

Gig Harbor City Council Meeting

**June 11, 2007
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
June 11, 2007 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of the City Council Meeting of May 29, 2007 and the Joint City Council / Parks Commission Worksession of May 21, 2007.
2. Receive and File: Operations and Public Projects Committee Minutes – 5/17/07; Intergovernmental Affairs Committee Minutes – 5/29/07.
3. Copier Maintenance Agreement.
4. 50th Street Improvements Final Plans, Specifications, & Estimate – Contract Services Contract.
5. Donkey Creek and Adjacent Estuary – Technical Review and Grant Support Services Contract Authorization.
6. NPDES Permit Water Quality Studies – Contract Authorization.
7. Approval of Payment of Bills for June 11, 2007:
Checks #53843 through #54009 in the amount of \$768,208.02.
8. Approval of Payment of Payroll for May:
Checks #4680 through #4710 and direct deposits in the amount of \$294,364.25.

OLD BUSINESS:

1. Public Hearing and Second Reading of Ordinance – Clarifying the Effect of a Transportation CRC and the Definition of an “Owner” and “Capacity”.
2. Naming of Estuary Park.

NEW BUSINESS:

1. Proposed 2007 UGA Amendment to the Pierce County Comprehensive Plan.
2. Resolution – Parks Naming.
3. Proposal for Public Meetings Calendar – Peninsula Gateway.
4. Public Hearing and First Reading of Ordinance – Two Ordinances Adopting Text Amendments Recommended in Phase 1b of the Design Review Process Improvements Initiative (Zone 07-0023 & 07-0024).
5. Plan Review Services – Building Division – Contract Authorization(s).
6. Request for Reconsideration of Hearing Examiner’s Decision #SUB 05-116.

STAFF REPORT:

1. John Vodopich, Community Development Director – Richards Request to Purchase City Property.

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS / COUNCIL COMMITTEE REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, June 27th at 9:00 a.m. in Community Rooms A & B.
2. Community Coffee Event – Tuesday, June 12th at 6:30 p.m. in the Council Chambers.
3. Finance and Safety Committee – Wed., June 13th at 3:30 p.m.
4. Operations and Public Projects Committee – Thurs. June 21st at 3:00 p.m.

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

ADJOURN:

Recess to Worksession: Public Safety (Court, Police, Emergency Management).

GIG HARBOR CITY COUNCIL MEETING OF MAY 29, 2007

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Payne, Kadzik and Mayor Hunter. Councilmember Dick was absent.

CALL TO ORDER: 6:00 p.m.

PLEDGE OF ALLEGIANCE:

SWEARING IN CEREMONY:

Mike Davis, Chief of Police, introduced the newest Reserve Officer, Ed Santana, and gave a brief background of his credentials and successful completion of the Police Academy. Mayor Hunter performed the ceremony to officially swear him in as a Reserve Officer for the City of Gig Harbor.

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 May 14, 2007.
2. Resolution – Surplus Equipment.
3. Appointment to Design Review Board.
4. eCityGov Alliance-MyBuildingPermit.com Subscription Agreement.
5. 2007 Pavement Markings Contract.
6. Storm Water Facilities Maintenance and Restrictive Covenant Agreement.
7. Eddon Boat Remediation Project-EPA Brownfields Grant Administration Contract Amendment.
8. Liquor License Application – In Lieu of Current – Tides Tavern.
9. Approval of Payment of Bills for May 29, 2007:
Checks #53696 through #53842 in the amount of \$454,857.60.

MOTION: Move to approve the Consent Agenda as amended.
Ekberg / Franich - unanimously approved.

PRESENTATION: Dept. of Ecology – Presentation of 2006 “Outstanding Wastewater Treatment Plant” Award.

The Department of Ecology could not be at the meeting to present the award. Steve Misiurak, City Engineer, explained that the city is honored to receive this award for having no violations and meeting all permit requirements. He introduced Laurie Nicholas, Wastewater Treatment Plant Operator. Ms. Nicholas offered tours of the treatment plant.

Mayor Hunter then introduced Kae Paterson, newest member appointed to the Design Review Board. Councilmember Kadzik said that he worked with Kae on the Planning Commission and that she will be a great addition to the DRB. He thanked her for her continued volunteerism.

OLD BUSINESS:

1. Pierce Transit Presentation. Tamara Jenkins, Principal Planner for Pierce Transit, said they heard loud and clear at the last meeting that the city would like the pedestrian bridge kept out of the Hunt Street right of way and would like an improved design. She used a PowerPoint presentation to illustrate the new site plan and design. She noted that the final location is contingent upon approval by WSDOT. Ms. Jenkins described the new “corridor concept” design features explaining that the simpler, open design would blend with the existing Park and Ride facility.

Ms. Jenkins answered Councilmembers’ questions regarding the changes.

2. Second Reading of Ordinance – Ordinance Passing Procedures. Carol Morris, City Attorney, presented this ordinance that would allow Council to adopt an ordinance on its introduction.

Councilmembers discussed changing language on page 2 to delete the reference to “time-sensitive and/or of a routine nature” and adding site specific rezones.

MOTION: Move to adopt Ordinance No. 1088 with the correction to Section 1.08.02 C.

Ekberg / Payne – unanimously approved.

3. Second Reading of Ordinance – Parks Commission Meeting Date. Rob Karlinsey, City Administrator, presented this housekeeping ordinance setting Parks Commission meeting dates by resolution rather than by ordinance.

MOTION: Move to adopt Ordinance No. 1089 as presented.

Payne / Conan – unanimously approved.

4. Second Reading of Ordinance – Traffic Concurrency Transfer. Steve Misiurak, City Engineer, presented this ordinance that would provide for the transfer of reserve transportation capacity. He described the changes made to the ordinances per Council and a letter received since the last reading.

Carol Morris explained that the revised draft further clarifies the situation in which the sending property doesn’t have an existing CRC. The transfer can still take place as long as they have a pending CRC.

Ray Schuler – 1501 Pacific Avenue. Mr. Schuler, Board Chairman for the Boys & Girls Club, said that the ordinance has changed since the first reading, but they would still like to endorse the adoption of one of the ordinances. He added that he is mystified by how an entitled trip becomes one that has to be mitigated when moved from one site to another.

Carol Morris addressed this concern by explaining that the trips are separate from concurrency. The mitigation is imposed pursuant to SEPA, and this ordinance only speaks to trips, not exemption from mitigation.

Councilmember Franich voiced concern that it is early in the process to implement the traffic model this ordinance could lead to unintended consequences.

Jennifer Kilmer – 4218 North Harborview Drive. Ms. Kilmer, representing the Gig Harbor Peninsula Historical Society, explained that she doesn't fully understand the changes, but will rely upon the good intentions of staff. She said that the Historical Society supports the trip transfer ordinance. She stressed that the ordinance will not have unintended consequences because there are very few projects that will be impacted.

Councilmember Young clarified that the changes to the ordinance only reflect the SEPA process. He stressed that the sunset clause and the limitation of transfer of only 25 trips limits any negative impacts. Councilmember Payne echoed these comments.

Councilmember Ekberg said that the Operations Committee felt that the owner to owner version narrows the chance for negative consequences.

MOTION: Move to adopt the primary or not requiring the same owner version of Ordinance No. 1090 as presented.
Young / Payne – five voted in favor. Councilmember Franich voted no.

4. Amendment to Master Fee Resolution. Rob Karlinsey explained that Resolution No. 711 passed at the last meeting had the base plan fee omitted. This resolution adds these fees as well as correcting a typographical error.

Jim Pasin – 3212 50th St. Ct. NW. Mr. Pasin voiced concern that some of the justification for the new fees is that we aren't up to the level of what other jurisdictions charge, which is a poor excuse. The fees should be based on objectives. Are we trying to encourage or discourage business or residential development? Are the fees justified or is the city trying to "tax people who are trying to do business with the city?" He pointed out that the \$3000 charge for a conditional use permit for non-residential may discourage that type of development. The fees for non-residential and commercial development design review are excessive in comparison to residential. There seems to be a burden placed on non-residential development which discourages more interesting design standards.

Councilmember Young asked for clarification on the cost of a conditional use permit. Councilmember Conan explained that this was discussed in committee and it is because any conditional use permit requires a full report as it goes before the Hearing Examiner.

Carol Morris addressed the comment that these fees are based upon other jurisdictions. She explained that staff presented a chart illustrating what other jurisdictions charge only to show that the proposed fees are in line with what others charge. Staff went through an elaborate process to make sure that the fees actually reflect administrative costs.

Mayor Hunter pointed out that many of the fees hadn't been updated for a very long time.

MOTION: Move to adopt Resolution No. 716.
Young / Ekberg – unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Butler Drive Street Vacation. David Brereton, Director of Operations, presented the background on this proposal to vacate a portion of Butler Drive by Mr. Sterling Griffin. He then answered Council's questions regarding utilities, a proposed short plat, fire hydrant service and emergency access to the property.

Councilmember Payne mentioned that this area is used for lots of pedestrian access and asked Legal Counsel if this should be taken into consideration. Ms. Morris responded that vacating the property would eliminate the public's right to pedestrian travel.

Mayor Hunter opened the public hearing at 6:55 p.m.

Dave Freeman – 3011 Judson Street. Mr. Freeman, Agent for Mr. Griffin, gave an overview of the plans to develop the property. He explained the plan to acquire the other half of the previously vacated Butler Street end. He provided a hand-out and described the plan to short-plat the parcel. He said that they would provide access and utility easements to the city and to adjacent property owners. This includes access to the fire hydrant. Mr. Freeman addressed the storm water concerns. He said that they would provide a design that meets or exceeds the city's requirements.

Carol Morris addressed the question about maintaining easements. She explained that pedestrian easement is inconsistent with a street vacation. She further explained that if Council determines public travel in the area, and if the city intends for that to be continued, the street vacation must be denied.

Councilmember Payne asked about an engineering report on the utilities. Steve Misiurak responded that a report usually isn't generated for a street vacation request unless it is essential to street network connectivity. In this case, it is not, but there are maps that show the utilities.

Mayor Hunter asked about a turnaround. Mr. Freeman clarified that he worked with the Fire Marshal to design a regulation hammerhead that would be built and granted to the city.

Dave Jarzynka – 7401 Stinson Avenue. Mr. Jarzynka voiced his opposition to the street vacation request for three reasons. One, his water service is in the easement; two, he is 140 feet from the hydrant and needs this fire service; and third, the water runoff. A house was built on the other side of the vacation and the cleared vegetation resulted in quite a bit of storm water runoff moving towards his property.

Sterling Griffin – 22 Rhododendron Drive, Gig Harbor. Mr. Griffin, property owner requesting the vacation. Mr. Griffin explained that the property next door was heavily treed and blackberried before that house was built, but now there is a path that the property owner to the left put in and improved city property, which he didn't know was allowed. After he applied for the vacation, this path construction took place in the area they have asked to have vacated. He said that he has no problem mitigating any type of water that may come from his property down to the Jarzynka's. In addition, if they want access to Butler, they will provide it. They will not be building a house over any waterlines, all concerns will be mitigated and they will be happy to maintain any utilities or fire protection.

Kae Paterson – 7311 Stinson Avenue. Ms. Paterson reinforced that there always has been a walking trail across that piece of property that has been part of the neighborhood for years. When the new house was being built, a neighborhood meeting resulted in the improvements to the trail. She said that the trail is used and is part of the neighborhood.

Bill Fogerty – 3614 Butler Drive. Mr. Fogerty said that the newly constructed house is a 3500 s.f. Craftsman home and the owner made the improvements to the trail. He said that he has problems with the vacation request. One, it is a dead end street. Two, Nick Tarabochia told him that when he was a kid they used to ride bikes through those trails. He said that this trail has been used by many of the neighbors. He said that he doesn't agree to the street vacation. These are single family residential lots on a dead end street. He also said that there needs to be a turnaround because everyone uses his driveway to turn around. He said that he has no problem with the city making improvements and widening the streets and adding sidewalks to make the area ADA accessible but is against vacating or making any changes to the residential lot.

Mr. Fogerty then told Mr. Griffin that his surveyor pulled off the street and put an eight foot ditch on city property next to the pole on which Mr. Griffin posted the public notice.

Jean Johnson – 3622 Butler Drive. Ms. Johnson spoke in opposition of the street vacation. She said that the right of way has been in existence since Butler Drive was created, several pedestrians use it and it should remain as such.

Joseph Bruner – 3611 Butler Drive. Mr. Bruner said that he lives in the house next to Mr. Griffin's property, and said that he does not support vacation of the easement because it is a path and the only way over to Stinson Avenue. It's always been there and he doesn't want to support any more development on this street.

Mr. Griffin came forward to say that if his surveyor did damage to get him the truck number, name or phone number and he will be glad to take care of any damage. He then said that the Jarzynka's should install a speed bump to handle all the traffic.

The public hearing closed at 7:11 p.m.

Councilmember Ekberg said that he would like to decide whether or not to proceed with the vacation. He said that historically, the only streets vacated by the city have been under the non-users statute. He stressed that this property still has benefit to the city and he sees no reason to vacate the right of way. He further explained that all the lots on Butler range between 12,500 and 13,500 square feet, single family residences. The only reason to vacate this is to add another 2500 square feet to a lot that would allow it to be divided into two. He said that the city does not need to be in the real estate speculation business.

MOTION: Move to not agree to vacate this street right of way.
Ekberg / Payne – unanimously approved.

2. First Reading of Ordinance-Clarifying the Effect of a Transportation Capacity Reservation Certificate (CRC), and the Definition of an "Owner", along with the Definition of "Capacity". Steve Misiurak presented this ordinance to clarify that an applicant with a CRC does not have ownership interest in projected trips, and to define the term "Owner" to include a lessee of real property if the lease is over 25 years and is also the developer of the property. The final clarification is to the term "capacity" to mean "or peak PM trips."

Rob Karlinsey further explained that the ownership language was added to this ordinance because there is no sunset clause and the 25 year clause was added in case option B was adopted earlier.

Councilmember Franich asked why there is no sunset clause in this ordinance. Mr. Karlinsey said that this ordinance addresses concurrency in general. The previous ordinance for trip transfers does sunset.

Carol Morris added that at the next reading the definition of "Owner" could be eliminated. She said that this ordinance is just clarifying that the trips are not owned by the developer. This was suggested because of a case in Redmond in which their trip transfer ordinance was interpreted to mean that the developer owns the trips in the CRC.

This will return for a second reading at the next meeting.

3. Lodging Tax Advisory Board – Skansie Brothers’ House Recommendation.
Sherry Johnson – 13216 Brekenford Drive. Ms. Johnson explained that she is before Council as a representative of the Lodging Tax Advisory Committee. Ms. Johnson thanked Council for their continued vision on behalf of tourism and gave an overview of the proposal to create a Visitor Center at the Skansie Brothers’ House. Ms. Johnson explained that this option has been considered by the Skansie Ad Hoc Committee, the Lodging Tax Committee, and it was included in the city commissioned Heritage Tourism Report. She explained that the goal is to for Council to consider this proposal in the 2008 budget process. She cited visibility, location, attractive addition to the waterfront experience, and the cross-marketing aspect as a few of the reasons that this is an ideal location for a visitor’s center. Ms. Johnson stressed that the downtown retail area is in jeopardy and that the Skansie House would be a great place to welcome both visitors and residents to the area. She explained that the charm and character of the structure would be retained and that its prominent location would become a starting point for the Heritage Tourism experience. The house could contain photos and artifacts to honor the fishermen, and especially the Skansie Family. Ms. Johnson cited other examples of why this would be the best spot for a visitor’s center. She said that one recommendation that came forward from the committee is that if Council decides to do a more extensive remodel is to sell the existing visitor’s center and use the proceeds.

Jim Pasin – 3212 50th St. Ct. NW. Mr. Pasin explained that several years ago when he served on Council, they moved to purchase this property to preserve the history of the community. He said that it is his opinion that if this property were to be used for this purpose, it is counter to preserving the history as was intended. He went on to say that he is unsure that the money being set aside is for this particular purpose. This is zoned waterfront commercial property and this proposal would require a Conditional Use Permit. Because it would be a public facility the city would be required to have off-street parking and so there are issues in converting the property. He asked, “do you really want to take a building like that and move an operation from an existing building that was donated for that type of purpose, and vacate it?” Mr. Pasin said that he is unsure of what the original agreement for granting the existing visitor’s center is, or whether the intent was for it to be sold. He strongly advised Council not to encourage this use, which would be detrimental to the property and the history of the community. He also said that he didn’t think that the funds should be spent for this purpose.

Linda Gair – 9301 No. Harborview Drive. Ms. Gair, downtown resident and business person for seventeen years, explained that she was on the Ad Hoc Committee and said that she totally disagrees with Mr. Pasin. She said that the best thing the city did was to buy this park. With the efforts of Laureen Lund and tourism in general, her business has increased 20% due to use of that park. She stressed that public money purchased the house and the public ought to get some use from it. A visitor’s center is a low-impact use, and it would be a great way to pay homage to the fishing families. She said that she is appalled that the netshed and house have sat idle.

Bill Fogerty – Downtown Business Owner. Mr. Fogerty said that he believes that it will take around \$300,000 to mitigate the house and asked that a community kitchen be included for civic organizations to use.

Jennifer Kilmer – 4218 Harborview Dr. Ms. Kilmer explained that they submitted a letter of support from the Gig Harbor Peninsula Historical Society. They were happy to do so because this proposal is in keeping with the results of the Heritage Tourism analysis. Their recommendation was to use the Skansie Home as a welcome center. The Historical Society is fully supportive of this use and described several uses that could be accommodated on-site such as visitor information, exhibits, and a community gathering place. She stressed that preserving our history does nothing if people don't have access, and this is a wonderful opportunity. Ms. Kilmer then addressed two issues; the first is whether it is big enough. She said that she submitted a few layouts to illustrate how furniture could be placed. The second issue is whether the museum would like to operate this as a satellite facility. She said that they would not have the capacity to do so, but would be more than happy to assist the city. She finalized by encouraging Council to consider a use that would maximize public access and said that the Historical Society would serve as a resource to present the history of the Skansie House for whatever choice is made.

Councilmember Young said that this has been a long-term goal of the Lodging Tax Committee and clarified that their budget has earmarked money as a capital reserve with the intent to use the funds for a visitor's center at that site. He said that he is unsure whether Council has taken a position on this proposal. He also said that there seems to be a misconception that the house will be transformed. The house has to be renovated and the issue is the best way to allow for public access. One idea is a visitor center, which would not change the look of the building. He said that Mr. Pasin brought up good points that need to be addressed. He said that he urged the Lodging Tax Committee to come forward now due to the upcoming budget cycle and recommended that Council take the project into consideration.

Councilmember Ekberg said that he hoped that Council would direct staff to look at some of these issues now, rather than waiting until the budget process. He said that a visitor's center / museum is a great use for that site. We need to have the issues, such as parking, researched before this can be discussed during the budget process and a decision can be made.

Councilmember Franich said that he thought Mr. Pasin brought up excellent points. He asked if any other public outreach had been done for uses at this site. Councilmember Young and Ekberg responded that this was the purpose of the Skansie Property Ad Hoc Committee.

Councilmember Franich then suggested a timelier outreach to the community rather than relying upon the Heritage Tourism Report.

Rob Karlinsey asked for clarification on whether staff should gather information for potential options. He suggested that other Committees such as the Parks Commission and DRB may have a stake in this. Mayor Hunter recommended obtaining input from the DRB, the Parks Commission and community outreach. He said that the traffic at the location is at Level “F” and so this, and parking really needs to be addressed.

Councilmember Young asked if a pre-budget retreat had been scheduled to discuss budget issues to be brought back for the budget workshops. Rob Karlinsey said that he was in favor, explaining that staff had already begun the process and so it would be good to obtain direction as soon as possible.

4. Maritime Pier. Rob Karlinsey said that Councilmembers Ekberg, Franich and Payne and Mayor Hunter formed an Ad Hoc Committee to study a potential Maritime Pier. There were meetings with the Fishermen’s Club, the Waterfront Restaurant and Retail Association and the Port of Tacoma. Based on the input, he asked that Council give direction for staff to do the following:

1. Draft a proposal including a financial plan, potential uses, and timelines to locate the Maritime Pier at the Ancich/Tarabochia dock;
2. Apply for appropriate grant funding and pursue local government and community cooperation and participation; and
3. Explore and determine cost and feasibility of the Skansie Brothers property as a potential long-term maritime pier location (after expiration of the Ancich lease).

Councilmember Ekberg clarified that there were no universal agreements. But to get something in place more quickly, a recommendation was made to utilize the Ancich/Tarabochia dock where the boats are currently docked. He further explained that The Fishermen’s Club feel that something should be located at the Skansie Brother’s Park and at the downtown business meeting, there were positive and negative comments about this site. The mixing of the uses verses a more tourist-related use is an issue. Councilmember Ekberg voiced support for the Ancich/Tarabochia dock.

Councilmember Franich asked about the financial impact. Mr. Karlinsey said that a true cost has yet to be determined to retrofit the current dock and potential grant funding. He added that he thinks there is a better chance at the state level in about two years from now.

Councilmember Franich responded that this is a good plan and thanked the Ancich and Tarabochia families for considering this noble gesture.

Councilmember Ekberg said that doing this sends a positive message that the city is listening and wants to move forward.

Councilmember Payne emphasized that we need to focus on the here and now and look at permanent citing after we are well underway with the issues at hand.

Councilmember Franich said that he would like to discuss the feasibility of this at the upcoming budget retreat to determine whether or not to put general fund money towards the project. Councilmembers and Mayor Hunter concurred.

Mr. Karlinsey said that he hopes that staff can do items 1, 2, and 3 in-house in 2007, with action taken in 2008.

MOTION: Move to direct staff to draft a proposal including a financial plan potential uses and timeline to locate a maritime pier at the Anich/Tarabochia dock.

Franich / Payne – unanimously approved.

5. Concurrency Management Program – Consultant Services Contract. Steve Misiurak presented this contract to provide traffic analyses of all proposed development applications. He said that he and another staff person will be attending a two-day training session. He added that the work could begin in-house summer of next year at the earliest.

Councilmember Payne recommended a plan for transition of services to staff be included in any upcoming contract amendments.

MOTION: Move to authorize the Consultant Services Contract for David Evans and Associates, Inc. in an amount not to exceed twelve hundred fifty dollars for each concurrency test plus ten dollars per trip over ten as calculated in the ITE Trip Generation Rates.

Young / Ekberg – unanimously approved.

STAFF REPORT:

Gig Harbor Police Department - April Report. Chief Davis advised that an incorrect report had been included in the packet and that he has distributed the right information. He offered to answer questions. He said that in the future, the reports would be abbreviated and he would be presenting a monthly oral report and a comprehensive mid-year report.

Chief Davis then said that he was able to obtain the full price to purchase the police motorcycle from the Washington Traffic Safety Commission. He said that the Traffic Officer, Mike Allen, is doing well.

Councilmember Payne commented that the visibility of the take-home police vehicle program is paying off.

Rob Karlinsey reported that there were around 600 participants in the Street Scramble program on Saturday, crediting Laureen Lund with the huge success. He then said that the Conservation Futures Grant Application is due in two days. The city is applying to purchase the property adjacent to the park at Crescent Creek. He said that staff is

working on application for a couple of Salmon Recovery Grants for daylighting of Donkey Creek.

MAYOR'S REPORT / COUNCIL COMMENTS / COUNCIL COMMITTEE REPORTS:

1. Remove from table: Naming of Estuary Park for consideration at the June 11, 2007 Council meeting. Councilmember Payne made the following motion.

MOTION: Move to remove the Naming of the Estuary Park from the table to be considered at the June 11, 2007 Council Meeting.

Payne / Ekberg – unanimously approved.

2. Minutes from the Operations & Public Projects Committee, May 7, 2007.

PUBLIC COMMENT:

Linda Gair – 9301 Harborview Drive. Ms. Gair said that regarding the maritime pier, she is not in favor of public funds going to private enterprise. She said that for the economic viability of the town, the pier needs to be built at Skansie. If done properly it will double the size of our investment in the park and will provide a wonderful place for visitors and residents. It would be a big mistake to not locate there and as a taxpayer, she does not want to pay for the Ancich/Tarabochia location. She stressed that it would not be a public access facility and people won't learn about the heritage of Gig Harbor. She added that the competition with the Uptown Center and Costco will put the downtown in big trouble and this is the time to do the hard thing. She said that it is time to bite the bullet on downtown parking and to share the parking in private facilities.

Councilmember Franich pointed out that the street vacation agenda item illustrates that when the city went to the 7200 s.f. minimum lot size; this is the type of thing you can end up with. He voiced concern that we need to protect the existing characteristics of our neighborhoods.

Councilmember Payne addressed comments by Mr. Pasin about the fees. He said that he knows staff went through a thoughtful process in developing the fees, and asked that this be kept track of in the future to recoup costs.

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, May 30th, at 9:00 a.m. in Community Rooms A & B.
2. EPA Brownfields Grant Award Media Event – Eddon Boatyard, June 4th. Time to be announced.
3. Community Coffee Event – Tuesday, June 12th at 6:30 p.m. at the Civic Center.
4. Operations and Public Projects Committee – Thursday, June 21st at 3:00 p.m. in the Engineering/Ops Conference Room.
5. Planning / Building Committee Meeting – June 4th.

ADJOURN:

MOTION: Move to adjourn at 8:18 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 28
Disk #2 Tracks 1- 27

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

COMMITTEE OUTLINE MINUTES

Joint City Council / Parks Commission Meeting

Date: 05-21-07 Time: 6:00 p.m. Location: Community Rooms A & B Scribe: Molly Towslee, City Clerk

Members Present: Mayor Hunter and Councilmembers Ekberg, Young, Dick, Payne and Kadzik.

Parks Commission Members: Jackie Goodwill, Michael Perrow, Peter Hampl, and Ken Malich.

Staff Present: Rob Karlinsey, Lt. William Colberg, John Vodopich, David Brereton, Terri Reed and Molly Towslee

| Topic | Recommendation/Action | Follow-up <i>(if needed)</i> |
|--|---|--|
| Elements of the Parks Commission Work Plan: | | |
| <u>Skate Park</u> Goal: to have a safe, fun sanctuary for kids. | <ul style="list-style-type: none"> • Adopt a Park Program to address litter. • Parental involvement to help deter negative and/or illegal behaviors. • Monitor when cameras are installed. • Sponsor Community Events. • Full-time supervision (i.e. off duty Police or Parks & Rec Employee) • Add more playground equipment to encourage family participation. • Seek grants for park improvements | <ul style="list-style-type: none"> • Budget for telephoto with zoom for security cameras. Advertise to parents / community when installed that they can view activity at park online. • Partner with adjacent businesses and others for an Adopt a Park Program. |
| <u>Ban Smoking in City Parks</u> Goals: Deter underage smoking and litter, address fire safety issues, and protection from second-hand smoke. | <ul style="list-style-type: none"> • Adopt an ordinance banning smoking in city parks. • Hard to enforce; not enough staff. • Takes away rights. • Could create conflict between park users. • Puyallup has working ordinance in place. • Enforce ban in Skatepark / Grandview Forest Parks only. | <ul style="list-style-type: none"> • Find examples of success stories from other jurisdictions. • Bring ordinance to Council for a public hearing. |

Next Meeting: October 3, 2007 at 6:00 p.m.

COMMITTEE OUTLINE MINUTES

Joint City Council / Parks Commission Meeting

Date: 05-21-07 Time: 6:00 p.m. Location: Community Rooms A & B Scribe: Molly Towslee, City Clerk

Members Present: Mayor Hunter and Councilmembers Ekberg, Young, Dick, Payne and Kadzik.

Parks Commission Members: Jackie Goodwill, Michael Perrow, Peter Hampl, and Ken Malich.

Staff Present: Rob Karlinsey, Lt. William Colberg, John Vodopich, David Brereton, Terri Reed and Molly Towslee

| Topic | Recommendation/Action | Follow-up <i>(if needed)</i> |
|---|--|---|
| <u>Parks Naming Policy</u> Goal: Clarification of Parks Commission role in naming of city parks. | <ul style="list-style-type: none"> Develop criteria for Parks Commission to bring forth recommendations in rank order. Work together with the Historical Society. | <ul style="list-style-type: none"> Draft a resolution for Council consideration. |
| <u>Estuary Park</u> Goal: Finish up park for public use | <ul style="list-style-type: none"> Encourage the Adopt a Park program at this location. Schedule another parks clean-up day. Wetlands and vegetation issues – educate the volunteers. Phase II: Master Plan and funding in 2008 Budget. Dovetail plans with Museum Project. | <ul style="list-style-type: none"> Talk with Agnes Dei Church re: Adopt A Park. Include Phase II Plan in 2008 Budget. |
| <u>Westside Park</u> Goal: Name the park | <ul style="list-style-type: none"> Parks Commission was asked to submit recommendations for a name | <ul style="list-style-type: none"> Submit recommendations, in ranking order, for naming the park on the west side of Highway 16. |
| <u>Cushman Trail Phase 2 – to Rosedale.</u> Goal: Find affordable options for trail | <ul style="list-style-type: none"> Move location of trail to McDonald Ave., not down Kimball Drive. Find ways to deal with area from 96th to Borgen Blvd. in Phase III. Contact Seabees / Ft. Lewis Soldiers to help with construction of bridges. | <ul style="list-style-type: none"> Change route to McDonald to Grandview. Contact Seabees / Ft. Lewis Soldiers. |

Next Meeting: October 3, 2007 at 6:00 p.m.

COMMITTEE OUTLINE MINUTES

Joint City Council / Parks Commission Meeting

Date: 05-21-07 Time: 6:00 p.m. Location: Community Rooms A & B Scribe: Molly Towslee, City Clerk

Members Present: Mayor Hunter and Councilmembers Ekberg, Young, Dick, Payne and Kadzik.

Parks Commission Members: Jackie Goodwill, Michael Perrow, Peter Hampl, and Ken Malich.

Staff Present: Rob Karlinsey, Lt. William Colberg, John Vodopich, David Brereton, Terri Reed and Molly Towslee

| Topic | Recommendation/Action | Follow-up <i>(if needed)</i> |
|---|--|---|
| <u>Adopt-A-Park</u> Goal: Encourage local organizations to adopt city parks. | <ul style="list-style-type: none"> • Adopt a policy for an Adopt-A-Park Program. • Recognize them with a Parks Appreciation Day • Assure that they are aware that they are “assisting” the city and not taking over the park responsibility. • Develop / update the Comprehensive Plan for city parks to help with the vision. | <ul style="list-style-type: none"> • Develop an Adopt-A-Park policy to take to Council for adoption. • Update Parks Comp Plan with Parks Commission input. |
| <u>Park Impact Fees</u> Goal: Revise the Parks Impact fees | <ul style="list-style-type: none"> • Do a complete revision of the fees for 2008 to include an inventory of need. • Use the Capital Facilities component to develop impact fees. • Require commercial projects to also contribute Parks Impact Fees. | <ul style="list-style-type: none"> • Find someone to update the Capital Facilities Plan in order to develop a formula for a Park Impact Fees increase. |
| <u>Conservation Futures May 31st deadline</u> | <ul style="list-style-type: none"> • Property available adjacent to City Park at Crescent Creek. | <ul style="list-style-type: none"> • Apply for Conservation Futures Grant before May 31st deadline. |
| <u>Public Art in Parks</u> | <ul style="list-style-type: none"> • Define relationship with GHAC. • Help education others on your vision for what the parks should be. • Also work together with the Design Review Board on park design. | <ul style="list-style-type: none"> • Work together with the Gig Harbor Arts Commission for placement of public art in city parks. Forward recommendation to Council, either jointly or separately. |

Next Meeting: October 3, 2007 at 6:00 p.m.

CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

Operations and Public Projects Council Committee

(Name of Committee, Board, Task Force, Commission)

Date: May 17, 2007 Time: 3:00 p.m. Location: Engineering/Operations Conf Rm Scribe: Maureen Whitaker

Council Members and Staff Present: Councilmembers Ekberg, Franich, and Payne; John Vodopich, Community Development Director; Stephen Misiurak, City Engineer; Dave Brereton, Director of Operations; Emily Appleton, Senior Engineer; Maureen Whitaker, Assistant City Clerk.

Others Present: John Chadwell, Olympic Property Group.

| Topic / Agenda Item | Main Points Discussed | Recommendation/Action Follow-up (if needed) |
|---|--|---|
| WWTP Expansion & Outfall Extension Update | <p>Steve Misiurak discussed options and phasing. Discussed also the tentative schedule and financial background.</p> <p>Good news: A Public Works Trust Fund loan was approved for \$765,000 – Five year loan. City can receive 75% of loan in a lump sum payment. 15% match requirement – there are sufficient funds in the budget. First year, City pays interest only and remaining four years are principal only.</p> <p>Engineering has also made application for a Public Works Construction loan for \$10M. This year engineering will do a sewer rate analysis.</p> <p>Expansion permits have been approved, except the need to apply for an extension with the Army Corps of Engineers.</p> <p>Discussion about the need to close the harbor during the direction bore for possibly two days in 2010.</p> | <p>What is the 75% lump sum worth? Should City reinvest? Council Committee requested a financial sheet.</p> <p>Committee asked that the fish window be added to the Gantt Chart.</p> <p>Committee directed staff to put together a major communication campaign for the closing of the harbor in 2010.</p> <p>Committee asked to continue to look at ways to keep the harbor open during this directional bore.</p> |
| Street Connections – Improving Connectivity in Gig Harbor | <p>This issue came up during Retreat.</p> <p>20-year traffic plan – will explore alternative connections. Currently there are no street connections on 6-yr. TIP except 50th Street</p> | <p>Council Committee suggested working with Pierce County on 36th connector.</p> <p>Committee asked staff to look at available connectors and feasibility. Bring back for future</p> |

| Topic / Agenda Item | Main Points Discussed | Recommendation/Action Follow-up (if needed) |
|---|--|---|
| | between 38 th and Olympic. Discussion about 96 th St. at the prison would be a benefit. Discussion about the Burnham Interchange alternatives. | discussion with a map. |
| Sidewalk Trails Inventory and Connections | Discussion of existing and proposed trails/sidewalks. Budgeted for 2007: Briarwood, Stinson/Phase 4, Burnham & Prentice, 45 th /Library (north side). | First step: Comprehensive inventory of what we currently have. Second step: Identify inventory on a map. |
| Tidelands Lease Agreement | 1 st class tidelands. Tides Tavern has first right of refusal. City Attorney has suggested the lease be on a year by year basis. Lease is based on upland assessment of Tides tavern. | Dave Brereton to contact Wynnae at DNR regarding subleasing. |

Meeting adjourned at 4:22 p.m.

Next Meeting: June 21, 2007 at 3:00 p.m.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Intergovernmental Affairs
Committee Meeting Minutes

Proposed Council Action:

Receive and file the attached minutes of the
May 29, 2007 Intergovernmental Affairs
Committee meeting.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: May 29, 07

Exhibits: Meeting Minutes

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RJK 6/7/07

Approved as to form by City Atty: _____

Approved by Finance Director: N/A

Approved by Department Head: RJK 6/7/07

| | | |
|--------------|--------------|---------------|
| Expenditure | Amount | Appropriation |
| Required \$0 | Budgeted \$0 | Required \$0 |

INFORMATION / BACKGROUND

See attached minutes.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Receive and file the attached minutes of the May 29, 2007 Intergovernmental
Affairs Committee meeting.



Meeting Minutes
Intergovernmental Affairs Committee
May 29, 2007

In attendance:

Councilmember Payne
Councilmember Young
Councilmember Conan
City Administrator Karlinsey
Tim Schellberg, Gordon Thomas Honeywell Governmental Affairs
Ian Morrison, Gordon Thomas Honeywell Governmental Affairs

The meeting convened at 4:05 p.m.

2007 Legislative Session Recap

The committee noted that the City did very well in grants awarded during the 2007 legislative session. Factors that contributed to the City's success include proactivity in applying for the grants, top-notch, quality projects, active support of our own legislative delegation (Senator Kilmer and Representatives Lantz & Seaquist), hosting informational sessions with legislators, having City representatives available to go to Olympia to meet with legislators, us of GTH to broaden the City's reach, and reaching out beyond our own legislative delegation.

Federal Earmark Requests

The committee discussed the City's federal lobbying efforts and phone conferenced in Dale Learn, the Gordon Thomas Honeywell (GTH) lobbyist in Washington D.C. Mr. Learn stated that he continues to make contact with congressional aides and also noted that the House and Senate preliminary budget plans would be released soon. The City is working with GTH to have Congressman Dicks and potentially the two Senators come out and tour the two project sites (Donkey Creek and Burnham-Highway 16 freeway interchange).

Greater Peninsula Partnership (GPP)

The GPP consists of a group of representatives from Kitsap Peninsula (including Gig Harbor Peninsula) local government agencies to collaborate and "speak with one voice" on

transportation needs. The GPP has met several times and is in the process of creating a document that summarizes the region's transportation priorities on state-owned facilities. Once the document is completed, the GPP will present it to state agencies, state legislators, regional coordinating councils, and other stakeholders.

City-PenMet Property Tax Overlap

The committee discussed the fact that newly annexed areas are taxed by both the City and the PenMet park district. For future annexations, the City can include language in the ordinance that removes the PenMet district from the newly annexed areas. For areas already annexed, the City Council and PenMet board will need to mutually agree to remove the PenMet portion of the property tax assessment.

The meeting adjourned at 5:30 p.m.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Maintenance Agreement for Copiers

Proposed Council Action:

Authorize the attached agreements

Dept. Origin: Administration

Prepared by: Molly Towslee

For Agenda of: June 11, 2007

Exhibits: *Contracts*

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

PSK 6/7/07

PSK 6/7/07

| | | |
|---------------------|------------------|---------------|
| Expenditure | Amount | Appropriation |
| Required \$ 850 mo. | Budgeted \$ 1000 | Required \$0 |

INFORMATION / BACKGROUND

First Choice Business Machines has maintained the city's copiers on a monthly, cost per copy basis since we purchased them. Service hasn't been up to our expectations and so we recently changed our copier supplier to Preferred Copiers.

Preferred Copiers has offered to maintain the city's existing copy machines at the same rate as First Choice.

As the existing machines are replaced, the price will drop to the current state contract fees for maintenance. This lower fee is reflected in the maintenance agreement for the new machine purchased for the Community Development Department; the Lanier LC155 (attached).

FISCAL CONSIDERATION

The approximate cost for the existing machines (because it fluctuates as copy counts rise and fall) will be \$500. The contract for the new machine in Community Development will cost approximately \$310 per month.

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the attached agreements for copier maintenance.



Maintenance, Scope of Work & Software Support Agreement Provisions

This Maintenance Agreement ("Agreement") shall become effective upon the date of acceptance specified on the face hereof by Preferred Copier Systems, Inc. ("PCS").

1. TERMS

This Agreement shall become effective upon receipt by PCS, of payment of the total charges. If more than ten days pass between the begin date of this Agreement and receipt of payment, then this Agreement will become null and void and any services rendered during that period will be charged separately. The customer may not reassign this Agreement.

2. PURPOSE

This Agreement covers the cost for adjustment, repairs and replacement of parts necessitated by normal use of the equipment and as specifically provided. Repair and/or Replacement Parts – parts necessary to the operation of the equipment will be provided, with the exception of receiving trays, panels, key counters, coin counters, paper, and staples. Toner provided for the agreed copy amount will be based on the manufacturing yields. Additional toner will be charged to the customer at PCS's then published pricing. Customer agrees to pay all toner freight charges.

3. MAINTENANCE/LIABILITY

Execution of a Maintenance Agreement service call will be made during normal business hours and on the equipment and installation specified on this Agreement. Work requested to be done outside of PCS's normal working hours will be billed at the current after hours rate. Fax boards, print controllers, and scanner boards have a 90 days warranty. The customer shall bear all risk of loss to the equipment or loss arising out of its use; PCS shall not be liable for any incidental or consequential damage from any cause whatsoever. Neither shall PCS be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism, or other events such as fire, theft, water damage, lightning, electrical power failure, or for any other cause external to the machine are not covered. The use of unauthorized parts, components, modifications, or personnel to effect repairs or changes will cause this Agreement to be null and void.

4. SHOP RECONDITIONING

When in PCS's opinion, shop reconditioning or work beyond the scope of this Agreement is required; PCS will submit a cost estimate for such work. If the customer authorizes such work, the customer will be billed for that work.

5. SUPPLIES

The equipment under this Agreement will give excellent performance with supplies that have been proven and tested by PCS. If Maintenance Agreement customers use supplies other than those provided by PCS, and if such supplies result in service calls or are clearly not compatible with the equipment, then the coverage under this Agreement may not apply, and you may be charged for all parts and labor needed.

6. RELOCATION

This Agreement is assigned to the equipment at the location specified and is transferable only if the equipment should be relocated to another area within the same service zone (service zone map by request). However, any cost that may be involved in the relocation of the equipment specified is not covered by this Agreement. Any damage caused by a non(PCS) employee will be chargeable. If the equipment specified is sold to another individual or business this maintenance contract becomes null and void.

7. Cancellations/Renewals

The term of this agreement is five years. Contract pricing is guaranteed for the first 12-month period. After this period, pricing is subject to change without notice due to cost increases incurred by Preferred Copier Systems, Inc. or other influences. Preferred Copier Systems, Inc. agrees not to increase the cost per copy rate by more than 10% per year during the 60-month term of this agreement. The maintenance may be billed monthly, quarterly, semi-annual or annually. Billing options do not alter the 60-month term of this contract. This agreement may be canceled at any time after one year provided that the cancellation penalty is paid. The penalty for early cancellation of this agreement is determined by taking the total number of copies run during the previous twelve (12) month period, multiplied by the current cost per copy rate. In the event of early cancellation, all money is due and payable within 30 days of the time of written or verbal cancellation.

8. PRE INSPECTION

The equipment for which this Agreement is intended is subject to an inspection prior to becoming effective. If maintenance or service is required to bring the equipment up to serviceable standards then additional charges will be made based on the parts and labor necessary to render the equipment serviceable.

9. TRAINING

To insure proper operation, PCS will provide training on the use and care of equipment. If personnel changes require additional training at a later date, the PCS will provide that training at no cost to the customer. It is, however, the customer's responsibility to insure that PCS is properly notified of the training requirement because any service calls resulting from misuse of the machine by untrained personnel will be charged separately.

10. MAINTENANCE FEES

The Base rate is the monthly fee charged under the terms of this Agreement. The customer agrees to pay a total sum equal to the Base Rate times the Agreement term. The customer may not cancel this Agreement. In the event of default by customer, PCS may accelerate the payment due under the terms of this Agreement and/or exercise any other rights granted by law.

11. LATE FEES

If any part of a payment is not paid when due, the customer agrees to pay a late charge of 1.5% per month on the unpaid balance. The customer also agrees to pay a \$25.00 fee for each check returned for insufficient funds and a \$5.00 processing fee for billings other than those paid annually. Washington law shall govern this Agreement. In the event buyer defaults in payment the buyer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt. Venue shall be in King County, Washington.

12. AMENDMENTS

Verbal Agreements are not part of this Agreement. No one is authorized to change, alter, or amend the terms or conditions of this Agreement unless agreed in writing by an officer of PCS and the customer.

13. ELECTRIC SERVICE

Customer agrees to provide suitable electric service for the operation of the equipment. A surge suppressor is required for mid to high volume equipment; some models may require a dedicated power line. In the event a problem occurs due to inadequate electric service, charges for service will be billed until the problem is corrected.

14. ENVIRONMENTAL CONDITIONS

It is expected that this equipment be placed in a clean and proper operating environment as stated in your operators' manual.

15. SPECIAL CONDITIONS

This Agreement does not include toner, developer, and consumables for color laser printer or toner and drums for fax equipment, unless specified in Special Condition box on front of Agreement.

SCOPE OF WORK/SOFTWARE SUPPORT

1. CABLING/WIRING

Customer must provide an active network data wall jack (RJ45) within 6 feet of machine. A separate fax line (RJ11) must be supplied if a fax feature is installed on the equipment. Cabling requirements above and beyond the standard installation are provided at the standard chargeable hourly service rate.

2. SOFTWARE LICENSING

All software installed at the customer's location is governed by its original licensing Agreement and shall be the customer's responsibility to maintain.

3. MOVES/CHANGES/ALTERATIONS/UPGRADES

If the customer changes the operating environment, including but not limited to, changing operating systems, network software, hardware and software upgrades, software application changes, etc. to such a degree that further software installations or modifications are required, such installations or modifications shall be billable at PCS, Inc. then current software support labor rate. This includes driver and software installations, troubleshooting assistance, copier system software updates required due to customer network changes or upgrades.

4. LOSS OF DATA

The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any lost data. PCS, Inc. cannot be held responsible for any loss of data.

5. COLOR CALIBRATION

For color systems, color calibration from the customer's computer is not covered under this Agreement. Calibration shall be billed at the then current software support labor rate.

6. PHONE SUPPORT

There is no charge for phone support for customers who have a network service Agreement. Phone support must pertain directly to the functions of PCS installed equipment. For customers with no network service agreement, they shall be billed the then current software support labor rate.

7. ADDITIONAL SOFTWARE INSTALLATIONS

PCS will provide installation support for the existing network configuration and the necessary software drivers to successfully complete the installation as defined by the manufacturer only. It is highly recommended that the customer install all software onto their network using their own IT staff, or hired consultant. PCS personnel can perform the software installation provided the customer agrees to and signs the *Software Release section. Additional installations are the responsibility of the customer. Additional installations by PCS, Inc. shall be billed at the then current software support labor rate.

8. CHARGEABLE CALLS

All service calls made for issues not covered under this Agreement shall be billable at the then current labor rate.

9. NETWORK CONTRACTS

Network support contracts are available. Contact your Customer Service Representative for information.

INITIALS: _____ DATE: _____

All machines located at 3510 Grandview Street EXCEPT the last one which is located at the WWTP.

| | | |
|------------|---------------------|--|
| Savin 2522 | Serial #J0121702465 | Front Admin |
| Savin 2513 | H9228902921 | City Clerk |
| Savin 2575 | J4325700665 | Admin / Finance |
| Savin 2535 | H7026701002 | Utilities |
| Savin 2535 | H7026600657 | Court |
| Savin 2513 | H9228902927 | Council Chambers / Court |
| Savin 2527 | J02206000691 | Planning |
| Savin 2527 | J0220600644 | Public Works |
| Savin 2535 | H7026600654 | Wastewater Treatment Plant located at: 4212 Harborview Drive. |



PCS Sales Rep:

7691 South 180th Street
Kent, Washington 98032
Phone: (425) 251-1202 Fax: (425) 251-1696

Web Site: www.preferredcopier.com

MAINTENANCE AGREEMENT

CUSTOMER

NAME: City of Gig Harbor
TELEPHONE NUMBER: (253) 851-8136 FAX NUMBER: (253) 851-8563

CONTACT

NAME: Molly Towse
E-MAIL ADDRESS: _____

BILLING ADDRESS:

3510 Grandview Street
STREET ADDRESS/PO BOX

Gig Harbor
CITY

Wa
STATE

98335
ZIP

LOCATION OF EQUIPMENT

(IF DIFFERENT FROM BILLING ADDRESS)

All Agreements below cover emergency calls, during normal business hours, as well as routine preventative maintenance. Coverage period is for the number of copies specified below or for one year, whichever comes first. This agreement covers copier hardware failure only. Network or software related issues, whether onsite or phone support, will be billed at our current network support rate.

| Manufacturer | Model#/Serial # | Meter Readings | | Equipment covered? |
|---------------|-----------------|----------------|--------|--------------------|
| | | Beginning | Ending | |
| <u>Lanier</u> | <u>LC155</u> | | | <u>Yes</u> |
| | | | | |
| | | | | |

| Serial # | Base Rate | Black & White Copies/Prints Included | Rate for B&W Overages | Color Copies/Prints Included | Rate for Color Overages |
|----------|-----------|--------------------------------------|-----------------------|------------------------------|-------------------------|
| | | | <u>.008</u> | | <u>.06</u> |
| | | | | | |

These agreements cover all parts, labor, consumable supplies (except paper and staples). Including black toner and color toner, developer, drums, and fuser rollers. *Sufficient black and color toner and wide format paper (if included) will be furnished to supply normal copy yields as suggested by the manufacturer. Additional toner, rolled paper, requirements will be charged separately.*

SPECIAL CONDITIONS: ALL DIGITAL NETWORK PMA'S MUST BE ACCOMPANIED BY A COMPLETE CONNECTIVITY AGREEMENT

Billing Cycle (Check one) ☐ Annual In Advance ☐ Semi-Annual In Advance, excess billed next contract ☐ Quarterly In Advance, excess billed next contract ☐ Monthly Usage, Min. # of copies/mo. ☐ Extended Period _____

Commencement Date: _____

Customer Acceptance:

Network Maintenance: ☐ Yes \$20/mos.☒ No

Network Maintenance covers phone support and network onsite support on the equipment listed above. (Reinstall Drivers, Troubleshoot scan problems, etc) This does not include support network problems. If the problem resides on your network the normal network charges will apply.

Customer signature

Printed Name/Title

Date

Subject to the terms and conditions on the reverse side of this certificate

Preferred Copier Systems, Inc. Acceptance

Accepted by Preferred Copier Systems, Inc.

Date



Maintenance, Scope of Work & Software Support Agreement Provisions

This Maintenance Agreement ("Agreement") shall become effective upon the date of acceptance specified on the face hereof by Preferred Copier Systems, Inc. ("PCS").

1. TERMS

This Agreement shall become effective upon receipt by PCS, of payment of the total charges. If more than ten days pass between the begin date of this Agreement and receipt of payment, then this Agreement will become null and void and any services rendered during that period will be charged separately. The customer may not reassign this Agreement.

2. PURPOSE

This Agreement covers the cost for adjustment, repairs and replacement of parts necessitated by normal use of the equipment and as specifically provided. Repair and/or Replacement Parts – parts necessary to the operation of the equipment will be provided, with the exception of receiving trays, panels, key counters, coin counters, paper, and staples. Toner provided for the agreed copy amount will be based on the manufacturing yields. Additional toner will be charged to the customer at PCS's then published pricing. Customer agrees to pay all toner freight charges.

3. MAINTENANCE/LIABILITY

Execution of a Maintenance Agreement service call will be made during normal business hours and on the equipment and installation specified on this Agreement. Work requested to be done outside of PCS's normal working hours will be billed at the current after hours rate. Fax boards, print controllers, and scanner boards have a 90 days warranty. The customer shall bear all risk of loss to the equipment or loss arising out of its use; PCS shall not be liable for any incidental or consequential damage from any cause whatsoever. Neither shall PCS be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly. Damage or losses resulting from accident, misuse, neglect, vandalism, or other events such as fire, theft, water damage, lightning, electrical power failure, or for any other cause external to the machine are not covered. The use of unauthorized parts, components, modifications, or personnel to effect repairs or changes will cause this Agreement to be null and void.

4. SHOP RECONDITIONING

When in PCS's opinion, shop reconditioning or work beyond the scope of this Agreement is required; PCS will submit a cost estimate for such work. If the customer authorizes such work, the customer will be billed for that work.

5. SUPPLIES

The equipment under this Agreement will give excellent performance with supplies that have been proven and tested by PCS. If Maintenance Agreement customers use supplies other than those provided by PCS, and if such supplies result in service calls or are clearly not compatible with the equipment, then the coverage under this Agreement may not apply, and you may be charged for all parts and labor needed.

6. RELOCATION

This Agreement is assigned to the equipment at the location specified and is transferable only if the equipment should be relocated to another area within the same service zone (service zone map by request). However, any cost that may be involved in the relocation of the equipment specified is not covered by this Agreement. Any damage caused by a non(PCS) employee will be chargeable. If the equipment specified is sold to another individual or business this maintenance contract becomes null and void.

7. Cancellations/Renewals

The term of this agreement is five years. Contract pricing is guaranteed for the first 12-month period. After this period, pricing is subject to change without notice due to cost increases incurred by Preferred Copier Systems, Inc. or other influences. Preferred Copier Systems, Inc. agrees not to increase the cost per copy rate by more than 10% per year during the 60-month term of this agreement. The maintenance may be billed monthly, quarterly, semi-annual or annually. Billing options do not alter the 60-month term of this contract. This agreement may be canceled at any time after one year provided that the cancellation penalty is paid. The penalty for early cancellation of this agreement is determined by taking the total number of copies run during the previous twelve (12) month period, multiplied by the current cost per copy rate. In the event of early cancellation, all money is due and payable within 30 days of the time of written or verbal cancellation.

8. PRE INSPECTION

The equipment for which this Agreement is intended is subject to an inspection prior to becoming effective. If maintenance or service is required to bring the equipment up to serviceable standards then additional charges will be made based on the parts and labor necessary to render the equipment serviceable.

9. TRAINING

To insure proper operation, PCS will provide training on the use and care of equipment. If personnel changes require additional training at a later date, the PCS will provide that training at no cost to the customer. It is, however, the customer's responsibility to insure that PCS is properly notified of the training requirement because any service calls resulting from misuse of the machine by untrained personnel will be charged separately.

10. MAINTENANCE FEES

The Base rate is the monthly fee charged under the terms of this Agreement. The customer agrees to pay a total sum equal to the Base Rate times the Agreement term. The customer may not cancel this Agreement. In the event of default by customer, PCS may accelerate the payment due under the terms of this Agreement and/or exercise any other rights granted by law.

11. LATE FEES

If any part of a payment is not paid when due, the customer agrees to pay a late charge of 1.5% per month on the unpaid balance. The customer also agrees to pay a \$25.00 fee for each check returned for insufficient funds and a \$5.00 processing fee for billings other than those paid annually. Washington law shall govern this Agreement. In the event buyer defaults in payment the buyer remains liable for this debt and any legal fees or other costs incurred in any action to collect this debt. Venue shall be in King County, Washington.

12. AMENDMENTS

Verbal Agreements are not part of this Agreement. No one is authorized to change, alter, or amend the terms or conditions of this Agreement unless agreed in writing by an officer of PCS and the customer.

13. ELECTRIC SERVICE

Customer agrees to provide suitable electric service for the operation of the equipment. A surge suppressor is required for mid to high volume equipment; some models may require a dedicated power line. In the event a problem occurs due to inadequate electric service, charges for service will be billed until the problem is corrected.

14. ENVIRONMENTAL CONDITIONS

It is expected that this equipment be placed in a clean and proper operating environment as stated in your operators' manual.

15. SPECIAL CONDITIONS

This Agreement does not include toner, developer, and consumables for color laser printer or toner and drums for fax equipment, unless specified in Special Condition box on front of Agreement.

SCOPE OF WORK/SOFTWARE SUPPORT

1. CABLING/WIRING

Customer must provide an active network data wall jack (RJ45) within 6 feet of machine. A separate fax line (RJ11) must be supplied if a fax feature is installed on the equipment. Cabling requirements above and beyond the standard installation are provided at the standard chargeable hourly service rate.

2. SOFTWARE LICENSING

All software installed at the customer's location is governed by its original licensing Agreement and shall be the customer's responsibility to maintain.

3. MOVES/CHANGES/ALTERATIONS/UPGRADES

If the customer changes the operating environment, including but not limited to, changing operating systems, network software, hardware and software upgrades, software application changes, etc. to such a degree that further software installations or modifications are required, such installations or modifications shall be billable at PCS, Inc. then current software support labor rate. This includes driver and software installations, troubleshooting assistance, copier system software updates required due to customer network changes or upgrades.

