

# **Gig Harbor City Council Meeting**

**January 28, 2008  
6:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
January 28, 2008 - 6:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**SWEARING IN CEREMONY:** Officer Joseph Hicks.

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of January 14, 2008.
2. Council Committee Reports: Intergovernmental Affairs Committee Meeting – January 14, 2008.
3. Correspondence / Proclamations: a) “Pierce County Reads”; b) National Mentoring Month
4. Resolution – Sole Source Marine Services.
5. Resolution – Surplus Equipment.
6. Resolution – Formation of a Skansie Brothers Park Ad Hoc Committee.
7. Aeration Basin Modifications – Bid Award.
8. Hotel/Motel 2008 Contracts.
9. Lodging Tax Advisory Committee – 2008 Members.
10. Phase II Environmental Assessment of Donkey Creek Triangle Property – Robinson, Noble & Saltbush.
11. Austin Estuary Landscape Design Contract.
12. On-Shore Sewer Outfall Project Consultant Services Contract.
13. Liquor License Renewals: El Pueblito; Albertson’s; Hy Iu Hee Hee; Olympic Drive Mart.
14. Approval of Payment of Bills for Jan. 28, 2008:  
Checks #56530 through #56705 in the amount of \$880,612.54.

**PRESENTATION OF PROCLAMATIONS: “Pierce County Reads” and National Mentoring Month**

**OLD BUSINESS:** None scheduled.

**NEW BUSINESS:**

1. Appointment of Second Mayor Pro Tem.
2. Resolution – Revising the City’s Water Service Area.
3. Public Bid Opening and Award – Surplus City Property.
4. Planning Commission’s recommendation on draft amendments related to underground structures
5. Public Hearing and First Reading of Ordinance – Increasing Water General Facility Charges.
6. Public Hearing and First Reading of Ordinance – Increasing Sewer General Facility Charges.

7. Public Hearing and First Reading of Ordinance – Increasing Stormwater General Facility Charges.
8. First Reading of Ordinance - Non-conforming Multi-family Dwellings.
9. First Reading of Ordinance – Junk Vehicles.

**STAFF REPORT:**

David Rodenbach, Finance Director – Quarterly Report.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. GH North Traffic Options Committee February meeting cancelled.
2. Intergovernmental Affairs Committee February 11<sup>th</sup> is CANCELLED.
3. Special City Council Joint Worksession with Lodging Tax Advisory Board – Monday, February 4<sup>th</sup> CANCELLED.
4. Tuesday, February 19<sup>th</sup> from 4:00 p.m. – 6:00 p.m. Open House for David Brereton recognizing his 30 years of service to the City of Gig Harbor.

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

**ADJOURN:**

## **GIG HARBOR CITY COUNCIL MEETING OF JANUARY 14, 2008**

**PRESENT:** Councilmembers Ekberg, Young, Franich, Malich, Conan, Payne, Kadzik and Mayor Hunter.

**CALL TO ORDER:** 6:0 p.m.

**PLEDGE OF ALLEGIANCE:**

**SWEARING IN CEREMONY:**

Mayor Hunter performed the ceremony with new City Councilmember Ken Malich, and re-elected Councilmembers, Jim Franich, and Paul Conan.

**EXECUTIVE SESSION:** For the purpose of discussing potential litigation RCW 42.30.110 (1)(i) and property acquisition per RCW 42.30.110 (c).

**MOTION:** Move to adjourn to Executive Session at 6:09 p.m. to discuss potential litigation and property acquisition for approximately 45 minutes.

**Franich / Payne** – unanimously approved.

**MOTION:** Move to return to regular session at 7:53 p.m.

**Payne / Conan** – unanimously approved.

### **CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of December 10, 2007 and Special City Council Meeting of December 20<sup>th</sup>.
2. Council Committee Reports: a) Finance / Safety Committee Dec. 17<sup>th</sup>
3. WWTP Wetlands Survey Report – Consultant Services Contract/Grette & Assoc.
4. Phase 1 / Triangle Study R-2 Zone – Consultant Services Contract/Saltbush & Assoc.
5. Liquor License Application: Uptown Galaxy.
6. Liquor License Assumption: Gig Harbor Chevron
7. Liquor License Renewals: Thai Hut Thai; Cigar Land; GH Chevron; Brix 25.
8. Approval of Payment of Bills for Dec. 24, 2007:  
Checks #56198 through #56365 in the amount of \$441,383.05.
9. Approval of Payment of Bills for Jan. 14, 2008:  
Checks #56366 through #56529 in the amount of \$1,220,558.90.
10. Approval of Payment of Payroll for December:  
Checks #4949 through #4978 and direct deposits in the amount of \$322,368.82.

**MOTION:** Move to adopt the Consent Agenda as Presented.

**Franich / Kadzik** – unanimously approved.

**OLD BUSINESS:** None scheduled.

**NEW BUSINESS:**

1. Public Hearing and Resolution Adopting Water Use Efficiency Goals. Jeff Langhelm, Senior Project Engineer explained that staff prepared a report of the city's current water use efficiency measures and proposed goals. He said that there are two goals: one to continue the supply side efficiency at less than 6% for a Distribution Leakage Standard, and the second to decrease the demand-site consumption by ¼ of 1% for each of the next six years. He offered to answer questions.

Mayor Hunter opened the public hearing at 7:56 p.m. No one came forward to speak and the public hearing closed.

**MOTION:** Move to adopt Resolution No. 736 Adopting Water Use Efficiency Goals.  
**Payne / Franich** - unanimously approved.

2. Appointments: Council Committees / Mayor Pro Tem. Mayor Hunter asked for motions to appoint a Mayor Pro Tem and to adopt the Council Committees.

Councilmember Franich voiced appreciation for all the work the committee members put in throughout the year and the job well done by Councilmember Ekberg while serving as Mayor Pro Tem the last two years. He said it is an honor to hold this position and that other members should also share the experience.

**MOTION:** Move to nominate Councilmember Paul Conan as Mayor Pro Tem for 2008.  
**Franich / Payne** - unanimously approved.

**MOTION:** Move to accept the appointments for the Council Committees as assigned.  
**Franich / Conan** - unanimously approved.

3. Public Meeting – Notice of Intention – Atkinson Annexation. Matthew Keough, Associate Planner, gave a brief overview of the direct petition annexation process. He highlighted issues raised by staff during the review related to this particular annexation petition for a single parcel located at 5710 38<sup>th</sup> Avenue NW. Staff concluded that the parcel is associated with surrounding lots and would not meet the criteria of preserving natural neighborhoods. Staff also concluded that the proposed annexation would create an illogical service area and an abnormally irregular city boundary. Mr. Keough explained that although the property is not urban in character at this time, annexation would allow an application for extension of sewer service which could establish urbanization. Mr. Keough said that the staff report concludes that one single property should not drive an annexation discussion; it should be considered on an area-wide basis. He suggested that Council might consider deferring this annexation request and

spending more time on policy discussions regarding not extending services without annexation.

Mr. Keough explained that Council could move to reject this Notice of Intent to Commence Annexation or they could deliberate on the request and authorize the circulation of a petition to annex with conditions. Mr. Keough further clarified that staff sent a courtesy notice to area residents of this meeting.

Joseph Atkinson – 5710 38<sup>th</sup> Avenue NW. Mr. Atkinson explained that he recently had to give up five feet of his property for city road improvements. He then said that he searched all the city's records for annexed property over the last three years, and he meets all the same criteria. They all had irregular boundaries and were part of a short-plat at some point. He said he wants to split the property and build a new home, but he needs city sewer understanding that it is on a first-come first-serve basis with no guarantee to hook up until 2010. He said he has permission to put a stub on the sewer line being installed across the street and that is why he is pursuing this at this time. Mr. Atkinson referred to the recent Hansen Annexation in which Council determined that it isn't the petitioner's duty to get neighbors to join the annexation effort. He said he could ask them, but he shouldn't be burdened if they choose not to.

Mr. Atkinson then addressed several Council questions. He explained that he spoke with several neighbors and received mixed reactions. He finalized by saying that all these issues were addressed in the other annexations he reviewed and none were turned down.

Carol Morris, City Attorney, stressed that there is no guarantee of sewer availability in 2010 in the ordinance passed by Council.

Bill Andrea – 3919 57<sup>th</sup> Street Ct. NW. Mr. Andrea said that he has no desire to annex into the city and as far as he knows, neither do any of his neighbors.

Don Dickenson – 56<sup>th</sup> Street Ct. NW. Mr. Dickenson agreed with Mr. Andrea. He said it would be way too expensive and he is dead set against it.

Councilmember Young asked for clarification. Mr. Dickenson responded that he is concerned with losing half his retirement fund on the unknown.

