian activities; promoting community pride; protecting historical resources; preserving the aesthetic qualities which contribute to the City's small town characteristics which have attracted residents, businesses and customers; and promoting the economic viability of the community by preserving and creating well-designed commercial districts which attract customers and businesses. The design review process provides an opportunity for new development to enhance Gig Harbor's character more effectively than through application of standard zoning regulations.

Section 2. Section 17.98.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.030 Design Manual Applicability.

A. General Applicability. The Design Manual applies to all proposals to build, locate, construct, remodel, alter or modify any façade on any structure or building or other visible element of the façade of the structure or building or site, including, but not limited to: landscaping, parking lot layout, signs, outdoor furniture in public or commercial locations, outdoor lighting fixtures, fences, walls and roofing materials (hereafter referred to as outdoor proposals), as described in the Design Manual. Design review approval is required for all outdoor proposals which require a building permit, clearing and grading permit, or

which are part of a project or development requiring a site plan, conditional use permit or utility extension agreement.

- B. **Applicability and Review of Historic District Design Section.** The Historic District Design section of the Design Manual shall apply to all activities described in subsection (A) above in the entire Historic District, except that in the R-1 Zone within the Historic District ~~development may, at the option of the property owner, development at the option of the property owner~~ development shall conform strictly to either the standards of Chapter 17.16 GHMC or the standards contained in the Design Manual. Exercise of this option by the property owner shall not affect the City's ability to require compliance with all other applicable codes.

Section 3. Section 17.98.035 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.035 Design allowances ~~Review Criteria.~~ All sections of this ~~title chapter or the Design Manual,~~ which provide criteria for DRB design review ~~decision making,~~ shall be considered criteria for design allowances review approval and not design variances. Design exceptions allowances shall be processed as a Type II application in accordance with all design review application and review criteria of this chapter. in accordance with the criteria and procedures set forth in GHMC Section 17.98.060. General and administrative variances are processed as set forth in chapter 17.66 GHMC.

Section 4. Section 17.98.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.040 Design Review application requirements.

~~Application for design review, whether administrative or through the City's design review board (DRB), shall be submitted in such detail as to allow the review of the specific project on the merits of the City's design manual and other applicable codes. A formal design review application must be submitted for any project requiring city approval or permits, or for any project which will be reviewed by the DRB.~~

Projects which require design review in one or more of the categories listed under subsections (A) through (E) of this subsection shall be reviewed under one application addressing each category under review, or under a separate application for each individual category. To be considered complete, a completed

application form along with required design review fees must be submitted to the City Community Development Department. In addition, the following information must be submitted with applications for each category of requested design review:

A. Site Plan Review.

1. Site Plan. A site plan, drawn to scale no smaller than one inch equals 30 feet showing location and size of all structures, buffer areas, yards, open spaces, common areas or plazas, walkways and vehicle areas.
2. Vegetation Plan. A significant vegetation plan which accurately identifies the species, size and location of all significant vegetation within the buildable area and within five feet of all setback lines.
3. Landscape Plan. A preliminary landscape plan showing the species, size and location of all significant vegetation within the buildable area and within five feet of all setback lines.
4. Site Section Drawings. Section drawings which illustrate existing and proposed grades in specified areas of concern as that may be identified by the staff. Alternatively, a topographic map of the property, delineating contours, existing and proposed, at no greater than five foot intervals and which locates existing streams, marshes and other natural features may be submitted.
5. Grading and Drainage Plan. An accurate grading and drainage plan which indicates all cuts, fills and required areas of disturbance necessary to construct all retaining walls and structures.
6. Utilities Plan. A utilities plan showing location of utilities in relation to landscape and buffer areas (utility plan must be consistent with proposed areas of nondisturbance).

B. Landscaping and Paving Review.

1. Final Landscape Plan. A final landscape plan showing type, size, species, and spacing of all retained and new vegetation.
2. Irrigation Plan. Showing irrigation of all domestic vegetation.
3. Paving Materials. Description of all pedestrian and vehicular paving materials. Descriptions must specify type, color and/or texture.

C. Architectural Design Review.

1. Elevation Drawings. Complete elevation drawings of all buildings showing all trim details, dimensions and proposed materials including roofing, siding, windows and trim.
2. Sign Plan. A master sign plan showing the location of signage on buildings consistent with GHMC Chapter 17.80.
3. Architectural Lighting Details. Details on all lighting proposals which affect architectural detailing (e.g., indirect lighting), or which are for architectural enhancement.
4. Screening details. Details on how all mechanical and utility equipment will be screened.

D. Color and Material Review.

1. Color Palette. A color palette of the building's exterior including roof, siding, trim.
2. Material Samples. Sample colors of all factory finished materials including roofing and masonry materials.
3. Fencing Details. Color, type and specification of all fencing and screening materials.

E. Outdoor Lighting and Accessories Review.

1. Light Fixture Detail. The type, model, color, location, height, wattage and area of illumination for all outdoor light fixtures.
2. Accessory Details. The type, model, color and location of all outdoor furniture, trash receptacles and accessories.

Section 5. Section 17.98.050 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. A new Section 17.98.050 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.98.050 Design Review and Project Approval. The applicant shall choose one of the following application review paths, based upon whether or not the application strictly conforms to the Design Manual:

- A. Director's Review. A design review application may be processed by the Director as follows:
 1. The application shall be reviewed for compliance with the Design Manual and all other applicable codes. The director shall issue a final decision approving the application or portions thereof if he/she finds that the application or portions of the application satisfy the strict

requirements of the Design Manual. The Director shall not approve any application or portion thereof that does not comply with applicable codes.

2. An applicant may choose to submit an application for review by the Director on a single category or multiple categories from GHMC Section 17.98.040. If an applicant chooses to submit fewer than all categories from GHMC Section 17.98.040, the Director shall only provide preliminary decisions on each category. Once the City has received a complete application (meaning that all information has been submitted for processing of all categories listed in GHMC Section 17.98.040), the Director shall issue a final decision on the entire application. The preliminary decisions made by the Director on each category may be different from the final decision on the entire application, with regard to each category.
3. A notice of complete application shall not be issued until the City has received a complete application (as described in Section 17.98.040). A notice of application shall be issued for any complete application processed under this subsection, as set forth in Title 19 GHMC for a Type III project permit application. The complete application shall otherwise be processed as a Type II project permit application, and a final decision shall be issued on a complete application before the deadline established in GHMC Section 19.05.009. If the final decision is appealed, the appeal shall be considered in an open record hearing, as described in Title 19 GHMC.

B. Design Review Board Review. A design review application may be processed by the Design Review Board as follows:

1. The Board shall review an application or that portion of an application which does not strictly conform to the specific requirements of the Design Manual under the following criteria: (i) whether the alternative design presented by the application represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements; and (ii) whether the alternative design meets the intent of the general requirements of the Design Manual. The Design Review Board shall not review or make a recommendation on any application or portion of an

application that does not satisfy all other applicable codes.

2. The Board's processing of an application or portion of an application under this subsection is exempt from project permit processing in Title 19 GHMC. If an applicant chooses to submit an application for review by the Board, it shall submit a written waiver acknowledging that the application or portion thereof will not be processed under Title 19 GHMC, except to the extent described in this subsection 17.98.050(B).
3. If an applicant chooses to submit fewer than all categories from GHMC Section 17.98.040, the Board shall only provide preliminary recommendations on each category. Once the City has received a complete application (meaning that all information has been submitted for processing of all categories listed in GHMC Section 17.98.040), the Board shall issue a recommendation on the entire application. This recommendation may be different from the preliminary recommendation provided on each of the categories listed in GHMC Section 17.98.040 with regard to each category.
4. A notice of complete application shall be issued on the application once the City has received a complete application (as described in Section 17.98.040). A notice of application shall be issued for any complete application processed under this subsection, as set forth in Title 19 GHMC for a Type III project permit application.
5. An application for the Board's review of a category listed in GHMC Section 17.98.040 or a complete application shall proceed as follows:
 - a. The Planning Staff shall send notice of a public meeting to property owners within 300 feet of the subject property.
 - b. The public meeting shall be scheduled to be held in the same manner as a public hearing, as set forth in GHMC Section 19.03.003.
 - c. The Board shall hold a public meeting on the application or the portion of the application.