4. LOSS OF DATA

The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any lost data. PCS, Inc. cannot be held responsible for any loss of data.

5. COLOR CALIBRATION

For color systems, color calibration from the customer's computer is not covered under this Agreement. Calibration shall be billed at the then current software support labor rate.

6. PHONE SUPPORT

There is no charge for phone support for customers who have a network service Agreement. Phone support must pertain directly to the functions of PCS installed equipment. For customers with no network service agreement, they shall be billed the then current software support labor rate.

7. ADDITIONAL SOFTWARE INSTALLATIONS

PCS will provide installation support for the existing network configuration and the necessary software drivers to successfully complete the installation as defined by the manufacturer only. It is highly recommended that the customer install all software onto their network using their own IT staff, or hired consultant. PCS personnel can perform the software installation provided the customer agrees to and signs the *Software Release section. Additional installations are the responsibility of the customer. Additional installations by PCS, Inc. shall be billed at the then current software support labor rate.

8. CHARGEABLE CALLS

All service calls made for issues not covered under this Agreement shall be billable at the then current labor rate.

9. NETWORK CONTRACTS

Network support contracts are available. Contact your Customer Service Representative for information.

INITIALS: _____ DATE: _____



Business of the City Council
City of Gig Harbor, WA

Subject: 50th Street Frontage Improvements
Consultant Services Contract

Proposed Council Action: Authorize the
Consultant Services Contract with Hough
Beck & Baird Inc. for the completion of final
plans, specifications, estimate and formal
bid documents for the Westside Park's/50th
Street Frontage Design Improvement Project.

Dept. Origin: Community Development Dept.

Prepared by: Stephen Misiurak, P.E.
City Engineer

For Agenda of: June 11, 2007

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RSK 6/7/07

Approved as to form by City Atty: DR 6/7/07

Approved by Finance Director: DR 6/7/07

Approved by Department Head: _____

| Expenditure | Amount | Appropriation |
|----------------------|------------------------|---------------|
| Required \$64,528.00 | Budgeted \$ 200,000.00 | Required 0 |

INFORMATION / BACKGROUND

This contract with Hough Beck & Baird Inc. will include the preparation and completion of final plans, specifications, engineer's estimate and formal bid documents for the Westside Park/ 50th Street Design Improvement Project.

FISCAL CONSIDERATION

Sufficient funds exist within the Street Operating Fund for this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the contract with Hough Beck & Baird Inc. in the amount of Sixty Four Thousand Five Hundred Twenty-Eight Dollars and No Cents (\$64,528.00) for the completion of final plans, specifications, estimate and formal bid documents for the Westside Park/50th Street Design Improvement Project.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HOUGH BECK AND BAIRD INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Hough Beck and Baird Inc., a corporation organized under the laws of the State of Washington, located and doing business at 215 Westlake Avenue North, Seattle, Washington 98109-5217 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Westside Park/50th Street Design and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 6, 2007, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixty Four Thousand Five Hundred Twenty-Eight Dollars (\$64,528.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing rates shall be as described in **Exhibit A and B**. The Consultant shall not bill at rates in excess of the rates shown in **Exhibits A and B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by October 30, 2007, provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done

at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Colie Hough Beck
Hough Beck and Baird Inc.
215 Westlake Avenue North
Seattle, Washington 98109-5217

CITY OF GIG HARBOR
Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street

(206) 682-3051

Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification


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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this
_____ day of June 2007.

CONSULTANT

By: 
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
Colie Hough Beck
Hough Beck and Baird Inc.
215 Westlake Avenue North

CITY OF GIG HARBOR
Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor

Seattle, Washington 98109-5217
(206) 682-3051

3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires:_____



Hough Beck & Baird Inc.
215 Westlake Avenue North
Seattle, WA 98109-5217

206.682.3051 Phone
206.682.3245 Fax
www.houghbeckandbaird.com

Seattle | Boise

| | | | |
|--------------|--|--------------|---------------------|
| Date | 6-6-07 | Requested by | Steve Misiurak P.E. |
| Project No. | HBB 2006-41 | Client | City of Gig Harbor |
| Project Name | Westside Park/50 th Street Design | | |

Description of Additional Services

TASK 1: 50TH STREET PLANS, SPECIFICATIONS AND ESTIMATE

1.0 Design Task Project Management

2.0 Final Plans, Specifications and Estimate

- Topographic Survey, Geo-technical Services and Base Map Preparation
- Detailed Construction Drawings
- Contract Specifications
- Engineers Opinion of Probable Cost

Deliverables: Detailed Plans for Construction of 50th Street on Mylar
Contract Specifications
Engineers Opinion of Probable Cost

3.0 Public Meetings

- Public Meeting (Outreach Information Workshop)
- Community Development Committee

Deliverables: Written Summary of Meeting Comments
Meeting Exhibits

Assumptions:

1. Does not include bid and construction administration services.
2. City to print final plans and specifications for distribution during bid phase.
3. City to manage bid advertisement.
4. City to provide Division One specifications.
5. Landscape includes lawn, trees and irrigation

Attachments: Exhibit A Scope of Services
HBB spreadsheet with tasks and rates
HDR spreadsheet with tasks and rates

Contract Agreement

Additional Services Fee

Summary of Additional Services Fee:

| | |
|---------------------------------------|----------------------|
| HBB | \$ 11,515.00 |
| HDR | \$ 48,013.00 |
| Design Contingency | \$ 5,000.00 |
| Total Additional Services Fee: | \$ 64,528.00 |
| Original Contract Amount:: | \$ 40,256.00 |
| New Total Contract Amount | \$ 104,784.00 |

Contract Completion Date to September 30, 2007

The above request for services as described in the project scope document agreement dated June 6, 2007. If you have any questions or need clarification regarding the above requested additional services, please call. Thank you.

Approved By:

Client's Authorized Signature

Title

Date

Project Name: Westside Park 50th Street Design
 Client Name: Steve Misiurak P.E.
 City of Gig Harbor
 Client No.
 Project No.

HBB Tasks and Rates

Prepared by: C Hough-Beck
 Date: 5/21/2007
 Checked by: J Yong
 Date: 5/21/2007

| TASK NO. | TASK | TOTAL HOURS/ DOLLARS PER TASK | Total Hours per Task | FLB QAQC \$134.00 | CHB Principal \$134.00 | JH LAPM \$117.00 | RL Design \$102.00 | AL Tech CADD \$88.00 | LM Clerical \$58.00 |
|----------|-------------------------------------|-------------------------------------|-------------------------|-------------------------|------------------------------|------------------------|--------------------------|-------------------------------|---------------------------|
| 1.00 | Project Management and Coordination | 10 | 10 | | 2 | 8 | | | |
| | | \$1,204.00 | | | \$268.00 | \$936.00 | | | |
| 2.00 | PS&E | 73 | 7 | | | | | | |
| | 2.1 Basemap Preparation | | 34 | 2 | 2 | 1 | 2 | 4 | |
| | 2.2 Detailed Construction Drawings | | 9 | | 1 | 6 | 8 | 16 | |
| | 2.3 Specifications | | 15 | | 1 | 4 | 2 | 2 | |
| | 2.4 Estimate of Cost | | 8 | | 1 | 2 | 4 | 8 | |
| | 2.5 Staff and Project Meetings | | | | | 8 | | | |
| | | \$7,445.00 | | \$268.00 | \$536.00 | \$2,457.00 | \$1,428.00 | \$2,640.00 | \$116.00 |
| 3.00 | Public Meetings | 22 | 11 | | | | | | |
| | 3.1 Public Outreach Meeting | | 11 | | 1 | 6 | | 4 | |
| | 3.2 Community Development Committee | | | | 1 | 6 | | 4 | |
| | | \$2,376.00 | | | \$268.00 | \$1,404.00 | | \$704.00 | |
| | | | | | | | | | |
| | TOTALS | | 105 | 2 | 8 | 41 | 14 | 38 | |
| | | | \$11,025.00 | \$268.00 | \$1,072.00 | \$4,797.00 | \$1,428.00 | \$3,344.00 | \$116.00 |

OUTSIDE REIMBURSABLES

Mileage / Vehicle (\$0.445/mile)

Reproduction

HBB Total = \$11,515.00

Reimbursable Subtotal:



EXHIBIT A SCOPE OF SERVICES

Westside Park/50th Street Design

- Plans, Specifications and Estimate
- Public Information and Outreach

Prepared By:

HDR Engineering, Inc.
626 Columbia Street NW, Suite 2A
Olympia, Washington 98501-9000

Exhibit A

Scope of Services

50th Street Design PLANS, SPECIFICATIONS, AND ESTIMATE PUBLIC OUTREACH AND INFORMATION

I. Introduction

The City of Gig Harbor (OWNER) has requested that HBB Landscape Architects and HDR Engineering (CONSULTANT) prepare a scope and fee for the preparation of plans, specifications, and engineer's estimate for the construction of approximately 1500 Linear Feet of new 50th Street extension from the existing pavement on 50th Street to a proposed intersection with 38th Avenue.

During the terms of this contract, HBB Landscape Architects and HDR Engineering, Inc, (CONSULTANT) in conjunction with the City of Gig Harbor, (OWNER) shall perform services for the OWNER to develop Plans, Specifications, and an Engineer's Estimate (PS&E) for construction of roadway(s) associated with the construction of 50th Street. Work items include:

- Construction Documents
- Utility Coordination
- Plans, Specifications, and Estimate (PS&E)
- Landscape Architecture
- Public Information and Outreach

The work will include the development of Final Plans, Specifications (Contract Provisions), and Estimate (PS&E) for construction of approximately 1500 Linear Feet of 50th Street across the West Side Park frontage to the intersection of 38th Avenue.

CONSULTANT's work is expected to start in June 2007, and be completed by August, 2007. The CONSULTANT will perform the work tasks listed in Section III for the Westside Park Amendment.

II. Design Criteria

The OWNER will designate the basic premises and criteria for PS&E development. Contract documents and plans, to the extent feasible, shall be developed in accordance with the latest edition and amendments as of the date of the signing of this AGREEMENT of the following documents. Changes in any design standards or requirements after work has begun may result in Extra Work.

Measurements will be in English units.

City of Gig Harbor
Westside Park 50th Street Design
PS&E

Drafting Standard: APWA / City of Gig Harbor

Datum(s)

Horizontal: Washington State Plane Coordinate System, South Zone

Vertical: NAVD 1988

City of Gig Harbor Publications:

- Current Public Works Standards.
- City of Gig Harbor Storm Water Design Manual

*(*City of Gig Harbor standards will supersede any other standards identified below.)*

WSDOT Publications:

- Standard Specifications for Road, Bridge and Municipal Construction, English edition (2006) (M41-10)
- Standard Plans for Road, Bridge and Municipal Construction, English edition (M21-01)
- Design Manual, (M22-01)
- Plans Preparation Manual, (M22-31)
- Amendments and General Special Provisions
- Standard Item Table
- Traffic Manual, (M51-02)
- Local CITY Guidelines, (M36-63(PA))

American Association of State Highway and Transportation Officials (AASHTO) Publications:

- A Policy on Geometric Design of Highways and Street, (2004 - 'Green Book')
- Guide for the Design of High Occupancy Vehicles and Public Transfer Facilities, (1983)
- A Guide for Highway Landscape and Environmental Design, (1970)
- Highway Design and Operational Practices Related to Highway Safety, (1974 - 'Yellow Book')

U.S. Department of Transportation (USDOT) Publications:

- Manual of Uniform Traffic Control Devices for Streets and Highways
- Highway Capacity Manual, Special Report 209

Other Publications/Design Guides:

- National Electrical Code
- Standards of the American Waterworks Association

City of Gig Harbor
Westside Park 50th Street Design
PS&E

- Book of American Society for Testing and Materials Standards
- American Public Works Association standards
- Americans With Disabilities Act (ADA)
- Traffic Calming Design Manual (ITE and MUTCD, WSDOT)

III. Detailed Scope of Services

A. Project Management

Task 1 Project Management/CONSULTANT Coordination

In this task are described those services necessary to plan, perform, and control the various elements of the project so that the needs and expectations of the OWNER and other project stakeholders shall be met or exceeded.

Assumption. The CONSULTANT's project manager shall meet with the OWNER on a monthly basis throughout the project. Estimated project duration is 3 months.

The CONSULTANT shall submit monthly invoices with a written summary of project progress to-date and activities expected for the next month.

Task 1.1 Project Reporting/Project Management

Administer the project and coordinate with the OWNER to facilitate efficient progress and timely completion. Elements of work included in this task include:

- Development and Updating of Project Schedule
 - Project schedules and updates will be provided in an MS Project 2006 format
- Evaluate and Monitor Project Budget
- Develop Project Guide
- Establish Communication Plan
- Develop and Monitor Quality Management Plan

Task 1.2 Meetings

In addition to attending specific meetings as described in other tasks, the CONSULTANT project manager shall attend the following meetings:

| Meetings | Purpose(Frequency) | Preparation/Documentation |
|--------------------------|--|--|
| OWNER Project Manager | Coordination meetings to discuss progress, action items, budget, schedule, upcoming issues (monthly) | Prepare agenda. Meeting minutes summarizing action items, decisions made and strategies |
| Core CONSULTANT | Coordinate team's progress/effort, status (bi-weekly) | Prepare agenda. Summary of decisions made and assigned action items |

Assumptions:

- Monthly Meetings (1 per month for 3 months)

Deliverables

- Monthly Progress Report, (1 copy)
- Meeting Minutes, (1 copy each meeting)
- Project Schedule, (1 copy each update)

Task 1.3 Project Schedule

Develop a project schedule using Microsoft Project and update as necessary.

Task 2 Final Plans, Specifications, and Estimate

The CONSULTANT shall prepare detailed final plans (Construction Drawings), specifications (Contract Provisions), and Estimate (Opinions of Probable Construction Costs) for the project (OWNER). Final Plans, Specifications, and Estimates shall be provided to the OWNER at the 30%, 60%, 90%, and 100% stage of development for submittal to the City of Gig Harbor for review and comments. The CONSULTANT will provide response to City staff comments generated from each review process.

Task 2.1 Topographic Survey

The Consultant shall provide the Owner with all topographic survey, base maps, and other available support data for use in the CONSULTANT(s) development of plans. The CONSULTANT assumes that the following information will be provided as part of the topographic survey and be incorporated on the base map(s).

- **Topographic Survey**

- Includes: Horizontal and vertical control surveying to adequately control the topographic mapping. The mapping will be completed on Washington State Plane Coordinate System, South Zone and NAVD 1988 vertical datum.
- ROW limits and adjacent parcel boundaries.
- Surface grades, pavement edges, utility poles, hydrants, valves, manholes, storm drains, culverts, mailboxes, signs, fences, significant landscaping, wetland and environmentally sensitive areas, etc... in sufficient detail to support design/PS&E development. Contours will be depicted at one one-foot intervals.
- Includes: water, natural gas, telephone, fiber optics, cable television, electrical, storm drainage, and sanitary sewers. Base maps shall be prepared in accordance with applicable sections of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" and the prevailing standard of care.

- Utility Records Research - Record Drawings of all utilities known to reside within project limits.
- Potholing information of existing buried utilities within project limits.

**Consultant is responsible for coordinating utility locates with the project limits.*

**Potholing of existing utilities to resolve potential utility conflicts and clarify existing utility location will be considered extra work.*

**The proposed survey limits are assumed to be from the intersection of 38th and 50th Street to the east property line of the west side park.*

- **Base Map**

Base maps shall be provided in ACAD 2005 format, scaled at 1"=20' horizontal, showing all features outlined above. Maps will show contours at 2-foot intervals, spot elevations on existing roadway areas, and critical driveway areas, as necessary to support the design/PS&E development of project.

- **Support Data**

Support data shall include the following:

- Final Geotechnical Report
 - Recommendations for cut and fill slopes
 - Geotechnical recommendations for detention ponds, including slope configuration and slope stability, soil type, compaction criteria, and pond bottom liner recommendations if needed.
 - Recommendations for temporary and/or permanent erosion and sedimentation control measures.
- Roadway Pavement Design/Surfacing Depth Recommendations for use in roadway construction.
- Approved Plans regarding the frontage improvements required of the property adjacent to the project site. (Electronic and Hard Copies)

Task 2.2 Detailed Construction Drawings

Assumption: Prepare detailed construction drawings, including plan views, profiles, cross-sections, and details. To develop a basis for work hour estimate, an estimate of the contract plans that are assumed to be required for the project is indicated below. The project limits are approximated to be 1500 Linear Feet of new 50th Street extension from the existing pavement on 50th west to 38th Avenue.

CONSULTANT shall develop plans in accordance with the requirements set forth in the City of Gig Harbor Public Works Standards and WSDOT Plans Preparation Manual.

Plan Sheets shall be Mylar and 22" x 34" in size for full size plans, and 11"x17" for half size plans. All plans shall be developed using a scale of 1"=20' (full size), unless otherwise noted in the following sequence of plan submittal:

To develop a basis for work hour estimate, an estimate of the contract plans that area assumed to be required for the project is indicated below:

Title and Index (1 Sheet)

Legend, Abbreviations (1 Sheet)

Roadway Section Sheets (1 Sheet)

Miscellaneous Details Sheets (2 Sheets)

Plan/Profile Sheets (4 Sheets ~ 1" = 20')

Removal and Relocation Sheets (2 Sheets)

TESC Sheets (2 sheets)

Channelization and Signing Sheets (2 Sheets)

Landscape Plans and details (3 Sheets)

*Assumes a total of 18 Sheets with

*Assumes that storm drainage will be depicted on the plan and profile sheets.

Task 2.3 Specifications (Contract Provisions)

Specifications (Contract Provisions) shall be developed using the City of Gig Harbor(s) "Boiler Plate" contract provisions. These provisions will be supplemented as necessary with project specific information, and include the deletion of unnecessary special provisions. It is assumed that the CONSULTANT will complete Divisions 2 through 8 in accordance with the 2006 WSDOT Standard Specifications and that the City of Gig Harbor will assemble the bid proposal and project bid package.

Task 2.4 Estimate (Opinion of Probable Construction Costs)

The estimate (Opinion of Probable Construction Costs) will include Specifications (Contract Provisions) shall be developed using the City of Gig Harbor(s) "front end" contract provisions. These provisions will be supplemented as necessary with project specific information, and include the deletion of unnecessary special provisions. It is assumed that the CONSULTANT will complete Divisions 1 through 8, and the bid proposal for the bid package for this project.

Task 2.4.1 Biddable Items List

CONSULTANT shall determine all appropriate biddable items for construction of the roadway using WSDOT(s) standard items table. The CONSULTANT shall develop a list of all applicable items.

Task 2.4.2 Quantity Calculations

CONSULTANT shall quantify all biddable items and provide backup calculations using the measurement requirements outlined in the WSDOT Standard Specifications.

Task 2.4.3 Unit Bid Price

CONSULTANT shall determine unit bid price for all biddable items using WSDOT(s) historical bid tab data for the region in which the project resides along with the most recent City bid tabulation data.

Task 2.4.4 Engineers Estimate

CONSULTANT shall provide an itemized cost breakdown of all items used for completion of the engineer's estimate for construction of the roadway associated with the project.

Deliverables:

- Detailed plans for construction
- Specifications (Contract Provisions)
- Engineer's Estimate
 - Includes, itemization of all biddable items, unit of measurement, quantity, unit bid price, total cost of bid item, and final cost of project.
 - Quantity takeoff Calculation backup data of all biddable items

TASK 3 Public Meetings

Assumptions

- The City will be responsible for the printing, postage and mailing of information to the community.
- The City will provide the meeting location(s).
- Two (2) public meetings have been assumed as part of the project. Additional meetings not specifically described will be considered as extra work.
- Website and media announcements will be the responsibility of the city.
- Presentation materials and exhibits will be the products generated within the scope of services for the 30% and 60% submittals.

Task 3.1 *Public Outreach Information Workshop*

CONSULTANT(s) core team members will attend one (1) public outreach and information workshop with City staff. Consultant team shall be responsible for preparation of all presentation and exhibits necessary for the workshop. CONSULTANT will prepare a comment form for the workshop participants to provide input during the workshop. CONSULTANT will prepare a written summary of the workshop.

Deliverables:

- Written summary of meeting comments
- Meeting exhibits

Task 3.2 *Project Presentation to Community Development Committee*

CONSULTANT core team members will conduct a project presentation to the Gig Harbor Community Development Committee with City staff. CONSULTANT shall be responsible for preparation of presentation materials and exhibits necessary for the presentation and City council packets.

Deliverables:

- Written summary of meeting comments
- Meeting exhibits

IV DOCUMENTS FURNISHED BY CONSULTANT TO OWNER

The following documents for the work covered by this SCOPE OF SERVICES shall be furnished by CONSULTANT to OWNER upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format shall be without liability or legal exposure to CONSULTANT; OWNER shall assume all risks associated with such use, modifications, or conversions. CONSULTANT may remove from the electronic Documents delivered to OWNER all references to CONSULTANT(s) involvement and will retain a tangible copy of the Documents delivered to OWNER which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only—CONSULTANT is not required to maintain electronic files beyond 90 days after project final billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

- Final Plans
- Specifications (Contract Provisions)
- Engineers Estimate (Opinion of Probable Construction Costs)
 - Backup calculation for deriving total quantity of all biddable items

V. Items and Services to be Furnished by OWNER to CONSULTANT

OWNER will provide all supporting information identified in TASK 2 of this Scope of Services. The OWNER shall also provide additional supporting information not identified in this Scope of Services if deemed necessary by the CONSULTANT for completing all tasks identify in these Scope of Services.

VI. Extra Work

All work not described under Section III above, will be considered Extra Work.

EXHIBIT B**RATE SCHEDULE**

| Position Classification | | Fully Burdened Rates | |
|------------------------------------|------------|-----------------------------|----------------|
| | | Minimum | Maximum |
| Project | Principal | \$170.00 | \$240.00 |
| Sr Project | Manager | \$140.00 | \$210.00 |
| Sr Project | Engineer | \$100.00 | \$150.00 |
| Project | Engineer | \$80.00 | \$110.00 |
| Traffic | Engineer | \$90.00 | \$130.00 |
| Sr. Drainage | Engineer | \$100.00 | \$150.00 |
| Drainage | Engineer | \$80.00 | \$120.00 |
| Env | Scientist | \$80.00 | \$110.00 |
| Sr CADD | Tech | \$70.00 | \$110.00 |
| CADD | Tech | \$60.00 | \$90.00 |
| Project | Assistant | \$60.00 | \$90.00 |
| Project | Controller | \$60.00 | \$90.00 |

Client: City of Gig Harbor / Steve Misiurak
 Project Name: Westside Park/50th Street Design

Prepared by: GBG
 Created: 6/5/2007
 Revised: NA
 Reviewed by: MJB

| Description | Total Hours for Task | TOTAL HOURS/ DOLLARS | Project Principal | Sr Project Manager | Sr Project Planner | Project Planner | Project Manager | Project Engineer | Design Engineer | Project Engineer | Sr CADD Tech | CADD Tech | Project Assistant | Project Controller |
|---|----------------------|----------------------------|----------------------|-----------------------|-----------------------|--------------------|--------------------|---------------------|--------------------|---------------------|-----------------|--------------|----------------------|-----------------------|
| Project Name or Task Name | 314 hours | | | | | | | | | | | | | |
| 1.00 Project Management | 38 hours | | | | | | | | | | | | | |
| Project Initiation, Management Review, etc. | | 4 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Project Guide | | 2 | | | | | 2 | | | | | | | |
| Invoicing and Processing | Invoices 5 | 18 | | | | | 6 | | | | | | | 12 |
| Project Status Meetings | meetings 4 | 12 | | | | | 12 | | | | | | | |
| Project Closeout | | 2 | | | | | 2 | | | | | | | |
| 2.00 PSE | 224 hours | | | | | | | | | | | | | |
| 2.1 Basemap preparation | Base Map | 36 | | | | | | 4 | 8 | | | 24 | | |
| 2.2 Detailed construction drawings | plan set | 140 | 4 | | | | | 32 | 48 | | | 56 | | |
| 2.3 Specifications | | 32 | | | | | | 12 | 20 | | | | | |
| 2.4 Estimate of probable cost | engineers est. | 16 | | | | | | 4 | 12 | | | | | |
| | | 0 | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | |
| 3.00 Public Meeting | 32 hours | | | | | | | | | | | | | |
| 3.1 Public Meeting | | 16 | 4 | | | | 8 | | 4 | | | | | |
| 3.2 Community Developemnt Committee Meeting | | 16 | 4 | | | | 8 | | 4 | | | | | |
| | | 0 | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | |
| 4.00 QAQC | 20 hours | | | | | | | | | | | | | |
| | | 8 | | 8 | | | | | | | | | | |
| | | 8 | | 8 | | | | | | | | | | |
| | | 4 | | 4 | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | |
| QA/QC Review | | 0 | | | | | | | | | | | | |
| Subtotal HDR Labor Hours | | 314 | 12 | 20 | 0 | 0 | 42 | 52 | 96 | 0 | 0 | 80 | 0 | 12 |
| Total Labor Costs, Allocated Overhead Costs and Fees | | \$31,985 | | | | | | | | | | | | |
| Total Direct Expenses | | \$2,627 | | | | | | | | | | | | |
| Total Subconsultant Expenses and/or Other Services | | \$13,400 | | | | | | | | | | | | |
| Total Anticipated Contract Amount | | \$48,013 | | | | | | | | | | | | |

Business of the City Council
City of Gig Harbor, WA

Subject: Consultant Services Contract

Proposed Council Action: Authorize the Consultant Services Contract for HDR Engineering, Inc. for the technical review and development of grant materials regarding the restoration of Donkey Creek and adjacent estuary.

Dept. Origin: Community Development Dept.

Prepared by: Stephen Misiurak, P.E.
City Engineer

For Agenda of: June 11, 2007

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

PK 6/7/07

PK 6/7/07

| | | |
|---------------------|----------------------|---------------|
| Expenditure | Amount | Appropriation |
| Required \$8,000.00 | Budgeted \$50,000.00 | Required \$0 |

INFORMATION / BACKGROUND

This contract provides for the On Call technical review and development of grant application material associated with the Donkey Creek Estuary Restoration Project. At this time, technical assistance is essential to providing a comprehensive and complete grant application package. Currently the City is and will be submitting the following grant applications for this project. They include Puget Sound Nearshore Partnership Grant, West Sound Watersheds 3-Year Work Program, Federal Earmark Request for Donkey Creek, and Salmon Habitat Recovery Funding (SRFB). In-house staff will prepare grant applications and utilize the services of HDR for the federal data required by many of the grants. The City will be utilizing the services of HDR/Fish Pro, a regionally and nationally recognized leader in fisheries design, permitting and natural resources enhancements and recovery efforts. Preparation of the History Museum easement is also included within this scope of services.

FISCAL CONSIDERATION

This is a line item in the Parks Capital Expenditures.

BOARD OR COMMITTEE RECOMMENDATION

The Public Works Committee discussed this several months ago, and considered whether the grant application process could all be completed in-house. However, we recommend the use of HDR/Fish Pro services because they have the technical and specialized expertise associated with these type of grants. Also the City has a very good chance of obtaining this Salmon Recovery Fund Grant, as the project will enhance fish passage within this area.

RECOMMENDATION / MOTION

Move to: Authorize the Consultant Services Contract for HDR Engineering, Inc. for the technical assistance and development of grant materials regarding the restoration of Donkey Creek and adjacent estuary along with the preparation of the History Museum easement.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3780 SE Mile Hill Drive, Port Orchard, Washington 98366 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the technical review and development of grant materials regarding the restoration of Donkey Creek and adjacent estuary and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 31, 2007 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope and Cost Estimate**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eight thousand dollars and no cents (\$8,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2007; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as

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

VI. Discrimination

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

VII. Indemnification

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

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

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

INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by

the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Ed Donahue, P.E.
HDR Engineering, Inc.
3780 SE Mile Hill Drive
Port Orchard, Washington 98366
(360) 871-2727

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT

By:

Its Principal

Notices to be sent to:

CONSULTANT

Jason Hill, P.E.

HDR Engineering, Inc.

~~8720 Mile Hill Drive~~ 3780 SE Mile Hill Dr.

Port Orchard, Washington 98366

(360) 871-2727 ext. 12

CITY OF GIG HARBOR

By:

Mayor

Stephen Misiurak, P.E.

City Engineer

City of Gig Harbor

3510 Grandview Street

Gig Harbor, Washington 98335

(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

_____ of _____ Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

May 31, 2007

Mr. Stephen T. Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

**Subject: Exhibit A
Scope and Cost estimate for technical review and assistance regarding
the restoration of Donkey Creek and Estuary.**

Dear Mr. Misiurak:

This letter outlines our commitment to assist the City of Gig Harbor in the technical review and development of grant materials regarding the restoration of Donkey Creek and adjacent estuary.

HDR /FishPro (HDR) is a long established local engineering and environmental firm with staff that live and work on the Peninsula. The restoration of this local resource provides a rare opportunity to make a difference in our home community.

PART 1.0 PROJECT DESCRIPTION:

Our direction will be to provide review services for the development of grant opportunities as well as develop conceptual sketches for the proposed restoration of Donkey Creek and estuary to Gig Harbor Bay.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

TASK 1: Proposed Plan and Cross Section of Donkey Creek and estuary.

Our project team will prepare conceptual sketches, plan and section of estuary and Donkey Creek.

TASK 2: Continued grant review support

Our project team will review grants prepared by the City with regard to but not limited to engineering/biological/environmental criteria etc.

Our project team will obtain grants in Word format from the City of Gig Harbor and will utilize track changes to expedite the review process.

TASK 3: Research into additional grant opportunities

Our project team will search for additional grant opportunities related to restoration of Donkey Creek and estuary.

PART 3.0 OWNER'S RESPONSIBILITIES:

The City of Gig Harbor will provide HDR Total SF of the future conservation easement for Donkey Creek, GIS based data (orthographic images and contour info) in an electronic format, and Confirmation of the 100 year flood plain elevation(s) in and around the Donkey Creek stream channel and estuary.

PART 4.0 PAYMENTS TO CONSULTANT:

The City of Gig Harbor shall pay HDR an amount based on time and materials, at the rates shown in the attached fee schedule not to exceed \$8,000.00 (Eight thousand dollars and no cents) for the services described in Parts 1.0, 2.0, and 3.0 herein. This is the maximum amount to be paid under this Agreement for the work described in Parts 1.0, 2.0, 3.0 and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Part 4.0 herein before reaching the maximum amount.

We appreciate the opportunity to submit to you this scope of work. Should you have any questions or need additional information, please do not hesitate to contact us at your earliest convenience.

Sincerely,

Jason Hill, P.E.
Project Manager

Gus Brandon Garcia
Project Designer

HDR Engineering, Inc.
Exhibit B Estimate of Professional Services

| | | | |
|---------------|---|----------------------------|----------------------|
| Client: | City of Gig Harbor | Contact: | Steve Mislurak, P.E. |
| Address: | 3510 Grandview Street, City of Gig Harbor | Tel/Fax: | 253-851-6170 |
| Project Name: | Donkey Creek Restoration Project | Project Number: | |
| Date: | 6.4.07 | Project Manager: | |
| Services: | Type: | Activities: | |
| | | Engineering | Environmental |
| | | Planning/Feasibility Study | Design |
| | | Construction Observer | Permitting |
| | | Preliminary Design | |
| | | Environmental Study | |

Labor Costs

| Project Tasks | Sr Proj Mgr Principal | Sr Project Manager | Project Manager | Mech Engineer | Sr Civil Engineer | Civil Engineer | Project Controls | Water Resource Engineer | Engineer | Sr Fisheries Biologist/PMgr | Fisheries Scientist | Environmental Scientist | Sr Eng Tech | CAD Technician | Project Assistant | Word Processing | Subconsultant | Total Hours by Task | Total Costs by Task |
|--|-----------------------|--------------------|-----------------|---------------|-------------------|----------------|------------------|-------------------------|----------|-----------------------------|---------------------|-------------------------|-------------|----------------|-------------------|-----------------|---------------|---------------------|---------------------|
| | ED/KF | MM | JH | LP | MG | GG | MS | MG | EO | KU | BH | JD | RC/AB | TT | SJ | LB | | | |
| TASK 1 | | | | | | | | | | | | | | | | | | | |
| Proposed Plan and Cross Section of Donkey Creek and estuary. | | | 1 | | 2 | 8 | | | | | | | | | 1 | | | 12 | 1,299 |
| TASK 2 | | | | | | | | | | | | | | | | | | | |
| Continued grant review support | | | 4 | | 4 | 6 | | | | 20 | | | | | 1 | | | 35 | 4,326 |
| TASK 3 | | | | | | | | | | | | | | | | | | | |
| Proposed Plan and Cross Section of Donkey Creek and estuary. | | | 4 | | 4 | 4 | | | | 4 | | | | | 1 | | | 17 | 2,076 |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| Hours Subtotal | | | 9 | | 10 | 18 | | | | 24 | | | | | 3 | | | 64 | -- |
| Hourly Rate | 230 | 190 | 133 | 132 | 135 | 101 | 110 | 125 | 95 | 128 | 98 | 75 | 105 | 80 | 88 | 56 | | -- | -- |
| Labor Cost Subtotal | | | 1197 | | 1350 | 1818 | | | | 3072 | | | | | 264 | | | -- | 7,701 |

| Other Direct Costs | Quantity | Rate | Subtotal |
|---------------------|-----------|--------------|----------|
| Travel Expense | lump sum | 1 / lump sum | |
| Car Rental | days | / day | |
| Mileage | miles | 0.485 / mile | |
| Airfare | trips | / trip | |
| Lodging & Per Diem | days | / day | |
| Communications | months | / month | |
| Copies | 61 copies | 0.10 / copy | 6 |
| Plots | 10 plots | 3.00 / plot | 30 |
| Tech. Cost Recovery | 64 hrs | 4.10 / hr | 262 |
| Miscellaneous | lump sum | / lump sum | |

| | |
|---------------------------|----------------|
| Total Labor Cost | \$7,701 |
| Total Other Direct Costs | \$299 |
| Total Project Cost | \$8,000 |



**Business of the City Council
City of Gig Harbor, WA**

Subject: 2007 NPDES Permit Water Quality
Monitoring Program
Consultant Services Contract

Proposed Council Action: Authorize
Consultant Services Contract for
Cosmopolitan Engineering Group for the
2007 NPDES Permit Water Quality Monitoring
Program

Dept. Origin: Community Development Dept.

Prepared by: Stephen Misiurak, P.E. *SM*
City Engineer

For Agenda of: June 11, 2007

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *PK 6/7/07*

Approved as to form by City Atty: *PK 6/7/07*

Approved by Finance Director: *PK 6/7/07*

Approved by Department Head: _____

| Expenditure | Amount | Appropriation |
|----------------------|----------------------|---------------|
| Required \$33,608.00 | Budgeted \$40,000.00 | Required 0 |

INFORMATION / BACKGROUND

Consultant services are needed to satisfy the water quality monitoring requirements contained within the Department of Ecology (DOE) yearly water quality reporting program. Data gathered will be used to assess long-term water quality trends in Gig Harbor due to the City's effluent discharge. The sampling program will continue previous monitoring programs designed around critical conditions of algae blooms and include other sampling requirements. A final water quality report shall also be prepared and submitted to the DOE by the middle of February 2008.

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

FISCAL CONSIDERATION

This work was anticipated in the adopted 2007 Budget and is within the 2007 Sewer budgeted allocation of \$40,000, Objective Number 6.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Move to: Authorize Consultant Services Contract with Cosmopolitan Engineering Group for the 2007 NPDES Permit Water Quality Studies in the not to exceed amount of Thirty Three Thousand Six Hundred Eight Dollars (33,608.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 711 Pacific Avenue, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the water quality sampling, monitoring and report preparation for the NPDES Permit Water Quality Studies and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 7, 2007 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirty Three Thousand Six Hundred Eight Dollars and Zero Cents (\$33,608.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by February 15, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig

Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Bill Fox, P.E., Principal
Cosmopolitan Engineering Group
711 Pacific Avenue
Tacoma, Washington 98402
(253) 272-7220

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

XVII. Assignment

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

XVIII. Modification

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

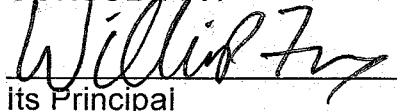
XIX. Entire Agreement

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

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

CONSULTANT

By:


its Principal

CITY OF GIG HARBOR

By:

Mayor

Notices to be sent to:
CONSULTANT
Bill Fox, P.E., Principal
Cosmopolitan Engineering Group
711 Pacific Avenue
Tacoma, Washington 98402
(253) 272-7220

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

_____ of _____ Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A – SCOPE OF WORK

2007 RECEIVING WATER QUALITY MONITORING PROGRAM

Goal

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

Sampling and Analysis Plan

The study plan approved by Ecology in 2004 shall be used for the 2007 monitoring. The only modifications will be in the dates of the sampling.

Weekly Monitoring

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

Monthly Monitoring

Schedule. Cosmopolitan shall conduct three comprehensive water quality sampling events in 2007, one each in August, September and October. Monitoring for the August and September events shall be conducted as close to critical conditions as reasonably possible. The weekly monitoring described above shall be used to identify the critical conditions, which are defined as phytoplankton blooms, and indicated by elevated surface temperature, pH, dissolved oxygen saturation, and reduced water clarity (*i.e.* reduced Secchi disk readings). The monthly ambient sampling shall be conducted between noon and 3 p.m. each event. The October sampling shall be conducted during the final week in October.

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

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

Sampling Requirements.

Stations 1 through 3 shall be sampled in each event for the field and laboratory analytes specified in Section S10 of the NPDES permit. Conductivity, temperature and depth

EXHIBIT A – SCOPE OF WORK

profiles will be obtained with a Sea-Bird Model SBE-19 Seacat Profiler. Stations 4 and 5 shall be sampled for the analytes specified in Section S10. PSEP protocol shall be followed in the collection and handling of water samples.

Continuous Dissolved Oxygen Monitoring

Cosmopolitan shall conduct continuous dissolved oxygen monitoring of near-bottom water at or near the same station visited in the weekly monitoring. Monitoring shall be conducted twice annually, in August and September. The measuring instrument shall be a Seabird SBE-16DO, Hydrolab, or equal approved by Ecology. The continuous monitoring station shall be mounted three feet above the bottom. Measurement frequency shall be a maximum of 30 minutes. The monitoring instrument shall be deployed for a minimum of two weeks each deployment, and shall include the dates of the monthly monitoring described above. Twice-weekly CTD/DO profiles with the SBE-19 shall be collected at the same station and depth during the deployment. The SBE-19 DO probe shall be immersed in a saturation bath adjacent to each profile. This data shall be used for calibration of the instrument and to check for instrument drift.

Reporting

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

The 2007 water quality sampling results for conventional parameters shall be presented in the same table format as the 1997-2006 results. Figures showing the 2007 results in a timeline with past data shall also be presented.

Two copies of the report shall be submitted to Ecology by February 15, 2008. Two additional copies shall be submitted to the City of Gig Harbor for their records.

EXHIBIT B - SCHEDULE OF RATES AND ESTIMATED HOURS

NPDES Permit Section S12 Water Quality Sampling - Year 2007

LABOR

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

LABOR SUBTOTAL: \$15,903

DIRECT COSTS

| Item | Quantity | Unit | Unit Cost | \$ |
|--|----------|--------|-----------|----------|
| Boat and Operator - RME | 3 | events | \$925 | \$2,775 |
| Sample Equipment (bottles, GPS, CTD, etc.) | 3 | events | \$250 | \$750 |
| Oceanography Lab - UW | 3 | events | \$320 | \$960 |
| Conventional Lab - STL | 3 | events | \$140 | \$420 |
| Continuous DO Deployments - RME | 4 | weeks | \$3,100 | \$12,400 |
| Miscellaneous | 1 | LS | \$400 | \$400 |

DIRECT SUBTOTAL: \$17,705

TOTAL COST: \$33,608



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and Second Reading of an Ordinance Clarifying the Definition of an "Owner", along with the Definition of "Capacity".

Proposed Council Action: Approval of the Ordinance at the second reading.

Dept. Origin: Community Development Dept.

Prepared by: Stephen Misiurak, P.E. *lan*
City Engineer

For Agenda of: June 11, 2007

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *Jan 4/5/07*

| | | | | | |
|-------------------------|---|--------------------|---|---------------------------|---|
| Expenditure Required | 0 | Amount Budgeted | 0 | Appropriation Required | 0 |
|-------------------------|---|--------------------|---|---------------------------|---|

INFORMATION / BACKGROUND

The purpose of this Ordinance is to make the following clarifications: First, an applicant with a Capacity Reservation Certificate does not imply that the applicant "owns" or has any ownership interest in the projected trips. Second, the term "Owner" is further defined to include a lessee of real property provided the lease exceeds twenty-five years, and the lessee is also the developer of the property. Third, the term "capacity" is further amended to mean, "or peak PM trips". Council should be apprised that this is a stand alone Ordinance and is unrelated to "Trip Transfer" Ordinance recently adopted by Council.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approval of this Ordinance at the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRANSPORTATION CONCURRENCY, CLARIFYING THE EFFECT OF A TRANSPORTATION CRC, AND CHANGING THE DEFINITION OF AN "OWNER" and "CAPACITY" FOR PURPOSES OF THE CHAPTERS RELATING TO CONCURRENCY AND IMPACT FEES IN CHAPTERS 19.10 AND 19.12 TO INCLUDE A LESSEE WITH A LEASE MORE THAN TWENTY-FIVE YEARS, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.10.014 AND 19.14.010.

WHEREAS, the City is currently reviewing a trip transfer procedure, to be effective until August 1, 2007; and

WHEREAS, City staff has contacted other jurisdictions to learn more about how trip transfers are performed elsewhere; and

WHEREAS, at least one jurisdiction noted that the City's ordinance should clarify the fact that once a Capacity Reservation Certificate (CRC) issues, the property owner or developer does not "own" the trips, and the transfer of the trips (if a transfer is allowed) must take place according to procedures adopted by the City; and

WHEREAS, the definition of "owner" for purposes of the concurrency and impact fee programs identified in Chapter 19.10 and 19.12 of the Gig Harbor Municipal Code includes a contract purchaser but not a lessee; and

WHEREAS, the definition of "capacity" defined in Chapter 19.14 is further defined to mean, "or "peak PM Trips"; and

WHEREAS, the City's SEPA responsible official determined that adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) as an Ordinance relating to procedures only; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of June 11th 2007; and

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

Section 1. Section 19.10.014 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.10.014 Purpose of capacity reservation certificate.

A. A transportation CRC is a determination by the director that: (1) the proposed development identified in the CRC application does not cause the level of service on a city-owned road facility to decline below the standards adopted in the transportation element of the city's comprehensive plan, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. Upon issuance of a transportation CRC, the director will reserve transportation facility capacity for this application until the expiration of the underlying development permit or as otherwise provided in GHMC 19.10.020. Although the CRC may identify the number of projected trips associated with the proposed development, nothing in this chapter (including the trip transfer procedures) shall imply that the applicant "owns" or has any ownership interest in the projected trips.

B. A water CRC is a determination by the director that: (1) the proposed development identified in the CRC application does not exceed the city's existing water rights or the limits of any state issued permit, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. Upon issuance of a water CRC, the director will reserve water capacity for the application until the expiration of the underlying development permit or as otherwise provided in GHMC 19.10.020, or as set forth in the outside city limits utility extension agreement.

C. A sewer CRC is a determination by the director that: (1) the proposed development identified in the CRC application does not exceed the city's existing NPDES permit limits or the existing capacity in the city's wastewater treatment plant, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. Upon issuance of a sewer CRC, the director will reserve sewer capacity for the application until the expiration of the underlying development permit or as otherwise provided in GHMC 19.10.020 or as set forth in the outside city limits utility extension agreement.

D. The factors affecting available water or sewer capacity or availability may, in some instances, lie outside of the city's control. The city's adoption of this chapter relating to the manner in which the city will make its best attempt to allocate water or sewer capacity or availability does not create a duty in the city to provide

water or sewer service to the public or any individual, regardless of whether a water or sewer CRC has issued. Every water availability certificate and water or sewer CRC shall state on its face that it is not a guarantee that water and/or sewer will be available to serve the proposed project.

Section 2. Section 19.14.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.14.010 Definitions.

The following words and terms shall have the following meanings for the purpose of Chapters 19.10 and 19.12 GHMC, the concurrency and impact fee chapters, unless the context clearly appears otherwise. Terms otherwise not defined herein shall be given the meaning set forth in RCW 82.02.090, or given their usual and customary meaning:

1. "Act" means the Growth Management Act, Chapter 36.70A RCW, or as hereinafter amended.
2. "Adequate public facilities" means facilities which have the capacity to serve development without decreasing levels of service below locally established minimums.
3. "Approving authority" means the city employee, agency or official having authority to issue the approval or permit for the development activity involved.
4. "Annual capacity availability report" means the report prepared each year to include available and reserved capacity for each public facility, and identifying those proposed and planned capital improvements for each public facility that will correct deficiencies or improve levels of service; a summary of development activity; a summary of current levels of service and recommendations.
5. Available Public Facilities. Facilities are in place, or a financial commitment has been made to provide the facilities, within six years.
6. "Capacity" means the ability of a public facility to accommodate users, expressed in an appropriate unit of measure, such as average daily trip ends, "or peak PM trips," within the LOS standards for the facility.
7. "Capacity, available" means capacity in excess of current demand ("used capacity") for a specific public facility which can be encumbered, reserved, or committed or the difference between capacity and current demand ("used capacity").
8. "Capacity, reserved" means capacity which has been reserved through use of the capacity reservation certificate process in Chapter 19.10 GHMC.

9. "Capacity, encumbered" means a reduction in the available capacity resulting from issuance of a capacity reservation certificate or that portion of the available capacity.
10. "Capacity evaluation" means the evaluation by the director based on adopted LOS standards to ensure that public facilities and services needed to support development are available concurrent with the impacts of such development, as defined in Chapter 19.10 GHMC.
11. "Capacity reservation certificate" means a determination made by the director that: (a) a proposed development activity or development phase will be concurrent with the applicable facilities at the time the CRC is issued; and (b) the director has reserved road capacity for an application for a period that corresponds to the respective developmental permit.
12. "Capital facilities" means the facilities or improvements included in a capital facilities plan.
13. "Capital facilities plan" means the capital facilities plan element of the city's comprehensive plan adopted pursuant to Chapter 36.70A RCW and RCW 36.70A.070, and any amendments to the plan.
14. "Change of use" means, for the purposes of this title, any change, redevelopment or modification of use of an existing building or site which meets the definition of "development activity" herein.
15. "City" means the city of Gig Harbor, Washington.
16. "Comprehensive land use plan" or "comprehensive plan" means a generalized coordinated land use policy statement of the city council, adopted pursuant to Chapter 36.70A RCW.
17. "Concurrent with development" means that strategies or improvements are in place at the time of development or that a financial commitment is in place to complete the improvements or strategies within six years. See RCW 36.70A.090(6).
18. "Council" means the city council of the city of Gig Harbor.
19. "County" means Pierce County, Washington.
20. "Dedication" means conveyance of land to the city for public facility purposes, by deed, other instrument of conveyance or by dedication, on a duly filed and recorded plat or short plat.
21. "Demand management strategies" means strategies aimed at changing travel behavior rather than at expanding or improving the transportation network to meet travel demand. Such strategies can include the promotion of work hour changes, ride-sharing options, parking policies and telecommuting.
22. "Department" means the Public Works Department of the City of Gig Harbor.

23. "Developer" means any person or entity who makes application or receives a development permit or approval for any development activity as defined herein.

24. "Development activity" or "development" means any construction or expansion of a building, structure, or use; any change in the use of a building or structure; or any changes in the use of the land that creates additional demand for public facilities (such as a change which results in an increase in the number of vehicle trips to and from the property, building or structure) and requires a development permit from the city.

25. "Development agreement" means the agreements authorized in RCW 36.70B.210 and concurrency resolution agreements, as described in Chapter 19.10 GHMC.

26. "Development permit" or "project permit" means any land use permit required by the city for a project action, including but not limited to building permits, subdivisions, short plats, binding site plans, planned unit developments, conditional uses, shoreline substantial developments, site plan reviews, or site specific rezones, and, for purposes of the city's concurrency ordinance, shall include applications for amendments to the city's comprehensive plan which request an increase in the extent or density of development on the subject property.

27. "Director" means the director of the Gig Harbor Public Works Department or his/her authorized designee.

28. "Existing use" means development which physically exists or for which the owner holds a valid building permit as of the effective date of the ordinance codified in this chapter.

29. "Encumbered" means to reserve, set aside or otherwise earmark the impact fees in order to pay for commitments, contractual obligations or other liabilities incurred for public facilities.

30. "Fair market value" means the price in terms of money that a property will bring in a competitive and open market under all conditions of a fair sale, the buyer and seller each being prudently knowledgeable, and assuming the price is not affected by undue stimulus.

31. "Feepayer" means a person, corporation, partnership, an incorporated association, or department or bureau of any governmental entity, or any other similar entity, commencing a land development activity. "Feepayer" includes applicants for an impact fee credit.

32. "Financial commitment" means those sources of public or private funds or combinations thereof that have been identified as sufficient to finance public facilities necessary to support development and that there is reasonable assurance that such funds will be timely put to that end.

33. "Growth-related" means a development activity as defined herein that increases the level of service of a public facility.

34. "Impact fee" means the amount of money determined necessary by the city and imposed upon new development activity as a condition of development approval or permitting to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates the additional demand and need for public facilities proportionate to the development's share of the cost of the public facilities and that is used for facilities that reasonably benefit the new development. "Impact fee" does not include a reasonable permit or application fee.

35. "Impact fee account(s)" or "account(s)" means the account(s) established for each type of public facilities for which impact fees are collected. The accounts shall be established pursuant to this title, and comply with the requirements of RCW 82.02.070.

36. "Impact fee schedule" means the table of impact fees per unit of development, which is to be used by the director in computing impact fees.

37. "Interest" means the interest rate earned by the city for the impact fee account, if not otherwise defined.

38. "Interlocal agreement" or "agreement" means the transportation impact fee interlocal agreement by and between the city and the county, and the transportation impact fee interlocal agreement by and between the city and the state, concerning the collection and allocation of road impact fees, or any other interlocal agreement entered by and between the city and another municipality, public agency or governmental body to implement an impact fee program.

39. "Level of service" or "LOS" means an established minimum functional level of public facilities that must be provided per unit of demand or other appropriate measure of need.

40. "Owner" means the owner of record of real property, although when real property is being purchased under a real estate contract, the purchaser shall be considered the owner of the real property if the contract is recorded. In addition, the lessee of the real property shall be considered the owner, if the lease of the real property exceeds twenty-five years, and the lessee is the developer of the real property.

41. "Previous use" means: (a) the use existing on the site when a capacity evaluation is sought; or (b) the most recent use on the site, within the five year period prior to the date of application.

42. "Project" means a system improvement, selected by the Gig Harbor city council for joint private and public funding and which appears on the project list.

43. "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan approved by the council shall be considered a project improvement.
44. "Project list" means the list of projects described in the city's annual and six-year capital improvement program and as developed pursuant to an impact fee ordinance.
45. "Proportionate share" means that portion of the cost of public facility improvements that is reasonably related to demands and needs of new development.
46. "Road" means a right-of-way which affords the principal means of access to abutting property, including an avenue, place, way, drive, lane, boulevard, highway, street, and other thoroughfare, except an alley.
47. "Road facilities" includes public facilities related to land transportation.
48. "School district" means the Peninsula School District.
49. "School district service area" means the boundaries of the Peninsula School District.
50. "School facilities" means capital facilities owned or operated by the Peninsula School District.
51. "Service area" means a geographic area defined by the city or interlocal agreement, in which a defined set of public facilities provide service to development in the area.
52. "State" means the state of Washington.
53. "Subdivision" means all subdivisions as defined in GHMC Title 16, and all short subdivisions as defined in GHMC Title 16, which are subject to SEPA, Chapter 43.21C RCW and the Gig Harbor SEPA ordinance, GHMC Title 18.
54. "Superintendent" means the school district superintendent or his/her designee.
55. "System improvements" means public facilities that are included in Gig Harbor's capital facilities plan and are designed to provide service to areas within the city and community at large, in contrast to project or on-site improvements.
56. "Traffic analysis zone" means the minimum geographic unit used for traffic analysis.
57. "Transportation primary impact area" means a geographically determined area that delineates the impacted area of a deficient roadway link.
58. "Transportation level of service standards" means a measure which describes the operational condition of the travel stream and acceptable adequacy requirement.

59. "Transportation management area" means a geographically determined area that contains compact urban development patterns where a dense roadway network and extensive mass transit services are in place. The performance of these areas shall be based on the percentage of lane miles meeting the adopted LOS standards as described in this chapter.

60. "Traffic demand model" describes the simulation through computer modeling of vehicle trip ends assigned on the roadway network.

61. "Trip allocation program" means the program established to meter trip ends to new development annually by service area and traffic analysis zone to ensure that the city is maintaining adopted LOS standards.

62. "Trip end" means a single or one-directional vehicle movement.

63. "Unit" or "dwelling unit" means a dwelling unit as defined in GHMC 17.04.320.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 200__.

CITY OF GIG HARBOR

CHARLES L. HUNTER, 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: _____

Subject: Naming of Estuary Park

Proposed Council Action: Select and approve a new name from the attached list of names.

Dept. Origin: Community Development

Prepared by: Lita Dawn Stanton
CLG Coordinator/Historic Preservation

For Agenda of: June 11, 2007

Exhibits: Names and Histories, Letters from Citizens

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK 6/10/07

Approved as to form by City Atty: _____

Approved by Finance Director: N/A

Approved by Department Head: Dawn

| | | | | | |
|-------------|---|----------|---|---------------|---|
| Expenditure | | Amount | | Appropriation | |
| Required | 0 | Budgeted | 0 | Required | 0 |

INFORMATION / BACKGROUND

In response to the proposed name change of Scofield Estuary Park, the attached documentation represents descriptions provided by the Gig Harbor Historical Society, the Gateway Newspaper, oral histories and misc. publications.

Note: The historic marker will be posted on-site. While any one of them may be appropriate, final consideration should be from a park visitor's perspective and reflect a relevant and interesting history.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Design Review Board initially recommended two name choices: Austin Estuary Park and Twa-wal-kut Estuary Park. Additional email comments were submitted after the DRB's initial recommendation and are attached. The Parks Commission recommendation was a tie for first choice between Austin Estuary Park and S'homamish Estuary Park. Their third selection was Shaw Estuary Park.

RECOMMENDATION / MOTION

Select and approve a new name for the Scofield Estuary Park from the attached list.

S'Homamish Estuary Park

1. It would be the only reference to the fact that Native Americans lived in the harbor long before the pioneers.
2. The estuary leads to Donkey Creek, where the Native American settlement was, where they came to fish the salmon, hunt, pick berries: historic significance
3. S'Homamish is the name of the band of Native Americans who lived in the vicinity.

Shaw Park and Estuary

1. Would honor C.E. Shaw and Frank Shaw, two prominent Gig Harbor citizens. C.E. Shaw was the inventor of the Rooster Races, Round Rock contest, and many other unique Gig Harbor events. An artist and sign painter, Shaw helped shape our community in many ways. His son, Frank, was an amateur photographer who captured the essence of Gig Harbor through his 1940s and 50s era photos, many of which decorate businesses and homes throughout the harbor.
2. The Park is adjacent to C.E. Shaw's original sign shop location.