Councilmember Malich asked if it is more expensive to annex into the city. Matthew Keough responded that no, per se it is not more expensive. He agreed that there are unknowns such as whether or not there would be pressure to link to the sewer, but the taxes are equivalent to the county. He said that he has done some outreach and found different attitudes towards annexation.

Rob Karlinsey, City Administrator, offered to do an analysis of each parcel to compare taxes. He said that property taxes are lower, but the city imposes utility taxes that the county does not.

Councilmember Franich said it would be important to keep minimum lot size in mind as the city's 7200 square foot minimum lot size could change the character of a neighborhood.

Councilmember Young suggested reaching out to the other neighbors before denying the application.

**MOTION:** Move to direct staff to reach out to the other adjoining property owners on 57<sup>th</sup> Street to find out if they are interested in annexation and bring it back at the next meeting.

**Young / Malich** – unanimously approved.

4. YMCA Agreement.

Councilmember Steve Ekberg recused himself from these proceedings and left the Council Chambers.

Rob Karlinsey presented the background for this request to contribute \$250,000 toward the construction of the YMCA aquatic center in return for several community benefits. He explained that the term of the contract is for 20 years, starting from the date of execution. He answered questions regarding the agreement.

**MOTION:** Move to authorize the Mayor to sign a 20-year Agreement with the YMCA.

**Conan / Payne** - unanimously approved.

Councilmember Ekberg returned to the Council Chambers at this time.

5. Street Naming at the 72<sup>nd</sup> Street Plat. Dick Bower, Building and Fire Safety Director presented this request for naming streets in the 72<sup>nd</sup> Street plat.

**MOTION:** Move to approved the proposed naming of Teal Loop, Brant Court and Pintail Loop for the 62<sup>nd</sup> lot, single family development in the 72<sup>nd</sup> Street Plat located at 72<sup>nd</sup> Street and Skansie on the west side of Highway 16.

**Kadzik / Franich** – six voted in favor. Councilmember Malich voted no.

6. Shoreacres Water Contract. Carol Morris presented the background information on the agreement with the city and Shoreacres Water Company to purchase water to distribute to its customers. This agreement has been in place for many years, and the company came to the city asking for an amendment relating to rates, connection fees, and the amount of water the city will provide. She said that the contract amendment has been negotiated with failsafe mechanisms with regard to the amount of water to be sold to track concurrency. If the annual amount of 17,000,000 gallons is exceeded, a

25% surcharge will be added and if the amount is over 10%, the contract must be renegotiated. This agreement will expire in 2011. The rates and connection fees are established by ordinance.

Councilmembers asked for further clarification of the contract language.

Scott Wagner – PO Box 492, Gig Harbor. Mr. Wagner responded that Shoreacres purchased approximately 17 million gallons in the last twelve month period. They currently have 240 connections but have the ability have 317 total. The idea is that when a new connection is added, an increase of 80,000 gallons of water (1 ERU) would be made.

**MOTION:** Move to authorize the Mayor to sign the contract between the City of Gig Harbor and Shoreacres Water Company.  
**Kadzik / Payne** - unanimously approved.

7. History Museum Contract Extension. Rob Karlinsey explained that the city has an agreement with the History Museum to purchase the triangle piece at Donkey Creek Park and the easement on the museum property. The contract needs to be extended by 90 days in order to complete the environmental analysis. He said that one change needs to be made to the agreement to eliminate the words “attached hereto as Exhibit D” from the last paragraph in Section 2, paragraph 4.8. The indemnification language is sufficient.

**MOTION:** Move to authorize the Mayor, on behalf of Council, to execute a First Amendment to the Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society as amended.  
**Payne / Conan** - unanimously approved.

8. Recommendation for Naming the Park on 50<sup>th</sup> Street. David Brereton explained that the Parks Commission was asked to recommend names for the future park off 50<sup>th</sup> Street. They picked three: Kenny Marvin Veteran’s Memorial Park; Veteran’s Memorial Park; and Westside Park. He said that members of Mr. Marvin’s family are present to speak.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich gave a brief history of Gig Harbor resident, Kenny Marvin. Kenny owned a gas station here, fished commercially, and served his country in the war. Kenny was a Marine taken on Wake Island and held as a prisoner of war for over 1300 days. Mr. Bujacich said it would be appropriate to honor all veterans and recognize one in particular by naming the park Ken Marvin Memorial Park. He further explained that Kenny lived on the corner of 38<sup>th</sup> in near the park property, and served the community well.

Nick Tarabochia – 8021 Shirley Avenue. Mr. Tarabochia agreed that it would be appropriate to have Ken Marvin’s name on a Veteran’s Memorial Park, which would



honor all veterans and also honor Ken. This is a man that was a part of our community, served our country, and was a local fisherman.

Don Sehmel – 4010 Vernhardson Street. Mr. Sehmel said he was fortunate to have Kenny Marvin as a friend for over 60 years. He said he would like to suggest an alternative name for the park. He talked about veterans of many wars, WWII, Korea, Vietnam, Gulf, and now Iraq and Afghanistan. He said the name Veteran’s Memorial Park would cover a wider section of the community.

Councilmembers Kadzik commented that it may be more appropriate to use the more formal Kenneth rather than Kenny. He then said that on the East Coast, honoring a specific person in conjunction with a Veteran’s Memorial was widespread and he would be in favor of the name Kenneth Leo Marvin Veteran’s Memorial Park.

Councilmember Ekberg said that the bio on Kenny was very interesting. He said that the community hasn’t done anything for our all veteran’s from many wars and a larger encompassing Veteran’s Memorial Park would allow the service groups to include biographies of several of the individual veterans. He said he would favor the name Veteran’s Memorial Park.

Councilmember Young said he started with the idea of choosing Veteran’s Memorial Park, but was reminded that it is common to honor an individual by naming a memorial. He said he is in favor of honoring someone with a Westside connection. He said he is in favor of naming the park the Kenneth Leo Marvin Veteran’s Park.

Councilmember Conan said that Kenny Marvin was a long-time family friend and so he was excited to see a recommendation to honor him. He said that Kenny was key in the formation of this community and agreed that this his name should be honored at a Veteran’s Memorial Park.

Councilmember Payne said that he didn’t have the honor of meeting Mr. Marvin. He added that all veterans deserve our respect and honor and he supports identifying Mr. Marvin with this Veteran’s Memorial Park given his ties to the Westside. He said that he would like to instruct the Parks Commission to find an appropriate way to honor not only Mr. Marvin, but other veterans in this park where families and youth will come to use the park and to see, understand, and acknowledge the sacrifice that has gone before them in this community.

**MOTION:** Move to adopt Kenneth Leo Marvin Veteran’s Memorial Park as the name for the new city park on 50<sup>th</sup> Street.  
**Kadzik / Payne** - unanimously approved.

9. Planning Commission Work Program. Jenn Kester, Senior Planner presented the proposed work program explaining that the program has been organized by quarters of the year rather than tiers to allow for more efficiency.

Councilmember Franich voiced concern that not enough time would be allowed to thoroughly review each issue. Ms. Kester responded that the Planning Commission has committed to the formation of subcommittees for issues that may need more detailed discussion. Another would be to ask the Planning / Building Committee to move it forward on the work program for additional consideration.

Councilmember Young asked about the timeline for consideration of affordable housing. Mr. Kester said that a draft agreement for an inventory and analysis is currently under review before coming to Council. Councilmember Young asked that a placeholder be added for this item towards the end of the year.

Councilmember Payne asked if there is a short-term solution for non-conforming structures. Ms. Kester said that a draft ordinance will come before Council at the next meeting in January, or the first in February.

Councilmember Kadzik praised the goal-setting approach. He then said that he shares the concern about issues being rushed, but that he has confidence in the Planning Commission and staff that issues will not come back to Council without appropriate consideration.

**MOTION:** Move to accept the Planning Commission Work Program as proposed.  
**Kadzik / Conan –**

Councilmember Young offered an amendment to the main motion.

**AMENDMENT:** Move to add an Affordable Housing Text Amendment in the fourth quarter.  
**Young / Payne –** unanimously approved.

**MAIN MOTION:** Move to accept the Planning Commission Work Program as amended.  
**Kadzik / Conan –** six voted in favor. Councilmember Franich voted no.

**STAFF REPORT:**

Gig Harbor Police Department - November and December Monthly Reports. Chief Davis presented these two reports and offered to answer questions. He thanked Council for their support of a traffic safety program which has resulted in a decrease of accidents. He talked about the increase in DUIs and the results of recent recruitment efforts.