- d. After the public meeting, the City staff shall draft the Board's preliminary recommendation or recommendation on the application or portion thereof.
- e. Once a complete application has received a recommendation from the Board, an open public hearing before the Hearing Examiner shall be scheduled for the application or both the application and the underlying permit application.

Section 6. Section 17.98.060 of the Gig Harbor Municipal Code is amended to read as follows:

17.98.060 Variances. Exceptions

A. Processing. An exception requested under this section shall be processed in conjunction with a Design Review application, and shall follow the procedures for permit processing by the Board as set forth in GHMC Section 17.98.050(B). An exception is used in those situations in which an applicant does not provide an alternative design to the requirements of the Design Manual.

B. Application. The requirements for a complete Design exception application are:

1. Submittal of a complete design review application as set forth in GHMC Section 17.98.040.
2. A written statement describing the requested exception.
3. A written statement justifying the granting of the requested exception pursuant to the criteria of GHMC Section 17.98.060(D).

C. Board Action. The Board shall issue a recommendation to the Hearing Examiner on an exception application.

D. Criteria for Approval. All of the following circumstances must be shown to exist for approval of a Design exception:

~~A. Required Findings. Variances from the requirements of the Design Manual may be granted by the DRB as a type II application, except that variances affecting height and setbacks which exceed the limitations established in GHMC 17.66.020(A) must be reviewed by the hearing examiner as per the Type III general variance procedures established in GHMC 17.66.030. Before a design variance can be granted, the design review board shall~~

make findings of fact setting forth and showing that all of the following circumstances exist:

1. Special conditions and circumstances exist which render a specific requirement of the Design Manual unreasonable impracticable, given the location and intended use of the proposed development;
2. The special conditions and circumstances are characteristic of the proposed general use of a site and not of a specific tenant;
3. The special conditions and circumstances are not representative of typical retail, professional office or residential type development that may be allowed within the zoning district;
4. The requested exception is based upon functional consideration rather than personal design preferences;
5. Architectural changes in the project design as a result of the exception have been sufficiently compensated by other architectural embellishments, and site plan changes as a result of the exception have been sufficiently compensated by other site amenities; and
6. The requested exception will not result in a project that is inconsistent with the intent and general scope of the design manual standards.

~~B. Notice. Notice of the increased height approved by the DRB under increased height options described in the design manual shall be sent to owners of all contiguous parcels.~~

Section 8. Section 17.98.070 of the Gig Harbor Municipal Code shall be amended to read as follows:

17.98.070 Recommendations, Decisions and Appeals.
Appeals of the Director's or DRB's Decision.

- A. The decision rendered by the Director or the recommendation by the Design Review Board shall be in writing. The Design Review Board Chair shall sign the recommendation to be forwarded to the Hearing Examiner. The decision/recommendation shall describe the facts surrounding the application, the applicable Design Manual provisions

triggered by the application, include an analysis of the facts and applicable Design Manual provisions to the facts, and shall include conclusions supporting the approval, denial or recommendation for approval or denial under the Design Manual.

- B. A decision of the Director may be appealed as set forth in Title 19 GHMC for a Type II project permit application. A recommendation of the Design Review Board on an application or exception will be acted upon by the hearing examiner in an open record hearing either on the design review application or the underlying project permit application.

~~The planning director's decision may be appealed to the hearing examiner if the applicant believes that the director interpreted the specific requirements of the design manual incorrectly. The decision of the DRB may be appealed to the hearing examiner by parties of record, if the parties of record believe that the DRB interpreted the general requirements of the design manual incorrectly. Appeals are subject to the provisions of chapter 19.06 GHMC.~~

Section 9. Section 17.98.080 of the Gig Harbor Municipal Code is hereby repealed.

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 _____, 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: _____

Law office of
CAROL A. MORRIS PC

August 14, 2003

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

Re: Design Review Board Procedures

Dear Mayor and City Council:

Councilmember Dick asked me whether the City may exempt processing of design review applications from the requirements in RCW 36.70B.060, which provides that the City may only have one open record hearing and one closed record appeal on a project permit application. The City is also required to issue a final decision on the project permit application within 120 days after the application is determined complete. RCW 36.70B.080. The answer to his question is yes, the City may exempt processing of applications from these requirements, as long as the City does so by resolution or ordinance, and determines that this particular type of permits present special circumstances warranting a different review process. RCW 36.70B.140.

Background

Since March 31, 1996, the City has been required to establish and implement permit processing procedures that provide for no more than one open record hearing and one closed record appeal. RCW 36.70B.050, 36.70B.060. An open record hearing is defined in RCW 36.70B.020(3) as: "a hearing conducted by a single hearing body or officer authorized by the local government to conduct such hearings, that creates the local government's record through testimony and submission of evidence and information, under procedures prescribed by the local government by ordinance or resolution." The City has established open record hearing procedures in chapter 19.05 GHMC.

The City is also required to provide an optional consolidated project review process and to issue a final decision on project permit applications within 120 days after receipt of the complete application. RCW 36.70B.060(3). This means that if a developer submits two or more project permit applications relating to a project action, and if the developer chooses to have consolidated permit processing, the City must process related permits together by this deadline. RCW 36.70B.120. Under the consolidated permit review process, the determination of application completeness, notice of application and notice of final decision must include all project permits being reviewed, and there must be no more than one open record hearing and one closed record appeal. RCW 36.70B.060, 36.70B.120.

Mayor and City Council
August 14, 2003
Page 2

To comply with the above state laws, the City allows an applicant to obtain design review approval by submitting an application in conformance with the Design Review Manual, to be processed administratively by staff. GHMC Section 17.98.050. Staff review of such applications does not involve a public hearing or meeting, and the decision issues within 120 days. If an applicant requests that a permit submitted with a design review application be processed under consolidated permit processing, the City can do so, as long as the staff, not the Board, processes the application.

As an alternative, an applicant may decide to submit an application that does not comply with the Design Review Manual for review by the Design Review Board. GHMC Section 17.98.050(B)(1). Because Board review typically takes longer, the City requires that an applicant choosing the process must sign a waiver of the requirement for a final decision within 120 days. State law allows the parties to waive the 120 day deadline. RCW 36.70B.080(3). The current procedure in the City's code does not allow the Board to hold public meetings or hearings, nor does it allow testimony to be presented to the Board by the applicant or the public. The Board currently does not comply with any of the requirements for holding a public hearing or meeting.

Proposed Ordinance

The change in the ordinance before Council is proposed so that the Board may hold a public meeting and make recommendations on design review applications. (A "public meeting" is defined in RCW 36.70B.020(5).) There is no prohibition on the Board's ability to hold more than one public meeting on a design review application. However, the Board will only be able to make a recommendation, not a final decision on a design review application after a public meeting.

Why it is not advisable to allow the Board to hold an open record hearing and make a final decision on a design review application, even if exempted from chapter 36.70B RCW.