Harbor View Estuary Park

1. Keeping "estuary" in the name creates stronger visuals/power for grants and for the general public: What it is, is in the name.
2. It provides a "harbor view" and is in fact THE harbor view at the head of the bay.
3. It's location is easy to find and remember: "on Harborview Drive"
4. It's generic and minimally political.
5. It keeps our Park Names simpler.

Suggested by Dawn Stanton

1880

Twa-wal-kut Estuary Park

1. It would be the one and only reference to the fact that Native Americans lived in the harbor long before the pioneers
2. The estuary leads to Donkey Creek, where the Native American settlement was, where they came to fish the salmon, hunt, pick berries: historic significance
3. Twa-wal-kut was the Native American name for Gig Harbor. *dialect "Salish" tribe*

Austin Estuary Park

1. The Austin Mill was located in the park area. Built in 1909, the mill supplied lumber for homes and boatbuilding. The mill also produced the logs used for the unique "Austin - Ericson" style of log cabin construction.

Wilkes Estuary Park

1. Lieutenant Wilkes and his crew "discovered" and named Gig Harbor.

SCOFIELD ESTUARY PARK

Suggested names:

Shaw Estuary Park

Wilkes Estuary Park

Austin Estuary Park

Twa-wál-kut Estuary Park

S'homamish Estuary Park

Harbor View Estuary Park

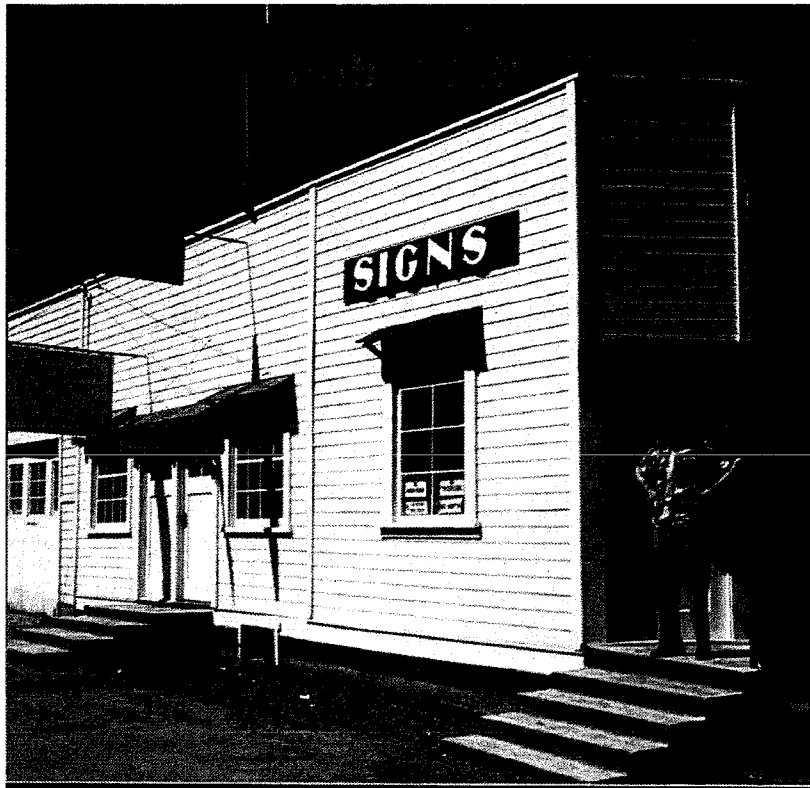
THE SHAW FAMILY

(Resource: Gig Harbor Peninsula Historical Society)

C.E. Shaw

Clarence E. Shaw was born Nov. 30, 1885 in Grafton, Nebraska and came to Gig Harbor in November 1919 with his wife Vina and their three children, Frank, Violet, and Jane. He was the district salesman for the Masonic Supply Company. He settled in his wife's grandfather's house on Peacock Hill and bought several lots in that area, all lost through taxes during the depression. When their home burned down a short time after they moved in, he rented property on Gig Harbor Bay and in 1925 purchased a home on Benson Street, just off Peacock Hill, near the school, where he and his family lived until he passed away on August 23, 1964.

When the depression came, Shaw, an accomplished commercial artist, turned his avocation into his livelihood. He purchased a small triangle of land on Harborview Drive (where the gas station is now across from the Beach Basket Gift Shop). He built a shop, first starting out as a sign painter and then adding the printing business. His scenic billboards were placed around the peninsula for many years. The society's collection has photographs of some of Shaw's billboards.



Shaw had strong opinions and never failed to put up a good fight for what he believed was for the good of the Gig Harbor community. His printing press became a means for expression of his opinions, as samples of his flyers show (GHPHS collection). His press was also used to promote his hobbies, to produce materials for Gig Harbor's Centennial Celebration in 1941, and to herald the opening of the first and second Narrows Bridges (GHPHS collection artifacts and archives).

Shaw put Gig Harbor "on the map" with his racing roosters, which he trained and raced around Western Washington from 1935 to 1948, attracting national attention. The races appeared nationally on Movitone News in 1936. In 1938 Shaw raced several of the roosters at Madison Square Gardens in New York, sponsored by Hobby Lobby, a popular radio show of the time (video, photos, and artifacts in the GHPHS collection). Shaw also began a Round Rock Contest held for several years as a promotion for Gig Harbor businesses (the society reintroduced the contest in 1998 and is a favorite among area school children).

Shaw valued the preservation of local history and attempted to organize the first historical society in the harbor. C.E. Shaw also was responsible for the preservation of Burnham artifacts from the A.M. and Rachel Burnham home in north Gig Harbor. After Nick and Biz Burnham died, the family home was being ransacked. Shaw, with permission from the surviving Burnham heir, saved many significant Burnham artifacts, which were donated to the society at Shaw's death. Jane Shaw Karlson, now in her 90s, is the last surviving child of C.E. and Vina Shaw and her health is failing.



Vina Shaw:

Vina was one of the original members of the Episcopal Church in Gig Harbor. She was a charter member of the Amateur Garden Club in 1926 and served at one time as president of the PTA. Vina was the local correspondent for the Tacoma News Tribune.



Frank Owen Shaw:

Frank was born in 1909 in Nebraska. Frank attended school in Gig Harbor and graduated from Union High School in 1927. Shortly after graduation, he went to work as a printer for C.E. Trombley at "The Peninsula Gateway." Frank took two years off to serve in the U.S. army during World War II. Mr. Trombley trained Frank in all the jobs necessary to put out a paper. Frank took in the news and ads, typeset them, and kept the sometimes balky press running, often working all night to get the paper out in time.

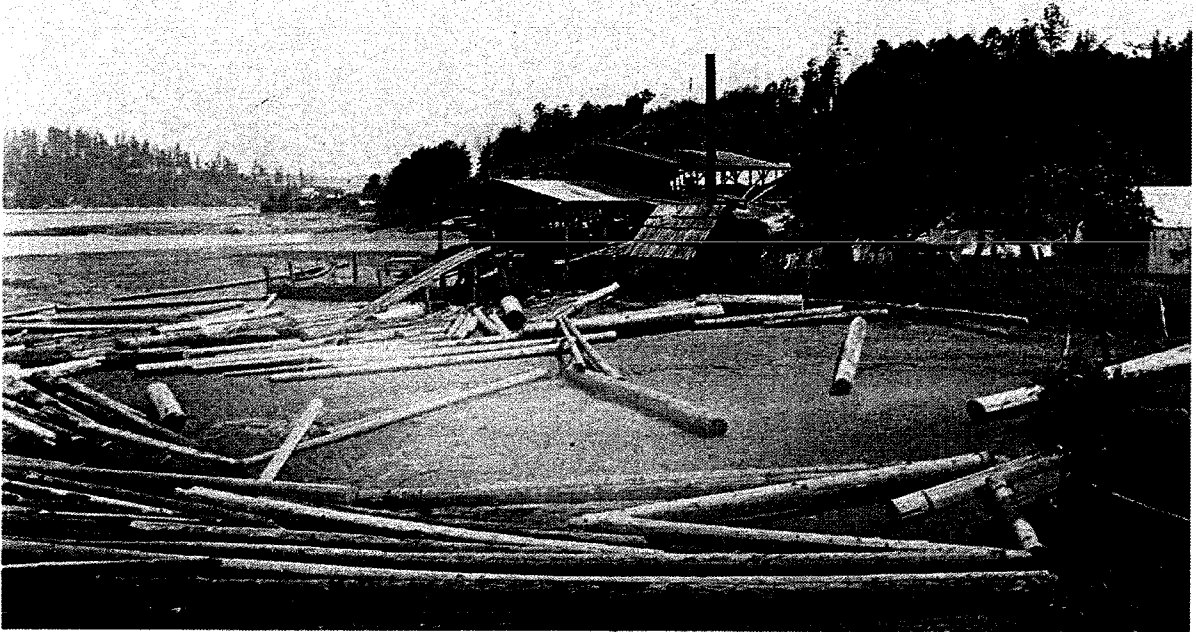
Frank had an avid interest in photography. Many of Frank's photographs appeared in the "Gateway" and were published in books and magazines. His images are a wonderful historic record of Gig Harbor in the 1950s and 1960s. Frank also founded a local Gig Harbor camera club.

Frank played an important role in preserving the history of Gig Harbor. He made copies of early Gig Harbor photographs which originally belonged to Dr. Burnham. Through his efforts, the society now has in its collection rare images of Gig Harbor prior to the 1900s.

Frank continued to take photos until shortly before his death on November 1, 1985. His ashes were strewn in the Olympics, near Mt. Shaw, a remote peak his mountaineer friends named after him.

More than 1,500 of Frank's photographs and slides are in the collection of the Gig Harbor Peninsula Historical Society.

The majority of Shaw family images, documents, and artifacts in the society's collection have been generously donated to the historical society by Frank's sister, Jane Shaw Karlson.



AUSTIN HISTORY

(Resource: The Peninsula Gateway – Feb 12, 1986)

Austin Mill: Employment to Many in Area.

While his wife and children waited in Centralia, Charles Osgood Austin discovered Gig Harbor by way of Matby in 1909. He was looking for a good place to build a sawmill.

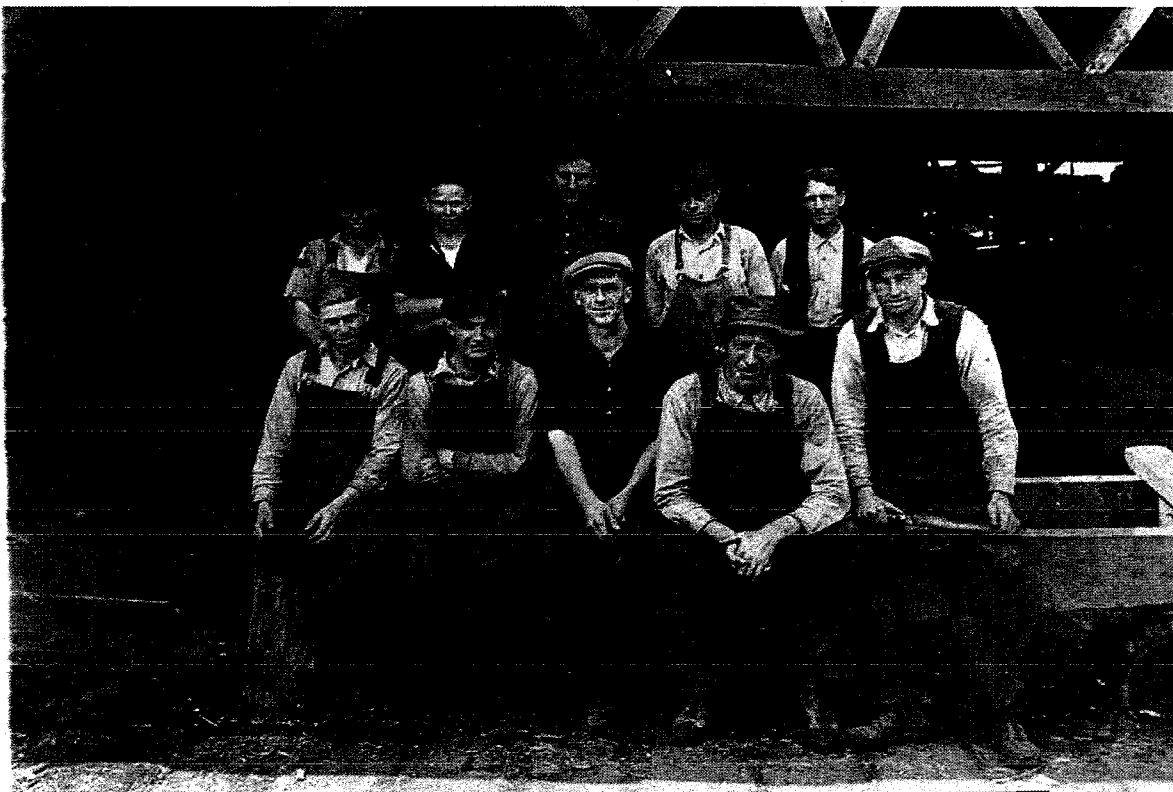
** He liked a small, low point that juts into the water near the mouth of Burnham Creek and belonged to the Novaks. He leased the land and built his mill, and became a sturdy link in the community's economic chain.

In the days when foot, horse and wheel traffic all followed the simplest route – the edge of the beach – and before the sharp northward swerve in Harborview was created by fill, that

(** Scofield Estuary Park was the physical location of the Austin Mill.)

point of land was a feature in the shoreline. Today it is less obvious to the passerby; it has become the present site of the Peninsula Light Company's headquarters.

Austin's mill offered employment to many men who worked full or part-time to support other local ways of life, such as ranching, or while attending college. He purchased logs from local contractors and in booms towed over from Tacoma. His ad in a 1918 issue of the Gig Harbor weekly sought alder logs, for which he paid \$12 per thousand. He later purchased and milled the timber from a 20-plus-acre tract on Peacock Hill.



The men who posed during a work break at the mill in 1925 included two kids who chose a job instead of finishing high school. They are standing at left, Roger (Chub) Mort and Rollie Owens. The next to them has not been identified.

Louis (Lukey) Kimball, next, with his hat pulled to his brows, came down Pioneer Way hill every day from his stump ranch located where the Park and Ride lot is situated near the Wollochet Drive overpass. His neighbor across the road was Albert (Abbie) Simerson, who

sits on a stump, left, in front. Simerson was yard manager for Austin, but retained his farmland. His widow remained there, in the little yellow house surrounded by flowerbeds at the top of Pioneer Way until her death three years ago (1983).

Second from left, seated on the mill's two-wheeled timber cart, is one of the Theiss brothers. In center front is Wally Underwood, who came to Gig Harbor from Colville in 1920 and worked as truck driver for Austin until 1935. With him came Jack Northey, seated next. Northey served later in life as a Pierce County sheriff.

Head sawyer, Frank Allen, is seated far right. He drove from his family home in Burley every day. In his hands he holds his saw file.

Mill owner C.O. Austin stands at right rear. After he and his parents arrived in Tacoma from New Hampshire in 1889, and he had built his life's business in Gig Harbor, his father, William, became owner of "the other Austin mill" in Vaughn.

Charles Osgood Austin believed in working for his community's welfare as well as for himself. He was elected to the first city council when it became established in June, 1946.

On a December after noon that same year he was killed in an accident at his mill. The Peninsula Gateway reported, "Dr. Harold H. Ryan, mayor of Gig Harbor, issued a proclamation that all Gig Harbor business houses remain closed for two hours Monday afternoon during the funeral services, out of respect for Austin."

Austin-Erickson vertical log structures were originally conceived by C.O. Austin. The first such structure was built on the property adjacent to Austin's mill for the Amateur Garden Club (the structure still stands next to the gas station) in 1938. Austin died at the mill around Christmas, 1946. The Historical Society was unable to determine how involved in the vertical log structure business the Austin Sawmill site. However, Austin & Erickson (A&E), C.O.'s son and son-in-law, operated the log structure business out of what was Borgen's Hardware (the A&E office) and Beach Basket Gift Shop (A&E production mill). Austin's widow later sold the lumber mill.



CHARLES WILKES

(Resource: Gig Harbor Historical Society – Newspaper Article)

Almost 50 years after Capt. George Vancouver sailed the inland sea of Puget Sound, Charles Wilkes, American naval officer and explorer, headed the United States Exploring Expedition of 1838-1842, which added extensively in the world's geographical knowledge of the Puget Sound area.

Wilkes was born in New York City on April 3, 1798. He entered the Navy in 1818 as a midshipman when he was 20 years old. In 1832-1833 he did survey work in Narragansett Bay, an inlet of the Atlantic Ocean extending into Rhode Island. This work eventually led to his appointment in Washing, D.C. to head the department o charts and instruments which became the U.S. Naval Observatory.

This first expedition of the kind ever undertaken by the United States government was for scientific exploration in the South Pacific, Australia, the Antarctic coastal areas, the Hawaiian Islands and the Northwest Coast of the United States. It lasted four years from 1838 to 1842.

THE SQUADRON consisted of the sloops of war Vincennes and the Peacock, the ship Relief, the brig Porpoise and the tenders Sea-Bull and Flying Fish. All hands were expected to cooperate in the scientific endeavor and any papers or diaries kept during the journey were to be turned in for the use of the government at the end of the exploration.

...on May 1, 1841, the expedition entered the Strait of Juan de Fuca on a "dark, thick, rainy night," and began the summer's work in Puget Sound.

Charles Wilkes was a busy man. In addition to exploring this area, dropping names on everything within sight, he later wrote a five-volume Narrative of the United States Exploring Expedition (1844) and edited the 20-volume report of the expedition.

(Resource: In the Heart of the Sea, by Nathaniel Philbrick)

"America's first frontier was not the West; it was the sea – and no one writes more eloquently about the watery wilderness than Nathaniel Philbrick. In his bestselling *In the Heart of the Sea*, he probed the nightmarish dangers of the vast Pacific. Now, in a cinematic epic of adventure, he writes about the expedition that attempted to tame those dangers, only to find itself at the mercy of a tempestuous commander."

"The U.S. Exploring Expedition of 1838-1842 was one of the most ambitious undertakings of the nineteenth century and one of the largest voyages of discovery the Western world had ever seen - six magnificent sailing vessels and a crew of hundreds that included botanists, geologists, mapmakers, and biologists, all under the command of the your, brash Lieutenant **Charles Wilkes**. Their goal was to cover the Pacific Ocean, top to bottom, and to plant the American flag around the world. Four years after embarking, they returned to the United States having accomplished this and much more. They discovered a new southern continent, which Wilkes would name Antarctica. They were the first Americans to survey the treacherous

Columbia River, the first to chart dozens of newly discovered Islands all across the Pacific. They explored volcanoes in Hawaii, confirmed Charles Darwin's theory of the formation of coral atolls, and collected thousands of specimens that eventually became the foundation of the Smithsonian's scientific collections."

"This was an enterprise that should have been as celebrated and revered as the expeditions of Lewis and Clark. Philbrick explains for the first time why the "Ex.Ex." (Wilkes) vanished from the national memory." "...The story pivots on **Charles Wilkes** – simultaneously ambitious, proud, petty, and courageous, a self-destructive dynamo who undermines his own prodigious fears by alienating his crew and officers, fighting battles with his sponsors guarding what should have been a proud national legacy. "

(Resource: Gig Harbor Historical Society)

Though Gig Harbor's name is attributed to Captain Wilkes, there is no documentation that Wilkes ever entered the harbor. Lt. Ringgold actually led the charting expedition to survey the more shallow bays and inlets along Puget Sound's inland coastline. But we do not know if it was Ringgold who actually entered the bay. There were several small boats or "gigs" used to do the survey but because of narrow passage at the entry of the bay. One of them was from the ship, Vincennes.

"The gig entered the harbor to take refuge from a storm." It's odd that both "history" stories – Wilkes' exploration and Jerisich's arrival – both tell of them entering the harbor "to take refuge from a storm." It's pretty long odds that both important times in Gig Harbor's history people "stumbled" upon the harbor in a storm. The Gig Harbor Historical Society has chosen to drop the storm theory for Wilkes. They were here to chart the shoreline – all the shoreline – throughout Puget Sound. Coming into the harbor was part of that charting.

The name of the harbor was first noted on one of Wilkes' charts, where data gathered by the surveying team was then plotted by Wilkes. We don't know when exactly he named the harbor, but it shows up as 'Gig Harbor' on his published charts (Wilkes self-published upon his return home), along with many other names that remain today.

(Resource: "An Excellent Little Bay" -- on the Wilkes' Expedition)

"a pretty little bay that is concealed from the sound." – Midshipman Joseph Sanford's journal, May 15, 1841. Venturing over in a longboat, he rounded the long sand spit and found "the passage is about 10 or 15 yards wide and it gradually widenings [sic] until it forms a circular basin." The inhabitants must have been absent or in hiding, for he added the line, "Saw no natives today." When Lt. Sinclair heard about the minor discovery, he set out in the captain's gig of the Porpoise to have a look for himself. He pronounced it "an excellent little bay." Natives in or near the bay must have been watching him as well, for he added, "A number of canoes came off from which we procured an abundance of salmon." Their ship, Porpoise, under the command of Lt. Cadwallader Ringgold, anchored near the western shore outside the harbor. Sinclair went ashore again on the seventeenth to find some natives cooking on the beach. "They cook their salmon by sticking sticks into it and letting it hang over the fire..." That was all they had to say about the harbor.

According to Jerry in the book, most of the officers on the expedition already had bays, inlets, points, islands, and passages named for them by Wilkes – possibly they were at a loss for a name for the harbor and thus "Gig Harbor" ended up on Wilkes' chart. The Historical Society is currently searching for a copy of Midshipman Sanford's journal.

Twa-wál-kut

(Resource: Gig Harbor Historical Society)

Translation: "Gig Harbor" (**note:** see translation below) *****

Salish (Lushootseed dialect)

(Resource: Donkey Creek Park Cultural Resources Overview by Larson Anthropological Archaeological Services – March 2002)

***** The S'Homamish lived in a winter village in Gig Harbor known as **twawelkax** or **tua'wILkel** meaning "trout" (Smith 1940a:11; Waterman ca 1920). The village was at the mouth of Donkey Creek Park within and/or directly adjacent to the Donkey Creek Park (Smith 1940a:11; Waterman ca. 1920). The twawelkax winter village was the primary S'Homamish village.



S'Homamish

(Resource: Donkey Creek Park Cultural Resources Overview by Larson Anthropological Archaeological Services – March 2002)

Donkey Creek, adjacent to the Scofield site, is noted to be the settlement of Native Americans who came to fish salmon, hunt, and pick berries. The S'Homamish lived in a winter village in Gig Harbor known as twawelkax or tua'wLkel meaning "trout" (Smith 1940a:11; Waterman ca 1920). The village was at the mouth of Donkey Creek Park within and/or directly adjacent to the Donkey Creek Park (Smith 1940a:11; Waterman ca. 1920). The twawelkax winter village was the primary S'Homamish village. At least one winter house with eight families stood south of Donkey Creek (proposed Museum site area).

An 1878 census of Indians at Gig Harbor describes the Indians at Gig Harbor as the "Steilacoom and Gig Harbor Bands of Puyallup Indians" (Judy Wright, personal communication 2002). The S'Homamish village appears to have disbanded in the early 1900's and only a few descendants of marriages between the early settlers and women of the Donkey Creek village remained in the area.



Dear Mr Hunter

The new park needs to have a name That we all can pronounce. The Indians did not live here. It started as a Fishing Village by people from Eastern Europe. The name of The English Sea Captain who named The area, would be nice. We agree with you in naming This Park With a name from someone who lived here or named it.

Sincerely

Margaret Anne Forstrom

MAY 1 - 2007

MAY 1 - 2007

RECEIVED

MAY 16 2007

CITY OF GIG HARBOR

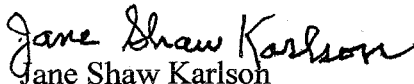
May 15, 2007

Gig Harbor City Council
Gig Harbor, Wa.

Sirs:

I would like input into naming the small Estuary Park at the head of the bay in Gig Harbor. What a mistake it would be to name it after an Indian Tribe that no one has a recollection of and wouldn't know how to pronounce. The Indians are already well remembered by local names given to areas of the Peninsula, as you well know. Within the confines of the town please let's honor early Gig Harbor residents.

It would be a shame not to name it after C.O. Austin who had a lumber mill in that location from 1909 until his death in 1946. This mill not only provided employment to local people but its products built homes and establishments in the area. How nice Austin Estuary Park rolls off the tongue and would be easily remembered.


Jane Shaw Karlson
7333 Forest Glen Court NW
Gig Harbor, Wa. 98335

Cc: Peninsula Gateway

Hunter, Chuck

From: Towslee, Molly
Sent: Tuesday, April 24, 2007 1:10 PM
To: Hunter, Chuck; Karlinsey, Rob; Brereton, Dave; Vodopich, John; Bob Dick; Derek Young; Jim Franich; Paul Conan; Paul Kadzik (pkadzik@harbornet.com); Steve Ekberg; Tim Payne
Subject: FW: Naming of Property Adjacent to Harbor History Museum

FYI

From: g.r.williamson@comcast.net [mailto:g.r.williamson@comcast.net]
Sent: Tuesday, April 24, 2007 12:53 PM
To: Towslee, Molly
Subject: Naming of Property Adjacent to Harbor History Museum

I was happy to hear that the naming of the property at the north end of Gig Harbor Bay was tabled until the next Council meeting.

I am very much in favor of recognizing the native population which was in this area before European or eastern settlers arrived. I believe that small spit of land should be given a name appropriate to the early natives. Gig Harbor is one of the few cities along Puget Sound which has not included any native distinction in naming area locations.

The entire Puget Sound area was dotted with Indian populations. They were either large populations or smaller groups spun off the larger populations. The natives in this area along the eastern shore of the Narrows were related to the larger Puyallup tribe. The area of Fox Island southward were related to the Nisqually tribe while natives in Case Inlet may have migrated from the Squaxin tribe. All of course, intermingled and traded with each other.

In 1792 the English explorer George Vancouver, assigned Peter Puget the task of exploring all shorelines south of where his ship, Discovery, was anchored at Restoration Point. Puget and his assigned crews met natives in Olalla, Pt Fosdick, Green's Point, Minter in our area and they met many more natives to the south in Eld and Budd Inlets. This was a two week trip for the Puget crew. The natives actually helped the crew with finding food or giving them food. The natives also learned the art of bartering. Fish, berries and venison were traded for trinkets the crew carried. This information is easily obtained from the journals of Captain Vancouver or in Robert Wing's book, Peter Puget. There have probably been many artifacts found in the area which came from the natives. I have talked with residents in Rosedale who have found arrowheads and scrapers on their farmed lands and along the beach. A lady resident on Burley Lagoon collected arrowheads along her beach and saved them in her canning jars.

Also, in the area we had Annie Squally, who lived on Wollochet Bay and was quite a reknown basket maker. Her style was unique and mentioned in "Crow's Shells, Artistic Basketry of Puget Sound.

I hope to be in attendance at the next council meeting to express further views on the naming of the new park area, but if I cannot attend, I hope you will consider my views expressed here.

Thank you for your consideration and the new park area next to the museum site.

Gary Williamson 6887 Mainsail Lane Gig Harbor, WA 98335. Telephone 857-7049

Stanton, Lita

From: Rick Gagliano [rick@pinfoundations.com]
Sent: Tuesday, June 05, 2007 8:13 AM
To: Stanton, Lita
Subject: Re: Renaming of Scofield Estuary Park

Stanton, Lita wrote:

>
> Attached please find a copy of the histories associated with each name
> listed on the potential "NEW NAMES" for Scofield Estuary Park. (Thank
> you Vicki for all your help!) The Parks Commission will be reviewing
> this information on Wednesday. On June 11th, Council will make its
> final decision.

>
> As you know, at your last meeting you recommended forwarding "Austin
> Estuary Park" and "Twa-wal-kut Estuary Park" as your names of choice.
> However, on closer review of the *Donkey Creek Park Cultural Resources
> Overview and Assessment* done in 2002 by Larson Anthropological
> Archaeological Services, the actual spelling of the name is
> "twawelkax" or "tua'wiLkel". Its translation is "trout" and it
> represents the name of the S'Homamish winter village at Donkey Creek.
> (See page 13 of the attached document.)

>
> I don't know if this changes your recommendation, but I thought you
> should be made aware of this information. If you have any comments,
> please let me know asap and I'll forward them as part of your
> recommendation to Council.

>
> Thanks,

>
> Lita Dawn.

>
I'm still for the Native name - it seems to be the original use of the site. I don't think
the pronunciation should be a determining factor.

Rick Gagliano

Stanton, Lita

From: Charles Carlson [cjarlson1@comcast.net]
Sent: Monday, June 04, 2007 8:02 PM
To: Stanton, Lita; Rick Gagliano; Vicki Blackwell; Jim Pasin; darrin.filand@mcgranahan.com; jernejcici@aol.com; Kae Paterson
Cc: Gagnon, Diane; Kester, Jennifer
Subject: Re: Renaming of Scofield Estuary Park

Dear Dawn,

Do to the difficulty in pronouncing twawelkax or "tua'wilLkel" I will withdraw my support for that name in favor of either Austin or Shaw.

Thanks for the update.
Chuck Carlson

On 6/4/07 3:57 PM, "Stanton, Lita" <StantonL@cityofgigharbor.net> wrote:

Attached please find a copy of the histories associated with each name listed on the potential "NEW NAMES" for Scofield Estuary Park. (Thank you Vicki for all your help!) The Parks Commission will be reviewing this information on Wednesday. On June 11th, Council will make its final decision.

As you know, at your last meeting you recommended forwarding "Austin Estuary Park" and "Twa-wal-kut Estuary Park" as your names of choice. However, on closer review of the **Donkey Creek Park Cultural Resources Overview and Assessment** done in 2002 by Larson Anthropological Archaeological Services, the actual spelling of the name is "twawelkax" or "tua'wilLkel". Its translation is "trout" and it represents the name of the S'Homamish winter village at Donkey Creek. (See page 13 of the attached document.)

I don't know if this changes your recommendation, but I thought you should be made aware of this information. If you have any comments, please let me know asap and I'll forward them as part of your recommendation to Council.

Thanks,
Lita Dawn.

6/6/2007

Stanton, Lita

From: tpasin [tpasin@narrows.com]
Sent: Tuesday, June 05, 2007 8:04 AM
To: Stanton, Lita
Subject: Re: Renaming of Scofield Estuary Park

Dawn;

If I could name it.....Austin Mill Park.

Jim

----- Original Message -----

From: Stanton, Lita
To: Rick Gagliano ; Vicki Blackwell ; tpasin ; darrin.filand@mcgranahan.com ; cjcarlson1@comcast.net ; jernejcici@aol.com ; Kae Paterson
Cc: Gagnon, Diane ; Kester, Jennifer
Sent: Monday, June 04, 2007 3:57 PM
Subject: Renaming of Scofield Estuary Park

Attached please find a copy of the histories associated with each name listed on the potential "NEW NAMES" for Scofield Estuary Park. (Thank you Vicki for all your help!) The Parks Commission will be reviewing this information on Wednesday. On June 11th, Council will make its final decision.

As you know, at your last meeting you recommended forwarding "Austin Estuary Park" and "Twa-wal-kut Estuary Park" as your names of choice. However, on closer review of the **Donkey Creek Park Cultural Resources Overview and Assessment** done in 2002 by Larson Anthropological Archaeological Services, the actual spelling of the name is "twawelkax" or "tua'wilKel". Its translation is "trout" and it represents the name of the S'Homamish winter village at Donkey Creek. (See page 13 of the attached document.)

I don't know if this changes your recommendation, but I thought you should be made aware of this information. If you have any comments, please let me know asap and I'll forward them as part of your recommendation to Council.

Thanks,
Lita Dawn.

6/6/2007

Dear Mr Hunter

The new park needs to have a name That we all can pronounce. The Indians did not live here. It started as a Fishing Village by people from Eastern Europe. The name of The English Sea Captain who named The area, would be nice. We agree with you in naming This Park with a name from someone who lived here or named it.

Sincerely

Margaret Anne Forstrom

MAY 1 - 2007

MAY 1 - 2007

RECEIVED

MAY 16 2007

CITY OF GIG HARBOR


May 15, 2007

Gig Harbor City Council
Gig Harbor, Wa.

Sirs:

I would like input into naming the small Estuary Park at the head of the bay in Gig Harbor. What a mistake it would be to name it after an Indian Tribe that no one has a recollection of and wouldn't know how to pronounce. The Indians are already well remembered by local names given to areas of the Peninsula, as you well know. Within the confines of the town please let's honor early Gig Harbor residents.

It would be a shame not to name it after C.O. Austin who had a lumber mill in that location from 1909 until his death in 1946. This mill not only provided employment to local people but its products built homes and establishments in the area. How nice Austin Estuary Park rolls off the tongue and would be easily remembered.


Jane Shaw Karlson
7333 Forest Glen Court NW
Gig Harbor, Wa. 98335

Cc: Peninsula Gateway

Towslee, Molly

From: g.r.williamson@comcast.net
Sent: Tuesday, April 24, 2007 12:53 PM
To: Towslee, Molly
Subject: Naming of Property Adjacent to Harbor History Museum

I was happy to hear that the naming of the property at the north end of Gig Harbor Bay was tabled until the next Council meeting.

I am very much in favor of recognizing the native population which was in this area before European or eastern settlers arrived. I believe that small spit of land should be given a name appropriate to the early natives. Gig Harbor is one of the few cities along Puget Sound which has not included any native distinction in naming area locations.

The entire Puget Sound area was dotted with Indian populations. They were either large populations or smaller groups spun off the larger populations. The natives in this area along the eastern shore of the Narrows were related to the larger Puyallup tribe. The area of Fox Island southward were related to the Nisqually tribe while natives in Case Inlet may have migrated from the Squaxin tribe. All of course, intermingled and traded with each other.

In 1792 the English explorer George Vancouver, assigned Peter Puget the task of exploring all shorelines south of where his ship, Discovery, was anchored at Restoration Point. Puget and his assigned crews met natives in Olalla, Pt Fosdick, Green's Point, Minter in our area and they met many more natives to the south in Eld and Budd Inlets. This was a two week trip for the Puget crew. The natives actually helped the crew with finding food or giving them food. The natives also learned the art of bartering. Fish, berries and venison were traded for trinkets the crew carried. This information is easily obtained from the journals of Captain Vancouver or in Robert Wing's book, Peter Puget.

There have probably been many artifacts found in the area which came from the natives. I have talked with residents in Rosedale who have found arrowheads and scrapers on their farmed lands and along the beach. A lady resident on Burley Lagoon collected arrowheads along her beach and saved them in her canning jars.

Also, in the area we had Annie Squally, who lived on Wollochet Bay and was quite a reknown basket maker. Her style was unique and mentioned in "Crow's Shells, Artistic Basketry of Puget Sound.

I hope to be in attendance at the next council meeting to express further views on the naming of the new park area, but if I cannot attend, I hope you will consider my views expressed here.

Thank you for your consideration and the new park area next to the museum site.

Gary Williamson 6887 Mainsail Lane Gig Harbor, WA 98335. Telephone 857-7049



Ruth and Howard Austin

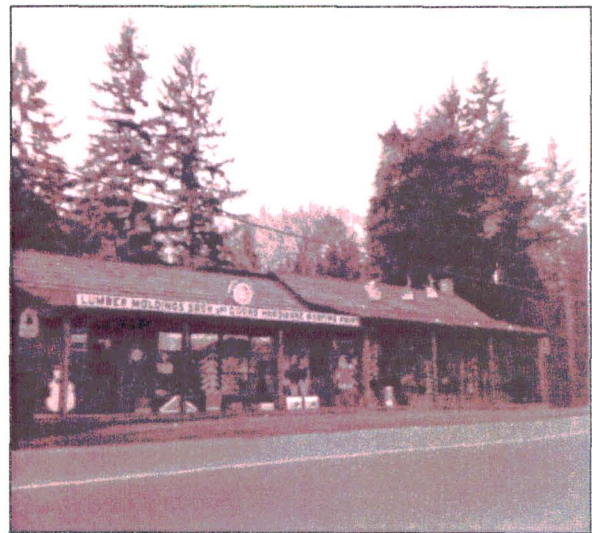
Austin Estuary Park Proposal

June 11, 2007

I am here to speak in favor of naming the park after the Austin family. My late wife, Nancy, was the wonderful daughter of Ruth and Howard Austin.

One day we had a friend of Nancy's in the car and as we came around the corner from Finholm's, I just jokingly stated, "We are now entering Austinville."

I remember telling her that to the left was the Austin log house retirement home, (1) to the right is Austin Street, (2) and to the left was the Peninsula Light Company (3) where Nancy's dad worked until he and his brother-in-law built and started the Austin and Erickson Lumber Yard (4). After Eric Erickson died, it was sold to George Borgen.



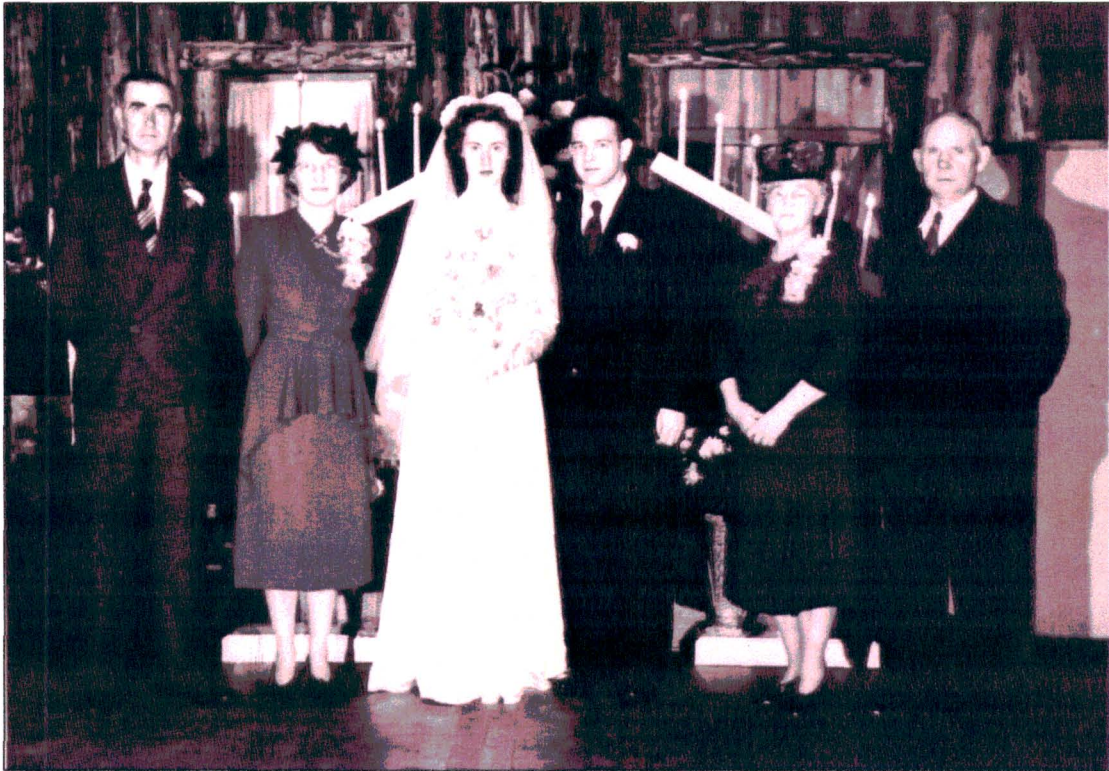
Austin and Erickson Lumber Yard

I continued telling her, "Down the street is Le Bistro (5) the house that Nancy's grandfather on her father's side rented when they first came to Gig Harbor in 1909 and her grandparents on her mother's side bought when they came down from Alaska.

"Next door, J.T.'s Barbecue (6) (which is now the Thai restaurant) is the house that her grandparents on her mother's side built for \$2000.

“Across the street is a log house building (7) which her grandmother on her mother’s side hired her grandfather on her father’s side to build; she donated the land to Gig Harbor Garden Club.

“Just behind that was another log building which she had built for the Christian Science church (8) and where Nancy’s older sister was married.



Left to Right: Howard L. Austin, Ruth Austin, Alice Jean Austin, Jay E. Taylor Jr., Mrs. Taylor (Jay’s mother), Jay E. Taylor Sr.

“Next door, the Christmas House (9) was where Nancy grew up. Next door to that is the Beach Basket (10) which was her father and uncles’ log house saw mill, and across the street is where Nancy’s grandfather had a large sawmill (11).”

When I finished telling Nancy’s friend the family history, suddenly I realized how much the whole area was involved with the Austin family.

Charles Osgood Austin, better known as C.O. Austin, built his large saw mill in 1909 which furnished employment to many local people who produced lumber and timbers for much of the area. As far as I could figure, part of the mill was on what is now the park property.

C.O. Austin built his house on leased property in the area of North Harbor View Drive (see star on map). When he went to renew the lease the owner said, "I'm not going to renew your lease, and I'm going to get your house."

Well, C.O. jacked the house up, put it on rollers, and moved it over next to the creek on property that he owned (12); which is now the sight of this park.



Grandma Dodge, C.O.'s mother-in-law, is shown sitting on the porch of C.O.'s house.

Grandma Dodge (Mary Messinger Dodge)
C.O.'s mother-in-law



Charles Osgood Austin
1883-1933

C.O. and Bessie had three children: Howard, Nellie, and Bessie, who grew up on this site. Howard was a Gig Harbor City Councilman for two terms, and with Nellie's husband, started the A&E Log House business, and the A&E Lumberyard.



Bessie B. Dodge Austin
1883-1933

Nellie Erickson was Gig Harbor's city clerk for years. Bessie Hunt's husband ran the Fox Island Ferry until the bridge was put in.

It was 98 years ago that C.O. Austin brought his family to Gig Harbor, and started his large sawmill. He also helped to get the first Gig Harbor newspaper started by paying the freight bill to bring the printing press to Gig Harbor.

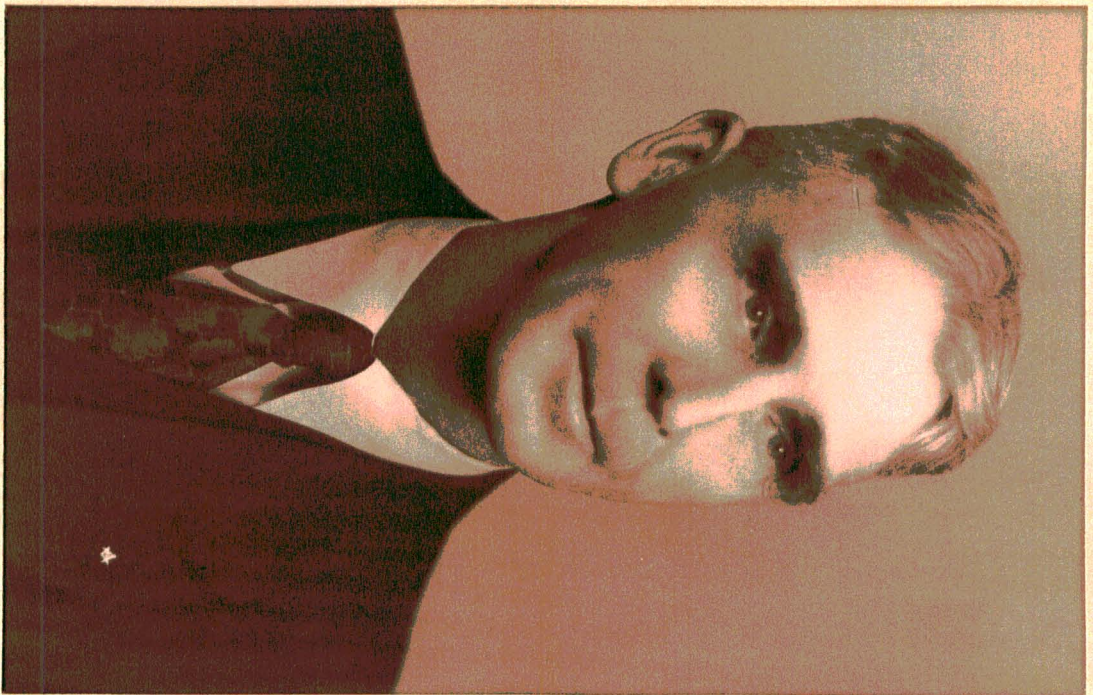


Four Generations of Austins
William, Charles Osgood, Howard Louis, Charles Howard

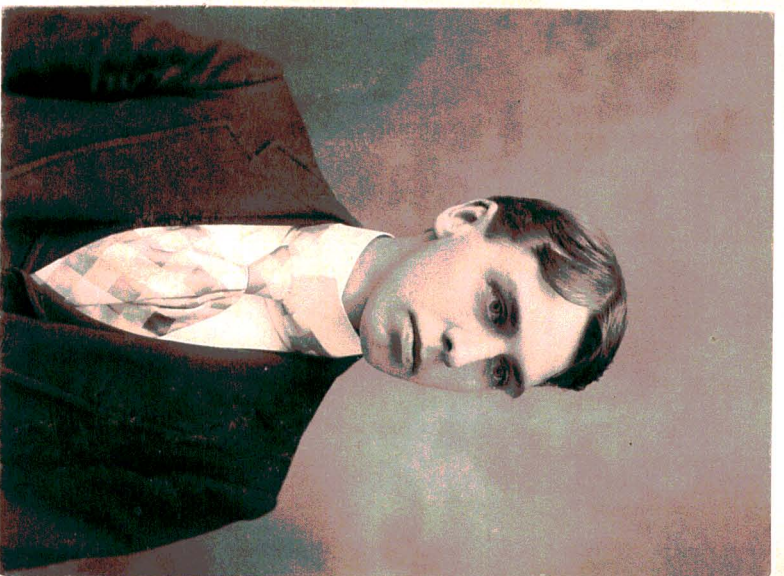
In appreciation to the Austin family and the impact they had in this area, and for the almost thirty-five wonderful years that I was married to C.O.'s granddaughter, I sincerely encourage you to honor the history of the Austin family by naming the park, "Austin Estuary Park."

Thank you very much, and I'll be very happy to answer any questions that you may have.

Sandy Elken
11925 Creviston Dr. KPN
Gig Harbor, WA 98329
Phone: 253-851-0271

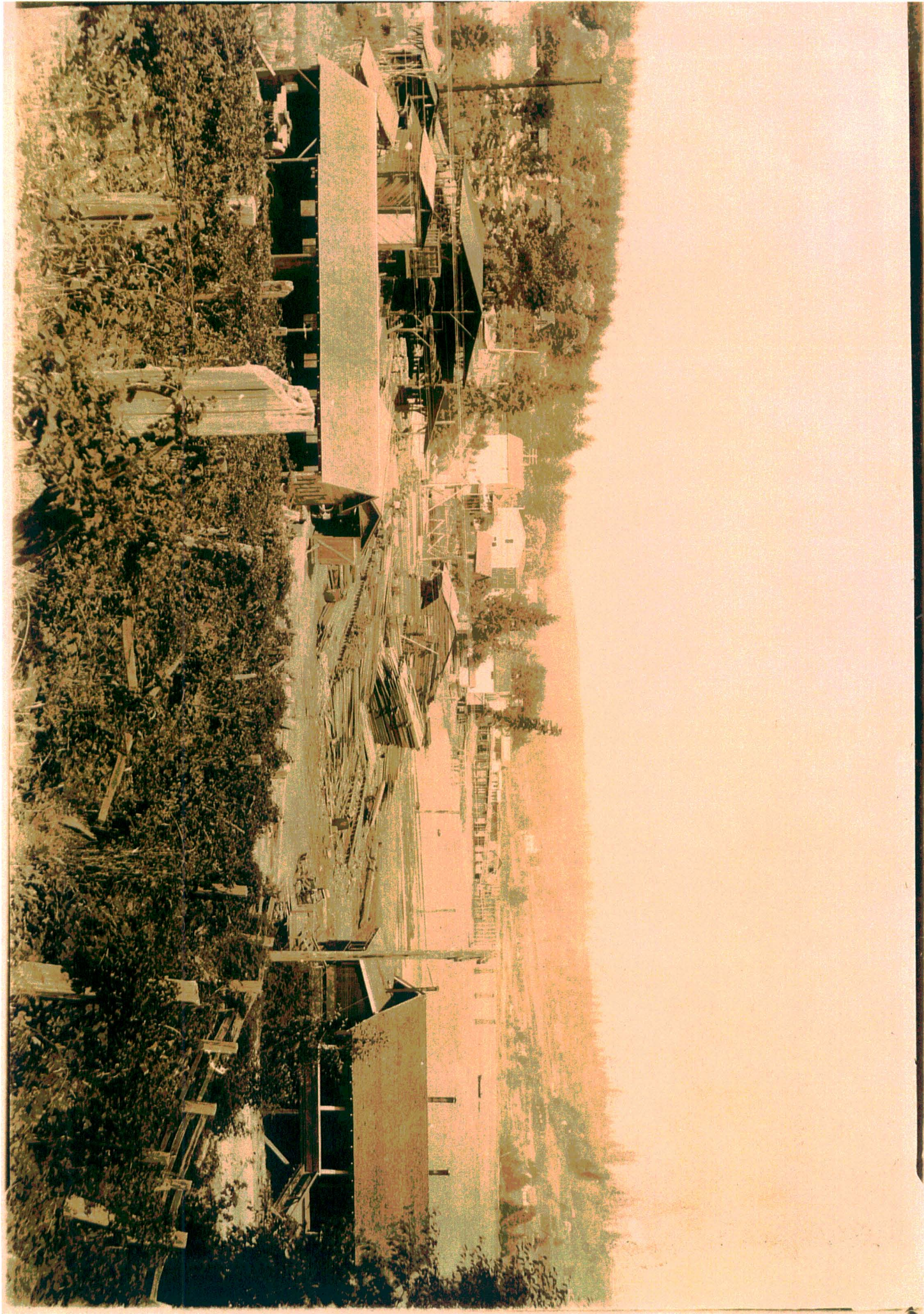


Smith
TACOMA



J. B. Williams

Centralia,
Wash.



STRANGE AS IT SEEMS

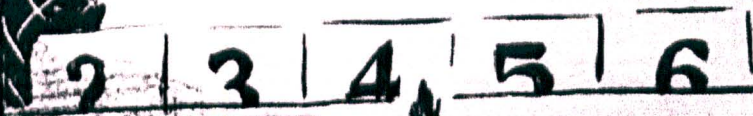
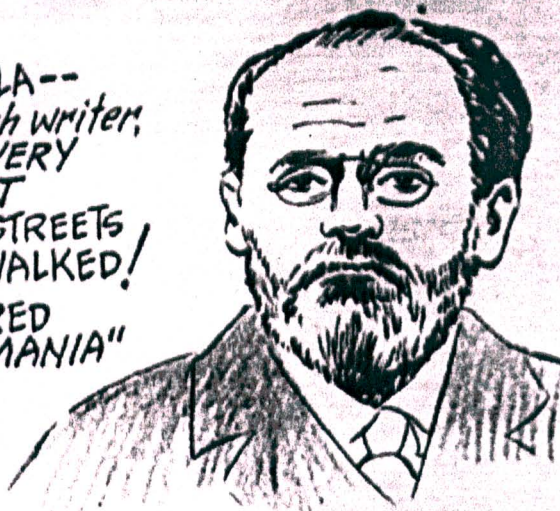
By John Hix

John Hix
282



A TIN PILL BOX --
SAVED THE LIFE OF
PATROLMAN MARTIN CALLAHAN!
-New York-
IT DEFLECTED A BULLET
ACCIDENTALLY DISCHARGED
FROM HIS OWN REVOLVER...
-Feb., 1940-

EMILE ZOLA--
Great French writer,
COUNTED EVERY
GAS JET
ALONG THE STREETS
WHERE HE WALKED!
HE SUFFERED
FROM "MATHOMANIA"
...



RACETRACK FOR ROOSTERS!

80-YARD TRACK
WITH A "STABLE" OF
30 ROOSTERS...
-Gig Harbor, Wash.-
CHAMPION IS "DOT"
(80 YDS. IN 15 SEC.)

COTTON ICE CREAM--
IS SERVED BY THE
HOTEL ADOLPHUS, Dallas, Texas!
(Made from
COTTON-MEAL,
it has a
NUTTY
FLAVOR)



6-1

Copyright by United Feature Syndicate, Inc.
Tel. Reg. U. S. Pat. Off.—All rights reserved

ROOSTER RACE

C. E. Shaw of Gig Harbor, Wash., has what he believes is the world's only fowl racing stable. Shaw's trained roosters sprint from the starting gate of an 80-yard track and show such good form that one, "Dot," was clocked in 1938 at 15 seconds for the distance.

LIFE

TIME & LIFE BUILDING
HOBOKEN, NEW JERSEY

EDITORIAL OFFICES

December 28, 1939

Dear Mr. Shaw:

Our report on people who have interesting hobbies, which includes a picture of your family bathroom, appears in the January 1940 issue of LIFE.

We thought you would be interested to have an extra copy of this issue mailed to you, and which should arrive shortly.

Sincerely yours,

Wm. J. Mulligan
Wm. J. Mulligan
for the Editors of LIFE

Mr. Clarence Shaw
414 Park Street,
Washington

12/14

Being tested are noted by Chester Shaw of the New York World. He has not. This feature appears in the broadcast on Radio City, radio program for January 1940.

This is Mr. Shaw's

*Life Magazine
Dec 1939*



Entered as Second Class Matter at the Post Office at
Williamsport, Pa., U. S. A., Under the Act of March 3, 1879

WILLIAMSPORT, PA., DECEMBER 3, 1939

Copyright 1939 Grit Publishing Co.
Trade Mark Registered U. S. Patent Office

Speedy Roosters Crow Over Rivals in Novel Race

ROOSTER racing is a novel sport, which has found high favor in the vicinity of Gig Harbor, Wash., where it was originated by C. E. Shaw, a resident of that town. Every autumn for the last six years, Shaw has sponsored running competition among roosters which he has carefully trained for the purpose. The one held this year attracted so much attention a description was put on the air by one of the national broadcasting companies.