**PUBLIC COMMENT:** None.

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

Councilmember Franich asked for an update on the Olympic Drive Project. David Brereton responded that there are currently four contractors working to relocate utilities. He said he would coordinate the patching of potholes and temporary striping to help during construction.

Councilmember Payne recognized Councilmember Ekberg for serving as Mayor Pro Tem the past two years. The meetings he presided over went smoothly. Mayor Hunter also voiced appreciation.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. GH North Traffic Options Committee – Wednesday, Jan. 23<sup>rd</sup> at 9:00 a.m. in Community Rooms A & B.
2. Finance & Safety Committee Special Meeting – January 22<sup>nd</sup> at 5:00 p.m.
3. Boards & Commissions Candidate Review – Mon. Jan. 28<sup>th</sup> at 4:30 p.m.
4. Special City Council Meeting: Joint Workstudy Session with the Lodging Tax Advisory Board - Monday, Feb. 4<sup>th</sup> at 6:00 p.m.
5. Regular City Council Meeting February 11<sup>th</sup> at 6:00 p.m.

Mayor Hunter said that the elected officials have been invited to attend the Westsound Watershed Summit Meeting held all day on January 24<sup>th</sup> and asked anyone interested in attending to let him know. He mentioned the grant opportunities that may be available if the city participates in these meetings which are held a couple times a year.

**MOTION:** Move to adjourn back to Executive Session at 8:28 p.m. for approximately fifteen minutes to discuss property acquisition.  
**Franich / Ekberg** – unanimously approved.

**MOTION:** Move to return to regular session at 8:35 p.m.  
**Franich / Conan** – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:35 p.m.  
**Franich / Conan** – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1 - 16  
Disk #2 Tracks 1 - 9

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk



**Meeting Minutes  
Intergovernmental Affairs Committee  
January 14, 2008**

In attendance:

Councilmember Payne  
Councilmember Conan  
City Administrator Karlinsey

The meeting convened at 4:40 p.m.

New Business:

2008 State Legislative Session. Discussed several state legislative issues of interest to the City, including two bills: 1. Authorizing cities/counties to impose shoreline moratoria, and 2. Authorizing cities to condition outside utility extensions upon city code compliance. The committee also discussed the \$2 million capital request for sewer system improvements. The City's lobbyist will follow up with key legislative committee chairs and its own legislative delegation.

Federal Earmark Request: The committee had a brief conference call with the City's WA D.C. lobbyist, Dale Learn. Dale discussed strategy for earmark request, including best program/committees in which to request the earmarks. The committee also discussed the upcoming trip to D.C. (February) and confirmed that travel arrangements have been made.

The meeting adjourned at 5:15 p.m.

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

*Whereas*, The Pierce County Library coordinates the Pierce County READS program for 2008, Key Foundation is sponsoring Pierce County READS and The News Tribune is the major media sponsor, and the Washington State Library, Office of the Secretary of State, and the Institute of Museum and Library Services provided a grant for Pierce County READS; and

*Whereas*, the Pierce County READS program in its inaugural year of 2008 seeks to provide, cultivate, and encourage reading opportunities for a community of readers throughout Pierce County; and

*Whereas*, Pierce County READS will be a focused three-month period, February-April 2008, when people throughout the county will read the selected book, participate in free programs, join with groups to discuss the book, and attend a free event and meet the major author of the book on April 26, 2008, at 7 p.m., with the full schedule of events and activities available at [piercecountylibrary.org](http://piercecountylibrary.org), beginning February 2008; and

*Whereas*, The Pierce County Library is offering this community-wide program in collaboration with Associated Ministries, Barnes & Noble, Borders, Fort Lewis Library, Garfield Book Company, King's Books, Lakewood Historical Society and History Museum, McChord Air Force Base Library, Mostly Books, Pacific Lutheran University, Pierce College, Pierce County Library Foundation and donors, Pierce County Library Friends organizations, Puyallup Public Library, Roy Public Library, Sumner Arts Commission, and other community partners; and

*Whereas*, Pierce County READS will foster and strengthen community involvement and unity through a shared reading activity; and

*Whereas*, in recognition of Pierce County Library System and The News Tribune's Pierce County READS, sponsored by Key Foundation, a foundation funded by KeyBank;

***NOW, THEREFORE, I, Charles Hunter, Mayor of the City of Gig Harbor, do proclaim February through April 2008 as***

### PIERCE COUNTY READS

and invite all citizens of Gig Harbor to join me in this special observance. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 28<sup>th</sup> of January.

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Mayor, City of Gig Harbor

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Date

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

**WHEREAS**, National Mentoring Month provides an opportunity to recognize and commend the efforts of mentoring programs and raise community awareness of the importance of mentoring; and

**WHEREAS**, Pierce County is a County of Promise and the future of Pierce County rests on the hopes and dreams of its children; and

**WHEREAS**, mentors are caring and motivation individuals who are good listeners, offering support and encouragement, and providing a consistent role model; and

**WHEREAS**, young people greatly benefit from mentors who can encourage self-confidence and positive attitude, inspire them in their education endeavors, inform them of the importance of healthy relationships with their friends and families, and educate them on the perils of drug and alcohol abuse and delinquent behavior; and

**WHEREAS**, research has shown mentored youth are 52% less likely to skip a day of school, 46% less likely to start using drugs, and 27% less likely to start drinking; and

**WHEREAS**, mentoring provides mentors the opportunity to learn more about themselves, improve their own values and morale, and get a fresh perspective on their lives; and

**WHEREAS**, there are over 300 children currently waiting for a mentor in Pierce County; and

**WHEREAS**, there are various local mentoring programs that have made significant contributions to our community by offering outstanding services to youth in Pierce County; and

**WHEREAS**, Pierce County commends all the mentors of our community for their valuable contributions and for the services they provide our youth, as they encourage others to make a difference in the life of Pierce County's youth;

**NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, do proclaim January, 2008, as**

### **“NATIONAL MENTORING MONTH”**

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 28<sup>th</sup> day of January, 2008.

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Mayor, City of Gig Harbor

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Date

Be **BIG!**



**Big Brothers Big Sisters** of Puget Sound

**Main Office**

1600 South Graham Street

Seattle, WA 98108-2821

Tel: 206-736-9060

Fax: 206-763-8748

[www.bbbs.org/pugetsound](http://www.bbbs.org/pugetsound)

1/08/2008

Dear elected official,

January is National Mentoring Month and the Pierce County Mentoring Partnership is looking to spread the word about the great programs currently at work throughout the county. One thing we would like to do is have as many municipalities as possible issue a proclamation in support of mentoring throughout the month of January. We have attached an example and we are happy to work with you if you have any ideas for ideas.

The Pierce County Mentoring Partnership is a committee of the Alliance for Youth Pierce County. The members of the partnership consist of different mentoring programs that operate in the county and work together to recruit mentors, share best practices and work on volunteer appreciation.

There are over 300 children waiting for a mentor throughout every corner of Pierce County. The biggest need of all mentoring programs at this time is getting enough caring adults to meet this great need. Research shows that youth who have mentors do better academically, do better socially and are less likely to use drugs and alcohol.

Thank you very much for helping get this proclamation issued and for your help in spreading the word about the work mentoring programs are doing.

Sincerely,

Big Brothers Big Sisters

**Big Brothers Big Sisters at the Urban League**

105 14th Avenue, Suite 3A, Seattle, WA 98122-5569

Tel: 206-267-3580

**Pierce & Kitsap Counties**

2107 South 12th Street, Tacoma, WA 98405-3025

Tel: 253-396-9630

Fax: 253-396-9632

**Jefferson & Clallam Counties**

P.O. Box 398, Chimacum, WA 98325-0398

Tel: 360-732-4090 ext. 276

Fax: 360-732-0739



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

**Subject: Resolution declaring the purchase of a police patrol vessel to be limited to a sole source and waiving competitive negotiation requirements for such purchase**

**Proposed Council Action: Approve the Resolution as presented**

**Dept. Origin: Police Department**

**Prepared by: Chief Mike Davis** *(Signature)*

**For Agenda of: January 28, 2008**

**Exhibits: See attached**

Initial & Date

Concurred by Mayor: *CWA 1/22/08*  
 Approved by City Administrator: *RJK 1/23/08*  
 Approved as to form by City Atty: *CAM 1/22/08*  
 Approved by Finance Director: *DF 1/22/08*  
 Approved by Department Head: *(Signature)*

Expenditure	Amount	Appropriation	
Required \$163,448	Budgeted \$163,448*	Required	0

**INFORMATION / BACKGROUND**

The City Council may waive the requirements of advertisement, proposal evaluation, and competitive negotiation of a police patrol vessel pursuant to RCW 39.04.280, if the Council declares that the proposed purchase is clearly and legitimately limited to a single source or supply, and recites why this situation exists. As outlined in the attached resolution, the following conditions collectively substantiate declaring SAFE Boats International, LLC as the sole provider of our proposed new police patrol vessel:

- The City desires to replace the existing police patrol vessel, with a larger size that will incorporate limited firefighting capabilities
- Due to the frequent physical contact between the police patrol vessel and other vessels, the operational requirements of a police patrol vessel must include a soft-sided hull



- A soft-sided, solid foam collar hull form allows a vessel to remain afloat with no additional floatation in the event of a catastrophic hull breach and affords a higher degree of safety to the operator(s) when utilizing the vessel near open flames
- The expected serviceable use of an air-inflated hull form is roughly half that of a solid foam collar hull form
- The Department of Homeland Security has agreed to provide a 75% reimbursement grant to the City of Gig Harbor for the purchase of a police patrol vessel utilizing a solid foam collar hull form
- City staff has confirmed that SAFE Boats International, LLC is the sole supplier of a soft-sided, solid foam collar hull form vessel. We are in receipt of documentation indicating that SAFE Boats International, LLC maintains several patents governing the production of a solid foam collar whereby "a stabilizing means is formed of closed cell polypropylene or polyethylene foam." Consultation with a local municipality (City of Bainbridge Island) that recently underwent the procurement process in which the design specifications included a "non-deflating collar" hull form that produced only one vendor capable of supplying such product. This vendor was SAFE Boats International, LLC.

### **RECOMMENDATION / MOTION**

#### **Move to: Approve the resolution**

\* The city is responsible for 25% of this total (\$41,000). The remaining amount (\$122,360.34) will be reimbursed by a Department Homeland Security (DHS) Grant.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE PURCHASE OF A POLICE PATROL VESSEL TO BE LIMITED TO A SOLE SOURCE AND WAIVING COMPETITIVE NEGOTIATION REQUIREMENTS FOR SUCH PURCHASE.**

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WHEREAS, the police patrol vessel currently owned and utilized by the City of Gig Harbor Police Department has neared the end of its expected and serviceable use; and

WHEREAS, the city not only desires to replace the existing police patrol vessel, but in fact upgrade the vessel to a larger size that will incorporate limited firefighting capabilities; and

WHEREAS, due to the frequent physical contact between the police patrol vessel and other vessels, the operational requirements of a police patrol vessel include a soft-sided hull form; and

WHEREAS, a soft-sided, solid foam collar hull form allows a vessel to remain afloat with no additional floatation in the event of a catastrophic hull breach and affords a higher degree of safety to the operator(s) when utilizing the vessel near open flames; and

WHEREAS, the expected serviceable use of an air-inflated hull form is roughly half that of a solid foam collar hull form; and

WHEREAS, the Department of Homeland Security has agreed to provide a 75% reimbursement grant to the City of Gig Harbor for the purchase of a police patrol vessel utilizing a solid foam collar hull form; and

WHEREAS, City staff has confirmed that SAFE Boats International, LLC is the sole supplier of a soft-sided, solid foam collar hull form vessel. This conclusion is based upon:

- a) Research of all known manufacturers of patrol boats, including
  - i. Zodiac
  - ii. Silver Ship Marine
  - iii. Sea Ark
  - iv. Northwind Marine

- v. Kvichak Marine
  - vi. Moose Boats
  - vii. ACB Boats
  - ix. Ottercraft, LLC
  - x. Almar Marine
  - xi. Protector Boats
  - xii. Achilles Boats
  - xiii. Caribe Boats, and
- b) Consultation with a local municipality (City of Bainbridge Island) that recently underwent the procurement process in which the design specifications included a “non-deflating collar” hull form that produced only one vendor capable of supplying such product (SAFE Boats International, LLC), and
- c) Receipt of documentation indicating that SAFE Boats International, LLC maintains several patents delineating “a stabilizing means is formed of closed cell polypropylene or polyethylene foam.”

WHEREAS, City staff has confirmed with SAFE Boats International, LLC, that the price for a 21-foot SAFE Boat that utilizes a soft-sided, solid foam collar with fire monitor/pump is \$163,360.34; and

WHEREAS, the City Council may waive the requirements of advertisement, proposal evaluation, and competitive negotiation of a police patrol vessel pursuant to RCW 39.04.280 if the Council declares that the proposed purchase is clearly and legitimately limited to a single source or supply, and recites why this situation exists;

NOW, THEREFORE,

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

Section 1 For the reasons stated above, the City Council declares that the purchase of a soft-sided, solid foam collar hull form police patrol vessel is clearly and

legitimately limited to a single source or supply. Therefore, the City Council waives all competitive negotiation requirements for this sole source purchase.

RESOLVED this \_\_\_\_\_ of January, 2008

APPROVED:

\_\_\_\_\_  
MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

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

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



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution – Surplus Equipment

Dept. Origin: Finance

Proposed Council Action:

Prepared by: Kay Truitt

Adopt the attached resolution surplusng this city-owned equipment.

For Agenda of: January 23, 2008
Exhibits:

Initial & Date

Concurred by Mayor:

CUH 1/22/08

Approved by City Administrator:

PK 1/23

Approved as to form by City Atty:

CAM 1/22/08

Approved by Finance Director:

PR 1/22/08

Approved by Department Head:

[Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (\$0, \$0, \$0).

INFORMATION / BACKGROUND

The city has a surplus of antiquated equipment which needs to be properly disposed. This surplus occurred due to the replacement of outdated equipment.

FISCAL CONSIDERATION

The surplus equipment will be sold to either a recycling center or charity organization to be refurbished and reused.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the attached resolution surplusng this city-owned equipment.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF GIG HARBOR  
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE  
FOR SALE.**

**WHEREAS**, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

**WHEREAS**, the City may declare such equipment surplus and eligible for sale;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

	EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
1	Computer Monitors	7	*VOE086335* MX-04N736-47605-29Q-BDUK MU17026CP1238 59119-D3BNF-C8 17004A907360 MIA8J4162054 MX-04N136-47605-29Q-BDQQ	Gateway VX900 Dell M992 Gateway Dell D1226H Gateway EV700 Gateway EV700 Dell M992

SURPLUS ITEMS

Page 2

2	Computer Printers	6	MY161670CT (00919)  5G880110QW  CNZA6T71P2  JPPCH00378 (00799)  U61229M4J148286 (01239)	HP Destjet 940c  HP Scanjet ADF  HP Scanjet 5500c  HP Colorlaserjet 4550N  Brother HL-2040
3	Computer Towers	8	0017506157 (00779)  0018295228  0012626264 (00765)  0017066502 (00902)  (00913)  FWFH321 (01013)  6H9PG41 (01136)  GQL2711 (00949)	Gateway E3200  Gateway E4200  Gateway E3200  Gateway E3200  HP Laserjet 1200  Dell Precision 340  Dell Precision 340  Dell Precision 340

SURPLUS ITEMS

Page 2

4	Miscellaneous Equipment			
	Speakers	16		
	Woofers	6		
	Computer Routers	2		
	Fax Machines	2		
	Key Boards	7		
	UPS Surge Protectors	5		

PASSED ON THIS 28<sup>th</sup> day of January, 2008.

APPROVED:

\_\_\_\_\_  
MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK: 01/22/08  
PASSED BY THE CITY COUNCIL: 01/28/08  
RESOLUTION NO.





Business of the City Council
City of Gig Harbor, WA

Subject: Skansie Brothers Park Ad Hoc Committee

Proposed Council Action: Authorize the Mayor on behalf of Council to form the Skansie Brothers Park Ad Hoc Committee.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: January 28, 2008

Exhibits: Resolution

Initial & Date

Concurred by Mayor: CLH 1/22/08
Approved by City Administrator: LDK 1/23/08
Approved as to form by City Atty: CAM 1/22/08
Approved by Finance Director: [Signature] 1/22/08
Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are -0-.