All decisionmakers (the staff, the Board and the Hearing Examiner) are required to follow the Design Review Manual in making their decisions/recommendations. The Manual was adopted by the City Council to reflect the desires of the citizens for the City's appearance. Consistent decisions implementing the standards, goals and intent of the Manual will ensure the desired appearance of the City. Better decisions do not result merely because Gig Harbor residents sit as a Board to make those decisions.

If the procedures are changed to allow the Design Review Board to hold open record hearings, applicants (and their expensive consultants) may have to prepare and attend two or more open record hearings on their development applications. Consider the situation in which the City allows the Design Review Board to make the final decision on a design review application, after an open record public hearing. The Board will never be the decisionmaker on the underlying development application, so the applicant will probably have to prepare for and attend two or more separate public hearings.

If the City decides to avoid the statutory requirements for one open record hearing and one closed record appeal, it must exempt the process from chapter 36.70B RCW, as provided in RCW 36.70B.140. However, the fact that the City has exempted it from chapter 36.70B RCW does not mean that the Design Review Board would not have to comply with other laws applicable to the open record hearing. For example, the Board would have to comply with the Appearance of Fairness doctrine in holding open record public hearings, or risk having its decision invalidated. The Board would have to ensure that timely notice of the public hearing issued. The Board would be required to conduct the hearing as the Hearing Examiner currently does, by swearing in witnesses, receiving and marking exhibits, preparing a written and tape recorded record of the proceeding, conducting deliberations on the facts and issues presented by the applications, voting on the applications, directing staff to prepare findings and conclusions to reflect the Board's decisions, voting on the findings and conclusions and ensuring that the final decision issued in a timely fashion.

As this Council is aware, there are standards of adequacy for the final written decision that must be observed. These standards are very high: "Findings of fact by an administrative agency are subject to the same requirements as findings of fact drawn by a trial court." *Weyerhaeuser v. Pierce County*, 124 Wn.2d 26, 873 P.2d 498 (1994). Liability may be imposed on a municipality and/or the individual decisionmakers for arbitrary and capricious decisionmaking. *Lutheran Day Care v. Snohomish County*, 119 Wn.2d 91, 122, 929, P.2d 746 (1992); *Mission Springs v. Spokane*, 134 Wn.2d 947, 954 P.2d 250 (1998); *Hayes v. Seattle*, 131 Wn.2d 706, 934 P.2d 1179 (1997).

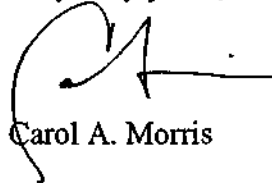
Recently, the City Council hired an attorney hearing examiner to reduce the City's exposure to liability for damages for land use decisionmaking by a non-attorney. The City Council also voted to eliminate their own ability to make final decisions on most land use applications, even though the City Attorney was available during every Council meeting to provide advice and draft the written decision.

Mayor and City Council
August 14, 2003
Page 4

If the City now decides to allow the Board to hold open record public hearings and make final decisions, the City and the individual Board members will be exposed to liability for damages. None of the Board members are attorneys, and the City Attorney does not attend any Design Review Board meetings to provide advice on land use decisionmaking.

For all of the above reasons, I do not recommend that the Board be allowed the ability to hold open record hearings and issue final decisions. This change would provide no additional benefit to the City, but would disadvantage permit applicants and increase exposure to liability to both the Boardmembers and the City. If you have any questions, please let me know.

Very truly yours,

A handwritten signature in black ink, appearing to be 'CA' with a horizontal line extending to the right.

Carol A. Morris



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: CAROL A. MORRIS, CITY ATTORNEY *J. For CA*
SUBJECT: SECOND READING OF AN ORDINANCE - AMENDING SECTION
13.34.060 GHMC
DATE: AUGUST 25, 2003

INFORMATION/BACKGROUND

Following the Washington Supreme Court invalidation of the petition method for annexations, (*Grant County Fire Protection District v. City of Moses Lake*, 145 Wn.2d 702 (2002)), the City took action to remove the requirement that outside utility extension agreements be conditioned upon an agreement not to protest annexation. The Washington Legislature recently adopted Chapter 331 (SSB 5409) of the Laws of Washington, 2003, which provides a new direct petition method. It is now appropriate for the City to reinstate the 'no protest' annexation requirement. First reading of this Ordinance was held on August 11, 2003.

The City Attorney has draft the proposed Ordinance for consideration by the Council.

RECOMMENDATION

I recommend that the Council approve the Ordinance as presented.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S PROVISION OF WATER AND SEWER OUTSIDE CITY LIMITS BY CONTRACT WITH OWNERS OF PROPERTY, REINSTATING THE REQUIREMENT THAT AN APPLICANT REQUESTING EXTENSION OF WATER OR SEWER SERVICE FROM THE CITY TO PROPERTY OUTSIDE THE CITY LIMITS SIGN A UTILITY EXTENSION AGREEMENT, WHICH INCLUDES, AS ONE CONDITION OF SUCH SERVICE, THAT THE PROPERTY OWNER AGREE TO SIGN A PETITION FOR ANNEXATION OF HIS/HER PROPERTY WHEN REQUESTED BY THE CITY, NOW THAT A NEW STATE LAW HAS BEEN ADOPTED FOR THE PETITION METHOD OF ANNEXATION (CH. 331, SSB 5409, WASHINGTON LAWS, 2003), AMENDING GHMC SECTION 13.34.060.

WHEREAS, the City has the authority under RCW 35.67.310 and RCW 35.92.170 to provide water and sewer service outside the city limits under such conditions the City adopts by ordinance; and

WHEREAS, the City adopted an ordinance describing the conditions under which water and sewer service may be extended (GHMC Section 13.34.060); and

WHEREAS, the original ordinance adopting GHMC Section 13.34.060 included a requirement that the property owner agree to sign a petition for annexation of his/her property when asked to do so by the City; and

WHEREAS, the Washington Supreme Court recently invalidated the petition method for annexations in *Grant County Fire Protection District v. City of Moses Lake*, 145 Wn.2d 702 (2002); and

WHEREAS, the Washington Legislature subsequently adopted Chapter 331 (SSB 5409) of the Laws of Washington, 2003, which provides a new direct petition method; and

WHEREAS, the City Council desires to reinstate, as a condition for the provision of water and/or sewer service outside the City limits, the requirement that a property owner sign a petition for annexation of his/her property when asked to do so by the City; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); Now, Therefore,

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

Section 1. Section 13.34.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.34.60 Utility Extension Agreement. Every applicant for water and/or sewer service outside the city limits, except for municipal corporations or quasi-municipal corporations, such as water, sewer or fire districts making application under GHMC Section 13.34.070, must agree to sign an agreement with the City, which conditions the provision of the service on the following terms:

* * *

H. Agreement Not to Protest Annexation. The owner shall provide the City with an irrevocable power of attorney to allow a City representative to sign a petition for annexation on behalf of the property owner or the property owner shall agree to sign a petition(s) for annexation of his/her property when requested to do so by the city.

* * *

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the

remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor
this ___th 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: 8/2/03
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 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 THE CITY'S PROVISION OF WATER AND SEWER OUTSIDE CITY LIMITS BY CONTRACT WITH OWNERS OF PROPERTY, REINSTATING THE REQUIREMENT THAT AN APPLICANT REQUESTING EXTENSION OF WATER OR SEWER SERVICE FROM THE CITY TO PROPERTY OUTSIDE THE CITY LIMITS SIGN A UTILITY EXTENSION AGREEMENT, WHICH INCLUDES, AS ONE CONDITION OF SUCH SERVICE, THAT THE PROPERTY OWNER AGREE TO SIGN A PETITION FOR ANNEXATION OF HIS/HER PROPERTY WHEN REQUESTED BY THE CITY, NOW THAT A NEW STATE LAW HAS BEEN ADOPTED FOR THE PETITION METHOD OF ANNEXATION (CH. 331, SSB 5409, WASHINGTON LAWS, 2003), AMENDING GHMC SECTION 13.34.060.