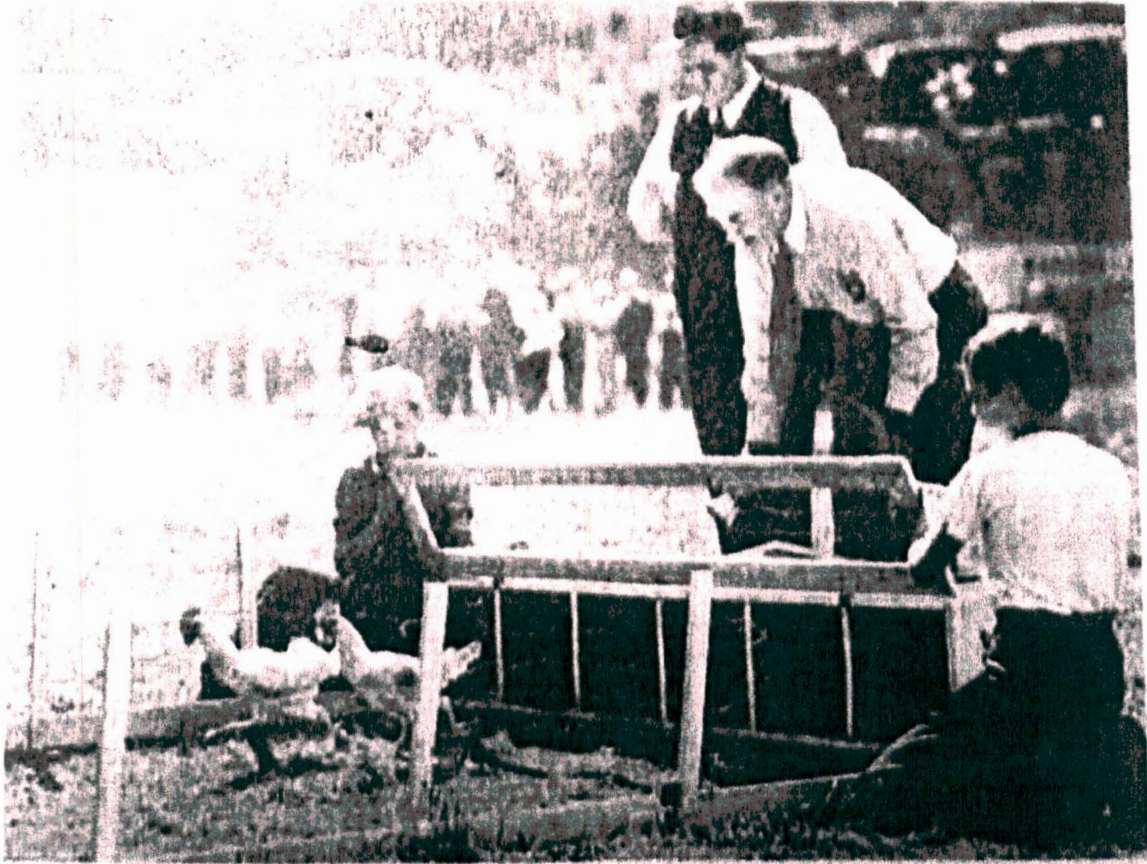


The roosters, all under ten months old, race over a U-shaped track 80 yards long but with the finish line only a few steps from the starting point.

The picture shows the start of this year's race. Rooster No. 1 won, but the bird in No. 3 stall finished second though slow in coming out. Several hundred persons lined the "rails" putting up a squawk for their favorite fowl. Shaw is shown on the left as he raised the barrier on the stalls.

Popular Science Nov 1937.

Racing Roosters Make 100-Yard Dash



When a door in front of the coops is raised, the cockerels race off to the end of the track

RACES for chickens have become a popular diversion at Gig Harbor, Wash. In the picture above, the coops have been opened at the signal of the start-

er's bell and a pair of three-month-old racing roosters are getting away to a fast start on their dash down the 100-yard track.

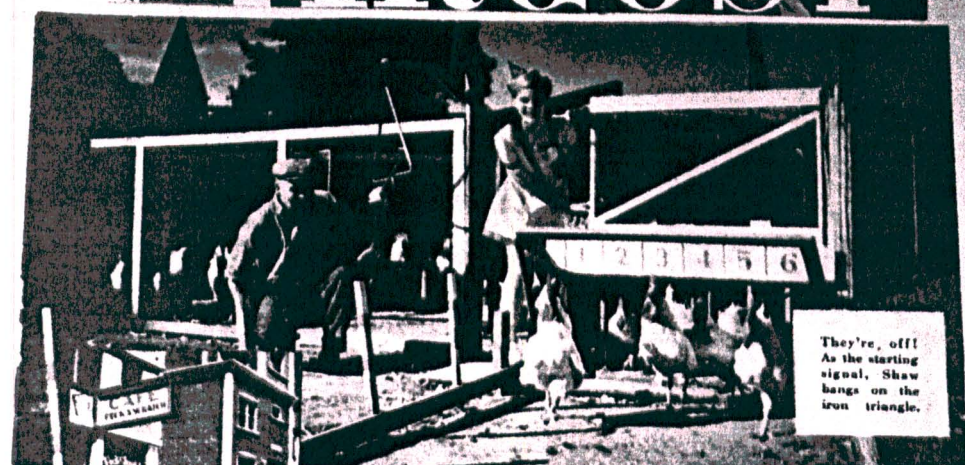


The

Here's a town where the males really rule the roost. It is Roosterville, a strange village built by Clarence E. Shaw, a Gig Harbor, Washington, artist, to show off his racing cocks. Mr. Shaw is seated in the alley between Roosterville's leading market and restaurant. Beyond the grocery is Bill Comb's barbershop, where the quartet gathers at sunup

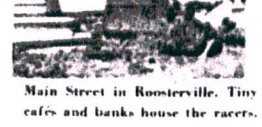
5025
1945

ARGOSY



They're off!
As the starting
signal, Shaw
hangs on the
iron triangle.

ROOSTER DERBY



Main Street in Roosterville. Tiny
cafes and banks house the racetrack.

IN the Puget Sound hamlet of Gig Harbor, Washington, stocky, bald-pated Clarence E. Shaw strode onto the clipped infield of his own race track. He whipped off his check-

ered cap and, in the manner of a circus barker, spied.

"First race . . . The ONE, the onl-E-E-E, the world's pre-E-MEEH rooster derby!"

A minute later, five wattle-flapping Leghorn roosters broke with the trained perfection of a Whirlaway when the gate was sprung. They were off! Remember, they're roosters. Chickens Sunday dinners-on-the-hoof. But leaning professionally into the turn, they pegged down the backstretch. They bobbed across the finish line. First one, victoriously. Then another. Then two more. Then the last lounded to a dejected walk.

In the bleachers a hundred-odd spectators panted with laughter. And paid off. Although Shaw never bets on his own bangtails, probably thousands of dollars have changed hands on the Leghorns' bobbing combs. Appropriately, wagers are in chick-

en-feed size—a dime to fifty cents—and spectators make up their own pools, with Shaw scraping together prize money from fees spotted on individual bangtails by Gig Harbor merchants. These fantastic turf battles have been waged every fair-weather Sunday and holiday since 1936, when 57-year-old Shaw staged the first with seven old fugitives from the stew pot. Shaw, ex-traveling man and Gig Harbor's only sign painter, had trained them on a raw hunch that roosters could be schooled to run a set track in a decent, law-abiding manner.

Since then he has trained more than fifty racers, starting them as chicks which he buys for fifteen cents each. At a few weeks old they learn to run down the track to the feed box and by the time they're half-grown cockerels, they are well-trained racers. Roosterville, as Shaw calls his chicken town, has become Gig Harbor's major attraction, overshadowing even the vacation allure of its sleepy fishing-village atmosphere.

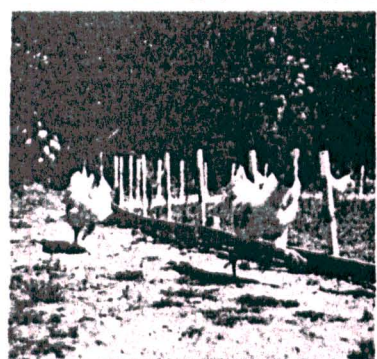
Only once has Shaw rued his roosters. That was when a friend shamed him into making his first—and only—bet. But halfway around the track, his favorite deserted in favor of a corn can over the fence. "The crowd howled," Shaw recalls. "And I howled too. I had two dollars on him."

By V. H. Jorgenson, Jr.

Around the turn! They know all the tricks of bumping, tripping as well as any jockey.

These teammates won't fight each other, but war if rivals show up!

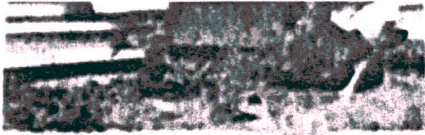
Down the home stretch. Now, as reward, they'll be diners instead of dinners.



AMERICA'S FOREMOST FICTION . . .

Argosy

Jan. 1945



Main Street in Roosterville. Tiny cafés and banks house the racers.

IN the Puget Sound hamlet of Gig Harbor, Washington, stocky, bald-pated Clarence E. Shaw strode onto the clipped infield of his own race track. He whipped off his check-

ered cap and, in the manner of a circus barker, spied:

"First race . . . The ONE, the onl-E-E-E, the world's pre-E-MEER rooster derby! . . . A might-E-EE contest of feathered bangtails . . . They run for fun!"

A minute later, five wattle-flapping Leghorn roosters broke with the trained perfection of a Whirlaway when the gate was sprung. They were off! Remember, they're roosters. Chickens. Sunday dinners-on-the-hoof. But leaning professionally into the turn, they pegged down the backstretch. They bobbed across the finish line. First one, victoriously. Then another. Then two more. Then the last jounced to a dejected walk.

In the bleachers a hundred-odd spectators panted with laughter. And paid off. Although Shaw never bets on his own bangtails, probably thousands of dollars have changed hands on the Leghorns' bobbing combs. Appropriately, wagers are in chick-

en-feed size—a dime to fifty cents—and spectators make up their own pools, with Shaw scraping together prize money from fees spotted on individual bangtails by Gig Harbor merchants.

These fantastic turf battles have been waged every fair-weather Sunday and holiday since 1936, when 57-year-old Shaw staged the first with seven old fugitives from the stew pot. Shaw, ex-traveling man and Gig Harbor's only sign painter, had trained them on a raw hunch that roosters could be schooled to run a set track in a decent, law-abiding manner.

Since then he has trained more than fifty racers, starting them as chicks which he buys for fifteen cents each. At a few weeks old they learn to run down the track to the feed box and by the time they're half-grown cockerels, they are well-trained racers. Roosterville, as Shaw calls his chicken town, has become Gig Harbor's major attraction, overshadowing even the vacation allure of its sleepy fishing-village atmosphere.

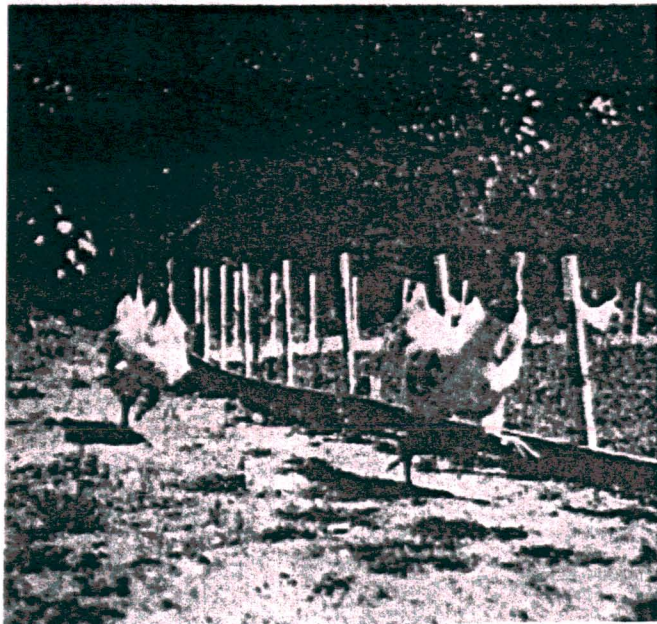
Only once has Shaw rued his roosters. That was when a friend shamed him into making his first—and only—bet. But halfway around the track, his favorite deserted in favor of a corn can over the fence. "The crowd howled," Shaw recalls. "And I howled too. I had two dollars on him."

By V. H. Jorgenson, Jr.

Around the turn! They know all the tricks of bumping, tripping as well as any jockey.

These teammates won't fight each other, but woe if rivals show up!

Down the home stretch. Now, as reward, they'll be diners instead of dinners.



1948 Program REGATTA

WASHINGTON STATE CHAMPIONSHIP

OUTBOARD RACES

GIG HARBOR, WASHINGTON

Saturday - JUNE 26-27 - Sunday

Presented By
GIG HARBOR BOAT CLUB, INC.

Sanctioned By

PACIFIC OUTBOARD MOTOR ASSN.

Sponsored by Posts of

VETERANS
of
FOREIGN WARS

AMERICAN
LEGION

DISABLED
AMERICAN
VETERANS

ALSO EXHIBITION RACING WORLD FAMOUS ROOSTER DERBY

SHAW'S 36 RACING ROOSTERS

SEE INSIDE FOR PARTICULARS

TICKET PRIZE DRAWINGS

First—ONE DEEP FREEZER

Given by SEARS, ROEBUCK and CO.—5 Big Stores at Seattle, Tacoma and Bremerton

Second—ONE TWELVE-FOOT BOAT

Given by GIG HARBOR BOAT CLUB

**Third—TWENTY PRIVATE LESSONS
in Ballroom Dancing**

Instruction by glamorous and talented experts,
ARTHUR MURRAY SCHOOL of BALLROOM DANCING—Studios
in Seattle, Tacoma, Bremerton and Spokane.

(Full Prize Instruction Inside)



KEEP UP WITH THE WORLD

By Freling Foster

A flock of roosters on the West Coast have been trained to race over a "rooster track" and their contests often draw hundreds of spectators. As these birds go from their pens to the post, and start at the sound of a gong without assistance or visible incentive, they are believed to be the only animals that race without being ridden, prodded or induced to chase a mechanical device.—By C. E. Shaw, Gig Harbor, Washington.

After their evening meal, many Oriental people inhale their favorite perfumes and finger pieces of fine silks in the belief that these added pleasures induce a contentment which is highly beneficial to digestion.—By Luetta Ch'en, Cambridge, Massachusetts.

Helium is one liquid that has been made to appear to defy the law of gravity. When cooled to 4.2 degrees above absolute zero in a transparent Dewar vessel, helium

JOSEPH N. SCHENCK
Chairman of the Board



TWENTIETH CENTURY-FOX FILM CORPORATION

HEAD OFFICE 444 WEST 56TH STREET, NEW YORK
BRANCHES IN ALL PRINCIPAL CITIES OF THE WORLD

2316 SECOND AVENUE
SEATTLE, WASH. July 2, 1938.
TELEPHONE ELLIOT 7818

NEWS
REEL

Mr. C. E. Shaw
Box 63
Gig Harbor, Wn.

Dear Mr. Shaw:

As my schedule now shapes up I believe
it best that I come over on wednesday, July 6th to
make the scenes we arranged for.

Have not thought of any thing more to add, other
than what we talked over. Personally, I believe that
your ideas are pretty swell along these lines, so
if we just go ahead I know that every thing will
be alright.

I might suggest that if you have a light truck
that we could use for a camera stand in order to
secure high shots of the roosters racing, it would
be well to have it on hand. If not, and you have time,
a stand about four feet square and four feet high
could be built and I will reimburse you for it. It
should be strong and steady.

With best regards, I am

Very truly yours,

Chalmer D. Sinkov

Chalmer D. Sinkov

9/5/38

S WARNS IT

His Racing Roosters on U.S. Network



Above is Clarence E. Shaw of Gig Harbor, and two peninsula girls holding two of Mr. Shaw's champion racing roosters. Mr. Shaw left Saturday night for New York with six of his racers, having been invited to appear on a national radio network program devoted to unusual hobbies. The girls in the picture are Max Havas Challenger (left), holding "Dash," and Ella May Memann holding "Dot."

Gig Harbor Man Off to New York to Appear on Hobby Lobby Program

The eyes of spectators at New York Radio City, broadcasting Monday, will see and hear today evening the first of seven Clarence E. Shaw of Gig Harbor, Wash., racers, three of his champions, which about a mile and a half track in front of the audience and best of all, the roosters. And who

Mr. Shaw left Saturday night, sitting himself comfortably in a sleeping car after making sure that six of his best racing roosters were well cared for in the baggage car. All expenses are being paid by the Dave Elm in Hobby Lobby sponsors and the trip is being made entirely unaided by Mr. Shaw, who began his rooster racing hobby four years ago, and who has attained national prominence with it.

Some months ago Dave Elmman began corresponding with me, having been told about my hobby by a friend," Mr. Shaw said Saturday, just before his departure. "We wrote back and forth several times, and my trip at this time is the result."

Mr. Shaw explained that he is taking care with his "clip re-

Col. Shaw Gives National Broadcast

Gig Harbor and vicinity was at the radio station last Wednesday evening at 8:00, and Col. E. Shaw was at the table in Madison Square Garden, New York, discussing two rooster races over a national wide hook-up.

From all accounts several United Statesmen attended the show at Madison Square Garden.

The broadcast which came on the "Hobby Lobby Hour", came over fine. The racing roosters, two in number, did their stuff in their usual satisfactory manner.

During the day two telegrams were sent Col. Shaw, from Gig Harbor friends.

Col. Shaw has the sincere thanks and congratulations of many Peninsula friends for putting Gig Harbor and this district on the map.

The day before the races the editor received the following message from the Colonel.

Dear Friend Trombley:

The roosters are "roosting high". They are up on the 84th floor of the Shelton Hotel.

This has been a wonderful trip. When one has seen New York, they can never expect any other to equal it.

Wish me luck! I need it.
Shaw

Roosters On Network

Gig Harbor May on N. B. C. With Unusual Hobby

(Continued From Page One)

"Racing rooster hobby from my boyhood days when I used to watch my mother call the chickens to their feed by pounding on the bottom of a pan," explained Mr. Shaw. "They used to tear across the field and I would bet with myself as to which one would get there first." A hell to excite the birds is one of the features now used by Mr. Shaw in his racing.

The roosters trained for racing

C. E. Shaw on "Hobby Lobby" Hour.

Our townsman, C. E. Shaw, of national racing rooster fame, and we mean just that, left on Saturday at noon for New York, accompanied by five of his racers, where he will be a feature on the "Hobby Lobby" hour, over a nation wide hook-up. The program will be heard at 5 p. m. Pacific Coast time on December 14. This feature will put Gig Harbor on the national map in no uncertain manner.

Mr. Shaw will leave for home on the 15th, and may visit friends in the middle west before returning.

John Naptha Soap Works

SPONSOR OF

Hobby Lobby Hobby

Present this award of merit to

C. L. Allen

for an outstanding performance on the HOBBY LOBBY

Radio Program of *December 17, 1938*

April 4, 39

Alvin Brown

Radio and Recording Manager of John A. Co. Station of
John Naptha Soap Works

President of Hobby Lobby

NEW YORK SUNDAY TIMES

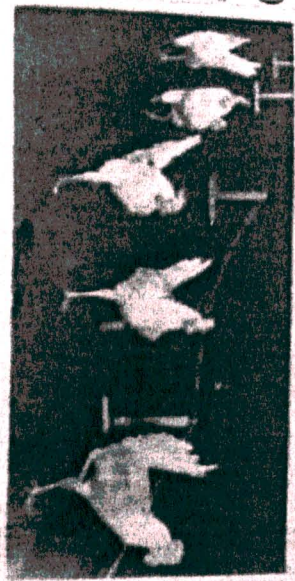
WORKING OUT FOR BIG RACE AT GARDEN

ALL COCKEYED

Camera Men Start Firing the Track in Chatterbox

RETAILER'S FEATHERS FALL

Power a Jockey Must to Allow the Rooster's Share to a Game



Roosters being through the race, which is being watched by thousands of spectators.

The rooster race is a game of chance, and the jockey must be able to control the rooster's movements. The rooster is a game bird, and the jockey must be able to control its movements. The rooster is a game bird, and the jockey must be able to control its movements. The rooster is a game bird, and the jockey must be able to control its movements.

Listening In

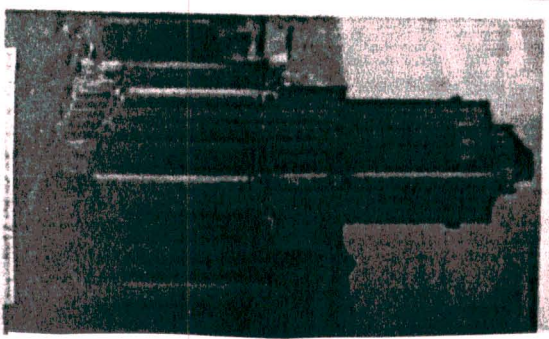
The rooster race is a game of chance, and the jockey must be able to control the rooster's movements. The rooster is a game bird, and the jockey must be able to control its movements. The rooster is a game bird, and the jockey must be able to control its movements.



ROOSTER RACE

Fast B. Racing Rooster, which is being watched by thousands of spectators.

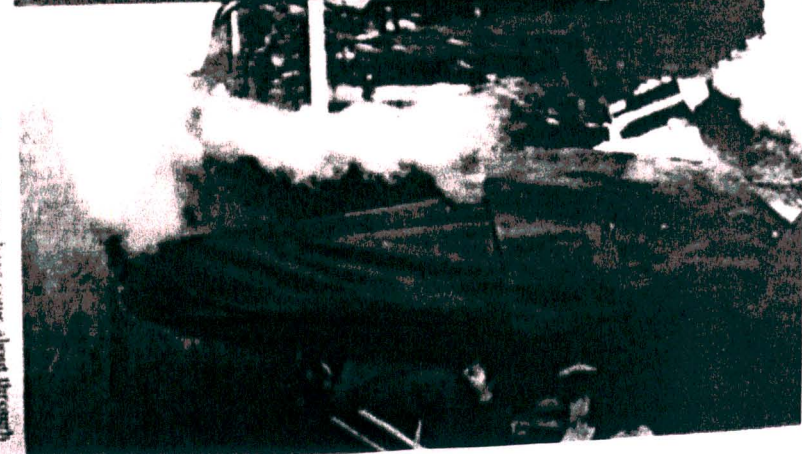
The hotel where I stayed while in New York City. From 1053 - Dec. 6th to Dec 17th. Rooster kept in court on 34th floor.



WHAT'S YOUR HOBBY?

HOBBY TOBACCO HANDICAP RACING ROOSTERS

It's time to get your rooster, jockey and betting slip. Handicap racing roosters. Handicap racing roosters. Handicap racing roosters.



As I have a young son who is very fond of roosters, I have been thinking about starting a rooster race. The rooster is a game bird, and the jockey must be able to control its movements. The rooster is a game bird, and the jockey must be able to control its movements. The rooster is a game bird, and the jockey must be able to control its movements.

Some sort of game, I suppose? Well, it is. Nothing better than a rooster race. The rooster is a game bird, and the jockey must be able to control its movements. The rooster is a game bird, and the jockey must be able to control its movements. The rooster is a game bird, and the jockey must be able to control its movements.

Photo "Maxxine" - April 1959.

Seattle Times

ROOSTERS PUT ON 'CROWMATIC' SPECTACLE



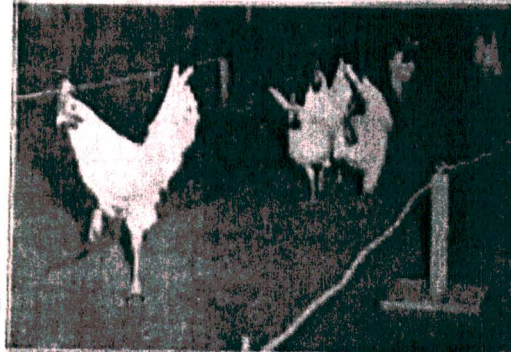
IN NEW YORK A rooster derby in Madison Square Garden's main hall. It was broadcast over Radio News, which was given special permission to broadcast the show. The birds were seen in several positions, getting up and down, and so it seemed the show of the roosters through their own free will, which took place twice in the arena. (Associated Press)

Handwritten notes: Dec 19, 1936



ROOSTER RACE. This is the first rooster race ever held in the city. It was held at the Madison Square Garden, and the winner was a rooster named 'The Champion'.

ST. LOUIS, MO., WEDNESDAY, DECEMBER 10, 1936



ROOSTER RACE. This is the first rooster race ever held in the city. It was held at the Madison Square Garden, and the winner was a rooster named 'The Champion'.

TUESDAY, NOVEMBER 14, 1939 PAGE 4-A

RACING ROOSTERS GET BIG HAND FROM SPORTSMEN ON WEST COAST

By JACK R. BUSHWICK

San Antonio, Nov. 14.—(AP)—Every fall the racing rooster business with its thousands of sportsmen and its millions of dollars in bets is one of the most important parts of the sporting life of the West Coast.

The thousands of sportsmen who flock to the races are not only interested in the sport but also in the money that is made from it.

The rooster business is a big one in the West Coast. It is one of the most important parts of the sporting life of the West Coast.

The rooster business is a big one in the West Coast. It is one of the most important parts of the sporting life of the West Coast.

The rooster business is a big one in the West Coast. It is one of the most important parts of the sporting life of the West Coast.

The rooster business is a big one in the West Coast. It is one of the most important parts of the sporting life of the West Coast.

The rooster business is a big one in the West Coast. It is one of the most important parts of the sporting life of the West Coast.

The rooster business is a big one in the West Coast. It is one of the most important parts of the sporting life of the West Coast.

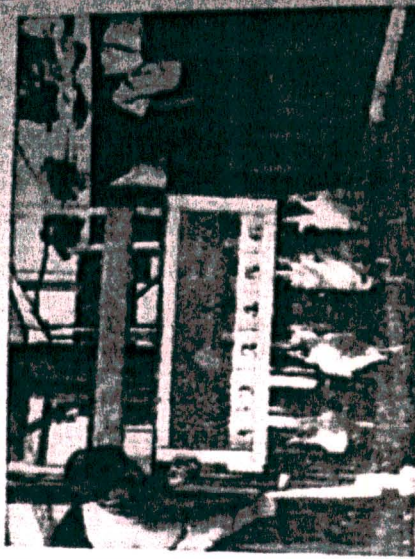
The rooster business is a big one in the West Coast. It is one of the most important parts of the sporting life of the West Coast.

The rooster business is a big one in the West Coast. It is one of the most important parts of the sporting life of the West Coast.

The rooster business is a big one in the West Coast. It is one of the most important parts of the sporting life of the West Coast.

The rooster business is a big one in the West Coast. It is one of the most important parts of the sporting life of the West Coast.

The rooster business is a big one in the West Coast. It is one of the most important parts of the sporting life of the West Coast.



Turned by even they have learned to spread along the finish line six white hoppers break from the starting cage at 6:12. Motion picture camera.



Round the turn, they head at top speed for the finish. The rooster runs with a stiff-legged motion, make no attempt to fly.

13th champion, 1st, a white leg-horn that runs with a swinging, stiff-legged gait. In addition to the title, Dot will be mayor of "Roosterville" and live in a private little cottage and own a private rooster derby. The rooster starts slowly, picks up his momentum as they head up the track.

The rooster starts slowly, picks up his momentum as they head up the track.

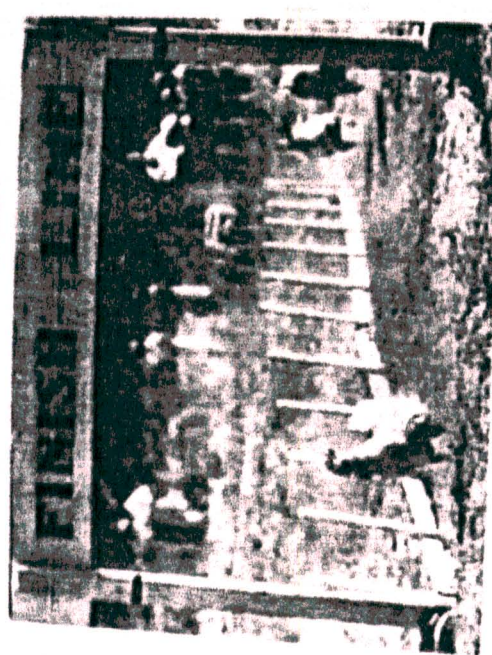
People's Press

CHICAGO

Saturday, September 6, 1937

'N. Y. MILL'

Now He'll Croak!



THE WINNERS: Keep right up, ladies and gentlemen, and meet the winning rooster, *Tracy*, owned and trained by C. E. Shaw, as he strikes over the finish line 20 lengths ahead of his competitors in the third annual championship race at the Shaw track, in Gage Harbor, Wis. He traveled the course of 100 yards in 16 1/2 seconds. These feathered champions are said to be the world's only racing roosters. He really has something to crow about now.

Dizzy Wins Cock Derby

Shaw's Rooster New Champion of Gage Harbor Racers

GAGE HARBOR, Wis., Sept. 5.—Dizzy, a white leg-horn, won the third annual championship race at the Shaw track, in Gage Harbor, Wis., today. He traveled the course of 100 yards in 16 1/2 seconds.

The race was the last of the season. It was held at the Shaw track, in Gage Harbor, Wis. The winner, Dizzy, was owned and trained by C. E. Shaw.

The race was the last of the season. It was held at the Shaw track, in Gage Harbor, Wis. The winner, Dizzy, was owned and trained by C. E. Shaw.

The race was the last of the season. It was held at the Shaw track, in Gage Harbor, Wis. The winner, Dizzy, was owned and trained by C. E. Shaw.

The race was the last of the season. It was held at the Shaw track, in Gage Harbor, Wis. The winner, Dizzy, was owned and trained by C. E. Shaw.

The race was the last of the season. It was held at the Shaw track, in Gage Harbor, Wis. The winner, Dizzy, was owned and trained by C. E. Shaw.

The race was the last of the season. It was held at the Shaw track, in Gage Harbor, Wis. The winner, Dizzy, was owned and trained by C. E. Shaw.

Latest Is Rooster Race

First we had horse races, then dog races, things, rooster races. Started as a prank, the rooster race has now become a serious business. The latest rooster race was held at the Shaw track, in Gage Harbor, Wis. The winner, Dizzy, was owned and trained by C. E. Shaw. The race was the last of the season. It was held at the Shaw track, in Gage Harbor, Wis. The winner, Dizzy, was owned and trained by C. E. Shaw.

White Leghorn Wins Rooster Race by Beak

Long Haddock, Wash., Aug. 2.—A white Leghorn rooster, owned by a Shaw of Long Haddock, won the fourth annual race of the world's championship for fast roosters. A full crowd of 15,000 people gathered around the track in the morning, looking around a fast, eight-year-old rooster, the White Leghorn, owned by a Shaw of Long Haddock, who had a white Leghorn cockerel, and a white Leghorn hen, in the race. The rooster, named "White Leghorn," won the race by a margin of 10 seconds. The race was held at the Long Haddock track, near the city of Long Haddock, Wash. The race was held on Aug. 2, and the winner was the White Leghorn, owned by a Shaw of Long Haddock.

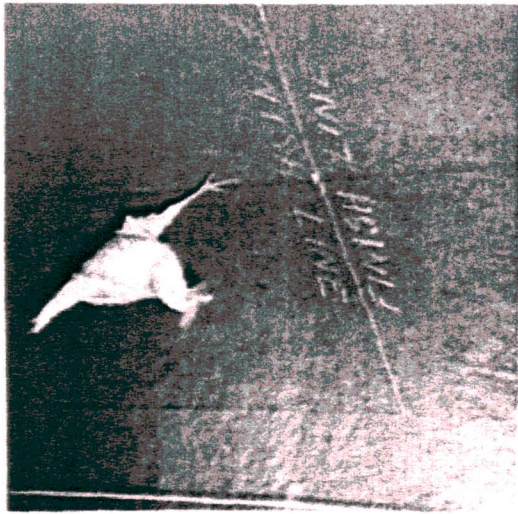
White Leghorn Wins World Rooster Race

Long Haddock, Wash., Aug. 2.—A white Leghorn rooster, owned by a Shaw of Long Haddock, won the fourth annual race of the world's championship for fast roosters. The rooster, named "White Leghorn," won the race by a margin of 10 seconds. The race was held at the Long Haddock track, near the city of Long Haddock, Wash. The race was held on Aug. 2, and the winner was the White Leghorn, owned by a Shaw of Long Haddock.

See the girls' ball game between the team and the nurses, Saturday, Aug. 2, at the track of the Hotel. Motor Co. They will knock your eyes out.

Governor Martin recently proclaimed December 14 as Holly Day for our state and considering all things we are certainly getting a lot of national publicity thanks to Mr. Fox and other Holly growers and Mr. C. H. Shaw, our racing rooster trainer.

We should now consider Long Harbor the Holly capital of the U. S.



Read

Denver Post 8/7/38

The junior championship event at intervals. The winner of the junior championship event was the White Leghorn, owned by a Shaw of Long Haddock. The race was held at the Long Haddock track, near the city of Long Haddock, Wash. The race was held on Aug. 2, and the winner was the White Leghorn, owned by a Shaw of Long Haddock.

Cig Harbor's World Famous Racing Roosters

Long Harbor is now recognized as the originator, who has the right to copyright the name of the rooster. The copyright is now in the hands of the Long Harbor Rooster Race Association. The association has the right to copyright the name of the rooster. The association has the right to copyright the name of the rooster. The association has the right to copyright the name of the rooster.

It would be hard to estimate the advertising value of such publicity and no amount of money could buy it. The different libraries here that they have been exhibited everywhere to friends and relatives. Reports have come from the United States alone have seen and heard of Cig Harbor and its roosters. It is estimated that fifty million people in the United States alone have seen the different news reel companies by the showing of these pictures by the Fox Theatre in Cig Harbor last Friday and Saturday. News Reel was an exhibition at the Fox Theatre in Cig Harbor. The motion picture of the rooster racing the racing of roosters with, but the race was not a success. The race was not a success. The race was not a success. The race was not a success.

Detroit News

10/29/39

Racing Roosters

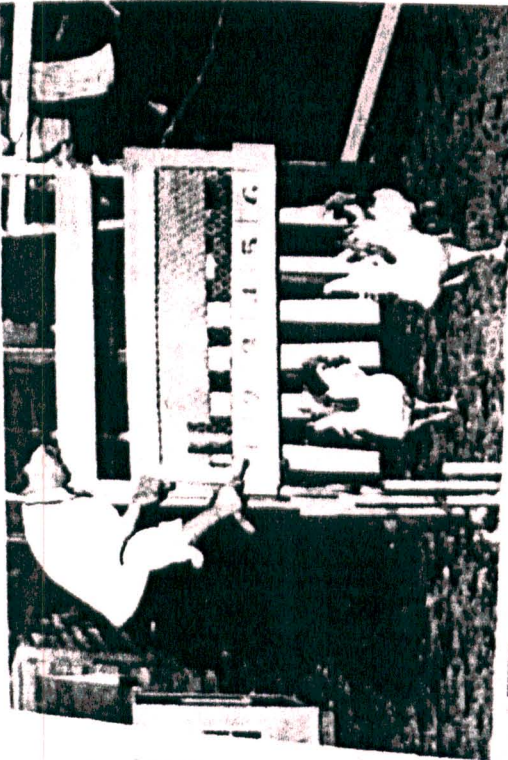
1. The first of the season's rooster races was held at the...
 2. The first of the season's rooster races was held at the...
 3. The first of the season's rooster races was held at the...



Shewan and the champion rooster of all times, Ober, sitting in the steeple of a church which is Shewan's latest addition to the village.

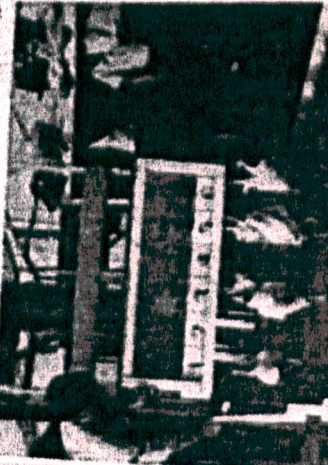


Here is a general view of the main street of Wadesville, with a number of the large houses. Showing they still know how to stretch for a living when not racing.



The first of the season's rooster races was held at the...

Gig Harbor Gets Up Business With Drumsticks As Lithe, Pampered Roosters Compete in Derby



Lured by rum they have learned to spread along the finish line. While spectators break from the starting ropes at Gig Harbor's annual rooster derby.



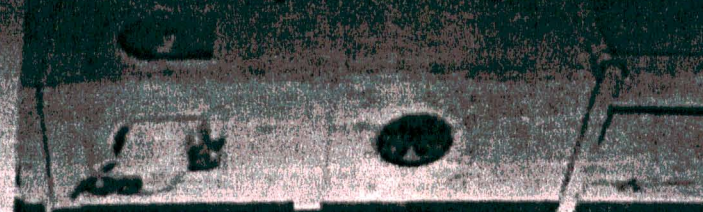
Roundup the fact, the head at top speed for the earth-swept finish line. The rooster's run with a stiffened bottom makes no attempt to fly.

By JACOB B. BARNES
 GIG HARBOR, Wash., Nov. 4.—(AP)—The first of the season's rooster races was held at the Gig Harbor derby today. The roosters, which are pampered and lathered with oil, competed in a race that is as much a spectacle as a contest. The race was won by a rooster named "The Champ," owned by a local farmer. The race was held at the Gig Harbor track, which is a popular spot for the annual derby. The roosters are trained by local farmers and are known for their speed and agility. The race is a popular event in the community and attracts a large crowd of spectators.

The champion of the Gig Harbor derby is a rooster named "The Champ." He is a white rooster with a black comb and wattle. He is owned by a local farmer and is known for his speed and agility. He has won several races and is considered the champion of the Gig Harbor derby. The rooster is trained by a local farmer and is known for his speed and agility. He has won several races and is considered the champion of the Gig Harbor derby.

Get the facts
 6-10-39
 11/10/39

TEND: A SECTION



Magd the Cherry
 Champion rooster of all the...
 Magd the Cherry is a white rooster with a black comb and wattle. He is owned by a local farmer and is known for his speed and agility. He has won several races and is considered the champion of the Gig Harbor derby.

A Look at Washington

2/11/40

OLD SOL

DISPLAYED ITS
POWERS AT SMITH
COVE, SEATTLE, AUG.
1939, THE TRACKS OF
THE GREAT NORTHERN
RAILWAY WERE TWISTED
OUT OF SHAPE BY THE
SUN'S INTENSE HEAT.



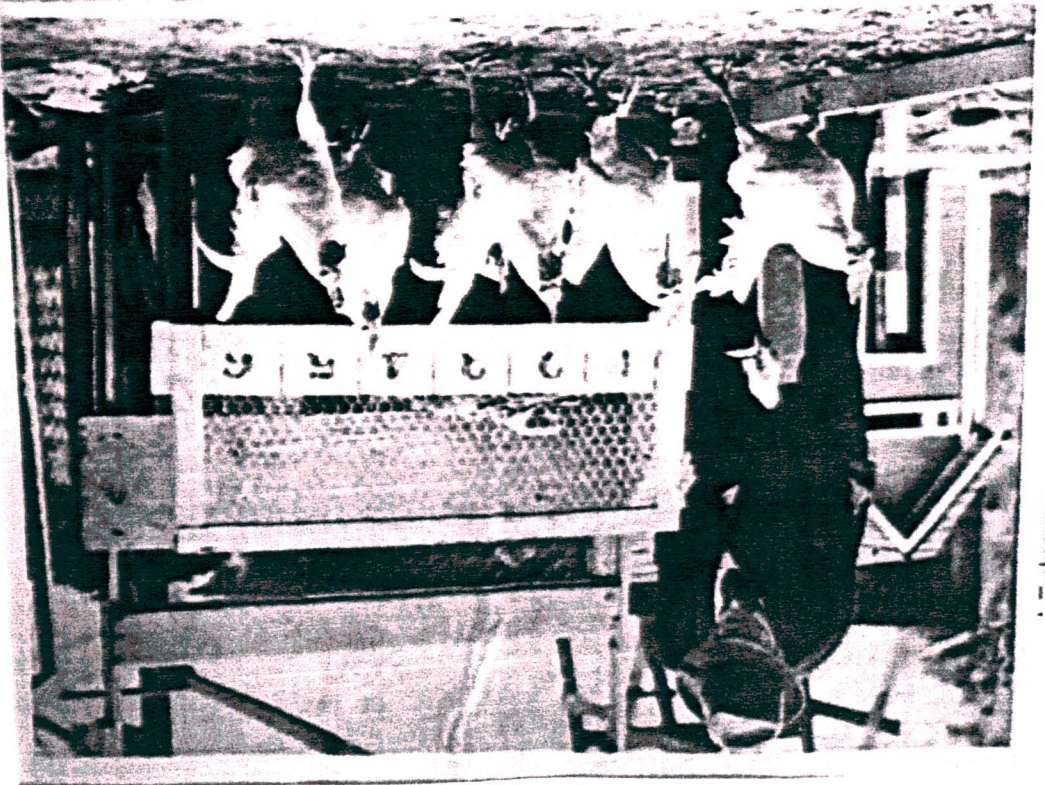
THERE IS
ALWAYS SOME
THING NEW UNDER
THE SUN!!!
ROOSTER RACES
AT GIG HARBOR
INITIATED BY C.E. SHAW
WHO FROM A HOBBY HAS
BECOME SORT OF A NATIONAL
FIGURE IN THE CHICKEN WORLD. HIS
ROOSTERS HAVE RACED IN MADISON SQUARE GARDEN
AND ARE BEING TRAINED TO SPEAK AND COUNT TO TEN.

NARCISSA PRENTISS WHITMAN
WAS THE FIRST WOMAN TO TEACH SCHOOL
WEST OF THE ROCKIES. SHE OPENED HER
FIRST SCHOOL AT WALLATPU, DEC. 10, 1836.



THE INDIANAPOLIS SUNDAY STAR, DECEMBER 3, 1939.

ROOSTER RACERS—C. E. Shaw of Gig Harbor, Wash., with some of his speedy roosters. The race track is 80 yards long. (Bernard L. Kobel photo.)



BOMB SPA

Rooster Derby Prize Winners!



There are prize winners holding prize winners in the picture above. At the right is pretty Garnet West of Gig Harbor, winner of the bathing beauty contest at the annual Gig Harbor rooster-racing derby, held Sunday, holding Blue Streak, the grand champion rooster racer. At the left, the attractive blonde is Jane Shaw, second in the bathing beauty contest, holding Strutting Duster, second prize winner in the rooster race.

THE TACOMA NEWS

TACOMA, WASH., MONDAY, AUGUST 8, 1938

DOT KILLS

Racing Roosters Provide Thrills



Calaveras county, California, can have its frog-jumping contests, and other sections of the United States their features that attract wide attention, but it is up to Gig Harbor to put on the only rooster race held in this country. And these chickens run! There were more grins and chuckles in the annual race, held at Gig Harbor Saturday afternoon, than in many a big-league event.

The upper photo shows the start of the rooster race. The dark bird is a Rhode Island Red, strong at the start but weak on the finish. In the lead, Dot, the winner, owned by C. E. Shaw of Gig Harbor, covered the course of 80 yards in 15 seconds.

The group shows Mrs. David Challender, left, with Dash, winner in the special event, and C. E. Shaw, trainer of racing roosters. Dot, world's champion, is held by Ella May Memann, of Burley, at the right.

Dot Wins Cock Race

Takes 1938 World Rooster Derby Championship

GIG HARBOR, Aug. 6.—Dot, little white leghorn rooster owned by C. E. Shaw of Gig Harbor stepped off 80 yards in 15 seconds on the Shaw rooster course this afternoon before 500 cheering spectators to win the 1938 world rooster racing championship. It was the fourth annual running of the poultry classic established by Shaw as an avocation.

Dash, William Stonecher's entry, won second and Hamilton, a red minorca owned by J. C. Hamilton of Wauna, was third.

In the junior race a white cockerel, Hy-lu-hee-hee, owned by Walt Mosher was first in 21 seconds; Bert Reynold's No. 2, was second.

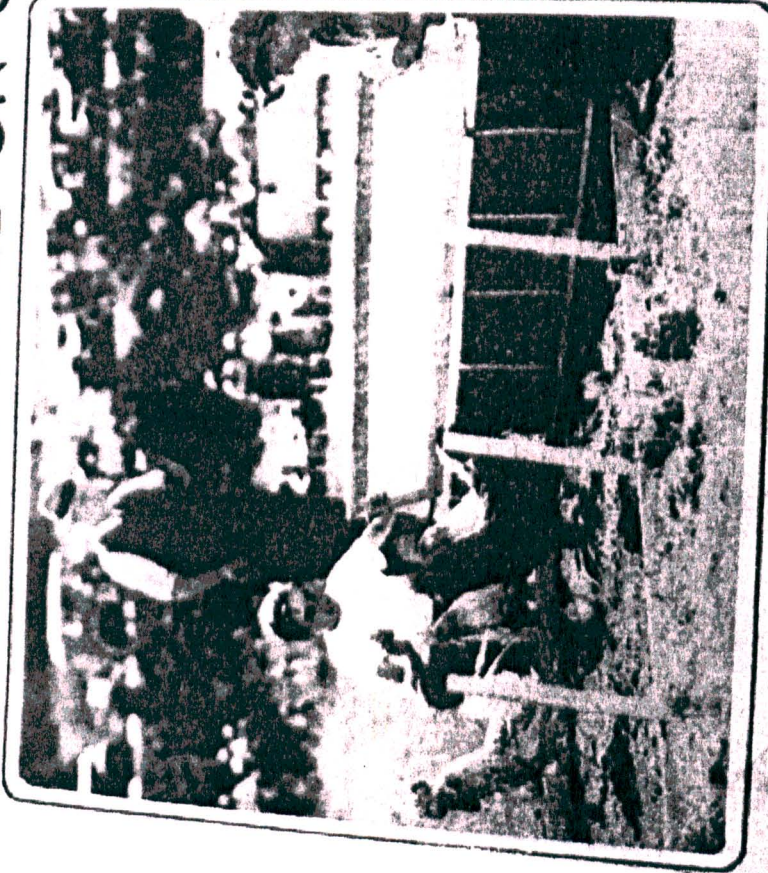
The rooster races were carried out in a carnival spirit with the Gig Harbor band and the local Veterans of Foreign Wars' drum corps furnishing the music.

The entries have been trained by their owners for weeks to run over a set course. The unique races have created widespread interest and, as far as Shaw has been able to find out, his rooster races are the only ones run in the world.

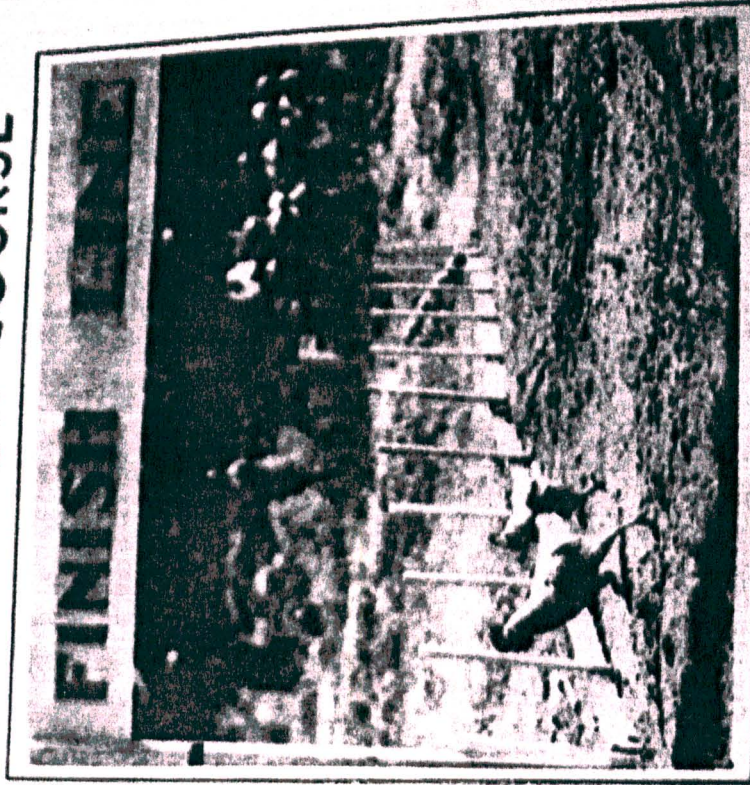
TNT
8/8/38

Seattle Times
1937

ROOSTERS RACE ON GIG HARBOR COURSE



RACING ROOSTERS AT THE POST
Gig Harbor racing roosters are trained to run without strings attached or benefit of shooting. Here, the start of a speed duel between Duster, J. L., Dizzy and brown Bill Sloneker.



RACING ROOSTERS AT THE FINISH

Racing rooster Dash wins by comb and bill in a special race against Dot on the Gig Harbor course. Good time for a rooster around the 100-yard track is 18.5 seconds.



WINNER BY 20 LENGTHS:

Dizzy, a rooster owned and trained by C. E. Shaw, finishes first in the third annual championship race at the Shaw track in Gig Harbor, Wash., traveling the 100 yards in 16 $\frac{3}{4}$ seconds. Lengths behind are second and third place winners. The birds are said to be the world's only racing roosters.

SPOKESMAN-REVIEW, SPOKANE, WASH.

FRIDAY MORNING, AUGUST 27, 1937.

FOWLS FOULED IN GIG HARBOR ROOSTER DERBY

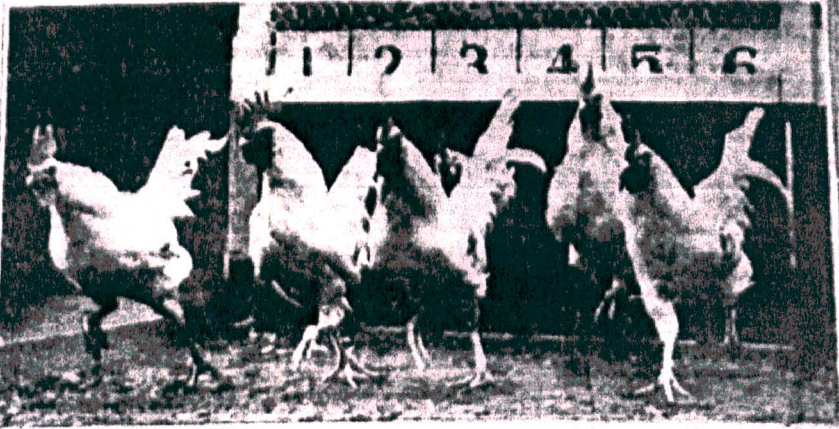
Chickens Egged On by Cow Bell After Some Practical Joker Throws Feed Onto Track

By DOUG WELCH

The fourth race in the first heat of the Gig Harbor Rooster Derby, which began to its whirl at last week's afternoon when a practical joker tossed a handful of feed onto the track just as the fowls were about to start, was the first and noisiest of the series.

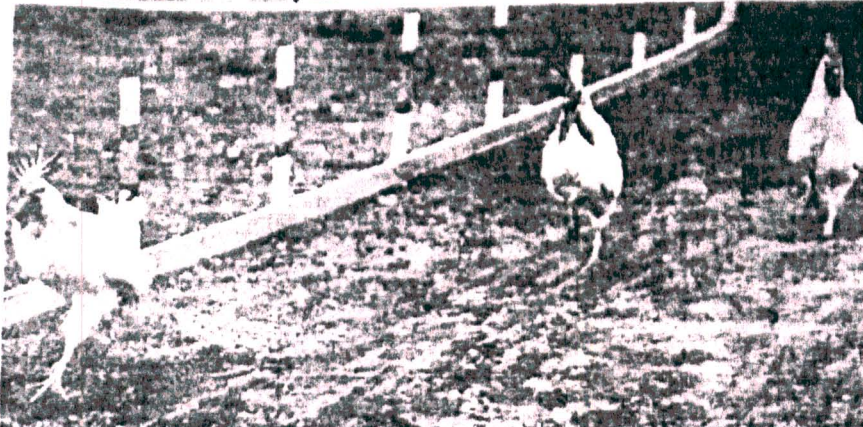
The feeding, however, promptly resulted in a string of eggs and one rooster, who, being fed with screaming fowls. Not until two officials brought an order.

THEY'RE OFF TO THE RACES



THEY'RE OFF!—Tearing out of the paddock at the Rooster Derby at Gig Harbor are the fast-stepping leghorns. Before

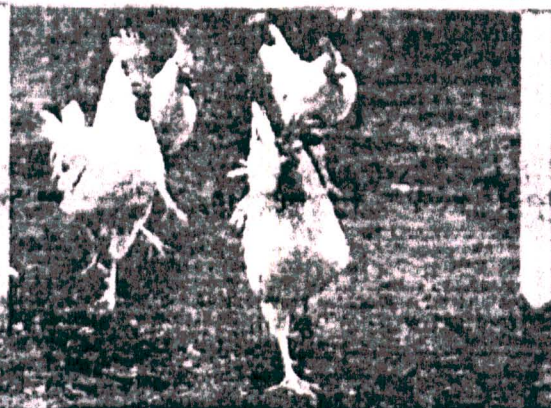
them lies an eighty-yard track, the finish line—and food! This was the start of the second race yesterday.



IN THE STRETCH!—While spectators hold their breath, the racing fowl close in for the finish. Dot, who holds the world champion title, was once clocked at fifteen

seconds over this distance. You can't depend on any rooster's performance, however. There was little betting.

FINISH LINE



THE WINNER!—Just who he is will provide a nice little dispute for spectators, officials. The birds were numbered, but at the finish line they bunch up—wait for one another. No sense of competition. They like company.

—Prizees by Post-Intelligencer Staff Photographers

seconds over this distance. You can't depend on any rooster's performance, however. There was little betting.

The fourth race in the first heat of the Gig Harbor Rooster Derby, which began to its whirl at last week's afternoon when a practical joker tossed a handful of feed onto the track just as the fowls were about to start, was the first and noisiest of the series.

PAUSE FOR LUNCH

In the third race, too, Hoops-a-book, who was slow at the starting gate, jumped the other fowls, crossed the field, hopped over the fence, ran into the ditch, and came in all over again. In this same race, Fleetfoot, with a force lead, stopped to pick up an insect, and lost about five yards. The other roosters, however, turned around to see what Fleetfoot had done, he overtook and passed them, without effort. The third race provided considerable official discomfiture.

Unfortunately, there were no money judges as there were spectators, and there was no unanimity of opinion whatever. To make it worse, the roosters were numbered somewhat illegibly. Maybe Fleetfoot won and maybe he didn't, but Hoops-a-book certainly demonstrated that he was the most intelligent, if not the fastest, entry in that particular heat.

The fourth race in the first heat of the Gig Harbor Rooster Derby, which began to its whirl at last week's afternoon when a practical joker tossed a handful of feed onto the track just as the fowls were about to start, was the first and noisiest of the series.

The feeding, however, promptly resulted in a string of eggs and one rooster, who, being fed with screaming fowls. Not until two officials brought an order.

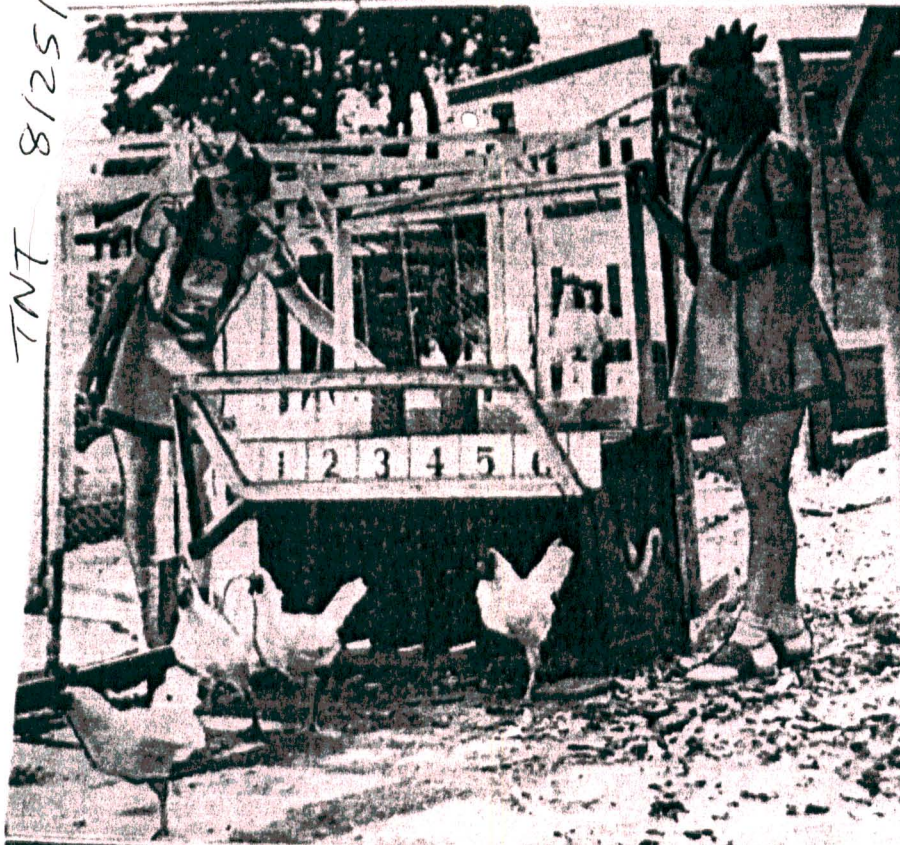
The fourth race in the first heat of the Gig Harbor Rooster Derby, which began to its whirl at last week's afternoon when a practical joker tossed a handful of feed onto the track just as the fowls were about to start, was the first and noisiest of the series.