INFORMATION / BACKGROUND

Skansie Brothers Park was purchased in 2002. In 2003, a Skansie Ad Hoc Committee was formed to consider future uses and development for the park. Since then, there have been additional proposed uses for the house, the netshed, Jerisich Dock (which with removal of the fence is now visually part of Skansie Park), and the grounds. The purpose of this committee is to review findings generated by the 2003 Committee and all other proposals in a public setting.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

This resolution was forwarded to the Parks Commission and they had no comment. It was also circulated to the Design Review Board to keep them informed.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to solicit members from the community for the Skansie Park Ad Hoc Committee.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF GIG HARBOR,  
WASHINGTON, ESTABLISHING AN AD HOC PLANNING  
COMMITTEE TO GATHER IDEAS FOR DEVELOPMENT  
AND USE OF SKANSIE BROTHERS PARK.**

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WHEREAS, the City of Gig Harbor owns the Skansie Park property located adjacent to Jerisich Park; and

WHEREAS, members of the community have indicated an interest in sharing ideas for development of the parks and the utilization of the existing structures; and

WHEREAS, gathering and presenting public opinions with respect to the development of these city parks presents an opportunity for historic preservation and volunteerism at its best; and

WHEREAS, an advertisement will be placed in the Gateway asking for volunteers to serve on the committee; now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:**

**Section 1: Formation of Committee.** That an Ad Hoc Committee of volunteers be recommended by the Mayor and approved by the City Council to participate in gathering ideas and making a presentation to the City Council of ideas relating to the development and use of Skansie Brothers Park. The committee will include not more than 9 members made up of two representatives from the Gig Harbor Commercial Fishermen's Club, one member of the Planning Commission, one member of the Main Street Board of Directors, one member from the downtown business community, two members from the downtown residential neighborhood and an historic preservationist. If any one position is left unfilled, membership will be made up from the community at large. The committee will be selected after public advertisement in the legal notices of the Peninsula Gateway, the city's newspaper of legal record.

**Section 2. Conduct of the Committees.** The committee shall meet on not more than five occasions between February 1, 2008 and May 30, 2008, to

conduct discussions and at least two public hearings for the purpose of gathering public input. The committee shall review and consider findings generated by the 2003 Skansie Ad Hoc Committee. They will consider uses for the house and netshed, review the 2003 proposal to construct a maritime pier and review the feasibility of adding temporary transient moorage to Jerisich Dock. They will also investigate other improvements to the property such as landscaping and improvements for public benefit. All data gathered will be summarized for City Council review. The committee shall disband June 30, 2008. After the committee reports to the City Council by June 2008, the City Council will determine future action that may be taken.

**Section 3. Staff Support.** The committee will be staffed with the city's historic preservation coordinator at each meeting to provide operational support and will include an additional staff member at each meeting for the purposes of developing a suitable public record.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR this 28<sup>th</sup> day of January, 2008.**

APPROVED:

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CHUCK HUNTER, MAYOR

ATTEST/AUTHENTICATED:

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MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 01/22/08  
PASSED BY THE CITY COUNCIL: 01/28/08  
RESOLUTION NO.



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

**Subject:** Wastewater Treatment Plant Strip Aerator Diffuser System – Bid Award

**Proposed Council Action:** Approve the award and execution of the contract for a Strip Aerator Diffuser System to McConnell Construction, Inc. for their quote in the amount not to exceed \$50,080.80.

**Dept. Origin:** Engineering Division

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

**For Agenda of:** January 28, 2008

**Exhibits:** Procurement Contract

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:** RAK 1/24/08

**Approved as to form by City Atty:** DP 1/24/08

**Approved by Finance Director:** DP 1/24/08

**Approved by Department Head:** Don 1/24/08

Expenditure Required	\$50,080.80	Amount Budgeted	\$7,000,000	Appropriation Required	0
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**INFORMATION / BACKGROUND**

A component of the Wastewater Treatment Plant Expansion provides for the purchase of a Strip Aerator Diffuser System. In response to a formal advertised bid, the City received the following bid:

McConnell Construction, Inc.	\$50,080.80
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After a review of the bidder's qualifications, experience and ability of the contractor to provide the required equipment to the City in a timely manner, McConnell Construction, Inc. was determined to be the most responsible bidder. The engineer's estimate for this system was \$85,000.00.

**FISCAL CONSIDERATION**

The aerator was budgeted for in the 2008 sewer budget.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION / MOTION**

**Move to:** Authorize Council and the Mayor to authorize the contract with McConnell Construction, Inc. for the procurement of the Strip Aerator Diffuser System for the Wastewater Treatment Plant in the amount not-to-exceed Fifty Thousand Eighty Dollars and Eighty Cents, (\$50,080.80).

**WASTEWATER TREATMENT PLANT STRIP AERATOR DIFFUSER  
SYSTEM CSSP-0716**

**CONTRACT**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Gig Harbor, a Charter Code city in the State of Washington, hereinafter called the "City", and McConnell Construction, Inc., hereinafter called the "Contractor."

**WITNESSETH:**

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the construction of a new strip aerator diffuser system, and other work, all as more completely described in the contract documents entitled "Wastewater Treatment Plan Strip Aerator Diffuser System" which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of Fifty Thousand Eighty Dollars and Eighty Cents (\$50,080.80), including state sales tax, and subject to the provisions of the Contract Documents.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. Equipment procurement to the WWTP site shall be completed within ninety (90)-calendar days. Owner will request manufacturer's services for start-up and testing following installation, but no later than one-hundred and eighty (180) calendar days following award of contract.
3. The Contractor agrees to pay the City the sum of \$83.47 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Standard General Conditions of the Construction Contract," "Supplementary Conditions," "Technical Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Contract Documents.
6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.

7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF GIG HARBOR:

CONTRACTOR:

\_\_\_\_\_  
Charles L. Hunter, Mayor  
City of Gig Harbor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

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

APPROVED FOR FORM:

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



Business of the City Council  
City of Gig Harbor, WA

CA-8

- Subject:** Approval for Hotel/Motel 08 Contracts
- Zahorsky & Associates Brand Communications
  - Tacoma Regional Convention & Visitors Bureau
  - Kitsap Visitors & Convention Bureau

**Proposed Council Action:** I recommend the Council approves the contracts as presented.

**Dept. Origin:** Administration - Marketing

**Prepared by:** Laureen Lund

**For Agenda of:** January 28, 2008

**Exhibits:**  
3 referenced contracts

Initial & Date

**Concurred by Mayor:** *CLH 12/4*

**Approved by City Administrator:** *RJK 12/6*

**Approved as to form by City Atty:** *CAm 12/5/07*

**Approved by Finance Director:** *DR 12/5/07*

**Approved by Department Head:** *CLH 12/6/07*

Expenditure Required	\$29,000.00	Amount Budgeted	\$29,000.00	Appropriation Required	0
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**INFORMATION / BACKGROUND**

As outlined in the 2008 Narrative of Objectives the Marketing office has budgeted to contract with the Tacoma Regional Convention & Visitors Bureau and the Kitsap Convention & Visitors Bureau to expand our marketing opportunities. Both these contractors provide greater exposure to the City of Gig Harbor on their website and in all their promotional materials. Zahorsky & Associates continues to enhance our public relations and advertising campaigns as established in our Tourism Strategic Plan.

**FISCAL CONSIDERATION**

These items are already approved in the 2008 Marketing Budget from Lodging Tax dollars and will not exceed the budgeted amount of \$29,000.

**BOARD OR COMMITTEE RECOMMENDATION**

I recommend that the Council authorize and accept the contract for Zahorsky & Associates Brand Communications, Tacoma Regional Convention & Visitors Bureau and Kitsap Visitors & Convention Bureau.

**RECOMMENDATION / MOTION**

**Move to:**

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
Carol Zahorsky DBA Zahorsky & Associates Brand Communications**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Carol Zahorsky, a public relations contractor, whose address is: 14735 McIntosh Lane SE, Tenino WA 98589, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the formation of a tourism public relations campaign and desires that the Consultant perform services necessary to assist in the development of the campaign by contacting travel writers to write about Gig Harbor, revise existing and to create new press materials, write press releases and related public relations services.

WHEREAS, the Consultant agrees to perform services more specifically described in Exhibit A, Scope of Service, dated January 1, 2008, which is attached hereto as Exhibit A, and is incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount hourly rate of one hundred thirty dollars and no cents (\$130.00), not to exceed \$one thousand dollars and no cents (\$1000.00) per month or twelve thousand dollars and no cents (\$12,000.00) for the duration of this agreement for the services described in Exhibit A herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, as described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that



portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

The City and the Consultant agree that the Consultant will begin work on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by December 31, 2008.

### **V. Termination**

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

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

or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II (A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

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

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

12/4/2007

ConsultantServCContractZahorsky08.doc

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Administrator's determination in a reasonable time,

12/4/2007

ConsultantServCContractZahorsky08.doc

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

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

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

City of Gig Harbor  
Attn: Rob Karlinsey  
3510 Grandview Street  
Gig Harbor, WA 98335

Carol Zahorsky  
14735 McIntosh Lane SE  
Tenino, WA 98589

#### **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.

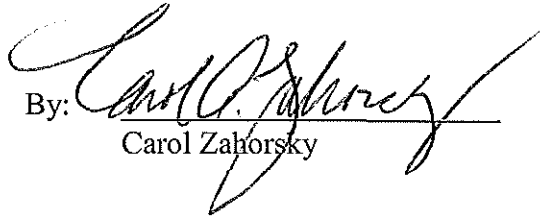
#### **XIX. Entire Agreement**

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.