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

APPROVED by the City Council at their meeting of _____, 2003.

MOLLY TOWSLEE, CITY CLERK



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT

3510 GRANDVIEW STREET

GIG HARBOR, WASHINGTON 98335

(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR *hcv*
SUBJECT: SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM,
2004 - 2009
DATE: AUGUST 25, 2003

INTRODUCTION/BACKGROUND

Local agencies are required to prepare a Six-Year Transportation Improvement Program (TIP) under RCW 35.77.010. State and federal funding for transportation projects are tied to approved Six-Year Transportation Improvement Programs. While a TIP represents the anticipated projects over a six-year period, the projects undertaken in any given year are subject to the annual budget deliberation process.

The attached Six-Year TIP for 2004 through 2009 is consistent with the City of Gig Harbor Transportation Plan (March 2002), and updates last year's amended TIP to reflect projects anticipated to be completed this year, newly funded projects, those anticipated to carry over into 2004, and the most current cost information.

The TIP includes the construction of improvements on Olympic Drive and 56th Street and is dependent upon the availability of state funding. The design and construction of intersection improvements at 36th Street and Point Fosdick Drive is contingent on WSDOT Tacoma Narrows Bridge project and Pierce County funding. The TIP also anticipates the design of 38th Avenue, Grandview Street Improvements Phase 2, and the 45th Avenue Pedestrian project for 2004 with construction dates contingent upon successful grant funding.

Miscellaneous projects in the 2005 program will respond to pavement, sidewalk, and storm drainage needs on a prioritized basis depending on location, severity, traffic volumes, safety, and funding.

FISCAL CONSIDERATIONS

Adoption of the Six-Year Transportation Improvement Program does not directly affect the City's finances. The fiscal impacts will be reviewed during the annual budgeting process. Depending upon the availability of funds and other

MAYOR WILBERT AND CITY COUNCIL MEMBERS
AUGUST 25, 2003
PAGE 2

considerations, the Council may elect to fund more or fewer projects, and/or change project priorities.

RECOMMENDATION

I recommend that the Council approve the attached resolution adopting the Six-Year Transportation Improvement Program (2004-2009).

**CITY OF GIG HARBOR
RESOLUTION NO.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Comprehensive Transportation Plan and Transportation Improvement Program, including an arterial street construction program, and thereafter periodically modified said comprehensive transportation program by resolution, and

WHEREAS, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

WHEREAS, a public hearing was held on the said Six-Year Transportation Improvement Program on August 25, 2003, and

WHEREAS, the City SEPA responsible official finds that there will be no significant adverse environmental impacts as a result of adoption or implementation of the Six-Year Transportation Improvement Program,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (2004-2009, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit A attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

RESOLVED this 25th day of August, 2003.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



Washington State Department of Transportation

Exhibit A

Six Year Transportation Improvement Program

From 2004 to 2009

DRAFT

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Hearing Date: _____ Adoption Date: _____
 Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
08	1	Skansie Ave Pedestrian Improvement Project Skansie Avenue from: Alternative High School to: Rosedale Construct curb, gutter, sidewalk, planter strip, storm drainage, and minor widening along the unimproved north side of Skansie Ave.	05	P	.15	P	CN	4/15/2004			PSMP	70	30	100	100						
							Totals					70	30	100	100						
14	2	OLYMPIC DRIVE/56th STREET IMPROVEMENTS Olympic Drive & 56th Ave. from: 38th Ave to: Point Fosdick Drive Reconstruction to provide a 5-lane section, w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped planter strip on both sides, left-turn pockets / landscaped median where feasible - storm sewer improvements, 11-foot	03 04 06	P	0.49	C P S T G W	CN	5/1/2005			AIP	3000	1000	4000	3000	1000					
							Totals					3000	1000	4000	3000	1000					
16	3	56th ST. / PT. FOSDICK DR. IMPROVEMENTS 56th Street / Point Fosdick Drive from: Olympic Drive to: Olympic Drive Reconstruction to provide a 3-lane section, w/ bicycle lanes, curbs, gutters, and sidewalks, left-turn pockets / landscaped median where feasible.	03 04 05	P	0.55	C G P T W S	PE CN	1/1/2004 5/1/2006			AIP	1875	160 625	150 2500	150 2500	150 1000	50 1500				
							Totals					1875	775	2650	150	1050	1500				
17	4	Grandview Street (Phase 2) Grandview Street from: Pioneer Ave. to: Stinson Ave. Reconstruct Grandview Street to provide two 11 foot lanes w/ bike lanes, C&G, and sidewalk.	03	P	.2		PE CN	1/1/2004 8/1/2005					50 200	50 200	50 200		200				
							Totals						250	250	50	200					



Washington State Department of Transportation

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Exhibit A

DRAFT

**Six Year Transportation Improvement Program
 From 2004 to 2009**

Hearing Date: _____ Adoption Date: _____
 Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs In Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
17	5	38TH AVENUE IMPROVEMENTS -PHASE 1 38th Avenue from: City Limits to: 58th Street Complete design, & construct 2- / 3-lane section, w/ left turn pockets, & w/ bicycle lanes, curbs, and gutters on both sides, a landscaped planter strip and sidewalk on the east side only, storm sewer improvements, and	03 06 04	P	1.0	C P O G T W	PE CN	1/1/2004 4/1/2007			AIP	4800	588 1200	588 6000	294	294		6000			
							Totals					4800	1788	6588	294	294		6000			
16	6	45th AVE PED IMP PROJECT 45th Avenue from: Point Fosdick to: 30th Avenue C1 Construct curb, gutter & sidewalk along the north side of 45th from Pt. Fosdick to 30th Ave.	06	S	.04	C G P T W	PE CN	1/1/2004 9/1/2004					20 50	20 50	20 50						
							Totals						70	70	70						
17	7	36th/Point Fosdick Intersection from: to: Reconstruct the intersection to provide a modern day roundabout.	03	P	0	C G P T	GN	5/1/2004			WSDOT	250	650	900	900						
							Totals					250	650	900	900						
17	8	GRANDVIEW STREET IMP. (Phase 3) Grandview Street from: McDonald Ave. to: Soundview Drive Reconstruct to include sidewalks w/ bike lanes and curb and gutter with landscape strips.	03 05	P	0.5	C G P S T W	PE CN	1/1/2005 3/1/2006					110 400	110 400		110		400			
							Totals						510	510		110	400				

Agency: Gig Harbor

Co. No.: 27 Co. Name: Pierce Co.