CIVIC ENTERPRISE

The fourth race in the first heat of the Gig Harbor Rooster Derby, which began to its whirl at last week's afternoon when a practical joker tossed a handful of feed onto the track just as the fowls were about to start, was the first and noisiest of the series.

The fourth race in the first heat of the Gig Harbor Rooster Derby, which began to its whirl at last week's afternoon when a practical joker tossed a handful of feed onto the track just as the fowls were about to start, was the first and noisiest of the series.

The fourth race in the first heat of the Gig Harbor Rooster Derby, which began to its whirl at last week's afternoon when a practical joker tossed a handful of feed onto the track just as the fowls were about to start, was the first and noisiest of the series.



Birds Will Demonstrate New Talent at Morton Soon

GIG HARBOR, Aug. 24.—C. E. Shaw's talented racing roosters have increased their intelligence to the point where they will actually hurdle at the Labor Day celebration opening in Morton Aug. 31.

Shaw won a wide reputation when he first brought out his racing birds a few years ago. Any farmer knows one rooster will

Sail Thro' the Air

—And with the greatest of ease, too, these hurdle hopping racing roosters trained by C. E. Shaw of Gig Harbor. Above are two charming race starters, Miss Beverly Hemley and Miss Jessie Dorsey at the right. Note the girls' fetching comb at Morton's celebration soon.

chase another, especially if the one in front has a worm dangling from its beak, but it took Shaw to teach these birds to line up at a given point and to run for another point with the idea of getting there first. Shaw now has taught his racers to jump hurdles along the way. So far they have resisted lessons in the pole vault, discus throw and shot put.

The roosters train on green food, scratch and a frequent nip of but-

termilk.

Morton promises to give its visitors a good three day show. Apart from rooster racing, there will be tree-fading, high climbing, high lead work, dancing to real hill billy music and songs from down Kentucky and Arkansas way. Programs announcing the event proclaim everyone is welcome except "revenuers," who will be caged with the racing roosters if caught.

RACING ROOSTERS

*Winner Has Something
To Crow About*



PHOTO FINISH—Down the home stretch they "thunder," do these racing roosters of Mr. and Mrs. Clarence Shaw of Gig Harbor, whose hobby is training chickens to race.

—(Picture by Mrs. Chalmers Sinkey.)

Race Track Keeps Their Star Chickens in Trim

Off to the races with the roosters!

That's the unusual and fascinating hobby of Mr. and Mrs. Clarence Shaw of Gig Harbor, near Tacoma—and take it from the populace and tourists, the shaws really have something to crow about.

For the hobby definitely proves that roosters are versatile; that they are not merely limited to crowing at dawn or gracing the Sunday dinner table.

Mrs. Chalmers Sinkey, wife of a Seattle newsreel photographer, visited the "track" last week and what she learned and caught with the camera proved as amazing as it was amusing.

LIKE GREYHOUNDS

"Believe it or not," she says, "these roosters streak around the track like greyhounds. As soon as the door of the starting-box is lifted and a bell tinkles they are off to a flying start. And once a leader gets in front, he stays there—if any of his competitors try to pass him he simply flies at them and fights them back."

Hens, Shaw told Mrs. Sinkey, have no spirit of competition, but roosters will break a leg getting in early.

Shaw has been training roosters

to race and do other stunts for about six years. The roosters, carefully trained from their chickhood days, are housed in a special "hotel," with each having a private room, and it takes about four months to train one to race around a 100-yard track. A real races, he says, can make the 100-yard dash in about seventeen seconds. He has tried out all types of roosters, but finds that White Leghorns are the best. At present he has about two dozen racing or in training.

PART OF HIS HOBBY

The race track is just a part of Shaw's hobby. For he has established nothing less than a little town, which he calls Roosterville. It includes a shopping center and boasts a six-piece band, which is present at all occasions in a special bandwagon.

And as a special attraction between races, there is "Sleepy Eye," who rides a tricycle. It took about two years to convince "Sleepy" that tricycles and roosters go together, but now he's an ace cyclist.

But to top it all, Dot, the champion runner, rides around in a special and private limousine.

And he crows plenty about it.

Birds Set Fast Time

Gig Harbor Rooster Racing Proves Big Success

The world's first exhibition of racing roosters around a circular track was successfully staged recently at Gig Harbor's Third Annual Rooster race. Heretofore the roosters have run a straight course of 40 yards. Saturday's races found them covering 80 yards around a circular track and the first track records were established at that distance.

A fast stepping white leghorn rooster called "Dizzy," owned by C. E. Shaw, was the winner and established the first world's record at 80 yards by a time of 21 seconds. "Duster," last year's racer on the straightaway track and owned by John Finholm, was second with a time of 22 seconds. The pace was rather slow to the halfway post, but on the last 40 yards they used only about eight seconds.

One of the most exciting and amazing races was run by two little four-month old roosters called "Dot" and "Dash," with not a falter or a let-down from the trap to the finish line, these little fellows ran the 80 yards with "Dot" a winner in 18½ seconds and "Dash" in 19 seconds. These little fellows were trained and owned by C. E. Shaw and have been running since they were three weeks out of the shell.

Among the eight-month-old birds which ran alone against time, a long rangy bird called "Greasy" covered the course in 21 seconds, equaling the time made by the winner in the old roosters' title race. With such time being set by these baby roosters this year there are going to be some flying battles in next year's title races.

In the bathing beauty contest, Miss Amy Borgen won first place

World Rooster Derby Is Run at Gig Harbor

Blue Streak Outpaces Strutting Duster in Big Sweepstakes as 1,500 Cheer Birds to Finish Line at Gay Celebration

(Special to Tacoma Ledger)

GIG HARBOR, July 26.—World rooster racing history was made here today as Blue Streak, fleet stepping cockerel flaunting the colors of C. E. Shaw henoops, won by a beak when he outran Strutting Duster of the John Finholm stables, favorite in the second annual world championship derby.

Quivering under the sting of a defeat at the flying feet of Strutting Duster in Saturday's race,

Blue Streak outdid his proud name as he flashed from the starting gate in today's sweepstakes.

Lacks Late Foot

Neck and neck with Strutting Duster at the quarter, Blue Streak had forged a comb and wattle ahead at the half, but Strutting Duster made his gallant bid and was dusting along dangerously until a wing-flop for added speed broke his stream-lining at the

(Continued on Page 3, Column 5)

Blue Streak Outstruts Strutting Duster by a Wattle as 1,500 Spectators Cheer

(By Staff Correspondent)

GIG HARBOR, July 27.—With wattles waving and combs careening, Blue Streak and Strutting Duster, Gig Harbor's prize racing roosters, swept down the track beak-to-beak, in the second annual rooster derby here yesterday, leaving all opposition behind, in a breath-taking race. Blue Streak flashed by the finish line ahead by a feather, defeating the favorite, to a roar of applause from 1,000 throats, more or less.

Blue Streak, suffering from the sting of defeat, Saturday, in a preliminary race, clenched his bill determinedly, when the gun started yesterday's final, and held his own, ruff-to-ruff, with Strutting Duster, increasing his lead to half a length at the three-quarter and almost showing water between as he cleared the finish line, 40 beats

Blue Streak Is Champion Of All World

World Rooster Derby Is Run at Gig Harbor

(Continued from Page One)

three-quarter post. He finished gamely, but lacked enough late foot to beak out Blue Streak, patting along under wraps.

Both birds showed their tail feathers to the rest of the field, while a throng of 1,500 spectators cheered them to the finish line. Steeping Fool ran third. After Sundown was fourth, running all over

the track and true to his name, One After Four trailed for fifth place.

Perfect Race Weather

Cloudless skies and a maximum temperature of 76 degrees made the day perfect for rooster racing on the 40 yard track overlooking Puget Sound, and cooling salt water breezes quickly revived the panting poultry after the race.

The derby was the second annual race run here as part of this community's yearly celebration, which also features bathing beauties, water sports, and other events. The birds were trained by C. E. Shaw, prominent in this community of poultry raising, fishing, fruit

and berry raising and boat building.

Experienced poultrymen were amazed at the evident spirit of competition shown by the trained birds. Efforts to race untrained roosters, hens and guinea fow furnished the crowd much merriment, but the birds ran, walked and flopped in all directions, without regard to the finish line.

Shaw is reticent as to how he trained the "professional" racers, but the derby today convinced hundreds of skeptics who had come to leer.

Gig Harbor's Annual Show Big Success

Winners in Beauty, Other Contests Announced

GIG HARBOR, July 28.—(Special)—In the big community celebration here over the week end, baby Frank Peacock, 7 months old son of Mr. and Mrs. Gilbert Peacock, carried off first honors for prettiest babe under 1 year of age in the baby parade, with little Miss Roxana Phundt, 6 months old daughter of Mr. and Mrs. Cecil Phundt of Olalla, in second place. Prettiest red-headed baby honors went to Helen Ann Slonecker, 9 months old daughter of Mr. and Mrs. William Slonecker, with Arlene Seivertson, first, and June Rortvedt, second, in ages over 1 and under 3 years. Other honors were awarded to tots over 1 year and under 2, first to June Rortvedt and second to Erna Mae Carlson; tots over 2 and under 4, first to Donna

ROOSTER DERBY PRIZE WINNERS

(Continued from Page One)

Sundown fourth, and One After Four came in true to name in fifth place.

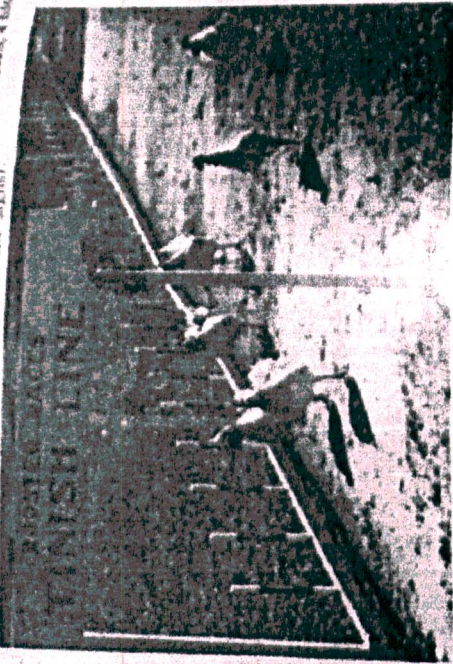
Perfect weather brought out a great crowd for the second annual Gig Harbor event, and the rooster race, with roosters trained by C. E. Shaw in his own secret method, proved a real event with the chickens coming down the 40-yard track for all they were worth. A preliminary race for non-trained roosters showed what training had done, as the animals went every which way, most of them not finishing at all.

In the bathing beauty contest, which was second in point of interest (maybe first to some), only to the rooster race, Garnet West, sponsored by the Washington Co-operative Egg & Poultry association, was first, with Jane Shaw, sponsored by the Wil-White company of Olympia, second. Games and contests of various kinds and

Misc
Tacoma
Ledger

SATURDAY, JUNE 26, SCHEDULE OF EVENTS

3:00 P.M.: ROOSTER DERBY — 7 thrilling EXHIBITION RACES by the World Famous 36 White Racing Roosters at the C.E. Shaw Derby Tracks, 4 blocks from the Gig Harbor Post Office (Follow the sign)



Pictured above are 6 of the 36...

LING ROOSTERS

Under the direction of the outstanding... these Racing Roosters became... cheering thousands in MADISON SQUARE... On December 14, 1938, Mr. Shaw... ROOSTER-LOBBY Program.

Since winning world-wide fame in... Spectacular Races have... as the London Times, New York Sunday... Magazine, Argosy Magazine, Collier's and... Competing for honors and... Spectacular Outboard Motor Races... race for the entertainment and pleasure of those who come to Gig Harbor for the 1948 Outboard Regatta.

FOLLOW THE SIGNS 4 BLOCKS FROM GIG HARBOR POST OFFICE

| | |
|--|---|
| GIG HARBOR MACHINE WORKS Boat Equipment General Machine Work and Welding Howard W. Cox, Owner Phone 2260 | Compliments of SHAW A Brother of the Town in Which He Lives |
| PURDY BUILDERS SUPPLY Everything for the Builder Star Pl. GIG HARBOR—Phone 3263 | Compliments of PETE'S TAVERN Gig Harbor |

ROXY WHITE'S BAKERY GOODS
 Gig Harbor, Wash. Phone 3000

READ

| | |
|---|---|
| FIVER'S ROOST Coffee, Whiskies, Soda, Cakes, I.C.B. C.P.R. L.A.M. Prime Steaks, Wild Duck, Roast Beef, JACOB and BERNICE WEISS 415 1st St. Port Orchard, Oregon | Compliments of SAM C. CORLISS Allied Service & Grocery Sport Goods — General Merchandise |
| GOLDMAN'S GROCERY MEATS — FEEDS GAS and OIL WAVERLY, WASH. Phone 222 | FISHER'S MARINA Inboards — Outboards — Sailboats Pleasure Boats for Rent Sales — JOHNSON MOTORS — Service 204 43rd N. Seattle, W.A. 7476 |



RALPH R. KNAPP
 "World War I Veteran"
 Republican Candidate for
 EIGHTH DISTRICT GOVERNOR
 Primary Election Sept. 14
 General Election Nov. 2

TEDDIE'S CAFE

GIG HARBOR — Across from Postoffice
 OPEN DURING REGATTA WEEK

| | |
|---|--|
| ANDERSON'S SPORT & HOBBY SHOP Skis — Fishing Tackle Tennis Equipment PLASTIC FABRICATIONS 1400 Rainier, Seattle | MILLER-HANLON MARINE SERVICE Boat Accessories Dry Dock and Machine Shop 1200 1st St. N. Northlake, Seattle ME 7420 |
| KEY CENTER TAVERN JACK and DOT RANCIPIER "Friendship Center of Key Center" 1st Route, Gig Harbor Lakebay 631 | Floger's Flying Repair Service "Any Place by Sea Plane" AL 6020 |

Free every day until 8 p.m.
BROWNS GROCERY
 Free Delivery on Saturdays
 Head of bar, GIG HARBOR, by Community Hall
 Phone 2216



Business of the City Council
City of Gig Harbor, WA

Subject: Proposed 2007 Urban Growth Area Amendment to the Pierce County Comprehensive Plan

Proposed Council Action:

Move to recommend that Pierce County approve or deny the Miller Investment Partnership (U-4) proposed amendment to the City's Urban Growth Area boundary and further authorize the Mayor Pro-Tem's signature on the draft letter.

Dept. Origin: Community Development

Prepared by: John P. Vodopich, AICP
Community Development Director

For Agenda of: June 11, 2007

Exhibits: Aerial, Vicinity Map, Draft Mayor Pro-Tem Letter, Minutes from Council meetings of February 10 and June 23, 2003, Letter from Friends of Pierce County

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RJK 6/7/07*

Approved as to form by City Atty: *CAN 6/5/07*

Approved by Finance Director:

Approved by Department Head: *JW 6/5/07*

| | | |
|--------------|--------------|---------------|
| Expenditure | Amount | Appropriation |
| Required \$0 | Budgeted \$0 | Required \$0 |

INFORMATION / BACKGROUND

The City has received notice from Pierce County that a proposed amendment to the City's Urban Growth Area boundary (UGA) has been submitted to the County for review by Mr. Paul Miller. The specific request is to expand the UGA by approximately 24.7 acres in the vicinity of 62nd Avenue NW (near the City shop). A similar request was submitted in 2003 for review; staff had recommend that the request be denied based on the presence of wetlands on the property; after consideration of public testimony the City Council recommended that the County approve the request; and the Pierce County Council ultimately denied the request.

The requested amendment was circulated throughout the City offices for comment.

The Building Official/Fire Marshal reviewed the information provided on the proposed amendment and had the following comments:

1. The amendment will bring additional land into the UGA and potentially under the City's jurisdiction in the future. Should this land be annexed into the City it has the potential to increase our workload for plan reviews, permitting and inspections. The Building and Fire Safety Division has limited personnel and an ever increasing workload such that future annexation and development of the parcel have a

negative impact on the Divisions' level of service (i.e. extended review time and inspection delays) unless additional resources are provided.

2. Fire hydrant locations and fire flow in the area are unknown at this point. Additional hydrants will likely be required to facilitate future development in the area.
3. Landslide and flood hazard areas are unknown in the area. Future construction must comply with requirements for flood plain development and development on potentially unstable slopes. Geotechnical engineering reports may be required prior to approval of building permits.

Given the nature of the hazards, the possibilities for mitigation, and the City's capabilities, none of the challenges identified above would be cause to object to the amendment.

Engineering has provided the following comments:

Transportation

The proposed UGA amendment area is located west of 54th Avenue and south of Bujacich Drive. This area is also located south of the SR-16/Burnham Dr./Borgen Blvd./Canterwood Blvd. intersection. This intersection has been noted in the City of Gig Harbor 2005 Comprehensive Plan Update FSEIS as a failing intersection. The FSEIS provides for limited transportation improvements in the area of the intersection to mitigate for the failing intersection.

Multiple capital improvement projects are provided in Figure 13 of the FSEIS as possible mitigation for this failing intersection. One of the capital projects shown in the FSEIS includes design and construction of a collector roadway along the east side SR-16 beyond the SR-16 right-of-way. Upon annexation into the City or through the Pierce County SEPA process and development of these parcels, the City may request a voluntary payment of a pro-rata share of these capital improvement projects as mitigations or provide an alternative mitigation to design and construct that is acceptable to the City.

Upon annexation into the City, any proposed development shall be required to apply for transportation concurrency and pay their appropriate transportation impact fee in accordance with the City's municipal code.

Water

The proposed UGA amendment area is currently shown to be served by the City of Gig Harbor's water system. Currently the City's water system does not extend to this area. Existing buildings within the City's water service area receive their water from private wells. The nearest connections to the City's water system include a 16" water main at the intersection of Bujacich Road and 54th Avenue.

If accepted into the City's UGA, the developers of parcels within the area may request extensions of the City's water main. These extensions must be extended through and to the extents of the parcels being developed, and must be located within City right-of-way or in easements granted to the City.

Latecomer's agreements are an option for funding water main extensions. All costs for latecomer's fees and for construction of the necessary extensions of the existing water main shall be borne by the developers and not the City.

Each development and/or parcel that connects to the City's water system shall be required to receive water concurrency and pay the appropriate connection fee, latecomer's fee (if applicable), and revolving service fee. The connection and service fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the water system extended to the parcels.

Sanitary Sewer

The proposed UGA amendment area is currently shown to be served by the City of Gig Harbor's sanitary sewer and wastewater treatment system. The 2002 Wastewater Comprehensive Plan indicates the parcels in the area are included in the C-14 collection system expansion. The Wastewater Comprehensive Plan indicates the estimated construction costs for the necessary sanitary sewer basin C-14 improvements is \$1,184,000 (in year 2000 dollars). However, a recent development application has proposed an amendment to this collection basin that includes the installation of a sewer lift station.

Those parcels in the area would be required to extend sanitary sewer to the proposed development in accordance with the existing or amended comprehensive plan. All costs for construction of the necessary extensions of the existing sewer main, including those noted in the Wastewater Comprehensive Plan for the parcels within basin C-14, shall be borne by the developers and not the City.

Each development and/or parcel that connects to the City's sanitary sewer system shall be required to receive sewer concurrency and pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the sanitary sewer system extended to the parcels.

Stormwater

In accordance with the City's Stormwater Design Manual, each development proposed for this UGA amendment area would be required to design and construct stormwater quantity and quality control features. This includes all stormwater features necessary for improvements within the City's right-of-way. All costs for design and construction of these stormwater features shall be borne by the developers and not the City. All costs for operations and maintenance of stormwater features outside of the City's right-of-way shall also be borne by the developers.

Each parcel, once annexed into the City, shall be required to pay the appropriate stormwater fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the City's stormwater system located within the City's right-of-way created by the parcels.

Staff has prepared an aerial photograph of the area with wetland information.

The City's recently adopted Comprehensive Plan Amendment process does not speak to the review of requests from Pierce County for comment on proposed UGA boundary expansions.

Rather, section 19.09.210 of the Gig Harbor Municipal Code addresses those requests which are outside of the City incorporated limits but within the UGA boundary.

In the May 16, 2007 letter from Pierce County, the following questions were posed:

- A similar amendment for the same properties was denied by the County Council in 2003. Have circumstances changed since that time that could change the Council's conclusions?
- Has the amendment area been included in the City's comprehensive plan, and are the proposed land use designation and zoning consistent with the plan?
- Is the property consistent with the City's capital facilities plan, especially in regard to the provision of public facilities and services?
- What future planning efforts are anticipated in the area of the amendment?

A comment letter from Friends of Pierce County was received which recommends that the City Council deny the request.

A draft letter has been prepared for Council's consideration which responds to these questions.

FISCAL CONSIDERATION

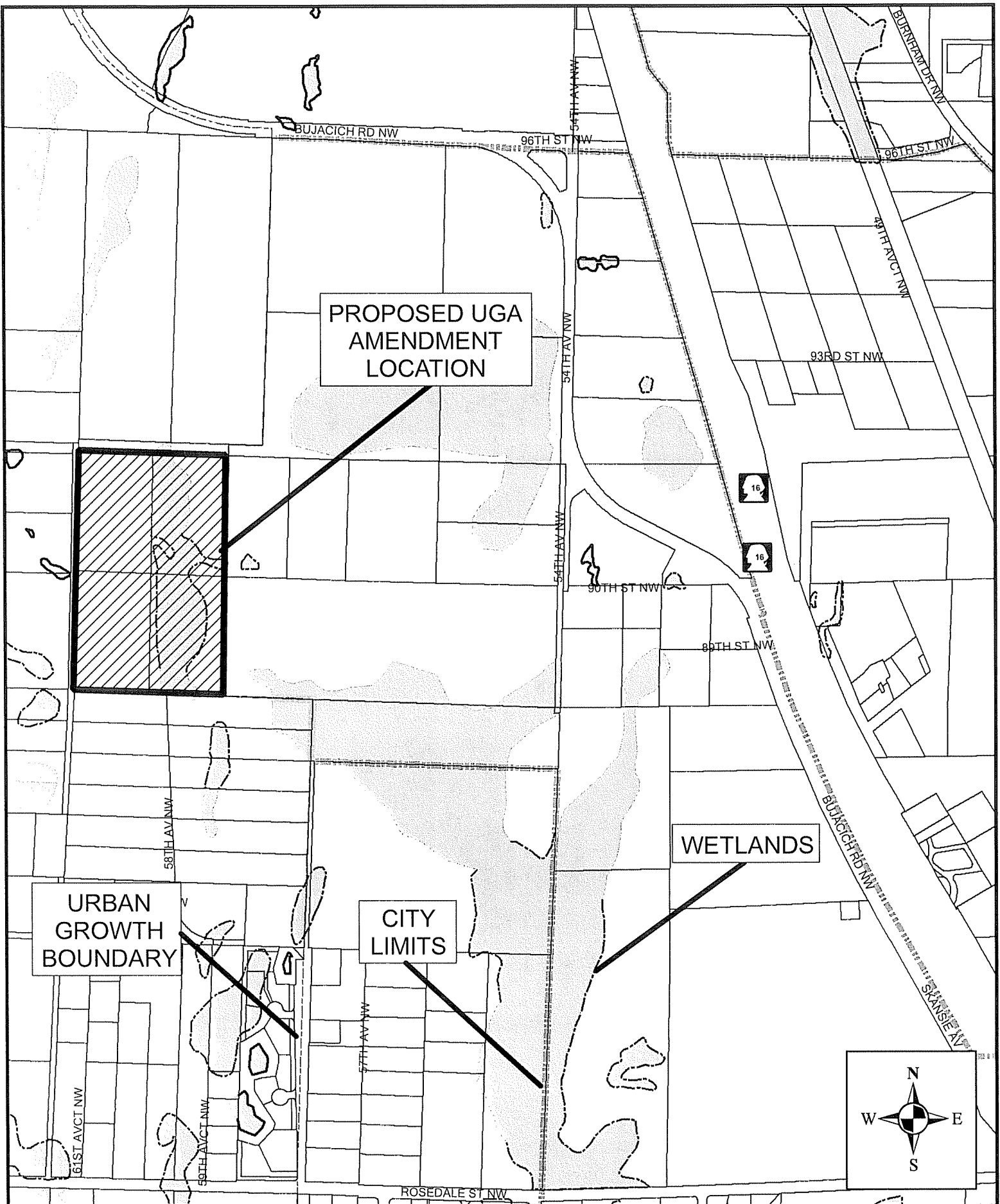
The four parcels have a combined assessed valuation of \$685,200.00. The Finance Director has indicated that if these parcels were to be annexed to the City, approximately \$862.80 in additional tax revenue would be generated.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to recommend that Pierce County approve or deny the Miller Investment Partnership (U-4) proposed amendment to the City's Urban Growth Area Boundary and further authorize the Mayor Pro-Tem's signature on the draft letter.



UGA AMENDMENT NO. U-4 - MILLER INVESTMENT PARTNERSHIP
VICINITY MAP



P. O. Box 2084
Gig Harbor, WA 98335
(253) 851-9524
www.friendsofpiercecounty.org

June 5, 2007

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

RE: 2007 Comprehensive Plan Amendments

Dear City Council Members:

Thank you for allowing our comments on the 2007 Comprehensive Plan Amendments. On behalf of Friends of Pierce County (FPC) I would like to share our concerns on the proposed Urban Growth Area expansion, U4 (Miller Investment Partnership) amendment.

The U4 amendment proposes expanding the City of Gig Harbor's UGA by re-designating four parcels on 24.7 acres from Rsv5 to Employment Center and Community Employment or Public Institution. The applicant claims that the four parcels in question were taken out of the UGA to straighten the UGA boundary line. The applicant requests that the parcels be included back into UGA.

Originally, these parcels were taken out of the UGA because of wetland constraints. City planners took Critical Areas (wetlands) out and expanded the UGA in other areas to maintain the size of the UGA. In a memo to Mayor Wilbert from John Vodopich (dated February 10, 2003) a similar proposal (then named the PA 18- Miller amendment) was denied by city staff. The letter stated, "The city previously recommended that this are be removed from the UGA due to the presence of wetlands". **In 2003, City staff requested that the application be denied, and Pierce County also denied this application. It is back again and should be denied for the same reasons it was denied in 2003. We ask the City Council to deny the U4 amendment proposal.**

Thank you for the opportunity to comment on this Comprehensive Plan Amendments. Please contact me at (253) 851-9524 if you have any questions.

Sincerely,

Marian Berejikian

DRAFT

June 12, 2007

Pierce County Department of Planning and Land Services
ATTN: C.E. "Chip" Vincent
2401 South 35th Street
Tacoma, WA 98409-7460

RE: Miller Investment Partnership, U-4

Dear Mr. Vincent:

The City Council reviewed the proposed amendment to the City of Gig Harbor Urban Growth Area submitted by the Miller Investment Partnership, U-4 at the June 11, 2007 meeting.

The following are the City's responses to the questions raised in your letter of May 16, 2007:

- A similar amendment for the same properties was denied by the County Council in 2003. Have circumstances changed since that time that could change the Council's conclusions?

Response: The City Council considered this matter in 2003 on February 10th and again on June 23rd, copies of the minutes from these Council meetings have been enclosed.

- Has the amendment area been included in the City's comprehensive plan, and are the proposed land use designation and zoning consistent with the plan?

Response: The area in question had previously been included in the City's Urban Growth Area and was removed with the adoption of the Gig Harbor Peninsula Community Plan in March 2002. This area is not included in the December 2004 City of Gig Harbor Comprehensive Plan.

- Is the property consistent with the City's capital facilities plan, especially in regard to the provision of public facilities and services?

Response: The area in question is included in the City's Water Service Area as identified in the June 2001 City of Gig Harbor Water System Comprehensive Plan and is included within the 20-year Wastewater Collection System Expansion area C-14 as identified in the February 2002 City of Gig Harbor Wastewater Comprehensive Plan.

- What future planning efforts are anticipated in the area of the amendment?

Response: None.

The City Council moved to recommend **(approval/denial)** of the proposed amendment to the City of Gig Harbor Urban Growth Area submitted by the Miller Investment Partnership, U-4.

Sincerely,

Steven Ekberg,
Mayor Pro-Tem

2/10/03
Minutes

p.m.

NEW BUSINESS:

1. Ron Hanna – Pierce County Youth Assessment Center. Mr. Hanna said he was representing a non-profit organization called "A Change to Change" in partnership with Pierce County Juvenile Court. He gave an overview of this joint effort to keep the kids that are in security detention, and do not require this level of security, to be placed in an assessment center. He said that this has been tested and found successful around the United States. He described how the program works, and discussed the funding required for such a program. He said that they will be asking 23 municipalities in Pierce County to voluntarily provide a share of the \$300,000 part of the program after a 2-3 year trial to prove the program's success. He said that they are asking the Gates Foundation for the funding for this 3-year pilot program, and that there would also be a fee from parents who could afford it. He introduced his bosses and described the Ad Hoc Committee formed to develop the program. He thanked Council for allowing him to present the information.

Councilmember Franich asked to be excused from the meeting at this time

2. Requested Amendments to the Pierce County Comprehensive Plan. John Vodopich explained that the city had received notice from Pierce County asking for comments on a number of Comprehensive Plan amendments made in regards to property located in and around Gig Harbor. He described the process to date. He said that the remaining applications are the Watland application, which City Council had support inclusion; the Chidester application, which the City Council recommended exclusion due to the wetlands; the Miller application, which City Council recommended exclusion; and a new application by Roby/Campen, for approximately 40 acres north of the Miller property. He asked for comments on these remaining applications to be submitted back to the County Council before their meeting on Wednesday. John answered Council's questions regarding the applications.

Jay Watland – 9610 85th Avenue NW. Mr. Watland said he was here to request Council's support of the inclusion of his property in the Urban Growth Area, adding that he has the support of County Councilmember Terry Lee. He answered Councilmember Dick's questions on zoning and density. Mark Hoppen clarified that to obtain sewer, the property owner would have to comply with the city's pre-annexation zoning regulations. Mr. Watland said that he would like the opportunity to begin planning for development of the property. He said that the wetlands consist of less than 1/2 acre, which is relatively insignificant.

Paul Miller – 917 Pacific Avenue. Mr. Miller said that this property was part of the UGA until this last comprehensive plan amendment. He said that it also had been part of an annexation effort last January. He described the only legal access off 88th, which runs through an employment center. He said logically, the property needs to remain part of the employment center. He asked that Council recommend that the property be placed back into the Urban Growth Area.

Councilmember Young commented on the applications. He said that he supported the Watland inclusion, and talked about the bad planning surrounding the Miller property, placing rural residences next to an industrial area.

MOTION: Move to change the staff recommendation on to support application PA-18, to be included in the city's UGA.

Councilmember Ekberg asked for clarification on why the recommendation was not to include wetlands. John Vodopich explained that in the process to update the Gig Harbor Peninsula Community Plan with Pierce County, a staff-level analysis of the Urban Growth Boundary was done and recommendations were made on a number of areas that were believed to be encumbered by wetlands. He said that this area was removed, and other areas were included in the UGA.

Councilmember Ruffo asked Mr. Miller to comment on the wetlands. Mr. Miller said that the wetlands on this property are small as compared to others in the employment center. He said that anything developed in the area would have to take wetlands into account.

Councilmember Dick asked for clarification on the access streets. Mr. Miller explained that they had explored their options, and the only legal access is 88th.

Councilmembers asked about the Roby/Campen application. Mark Hoppen explained that the Roby/Campen property has considerable open space and availability and is adjacent to ED zoning. If it is developed as residential property, then Mr. Miller's property would be surrounded on three sides. It makes sense that if Mr. Miller's property should be ED zoned, then the Roby/Campen property should be ED as well. He recommended that Council make no recommendation on this application and to let Pierce County make the determination.

RESTATED MOTION: Move to change the staff recommendation on to support application PA-18, to be included in the city's UGA.
Young/Ruffo – Four Councilmembers voted in favor.
Councilmembers Dick and Ekberg voted no.

MOTION: Move to remove any recommendation to Pierce County on the Roby/Campen application.
Young/Ruffo – unanimously approved.

MOTION: Move to approve the draft as amended.
Ekberg/Young – unanimously approved.

3. Pavement Rating Survey Services – Consultant Services Contract. John Vodopich presented this professional services agreement for pavement rating survey of the city's streets and roads. He explained that the cost is over the anticipated amount due to an increase in the per lane mile cost and the inclusion of a ten-year rehabilitation plan and report. He said that staff feels that this report will be a valuable tool in anticipating future needs.

MOTION: Move to authorize the execution of the Consultant Services Contract with Measurement Research Corporation for pavement surface condition survey work in the amount not to exceed eight thousand seven hundred fifty dollars and zero cents (\$8,750.00)
Ruffo/Picinich – unanimously approved.

4. Resolution – Arbor Day Celebration. Mark Hoppen explained that the Arbor Day organization would like to celebrate Arbor Day in the lobby and training room at the Civic Center, and adoption of the resolution would make it a city activity and would allow them to use

6/23/03

Minutes

necessary to hook up to city sewer, they decided to explore annexation. She explained that they have full support of the other property owners in the original proposal, other than one neighbor living in Korea who they were unable to contact. She answered questions regarding the ownership of the streets in the annexation, which are private.

John addressed questions about the modified legal description and the need for it to come back for approval.

Councilmember Dick asked if the other property owners had been contacted about inclusion in the annexation. Ms. Hazen said that she has contacted them.

MOTION: Move to accept the notice of intent to commence annexation and further authorize the circulation of a petition to annex the subject property, subject to the three conditions outlined by staff.

Ruffo / Owel – six voted in favor. Councilmember Franich voted no.

2. Requested Amendment to the Pierce County Comprehensive Plan. John Vodopich explained that Council had requested further information on the proposed amendments at the last meeting. He said that he had contacted the applicants and included the additional information in the Staff Memo. He said that he also has included a draft letter to Pierce County for consideration.

Paul Miller – 917 Pacific Avenue, Tacoma. Mr. Miller said that there are distinctions between his four parcels and the Roby/Campen property, and suggested that they be considered separately. He explained that the only access to his four parcels is through an Employment Center District, creating a conflict in use if the property is left as a Rural-5 or Reserve-5 designation. He further explained that the property had been included the UGA until amendments were made to the Comprehensive Plan, and was part of an annexation process that had been halted due to the recent state ruling. He requested that Council continue to recommend that the properties be brought back in with the surrounding Employment Center District.

Geoff Moore – representing the Campen / Roby Families. Mr. Moore used maps to illustrate his client's property, which is located just north of the Miller site. He described the property and the plan for dividing the property into two zones, with the western portion to remain residential and the eastern portion to be developed similarly to the adjacent Employment Center. He said that they were too late to join in the Scannell Annexation effort, but have continued to plan for the property. He said that wetlands mapping has shown that 15% of the property is wetland, leaving over 30 acres of developable ground. He continued to describe the process they have taken to amend their application with Pierce County, adding that they would like to be included in the UGA and to develop the property with Employment Center zoning.

Councilmember Ruffo asked for clarification from John Vodopich regarding the staff recommendation to treat the Miller and the Campen / Roby applications similar. John explained that because the environmental conditions and the buildable lands issues apply to both properties, he recommended that they be treated similarly.

Councilmember Ruffo suggested that the letter to Pierce County be amended to include both properties as E.C.

Councilmember Franich asked John if the city has an overabundance of residential or business park property. John said that the September 2002 Buildable Lands Report showed an excessive amount of land designated as employment center and insufficient residential land for the 20-year population projection. He added that this figure is being amended, bringing these figures down.

Mark Hoppen pointed out that this estimation is based solely on the population located within the UGA and doesn't take into account the captive population on the Gig Harbor Peninsula, making it an unrealistic estimate.

MOTION: Move that we modify the letter so that the last paragraph would read that we include both properties in the E.C.
Ruffo / Owel –

Helen Nupp, 9229 66th Ave NW, Gig Harbor WA 98332 – Ms. Nupp stated that she had not changed her opinion from the June 9th meeting. She said that she and her husband have lived on the Roby property for 30 years and have worked hard to preserve the property. She continued to explain that in 1996 the property was being proposed for a conservation easement, adding that the property holds a wonderful second growth forest and lies on three separate watersheds, which hold cutthroat trout. She concluded that inclusion of this property in the UGA is not warranted at this time.

Councilmember Franich voiced concerns with the Tacoma Narrows Airport amendment, and thanked Councilmember Dick for sharing information with him regarding this proposal.

Mark Hoppen introduced Mike Krueger, Pierce County Planning, and asked him to address questions on the Tacoma Narrows Airport amendment.

Mr. Krueger gave an overview of the appeal filed with the Growth Management Board regarding the regulations to implement the Gig Harbor Community Plan, which provides a outline of an agreement between the county Executive and the Mayor of Tacoma regarding the way the development will occur at the airport and how the permitting process will occur. He said that Tacoma has concluded that they are no longer in favor of this agreement.

He explained that the City of Tacoma has also filed a plan amendment that would modify the language in the community plan on what could occur at that location. He said that the existing, adopted plan would prohibit any development north of Stone Road other than for runway safety measures, and that Tacoma feels that this is in violation of the grant obligation from the FAA Grant. Tacoma would like to pursue other types of aviation and non-aviation related development in that area. He continued to explain that Pierce County has concerns with this in regards to the Growth Management Act, and

that this issue is currently in negotiation between Pierce County and Tacoma. He stressed that Pierce County is trying to hold with the agreement developed by Gig Harbor area residents. He answered Council's questions regarding the projected outcome, commenting that the Community Plan had received support from the City of Tacoma at the time of adoption, and based upon other Hearing's Board decisions, you can't appeal the regulations that implement a plan if the plan was deemed valid.

Councilmembers thanked Mr. Krueger for his comments and agreed that the language in the proposed letter to Pierce County regarding the Tacoma Narrows Airport was sufficient.

Councilmember Young then made a motion to consider the different parts of the letter separately.

MOTION: Move to consider each of the issues in the letter separately.
Young / Ruffo –

Councilmember Young explained that his reasoning for the motion is that although the Miller and Roby / Campen properties are adjacent, they have separate issues. He stressed that two terrible planning issues had been discussed tonight, one, that straight lines are good; and two, the idea that because two properties are adjacent they are identical. He said that these ideas are what have created the current sprawl. He further explained that the access point to the Miller property is an important issue and residents should not have to access their property through an industrial zone.

Councilmember Young continued to say that he was concerned with the idea that there is too much of a certain type of property in Gig Harbor, explaining that many of these statements have been disproved. He said that the Council should decide what is best for the community, stressing that it is an issue of what best fits. He said that he didn't know much about the Roby / Campen property, and although it makes sense for it to belong to the UGA, he wasn't convinced that the E.D. zoning makes sense.

There was further discussion on the meaning of the motion made by Councilmember Young. Councilmember Ruffo withdrew his second as he said that he didn't understand the intent of the motion.

MOTION: Move to consider each of the issues in the letter separately.
Young / Owel – unanimously approved

MOTION: Move to approve the paragraph regarding T-18 Tacoma Narrows Airport and M-9 City of Tacoma as written.
Picinich / Ruffo – unanimously approved.

MOTION: Move to approve the staff recommendation regarding U-11 Watland.
Young / Ruffo – unanimously approved.

MOTION: Move to accept the recommendation for the U-12 Miller Property.
Ruffo / Picinich –

John Vodopich asked for clarification on the language for the letter and it was suggested to use the language from the February 11th letter recommending approval of the Miller property. This was agreed upon and the motion restated as such.

AMENDED MOTION: Move to accept the recommendation for inclusion of the U-12 Miller Property.
Picinich / Ruffo – a roll call vote was taken.

Ekberg – no; Young – yes; Franich – no; Owel – yes; Dick – yes; Picinich – yes; Ruffo – yes. The motion passed five to two.

MOTION: Move to deny the U-13 Roby / Campen application.
Picinich / Franich –

Councilmember Young asked for clarification for the denial. Councilmember Franich said that he believed that the Buildable Lands Survey should be considered and that it was premature to zone this property as E.C.

There was continued discussion regarding the existing zoning adjacent to this property, which is E.D. Councilmember Ruffo said that based upon the staff's recommendation, the Roby / Campen property should be treated the same as the Miller property.

Councilmember Dick explained that access to the Roby / Campen property off Bujacich would not require them to suffer the indignity of having to travel through an E.C. district. John Vodopich answered questions about the zoning adjacent to the property.

Councilmember Young said now that he had been made aware of the adjacent zoning, it could be argued that both properties should be treated the same, as the access off Bujacich is also "industrial" in nature.

Councilmember Ekberg said that he agreed with staff that these properties should be treated the same, and further explained that there isn't the need to take residential land from the county and move it into the city as Employment District, which is why he voted as he did on the Miller property, and would vote favorably on the current motion to deny.

RESTATED MOTION: Move to deny the U-13 Roby / Campen application.
Picinich / Franich –

Ekberg – yes; Young – no; Franich – yes; Owel – no; Dick – yes; Picinich – yes; Ruffo – no. The motion passed, four to three.



Pierce County

Department of Planning and Land Services

CHUCK KLEEGERG
Director

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7210 • FAX (253) 798-7425

May 16, 2007

Mayor Chuck Hunter
City of Gig Harbor
3510 Grandview
Gig Harbor, WA 98335

Dear Mayor Hunter:

RE: Proposed 2007 Urban Growth Area Amendment to the Comprehensive Plan

The 2007 Amendments to the Pierce County Comprehensive Plan include one Urban Growth Area (UGA) Amendment to expand the City of Gig Harbor UGA. The proposed amendment, County Amendment U-4, was submitted by Miller Investment Partnership. We request your input regarding the proposal.

The proposed amendment is described as follows.

This proposal is to expand the City of Gig Harbor Urban Growth Area by redesignating 4 parcels on 24.7 acres from the Reserve 5 (Rsv5) land use designation and zone classification to the Employment Center (EC) designation and Community Employment (CE) or Public Institution (PI) zone, at 62nd Avenue NW. The EC designation would permit a concentration of office parks, corporate office campuses, manufacturing, assembly, warehousing and other industrial development. The CE zone would permit low to medium intensity industrial activities, research activities, and office parks. The PI zone would permit public-owned facilities and institutions. The Rsv5 designation permits low density residential land uses with required clustering of residential lots.

Questions you may want to consider addressing include:

- A similar amendment for the same properties was denied by the County Council in 2003. Have circumstances changed since that time that could change the Council's conclusions?
- Has the amendment area been included in the City's comprehensive plan, and are the proposed land use designation and zoning consistent with the plan?
- Is the proposal consistent with the City's capital facilities plan, especially in regard to the provision of public facilities and services?
- What future planning efforts are anticipated in the area of the amendment?

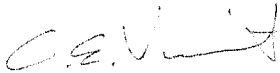


Mayor Chuck Hunter
City of Gig Harbor
May 16, 2007
Page 2

We request your recommendation as to whether this area should be added to Gig Harbor's UGA. We would appreciate any response you can provide by May 25, 2007. As necessary, we will provide additional information regarding the amendment. Enclosed for your information is a map for the proposed amendment.

If you would like to discuss this matter further, you can contact me at (253) 798- 2722 or cvincen@co.pierce.wa.us. Mike Erkinen at (253) 798-2705 or merkkin@co.pierce.wa.us, or Mike Kruger at (253) 798-2700 or mkruger@co.pierce.wa.us. Thank you.

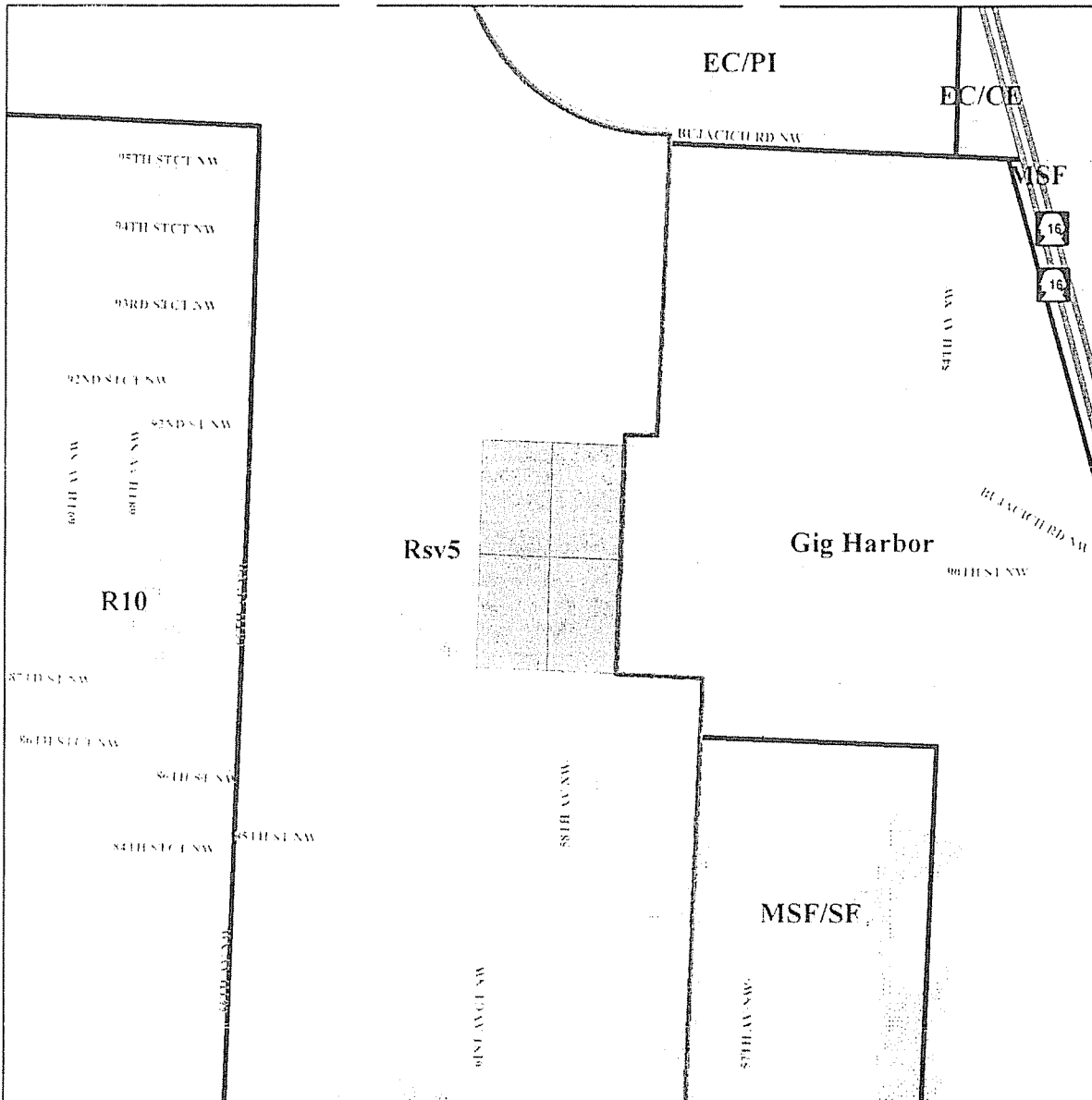
Sincerely,



C. E. "CHIP" VINCENT
Principal Planner

CHV:ME:VH
F:\WPFILES\LONG 2007\AMEND FORMS CITY UGA\LET GH.DOC
Enclosure

cc: Chuck Kleeberg, Director, Planning and Land Services
Mike Erkinen, Senior Planner, Advance Planning
Mike Kruger, Senior Planner, Advance Planning
John Vodopich, City of Gig Harbor Community Development Director



2007 PROPOSED URBAN GROWTH AREA AMENDMENT

Amendment #U-4, Miller Investment Partnership

Initiated by Pierce County Council

Expand UGA and Redesignate/Rezone from Rsv5/Rsv5 to EC/CE and/or EC/PI

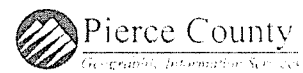
----- Comprehensive Urban Growth Area Boundary

----- Urban Growth Area Boundary

Department of Planning and Land Services

Plot Date April 26, 2007 Scale = 1:10,000

Map Document: H:\mxd\prop_area_wide_amend\2007\amend_u_4_2007.mxd



**Business of the City Council
City of Gig Harbor, WA**

**Subject: Resolution Creating a Policy
And Procedure for Naming/Renaming
City Parks and Facilities.**

Proposed Council Action:

Adopt the attached Resolution.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: June 11, 2007
Exhibits:

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: RJK 6/5/07

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

| | | |
|--------------|--------------|---------------|
| Expenditure | Amount | Appropriation |
| Required \$0 | Budgeted \$0 | Required \$0 |

INFORMATION / BACKGROUND

During the Joint Worksession between the City Council and Parks Commission, staff was asked to bring forward a draft resolution relating to parks and public facilities and creating a policy for naming or renaming of city parks and other facilities.

The attached resolution has been reviewed by the City Attorney.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The Parks Commission asked that a resolution of this type be forwarded to Council for consideration to clarify the process of naming city facilities.

RECOMMENDATION / MOTION

Move to: Adopt the attached Resolution.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKS AND PUBLIC FACILITIES AND CREATING A POLICY AND PROCEDURE FOR NAMING/RENAMING CITY PARKS AND FACILITIES.

WHEREAS, the City Council may have occasion to name or rename City parks and other facilities; and,

WHEREAS, it is appropriate to establish criteria and procedures for the official naming/renaming of City parks and other facilities; Now, therefore

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

Section 1.

A. The naming/renaming of City parks and other City facilities shall be in accordance with the procedures and criteria set forth below. Once adopted, name changes should occur on an exceptional basis only.

B. The following criteria shall be considered:

1. Neighborhood or geographical identification;
2. Natural or geological features;
3. Historical or cultural significance;
4. The articulated preference of residents of the neighborhood surrounding the public facility.
5. Facilities may be named for living persons provided they have made a significant contribution of land or money and the donor stipulates naming of the facility as a condition of the donation or when the individual has made an unusually outstanding public service contribution.

C. The following procedures shall be followed for naming/renaming of City parks and other City facilities (see subsection E below for the procedures to name a park less than two acres in a preliminary plat):

1. If the City Council determines that a City park or other City facility should be named or renamed, the City shall solicit suggestions for names. All suggestions, whether solicited or independently offered, shall be acknowledged and recorded by the City. The City Council may authorize the Park Commission to take public input and make a recommendation. For a park or other City facility in the city's Historic District, the city shall solicit names from the Gig Harbor Peninsula Historical Society. Any recommendations to Council should be ranked by order of preference.

2. Following a review of recommendations, suggestions, and public comments, the City Council shall determine the name for City parks and other City facilities.

D. The provisions of this procedure shall not apply to the application of donor recognition for such minor items as benches, trees, refuse cans, flagpoles, water fountains, or similar items.

E. Pursuant to RCW 58.17.110(3), if a preliminary plat includes a dedication of a park with an area of less than two acres and the donor has designated that the park be named in honor of a deceased individual of good character, the City must adopt the designated name.

RESOLVED by the City Council this ____ day of _____, 2007.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

By: _____

Files with the City Clerk:
Passed by the City Council:
Resolution No.:



Business of the City Council
City of Gig Harbor, WA

**Subject: Proposal for Public Meetings
Calendar – Peninsula Gateway**

Proposed Council Action:

Authorize the attached agreement

Dept. Origin: Administration

Prepared by: Molly Towslee

For Agenda of: June 11, 2007

Exhibits: *Proposal*

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

PJK 6/7/07

CR 6/6/07

| Expenditure | | Amount | | Appropriation | |
|-------------|------------|----------|-------|---------------|-----|
| Required | \$160 / wk | Budgeted | \$160 | Required | \$0 |

INFORMATION / BACKGROUND

Council recently passed a resolution outlining the process to keep the public notified of upcoming Council Committee meetings, special occasions that Councilmembers may attend, and meetings of the city's Boards and Commissions.

In the past, notices of these meetings or cancellations of such were placed in the legals section of the Gateway at \$9.86 per column inch. Committee meetings were published on the city's webpage and posted on the bulletin boards, and the Gateway occasionally put notices of our regular meetings in the "public meetings calendar" in the front section of the newspaper.

These methods are not sufficient to publicly notice our meetings. We contacted the Editor of the Gateway with a suggestion that we put together our own city meeting calendar to be updated on a weekly basis and included with their regular public meetings calendar. Mr. McLean said that he could not guarantee that our calendar would be included each week. He explained that a feature story would take precedence over the calendar.

Because of the importance of public noticing, and the legal implication of improper noticing, we explored the option of taking out an ad in each week's paper to ensure a highly visible publication of our meetings.

Hugh Merritt, Advertising Representative at the Gateway, was very helpful in determining the most cost effective method to carry out this objective. Paid advertising is expensive, and he offered to print the first ad at a discounted price. In order to

continue with an even lower pricing structure, he has put together the attached proposal to print the meetings calendar each week in the "A" section of the Gateway.

This weekly ad will ensure compliance with the Open Public Meetings Act as well as keeping the public well-informed of how our Council, Boards and Commission are serving the community.

FISCAL CONSIDERATION

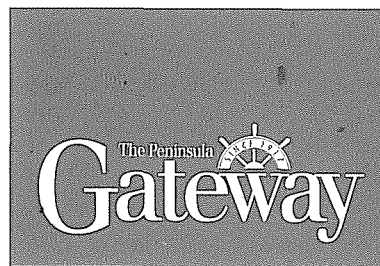
The approximate cost (because the calendar will fluctuate in length each week) will be \$160.20 per week. This cost will be off-set partially by the amount of notices that will be published in the more expensive legal notices section of the paper.

BOARD OR COMMITTEE RECOMMENDATION

This proposal was forwarded to the Finance Committee for comment. I received one comment back from Councilmember Conan who was in favor of the proposal.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the attached agreement outlining the publication of a weekly Public Meetings Calendar.



The Nation's Number One
Community Newspaper.

PROPOSAL

City of Gig Harbor

Subject: The City of Gig Harbor will be running an ad in the Peninsula Gateway Newspaper on a weekly basis to inform the public of scheduled meetings. The ad will be running in the "A" section of the paper as close as possible to the front of the paper. The information will vary from week to week, but the ad will be relatively consistent in form.