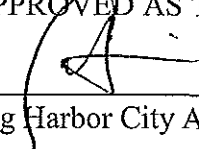
IN WITNESS WHEREOF, the parties have executed this Agreement on this 14<sup>th</sup> day of January, 2008.

THE CITY OF GIG HARBOR

By:   
Carol Zahorsky

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

APPROVED AS TO FORM:

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

ATTEST:

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

# Exhibit A

## SCOPE OF SERVICES

### Gig Harbor Public Relations

1. Carol Zahorsky (The Consultant) will meet on a regular, agreed upon basis with the City of Gig Harbor Marketing Director (Client) to develop, implement and track a public relations campaign for 2008.
2. The Consultant will provide counsel to the Client on fulfilling marketing goals using public relations tactics and tools and will suggest public relations strategies to fulfill specific goals.
3. The Consultant will determine with Client schedule and topic for quarterly press releases.
4. The Consultant will draft and help distribute press releases and promote 2008 stories with a focus on; Healthy Harbor, Thunderbird 50<sup>th</sup> Anniversary, opening of new Heritage Center including Shenandoah and boat building, Main Street and downtown development.
5. The Consultant will work with Client on honing the verbal positioning of Gig Harbor by carefully crafting language in press releases and reviewing other press releases the Client writes.
6. The Consultant will stay abreast of and respond to appropriate media leads generated and shared by Washington State Tourism.
7. The Consultant will work with Client to put together itineraries for travel writers on an as needed basis, targeting the stories listed above in #4 with the added target of groups and convention audience.
8. The Consultant will work with the Marketing Director and advise on product development in Gig Harbor.
9. The Consultant will work with client to plan 2008 PR activities, specifically concerning the items listed in #4.
10. The Consultant will provide monthly reports regarding work completed, contacts made and successes achieved based on goals set by the Marketing Director at the beginning of the year.
11. The Consultant shall Explore and develop PR partnerships with Washington State Tourism, Tacoma CVB, Kitsap VCB, and other tourism entities to expand our media reach.

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

**In Exchange for the Services above**

Carol Zahorsky will be paid by the City of Gig Harbor \$130.00 an hour for the services described in Exhibit A Scope of Services, up to a maximum amount of \$1000.00 per month, not to exceed \$12,000.

Carol Zahorsky will submit monthly invoices for processing by the City of Gig Harbor for the services performed.

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



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

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Tacoma-Regional Convention and Visitor Bureau, a Washington corporation, 1119 Pacific Avenue, 5<sup>th</sup> floor, Tacoma, WA 98402, (hereinafter the "Convention and Visitor Bureau"), for tourism promotion activities as described in this agreement.

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

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

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

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Ten Thousand Dollars (\$10,000.00) in funding to the Convention and Visitor Bureau for the purposes authorized by statute and as further described in the City of Gig Harbor 2008 budget; and

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

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

**Section 1. Scope of Activities.** The City shall provide Ten Thousand Dollars (\$10,000.00) in funding to the Convention and Visitor Bureau to perform the following activities and no others:

- A. Promotion and Marketing- The Convention and Visitor Bureau Staff will market Gig Harbor and include Gig Harbor as part of the following aspects of the Convention and Visitors Bureau; website, newsletter and Travel Tacoma Visitors Guide 2008.
- B. Web Presence – The Convention and Visitor Bureau staff will provide Gig Harbor focused visitor information and links from [www.traveltacoma.com](http://www.traveltacoma.com) and maintain a current Events Listing for Gig Harbor on the Convention and Visitor Bureau Website.

- C. New Projects- The Convention and Visitor Bureau Staff will provide Gig Harbor the opportunity to participate in new projects as they come available and as agreed upon with the Gig Harbor Marketing Director, including by not limited to Scenic Byway, tour and travel operator fairs and Tall Ships events. These projects may require additional funding.
- D. Results- The Convention and Visitor Bureau Staff will produce a annual report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee meetings.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3. Distribution and Payment.** The total funding provided by the City to the Convention and Visitor Bureau under this Agreement shall not exceed Ten Thousand Dollars (\$10,000.00) and will be paid quarterly upon receipt of invoice and activities report from the Convention and Visitors Bureau. The Convention and Visitors Bureau shall expend the funds prior to December 31, 2008. Any funds not spent by December 31, 2008 shall be promptly returned to the City.

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

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

**Section 6. Reporting.** The Convention and Visitor Bureau agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2009.

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

**Section 8. Legal Relations.** Neither the Convention and Visitor Bureau, nor any employee, officer, official or volunteer of the Convention and Visitor Bureau shall be deemed to be

an independent contractor, employee or volunteer of the City. No liability shall attach to the Convention and Visitor Bureau or the City by reason of entering into this Agreement except as expressly provided herein.

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

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

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

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

DATED this 14th day of January, 2008.

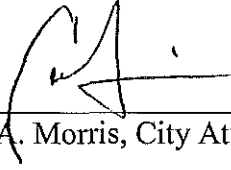
**THE CITY OF GIG HARBOR**

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

ATTEST:

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

APPROVED AS TO FORM:



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

THE TACOMA-~~PIERCE COUNTY~~ Regional  
CONVENTION AND VISITOR BUREAU

By Jennifer Johnson  
Its Interim Manager

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

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Kitsap Peninsula Visitor and Convention Bureau, a Washington corporation, PO Box 270, 32220 Rainier Ave. NE, Port Gamble, WA 98364, (hereinafter the "Visitor and Convention Bureau"), for tourism promotion activities as described in this agreement.

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

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

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

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Seven Thousand Dollars (\$7,000.00) in funding to the Visitor and Convention Bureau for the purposes authorized by statute and as further described in the City of Gig Harbor 2008 budget; and

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

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

**Section 1. Scope of Activities.** The City shall provide Seven Thousand Dollars (\$7,000.00) in funding to the Visitor and Convention Bureau to perform the following activities and no others:

- A. Meeting Marketing and Direct Sales – The Visitor and Convention Bureau Staff will market and sell Gig Harbor to professional meeting planners through out the year through inclusion in the Kitsap Travel Planner Guide and Kitsap Visitor Guide.
- B. Promotion and Marketing- The Visitor and Convention Bureau Staff will market Gig Harbor in all of their promotional opportunities and include Gig Harbor as part of all aspects of the Kitsap Visitor and Convention Bureau including website, newsletter and media and press contacts.

- C. Web Presence – The Visitor and Convention Bureau Staff will provide Gig Harbor focused visitor information and links from [www.visitkitsap.com](http://www.visitkitsap.com).
- D. Public Relations – The Visitor and Convention Bureau Staff will serve as a support contact for consumer and trade media seeking information about Gig Harbor.
- E. New Projects- The Visitor and Convention Bureau Staff will include Gig Harbor in new projects as they come available and as agreed upon with the Gig Harbor Marketing Director.
- F. Results- The Visitor and Convention Bureau Staff will produce a quarterly report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee quarterly meetings.

**Section 2.** **Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3.** **Distribution and Payment.** The total funding provided by the City to the Visitor and Convention Bureau under this Agreement shall not exceed Seven Thousand Dollars (\$7,000.00) and will be paid quarterly upon receipt of invoice and activities report from the Visitor and Convention Bureau. The Visitor and Convention Bureau shall expend the funds prior to December 31, 2008. Any funds not spent by December 31, 2008 shall be promptly returned to the City.

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

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

**Section 6.** **Reporting.** The Visitor and Convention Bureau agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2009.

**Section 7.** **Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that the Visitor and Convention Bureau has failed to expend the hotel-motel tax funds in accordance with state law and this Agreement, the City reserves the right

to commence an action against the Visitor and Convention Bureau to recover said funds, in addition to all of the City's other available remedies at law.

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

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

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

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

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

DATED this 14th day of January, 2008.

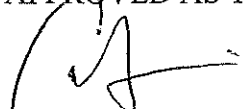
**THE CITY OF GIG HARBOR**

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

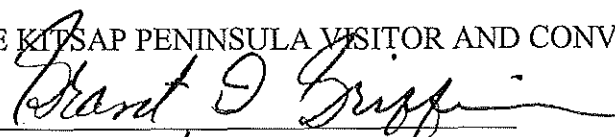
ATTEST:

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

APPROVED AS TO FORM:

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

THE KITSAP PENINSULA VISITOR AND CONVENTION BUREAU

By   
Its EXECUTIVE DIRECTOR





Business of the City Council
City of Gig Harbor, WA

Subject: Recommendation for Appointment for Lodging Tax Advisory Committee

Dept. Origin: Administration - Marketing

Prepared by: Laureen Lund

Proposed Council Action: I recommend the Council approve the slate as presented.