City No.: 0490 MPO/RTPO: PSRC

Exhibit A
DRAFT

Six Year Transportation Improvement Program
From **2004** to **2009**

Hearing Date: _____ Adoption Date: _____
Amend Date: _____ Resolution No.: _____

Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only			
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	RAW Required Date (MM/YY)			
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds									
									Federal Fund Code	Federal Cost by Phase													
1	2	3	4	5	6	7	B	9	10	11	12	13	14	15	16	17	18	19	20	21			
19	9	PRENTICE STREET IMPROVEMENTS Prentice Street from: Fennimore Street to: Burnham Drive Curbs and gutters on both sides, sidewalk(s), storm sewer improvements, and landscaped planter strip where feasible.	03 05	P	0.30	C P T W S G	CN	5/1/2005						520	520		520						
							Totals							520	520		520						
19	10	BRIARWOOD LANE IMPROVEMENTS Briarwood Lane from: 38th Avenue to: Point Foedick Drive Construct curbs, gutters and sidewalk/pedestrian pathway on the south side, planter strip(s), traffic islands, and lighting.	01	P	0.59	C S P G T	PE CN	10/1/2005 5/1/2006			PSMP	100	150 250	150 350			150	350					
							Totals					100	400	500			150	350					
17	11	38th AVENUE IMPROVEMENTS-PHASE 2 38th Avenue from: 56th Street to: Hunt Street Complete design, & construct 2-/3-lane section, w/ left turn pockets, & w/ bicycle lanes, curbs, and gutters on both sides, a landscaped planter strip and sidewalk on the east side only, storm sewer improvements, and	03 06 04	P	.5	C P O G T W	PE CN	1/1/2006 4/1/2006			AIP	3000	400 1000	400 4000				400	4000				
							Totals					3000	1400	4400				400	4000				
19	12	FRANKLIN AVE. IMP (Phase 2) Franklin Avenue / Fuller Street from: Peacock Hill Avenue to: Burnham Drive Provide curbs, gutters, and sidewalks on both sides, storm sewer improvements, water main replacement, and traffic calming features.	03 05	P	0.23	C P T W S G	CN	5/1/2006						500	500			500					
							Totals								500	500			500				

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

DRAFT

From **2004** to **2009**

Hearing Date: _____ Adoption Date: _____
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Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only			
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envr. Type	RAW Required Date (MM/YY)			
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds									
									Federal Fund Code	Federal Cost by Phase													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21			
00	13	DOWNTOWN PARKING LOT CONSTRUCTION Downtown Parking Lot from: Central Busn. Dist. to: Central Busn. Dist. Construct additional off-street parking in conformance w/ the City's Design Guidelines	01	P	0.03	P W	PE CN	1/1/2006 2/1/2007						10 50	10 50			10			50		
Totals												80	60				10			50			
17	14	BURNHAM DRIVE IMPROVEMENTS PHASE 1 Burnham Drive from: Harborview Drive to: Franklin Avenue Reconstruction, including major widening, curbs, gutters, sidewalks, storm sewer improvements.	03 05	P	0.28	O C G P S T	PE CN	1/1/2006 4/1/2007			PSMP	280	65 70	65 350				65			350		
Totals												280	135	415				65			350		
16	15	VERNHARDSSEN STREET IMPROVEMENTS Vernhardssen Street from: City Limits to: Peacock Hill Avenue Pavement restoration and/or overlay, storm sewer, curbs, gutters, and sidewalk(s).	05 07	P	0.34	W	PE CN	1/1/2006 5/1/2007			PSMP	25	75 123	75 148				75			175		
Totals												25	198	223				75			175		
16	16	ROSDALE STREET IMPROVEMENTS (Phase 2) Rosedale Street from: City Limits to: State Route 16 Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lanes,	03 05	P	0.53	C P T	PE CN	1/1/2006 5/1/2007	STP(U) STP(U)	70 435			20 68	90 503				90			503	CE	12/31/06
Totals											505		88	593				90			503		



Washington State Department of Transportation

Exhibit A

DRAFT

Six Year Transportation Improvement Program

From 2004 to 2009

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Hearing Date: _____ Adoption Date: _____
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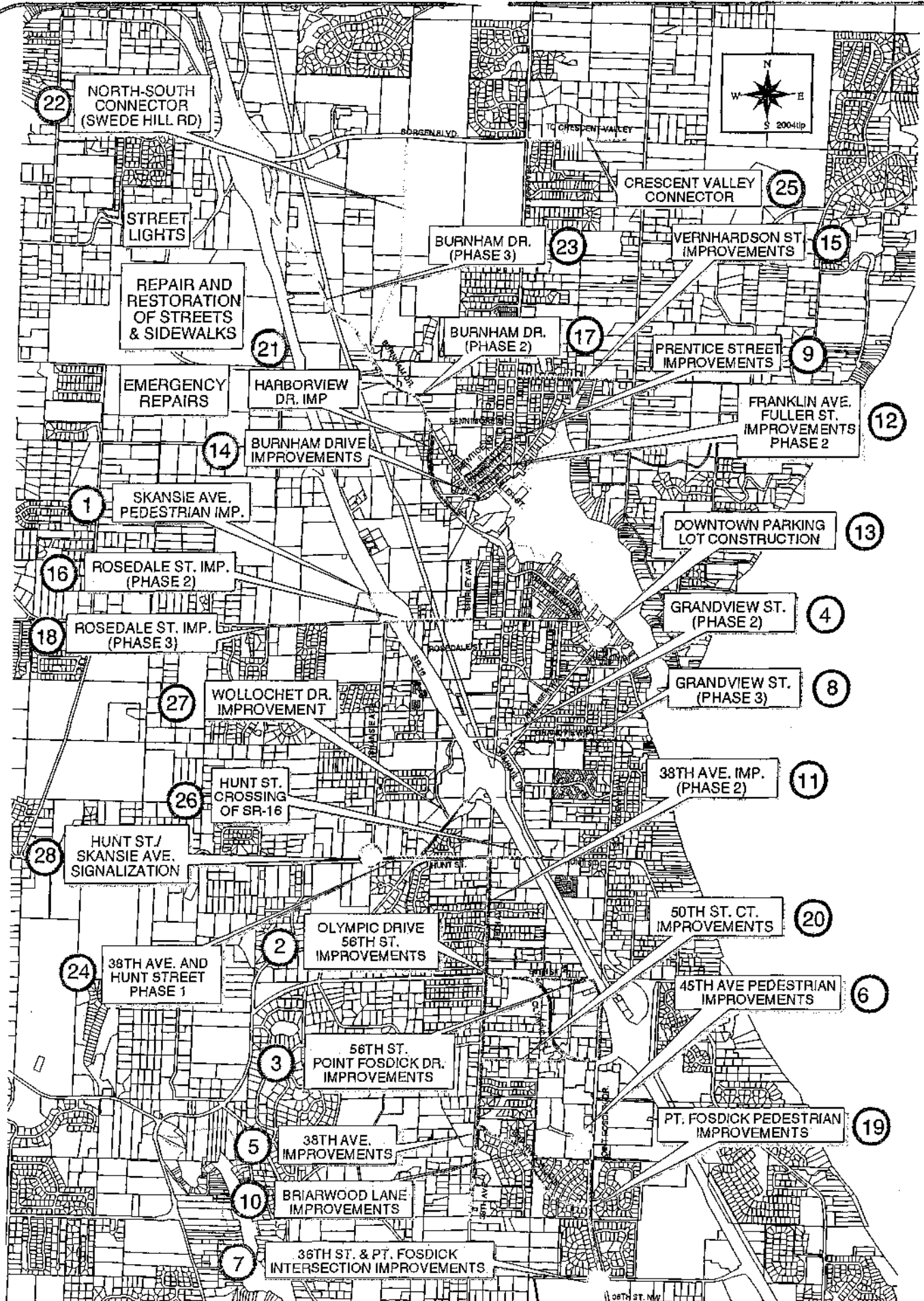
Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
16	21	Harborview Drive Imp Project from: North Harborview to: Burnham Drive Reconstruct roadway to provide for C,G, & S/W with bike lanes and landscape strips.	03 05 06	P	.30	P S T W	PE CN	1/1/2007 5/1/2008						60 500	60 500				60 500		
Totals													560	560				560			
17	22	NORTH-SOUTH CONNECTOR (Swede Hill Road) Swede Hill Road from: Burnham Drive to: Borgen Blvd. Corridor preservation for north-south circulation & access in the Gig Harbor North area.	01	P	0.91	P W	PE	1/1/2007			OTHER	100		100				100			
Totals												100		100				100			
17	23	BURNHAM DRIVE IMPROVEMENTS PHASE 3 from: North/South Connector to: Borgen BLVD	03 04 12	P	1.0	C G O P T	PE CN	1/1/2008 4/1/2009			PSMP	3000	1000	400 4000							
Totals												3000	1400	4400				3400			
16	24	38th / HUNT STREET (Phase 1) 38th Ave. & Hunt Street from: Skans Avenue to: 58th Ave. Preliminary design of a 2-/3-lane section, w/ median &/or left turn pockets, bicycle lanes, curbs, gutters.	04 07	P	1.0	C S G P T W	PE CN	1/1/2008 5/1/2009			PSMP PSMP	22 124	20 42	42 166					42 166		
Totals												146	62	208				208			