Proposed: The ad will be approximately 2 columns by 6 inches in size and therefore a volume agreement is suggested to reduce the weekly costs. At the current non-profit rate (\$15.20 per col. inch) that we are charging at 52 weeks would be \$9,484.80 per year. The rate at the 9,000 level would be \$13.35 per column inch. That would reduce the weekly charge from \$182.40 to \$160.20 or \$8,330.40 per year. That would be a \$1,154.40 savings over the already reduced non-profit rate. Keep in mind that the ad size will vary slightly from week to week.

| <u>Ad size</u> | <u>P.C.I. price</u> | <u>Weekly charge</u> | <u>Approx. yearly Total</u> |
|----------------|---------------------|----------------------|-----------------------------|
| 2 col x 6" | \$13.35 | \$160.20 * | \$8,330.40 |

* $2 \times 6 = 12 @ \$13.35 = \160.20

Attached is an Agreement outlining the information above. Please sign by the * area and send back or call for pick-up and we will be able to apply the reduced per column rate to your ads.

Sincerely,

Hugh Merritt, Advertising Representative
Peninsula Gateway
853-9238
Hugh.merritt@gateline.com

2007 Retail Display

Dollar Volume and Frequency Rate

The Peninsula Gateway offers a variety of advertising agreements to meet advertiser's needs. Call your advertising representative for more details.



MECHANICAL REQUIREMENTS:

Six-Column Retail Display:

(For Gateway and SSV)

11.625 inches x 21 in. or
69.9 picas x 129 picas

| | Inches | Picas |
|--------|---------|-------|
| 1 col: | 1.833" | 11p |
| 2 col: | 3.792" | 22p9 |
| 3 col: | 5.75" | 34p6 |
| 4 col: | 7.708" | 46p3 |
| 5 col: | 9.667" | 58p |
| 6 col: | 11.625" | 69p9 |

Classified Display:

The Gateway's classifieds are divided into two sections; one for real estate and related services, and one for all other classifieds.

10-Column Real Estate and Classified Display:

11.625 inches
x 21 inches

| | | |
|---------|---------|------|
| 1 col: | 1.083" | 6p6 |
| 2 col: | 2.25" | 13p6 |
| 3 col: | 3.417" | 20p6 |
| 4 col: | 4.583" | 27p6 |
| 5 col: | 5.75" | 34p6 |
| 6 col: | 6.917" | 41p6 |
| 7 col: | 8.083" | 48p6 |
| 8 col: | 9.25" | 55p6 |
| 9 col: | 10.417" | 62p6 |
| 10 col: | 11.625" | 69p9 |

Dollar Volume Contracts:

| | Gateway Retail | Add GW SSV | Gateway Classified | Add GW SSV |
|----------|----------------|------------|--------------------|------------|
| OPEN | 19.90 | 10.00 | 12.08 | 7.23 |
| \$ 1,300 | 15.90 | 8.00 | 9.55 | 5.75 |
| 1,800 | 14.80 | 7.45 | 8.92 | 5.37 |
| 2,700 | 14.50 | 7.25 | 8.74 | 5.25 |
| 3,600 | 14.15 | 7.10 | 8.50 | 5.10 |
| 6,300 | 13.75 | 6.70 | 8.30 | 5.00 |
| 9,000 | 13.35 | 6.10 | 8.04 | 4.83 |
| 13,500 | 12.85 | 5.90 | 7.70 | 4.65 |
| 18,000 | 12.30 | 5.60 | 7.40 | 4.45 |
| 25,000 | 11.75 | 5.25 | 7.08 | 4.25 |
| 47,000 | 11.10 | 4.90 | 6.68 | 4.01 |
| 83,000 | 10.35 | 4.55 | 6.20 | 3.75 |
| 100,000 | 9.75 | 4.50 | 6.13 | 3.57 |
| 125,000 | 9.25 | 4.40 | 6.05 | 3.50 |
| 150,000 | 8.75 | 4.30 | 5.90 | 3.45 |

*Gateway SSV rates are only available when combined with Gateway.

Minimum Weekly Commitment Contracts:

| Minimum Weekly Inches | Retail Gateway 13 wks | Retail Gateway 26 wks | Retail Gateway 50 wks | Add GW SSV |
|-----------------------|-----------------------|-----------------------|-----------------------|------------|
| 2 | 16.72 | 16.30 | 14.40 | 9.05 |
| 3-5 | 15.57 | 15.15 | 13.35 | 7.25 |
| 6-10 | 14.90 | 14.50 | 12.80 | 6.70 |
| 11-16 | 14.45 | 14.10 | 12.45 | 6.45 |
| 17-24 | 14.00 | 13.10 | 12.05 | 6.25 |
| 25-35 | 13.40 | 12.60 | 11.55 | 6.05 |
| 36-51 | 12.90 | 12.40 | 11.10 | 5.85 |
| 52-103 | 12.30 | 12.00 | 10.60 | 5.55 |
| 104+ | 11.61 | 11.70 | 10.05 | 5.35 |

All rates are net, (non-commissionable) except for National Rates (listed at right). Effective January 1, 2007

Rates quoted per column inch for The Peninsula Gateway, published every Wednesday, and SSV, an added market coverage product direct mailed every Monday to non-subscribers. Annual dollar volume retail display commitments include all advertising expenditures in the Gateway and SSV only during contract year in determining contract rate level. Failure to fulfill subjects customer to charges at the appropriate advertising level. Minimum weekly commitment assumes publishing minimum number of inches each week during contract term. Failure to fulfill moves contract to dollar volume rates. Advertisement inches appearing in SSV in combination with the Gateway count at 50% toward fulfillment of a minimum weekly commitment contract.



YOUR HOME. YOUR PAPER.

3555 Erickson Street • PO Box 407 • Gig Harbor, WA 98335 • www.gateline.com
253.851.9921 fax: 253.851-3939

The Peninsula Gateway and Gateway SSV combine for nearly 90% penetration throughout the Gig Harbor and Key Peninsula regions. To reach this valuable market, call your ad representative today.

Color Rates:

Rates are per color, per page. Quoted for standard colors for one advertiser.

| | |
|------------------|-------|
| Open Rate: | \$175 |
| Contract Rate: | \$120 |
| Full Color Rate: | \$360 |

Group/Agency Rates:

| | |
|------------------------|---------|
| Retail National Rate: | \$24.00 |
| Classified Nat'l Rate: | \$15.00 |
| Church Rate: | \$8.75 |
| Association Rate: | \$16.50 |
| Non-Profit Rate: | \$15.20 |

ADVERTISING DEADLINES:

Peninsula Gateway

Lifestyles Section:

11 a.m. Thursday prior to publication

Sports Section:

10 a.m. Monday prior to publication

Main Section:

10 a.m. Monday prior to publication

Classified Section:

Real Estate Display Ads:

Noon Friday prior to publication

Display Ads: Noon Friday prior to publication

Real Estate Line Ads: Noon Monday

All other Line Ads: 3 p.m. Monday

South Sound Values

Noon Wednesday prior to publication

Advertising Agreement



3555 Erickson St., P.O. Box 407, Gig Harbor, WA 98335
(253)851-9921; Fax: (253)851-3939; www.gateline.com

I and/or I, herein referred to as "Advertiser", do hereby contract with Olympic Cascade Publishing Co., herein referred to as "Publisher", for advertising in The Peninsula Gateway according to the option(s) selected below.

Advertiser: City of Gig Harbor Account #: _____

Check all that apply: ☐ Renewal (same level); ☐ Upgrade; ☐ Downgrade; ☒ New (no prior contract last 6 months)

For The Following Type Of Advertising:

Check all that apply: ☒ Retail Display; ☐ National; ☐ Classified; ☐ Preprints; Other _____

The Advertiser Agrees To Purchase:

Check all that apply: ☒ No less than \$ 9,000 dollars on a yearly basis;
☐ _____ Minimum Weekly Inches for a duration
of ☐ 13 consecutive weeks or ☐ 50 consecutive weeks
☐ Preprints for _____ Minimum 12-times; or
_____ Minimum 24-times
☐ Other, _____

For the following term:

For one year, beginning on 6 / 13 / 07 through the last day of 5 , 08
(exact date) (month, year)

or for a term of ☐ 13 consecutive weeks, beginning on: (DATE) ____ / ____ / ____
☐ Other, please specify _____

Contract Considerations:

Color charge is \$120.00 per color or \$360.00 Full color

Important: Please do not sign this agreement until you have carefully read all terms and conditions on back of this contract as well as the rate card in place at the time of the signing of this contract. Thank You.

Advertiser Acceptance

* Signature _____ Agency, if applicable _____
* Print Name _____ * Billing address _____
* Title _____ * City _____
* Phone: (_____) _____ Date signed: ____ / ____ / ____ * State _____ Zip _____

Newspaper Acceptance

Hugh Merritt
Account Representative

Advertising Manager/Sales Director

Date

White: Accounting - Yellow: Advertiser - Pink: Salesperson

Please return all to newspaper for acceptance; *Subject to terms on back and rate card at time of publication.



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing and First Reading of two ordinances adopting text amendments recommended in Phase 1b of the Design Review Process Improvements Initiative (ZONE 07-0023 and 07-0024)

Proposed Council Action: Review ordinances and approve at second reading.

Dept. Origin: Community Development

Prepared by: Jennifer Kester *JK*
Senior Planner

For Agenda of: June 11, 2007

Exhibits: Two Ordinances and Minutes of Joint Planning Commission and DRB meetings

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RJK 6/7/07*

Approved as to form by City Atty: *CAM 6/4/07*

Approved by Finance Director: *N/A*

Approved by Department Head: *JM 6/5/07*

| | | | | | |
|-------------|---|----------|---|---------------|---|
| Expenditure | | Amount | | Appropriation | |
| Required | 0 | Budgeted | 0 | Required | 0 |

INFORMATION / BACKGROUND

Attached for the Council's consideration are two draft ordinances, which if approved, will adopt the recommendations identified in Phase 1b of the Design Review Process Improvements Initiative. The two ordinances will:

- 1) Allow the clearing of underdeveloped portions of approved site plans once civil plans for the development of that area have been approved.
- 2) Reduce and amend the application requirements for design review and landscape plans to align with a typical project development process undertaken by an applicant.
- 3) Allow the Design Review Board to review applications prior to the submittal of an underlying project permit application; remove the requirement to waive Title 19 permit procedures if they request DRB review; and, remove the process for preliminary category review.
- 4) Create a process by which the Planning Director can review and approve minor adjustments to Hearing Examiner decisions on Design Review.
- 5) Create a process by which the Planning Director can review and approve alternative design solutions to specific requirements of the Design Manual for single-family, duplex dwelling and tenant improvement applications.

These amendments to the current process and procedures of Design Review remove barriers to projects wanting and needing DRB review. In addition, the design review process is amended to more closely align with an applicant's design development process and therefore

provided better opportunities for early and meaningful conversations between the City and an applicant. Finally, the amendments add administrative review options to reduce permit processing times.

The Planning Commission held a public hearing on the proposed ordinances on May 7, 2007. There was no testimony at the public hearing. The Planning Commission voted unanimously to recommend approval of the Timing of Clearing ordinance on May 7, 2007. The DRB recommended approval of the Design Review Procedures ordinance on May 10, 2007. The Planning Commission voted unanimously to recommend approval of the Design Review Procedures ordinance on May 17, 2007. A copy of the minutes for the five (5) Planning Commission meetings and one DRB meeting related to Phase 1b are attached.

POLICY CONSIDERATIONS

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003).

Staff/Planning Commission Analysis:

The proposed text amendments for Phase 1b of the Design Review Process Improvement Initiative consist of two ordinances:

- 1. Timing of clearing:** The following process problems and improvements related to clearing have been identified:

Identified Problem:

Current codes states that no clearing of a portion of a site can occur before a building permit is issued for that portion of the site. This requirement does not acknowledge multi-building site plans with interconnected utilities; in addition, this requirement does not reflect the need to clear land and construct infrastructure prior to building structures. Most developers need civil plan approval before submitting building permits to keep construction on schedule.

Proposed Process Improvement:

Clearing of a site plan can occur once civil plans have been approved to align with typical construction timelines.

- 2. Design review procedures:** There are four main process problems and improvements related the current design review procedures and landscape plan requirements:

A. Design review complete application and landscape plan requirements

Identified Problem:

The current application requirements for design review and landscape plans are more extensive and detailed than an applicant would normally present at the land use phase of the design development process. The level of detail in the application requirements requires an applicant to make final design/build decisions, thus invest significant time

and money, prior to any assurance of approval. This investment in the project often discourages the applicant from modifying the project when required by staff or the Design Review Board.

Proposed Process Improvement:

The requirements for application will be amended to align with the typical design development process. Applicants will be asked to provide enough detail, through descriptions and conceptual details, to show the ability and intent of the applicant to comply with the standards of the Design Manual and the landscape code.

B. Early DRB Review

Identified Problem:

The current design review procedures require that a project comply with all public works standards, zoning use and dimensional requirements, and critical area standards prior to the DRB review of the project. The DRB has limited opportunities to review the project at its early design phase when major project revisions could occur. Those options for early review, pre-app and preliminary category review, do not yield a binding recommendation.

Due to this late review by the DRB, the DRB cannot easily require major project changes without costing the applicant significant time and money. In addition, due to the late review, the applicant is required to waive typical permit processing procedures (120-day review clock) to go to the DRB. This late review and requirement to waive timelines significantly decreases applicants' desire to use the DRB process.

Proposed Process Improvement:

Modify procedures so that DRB review of a project can be scheduled at the first available meeting after a notice of complete application has been issued. Review of the design review application would occur prior to or concurrent with zoning, engineering and critical area review, allowing the applicant to make project revisions knowing the full extent of city comments. The DRB could request major project revisions, when needed, without costing the applicant significant time and money. In addition, the amendment would remove the allowances for preliminary category review as it is no longer needed with early DRB review. Finally, the requirement of an applicant to waive typical permit processing procedures (120-day clock) would be removed due to the early processing.

C. Minor adjustments to design review decisions

Identified Problem:

The current process does not allow minor adjustments to a Hearing Examiner decision on Design Review at building permit without a return to the DRB. The development of detailed construction drawings often reveals the need for minor revisions to the project. Under the current process, if the minor revisions do not meet the exact plans approved through the DRB process, the project must return to the DRB, increasing the building permit process from 6 weeks to 3 months. The site plan process allows for minor adjustments at the building permit phase without a return to the Hearing Examiner; a similar process could be used for DRB recommendations.

Proposed Process Improvement:

Provide an administrative review and approval process for minor adjustments to Design Review decisions.

D. Administrative approval of alternative design for small projects

Identified Problem:

The current design review process does not distinguish between small projects and large projects. While large projects go through the land use permitting process (site plan review, preliminary plat), many small projects require only a building permit and design review application. Typical small projects include: single-family and duplex dwellings on lots of record; accessory residential structures, such as fences and, decorative lighting; and, tenant improvements to existing nonresidential development. Under the current process, if such small project does not meet the specific language of Design Manual, the proposal must be reviewed by the DRB. This increases the review process from approximately 6 weeks to 3 months.

Proposed Process Improvement:

Provide an administrative review and approval process for small projects which do not meet the specific language of the Design Manual.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on May 16, 2007, for the timing of clearing amendment. The appeal period ends on June 13, 2007. The City's SEPA Responsible Official issued a determination that the Design Review Procedures amendment is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20).

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission is recommending adoption of the two ordinances. The Design Review Board members are invited to attend and participate in the Planning Commission meetings on the Design Review Process Improvements Initiative. Those DRB members that attended the public hearing on these two ordinances were in support of their adoption. In addition, at their May 10, 2007 meeting, the DRB passed a motion to recommend approval of the Design Review Procedures ordinance.

RECOMMENDATION / MOTION

Staff recommends Council review the ordinances and approve at second reading.

DRAFT ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO LAND USE AND ZONING, ALLOWING THE CLEARING
OF UNDERDEVELOPED PORTIONS OF APPROVED SITE PLANS
ONCE CIVIL PLANS FOR THE DEVELOPMENT OF THAT AREA HAVE
BEEN APPROVED; AMENDING SECTION 17.99.240 OF THE GIG
HARBOR MUNICIPAL CODE.**

WHEREAS, Section 17.99.240(B) of the Design Manual states that no clearing of a portion of a site can occur before a building permit is issued for that portion of the site; and

WHEREAS, the typical development review process requires the review and approval of civil plans, detailing utilities and traffic infrastructure, prior to issuance of building permits; and

WHEREAS, the current limitation to clearing often means an applicant will have approval to install infrastructure, but cannot clear the site because building permits have not yet been issued; and

WHEREAS, site plans with multiple buildings and interconnected utilities must often install all approved infrastructure in order to serve only one of the buildings, even when the building permits for the other buildings have not been issued; and

WHEREAS, an applicant must invest significant time and money into a project in order to receive approved civil plans; therefore, limiting the City's risk of an applicant clearing a site after civil plan approval and not following through with the construction of buildings; and

WHEREAS, the City desires to allow clearing of sites once civil plans have been approved in order to align with typical construction timelines; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on April 23, 2007 pursuant to RCW 36.70A.106; and

WHEREAS, the City's SEPA Responsible Official issued a DNS for the proposed amendments on May 16, 2007 pursuant to WAC 197-11-350, which was ____ appealed; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on May 7, 2007 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the second reading on _____; and

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

Section 1. Section 17.99.240 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.240 Natural site conditions.

* * *

B. Retain natural vegetation on underdeveloped portions of sites with approved site plan.

Clearing of underdeveloped portions of approved site plans ~~is not permitted until building permits shall only be permitted once civil plans for development of those areas have been issued~~ approved.

* * *

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, 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: _____

DRAFT ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE DESIGN REVIEW PROCESS; REDUCING AND AMENDING THE APPLICATION REQUIREMENTS FOR DESIGN REVIEW AND LANDSCAPE PLANS TO ALLOW MORE CONCEPTUAL AND DESCRIPTIVE APPLICATIONS; ALLOWING THE DESIGN REVIEW BOARD TO REVIEW APPLICATIONS PRIOR TO THE SUBMITTAL OF AN UNDERLYING PROJECT PERMIT APPLICATION; REMOVING THE REQUIREMENT FOR AN APPLICANT TO WAIVE TITLE 19 PERMIT PROCEDURES IF THEY REQUEST DESIGN REVIEW BOARD REVIEW; REMOVING THE PROCESS FOR PRELIMINARY CATEGORY REVIEW; CREATING A PROCESS BY WHICH THE PLANNING DIRECTOR CAN REVIEW AND APPROVE MINOR ADJUSTMENTS TO HEARING EXAMINER DECISIONS ON DESIGN REVIEW; CREATING A PROCESS BY WHICH THE PLANNING DIRECTOR CAN REVIEW AND APPROVE ALTERNATIVE DESIGN SOLUTIONS TO SPECIFIC REQUIREMENTS OF THE DESIGN MANUAL FOR SINGLE-FAMILY, DUPLEX DWELLING AND TENANT IMPROVEMENT APPLICATIONS; AMENDING CODE REFERENCES IN OTHER CHAPTERS TO IMPLEMENT THIS ORDINANCE; AMENDING THE TYPES OF PROJECT PERMIT APPLICATIONS CHAPTER TO IMPLEMENT PROCESS AMENDMENTS IN THIS ORDINANCE; REPEALING SECTION 17.98.050; AMENDING SECTIONS 17.78.030, 17.98.040, 17.98.080, 17.97.040, 17.98.037, 17.98.060, 17.99.030, 17.99.050, 19.01.003 AND 19.02.004; ADDING NEW SECTIONS 17.98.045, 17.98.050, 17.98.055, 17.98.056 AND 17.98.058 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City desires to amended the design review process to align with the typical design development process, both in application requirements and procedures; and

WHEREAS, the City desires to encourage early and meaningful conversation with the Design Review Board (DRB) prior to significant investment in detailed site and architectural design by the applicant; and

WHEREAS, the current application requirements for design review and landscape plans are more extensive than an applicant would typically submit at the land use application phase of design development.

WHEREAS, these current application requirements for design review and landscape plans require an applicant to make final design/build decisions prior to any assurance of approval; often discouraging applicants from modifying the project when required by staff or the DRB; and

WHEREAS, the City desires to amend the application requirements for design review and landscape plans by reducing some submittal requirements to descriptions and conceptual details, rather than final design/build plans. The applicants will be required to provide enough detail to show their ability and intent to comply with the standards of the Design Manual and landscape code; and

WHEREAS, the current design review procedures require that a project comply with all public works standards, zoning standards, and critical area standards prior to the DRB review of the project; and

WHEREAS, due to this timeline, the Board cannot easily require major project changes without costing the applicant significant time and money; and

WHEREAS, due to this timeline, an applicant is required to waive Title 19 permit processing procedures if they request DRB review and such waiver may discourage applicants from using the DRB process; and

WHEREAS, the City desires to allow review of design review applications, by staff or the Board, prior to the submittal of an underlying project permit application to allow early and meaningful conversations between the City and applicant; and

WHEREAS, the City desires to remove the requirement of an applicant to waive Title 19 permit procedures if they request DRB review so as to encourage DRB review; and

WHEREAS, early Board and staff review of design review applications will allow the applicant to make needed design revisions without significant time and money costs; and

WHEREAS, under the proposed procedures, review of the design review applications would occur prior to or concurrent with zoning, engineering and critical area review, allowing the applicant to make project revisions knowing the full extent of city comments; and

WHEREAS, the current preliminary category review process outlined under GHMC Subsection 17.98.050(B)(5) is no longer needed with the allowance for early DRB review and the reduced application requirements;

WHEREAS, the current Design Review Board process does not allow minor adjustments to a Hearing Examiner decision on Design Review at building permit without a return to the DRB; and

WHEREAS, the development of detailed construction drawings often reveals the need for minor revisions to a project; and

WHEREAS, under the current process, if minor revisions to a project which received DRB review, do not meet the exact plans approved through the DRB process, the project must return to the DRB, increasing the building permit process from 6 weeks to 3 months and filling up the DRB schedule with small projects; and

WHEREAS, the City desires to create a process by which the Planning Director can review and approve minor adjustments to hearing examiner decisions on design review to reduce processing time for the applicant and allow the DRB's schedule to accommodate larger projects; and

WHEREAS, the current design review process does not distinguish between small projects and large projects. While large projects go through the land use permitting process (site plan review, preliminary plat), many small projects (single-family, duplex and tenant improvements) require only a building permit and design review application; and

WHEREAS, under the current process, if small projects do not meet the specific language of Design Manual, the proposal must be reviewed by the DRB, increasing the building permit process from 6 weeks to 3 months and filling up the DRB schedule with small projects; and

WHEREAS, the City desires to create a process by which the Planning Director can review and approve alternative design solutions to specific requirements of the Design Manual for single-family, duplex dwelling and tenant improvement applications to reduce processing time for the applicant and allow the DRB's schedule to accommodate larger projects; and

WHEREAS, the City's SEPA Responsible Official has determined 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 Community, Trade and Economic Development on April 23, 2007 pursuant to RCW 36.70A.106; and

WHEREAS, the Design Review Board recommended approval of the proposed text amendments at their May 10, 2007 meeting; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on May 7, 2007 and made a recommendation of approval to the City Council at their May 17, 2007 work-study session; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the second reading on _____; and

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

Section 1. Section 17.78.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.78.030 Landscape plans.

A plan of the proposed landscaping and screening shall be ~~provided as an adjunct to or~~ incorporated into plans submitted for site plan review or projects which require hearing examiner review. The plans shall be drawn to scale and contain the following, in addition to the significant vegetation plan and tree retention plan required by GHMC 17.98.040:

- ~~A. Identification of existing trees and tree canopies in the project;~~
- ~~B. Significant trees and vegetation to remain;~~
- ~~C. A. Parking and vehicle use areas, driveways and walkways;~~
- ~~D. B. Buildings or structures, existing and proposed;~~
- ~~E. Soil mix and amendments;~~

F. C. All proposed new landscaping. Landscape plan shall include the location, species, diameter or size of materials using both botanical and common names. Drawings shall reflect the ultimate size of plant materials. Alternatively, a schematic landscape plan can be submitted showing planting zones. Each planting zone shall include typical shrub and groundcover species and typical size and spacing at planting. All landscape plans shall include the location, species, and diameter or size of all proposed trees;

D. Schematic irrigation plan showing irrigation zones and proposed irrigation techniques within each zone or a xeriscape plan as set forth in GHMC 17.78.045(B).

- ~~G. E. Identification of tree protection techniques.~~

Section 2. Section 17.98.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.040 Design review application requirements.

~~Projects which require design review in one or more of the categories listed under subsections A through E of this section 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. The application must identify the requested categories of design review. In addition, the following information must be submitted with applications for each category of requested design review. A complete design review application shall contain the following information:~~

~~A. Site Plan Review.~~

~~1. A. Site Layout Plan. A site plan, drawn to scale no smaller than one inch equals 30 feet showing location and size of all structures, critical areas, required buffer areas, required yards, landscape areas, open spaces, common areas or plazas, walkways, retaining wall locations, storm water retention facilities, and parking and vehicle maneuvering areas.~~

~~2. B. Significant 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 the property subject to the application.~~

~~3. C. Landscape Tree Retention Plan. A preliminary landscape plan showing the species, size and location of all significant natural vegetation to be retained on the property.~~

~~4. D. Preliminary Site Section Drawings. Section drawings which illustrate existing and proposed grades in specified areas of concern 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. E. Preliminary 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. A topographic map of the property, delineating contours, existing and proposed, at no greater than five-foot intervals. The plan shall indicate all proposed cuts, fills and retaining wall heights and include areas of disturbance necessary to construct all retaining walls, structures and impervious surfaces.~~

~~6. F. Preliminary Utilities Plan. A utilities plan showing the location of utilities in relation to landscape and buffer areas, including, but not limited to, the size and capacity of all vaults, transformers, and any on-site fixtures, structures or supports related to the utility, and the location of all lines, pipes or linear conductors or transporters, and the width of the area of disturbance required to install and maintain said utilities (utility plan must be consistent with proposed areas of nondisturbance). A utilities plan showing the location and type of any utilities proposed in critical areas, critical area buffers and natural vegetation retention areas.~~

~~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. ~~G. Paving Materials.~~ Description of all pedestrian and vehicular paving materials. Descriptions must specify type, color and texture. A description of proposed pedestrian and vehicular paving materials; include proposed type (asphalt, concrete, pavers, etc.), color, scoring and texture.

~~C. Architectural Design Review.~~

4. ~~H. Elevation Drawings.~~ Complete elevation drawings of all buildings showing ~~all trim details, dimensions and proposed materials including roofing, siding, windows and trim.~~ Drawings shall include conceptual trim and cornice design, and roof pitch. If landscaping is proposed to soften or mitigate architectural modulation or details, additional elevation drawings showing proposed landscaping shall be provided.

2. ~~I. Sign Plan.~~ A master sign plan or individual sign plans showing the general location, type and size of signage on buildings, consistent with Chapter 17.80 GHMC.

3. ~~Architectural Lighting Details.~~ Details on all lighting proposals which affect architectural detailing (e.g., indirect lighting), or which are for architectural enhancement.

4. ~~J. Equipment Screening Details.~~ Details A description on of how all mechanical and utility equipment will be screened.

~~D. Color and Material Review.~~

4. ~~K. Color and Material Palette.~~ A schematic color and material palette of the building's exterior including roof, siding, trim siding, trim, cornice, windows, and roofing. If Design Review Board review is requested, material and color samples shall be provided.

2. ~~Material Samples.~~ Sample colors of all factory finished materials including roofing and masonry materials.

3. ~~L. Fencing Details.~~ Color, type and specification of all fencing materials. The location and description of any proposed fencing.

~~E. Outdoor Lighting and Accessories Review.~~

4. ~~M. Light Fixture Details.~~ The type, model, color, location, height, wattage and area of illumination for all outdoor light fixtures. A cutsheet showing typical parking and building lighting which includes pole height and mounting height. If proposed fixtures are near critical areas or natural vegetation retention areas, shielding shall be shown.

2. ~~N. Accessoryies Details.~~ The type, model, color, and location of all outdoor furniture, trash receptacles and accessories.

~~O. Design Review Board review.~~ A request for review by the Design Review Board shall include a written statement addressing the criteria for approval as set forth in GHMC 17.98.055 or GHMC 17.98.060, as applicable.

Section 3. A new Section 17.98.045 is added to the Gig Harbor Municipal Code, which shall read as follows:

17.98.045 Design review process.

A. The applicant shall follow the appropriate review process contained within this Chapter based upon the project and whether or not the application or portions thereof strictly conform to the specific requirements of Chapter 17.99 GHMC.

B. An application for design review may be submitted prior to the submission of an underlying project permit application for a development on the same property; however, a complete underlying project permit application shall not be processed without a complete design review application.

C. Design review is a Type II application and shall be processed as set forth in GHMC Title 19 as supplemented by the procedures set forth in this Chapter.

D. A notice of application shall be issued for a complete design review application, as set forth in GHMC Title 19 for a Type III project permit application.

E. The notice of application for the following types of development shall be forwarded to all members of the design review board (DRB) pursuant to GHMC 19.02.004:

1. Nonresidential development;
2. Multifamily residential development as defined in GHMC 17.04.290;
3. Subdivisions;
4. Public projects, except for normal maintenance and repair.

Section 4. Section 17.98.050 of the Gig Harbor Municipal Code is repealed.

Section 5. A new Section 17.98.050 is added to the Gig Harbor Municipal Code, which shall read as follows:

17.98.050 Administrative approval.

An applicant may request administrative processing of a design review application or portions thereof if it conforms to the specific requirements of Chapter 17.99 GHMC. The director shall process a request for administrative review as follows:

A. Applications for all projects will be available at the community development department and the DRB members may independently review any application outside of their public meeting. Within two weeks after the date of the notice of application, individual DRB members may submit written comments to the director, identifying design elements that they believe do not comply with the specific requirements of the design manual.

B. If the director receives comments from DRB members that certain design elements of an application do not comply with the specific requirements of the design manual, the director shall re-evaluate whether

the application should be processed administratively or through the design review board process. If the director finds that the application or portion of application should follow the design review board recommendation process because it does not conform to the specific requirements of design manual, the director shall notify the applicant. The applicant may then choose to amend the application or request review by the design review board.

C. The application shall be reviewed by the director for compliance with the specific requirements of Chapter 17.99 GHMC. The director shall issue a decision approving the application or portions thereof if he/she finds that the application or portions of the application satisfy the specific requirements of Chapter 17.99 GHMC, Design Standards or deny the application if such codes and standards are not satisfied. The director shall render the decision as set forth in Section 17.98.070 of this chapter and GHMC Section 19.05.009.

Section 6. A new Section 17.98.055 is added to the Gig Harbor Municipal Code, which shall read as follows:

17.98.055 Design Review Board recommendation.

An applicant may request review by the design review board (DRB) of an application or portions thereof which do not strictly conform to the specific requirements of Chapter 17.99 GHMC, Design Manual. A request for review by the DRB for an alternative design shall be processed as follows:

A. The board may recommend approval of alternative design solutions to specific requirements only if all of the following criteria are met:

1. The alternative design represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements; and

2. The alternative design meets the intent of the general requirements of Chapter 17.99 GHMC, Design Manual.

B. The DRB shall not consider or recommend approval of any deviation from dimensional or numeric standards stated within the text of any general requirements, or from minimum setback standards, maximum height standards or zone transition building size standards stated in specific requirements of Chapter 17.99 GHMC. Approval to deviate from these standards must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review board recommendation process.

C. Design Review Board meeting. The board shall hold a public meeting on the application or portions thereof at the earliest available DRB meeting after the notice of application and public meeting has been published.

1. The public meeting shall be noticed as follows:

a. Not less than 14 days prior to the meeting date, the planning staff shall send notice of a public meeting to property owners within 300 feet of the subject property and to others who have submitted comments and/or requested notice.

b. Notice of the public meeting shall be posted on the subject property not less than 7 days prior to the meeting date. Notice shall be posted in the manner required by GHMC 19.03.001(A)(1).

c. Notice of the public meeting shall be published in the city's official newspaper not less than 7 days prior to the meeting date.

d. The notice of the public meeting shall contain all items listed in GHMC 19.03.003(A).

2. The applicant shall have an opportunity to make a presentation on the proposed alternative designs at the public meeting.

3. The public shall be allowed to comment on the application.

4. The DRB shall deliberate on the application and presentation and shall make findings and a recommendation on the application or portions thereof as per GHMC 17.98.070.

5. After the public meeting, the city staff shall draft the board's findings and recommendation on the application or portions thereof.

D. Public Hearing. Once the board makes a recommendation on a complete application, an open public hearing before the hearing examiner shall be scheduled for the application, which shall include the board's recommendation, or both the application and the underlying permit application. Notice of the public hearing before the hearing examiner shall be sent as provided in GHMC 19.03.003.

Section 7. A new Section 17.98.056 is added to the Gig Harbor Municipal Code, which shall read as follows:

17.98.056 Minor adjustments to Hearing Examiner decisions.

Minor adjustments to a final, approved Hearing Examiner decision may be considered by the director prior to building permit issuance.

A. The director may not consider changes to the Hearing Examiner's decision involving any deviation from dimensional or numeric standards stated within the text of any general requirements, or from minimum setback standards, maximum height standards or zone transition building size standards stated in specific requirements of Chapter 17.99 GHMC. Approval to deviate from these standards must be obtained through the variance process defined in Chapter 17.66 GHMC.

B. The director shall have the authority to approve a minor adjustment if all of the following criteria are met:

1. The minor adjustment does not substantially modify the final Hearing Examiner decision; and

2. The minor adjustment does not substantially modify the approved architecture, site layout, natural vegetation retention areas and grading; and

3. The minor adjustment represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements; and

4. The minor adjustment meets the intent of the general requirements of Chapter 17.99 GHMC, Design Manual and GHMC Section 19.05.009.

C. The director shall render a decision on a minor adjustment as set forth in Section 17.98.070 of this chapter and GHMC Section 19.05.009.

D. Notice of the director's decision on the minor adjustment shall be sent to all parties of record for the final Hearing Examiner decision and to the Design Review Board members, in addition to those parties required to be noticed by GHMC 19.05.008.

Section 8. A new Section 17.98.058 is added to the Gig Harbor Municipal Code, which shall read as follows:

17.98.058 Administrative review of alternative designs.

An applicant may request review by the director of an application or portions thereof which do not strictly conform to the specific requirements of Chapter 17.99 GHMC, Design Manual for certain underlying project permit applications.

A. Only the following underlying project permit applications are eligible for administrative review of an alternative design:

1. Single-family (detached only) and duplex dwelling building permit applications for remodel or new construction on lots of record, and their accessory structures;

2. Tenant improvement applications.

B. The director shall have the authority to approve, or approve with conditions, alternative design solutions to specific requirements only if all of the following criteria are met:

1. The alternative design represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements; and

2. The alternative design meets the intent of the general requirements of Chapter 17.99 GHMC, Design Manual.

C. The director shall not approve any deviation from dimensional or numeric standards stated within the text of any general requirements, or from minimum setback standards, maximum height standards or zone transition building size standards stated in specific requirements of Chapter 17.99 GHMC. Approval to deviate from these standards must be obtained through the variance process defined in Chapter 17.66 GHMC.

D. The director shall render a decision on an alternative design as set forth in Section 17.98.070 of this chapter and GHMC Section 19.05.009.

E. Notice of the director's decision shall be sent to property owners within 300 feet of the subject property in addition to those parties required to be noticed by GHMC 19.05.008.

Section 9. Section 17.98.080 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.080 Design review process and decision chart.

| Design Review Process and Decision Chart | | | | |
|---|---------------------------|------------------------|-----------------------------------|-----------------------------------|
| | Categorical Review | | Full Review | |
| | Admin.⁴ | DRB² | Administrative² | DRB¹ |
| Notice of Complete Application | No | No | Yes | Yes |
| Notice of Application | No | No | Yes | Yes |
| Public Meeting | No | Yes | No | Yes |
| Preliminary Recommendation | Yes | Yes | No | No |
| Final Recommendation | No | No | No | Yes (To HEX ³) |
| Preliminary Decision | Yes | No | No | No |
| Final Decision | No | No | Yes | Yes (By HEX) |
| Appealable Decision | No | No | Yes (To HEX) | Yes (To Superior Court or SHB) |
| ¹ DRB = Design review board recommendation option (GHMC 17.98.055) and Exceptions (GHMC 17.98.060) ² Administrative = Administrative approval option (GHMC 17.98.050); Administrative review of alternative designs (GHMC 17.98.058); and, Minor adjustments (GHMC 17.98.056) ³ HEX = Hearing examiner | | | | |

Section 10. Subsection 17.97.040(B)(3) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.97.040 Register of historic places.

* * *

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

1. Property owners may nominate a building, structure, site, or object for inclusion in the city register of historical properties. Members of the DRB or the DRB as a whole may generate nominations and may sponsor nominations submitted by members of the public. In its designation recommendation, the DRB shall consider the city's historic property inventory and the city comprehensive plan, and shall recommend inclusion on the register only if the owner is willing to have his/her property included on the register.

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

3. The DRB shall consider the merits of the nomination, according to the criteria in subsection A of this section at a public meeting. Notice shall be provided to the public and the owner(s) of the property, and the authors of the nomination, as provided in ~~GHMC 17.98.050(B)(5)(a)~~ GHMC 17.98.055(C)(1). If the DRB finds that the nominated property is eligible for the city's register of historical properties, the DRB shall make recommendation to the city council that the property be listed in the register with the owner's consent. The city council shall make a final determination according to the criteria in subsection A of this section. The property owners and the authors of the nomination, if different, shall be notified of the listing.

4. Properties listed in the city's register of historical properties shall be recorded on official zoning records with an "HR" (for "historic register") designation. This designation shall not change or modify the underlying zone classification.

* * *

Section 11. Subsection 17.98.037(D) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.037 Optional design review preapplication meeting.

* * *

D. DRB preapplication review is limited to one meeting. Applicants may request one preapplication meeting with the DRB, which will be at no charge for any project that will require design review under the site plan review category specified in ~~GHMC 17.98.040(A)~~. The meeting shall be held within 28 days of receipt of the request.

* * *

Section 12. Subsection 17.98.060(A) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.98.060 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 17.98.050(B)~~ GHMC 17.98.055. An exception is used in those situations in which an applicant does not provide an alternative design to the requirements of Chapter 17.99 GHMC, Design Manual.

* * *

Section 12. Section 17.99.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.030 Design review options.

The design standards of this chapter shall be observed for building and site design within the city of Gig Harbor. Design standards include both GENERAL REQUIREMENTS and SPECIFIC REQUIREMENTS.

“General requirements” include all **BOLD UNDERLINED** text in this chapter. “Specific requirements” include the more detailed text which immediately follows general requirements. This differentiation allows proponents to select from ~~two~~ the design review options described in Chapter 17.98 GHMC, including:

A. ADMINISTRATIVE APPROVAL

Design review for projects or portions of projects which conform to the SPECIFIC REQUIREMENTS may be approved administratively by the city of Gig Harbor community development department planning staff as described in GHMC 17.98.050(A). This method provides for a reasonable degree of flexibility while minimizing review time.

B. DESIGN REVIEW BOARD RECOMMENDATION

The design review board (DRB) option as described in ~~GHMC 17.98.050(B)~~ GHMC 17.98.055 encourages a creative approach to design by providing a more flexible review standard than that which is allowed in the administrative approach. The DRB can recommend alternative design solutions to SPECIFIC REQUIREMENTS if it finds that:

1. An alternative design represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements, and
2. The alternative design meets the intent of each general requirement.

To determine the general requirement’s intent, the DRB shall consider the specific requirements as appropriate examples of compliance. The staff or the DRB may request that the proposed structures be demarcated with rods, netting and/or balloons to better review mass, scale and/or location.

The DRB shall not consider or recommend approval of any deviation from dimensional or numeric standards stated within the text of any general requirements, or from minimum setback standards, maximum height standards or zone transition building size standards stated in specific requirements. Approval to deviate from these standards must be obtained through the variance process defined in Chapter 17.66 GHMC and not through the design review board process.

The design review board (DRB) may recommend approval of proposed alternatives to SPECIFIC REQUIREMENTS if the DRB finds that alternative design solutions meet the intent of the GENERAL REQUIREMENTS in any section of this chapter.

The design review board cannot waive or recommend approval of designs that do not comply with the underlying zone requirements.

Section 13. Section 17.99.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.050 Application requirements.

Applications for either option of design review shall be accepted for only those proposals which conform to current city codes. There are five categories of design review:

- ~~Site plan review;~~
- ~~Landscaping and paving review;~~
- ~~Architectural review;~~
- ~~Color and materials review;~~
- ~~Outdoor lighting and accessories review.~~

Application requirements for each category of design review are defined in GHMC 17.98.040.

Section 14. Subsection GHMC 19.01.003(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.01.003 Project permit application framework.

* * *

B. Decisions.

| TYPE I | TYPE II | TYPE III | TYPE III-A | TYPE IV | TYPE V |
|---|---|--|---------------------|---------------|---|
| Permitted uses not requiring site plan review | Short plat | Plat vacations and alterations | Preliminary plats | Final plats | Comprehensive plan amendments |
| Boundary line adjustments | Sign permits | Site plan/major amendments to site plans | Preliminary PRD/PUD | Final PRD/PUD | Development regulations |
| Minor amendments to PUD/PRD | Design review ¹ | CUP, general variances, sign permit variances, and site specific rezones | | | Zoning text amendments; area-wide zoning map amendments |
| Special use permits | Land clearing/grading | Shoreline substantial development, shoreline variance | | | Annexations |
| Temporary construction trailers | Revisions to shoreline management permits | Major amendments to PRD and PUD | | | |

| | | | | | |
|--|---------------------------------|--|--|--|--|
| | Administrative variances | Amendment to height restriction area map | | | |
| | Administrative interpretations | Mobile/manufactured home park or subdivision | | | |
| | Home occupation permit | Performance-based height exception | | | |
| | Hardship variance, sign code | | | | |
| | Modification to landscape plans | | | | |
| | Minor amendment to PRD or PUD | | | | |

¹ In addition to the procedures in Title 19, applications for Design review shall follow the procedures set forth in Chapter 17.98 GHMC.

Section 15. Subsection GHMC 19.01.003(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

19.02.004 Notice of application.

A. Generally. A notice of application shall be provided to all city departments and agencies with jurisdiction of all Type III and IV project permit applications. In addition, a notice of application for all (1) nonresidential development, (2) multifamily residential development as defined in GHMC 17.04.290, (3) ~~planned residential development (PRD)~~ as described in Chapter 17.89 GHMC subdivisions, and (4) public projects, except for normal maintenance and ~~in-kind replacement and repair~~, shall be sent to all members of the design review board as set forth in ~~GHMC 17.98.050(B)(1)(d)~~ GHMC 17.98.045(E).

Section 16. 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 17. 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 _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, 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: _____

City of Gig Harbor Planning Commission and Design Review Board
Minutes of Joint Work-Study Session
March 15, 2007
Gig Harbor Civic Center

PRESENT: Commissioners Jim Pasin, Joyce Ninen, Dick Allen, Theresa Malich, Jill Guernsey, Harris Atkins and Jeane Derebey. Board members Rick Gagliano and Rosanne Sachson were present. Staff present: Tom Dolan, Jennifer Kester and Diane Gagnon. Kurt Latimore from the Latimore Company was also present.

CALL TO ORDER: 5:10 p.m.

APPROVAL OF MINUTES:

Rosanne Sachson asked that the minutes of February 15th have added to them that she had concurred with Chuck Carlson's e-mailed comments.

MOTION: Move to approve the minutes of February 15, 2007 with the addition. Derebey/Ninen – Motion passed unanimously.

Harris Atkins asked if when corrections to the minutes are made that a corrected copy get sent and/or e-mailed to the Planning Commission. Mr. Pasin suggested that perhaps a book of minutes could be made available at all the meetings.

MOTION: Move to approve the minutes of March 1, 2007 as written. Derebey/Ninen – Motion passed unanimously.

NEW BUSINESS

1. **Design Review Process Improvements – Batch 1b** – Discussion of the second batch of proposed amendments in Phase 1.

Senior Planner Jennifer Kester went through the amendment process and stated that the next meeting on April 5th will be a very concentrated work session. Harris Atkins recommended that the timeline be reviewed at each meeting to assure that we are on schedule. Rosanne Sachson asked if 5:00 was going to be for all the Planning Commission meetings from here on out and it was decided that they would discuss this further later in the meeting.

Mr. Atkins asked about the work program and Ms. Kester stated that the Planning and Building Committee had determined that the Design Review Process Improvements were a first priority and then underground garages and a couple of other text amendments. Mr. Dolan reminded them that there will be a joint meeting with the City Council on Monday March 19th.

Ms. Kester referred everyone to her memo regarding the Design Review Process Improvements Phase 1 Batch B. She first talked about the design review categories, then early DRB review and then timing of clearing.

She then went through the items in Batch C. She talked about prominent facades, zone transition updates, industrial building exemption criteria, the common area reference, DRB quorum and how each of these issues are handled currently. There was discussion as to whether Item 2 of Batch C should remain. Mr. Dolan gave an overview of why he had made an administrative interpretation regarding the issue of zone transition buffers. He stated that it needed to be clarified. Mr. Pasin said that he felt that it was a significant issue that needed further scrutiny. He used properties on Harborview as an example. Ms. Kester pointed out that a 40' buffer could not be used in the height restriction area. Mr. Pasin expressed further concern with existing development being asked to comply with this. Ms. Derebey stated that she did not necessarily agree with Mr. Pasin as some existing development either sells their property or redevelops it themselves and they should comply. Mr. Atkins pointed out that they are just being asked at this point when they want to discuss this issue. Ms. Derebey expressed that she felt that smaller issues should be addressed in phase one and then the larger issue later.

Rick Gagliano arrived at 5:30

It was agreed that Item 2a of Batch C should remain on the list. She then described what was being proposed with Item 2b of Batch C dealing with average building footprint and building height. Ms. Ninen asked about 17.99.180(A) and where that was located. Ms. Kester changed the reference to say 17.99.190(A). Ms. Kester noted that the intent was for both sections to read the same as the building footprint section and everyone agreed. Mr. Pasin disagreed and worried that perhaps they were creating non-conformities and stated that he disagreed with zone transition on the whole. It was pointed out by staff that these process issues would be dealt with first and then the larger discussion would be held later. Ms. Malich said that they were relying on staff to know if this code change was going to make something non-conforming or cause some other problem. Ms. Kester also noted that there are zone transition goals in the Comprehensive Plan so the larger discussion would happen in Phase 2. It was agreed that Item 2b Batch C would remain.

Dick Allen arrived at 5:50.

She next discussed the IBE Exemption item and went over an administrative interpretation on when an industrial building is eligible for the exemption and that staff was proposing to codify that interpretation. Mr. Pasin asked about why they can't change the 800 foot requirement. Ms. Kester explained that this first portion is to change the process and then change the requirements themselves later. Rick Gagliano reminded Mr. Pasin that at this stage we are not changing the numbers. Mr. Pasin stated that he didn't see why changes couldn't be made now. Ms. Kester said that changing the number would require more analysis.

She then went over the common area reference and stated that the reference was there as the City Attorney had a concern with them being in the Design Manual. Mr. Pasin suggested that the standards just be removed. Ms. Kester said that she would discuss with the City Attorney where these standards could be placed.

Jill Guernsey arrived at 6:00 pm.

The DRB Quorum was discussed next. Ms. Kester explained that CLG members of the DRB are not required for project review meetings of the DRB. She explained that a quorum consists of a majority of all the members and then if the CLG members do not show up there are quorum problems. The suggested change was to change the requirements for a quorum to the core 5 project review members. Ms. Derebey said that the CLG members should not be able to opt out. Ms. Sachson pointed out that the whole board is a CLG board. Mr. Dolan said that sometimes CLG members are not up to speed on architectural issues. Mr. Pasin said that he felt that it was important for the two historic preservation people be able to opt out in order to be able to recruit members. Mr. Pasin suggested that there be one quorum for CLG and one for projects. Ms. Sachson suggested that perhaps the DRB should not be the CLG board. It was agreed that there be a quorum of four for CLG issues and three for design review project meetings.

Mr. Latimore discussed the process at the City of Redmond. Ms. Kester then talked about how there will need to be a discussion of thresholds. Mr. Gagliano said that if there is a model out there that another city is using it would be great to examine. Ms. Kester then went over the typical review process for commercial structures and the submittal requirements at each phase. Mr. Gagliano stated that there are lots of sets of details for engineering as well as design. Ms. Kester noted that there is a statement in the code that says the DRB cannot review something that is not compliant with all other city codes. She explained how that impacts development review. Discussion followed on the need for earlier review so that there can be some feedback from the board early on.

Ms. Kester spoke about a possible early design guidance meeting with the DRB where they have a more conceptual discussion. Mr. Gagliano said he would like to encourage that early guidance meeting and that some kind of allowance will have to be made to encourage the early guidance meeting. He suggested that at an administrative level perhaps the applicant can get administrative approval if they deviate from the standards in only a small way.

Discussion was held on the City of Seattle standards and the thresholds for going to the Design Review Board there. Ms. Kester highlighted that in their process the director makes the decision and that perhaps it was better to have the hearing examiner process in Gig Harbor in order to encourage public participation. Mr. Atkins stated that Issaquah has an interesting process as well.

Ms. Kester discussed the issues surrounding the timelines associated with project review. Ms. Derebey suggested that the same type of format be used to compare the different processes from other cities. Mr. Atkins also mentioned that they should look at their resources as well.

Chairman Theresa Malich called a ten minute recess at 6:50 p.m. The meeting was reconvened at 7:05 p.m.

PUBLIC HEARING

1. Design Review Process Improvements – Batch 1a

Chairman Malich opened the public hearing at 7:05 and there being no public present she closed the public hearing at 7:06.

Discussion was then held on the three draft ordinances.

Landscaping Text Amendment (ZONE 07-0016)

Ms. Ninen noted that there was similar language in on page 4 section about encroaching into drip lines as in the section on area of construction. It was suggested that the language about area of construction be moved. Everyone agreed that it made sense since it was redundant. Ms. Ninen noted that perhaps the title should be changed to Preservation of Native Vegetation and Significant Trees.

MOTION: Move to recommend adoption of the landscaping ordinance, Atkins/Guernsey -

Ms. Kester pointed out where she had re-written some language to make it clearer. She noted that it did not change the requirement.

Mr. Gagliano asked about the bottom of page 5 and asked where that language had been moved to. Ms. Kester pointed it out on page 10.

Ms. Kester then showed where the changes had been made regarding the enhancement corridor and the TPU right of way.

Mr. Gagliano asked about page 19 and Ms. Kester noted that it references a section of the design manual that is being repealed and further discussion of clustering will be held later in the process.

Discussion then followed on the need for landscaping standards for single family development.

MOTION: Move to amend the motion to correct typos and incorporate 17.99.240(e) into 17.78.050 adding native vegetation to the title. Nine/Guernsey - Motion passed with Jim Pasin opposed.

AMENDED MOTION – Move to recommend adoption of the landscaping ordinance as amended. Atkins/Guernsey - Motion passed with Jim Pasin opposed.

Setback Text Amendment (ZONE 07-0017)

Ms. Kester noted the whereas statements and the amendments made as a result of previous discussion.

Mr. Pasin stated that some of these standards have been in the design manual and his concern with putting it in the code. Ms. Kester pointed out in the code where it says that it applies to existing and proposed development and that the setbacks are already referenced in the design

manual. Mr. Gagliano clarified that there are a lot of situations where homes are non-conforming now, this will not change that. Mr. Gagliano pointed out that the non-conforming chapter states that if a non-conforming structure was lawfully constructed then you don't have to change it; however, if they were to change it it would have to comply with the current code. Mr. Pasin said that he felt that the standard was ridiculous and that the design manual should not be applied to existing development. Mr. Gagliano noted that the public might have similar concerns with these substantive issues. Mr. Dolan noted that they had gone to the Planning and Building Committee and to the City Council and gotten approval on this process of doing these changes first and then substantive issues later. He acknowledged that there are many excellent points being made as to whether these regulations that were being relocated were even good regulations. Ms. Kester added single family setback standards to the list of possible changes.

MOTION: Move to recommend adoption of the proposed ordinance on setbacks.
Atkins/Ninen -

Ms. Ninen noted that on page one there was a word missing in the first whereas second line and that on page 4 number 9 she asked if it should it include a reference to 17.99.240. Ms. Kester suggested only referencing 17.99 and everyone agreed. Ms. Ninen noted that on page 6 line 5 it references 17.78.250 which has been repealed. Ms. Guernsey suggested that the reference be to just 17.78 rather than the section. Ms. Ninen also noted that the verbiage had been changed on page 7. Ms. Kester explained that the code does not use the words associated uses but rather accessory uses. Mr. Atkins accepted the corrections as a friendly amendment to his motion.

AMENDED MOTION: Move to recommend adoption of the proposed ordinance on setbacks with corrections. Atkins/Ninen – Motion passed with Jim Pasin opposed.

Noticing Text Amendment (ZONE 07-0018)

MOTION: Move to recommend adoption of the draft ordinance on noticing.
Atkins/Pasin -

Mr. Atkins noted that on page 3 under item 5b it doesn't include noticing of parties of record. It was decided to add the phrase "and to others who have submitted comments and/or have requested notice".

Ms. Ninen asked why Item F is struck and Ms. Kester agreed that it should remain as Item H.

MOTION: Move to amend the motion to add the phrase "and to others who have submitted comments and/or have requested notice" and include Item F as Item H.
Guernsey/Pasin – Motion passed unanimously.

AMENDED MOTION: Move to recommend adoption of the proposed ordinance on noticing as amended. Atkins/Pasin – Motion passed unanimously.

OTHER BUSINESS

Mr. Dolan stated that the underground garage ordinance was on the agenda but given the late hour and that staff wasn't able to put anything together he recommended that it be tabled to another meeting. He then read the motion that the council had made regarding the underground garages as there had been some question as to what their intent had been. He noted that the City Council wanted the Planning Commission to consider amending the standards but was not directing them to do anything, only that it be reviewed. He stated that when this does come back there will be much discussion and we will have architects Dave Freeman and David Boe each give about a 30 minute presentation on their perspective on this issue.

He then asked about communication and how the commission would prefer to get documents when we have such a close timeframe. It was decided that everything would be e-mailed ahead of the meeting and then have copies available at the meeting.

Mr. Dolan then asked what the Planning Commission preference was for a starting time given their large workload. It was decided that the starting time for the duration of the Design Review Process Improvement Initiative would be 5:30 and that staff would send out an e-mail reminding everyone of this new starting time.

ADJOURNMENT

MOTION: Move to adjourn at 8:25 pm – Malich/Guernsey – Motion passed.

CD recorder utilized:

Disc #1 Track 1

Disc #2 Track 1

Disc #3 Track 1

City of Gig Harbor Planning Commission and Design Review Board
Minutes of Joint Work-Study Session
April 5th, 2007
Gig Harbor Civic Center

PRESENT: Commissioners Jim Pasin, Joyce Ninen, Dick Allen, Theresa Malich, Jill Guernsey, Harris Atkins and Jeane Derebey. Board members John Jernejcic and Charles Carlson were present. Staff present: Jennifer Kester, Cliff Johnson and Diane Gagnon. Kurt Latimore from the Latimore Company was also present.

CALL TO ORDER: 5:30 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of March 15th, 2007 as written.
Pasin/Guernsey – Motion passed unanimously.

NEW BUSINESS

1. Design Review Process Improvements – Batch 1b – Discussion of the second batch of proposed amendments in Phase 1.

Senior Planner Jennifer Kester went over Phase 1b and the timing of current process of Design Review. She introduced Kurt Latimore and he went over the constraints of Design Review

Mr. Latimore went over the objectives of predictability, efficiency, collaboration and timeliness and the importance of these objectives to the applicants. He noted that there will be three main ground rules as we look at alternatives to improve the design review process.