For Agenda of: January 28th, 2008

Exhibits:

Initial & Date

Concurred by Mayor: [Signature] 1/22/08
Approved by City Administrator: [Signature] 1/23
Approved as to form by City Atty: [Signature] 1/22/08
Approved by Finance Director: [Signature] 1/22/08
Approved by Department Head: [Signature] 1-23/08

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. All values are 0.

INFORMATION / BACKGROUND

Per Resolution No.509 passed by the Gig Harbor City Council on January 13, 1997 the City of Gig Harbor annually appoints members to the Gig Harbor Lodging Tax Committee who will insure continued use of the tax in a manner deemed in the best interest of the city.

FISCAL CONSIDERATION

none

BOARD OR COMMITTEE RECOMMENDATION

It is recommended that the following representatives be approved for membership on this advisory committee for 2008:

Elected Official of the City of Gig Harbor

Derek Young

Representatives of businesses required to collect the tax:

Wade Perrow
Sue Braaten
Kathy Franklin
Janice Denton

Representatives of activities or organizations to benefit from the use of the tax:

Randy Fortier
Cheri Johnson
John Moist
Warren Zimmerman

RECOMMENDATION / MOTION

Move to:



Business of the City Council  
City of Gig Harbor, WA

- Subject:** Approval for Hotel/Motel 08 Contracts
- Zahorsky & Associates Brand Communications
  - Tacoma Regional Convention & Visitors Bureau
  - Kitsap Visitors & Convention Bureau

**Proposed Council Action:** I recommend the Council approves the contracts as presented.

**Dept. Origin:** Administration - Marketing

**Prepared by:** Laureen Lund

**For Agenda of:** January 28, 2008

**Exhibits:**  
3 referenced contracts

Initial & Date

**Concurred by Mayor:** *CLH 12/4/07*  
**Approved by City Administrator:** *EAR 12/6/07*  
**Approved as to form by City Atty:** *CAM 12/5/07*  
**Approved by Finance Director:** *DF 12/5/07*  
**Approved by Department Head:** *SL 12/1/07*

Expenditure Required	\$29,000.00	Amount Budgeted	\$29,000.00	Appropriation Required	0
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**INFORMATION / BACKGROUND**

As outlined in the 2008 Narrative of Objectives the Marketing office has budgeted to contract with the Tacoma Regional Convention & Visitors Bureau and the Kitsap Convention & Visitors Bureau to expand our marketing opportunities. Both these contractors provide greater exposure to the City of Gig Harbor on their website and in all their promotional materials. Zahorsky & Associates continues to enhance our public relations and advertising campaigns as established in our Tourism Strategic Plan.

**FISCAL CONSIDERATION**

These items are already approved in the 2008 Marketing Budget from Lodging Tax dollars and will not exceed the budgeted amount of \$29,000.

**BOARD OR COMMITTEE RECOMMENDATION**

I recommend that the Council authorize and accept the contract for Zahorsky & Associates Brand Communications, Tacoma Regional Convention & Visitors Bureau and Kitsap Visitors & Convention Bureau.

**RECOMMENDATION / MOTION**

**Move to:**

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
Carol Zahorsky DBA Zahorsky & Associates Brand Communications**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Carol Zahorsky, a public relations contractor, whose address is: 14735 McIntosh Lane SE, Tenino WA 98589, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the formation of a tourism public relations campaign and desires that the Consultant perform services necessary to assist in the development of the campaign by contacting travel writers to write about Gig Harbor, revise existing and to create new press materials, write press releases and related public relations services.

WHEREAS, the Consultant agrees to perform services more specifically described in Exhibit A, Scope of Service, dated January 1, 2008, which is attached hereto as Exhibit A, and is incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount hourly rate of one hundred thirty dollars and no cents (\$130.00), not to exceed one thousand dollars and no cents (\$1000.00) per month or twelve thousand dollars and no cents (\$12,000.00) for the duration of this agreement for the services described in Exhibit A herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, as described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that

portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

The City and the Consultant agree that the Consultant will begin work on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by December 31, 2008.

### **V. Termination**

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

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

or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II (A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

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

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

12/4/2007

ConsultantServCContractZahorsky08.doc

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

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

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

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

## **IX. Exchange of Information**

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

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

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

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

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

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

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

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

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

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

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

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

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Administrator's determination in a reasonable time,

12/4/2007

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

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

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

City of Gig Harbor  
Attn: Rob Karlinsey  
3510 Grandview Street  
Gig Harbor, WA 98335

Carol Zahorsky  
14735 McIntosh Lane SE  
Tenino, WA 98589

#### **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

12/4/2007

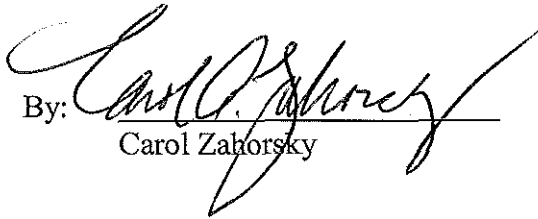
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execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.


IN WITNESS WHEREOF, the parties have executed this Agreement on this 14<sup>th</sup> day of January, 2008.

THE CITY OF GIG HARBOR

By:   
Carol Zahorsky

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

APPROVED AS TO FORM:

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

ATTEST:

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

# Exhibit A

## SCOPE OF SERVICES

### Gig Harbor Public Relations

1. Carol Zahorsky (The Consultant) will meet on a regular, agreed upon basis with the City of Gig Harbor Marketing Director (Client) to develop, implement and track a public relations campaign for 2008.
2. The Consultant will provide counsel to the Client on fulfilling marketing goals using public relations tactics and tools and will suggest public relations strategies to fulfill specific goals.
3. The Consultant will determine with Client schedule and topic for quarterly press releases.
4. The Consultant will draft and help distribute press releases and promote 2008 stories with a focus on; Healthy Harbor, Thunderbird 50<sup>th</sup> Anniversary, opening of new Heritage Center including Shenandoah and boat building, Main Street and downtown development.
5. The Consultant will work with Client on honing the verbal positioning of Gig Harbor by carefully crafting language in press releases and reviewing other press releases the Client writes.
6. The Consultant will stay abreast of and respond to appropriate media leads generated and shared by Washington State Tourism.
7. The Consultant will work with Client to put together itineraries for travel writers on an as needed basis, targeting the stories listed above in #4 with the added target of groups and convention audience.
8. The Consultant will work with the Marketing Director and advise on product development in Gig Harbor.
9. The Consultant will work with client to plan 2008 PR activities, specifically concerning the items listed in #4.
10. The Consultant will provide monthly reports regarding work completed, contacts made and successes achieved based on goals set by the Marketing Director at the beginning of the year.
11. The Consultant shall Explore and develop PR partnerships with Washington State Tourism, Tacoma CVB, Kitsap VCB, and other tourism entities to expand our media reach.

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

**In Exchange for the Services above**

Carol Zahorsky will be paid by the City of Gig Harbor \$130.00 an hour for the services described in Exhibit A Scope of Services, up to a maximum amount of \$1000.00 per month, not to exceed \$12,000.

Carol Zahorsky will submit monthly invoices for processing by the City of Gig Harbor for the services performed.

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

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

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Tacoma-Regional Convention and Visitor Bureau, a Washington corporation, 1119 Pacific Avenue, 5<sup>th</sup> floor, Tacoma, WA 98402, (hereinafter the "Convention and Visitor Bureau"), for tourism promotion activities as described in this agreement.

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

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

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

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Ten Thousand Dollars (\$10,000.00) in funding to the Convention and Visitor Bureau for the purposes authorized by statute and as further described in the City of Gig Harbor 2008 budget; and

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

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

**Section 1. Scope of Activities.** The City shall provide Ten Thousand Dollars (\$10,000.00) in funding to the Convention and Visitor Bureau to perform the following activities and no others:

- A. Promotion and Marketing- The Convention and Visitor Bureau Staff will market Gig Harbor and include Gig Harbor as part of the following aspects of the Convention and Visitors Bureau; website, newsletter and Travel Tacoma Visitors Guide 2008.
- B. Web Presence – The Convention and Visitor Bureau staff will provide Gig Harbor focused visitor information and links from [www.traveltacoma.com](http://www.traveltacoma.com) and maintain a current Events Listing for Gig Harbor on the Convention and Visitor Bureau Website.