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Functional Class	Priority Number	Project Identification A. Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or road - Ending MP or road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars									Expenditure Schedule (Local Agency)				Federally Funded Projects Only	
							Project Phase	Phase Start (mm/dd/yyyy)	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Enwr. Type	RAW Required Data (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
16	25	CRESCENT VALLEY CONNECTOR Crescent Valley Road from: Crescent Valley Road to: Peacock Hill Avenue Purchase right-of-way, design and construct a 2- /3-lane road, including paved shoulders, storm	01	P	1.0	C P T G	PE RW CN	1/1/2008 1/1/2008 5/1/2009	STP(U) STP(U)	223 1637	OTHER OTHER	228 250 1672	35 255	486 250 3564				486 250 3564			
Totals									1860		2150	290	4300				4300				
17	26	HUNT ST XING OF SR-16 KIMBALL DR EXT. from: 38th Avenue to: Kimball Drive Design, purchase right-of-way, and construct a 2- lane undercrossing of SR-16.	01 03	P	0.5	C P O T G W	PE RW CN	1/1/2009 5/1/2009 5/1/2009	STP(U) STP(U) STP(U)	610 649 4120	AIP AIP AIP	745 801 5152	45 50 303	1400 1500 9575				1400 1500 9575			
Totals									5379		6688	398	12475				12475				
14	27	Wollochet Drive Improvement Project Wollochet Drive from: Hunt Street to: SR-16 Widen roadway to provide for 11-foot lanes with additional lanes to accommodate future WSDOT SR-16 ramp modifications with C,G & SW with concrete curb and street lighting.	03 04	P	.5	C G P S W T															
Totals																					
16	28	Hunt/Skansie Intersection Improvements Hunt Street and Skansie Ave. from: Hunt Street to: Skansie Ave. Installation of a new traffic signal or a roundabout at the intersection of Hunt Street and Skansie Ave.	12	P	.1	C G P S W T	PE CN	1/1/2009					50 250	50 250				50 250			
Totals													300	300				300			
Grand Totals for Gig Harbor									8074		27494		12904	48472	4584	3324	3390	36271			

Exhibit A



City of Gig Harbor
Six Year Transportation Improvement Program
2004 - 2009



"THE MARITIME CITY"

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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP *[Signature]*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUMP STATION 3A SETTLEMENT AGREEMENT
AND ACCEPTANCE OF THE WORK
DATE: AUGUST 25, 2003

INTRODUCTION/BACKGROUND

On March 26, 2001, City Council awarded the construction project to Strider Construction Co. Inc., in the amount of \$1,101,863.30. In March 2002, the pump station was put into operation. The contractor has fulfilled all the obligations of the Pump Station construction contract, and City Council acceptance of the pump station is requested. This agreement resolves the dispute between Strider and the City as to the amount of money needed to pay Strider for all work and materials associated with the project, and to close-out the project. The contents of the settlement agreement was previously presented to the Council in executive session.

The parties have agreed that the City will pay Strider a settlement payment of \$20,408.59, which represents the amount agreed to by the parties to be full settlement and discharge of all claims made by Strider, or could be made by Strider, for the project.

The City Attorney and the City Engineer have reviewed this agreement and both recommend City ratification of this agreement. The council must be informed of a supplier claim in the amount of \$50,000 that has been made against the retainage on this project. The City will not release the retainage until the supplier claim has been resolved.

FISCAL CONSIDERATIONS

Although this is a non-budgeted item, sufficient funds are available within the Sewer Operating Fund to make the settlement payment.

RECOMMENDATION

I recommend that the Council move for approval of the Release and Covenant Not To Sue with Strider Construction Co., Inc. and authorize the Mayor to execute the document on behalf of the City, and to authorize the City staff to make a final payment in the amount of \$20,408.59 to Strider Construction Co., Inc. and for Council formal acceptance of the Pump Station 3A project.



"THE MARITIME CITY"

RECEIVED

AUG 04 2003

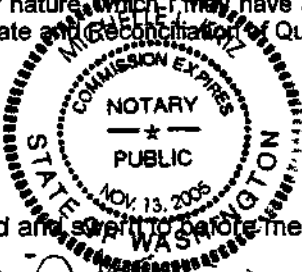
CITY OF GIG HARBOR
PUBLIC WORKS DEPT

CERTIFICATE OF
COMPLETION

CONTRACTOR STRIDER CONSTRUCTION COMPANY, INC.			
MAILING ADDRESS 4721 NORTHWEST DRIVE			
CITY BELLINGHAM	STATE WA	ZIP 98226	DATE 6/4/03
STATE PROJECT NO. N/A	FEDERAL-AID PROJECT NO. N/A	OTHER: N/A	
PROJECT: SEWAGE PUMP STATION 3A CSSP - 0002			
DATE WORK PHYSICALLY COMPLETED 3/22/02		FINAL AMOUNT \$ 1,107,372.62	

Contractor's Certification

I, the Undersigned, having first been duly sworn, certify that the attached Final Estimate and Reconciliation of Quantities is a proper charge for work performed and material furnished to the City of Gig Harbor for the above Project; that the same or any part thereof has not been paid; and that I am authorized to sign for the claimant (Contractor); that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift of money in any form whatsoever has been extended to any employee of the City of Gig Harbor nor have I rented or purchased any equipment or materials from any employee of the City of Gig Harbor. I further certify that the attached Final Estimate and Reconciliation of Quantities is a true and correct statement showing all of the monies due me from the City of Gig Harbor under this contract; that I have carefully examined said Final Estimate and Reconciliation of Quantities and understand the same; and that I hereby release the City of Gig Harbor from any and all claims of whatsoever nature, which may have arising out of the performance of said contract, which are not set forth in said Final Estimate and Reconciliation of Quantities. (See "Note" below)



[Signature]
(Contractor Authorized Signature Required)
James A. Gebhardt, President
(Type Signature Here)

Subscribed and sworn to before me this 31st day of JULY, 2003
[Signature] notary public in and for the State of Washington,
residing at BELLINGHAM

City of Gig Harbor Certification

I certify the attached Final Estimate and Reconciliation of Quantities to be based upon actual measurements, and to be true and correct:

APPROVED: Date 8/4/03
[Signature]
City Engineer

X _____
Associate Engineer

Date of Acceptance _____

By X _____
MAYOR

NOTE: Contractor's claims, if any, must be included and the Contractor's Certification must be labeled indicating a claim attached.

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue (hereinafter referred to as "Release") is made and entered into by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation, and Strider Construction Company, Inc., (hereinafter "Strider"), a corporation licensed to do business in Washington, located at 4721 Northwest Road, Bellingham, Washington 98226.

RECITALS

A. The City awarded a construction contract to Strider Construction on or about March 2001, for the construction of Pump Station 3A at 3900 Harborview Drive, Gig Harbor, Washington (hereinafter the "Project"). As of the date of execution of this Release, construction is complete.