- Progressive review that aligns with the natural sequence of a project
- One open record hearing is all that is allowed
- Quality development

Mr. Latimore then went over the various points on the board.

Phasing of the changes

1. Process
 - a. Sorting of overlaps – done
 - b. Timing of decision making– where we are now
 - c. Clarification
2. Applicability
 - Comp plan
 - Sub areas -
 - Historic
 - View Basin

GH North
Westside
Employment

Thresholds -

DRB Lite
Exceptions
Mandatory

Typologies –

Single Family
Multi-family
Subdivisions
Non-residential
Transitions

3. Implementing text amendments

4. Sub Area Plan

Discussion was held on mandatory review and the City Attorney's position that mandatory design review may violate the one open record public meetings act. Jim Pasin stated that he felt that mandatory design review didn't necessarily achieve the objectives and Ms. Kester stated that perhaps it achieves quality development although not necessarily quicker.

Jim Pasin voiced concern that there are elements in Design Review that he didn't feel mattered or made good sense. Ms. Kester stated that they will have to discuss that during the applicability phase. Harris Atkins stated that he was concerned that some of what was being done was apologizing for having Design Review and emphasized the need to maintain the character of Gig Harbor. He noted that the objectives listed were more methods of how the product is achieved.

Ms. Kester noted that whether you call them ground rules or objectives, quality development is the most important thing. Theresa Malich asked if there will be an open forum to have discussions about what people want to see and Ms. Kester said that we will be holding many public meetings and will try to promote them as much as possible.

Mr. Pasin asked about the possibility of changes happening at the state level to the regulation requiring only one open record hearing. Mr. Latimore spoke about phasing of a project and that there are ways to have several hearings on one project. Mr. Latimore spoke about the other cities he had worked for that have Design Review and the noticeable difference between projects that go through Design Review and those that don't. He also noted that in other cities they have sub areas that only review certain typologies and certain categories have mandatory review. He continued by saying that they may not strictly comply with the open record public hearings act; however, there is a prevailing practice out there. Discussion continued on other cities. Ms. Kester talked about the Seattle process and Mr. Atkins said he had looked into it also and was very impressed with their website and what he had learned about their process.

Chuck Carlson stated that he felt that a project as large as Uptown should not be able to obtain approval without going to the Design Review Board.

Jill Guernsey asked for something in writing from City Attorney Carol Morris regarding why the mandatory DRB process would violate the open public meetings act but the optional DRB meeting would not.

Kurt Latimore then went over more specifics of the Phase 1b proposed changes. He explained that right now we are talking about our current standards and the timing of how they are processed. Everyone was given a flow chart of the proposed timing and concurrent processes.

Jill Guernsey brought up whether some things should be earlier or later in the process and in moving some earlier will that only create more problems. She asked the DRB members if making the decision sooner would be better. Charles Carlson answered that when they see projects at the end the developer has invested in his design and is reluctant to change anything so seeing it earlier would be better. Jim Pasin answered that the key is to review the topography and retaining walls early and review the details of lighting, color, etc. later in the process.

Harris Atkins asked why the current DRB pre-application process was not working and Ms. Kester replied that she felt that it was perhaps because applicants are not required to have a pre-application and it is non-binding.

Ms. Kester spoke about the draw back of moving some issues earlier in the process, stating that it may create a situation where the DRB recommends something that then has to be changed in the civil review process. She gave examples of how some recommendations by the board would have to be changed due to environmental or other regulations. Mr. Latimore continued with the explanation of the proposed changes to design review timing.

Ms. Kester talked about what was needed from the group tonight, stating that staff needed to know that this was a good direction to go so that language could be written. She talked about the need to define what the design schematic review would be and what perhaps the requirements for submittal could be. She stated that staff will be holding a meeting with developers to help develop the list of what could be considered complete at different stages in the process.

Mr. Pasin talked about the various pre-applications the DRB has had and that the applicant was happy with the process and that the end result was improved. Commissioner Atkins asked about predictability. Kurt Latimore explained that this proposal would be a binding recommendation.

Discussion was then held on moving the smaller details to the building permit stage and the idea of DRB Lite which would allow for small modifications approved by the Planning Director. Charles Carlson mentioned that he did not see any reason for lighting standards to come before the DRB at all and Ms. Kester said that it may be something that could be changed in Phase 2.

Mr. Latimore explained that the DRB Lite process could also apply to issues where there are small deviations to a design standard. Ms. Kester clarified that there are two elements to DRB Lite. Joyce Ninen asked if the process reflected the one in Redmond and Mr. Latimore said that a portion of this proposal did reflect that.

John Jernejcic said that he felt that the DRB Lite concept was a great idea and looking at it visually really helped. He asked if there will be more specific decisions made about what constitutes DRB Lite. Ms. Kester said that she would bring some proposed language to the next meeting to begin the discussion.

Charles Carlson said that he felt that this may result in the DRB seeing more projects twice but that things would be smoother.

Chairman Theresa Malich called a five minutes recess at 7:30 p.m. The meeting was reconvened at 7:40 p.m.

Commissioner Atkins asked about the concept of the DRB pre-app and would that still be possible. Ms. Kester said that if this process was adopted there would be two things that would need to be addressed and she stated that a DRB pre-app would that still be offered. Everyone felt that once they decided on the list of requirements for a DRB schematic they would decide if the pre-app is still needed. Ms. Kester then talked about preliminary applications to the DRB and whether those would still be offered. She stated that it seemed that the process would no longer be necessary once the levels of submittal were more appropriate. Jill Guernsey said that she didn't think there needed to be three different ways to go through the DRB.

Commissioner Pasin said that he would still like to offer pre-apps in order to encourage designs that are outside the box. John Jernejcic agreed. Mr. Jernejcic said that one of the comments the DRB had received was that the process tends to make all of Gig Harbor look the same and he felt that they should encourage people to bring new and different designs. Commissioner Ninen said that she felt that when more options were offered to assist an applicant it promoted collaboration.

Discussion was held on the idea that some DRB Lite decisions which modified DRB recommendations would possibly need to be sent out to the Hearing Examiner and the DRB. Commissioner Atkins said he would like to see what kinds of things would fall within the DRB Lite process. Everyone wanted to see language and more examples.

They then discussed the timing of clearing and grading and it's relationship to the process.

Ms. Kester explained that at the next meeting on the 19th there will be another work study session on this issue and she would have text for them to review. She stated that a public hearing will be scheduled for the first meeting in May in order to get public input early in the process. She also noted that there was a possibility that there will be a presentation by some local architects on underground garages. It was decided that the presentation would be the last meeting in May. Discussion will be held on Phase 1c being discussed at that meeting as well. It was decided that staff would ask the City Attorney about advertising it as a public hearing when there is a presentation. Ms. Kester also reminded everyone that there will be a joint City Council/Planning Commission/Design Review Board meeting on October 1st, 2007.

ADJOURN

MOTION: Move to adjourn at 8:15 p.m. Guernsey/Derebey – motion passed.

City of Gig Harbor Planning Commission and Design Review Board
Minutes of Joint Work-Study Session
April 19th, 2007
Gig Harbor Civic Center

PRESENT: Commissioners Jim Pasin, Joyce Ninen, Dick Allen, Theresa Malich and Harris Atkins. Board members John Jernejcic, Charles Carlson and Rick Gagliano were present. Staff present: Jennifer Kester and Diane Gagnon. Kurt Latimore from the Latimore Company was also present.

CALL TO ORDER: 5:30 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of April 5th, 2007 as written. Atkins/Ninen – Motion passed unanimously.

UPCOMING MEETINGS

Senior Planner Jennifer Kester explained that the next meeting is scheduled to be a public hearing on May 3rd; however, it seemed there may be a problem with a quorum and she asked for a poll of who would be attending from the Planning Commission.

Joyce Ninen – Yes
Harris Atkins – Yes
Theresa Malich – No
Dick Allen – Yes
Jim Pasin – No
Jill Guernsey – No
Jeane Derebey – Unknown

Ms. Kester then asked if it became necessary to reschedule the public hearing to a special meeting on Monday the 7th of May would everyone be able to attend and everyone said they could except for Ms. Malich. She stated she would let them know by e-mail what date was scheduled after speaking with Jeane Derebey. In addition she said she would e-mail the final ordinances prior to the public hearing.

OLD BUSINESS

1. **Design Review Process Improvements – Batch 1b** – Discussion of the second batch of proposed amendments in Phase 1.

Ms. Kester went over the four elements of this phase of process improvements.

Complete requirements

Senior Planner Jennifer Kester displayed the draft language for this element. She noted that she and Kurt Latimore had met with Dave Freeman a local architect and brainstormed about complete requirements at different stages of review. She went through the Design review application requirements listed in 17.98.040.

Commissioner Joyce Ninen asked if perhaps retaining wall locations should be shown on a site plan and everyone agreed. She noted that they were asked for on the grading plan but should also be shown on the site plan.

Commissioner Jim Pasin stated that all of these requirements are expensive and time consuming but especially the tree inventory. Ms. Kester noted that it seemed important to the community in order to decide what trees should remain. Board member John Jernejcic noted that it was important to the community to retain significant trees and asked how it was determined where the trees are if you don't do a survey. Mr. Pasin said that he didn't disagree with the practice but he didn't feel that it was justified. Mr. Gagliano said that it seemed that there needed to be more regulations rather than less. Ms. Ninen suggested that perhaps they add language that allowed larger sites to perform a sampling.

Commissioner Harris Atkins asked what the definition of a significant tree was and Ms. Kester read the definition. Mr. Carlson noted that you do have to have an inventory in order to decide what should be saved. Mr. Gagliano suggested that there needed to be more in the definition of significant trees that dealt with species and size. Ms. Kester added the suggestion to the list of changes for Phase 2.

Ms. Kester added the word "significant" before the words "vegetation plan" for Item B. Mr. Atkins asked where the requirement was for a landscape plan and Ms. Kester said that it was within the requirements for site plan review. She also pointed out where in the requirements it stated that if landscaping is being used for mitigation then the applicant would have to provide drawings of the proposed landscaping.

Ms. Kester noted that storm water retention facilities should be added to the requirements for a site plan. Mr. Gagliano also noted that retaining wall heights should be added to the grading plan requirements. It was suggested by Mr. Gagliano that the word "preliminary" be added to Item E, Site Section Drawings.

Mr. Allen expressed concern with whether existing grade was being documented. Discussion followed on whether a small project would need a surveyor to do that. Ms. Kester explained that existing and proposed contours are asked for currently. Mr. Gagliano pointed out that if cuts are made before the topography is done then there could be a problem. Ms. Kester noted that height inspections are done at the building permit stage which is two or three levels of detail above design review. Discussion followed on whether this level of detail should be required at design review. Mr. Allen asked if there will be a requirement for topographic information prior to clearing and grading and Ms. Kester said yes at the civil plan stage for a clearing and grading permit and added that those plans are stamped by a surveyor.

Mr. Jernejcic suggested that two of the items for utilities and grading should be combined. Ms. Kester said that perhaps there should be a separate item for clearing limits. Mr. Gagliano said that utilities and grading are two different things and should be submitted on two separate pages and Mr. Jernejcic agreed. Ms. Kester went over situations where the DRB may want to know about utilities. Gagliano asked if there was somewhere that told the applicant that these items were part of a basic application and Ms. Kester said that they are asked for in the basic application. He then suggested that it be made clear which items were overlapping. Ms. Kester pointed out that a DRB application can be submitted early and that this was a topic of discussion for later in the meeting when early DRB review is discussed. Mr. Gagliano said that he felt that applicants would never submit all this detail without submitting for site plan review. Mr. Gagliano suggested that there be language added saying that only elements that are applicable need to be submitted and Ms. Kester added the phrase "if applicable" at the beginning of the list.

Gagliano suggested that the word "all" be removed from the reference to dimensions in Item H, Elevation Drawings. Discussion followed on how much detail is needed for trim and cornice. Mr. Pasin suggested that the word "detail" be replaced with "design" and everyone agreed.

Discussion was held on whether a master sign plan should be required. It was decided that it should only be required to submit a sign plan showing the general location and size of proposed signage rather than a master sign plan. It was noted that it should be required that it be consistent with GHMC Section 17.80. Item J was changed to equipment screening rather than just equipment.

Discussion was held on Item K, Color and Material. Mr. Jernejcic said that he felt that colors and materials were very important. He suggested that a color and material board be required and it was suggested that it be left to the discretion of the board to decide when and if they want to see a color and material board. It was decided to add language in this item that says if going to the DRB the applicant must submit a color/material board. It was decided that for Item L the word "detail" should be removed so that it just said "Fencing". The same was done for Item M, so that it just said "Light Fixtures".

Mr. Gagliano asked for more specificity in Item O, Design Review Board review. Everyone agreed that it needed to be rewritten.

Timing of Clearing

Ms. Kester explained this element of the process improvements. She stated that she had run this change through engineering to make sure that it would be okay with them. Mr. Pasin commented that "issued" had been changed to "approved" and Ms. Kester explained that is the language that engineering uses.

Early DRB Review

Ms. Kester explained this portion of the process improvements and went over what the code says currently and how it relates to what is being proposed.

Discussion followed on what order applications will be required to be submitted, noting that Design Review applications must be submitted either before site plan review or at the same time. Ms. Kester asked if they would like it noted in the ordinance and said she would ask the City Attorney if it was possible.

Mr. Latimore noted that in the old process they had to choose their path; whereas, with this new process they can submit an early DRB application whether they are going the administrative route or through the DRB.

Ms. Kester went over the changes and additional language being proposed as a result of the last meeting. She asked if they wanted specific language about being able to submit earlier and how soon something is reviewed when it is a complete application. She cautioned them about putting something specific if it can't be met. Mr. Gagliano spoke in favor of making it a policy rather than putting it in print. Ms. Kester explained what would happen when certain changes are made after a DRB recommendation. She also stated that the way the DRB writes their findings will have to change to either be more or less specific to allow for the administrative changes. Mr. Latimore noted that when there are administrative changes the DRB will be notified and given the chance for appeal. Mr. Gagliano noted that there should be a phrase added that if you are submitting your application prior to site plan review these requirements are stand alone; however, if you are submitting for both, these may be duplicative. Ms. Kester said that the note could be added to the checklist given to applicants.

Mr. Pasin said that with this change applicants will expect to get to the DRB early. He said that he felt that there should be some kind of time requirement for when they have to get to the DRB. Ms. Kester suggested adding something to the intent statement. Discussion followed on how much this was improving the process and whether there should be a required time frame. Ms. Kester felt that a more general requirement would work. She estimated that it would take about a month to get an early DRB review project to the DRB. Mr. Gagliano stated that they needed numbers to take this proposal to the City Council. Ms. Kester added a note to add language for intent to process early.

Mr. Gagliano suggested that the reference to a notice of application being sent out for PRD's should be changed to Subdivisions to make sure that the DRB gets notified of all multi-lot developments whether they are a PRD or not. Everyone agreed.

Administrative Alternative Option

Ms. Kester explained the two options in this process. She said that the first option for an administrative alternative was during the building permit process when a minor design review alternative was needed and the other option was for a project that had gone to the DRB and the Hearing Examiner and then an applicant wants to make a minor change. She asked that they look at what constitutes a small project and what criteria will have to be examined for approval.

Mr. Gagliano suggested that language be added to include renovations and/or remodels. Mr. Jernejcic pointed out that it could be a 15,000 sq ft house. Everyone agreed to add language for renovations and/or remodels of single family residences.

Ms. Kester then asked about the criteria and whether it should just say “meets the intent” or should it still say “equivalent and/or superior”. Everyone agreed that both the criteria should remain.

Discussion followed on the administrative alternative option of design review board recommendations. Ms. Kester explained the language and went over the items that would be allowed to be modified administratively. Mr. Gagliano pointed out that he felt that Item 1b made it so that someone could argue that they were allowed to modify those things. Ms. Malich said that she had a problem with the word substantially.

Mr. Gagliano suggested removing 1b. Discussion followed on this item. Ms. Kester read the definition of a minor adjustment to a site plan. Mr. Jernejcic suggested that when the DRB makes their findings they will have to phrase them knowing that they may be tweaked so if they don’t want something tweaked they would have to make it really tight.

Mr. Gagliano asked about the requirement for the DRB to be noticed of the administrative decision and he asked if there was an opportunity for appeal or perhaps a way for the DRB to be noticed prior to the decision.

Ms. Malich said she really didn’t feel comfortable with this section without the City Attorney looking at it.

Mr. Carlson said the final decision is the Hearing Examiners and if the DRB process is earlier this will result in the Hearing Examiner having more latitude. Mr. Gagliano suggested perhaps using the same language that is in the minor site plan amendment section.

Ms. Kester asked if they wanted to send it to the City Attorney with no limitations and the majority agreed. Discussion followed on the process used by other jurisdictions and what the cost and staff savings may be from making these changes.

ADJOURN

MOTION: Move to adjourn at 8:55 p.m. Atkins/Ninen – motion passed.

City of Gig Harbor Planning Commission
Public Hearing
Monday May 7th, 2007

PRESENT: Commissioners Jim Pasin, Dick Allen, Harris Atkins, Joyce Ninen, Jeane Derebey, Commissioner Theresa Malich and Jill Guernsey were absent.
Staff present: Tom Dolan, Jennifer Kester, Cindy Andrews, Kurt Latimore, Rick Gagliano representing DRB

CALL TO ORDER: 7:00 pm

APPROVAL OF MINUTES:

MOTION: Motion to approve the minutes as written.
Ninen / Allen – motion passed unanimously.

NEW BUSINESS:

PUBLIC HEARING

Senior Planner Jennifer gave a brief review of Zoning Code Text Amendment ZONE 07-0023 amending the complete design review application requirements and design review procedures.

Open public hearing – no one from the public was in attendance and the public hearing closed at 7:04 pm

Ms. Kester gave a brief review of Zoning Code Text Amendment ZONE 07-0024 amending the requirements for timing of clearing.

Open public hearing – no one from the public in attendance public hearing is closed at 7:06 pm

WORK SESSION

Ms. Kester suggested that the order of the agenda be reversed and it was agreed.

1. Timing of Clearing Draft Ordinance.

Ms. Kester briefly described the amendment. Mr. Pasin expressed concerned that the ordinance only deals w/clearing of natural vegetation. Ms. Kester explained that a clearing and grading permit would deal with natural vegetation. Ms. Kester stated that the amendment speaks to the fact that we do not want trees to come down without being ready to do some form of construction on the project. Mr. Pasin noted that he was having a hard time with the simplicity of the statement. Ms. Kester clarified.

DRAFT

Mr. Pasin stated his concern with the terms underdeveloped vs. non-developed he would prefer to see clearing of underdeveloped portions of approved site plans shall be permitted when civil plans for the development of those areas have been approved. Ms. Kester agreed and suggested that the word only be added to read, "Clearing of underdeveloped portions of approved site plans shall be permitted only when civil plans for the development of those areas have been approved." Mr. Allen asked Ms. Kester to clarify at what point are we assured that a survey had been completed. Ms. Kester responded that a survey may not be required at the land use phase but at civil plan review developers would be required to show a detailed survey with an engineer's stamp. Ms. Dereby asked when a tree survey would be required. Ms. Kester clarified the design review application requirements include the survey of existing trees. Mr. Allen asked in if there a survey referenced natural grade. Ms. Kester clarified that all surveys must be based on very specific regulations including existing contours. Mr. Latimore responded that land surveying codes would specify the procedures. Mr. Allen questioned: Once the original grade is destroyed what do you use for reference? Ms. Kester responded that the datum of the property would still exist for reference. Mr. Atkins asked how the community would be protected from a property being cleared and then allowed to sit for long periods of time prior to construction. Ms. Kester responded that our design manual has provisions for phasing. Mr. Atkins asked how would the city protect itself if a developer were to receive civil plans and remove trees and then not build in a reasonable time frame. Mr. Dolan noted that there is always the concern that this could happen and there is just a bit more risk with this amendment. Ms. Kester clarified the risk to be about a 3-4 month time frame and possible as little as 6 weeks. Mr. Dolan noted that civil plans are expensive to have drawn up and typically developers do not walk away. Mr. Atkins responded to note that he had seen sites where the developer had cleared but never developed the land. Ms. Kester agreed that there is a bit of risk but there is benefit for the developers.

Mr. **Atkins** addressed the issue of identification of significant vegetation. Ms. Kester clarified that as a part of most civil plans they will show a limit of clearing and grading and show their tree protection methods to be sure that they comply with Design Review approvals.

Mr. Gagliano commented on how easy it would be for a developer to get their money back from developing by selling the trees. He suggested we should put something in the ordinance to prevent that. Mr. Pasin commented that was an assumption that there is significant timber to recoup the costs. Mr. Gagliano responded it would be an assumption. Ms. Derebey asked if Uptown Development could have done such a thing. Mr. Gagliano asked if the process for getting a civil plan is sufficient. Ms. Kester responded that they would be required to get a Forest Practice Permit. Mr. Gagliano asked if this were a separate permit. Ms. Kester clarified it was and would not be regulated by the city but by DNR. Mr. Gagliano stated that if a civil plan does not circumvent the state requirements for logging than it does not appear to be such a big risk. Ms. Kester clarified that as the code reads now, a property owner can now clear up to 50% of the trees on a property without site plan approval provided they retain all the trees in the setback. Mr. Allen asked if this would apply to any tree. Ms. Kester responded significant trees only. Ms. Derebey asked would the ordinance apply to commercial development. Ms. Kester replied yes.

Mr. Pasin asked if there would be support for changing the language from positive to negative. Ms. Derebey responded that positive would be the way to go but added that she would like to see the word "only" added as suggested.

Ms. Kester reviewed the changes to state, “Clearing of underdeveloped portions of approved site plans shall only be permitted once civil plans for development of those areas have been approved.”

MOTION: Move to amend the wording under B as written.
Pasin / Allen – Motion passed.

MOTION: Move to forward the draft ordinance to City Council for approval.
Pasin / Ninen – Motion passed

17.98.030 Landscape Plans

Ms. Kester reviewed the proposed changes to landscape plan requirements which includes allow schematic planting plans. Mr. Gagliano stated: If I were an architect going thru this process I may want to do this by myself but it seems to be more work to have all species called out in a schematic. Ms Kester clarified that this process is prior to Hearing Examiner and would not require all species to be called out. She stated that this is not part of design review.

Mr. Gagliano questioned if this plan could go forward thru the process. Ms. Kester confirmed yes. Ms Kester responded that sometimes a developer will narrow down the plans at building permit time. Mr. Pasin expressed his concern that with the requirement for irrigation. Should we require manmade irrigation when we are trying to conserve water? Ms Kester explained that we do have a provision for xeriscape plans that do not require man made permanent irrigation. Ms. Kester suggested adding the option for a xeriscape plan. Mr. Gagliano asked about the phrase “drought tolerant”. Ms. Kester stated that a xeriscape plan would include a maintenance schedule and includes more provisions that draught tolerance to be sure that the plants thrive.

17.98.040 Design review application requirements and 17.98.045 Design Review Process

Ms. Kester gave a brief review of the Ordinance noting a few changes since the last meeting. Ms Ninen asked where we included storm water detention areas in the complete application requirements. Ms. Kester noted that it is in the layout plan. Ms Ninen expressed concern as to why “site plan” was stricken and is now “layout plan”. Ms Kester explained that site plan review is a separate process and an applicant might confuse “site plan” with the site plan review process. Mr. Pasin asked Mr. Gagliano how he felt about the terminology. Mr. Gagliano noted that it was a little thin but it would make sense. Kurt stated that many different jurisdictions use the word site plan and it could cause confusion. Ms. Kester asked if A looked ok and noted that B is the significant landscape plan. Mr. Atkins asked if B & C could be incorporated into the same requirements. Ms. Kester responded that any of the plans could show up on the same sheet and we could leave it up to the developer to determine what would best. Mr. Harris asked if there were any questions with D or E. Mr. Pasin asked for clarification of E-4, Inkind Replacement. Ms Kester clarified inkind replacement as replacing with the same type of use but using new materials. Mr. Gagliano suggested the statement read maintenance or repair. Ms. Kester asked if everyone agreed; everyone did.

17.98.050 Administrative Approval

Ms. Kester pointed out the changes that had been made since the last meeting. Mr. Gagliano asked if there had been any new language since the last meeting. Ms Kester confirmed there was new language and continued to explain the 17.98.050 would appear to be new language but it is the same process. Ms. Kester asked for questions. None were asked.

17.98.055 Design Review Board Recommendation.

Ms. Kester reviewed the process and criteria pointing out the new section – Design Review Board Meeting. Mr. Gagliano questioned the removal of the 120 day waiver. Ms. Kester stated it was gone. Ms. Kester explained “C” was a newly written process and noted that C-2 & C-3 were added to clarify to the applicant their part in the process. Item 3 would clarify the direction for the DRB to make findings and recommendation, item 4 already existed, D addressed the public hearing process and items C & D was broken out for ease of reading. E addressed minor adjustments. Ms. Kester explained what would be considered minor adjustments. Mr. Harris expressed his concern with making changes in circumventing the Hearing Examiner’s process. Ms. Kester explained the City Attorney had agreed with the change; she added that when staff makes administrative decisions, staff is always conservative, as staff must feel comfortable defending the decision. Mr. Gagliano expressed his concern of the grey areas of interpretation; he noted that the design manual is subjective. Mr. Atkins expressed concern with the public’s understanding of this new process. Ms. Kester clarified that the DRB will be noticed of the minor adjustment application; the DRB would have an opportunity to review the project. The DRB will also be noticed of the decision as well as parties of record of the Hearing Examiner’s decision.

CD Change at 8:17 pm
Recess at 8:17 for 5 min.

Ms. Kester continued to note that every decision has an appeal period. Mr. Atkins asked if the DRB felt strongly about a project could they petition the director for review by the Design Review Board. Mr. Pasin suggested that a change in the phrasing to remove administrative decision and add director’s decisions. Ms. Kester suggested simplifying the statement to state the decision. Ms. Derebey noted that it would be more descriptive to state director’s decision. Ms. Kester agreed.

Mr. Dolan explained the need for the process change and assured the commission members that the decisions would be interpreted very conservatively. Mr. Gagliano suggested that prior to proposing the ordinance to council a group be formed to monitor the progress of the new changes and set a date for review of the process. Mr. Dolan suggested that with a process in place there could be joint meetings of the Planning Commission and DRB and that a date could be set to review these changes jointly by both groups. Mr. Atkins agreed and suggested the ordinance be reviewed in its entirety after it’s been effective for a bit of time. Ms. Kester asked if everyone was ok with the criteria. Ms. Derebey stated that on item # 2 she would prefer the language as it is written. Ms. Kester clarified that this is the current language in the Design Manual.

17.98.058 Administrative Review of Alternative Designs.

Ms. Kester gave a brief review of the ordinance. Mr. Gagliano asked if there would be any chance of misinterpretations in A.1. Ms. Kester believed there would not be. Mr. Gagliano asked if the wording should be changed to state residential remodel. Mr. Dolan suggested changing the wording to state building permit applications for new construction of single family detached only and duplex dwellings or remodels on lots of record and their accessory structures. Ms. Kester clarified the phrase noting that the word of clarified the intent. Ms. Kester suggested to the phrase could read Single Family detached only and duplex dwelling building permit applications for remodel or new construction on lots of record and their accessory structures. Mr. Gagliano agreed. Mr. Dolan agreed.

Ms. Kester noted a change to Notice of final administrative decision to read Notice of the director's decision. Mr. Derebey asked if it was intended for the word final to be removed. Ms. Kester clarified that it would not matter. Ms. Kester asked if everyone was ok with the changes to Administrative Review of Alternative Designs; everyone was o.k.

17.98.080 Design Review Process and Decisions Chart

Ms. Kester reviewed the changes to the chart. Mr. Gagliano suggested the removal of the X in HEX so it will read HE for Hearing Examiner. Mr. Kester agreed and made the change.

Mr. Atkins complemented the exchanges between DRB and Planning Commission: Mr. Gagliano agreed and recommended the DRB have an opportunity to review the ordinance prior to moving forward to council. Mr. Harris expressed his belief that the Planning Commission should not act until the DRB have had an opportunity to respond. (Sentence removed) Mr. Gagliano asked if Planning Commission delayed making a recommendation at this meeting, could the ordinance move forward to council in the desired timeline. Ms. Kester confirmed that one more joint meeting is scheduled. Mr. Gagliano asked if the DRB could vote on this at the next meeting. Mr. Ninen stated she felt the DRB were in agreement and would be comfortable making a recommendation. Ms. Derebey was also in agreement with making a decision. Mr. Allen would like to hear from more DRB members. Mr. Pasin would like to see this presented at the next DRB meeting. Ms. Kester agreed to do a quick overview at the next meeting of the DRB. Mr. Atkins agreed. Ms. Kester noted that the next meeting will begin with the review of this ordinance and continued with a brief review of the items to be covered on the next agenda.

ADJOURNMENT

MOTION: Move to adjourn at 8:55 pm – Derebey / Ninen- Motion passed

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

City of Gig Harbor Planning Commission and Design Review Board
Minutes of Joint Work-Study Session
May 17th, 2007
Gig Harbor Civic Center

PRESENT: Commissioners Jim Pasin, Joyce Ninen, Dick Allen, Jill Guernsey, Jeanne Derebey, Theresa Malich and Harris Atkins. Board members John Jernejcic, Darrin Filand and Rick Gagliano were present. Staff present: Jennifer Kester and Diane Gagnon. Kurt Latimore from the Latimore Company was also present.

CALL TO ORDER: 5:30 p.m.

APPROVAL OF MINUTES:

The minutes were not prepared as of the meeting date. They will be voted on at the next meeting.

OLD BUSINESS

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Zoning Code Text Amendment amending the complete design review application requirements and design review procedures (ZONE 07-0023)

Senior Planner Jennifer Kester stated that the Design Review Board had recommended approval of this draft ordinance. Additionally, she pointed out that Rick Gagliano had suggested that the wording of “site layout plan” be changed.

Darrin Filand suggested that perhaps the wording should be schematic site plan. Jeanne Derebey asked if perhaps schematic layout plan would work better. John Jernejcic said he would rather keep it as site layout. It was agreed that it should say site layout and drop the word site within the description.

Chairman Theresa Malich asked about page 10 where it references the historic register and asked whether that designation prevents a structure from being used as something else if the zone were to change. Ms. Kester stated that a structure on the historic register could change use; however, they would have to obtain a certificate of appropriateness in order to change the exterior.

MOTION: Move to forward a recommendation of approval to the City Council with the change of the wording to site layout. Pasin/Derebey – Motion carried unanimously.

Rick Gagliano arrived at 5:45.

NEW BUSINESS

2. **Design Review Process Improvements – Batch 1c** – Discussion of the third batch of proposed amendments in Phase 1.

DRB Quorum

Ms. Kester went over the current problem with the way the quorum is currently handled. She stated that she had spoken with the City Attorney who had suggested that the quorum be different dependent upon which kind of meeting is being held. For a Historic Preservation meeting it would be the majority of the members of the DRB. Project review meetings would require a majority of the appointed members of the DRB excluding the CLG members. She noted that both CLG members must attend for meetings where recommendations are being made to the state. Discussion was held on how to refer to the two historic preservation members. Mr. Filand asked if there was a purpose in stating that the quorum may include the Chairman. Ms. Kester explained that it was just for clarification. Mr. Gagliano said he felt that the wording was confusing.

Joyce Ninen asked if there was a requirement for one of the historic preservation members to attend certain meetings and Ms. Kester answered that it was not required. Mr. Gagliano said that he felt that one of them needed to be there. Discussion followed on the two separate historic preservation members and whether their attendance should be required. Jim Pasin expressed that he didn't feel it would be fair to an applicant if there were recurrent quorum issues. It was decided to refer to them as Historic Preservation members. Ms. Kester showed the item in the code relative to the Historic Preservation members and Mr. Atkins pointed out that the wording said that they shall participate in applications received pursuant to Chapter 17.97. It was decided for project review meetings the Historic Preservation members would not need to attend but CLG items would need a basic majority.

Common Area Requirements

Ms. Kester said that in talking to the City Attorney it was indicated that there had been some recent case law that had struck down open space requirements that were a blanket percentage. She explained that the common area section had been given to the City Attorney to suggest some new wording and would have the section by the end of June.

Industrial Building Exemption Criteria

Ms. Kester pointed out that she had sent an administrative interpretation that dealt with the industrial building exemption and explained that it had helped clear up some of the confusion but now it was necessary to get it into the code. She went over the exemptions. John Jernejcic asked why it says building, structure or site. Ms. Kester answered that there are various uses that do not necessarily include a building. Mr. Pasin said that he felt that there had not been an original intention to have 800 feet as criteria. Mr. Gagliano asked if they were making substantive changes or if perhaps this should be moved entirely to Phase 2. Ms. Kester suggested that she go through how the standards are applied today and then decide what we want to change.

Jill Guernsey suggested that in Item 2 the word industrial should be struck so that it just said building and that in 2a remove the comma after "or" and in 2b move the comma. She asked if it should say Subsection C and it was decided that it should just say "eligible for the industrial building exemption". Mr. Gagliano said that it really just needed to say not within the Historic District and not visible from the right of way. Ms. Kester pointed out that within the

Employment District it can be visible. Mr. Pasin said that he felt that using 800 feet was causing people from using an exemption. Ms. Kester asked if perhaps they should just deal with the larger issue of the IBE and not examine each word. Mr. Pasin said that he really felt that 800 feet made it impossible for an industrial building to be built. It was decided to remove it from the table

MOTION: Moved to table this issue. Guernsey/Atkins –

Mr. Pasin said that he felt that tabling the item without modifying the 800 feet would be detrimental and prolong the problem. Ms. Kester reminded them that it can put it into Phase 2. Mr. Gagliano illustrated where some of the zones were located and what these regulations could mean in different areas. Ms. Derebey asked when they would reach Phase 2 and Ms. Kester said that the text amendments themselves will probably not happen until October or November.

Motion carried with Jim Pasin opposed.

Zone Transition Update

Ms. Kester went over the current problems and explained that this was codifying an interpretation along with some further clarification.

John Jernejcic asked why a property owner cannot negotiate an easement for putting the buffer on and Ms. Kester explained that the City Council felt that it should be on their property. Mr. Pasin said that as an example the Stroh's property has been there forever, but if the Strohs want to rebuild they will have to buffer from the townhouses. Mr. Pasin said that the residential property should have to have the buffer. Ms. Kester explained that they could go through the development standards by averaging the building footprint and height rather than having a buffer.

Mr. Gagliano said that although he never really liked the rule he did support it and noted that it needs to be thought about in conjunction with the building size maximums. Mr. Pasin said that he felt that this would not work within the downtown area. Ms. Kester pointed out that the buffer option is not applicable in the height restriction area. Mr. Gagliano said that it should be a reflection of the scale of surrounding structures. Mr. Allen asked for clarification of the buffer requirements. Discussion was held on what an appropriate amount of buffer was. Mr. Gagliano asked about what the different transitions were. Ms. Kester went over the standards in 17.99.170. Discussion followed on how the standards are applied in the different zones.

MOTION: Move that draft language is developed to codify the administrative interpretation. Guernsey/Atkins –

Mr. Pasin said that he didn't feel that it was clear as to who was creating the need for the buffer. Ms. Ninen said that maybe it should say as a result of recurring development or the parcel being developed. Ms. Kester pointed out that both properties could be developed at the same time. It was decided on "entirely located on the parcel being developed". Ms. Kester said that there may be a need to totally look at zone transition standards and maybe the Council will accept it more readily. Mr. Pasin said he would like clarification on where this standard applies. He said that it

seemed to say that a residential development may be required to have a 40' buffer. Ms. Guernsey said that she believed it may be a problem but she still believed the language should be clarified. Ms. Kester explained how this section of code was applied today.

Motion carried with Jim Pasin opposed.

Discussion was then held on Item 2 of zone transition. Ms. Kester explained the average building footprint and building height measurement. She explained that the amendment was to make it so that the same method would be used for averaging the building footprint and height. Ms. Guernsey suggested that in item 2A the words "at the discretion of the applicant" be added. Mr. Pasin explained a situation where the 200' could be unreasonable. Kurt Latimore asked about legal nonconforming uses. Ms. Kester explained that if they were in the same zone then zone transition would not apply. She reminded them that they were only trying to fix the consistency of the height and footprint measurement.

MOTION: Move to approve the change as written Guernsey/Ninen – Motion passed unanimously.

Prominent facades

Ms. Kester stated that there was no specific language written at this time and she was looking for direction on what language to write. She stated that in the 1996 manual it was clear that the architectural standards only applied to prominent facades. In 2004 when it was updated some of those exemptions did not follow through so staff has had to struggle with how to apply the standards to non prominent facades. She stated that of particular interest were mass and scale, windows and doors and siding and trim. She asked if they wanted to increase the number of standards which are exempt if the façade is considered not prominent. Mr. Pasin said that it is not practical to not have a back side to a building. Ms. Kester said that what she was asking was given what the definition is, do we want to change the standards which apply to prominent facades. Mr. Jernejcic pointed out that Mr. Pasin had been concerned about the view seen from residential properties to a commercial property. Mr. Gagliano stated that when changes have been made to non prominent facades it has been more material and windows not to mass and scale. Ms. Kester suggested that mass and scale should be the only ones exempt. Mr. Filand asked why look at it at all if it's not a prominent façade. Mr. Gagliano said that he didn't like having one or two sides of a building looking good. Ms. Kester said that maybe that was why in 1996 the only exemption was mass and scale. Mr. Gagliano said that he felt that solid/void ratio should also not apply. Ms. Kester said that it is not applicable to non prominent facades now. She then suggested that they apply the language as it was in 1996 and she would bring some suggested language. Mr. Gagliano suggested that it also state what does apply on non prominent façades. Ms. Kester said she didn't think it was necessary but it could be more specifically stated. Everyone agreed that avoid long low wall planes and provide substantial shifts in walls and roof surfaces should not apply to non prominent facades. Ms. Kester said that she would separate the prominent and non prominent facades requirements and bring back language.

MOTION: Move to recommend that staff bring back language for the categories of review including 2 and 3 as prominent facades only. Atkins/Guernsey – Motion passed unanimously.

UPCOMING MEETINGS

June 7th Work study session at 5:30 with 7:00 p.m. public hearing on zone transition and prominent facades
June 11th Council meeting on the 1st reading of the process improvements.
June 21st Phase 2 Plan for comp plan amendment changes.

ADJOURNMENT

MOTION: Move to adjourn at 7:49 p.m. Atkins/Guernsey – Motion passed unanimously.

City of Gig Harbor Design Review Board
Meeting Minutes
Thursday May 10th, 2007
Gig Harbor Civic Center

Present: Board Members: Victoria Blackwell, Jim Pasin, Charles Carlson, Darrin Filand and Rick Gagliano. Board member John Jernejcic was absent. Staff Present: Jennifer Kester, Lita Dawn Stanton and Diane Gagnon.

Call to Order: 6:00 pm

1. **Barghausen Consulting Engineers, Inc.** – Design Review (DRB 07-0061) of a proposed retaining wall at the Shops at Harbor Hill located at 11102 51st Ave., Gig Harbor.

Senior Planner Jennifer Kester began with her staff report on the proposed retaining wall. She noted that the wall would be approximately 200 feet long with portions exceeding 6 feet in height and that it is proposed as a rockery wall with a 4' foot high black tubular railing on top of it for safety. Ms. Kester stated that it will be adjacent to the native growth protection area along Harbor Hill Drive. She stated that this seemed to be the best option in order to maintain the previously approved site plan and to allow retention of the trees. Ms. Kester said that the applicant has indicated that no more than 3 feet of wall should be visible from Harbor Hill Drive, given the topography. She stated that she had recommended findings and conclusions, that it be natural rock with ferns planted in it and if 3 feet is visible from Harbor Hill Drive there will need to be an enhancement of the native buffer.

David Segal with Barghausen Consulting went over the design of the proposed wall. He illustrated the native growth protection area photos and noted that the elevation exhibit was from the Harbor Hill sidewalk at a pedestrian viewpoint. He pointed out the dashed line which would indicate the sidewalk and that there were a couple of spots where the wall rose above the sidewalk.

Rick Gagliano stated that the plaza is actually higher and asked if the line on the drawing represented the top of the wall with the railing. Mr. Segal noted that the railing would be on top of the line.

Board member Jim Pasin said that he was basically comfortable with the plan, he wanted to make sure the design of the wall was complementary to the other rock walls on the site, using the same materials and would also like to have some assurance that the fencing matches. He also said that he would hope that there was an opportunity to plant some 6 or 8 foot evergreen trees in the blank spaces of the native buffer to fill it in a little more.

Mr. Gagliano asked about the design of the railing and Mr. Segal said that it will be the same railing as in the rest of the development. Mr. Gagliano asked if the railing could be 42" high rather than 48" high.

Board member Vickie Blackwell asked if this was the only retaining wall in this area and Mr. Segal verified that it was the only one in this area.

MOTION: Move to adopt the findings contained in the staff report and recommend the Hearing Examiner approve the proposed retaining wall with the following conditions:

1. The retaining wall shall be constructed of the same natural rock and the other rock walls in the site plan. Additional vegetation, such as ferns, shall be planted in the natural rock wall.
2. If more than 3 feet of the wall is visible from Harbor Hill Drive, additional native trees, shrubs and groundcover shall be planted in the native growth protection area as necessary to screen the wall.
3. The railing on the top of the wall shall be complimentary to the other railings on the site. The height of the railing shall be the minimum required by the IBC.
4. Additional native evergreen trees of 6 to 8 feet in height shall be planted in the native growth protection area adjacent to the wall, where appropriate, as approved by the planning staff.

Pasin/Gagliano – Motion passed unanimously.

2. CLG Program - Update on recent Historic Preservation efforts.

Community Development Assistant Lita Dawn Stanton gave an update on CLG issues and various grant applications. She stated she filed the grant application for an inventory of the Millville District and landmarks. She noted that the presentation is on June 11th. She stated that the Wilkinson Barn Historic Structures Report is going forward with a public meeting scheduled on the 6th. She noted that it will be on the city website and the in the public meetings calendar in addition to a special article in the gateway. Ms. Stanton then gave an update on the Washington State Heritage Grant for Eddon Boat, noting that clean up is underway and will probably take 1-2 years to complete.

Jim Pasin asked about the use of the facility and that he was concerned with a historic house being used as a restroom and the information center being moved to the Skansie House. He believed they should be preserved as homes and not converted into restrooms and public buildings. Ms. Stanton said that the Tourism Board is presenting to council on the 29th and then the council will decide if it will be brought back to the DRB. Ms. Blackwell noted that the Tourism Board had come to the Historical Society for information and that they intend to maintain the historic significance has a home with rooms for exhibitory. She said it had been discussed that the house be set up as a home. Mr. Pasin said that sounds a lot different from an information center and he was concerned with the parking situation in that area. Ms. Stanton reminded the DRB that they did not really have jurisdiction over the interior use of the house. Ms. Kester noted that there is a Tourism Board, Parks Commission and the DRB involved. Mr. Gagliano said he would like to see wording in the CLG charter that there is a connection between uses and the historic nature of the building. Ms. Stanton said that the Secretary of Interior Standards do allow boards to accept uses. Mr. Gagliano stated that some uses could really destroy a structure's historic significance. Ms. Kester said that staff will get back to them on their authority on adaptive reuse.

Mr. Carlson pointed out that one of the reasons the house was saved was to provide bathrooms. Ms. Stanton added that the boat building cannot provide the public restrooms and that the garage of the single family residence would be the location of the restroom. Mr. Carlson pointed out that the house has had many uses since it was used as a single family home. Ms. Kester further explained the restraints of the site.

The board then discussed historic naming of the Scofield Estuary Park. Ms. Stanton stated that the Historical Society has forwarded some possible names to the City Council. Ms. Blackwell went over the names on the list and gave a brief history on each.

Chairman Darrin Filand arrived at 6:45.

Mr. Pasin asked Ms. Blackwell which name she believed was more appropriate and she answered that she recommended Twa-wal-kut since it is Native American for Gig Harbor and the estuary is where they resided. Ms. Kester stated that there are a couple of plats within the Historic District that will need to use the historic names list also. Mr. Pasin said that he would like to see the Austin name be used since the mill was on that location. The DRB decided to recommend that either Austin or Twa-wal-kut be used.

MOTION: Move to forward a recommendation to the City Council that either Twa-wal-kut or Austin be used for the Scofield Estuary Park due to their specific relationship to the site. Pasin/Carlson – Motion carried with Darrin Filand abstaining.

3. Historic Net Sheds – Discussion on the implementation of an ordinance regarding historic net sheds.

Community Development Assistant Lita Dawn Stanton went over the proposed list of required elements and typical elements for historic net sheds.

Mr. Pasin complimented Ms. Stanton on her work on the list and asked about under the required elements where it says dock should it say supported by piles and asked if there should be some language added regarding a float. Ms. Stanton answered that floats were not usually a part of the old net sheds.

Mr. Filand asked about roof pitch and whether it needed to be so specific and suggested perhaps there should be a range since there seemed to be different pitches. Ms. Kester also added that perhaps there could be a minimum with a provision for sub structures. Ms. Stanton suggested that perhaps it should be left blank and confirmed what the existing roof pitch is on each property on a case by case basis and then judge whether a change is appropriate.

Mr. Gagliano asked about pictures 5 and 8 and whether only the green roof section was the net shed. Ms. Stanton answered that the white portion was built in 1924 and the other in 1971 so if that building was brought before the DRB it would have to be determined which portions should be included in the listing.

Ms. Stanton asked if they wanted to make a percentage of the required elements required or a certain number. Mr. Pasin said that he would not want to make it a required number but rather deal with each one individually.

Ms. Stanton further explained the process for a certificate of appropriateness. Mr. Gagliano said that he also felt that each building should be treated uniquely.

Ms. Blackwell agreed that it should not be restricted too much then it is too discouraging for the applicant and they may not retain the structure. Mr. Gagliano said that he thought it was great to have pictures of all of them so that as they come in individually you can see the elements that tie them together.

Ms. Stanton pointed out that rough sawn fir was on the list and that would have to be something decided one at a time as that is definitely an expensive item. Mr. Pasin said that he thought that there was siding available that looks like rough sawn siding.

Ms. Stanton posed the question as to whether the net shed currently used as Isa Mira should be on the list since it has been substantially changed. Ms. Kester pointed out that there is no official list; it will just be a matter of if and when someone asks to have it put on the register.

Mr. Gagliano said that he would remove roof pitch, scale height and scale facades. Ms. Stanton asked if, when they are looking at a net shed those would be important elements of a net shed. She gave an example, stating that another story would change its look entirely. Mr. Gagliano suggested that it say that they are typically one story and rectilinear. He also recommended that roof materials and siding be removed from the list. Charles Carlson disagreed. Ms. Kester reminded them that typical elements were things that the CLG board would decide which were important at the time of application, they are not required elements. She said she agreed with making the list less specific.

Ms. Stanton noted that this checklist could be used more for the applicant to categorize what features are present in the application rather than what is required.

Mr. Pasin noted that most people are going to want to modify them for current uses and that using this checklist for the applicant is more useful. Ms. Kester suggested adding a blank for existing. Ms. Stanton said she would take the list and redo it to make it more applicant driven.

OTHER BUSINESS

Mr. Gagliano then briefed the DRB on the recent Planning Commission meeting and proposed changes to the design review process. He noted that the Planning Commission had asked that the DRB review the changes once more prior to their passage. Ms. Kester said that the Planning Commission expressed approval of the changes; however, they just wanted to make sure that there were no issues with the DRB. Ms. Kester then went through a quick synopsis of the changes and asked if there were any questions.

Mr. Gagliano asked if perhaps the term “lay out plan” should be changed to “schematic site plan”. Mr. Gagliano then asked if there could be some clarification on Type II and Type III

applications. Ms. Kester said that the language is used throughout the code and used only by staff for determining the process.

Mr. Gagliano said that he felt the most important discussion was on the new section which allowed the director to make a decision changing a DRB decision. He asked everyone about their opinion on using the word substantial change versus a hard and fast number. Mr. Carlson agreed that it should remain substantial so that applicants have to prove why it is a minor change. Mr. Gagliano noted that sometimes with turnover there is a change in how people interpret the terms. Mr. Carlson pointed out that if they are denied by the Planning Director they can still go to the DRB. Ms. Kester assured them that planners are going to be conservative and that the DRB will get the opportunity to review the change. Ms. Kester also pointed out that they will see more approvals than denials since staff will steer people in the direction most likely to succeed.

Mr. Pasin asked that if anyone had anything to comment on to please let the Planning Commission know.

MOTION: Move to forward a recommendation to the Planning Commission to proceed with forwarding the Design Review Process changes to the City Council. Gagliano/Filand – Motion passed unanimously.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of the meeting of March 22nd, 2007 as written. Pasin/Gagliano – Motion passed unanimously.

It was noted that Ms. Blackwell would bring a list of historic facilities. Ms. Blackwell acknowledged that she would bring the list when her computer was functioning.

UPCOMING MEETINGS

Ms. Kester noted that the next meeting on May 24th is cancelled. She then updated the DRB on the next phase of the Design Review Process Improvements before the Planning Commission and that June will be the kick off of Phase 2.

Mr. Gagliano encouraged everyone to attend the Planning Commission meeting on May 17th and noted that the City Council will be having first reading on June 11th. Ms. Kester said that she would e-mail reminders.

Jim Pasin said he would not be available for the June 21st meeting. It was also noted that the July 5th Planning Commission meeting is cancelled.

It was suggested by Chairman Filand that perhaps Gig Harbor could examine the possibility of having design awards like the City of Redmond. Ms. Kester said she would research it. She suggested perhaps it could be a public nomination process with a subcommittee of several groups.

Ms. Kester then gave an update on current projects.

ADJOURNMENT

MOTION: Move to adjourn at 7:55 p.m. Carlson/Pasin – Motion passed unanimously.



ADMINISTRATION

To: Mayor and City Council, City of Gig Harbor
From: Carol A. Morris, City Attorney
Date: June 5, 2007
Re: Amendments to the Design Review Process

Background:

The Regulatory Reform Act (chapter 36.70B RCW) required cities and counties to adopt an "integrated and consolidated project permit process" that included a number of elements, including but not limited to, a review process that "provides for no more than one consolidated open record hearing and one closed record appeal" (RCW 36.70B.060(3)), and "a notice of decision as required by RCW 36.70B.130 and issued within the time period provided in RCW 36.70B.080" (RCW 36.70B.060(7)). The time period for issuing the final decision on a project permit application in RCW 36.70B.080 is not more than "one hundred twenty days, unless the local government makes written findings that a specified amount of additional time is needed to process specific complete project permit application types. (RCW 36.70B.080)(1).) State law allows the City to exempt certain types of project permit applications from these requirements, under certain limited circumstances. (RCW 36.70B.140.)

The City incorporated the requirements of the Regulatory Reform Act in Title 19 of the Gig Harbor Municipal Code. However, the City exempted the process for Design Review Board review of applications from these two requirements, and allowed the Board to hold a "public meeting" as opposed to a "public hearing" on the application. (The differences are addressed in RCW 36.70B.020(5).) So that the applicants would understand the effect of this exemption, applicants were required to sign a waiver from these requirements before the application would be forwarded to the Design Review Board.

Proposed Action:

As you are aware, one of the amendments to the Design Review process in the attached proposed ordinances is the elimination of the applicant's waiver of Title 19 processing. If the Council passes the ordinance amending the process, the City will be required to process the design review application, as well as the underlying project permit application, within 120 days after issuance of the determination of a complete application. (Preliminary plats must be processed

within 90 days after the determination of a complete application, short plats and final plats within 30 days.)

Potential Consequences:

Failure to process applications within the deadlines established in the City's code and state law could have significant adverse consequences. Under RCW 64.40.020:

Owners of a property interest who have filed an application for a permit have an action for damages to obtain relief from acts of an agency which are arbitrary, capricious, unlawful or exceed lawful authority, or relief from a failure to act within time limits established by law; . . .

In such a lawsuit, the property owner could request damages for untimely project permit processing, which include:

reasonable expenses and losses, other than speculative losses or profits, incurred between the time a cause of action arises and the time a holder of an interest in real property is granted relief as provided in RCW 64.40.020.

RCW 64.40.010(4). In addition, the prevailing party in an action under chapter 64.40 RCW may be entitled to reasonable costs and attorneys' fees. RCW 64.40.020(2).

Recommendation:

If the Council desires to adopt this ordinance, the Council should ask the staff to provide information regarding the manner in which a project permit application will be tracked internally so that the final decision issues on or prior to the deadline.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Plan Review Consultant Services

Dept. Origin: Community Development

Proposed Council Action:

Approve contracts with Eagle Eye Consulting Engineers and CWA Consultants for on-call plan review services.

Prepared by: Bower

For Agenda of: June 11, 2007

Exhibits: 2 Contracts

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RJK 5/31/07*

Approved as to form by City Atty: *CAM 5/29/07*

Approved by Finance Director: *CD 5/31/07*

Approved by Department Head: *JRW 6/4/07*

| | | | | | |
|-------------|---|----------|---|---------------|---|
| Expenditure | | Amount | | Appropriation | |
| Required | 0 | Budgeted | 0 | Required | 0 |

INFORMATION / BACKGROUND

The high volume of building permit applications currently being experienced has increased the turn-around time on plan reviews beyond the departments target of 28 days. To assist in assuring timely permitting the department intends to establish on-call plan review service contracts with consultants who responded to our Request for Qualifications. On-call plan review services will be used at the building official/fire marshal's discretion to assure timely permitting of projects.

FISCAL CONSIDERATION

Plan review consultant services will be paid for through plan review fees charged as part of the permitting process. Consultant fees will reduce the plan review fee revenues when consultant services are utilized.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve contracts with Eagle Eye Consulting Engineers and CWA Consultants for on-call plan review services.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
EAGLE EYE CONSULTING ENGINEERS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and Eagle Eye Consulting Engineers, a corporation organized under the laws of the State of Washington, located and doing business at PO Box 523 Olalla, WA 98359-4019 (hereinafter the "Consultant")

RECITALS

WHEREAS, the City is presently engaged in the review of plans and building permit applications in advance of permit issuance by the Community Development Department and desires that the Consultant perform plan review services as described herein; and

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

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

TERMS

I. Description of Work

The consultant shall perform all work as described in Exhibit "A".

II. Payment

A. The City shall pay the Consultant an amount based on a percentage of the plan review fees as determined under the City's current fee resolution as described in Exhibit "B", which shall not exceed Six Thousand Dollars (\$6,000.00). This is the maximum amount to be paid under this Agreement for the work described in Exhibit "A", and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement, PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The parties agree that there is no minimum amount the City may be billed under this Agreement and that all fees shall be established as set forth in Exhibit B.

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

C. The following procedure shall be used for determining Consultant fees in relation to this Agreement. First, the City will receive the permit application and submittal documents. The permit and plan review fees will be determined by the City at that time. Second, the City will contact the Consultant to determine its availability for review services under this Agreement. The City will provide the Consultant with its fee calculations showing permit and plan review fees charged by the City and the Consultant's plan review fees as determined in Exhibit "C". If the Consultant agrees to the fees and is available to perform the work, one set of the plans and supporting submittal documents will be transferred to the Consultant for review. Finally, the consultant will invoice the City for services rendered upon completion of the review as outlined in Exhibit "C" and the plans will be returned to the City in the manner described under Exhibit "A".

III. Relationship of Parties

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

The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder. The Consultant shall have no authority to issue any permits, approvals, or to make any final decisions on any permit applications, which authority shall be reserved to City employees.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit "A" once the Consultant has notified the City that it is available to perform the work (as provided in Section II(C) herein, and the City has transmitted a copy of the plans/application to the Consultant. This Agreement shall expire on or before June 11, 2008, regardless of whether the Consultant has expended all of the funds allocated herein for the work described in Section A.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims,

injuries, damages, losses or suits, including all legal costs and attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

VIII. Insurance

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

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

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

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

Original documents, drawings, designs, and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available

or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

CITY:
Dick J. Bower, CBO
Building Official/Fire
Marshal
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Conflicts of Interest

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

XX. Integration

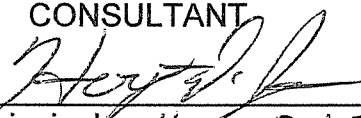
The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering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

XXI. Severability.

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

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

CONSULTANT

By: 
Principal HOYT D JETER

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:

Dick J. Bower, CBO
Building Official/Fire Marshal
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Exhibit "A"
SCOPE OF WORK AND PROCESS

1. Plan Review

A. The Consultant will review plans submitted with building permit applications for structural and non-structural code compliance in accordance with the currently adopted construction codes, Washington State Building Code (current WAC), Washington State Energy Code, Washington State Ventilation and Indoor Air Quality Code, and the Gig Harbor Municipal Code, except that the Consultant will confer with the Building Official/Fire Marshal or his/her agent on any portion of the review that specifically requires an approval of the building or fire code official under the applicable code(s) for alternate work or methods, or that involves an unusual interpretation.

B. The Consultant will not design for the applicant, make any changes on the plans that involves primary structural elements or connections, or make any change that directly contradicts other information on the plans. Any change marked on the plans must be made by or under the direction of the applicant and be clearly identified as such on the plans. All necessary notes and details must be on or directly attached to the approved permit set of plans.

C. If corrections or additions are required, the Consultant will write and send a review letter to the applicant and will send a copy to the City's building official/fire marshal. The review letter will describe each required correction or addition, and reference the applicable code section. It will also direct the applicant to submit the revised or added information to the Consultant and the City of Gig Harbor Building and Fire Safety Department. The Consultant will provide a facsimile or electronic transmittal of the review letter to the applicant or their agent when requested by the applicant. All communication will be directed to the contact person named on the application.

D. After final review by the consultant the Consultant will indicate that the plans have been reviewed and found to be in substantial compliance with applicable codes and ordinances. The plan reviewer's signature and approval date will be affixed to such statement on the plan set.

E. After receipt of the plan set from the Consultant, the City will continue processing of the application and notify the applicant of the final decision.

2. Process

A. The City will determine and collect plan review fees to be paid by the

applicant per the City's fee resolution.

B. The Building Official/Fire Marshal will determine which plans are to be reviewed by the Consultant.

C. The City will intake, track, and process the permit applications and all revisions per current City of Gig Harbor administrative procedures.

D. The City will be responsible for the transportation of applications, plans, and revisions to the contractor.

E. The Consultant will be responsible for transportation of approved applications, plans, and revisions after the Consultant's final review to the City.

F. The Consultant will complete the review and will either provide final recommendation for approval of the application and notify the City of approval via return of all materials, or will send the applicant and the City a review letter within the timelines listed below. Each timeline will begin from the day the Consultant receives the plans. Unsolicited submittal of significant plan revisions by the applicant will be reviewed according to the initial review timeline. Unsolicited submittal of minor plan revisions by the applicant will be reviewed according to the revision timeline (item 1b or 2b below).

1. Single Family (Residential) and Other Less Complex Projects

a. Eight (8) working days for initial review of projects sent to the Consultant at a rate of five (5) or fewer projects per week. Additional projects beyond five per week will be reviewed initially within fourteen (14) calendar days.

b. Five (5) working days for review of revised plans or additional information.

2. All Other Projects (including all new separate commercial buildings)

a. Twenty-one (21) calendar days for the initial review.

b. Fourteen (14) calendar days for review of revision submittals unless otherwise agreed to by the City in advance.

G. Within two (2) days of receipt of the plans, the Consultant will indicate if they are not able to meet the timeline for the review. The Consultant will return plans to the City if the timing on review could not be negotiated. The review time may be negotiated when the quantity and/or complexity of projects to be reviewed for the City constrains the Consultant's ability to meet the timelines. If, at any time after the plans have been sent to the Consultant, if the Consultant finds that it cannot perform a timely review or that the review hasn't been done in a timely manner, the City may demand that the plans be immediately returned to the City so that the City can perform the review to completion. If the City demands that the plans be returned to the City on timeliness grounds, the Consultant shall not be entitled to any fee.

Exhibit "B"

Calculation and Payment of Fees

1. Valuation to Determine Review Fees

- A. The valuation used in determining the permit and plan review fees for conventional projects will be the applicants submitted valuation or the valuation determined using the Square Foot Construction Costs table established under the current City of Gig Harbor fee resolution whichever is higher.
- B. Experience and judgment shall be applied to determine valuation for commercial tenant improvements and unconventional projects such as foundation repairs, retaining walls, etc. where a clearly defined added floor area is not identifiable. The Contractor and the City shall agree on valuation prior to beginning plan review for such projects, based on the applicant's valuation, a detailed bid, or other approved estimating methods.
- C. Each separate structure shall be valued individually.
- D. The Consultant's fees shall be based on the following provisions:
 - 1. Building Permit Fee: As set forth in the current City of Gig Harbor fee resolution. (This is not the Consultant's fee)
 - 2. Plan Review Fee: 65% of the building permit fee as determined by the current City of Gig Harbor fee resolution. (This is not the Consultant's fee)
- E. The Consultant's fees shall be as described in Section 2 below with a minimum fee as indicated for each new building except that no minimum shall apply to repetitive buildings (identical to a previous building).

2. Consultant's Plan Review Fees

Consultant's fees shall be in accordance with the following tables:

A. Partial Review – Review of only Structural, Non-structural, WA State Energy Code, or Ventilation and Indoor Air Quality Code compliance:

| Construction Value | Base Fee (% of plan review fee) | Hourly Rate (for reviews in excess of two) |
|--------------------|------------------------------------|---|
| To \$500,000.00 | 55% | \$85.00 |
| To \$2,000,000.00 | 45% | \$85.00 |
| To \$5,000,000.00 | 38% | \$85.00 |

Projects with value in excess of \$5,000,000.00 shall be charged at the rate of \$85.00 per hour, with a minimum fee equal to 33% of the plan review fee and shall not exceed 38%. Fees in excess of the minimum fee must be negotiated with the building official/fire marshal prior to beginning review.

B. Complete Review – Review for Structural, Non-structural, WSEC and VIAQ compliance.

| Construction Value | Base Fee (% of plan review fee) | Hourly Rate (for reviews in excess of two) |
|--------------------|---------------------------------|--|
| To \$500,000.00 | 80% | \$85.00 |
| To \$2,000,000.00 | 70% | \$85.00 |
| To \$5,000,000.00 | 60% | \$85.00 |

Projects with value in excess of \$5,000,000.00 shall be charged at the rate of \$85.00 per hour, with a minimum fee equal to 55% of the plan review fee and shall not exceed 60%. Fees in excess of the minimum fee must be negotiated with the building official/fire marshal prior to beginning review.

D. Repetitive Buildings (must be identical) – After first building: 15% of the plan review fee with no minimum amount

3. Additional Plan Review

A. The fees described above include the initial plan review plus 2 re-checks. When substantial revisions occur, additional fees may be charged when the City deems appropriate.

B. A standard hourly rate of \$85.00 per hour will be charged when additional plan review service is required. The additional time will be documented with appropriate explanation for the City's use and permit record file. Additional plan review fees must be authorized by the City in advance.

4. Fee Limitations.

A. The total amount paid to the Consultant under this agreement shall not exceed the amount indicated in Part II, item "A" of the Consultant Services Contract. This limitation shall not obligate the Consultant to perform services without compensation. The City will monitor the balance of funds remaining within the contractual fee limitation.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CWA CONSULTANTS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and CWA Consultants, a corporation organized under the laws of the State of Washington, located and doing business at 8675 East Caraway Rd., Port Orchard, WA 98366 (hereinafter the "Consultant")

RECITALS

WHEREAS, the City is presently engaged in the review of plans and building permit applications in advance of permit issuance by the Community Development Department and desires that the Consultant perform plan review services as described herein; and

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

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

TERMS

I. Description of Work

The consultant shall perform all work as described in Exhibit "A".

II. Payment

A. The City shall pay the Consultant an amount based on a percentage of the plan review fees as determined under the City's current fee resolution as described in Exhibit "B", which shall not exceed Six Thousand Dollars (\$6,000.00). This is the maximum amount to be paid under this Agreement for the work described in Exhibit "A", and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement, PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The parties agree that there is no minimum amount the City may be billed under this Agreement and that all fees shall be established as set forth in Exhibit B.

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

C. The following procedure shall be used for determining Consultant fees in relation to this Agreement. First, the City will receive the permit application and submittal documents. The permit and plan review fees will be determined by the City at that time. Second, the City will contact the Consultant to determine its availability for review services under this Agreement. The City will provide the Consultant with its fee calculations showing permit and plan review fees charged by the City and the Consultant's plan review fees as determined in Exhibit "C". If the Consultant agrees to the fees and is available to perform the work, one set of the plans and supporting submittal documents will be transferred to the Consultant for review. Finally, the consultant will invoice the City for services rendered upon completion of the review as outlined in Exhibit "C" and the plans will be returned to the City in the manner described under Exhibit "A".

III. Relationship of Parties

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

The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder. The Consultant shall have no authority to issue any permits, approvals, or to make any final decisions on any permit applications, which authority shall be reserved to City employees.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit "A" once the Consultant has notified the City that it is available to perform the work (as provided in Section II(C) herein, and the City has transmitted a copy of the plans/application to the Consultant. This Agreement shall expire on or before June 11, 2008, regardless of whether the Consultant has expended all of the funds allocated herein for the work described in Section A.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims,

injuries, damages, losses or suits, including all legal costs and attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

VIII. Insurance

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

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

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

3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

Original documents, drawings, designs, and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available

or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

CITY:

Dick J. Bower, CBO
Building Official/Fire
Marshal
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Conflicts of Interest

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

XX. Integration

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

XXI. Severability.

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

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

CONSULTANT

CITY OF GIG HARBOR

By: C.J. Williams
Principal

By: _____
Mayor

Notices to be sent to:

Dick J. Bower, CBO
Building Official/Fire Marshal
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

applicant per the City's fee resolution.

B. The Building Official/Fire Marshal will determine which plans are to be reviewed by the Consultant.

C. The City will intake, track, and process the permit applications and all revisions per current City of Gig Harbor administrative procedures.

D. The City will be responsible for the transportation of applications, plans, and revisions to the contractor.

E. The Consultant will be responsible for transportation of approved applications, plans, and revisions after the Consultant's final review to the City.

F. The Consultant will complete the review and will either provide final recommendation for approval of the application and notify the City of approval via return of all materials, or will send the applicant and the City a review letter within the timelines listed below. Each timeline will begin from the day the Consultant receives the plans. Unsolicited submittal of significant plan revisions by the applicant will be reviewed according to the initial review timeline. Unsolicited submittal of minor plan revisions by the applicant will be reviewed according to the revision timeline (item 1b or 2b below).

1. Single Family (Residential) and Other Less Complex Projects

a. Eight (8) working days for initial review of projects sent to the Consultant at a rate of five (5) or fewer projects per week. Additional projects beyond five per week will be reviewed initially within fourteen (14) calendar days.

b. Five (5) working days for review of revised plans or additional information.

2. All Other Projects (including all new separate commercial buildings)

a. Twenty-one (21) calendar days for the initial review.

b. Fourteen (14) calendar days for review of revision submittals unless otherwise agreed to by the City in advance.

G. Within two (2) days of receipt of the plans, the Consultant will indicate if they are not able to meet the timeline for the review. The Consultant will return plans to the City of the timing on review could not be negotiated. The review time may be negotiated when the quantity and/or complexity of projects to be reviewed for the City constrains the Consultant's ability to meet the timelines. If, at any time after the plans have been sent to the Consultant, if the Consultant finds that it cannot perform a timely review or that the review hasn't been done in a timely manner, the City may demand that the plans be immediately returned to the City so that the City can perform the review to completion. If the City demands that the plans be returned to the City on timeliness grounds, the Consultant shall not be entitled to any fee.

Exhibit "B"

Calculation and Payment of Fees

1. Valuation to Determine Review Fees

- A. The valuation used in determining the permit and plan review fees for conventional projects will be the applicants submitted valuation or the valuation determined using the Square Foot Construction Costs table established under the current City of Gig Harbor fee resolution whichever is higher.
- B. Experience and judgment shall be applied to determine valuation for commercial tenant improvements and unconventional projects such as foundation repairs, retaining walls, etc. where a clearly defined added floor area is not identifiable. The Contractor and the City shall agree on valuation prior to beginning plan review for such projects, based on the applicant's valuation, a detailed bid, or other approved estimating methods.
- C. Each separate structure shall be valued individually.
- D. The Consultant's fees shall be based on the following provisions:
 - 1. Building Permit Fee: As set forth in the current City of Gig Harbor fee resolution. (This is not the Consultant's fee)
 - 2. Plan Review Fee: 65% of the building permit fee as determined by the current City of Gig Harbor fee resolution. (This is not the Consultant's fee)
- E. The Consultant's fees shall be as described in Section 2 below with a minimum fee as indicated for each new building except that no minimum shall apply to repetitive buildings (identical to a previous building).

2. Consultant's Plan Review Fees

Consultant's fees shall be in accordance with the following tables:

A. Partial Review – Review of only Structural, Non-structural, WA State Energy Code, or Ventilation and Indoor Air Quality Code compliance:

| Construction Value | Base Fee (% of plan review fee) | Hourly Rate (for reviews in excess of two) |
|--------------------|------------------------------------|---|
| To \$500,000.00 | 55% | \$85.00 |
| To \$2,000,000.00 | 45% | \$85.00 |
| To \$5,000,000.00 | 38% | \$85.00 |

Projects with value in excess of \$5,000,000.00 shall be charged at the rate of \$85.00 per hour, with a minimum fee equal to 33% of the plan review fee and shall not exceed 38%. Fees in excess of the minimum fee must be negotiated with the building official/fire marshal prior to beginning review.

B. Complete Review – Review for Structural, Non-structural, WSEC and VIAQ compliance.

| Construction Value | Base Fee (% of plan review fee) | Hourly Rate (for reviews in excess of two) |
|--------------------|---------------------------------|--|
| To \$500,000.00 | 80% | \$85.00 |
| To \$2,000,000.00 | 70% | \$85.00 |
| To \$5,000,000.00 | 60% | \$85.00 |

Projects with value in excess of \$5,000,000.00 shall be charged at the rate of \$85.00 per hour, with a minimum fee equal to 55% of the plan review fee and shall not exceed 60%. Fees in excess of the minimum fee must be negotiated with the building official/fire marshal prior to beginning review.

D. Repetitive Buildings (must be identical) – After first building: 15% of the plan review fee with no minimum amount

3. Additional Plan Review

A. The fees described above include the initial plan review plus 2 re-checks. When substantial revisions occur, additional fees may be charged when the City deems appropriate.

B. A standard hourly rate of \$85.00 per hour will be charged when additional plan review service is required. The additional time will be documented with appropriate explanation for the City's use and permit record file. Additional plan review fees must be authorized by the City in advance.

4. Fee Limitations.

A. The total amount paid to the Consultant under this agreement shall not exceed the amount indicated in Part II, item "A" of the Consultant Services Contract. This limitation shall not obligate the Consultant to perform services without compensation. The City will monitor the balance of funds remaining within the contractual fee limitation.



**Business of the City Council
City of Gig Harbor, WA**

**Subject: Request for Reconsideration of
Hearing Examiner's Decision #SUB 05-116**

Proposed Council Action:

Vote to approve preparation and filing of a
Request for Reconsideration of the
Hearing Examiner's Decision #Sub 05-116

Dept. Origin: Planning Department

Prepared by: Carol Morris, City Attorney

For Agenda of: 6-11-07

Exhibits: Hearing Examiner Decision SUB 05-116

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RAK 6/5/07

Approved as to form by City Atty: CAM 6/5/07

Approved by Finance Director: SP 6/5/07

Approved by Department Head: TD 6/5/06

| | | | | | |
|-------------|---|----------|---|---------------|---|
| Expenditure | | Amount | | Appropriation | |
| Required | 0 | Budgeted | 0 | Required | 0 |

INFORMATION / BACKGROUND

The Hearing Examiner issued a decision on SUB 05-116 on May 29, 2007. There is a typo in this Decision on line 2, first paragraph, page 5. ("FSEIS shall be installed at a depth such that all lots in the proposed The SEPA"...)

Staff asks that the Council authorize a request for reconsideration to be filed on behalf of the City Council, which would merely request that the Examiner correct the typo on this page of her Decision. Attached to this Agenda Bill is a copy of the request for reconsideration that would be filed on June 12, 2007 with the Examiner, if approved by the Council.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve the filing of the Request for Reconsideration attached hereto with the Hearing Examiner for SUB 05-1116.

1
2
3
4
5
6
7 BEFORE THE HEARING EXAMINER
8 GIG HARBOR, WASHINGTON

9 THE CITY OF GIG HARBOR, a
10 Washington municipal corporation,

11 Petitioner,

12 vs.

13 H.M. & T. PARTNERSHIP,

14 Respondents.

NO. SUB 04-1116

REQUEST FOR RECONSIDERATION

15
16 **I. Request for Relief.**

17 The City of Gig Harbor hereby requests that the Hearing Examiner reconsider
18 paragraph 1, line 2, page 5 of the Decision on SUB 05-116 and make any necessary corrections
19 of ministerial errors, pursuant to Gig Harbor Municipal Code Section 19.05.010(H).

20 **II. Request for Reconsideration.**

21 1. The Gig Harbor City Council has standing to request reconsideration of this Decision,
22 based on GHMC 19.05.010(A). The address of the Gig Harbor City Council is: 3510
23 Grandview Street, Gig Harbor, WA 98335.
24
25

LAW OFFICE OF CAROL A. MORRIS, P.C.

2. The application and final decision subject to this request is the Decision of the Hearing Examiner dated May 29, 2007, on the application by H.M. & T. Partnership for preliminary plat approval, SUB 05-1116.

3. This request is based on GHMC Section 19.05.010(H), which allows the Examiner to make corrections when ministerial errors appear in the Decision.

4. The City Council asks that the Examiner reconsider line 2, paragraph 1, page 5 of the Decision and correct any ministerial errors appearing in the Decision. This line reads: "FSEIS shall be installed at a depth such that all lots in the proposed The SEPA"

5. The City Council believes that the information in this request is true, under penalty of perjury under the laws of the State of Washington.

Date and Place of Signing

Mayor Charles L. Hunter

**DECISION OF THE HEARING EXAMINER
CITY OF GIG HARBOR**

RECEIVED
CITY OF GIG HARBOR

MAY 21 2007

In the Matter of the Application of

H.M. & T. Partnership

**SUB 05-1116
Decision**

**COMMUNITY
DEVELOPMENT**

for Preliminary Plat Approval

Background

H.M. & T. Partnership applied for preliminary plat approval for "Lydian Place", the subdivision of 6.98 acres of land at 5713 38th Avenue NW into 23 residential lots and a storm water tract.

An open record public hearing was held on May 16, 2007. The exhibits listed at the end of this decision were admitted. The Community Development Department was represented by Matthew F. Keough, Associate Planner, and the Applicant was represented by Carl E. Halsan.

For the purpose of this decision, all section numbers refer to the Gig Harbor Municipal Code, unless otherwise indicated.

Based upon consideration of all the information in the record, including that presented at the public hearing, the following shall constitute the findings, conclusions and decision of the Hearing Examiner in this matter.

Findings of Fact

1. H.M. & T. Partnership ("Applicant") submitted an application for a preliminary plat to subdivide 6.98 acres of land, Parcel Nos. 02-21-17-2-115 and 02-21-17-2-076, at 5713 38th Avenue NW, in November 2005. The proposed plat would have 23 residential lots and a storm water tract.
2. A new, 1300 ft. long public road ending in a cul de sac would be dedicated to provide access to the lots from 38th Avenue NW. An administrative variance, No. 06-01, has been granted from Section 2B.090 of Ordinance 832 to allow a cul de sac at the end of a road longer than 400 ft. The first 400 ft. will be constructed to Major Local Roadway specifications with two 11 ft. travel lanes, one 8 ft. parking strip and two sidewalks, followed by 850 ft. of Minor Local Roadway. [Exhibit 12]
3. The subject property is zoned Single Family Residential (R-1). Property to the north and south is also zoned R-1. Permitted density is 4 dwelling units per acre. Section 17.16.060. The land to the west is in unincorporated Pierce County and is zoned for

single family. To the east is the Westside Industrial Park, zoned Commercial District (C-1).

4. The Comprehensive Plan designation for the site is Residential Low (RL) which encourages urban residential uses at the density of 4.0 dwelling units per acre.

5. The proposed lots vary in size from 7,102 sq. ft. to 15,597 sq. ft., averaging 8,783 sq. ft. or 4 dwelling units per acre.

6. The plat depicts footprints for future structures that provide the setbacks for single family residences required by Section 17.16.060, and rear setbacks as required by Section 17.99.290(A). The height standard will be applicable at building permit stage. The Community Development Department ("Department") issued a Notice of Administrative Decision [Exhibit 16] with a finding that the drawings and details meet the requirements of the Design Manual.

7. Stroh's Water Company provides water to the subject site. A Certificate of Water Availability for 23 Equivalent Residential Units for the preliminary plat has been approved. The plat includes new on-site water mains.

8. The existing development, a single-family house and barn, utilizes an on-site septic system. The proposed development will connect to the City of Gig Harbor sewer system, which will have been extended into 38th as a part of a larger project on 56th Street. The system has been determined by the City Engineer to have adequate capacity for the plat. All sanitary sewer lines located within the new public right of way will be maintained and owned by the City of Gig Harbor. Conditions of approval will be necessary to assure compliance with Public Work Standards. [Exhibit 1]

9. The preliminary plat provides a 25 ft. wide buffer around the perimeter of the site. Exhibit 19. The landscape plan shows almost triple the number of trees required by the Code. Exhibit 18. Fencing will be required to protect vegetation in the perimeter buffer. An Administrative Decision finding that the proposed alternative landscaping plan complies with the intent of the code requirements has been issued by the Community Development Department ("Department"). [Exhibit 20]

10. The traffic impact analysis prepared for the proposal by Heath & Associates, Inc., showed that 258 new daily trips are expected to be generated, with 27 trips during the PM peak hour. That report showed that traffic would cause small increases in delay at the 56th Street NW and 38th Avenue NW intersection, though it will not change the LOS. Based on the report and the City's engineer's review, the department determined that there would be impacts that would need to be mitigated by installation of a left turn pocket southbound on 38th Avenue approaching 56th St. A Traffic Concurrency Reservation Certificate has been granted for the preliminary plat.

11. The City issued a Mitigated Determination of Non-Significance (MDNS) pursuant to SEPA for the proposal on August 9, 2006. The MDNS was not appealed. Conditions were imposed to protect vegetation within the buffer, to require connection to the sewer system and to mitigate traffic impacts. [Exhibit 11] On April 21, 2007, the City issued an addendum to the MDNS to reflect a change in the funding status for the City Street Project that allows the City to construct the street and sewer improvements that were required for the proposed subdivision. The addendum modified the SEPA condition to

allow the developer the alternative of paying one percent of the cost of the corridor improvements. [Exhibit 14]

12. The public transit agency did not recommend any transit improvement requirements. Public transit is not directly available at the project site. [Exhibit 10, p.8]

13. The Building Official/Fire Marshal reviewed the preliminary plans and compiled a preliminary list of requirements for fire flow, fire hydrants, and storm water management. He determined that emergency vehicle access to the site appears to comply with the requirements of IFC Sec. 503. [Exhibit 9]

14. The site is within the Peninsula School District. Payment of school impact fees as required by Ch. 19.12 will mitigate the impact on the school district.

15. Payment of park impact fees pursuant to Ch. 19.12 will mitigate the impact on parks and recreation caused by new demands from residents of the subdivision.

16. The subject site is within the Wollochet Bay Watershed. It slopes generally from the northeast and northwest to a natural north-to-south drainage course near the center of the site. No wetlands or other critical areas have been identified on the site and it is not located within the 100-year floodplain. No stormwater is proposed to leave the site. Stormwater runoff from the streets, sidewalks and driveways will be directed to catch basins in the roadways for conveyance to a wet pond and then into a retention facility. Stormwater runoff from roof tops will be piped directly to the detention pond. [Exhibit 5]

17. Notice of the proposed action and hearing was published April 29, 2007, mailed to property owners within 300 feet on April 24, 2007, and posted April 24, 2007, on the subject site, as required.

18. Section 16.05.003 sets forth the following criteria for consideration by the Hearing Examiner on a preliminary plat application:

- A. Whether the preliminary plat conforms to Chapter 16.08 GHMC, General requirements for subdivision approval;
- B. If appropriate provisions are made for, but not limited to, the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- C. Whether the public interest will be served by the subdivision and dedication.

Conclusions

1. Section 16.05.002 authorizes the Hearing Examiner to make a final decision on a preliminary plat application.
2. Notice and hearing requirements were met.

3. The findings show that the proposed subdivision is in conformity with the zoning standards for R-1 and consistent with the Comprehensive Plan's intended use as required by Section 16.08.001A.
4. The proposed subdivision either includes provisions, or conditions should be imposed, that will assure provision for the open space, storm water drainage, streets, potable water, sanitary sewer, parks and recreation, schools, sidewalks and that traffic impacts will be mitigated.
5. Because the proposed subdivision and dedication of a public street, with appropriate conditions, will be consistent with the intent of the Comprehensive Plan and for the public health, safety and welfare, it will serve the public interest and should be approved.

Decision

The Preliminary Plat received May 1, 2007, by the City is approved subject to the following conditions:

1. Prior to issuance of the first building permit within the plat, the applicant shall erect a split rail fence to delineate the boundary between the individual rear yards and the perimeter buffer of the plat to ensure all vegetation is protected within the buffer area.
2. This development must comply with all Public Work Standards including provisions in the Wastewater Comprehensive Plan, as amended in the adopted Final Supplemental Environmental Impact Statement. Specifically, sewer facilities must connect to the planned facilities as shown in Figure 7 of the Final Supplemental EIS titled Hammond Collier Wade Sewer Map.
3. Prior to issuance of building permits for each lot, the applicant shall pay the City's traffic impact fee in accordance with Chapter 19.12 of the Gig Harbor Municipal Code. Prior to final plat approval, specified street improvements must be provided for, including a left-turn pocket southbound on 38th Avenue approaching the intersection with 56th Street, in accordance with the City of Gig Harbor's City Street Project (CSP-0133).
4. The alternative mitigation to constructing the one left turn pocket southbound on 38th Avenue at 56th Street, first detailed in the SEPA MDNS and addressed in the SEPA addendum is: Pay one percent of the cost of the corridor improvements planned for 56th Street/Olympic Drive. This payment shall be made to the City prior to approval of the civil plans for the proposed development.
5. The SEPA determination for the proposed project references public facility improvements as site specific mitigation in accordance with the City of Gig Harbor's 2005 Comprehensive Plan Amendments Final Supplemental


Environmental Impact Statement (FSEIS). The sewer main referenced in the FSEIS shall be installed at a depth such that all lots in the proposed The SEPA determination for the proposed project references public facility development will convey sewer flows from the lots to the sewer lift station by means of gravity. As a result, no lots in the proposed development shall connect to the sewer main by means of pressurized sewer.

6. All references on the site plans to lots being served by grinder pumps shall be removed prior to civil plan approval.
7. Provide the City both a final record drawing and final record survey of the proposed development after the City accepts the construction improvements shown on the civil plans but prior to the certificate of occupancy for any single-family residences located on the plat.
8. Proposed water and sewer utility designs, stormwater facility designs, and roadway designs shall conform to the City's Public Works Standards and Stormwater Design Manual. These Standards shall address specific City design requirements such as restoration of the City right-of-way and traffic control.
9. Erosion shall be controlled throughout the construction of the project per the City Standards.
10. City forces may remove any traffic control device constructed within the City right-of-way not approved by this Engineering Division. Any liability incurred by the City due to non-conformance by the applicant shall be transferred to the applicant.
11. A road encroachment permit shall be acquired from the City prior to any construction within City right-of-way, including utility work, improvements to the curb, gutter, and sidewalk, roadway shoulders and ditches, and installation of culverts. All work within the City right-of-way shall conform to the City Standards. These standards address specific design requirements such as restoration of the City right-of-way and traffic control.
12. Permanent survey control monuments shall be placed to establish all public street centerlines, intersections, angle points, curves, subdivision boundaries and other points of control. Permanent survey control monuments shall be installed in accordance with the City Standards.
13. Irrigation and maintenance of landscaping within the public right-of-way shall be provided by the property owner(s) or heirs or assigns. Landscaping within the right-of-way shall be completed and accepted by the City prior to final engineering of civil improvements.

14. This approval does not relieve the Permittee from compliance with all other local, state and/or federal approvals, permits, and/or laws necessary to conduct the development activity for which this approval is issued. Any additional permits and/or approvals shall be the responsibility of the Permittee.
15. Impact fees shall be paid for each single family dwelling, detached or attached, located in the proposed plat prior to building permit issuance.
16. The on-site water systems shall be designed and installed to provide the required flows as prescribed under IFC Appendix Chapter B.
17. The water system for this plat, including fire flow and hydrants, must be installed and operational prior to any combustible construction.
18. Approved fire lane markings will be required to prevent parking on the road that would reduce the clear width to less than 20 feet.
19. All storm water must be managed through an approved detainment and conveyance system.
20. Since the plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individuals(s), religious society(ies) or to any corporation, public or private, as shown on the plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.
21. The final plat map shall note the following:
 - a) "WARNING: City of Gig Harbor has no responsibility to build, improve, maintain or otherwise service private roadways or driveways within, or providing access to, property described within this plat."
 - b) "Increased storm water runoff from the road(s), building, driveway and parking areas shall be retained on site and shall not be directed to City infrastructure."
 - c) "Where seasonal drainage crosses subject property, no filling or disruption of the natural flow shall be permitted."
 - d) Delineate the access restrictions by showing a "No access" strip, written and hatched along the frontage of 38th Avenue, except the City approved access points.
 - e) Stormwater provisions for runoff from building and parking surfaces shall be shown on individual building lots, including drywell sizing or storm drain connection points.

- f) "At the time of permit application, the plat shall conform to the respective sections(s) of current City of Gig Harbor Public Works Standard(s)."
- g) "This plat is subject to stormwater maintenance agreement recorded under Auditor's recording number (enter ARN here)."
- h) "Stormwater/Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this plat map. No encroachment will be placed within the easements shown on the plat which may damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and the expense thereof of the utilities and drainage facilities shall be the responsibility of the property owner(s) or heirs or assigns, as noted under the stormwater maintenance agreement for the plat."

Entered this 29th day of May, 2007


Margaret Klockars
Hearing Examiner

Concerning Further Review

There is no administrative appeal of the hearing examiner's decision. A request for reconsideration may be filed according to the procedures set forth in Ordinance No. 1073. If a request for reconsideration is filed, this may affect the deadline for filing judicial appeal (Chapter 36.70c RCW). Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

Parties of Record

Carl E. Halsan
HM & T Partnership
P.O. Box 492
Gig Harbor WA 48335

Matthew F. Keough, Associate Planner
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

James Tallman
HM & T Partnership
P.O. Box 492
Gig Harbor, WA 98335

Larry and Judy Gillette
5615 38th NW
Gig Harbor, WA 98335

Exhibits in the record

1. Staff Report by Matthew Keough, dated 5/09/07
2. Preliminary Plat application, received 11/23/05
3. Design Review Application, received 11/23/05

4. Variance Application to Public Work Street Standards for cul-de-sac lengths, including Preliminary plat plans, received 11/23/05
5. Preliminary Drainage and Erosion Control Report, received 11/23/05
6. Environmental Checklist, received 11/23/05
7. Preliminary Sanitary Sewer Lift Station Report, received 1/11/06
8. "Exhibit A" 2004 Annual Amendments to the February 2002 Wastewater Comprehensive Plan, prepared 2/3/05
9. "Memo" from Dick Bower, City of Gig Harbor Building Official/Fire Marshall, regarding Lydian Place Preliminary Plat comments, dated 2/14/06
10. Lydian Place Traffic Impact Analysis, received 5/2/06
11. SEPA Mitigation Determination of Nonsignificance (MDNS), issued by Community Development Director John Vodopich on 8/9/06.
12. Findings, Conclusions, and Decision for Variance No. 06-01 to Gig Harbor Public Works Standards, Section 2B.090 "Cul-de-sac", issued by City Engineer Steve Misiurak, P.E., dated 8/11/06
13. Recommendation for Preliminary Approval from Senior Engineer Jeff Langhelm, dated 4/21/07
14. SEPA Recommendation Addendum, from Senior Engineer Jeff Langhelm, dated 4/21/07
15. Notice of Public Hearing for Preliminary Plat before the Hearing Examiner on 5/16, dated 4/20/07
16. Design Review Administrative Decision, dated 4/24/07, mailed on 4/25/07
17. Affidavit of posting, dated 4/24/07
18. Alternative Landscaping Plan Set, received 4/27/07
19. Final Revised Plat plans, received 5/01/07
20. Notice of Administrative Decision, accepting alternative landscaping plan, dated 5/2/07

DECLARATION OF MAILING

I certify that on the 29th day of May 2007, I sent by first class mail, postage paid, a copy of the Decision in the matter of the Application of H.M.&T. Partnership for Preliminary Plat Approval to each of the following persons at the address listed.

Carl Halsan
H.M.&T. Partnership
P.O. Box 492
Gig Harbor, WA 98335

Matthew F. Keough
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

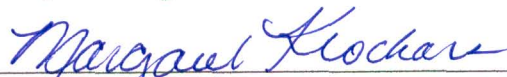
James Tallman
H.M.&T. Partnership
P.O. Box 492
Gig Harbor, WA 98335

Larry and Judy Gillette
5615 38th NW
Gig Harbor, WA 98335

Pierce County Assessor
2401 South 35th St. Rm. 142
Tacoma, WA 98409

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 29th day of May 2007, at Seattle, Washington.


Margaret Klockars



Business of the City Council
City of Gig Harbor, WA

Subject: Richards Request to Purchase City Property

Proposed Council Action:

Council should decide if they want to sell the property and if so if a competitive process should be followed, or if the sale price should be based upon an appraisal.

Dept. Origin: Community Development

Prepared by: John P. Vodopich, AICP
Community Development Director

For Agenda of: June 11, 2007

Exhibits: Vicinity Map, Aerial Photograph, Letter of May 22nd from David Freeman, Letter of April 26th from John Vodopich, & Legal Description

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RVK 6/7/07*

Approved as to form by City Atty: *CAM 6/5/07*

Approved by Finance Director:

Approved by Department Head: *JW 6/5/07*

| | | |
|--------------|--------------|---------------|
| Expenditure | Amount | Appropriation |
| Required \$0 | Budgeted \$0 | Required \$0 |

INFORMATION / BACKGROUND

David Freeman, on behalf of Jim Richards has requested that the City sell approximately 6,300 square feet of property near the old WSP office in the vicinity of Olympic Village shopping center. Research into this request has determined that this property is owned by the City in Fee and is not subject to the normal street vacation process.

FISCAL CONSIDERATION

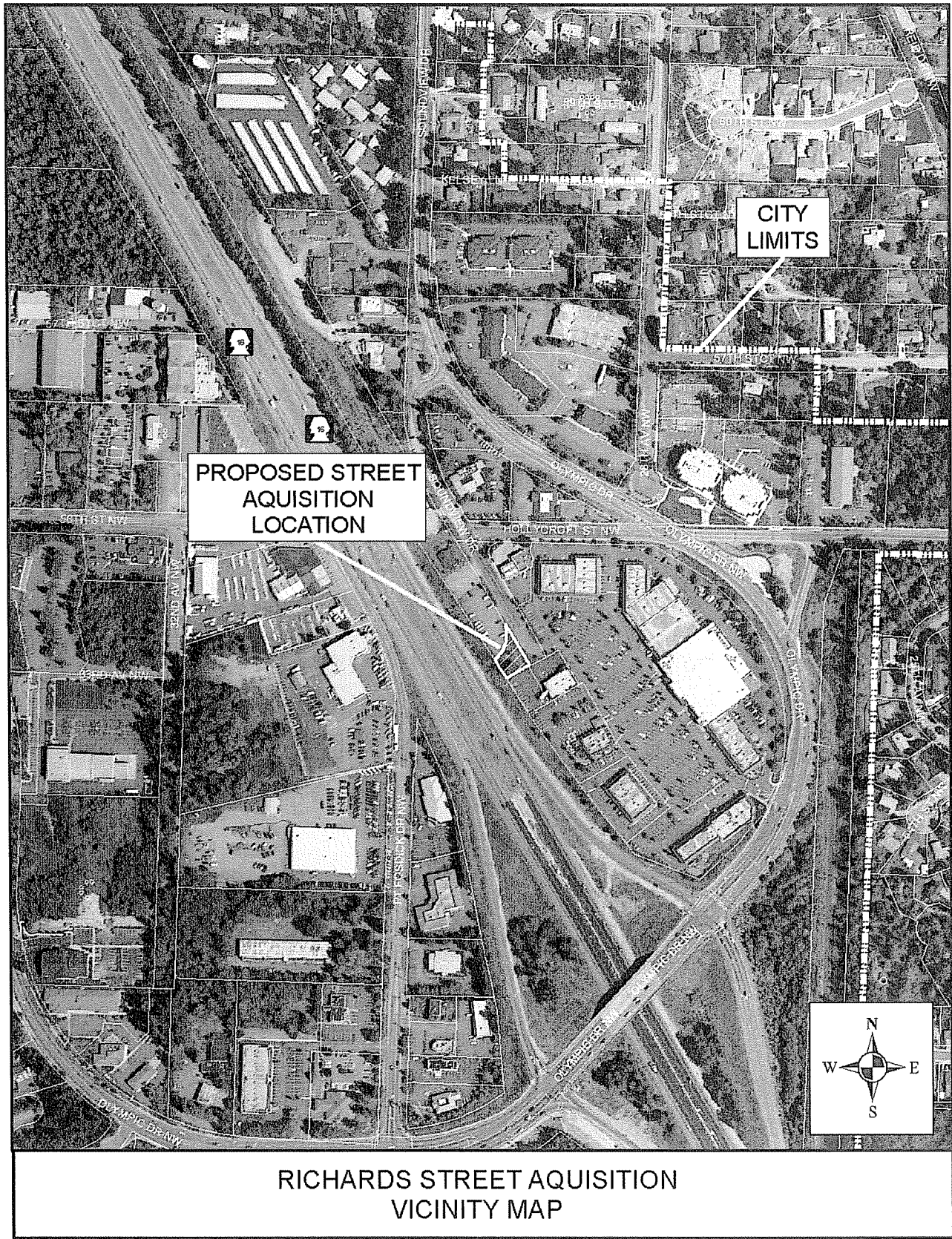
Should the Council choose to sell the property in question, the City Attorney has suggested that a competitive bidding process be employed in order to ensure that the City receive the fair market value of the property.

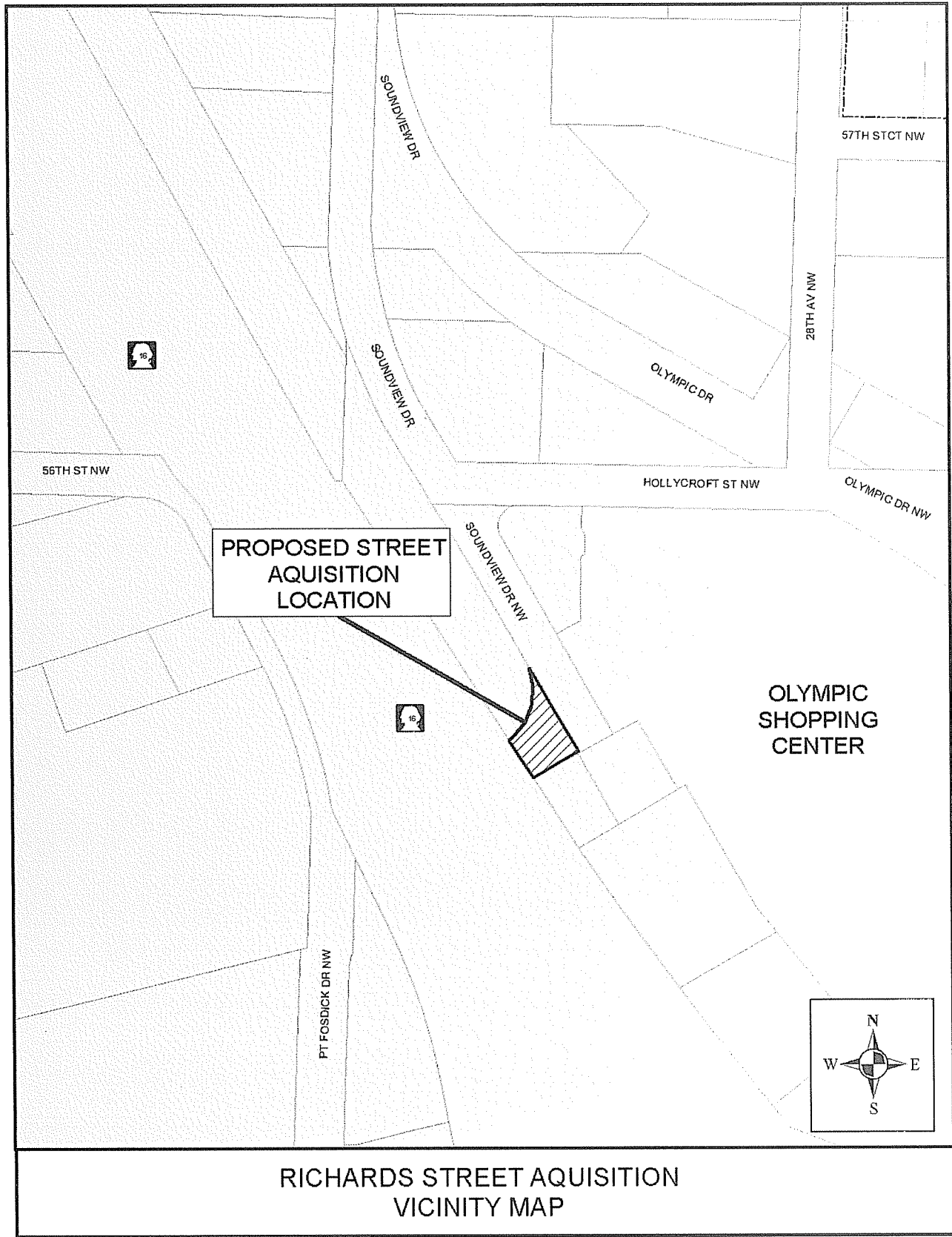
BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Council should decide if they want to sell the property and if so if a competitive process should be followed, or if the sale price should be based upon an appraisal.





May 22, 2007

RECEIVED
CITY OF GIG HARBOR

MAY 22 2007

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

COMMUNITY
DEVELOPMENT

RE: Petition for property vacation or sale

Dear John,

My client, Mr. Jim Richards, had requested that I petition the City of Gig Harbor for the acquisition of a small parcel of City property located between my client's property on Wickersham Road and The Wells Fargo Bank adjacent to The Olympic Village Shopping Center.

The 6300 SF (approx.) parcel lies between Wickersham Road and State Route 16 (see attached legal description).

Mr. Richards is prepared to pay fees for an appraisal if Staff and The City Council is interested in either selling the parcel at the appraised value or if need be, auctioning the parcel.

Please contact me with your recommendations.

Respectfully,
Snodgrass Freeman Associates

David Freeman, A.I.A.



CC: Jim Richards



COMMUNITY DEVELOPMENT DEPARTMENT

April 26, 2007

Mr. James Richards
Bergen Richards LLC
1231 50th Ave. Ct. N.W.
Gig Harbor, WA 98332

Re: Your request for a street vacation of parcel No. 0221174081

Dear Mr. Richards:

The City of Gig Harbor received your street vacation request for the above parcel. Our initial research into the ownership of this parcel has led us to conclude that the City owns the property in fee, and does not merely have an easement for public travel over the parcel.

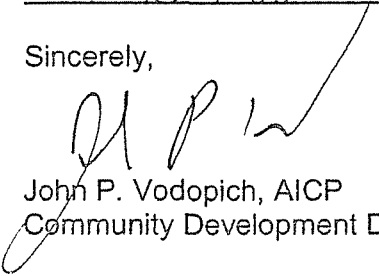
The street vacation process is initiated when the City has an easement for public travel, and the underlying fee is retained by the abutting property owners. In this situation one of the abutting property owners may request that the easement for public travel be lifted, as long as the street is no longer needed for the City's transportation system. However, if the City owns the property in fee, the street vacation process cannot be used.

If you are interested in acquiring the property, please let me know at the address set forth below. If I receive a letter from you indicating interest in purchasing the property, I will take your request to the appropriate committee to see if there is any interest in selling the property. Keep in mind that the Council may want to retain the property for future use and decline to sell.

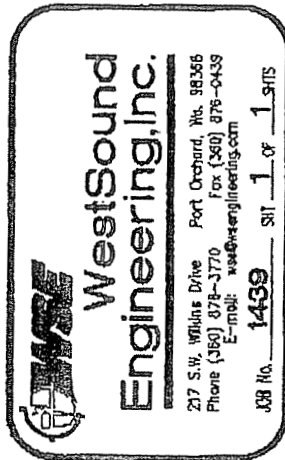
If the City decides to sell the property, the Council will decide on the procedure to be employed. In the past, the City has sold property after following a competitive bidding process.

Please feel free to contact me should you have any questions regarding this correspondence. I can be reached by telephone at (253) 851-6170 or by E-mail at vodopichj@cityofgigharbor.net.

Sincerely,



John P. Vodopich, AICP
Community Development Director



LOT 4
 SP 9508221011

02-21-17-8-065

02-21-17-4-014

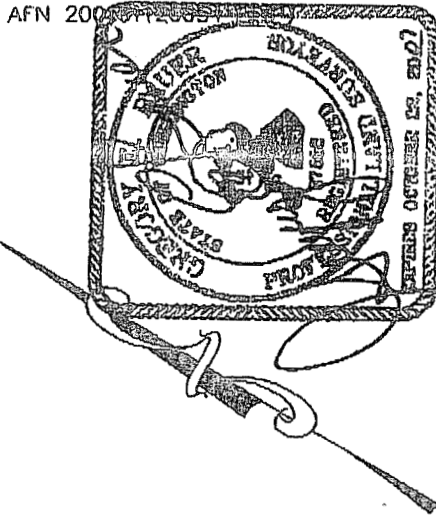
02-21-17-4-081

S29°34'24"E

02-21-17-4-076

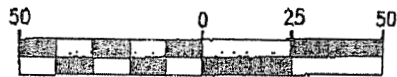
02-21-17-4-080

EASEMENT LINE
 PER GIG HARBOR
 EASEMENT AGREEMENT
 NO. C010328GSC



L=26.51, R=2925.00
 $\Delta=0^{\circ}31'10''$

GRAPHIC SCALE



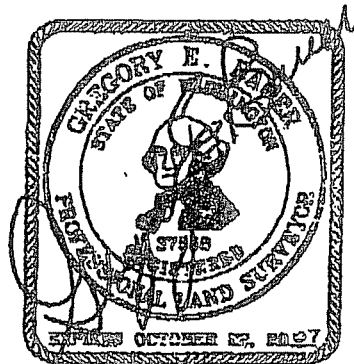
(IN FEET)
 1 inch = 50 feet

S.R. 16 (P.S.H. NO. 14)

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF WICKERSHAM ROAD AND A LINE DRAWN PARALLEL TO AND 150 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLE FROM THE SB LINE SURVEY OF THE SR 16, NARROWS BRIDGE TO OLYMPIC DRIVE IN SECTION 17 TOWNSHIP 21 NORTH RANGE 2 EAST OF THE W.M. IN PIERCE COUNTY, WASHINGTON; THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH SAID SB SURVEY LINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 1120+30; THENCE SOUTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION SB 1115+40 AND LYING 177.73 FEET NORTHEASTERLY THEREFROM TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 72.27 FEET, A DISTANCE OF 113.52 FEET TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION SB 1116+12.27 ON SAID SB SURVEY LINE, AND LYING 250 FEET NORTHEAST THEREFROM; THENCE SOUTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION SB 1114+75 ON SAID SB SURVEY LINE AND LYING 250 FEET NORTHEAST THEREFROM; THENCE SOUTHWESTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 1114+75 ON SAID SB SURVEY LINE AND LYING 180.64 FEET NORTHEAST THEREFROM; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2925.00 FEET, A DISTANCE OF 26.51 FEET TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 1115+01.51 AND LYING 179.98 FEET NORTHEASTERLY THEREFROM; THENCE NORTHWESTERLY TO THE TRUE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION;

SITUATE IN THE CITY OF GIG HARBOR, COUNTY OF PIERCE, STATE OF WASHINGTON.



2/5/2007

Sale of Surplus City Property

- 1. Do all classes of cities have legal authority to sell real and personal property owned by the city?**

Yes. The state statutes for every class of city contain specific authority for the city or town to sell or dispose of both real and personal property. This authority would include city-owned land and buildings, as well as equipment.

- 2. What procedure is required in the state laws for the sale of property by a city or town?**

This is an area in which the state in most cases has not required that a certain procedure be followed before property may be sold. We do recommend that the city or town council expressly declare that the property is surplus to the needs of the city and that its disposal will be for the common benefit. This may be done by ordinance, resolution or motion.

- 3. Must a bid procedure be utilized for the sale of property?**

No. The state statutes do not require that a competitive bid procedure be used to sell property. Nor is it necessary to hold an auction. These requirements would only be necessary if they were contained in a local ordinance or policy relating to the sale of property.

- 4. May the city enact a local ordinance containing specific requirements for the sale of property?**

Yes. The city council may wish to provide procedures for the sale of municipal property. These procedures could require that an auction be held or a bid procedure followed, if this is desired.

- 5. Must fair market value be received for property?**

If the sale is to a private party, the fair market value must usually be received in order to avoid the possibility of the Office of the State Auditor considering the sale to be a gift of public property to a private party. This would be in violation of the state Constitution. For example, if an expensive piece of equipment is sold for a nominal amount, such as one dollar, this could raise this issue. However, if the city has made a good faith attempt to find a buyer of a piece of property at the appraised value and no one is interested, that should justify accepting a lower amount.

6. Who can purchase surplus property?

In most cases, any public or private entity may purchase surplus property. However, the mayor and councilmembers may not purchase property from the city, regardless of the value, because of a specific statutory restriction. RCW 42.23.030.

7. May city officers and employees purchase property from the city?

It is clear that the mayor and city councilmembers cannot purchase property from the city. City employees in most cases may purchase surplus property as long as they pay fair value. State law does not prohibit the purchase of property by city employees. However, some cities have restricted this practice in order to avoid raising an appearance of fairness issue. If an auction or bid procedure is utilized, then the city employees may bid on the property but may not be given any advantage in regard to the sale that other members of the public do not have.

8. Is an exchange of property legal?

If the value of the properties being exchanged is approximately equal then the city may exchange one piece of property for another.

9. May a county sell surplus computers on eBay?

Though the statutes were not written with online auctions (e.g., eBay) in mind, it appears that a county may use them or other online auction sites as a "privately operated consignment auction" referred to in RCW 36.34.080.

The county must publish notice of the intended auction(s) "once during each of two successive weeks in a newspaper of general circulation in the county" (see RCW 36.34.090). The published notice of the auction(s) must be specific (see RCW 36.34.100); a county would need to list the items to be auctioned and provide the date and time that each auction will be started.

We recommend that county officials review this issue with their prosecutor.

Updated 01/05

Sale of Surplus City Property





Cities and towns frequently need to sell or convey equipment or property which is no longer needed for municipal purposes. There are relatively few statutes concerning procedures for sale of surplus property. Cities and towns should be familiar with those listed in the Statutes section (under "Reference Sources" below), and you should keep these points in mind:





1. Prior to sale, always determine the fair market value of the item to be sold. If you sell it for less, you may be violating Article VIII, 7 of the state constitution, the "gift clause." But see RCW 39.33.010, listed in the Statutes section (under "Reference Sources" below).
2. Hold a public hearing, if required by RCW 39.33.020 or RCW 35.94.040, listed in the Statutes. AGO 1997 No. 5 concludes that the public hearing requirement in RCW 39.33.020 only applies to intergovernmental transfers of property.
3. Pass a resolution declaring the property to be surplus, and specifying how the property is to be sold, or delegating that task to a particular administrative official.
4. Proceed with sale as required by the town or city council, or in any commercially reasonable way. Sale can be by auction, private sale, sealed bid, through a broker or agent, etc.
5. Keep in mind that city officials and certain administrative officers may be restricted from purchasing surplus property due to conflict of interest concerns. The general rule is that those who are involved in the decision to surplus property (the council) and those in charge of administering the sale (mayor, city manager, or other city officer responsible for the sale) should not purchase the property. General city employees can purchase surplus city property.
6. Consider adopting policies concerning sale of city property. See the Documents section, below.

Reference Sources

- Statutes
- MRSC Inquiries

Documents--Code Provisions and Policies

- Sample Disposal of Surplus City Assets Policy
- Bellevue - Chapter 4.32, Sale of City Property
- Bellingham - Chapters 4.84, Disposition of Surplus Real Property and 4.86, Disposal of Property Other Than Real Estate
- Bellingham - Policy - ADM 10.07.01, Disposal of Surplus Property Other Than Real Estate (36 KB)
- Edmonds - Chapter 3.01, Sale of City Property
- Fife - Chapter 1.28, Disposal of Surplus Real and Personal Property of the City
- Kirkland - Chapter 3.86, Sale and Disposal of City Property
- Langley - Chapter 3.80, Disposal of Surplus Property
- Medical Lake - Resolution No. 296 - a resolution setting guidelines for the disposal of surplus city assets, 1996
- Medical Lake - Sample Disposal of City Assets Policy [based upon policy drafted by the City of Medical Lake]
- Olympia
 - Disposal of Surplus Items Outside of the Annual Citywide Auction (28 KB)
 - Guidelines for Auction Surplus (199 KB)
- Pasco - Chapter 2.46, Sale of City Property
- Port Angeles - Chapter 2.60, Disposal of Surplus Real and Personal Property (116 KB)

- Poulsbo - Chapter 3.68, Disposition of Property
- Puyallup - Resolution No. 1727 (15 KB) declaring certain property as surplus and authorizing its sale, 2002
- Renton - Surplus Real Property Policy and Procedure (23 KB), June 10, 2004
- Seattle - Ordinance No. 119145 - authorizes the development and implementation of a process for the non-cash transfer of surplus computer equipment, 1998
- Vancouver - Policy and Procedure for Disposal of Surplus Supplies, Furniture and Equipment (13 KB), August 11, 2004
- Woodland - Resolution No. 451 (27 KB) providing for the disposal of certain inventory items deemed to be surplus to the reasonably foreseeable needs of the City of Woodland, 2001