B. Strider and the City have a dispute as to the amount of money needed to pay Strider for all work and materials associated with the Project, and to close out the Project.

C. The City and Strider have reached a compromise in the amount of money needed to pay Strider for all work and materials associated with the Project, and to close out the Project. The parties have agreed that the City will pay Strider one million, one hundred seven thousand, three hundred seventy-two dollars and sixty-two cents \$1,107,372.62 (including retail sales tax), which represents the amount agreed by the parties to be the full settlement and discharge of all claims made by Strider or that could have been made by Strider for the Project. The parties have also agreed that the compromise settlement and discharge was conditioned upon Strider's execution of this Release.

AGREEMENT

In exchange for the consideration described herein, the parties agree as follows:

1. RELEASE AND DISCHARGE. In consideration of the City's payment to Strider of one million, one hundred seven thousand, three hundred seventy-two dollars and sixty-two cents \$1,107,372.62 (including retail sales tax), Strider hereby releases and forever discharges the City, its insurers, agents, officers, elected and appointed officials and employees, from any and all claims, demands, debts, liabilities, damages (including attorney's fees and costs), additional compensation, interest, causes of action of whatever kind or nature, known or unknown, existing or arising in the future, relating to the Project as described above, or any claim made by Strider to the City. This payment shall be disbursed as provided in Section 3 herein, and no interest shall accrue on this amount prior to the date of payment, and no interest shall accrue as against the City on any money withheld by the City pursuant to any court order or any money retained by the City as required by law. This amount includes all money or payments Strider believes that it is entitled to under the contract between the parties for the project. Once this payment is made, Strider will receive no further payment from the City.

The City releases Strider, its insurers, sureties, agents, officers and employees from any and all claims, demands, debts, liabilities, damages (including liquidated damages, attorneys fees and costs), additional compensation, interest, causes of action of whatever kind of nature, known or unknown, existing or in the future, relating to the Project described above, PROVIDED THAT: nothing in this Release and Covenant Not to Sue shall affect the rights of any third parties or the bonds executed by Strider for the

Project, which shall remain in effect until released by the City in writing under the terms and conditions of the bonds.

This Release includes, but is not limited to, all alleged acts, causes of action or claims as included in the correspondence or requests for change orders, reports, etc., between Strider and the City relating to the Project, or which could have been included in any such documents and any other related documents provided to the City on the subject of the Project, with the exception of the bonds executed by Strider for the Project. In order for Strider to be released under the performance and maintenance bonds executed by Strider for the Project, the City must release Strider in writing under the terms and conditions of the bonds.

2. INDEMNIFICATION. Strider expressly agrees and stipulates that, in consideration of the aforesaid payment, to indemnify and forever hold harmless the City, its insurer, officials, officers, elected or appointed, agents, and employees, against loss from any and all further claims, requests for additional compensation, interest, debts, demands and actions in law or equity that may be hereafter made or brought by Strider for the purpose of enforcing a further claim for damages or losses arising from the disputed amount or claim described in this Release.

3. DATE OF PAYMENT. The City shall not be obligated to pay the amount set forth in Section 1 herein until after the expiration of thirty (30) days after its final acceptance of the Project, and after receipt and payment of sales tax by the State and payment of any prevailing wage claims. This Release shall not affect the City's ability to withhold any retained percentage in accordance with state law, in the event that any claims are filed.

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

5. ENTIRE AGREEMENT. This Agreement, including all documents referenced herein, constitutes the entire Agreement between the parties and supersedes all proposals, oral and written, between the parties on the subject matter of this Agreement.

6. ACKNOWLEDGEMENT. The representatives of the parties who execute this Release hereby warrant that they are authorized representatives and have the authority to execute this Release on their behalf, that they have read this Release and know the contents thereof, and further acknowledge that its terms are contractual and not mere recitals. Upon proper execution and delivery, this Release will constitute as against each party a valid, legal and binding obligation, and will be enforceable against each party in accordance with the terms herein.

7. SPECIFIC PERFORMANCE. The parties specifically agree that damages may not be an adequate remedy for breach of this Release, and that the parties are entitled to compel specific performance of all material terms of this Release, by any party in default hereof, as well as to obtain damages. All terms and provisions of this Release are material.

8. GOVERNING LAW AND VENUE. This Release shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or relating to this Release shall lie in Pierce County Superior Court, or the U.S. District Court for the Western District. In the event a lawsuit is filed to enforce the

terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

9. ASSIGNS TO BE BOUND. This Agreement shall be binding on the parties and their successors in interest, heirs and assigns.

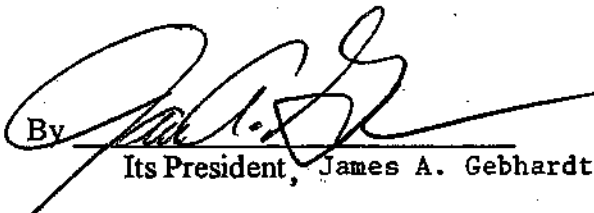
THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE, KNOW THE CONTENTS THEREOF, HAVE CONSULTED WITH AN ATTORNEY REGARDING ITS MEANING, ACKNOWLEDGE THAT ITS TERMS ARE CONTRACTUAL AND NOT MERE RECITALS, ACKNOWLEDGE THAT EACH HAS SIGNED OF HIS OR HER OWN FREE ACT, AND ACKNOWLEDGE THAT THEY FULLY UNDERSTAND THIS RELEASE.

Executed this ___ day of _____, 2003.

THE CITY OF GIG HARBOR

STRIDER CONSTRUCTION, INC.

By _____
Its Mayor

By 
Its President, James A. Gebhardt

ATTEST:

City Clerk, Molly Towslee


APPROVED AS TO FORM:

City Attorney, Carol A. Morris

STATE OF WASHINGTON)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that James A. Gebhardt is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument, on oath acknowledged that he/~~she~~ was authorized to execute the instrument and acknowledged it to be the free and voluntary act of Strider Construction, Inc., for the uses and purposes mentioned in the instrument.

DATED: 5/27/03


NOTARY PUBLIC in and for the
State of Washington, my
Commission expires: 11/13/05





"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP *John P. Vodopich*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: WILKINSON FARM RE-ROOFING
CONTRACT AUTHORIZATION
DATE: AUGUST 25, 2003

INTRODUCTION/BACKGROUND

A recent inspection of the roof of the Wilkinson House identified leaks in the existing roof requiring complete replacement of the cedar shakes. Contractor will remove and replace the house and garage roofing with #1 grade cedar shakes. Five potential contractors were contacted in accordance with the City's Small Works Roster process (Resolution No. 592). Three contractors responded with the following price quotations:

Cleo's Roofing	\$ 13,104.00
Peninsula Roofing, LLC	\$ 14,813.00
Wright Roofing, Inc.	\$ 17,287.00

Based on the price quotations received, the lowest price quotation was from Cleo's Roofing in the amount of thirteen thousand one hundred four dollars and zero cents (\$13,104.00) excluding state sales tax.

It is anticipated that the work will be completed within four weeks after contract award.

FISCAL CONSIDERATIONS

This is an unbudgeted objective utilizing existing funds in the Park Department. This contract may require a future budget amendment if funds are depleted by the end of the fiscal year.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for the Wilkinson Farm house and garage re-roofing to Cleo's Roofing as the lowest responsible respondent, for their bid quotation amount of thirteen thousand one hundred four dollars and zero cents (\$13,104.00).

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN CITY OF GIG HARBOR
AND CLEO'S ROOFING**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and CLEO'S ROOFING, a Washington corporation, located and doing business at 12218 Vernon Avenue SW, Lakewood, WA 98498, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all, materials and labor necessary to tear off old roofing of Wilkinson Farm home and garage, clean-up and hauling away of debris, and complete installation of new #1 Grade medium cedar shake roof. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of thirteen thousand one hundred four dollars and zero cents (\$13,104.00), excluding sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the tasks described in Exhibit A, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before September 31, 2003. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

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

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

VII. Termination.

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

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

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

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

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

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

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

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

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

X. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

CLEO'S ROOFING

By: *David L. Leum*
Its *President*

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Cleo's Roofing
Attn: *David Leum*
12218 Vernon Avenue SW
Lakewood, Washington 98498
(253) 581-1055

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

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

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

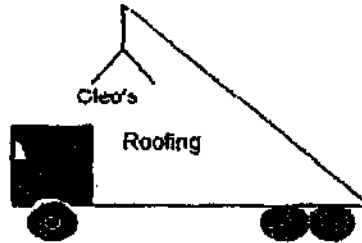
STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

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

12218 Vernon Ave. SW
Lakewood, WA 98498
253-581-1055



A Division of Harcor, Inc
CLEOSR*110BP

August 6, 2003

Gig Harbor
Community Development Department
3510 Grandview Street
Gig Harbor, WA 98335

Project: Wilkinson Farm Re-Roofing *ALSO INCLUDES GARAGE*
4118 Rosedale Street *AS PER DEBBIE ON 8/6/03 @ 3:10 PM*

Bid:

Cleo's Roofing will remove existing roofing, clean up and haul debris away. Provide and install 30# Shake Liner, # 1 Grade Medium Cedar Shake, New Metal RV-38 Vents, and Leads. To include 2 year Workmanship Warranty.

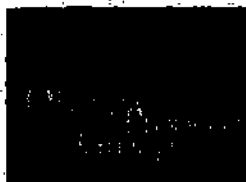
For The Sum of	\$13,104.00
WA Sales Tax	\$ 1,153.00
Total	\$14,257.00

Exclusions: Permits

Note: Any bad wood will be at time and material

Respectfully Submitted

Jerry Harmon
Jerry Harmon
Estimator



A Pope Resources Company

August 8, 2003

Gig Harbor City Council
3510 Grandview Street
Gig Harbor, WA 98335

Re: Comprehensive Plan Amendment for Gig Harbor North Area

Honorable City Council:

Through the almost 3 years of processing our application, we have worked hard to address community and City concerns as they have surfaced. The evidence of this hard work is the relatively positive public testimony and lack of controversy as we enter the final stages.

We understand that a lingering concern is the potential that less than desirable tenants could locate on our property. To alleviate such concerns, we would like to affirm in the written record that we will not under any circumstances sell or lease a commercial site to either of the following entities:

- Wal-Mart store, Sam's Club store, or any other use owned by any affiliate, subsidiary, or successor of Wal-Mart Stores, Inc.
- Fred Meyer Stores, or any other use owned by any affiliate, subsidiary, or successor of The Kroger Company.

On another note, our negotiations with Costco continue to be very positive and have included the preparation of a number of site plans by their architects and engineers. Assuming we achieve a positive result this Monday, we will be working to finalize our agreement with them and begin working with your staff to take the planning effort to the next stage.

Very truly yours,

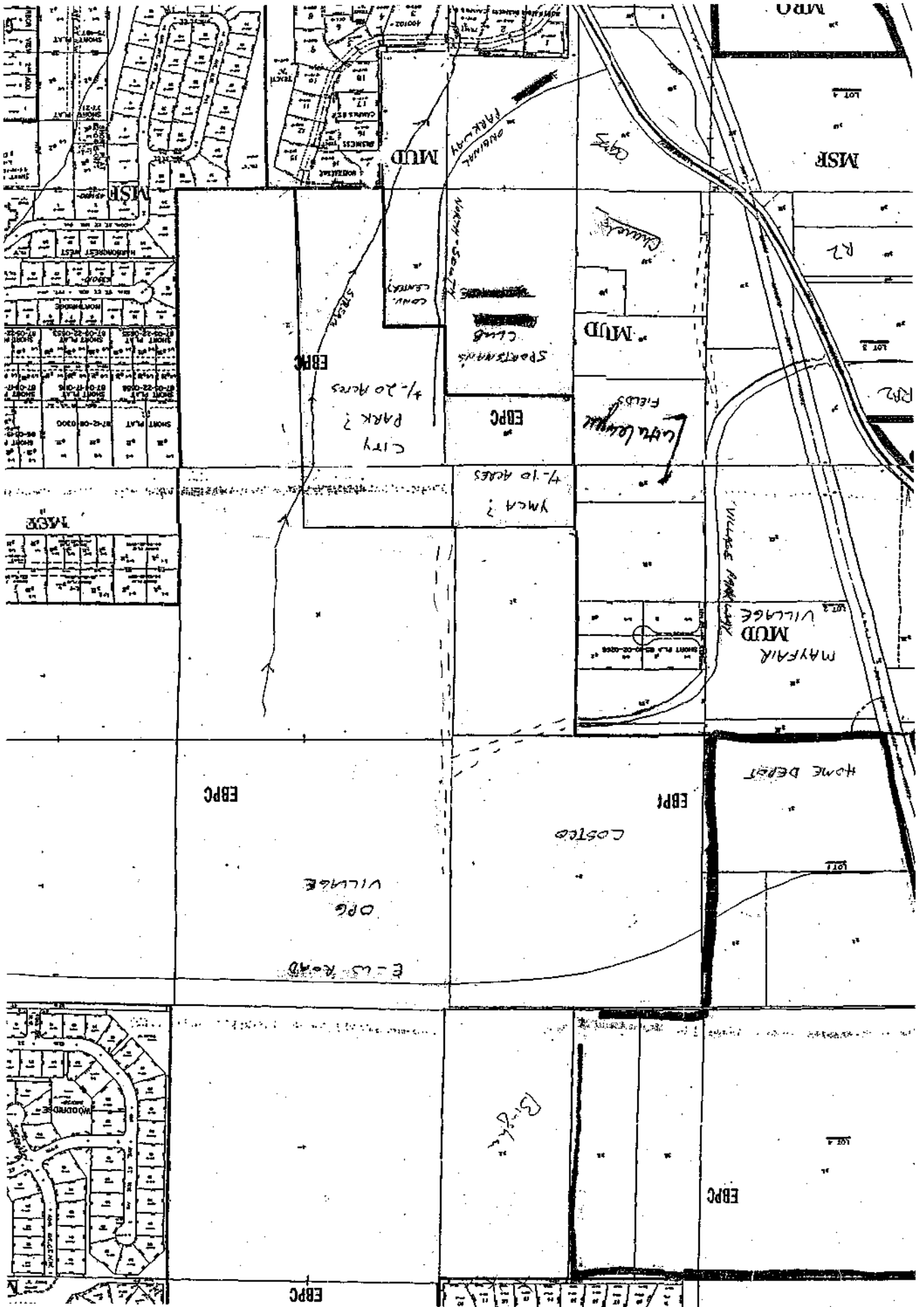
Jon Rose
President
Olympic Property Group

cc: Mark Hoppen, John Vodopich, Carol Morris (City of Gig Harbor)



— *Olympic Property Group* —
19245 Tenth Avenue Northeast, Poulsbo, WA 98370-7456
(360) 697-6626 • Seattle: (206) 292-0517 • Fax: (360) 697-1156





RECEIVED

JUL 31 2003

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

From
Phil Canter