- C. New Projects- The Convention and Visitor Bureau Staff will provide Gig Harbor the opportunity to participate in new projects as they come available and as agreed upon with the Gig Harbor Marketing Director, including by not limited to Scenic Byway, tour and travel operator fairs and Tall Ships events. These projects may require additional funding.
- D. Results- The Convention and Visitor Bureau Staff will produce a annual report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee meetings.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3. Distribution and Payment.** The total funding provided by the City to the Convention and Visitor Bureau under this Agreement shall not exceed Ten Thousand Dollars (\$10,000.00) and will be paid quarterly upon receipt of invoice and activities report from the Convention and Visitors Bureau. The Convention and Visitors Bureau shall expend the funds prior to December 31, 2008. Any funds not spent by December 31, 2008 shall be promptly returned to the City.

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

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

**Section 6. Reporting.** The Convention and Visitor Bureau agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2009.

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

**Section 8. Legal Relations.** Neither the Convention and Visitor Bureau, nor any employee, officer, official or volunteer of the Convention and Visitor Bureau shall be deemed to be

an independent contractor, employee or volunteer of the City. No liability shall attach to the Convention and Visitor Bureau or the City by reason of entering into this Agreement except as expressly provided herein.

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

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

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

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

DATED this 14th day of January, 2008.

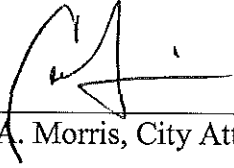
**THE CITY OF GIG HARBOR**

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

ATTEST:

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

APPROVED AS TO FORM:



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

THE TACOMA ~~PIERCE COUNTY~~ *Regional*  
CONVENTION AND VISITOR BUREAU

By *Jennifer Johnson*  
Its *Interim Manager*

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

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Kitsap Peninsula Visitor and Convention Bureau, a Washington corporation, PO Box 270, 32220 Rainier Ave. NE, Port Gamble, WA 98364, (hereinafter the "Visitor and Convention Bureau"), for tourism promotion activities as described in this agreement.

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

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

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

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Seven Thousand Dollars (\$7,000.00) in funding to the Visitor and Convention Bureau for the purposes authorized by statute and as further described in the City of Gig Harbor 2008 budget; and

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

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

**Section 1. Scope of Activities.** The City shall provide Seven Thousand Dollars (\$7,000.00) in funding to the Visitor and Convention Bureau to perform the following activities and no others:

- A. Meeting Marketing and Direct Sales – The Visitor and Convention Bureau Staff will market and sell Gig Harbor to professional meeting planners through out the year through inclusion in the Kitsap Travel Planner Guide and Kitsap Visitor Guide.
- B. Promotion and Marketing- The Visitor and Convention Bureau Staff will market Gig Harbor in all of their promotional opportunities and include Gig Harbor as part of all aspects of the Kitsap Visitor and Convention Bureau including website, newsletter and media and press contacts.



- C. Web Presence – The Visitor and Convention Bureau Staff will provide Gig Harbor focused visitor information and links from [www.visitkitsap.com](http://www.visitkitsap.com).
- D. Public Relations – The Visitor and Convention Bureau Staff will serve as a support contact for consumer and trade media seeking information about Gig Harbor.
- E. New Projects- The Visitor and Convention Bureau Staff will include Gig Harbor in new projects as they come available and as agreed upon with the Gig Harbor Marketing Director.
- F. Results- The Visitor and Convention Bureau Staff will produce a quarterly report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee quarterly meetings.

**Section 2.** **Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3.** **Distribution and Payment.** The total funding provided by the City to the Visitor and Convention Bureau under this Agreement shall not exceed Seven Thousand Dollars (\$7,000.00) and will be paid quarterly upon receipt of invoice and activities report from the Visitor and Convention Bureau. The Visitor and Convention Bureau shall expend the funds prior to December 31, 2008. Any funds not spent by December 31, 2008 shall be promptly returned to the City.

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

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

**Section 6.** **Reporting.** The Visitor and Convention Bureau agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2009.

**Section 7.** **Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that the Visitor and Convention Bureau has failed to expend the hotel-motel tax funds in accordance with state law and this Agreement, the City reserves the right

to commence an action against the Visitor and Convention Bureau to recover said funds, in addition to all of the City's other available remedies at law.

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

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

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

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

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

DATED this 14th day of January, 2008.

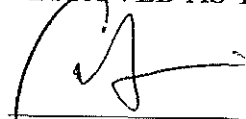
**THE CITY OF GIG HARBOR**

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

ATTEST:

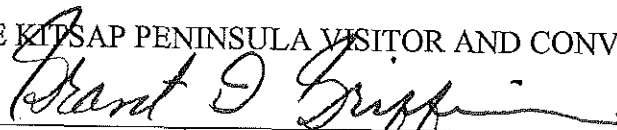
\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

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

THE KITSAP PENINSULA VISITOR AND CONVENTION BUREAU

By

  
Its EXECUTIVE DIRECTOR



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

**Subject:** Robinson, Noble & Saltbush Consultants Contract - Phase II on Donkey Creek Triangle Parcel.

**Proposed Council Action:** Authorize the Mayor on behalf of Council to approve the Consultants Agreement for a Phase II Environmental Site Assessment on the Donkey Creek Triangle Parcel.

**Dept. Origin:** Administration

**Prepared by:** Lita Dawn Stanton  
Special Projects

**For Agenda of:** January 28, 2008

**Exhibits:** Consultants 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:** \_\_\_\_\_

Expenditure		Amount		Appropriation	
Required	\$2,400	Budgeted	\$2,400	Required	0

**INFORMATION / BACKGROUND**

As part of the Purchase and Sales Agreement with the Gig Harbor Peninsula Historical Society, the City initiated a Phase I Environmental Site Assessment for the Triangle parcel at Donkey Creek. Consultants for that work (Robinson, Noble & Saltbush) identified several recognized environmental conditions on the subject property. They have recommended a Phase II Environmental Assessment for two sample testings.

**FISCAL CONSIDERATION**

This expenditure will come from the Parks Development Fund for Professional Services.

**BOARD OR COMMITTEE RECOMMENDATION**

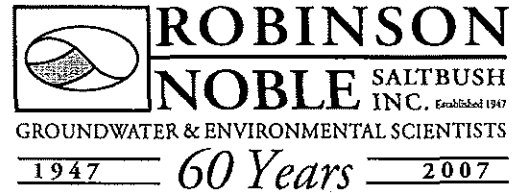
none

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor on behalf of Council Robinson, Noble & Saltbush Phase II Environmental Site Assessment on the Triangle parcel at Donkey Creek not to exceed \$2,400.00

EXHIBIT A

January 24, 2008



Lita Dawn Stanton  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington

Re: Donkey Creek Triangle Parcel Limited Phase II Site Assessment

Dear Ms. Stanton:

Robinson, Noble & Saltbush is pleased to present this proposal and fee estimate to complete the limited Phase II Assessment activities discussed in our meeting of January 23, 2008. These activities are designed to address the questions regarding the presence or absence of arsenic and lead contamination resulting from the former ASARCO Tacoma Smelter and the presence or absence of petroleum hydrocarbon contamination from possible spillage in or near a former storage shed.

In order to address these concerns we will collect a series of soil samples and submit them to an accredited laboratory for analysis. Three locations in the undisturbed area of the property will be sampled for arsenic and lead analysis. Two samples (one from 0-6 inches in depth and one from 6-12 inches in depth) will be collected and submitted for arsenic and lead analysis.

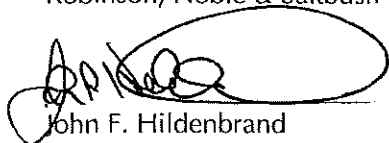
Two samples will be collected from the area of the former shed. These samples will be collected from a single location at depths of 0-6 inches below the top soil layer and 6-12 inches below the top soil layer. These samples will be analyzed for oil-range petroleum hydrocarbons.

Upon receipt of laboratory data, a letter report documenting field activities, and presenting the project's findings and conclusions will be prepared and submitted.

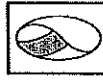
The attached project estimate outlines the anticipated cost of the project including a 10% contingency. Since there is some variability associated with the estimated time the project will take, the costs were calculated on a worst-case, not-to-exceed basis. The estimated cost of the project is \$2,400.

We appreciate this opportunity to be of service. If you have any questions please do not hesitate to contact us.

Very truly yours  
Robinson, Noble & Saltbush



John F. Hildenbrand  
Associate Environmental Scientist  
Environmental Services Manager



**ROBINSON**

**NOBLE** SALT BUSH  
INC. ESTABLISHED 1947

GROUNDWATER & ENVIRONMENTAL SCIENTISTS

1947 60 Years 2007

**Project Estimate**

City of Gig Harbor

Donkey Creek Triangle Parcel Limited Phase II Assessment Ph:(253)475-7711 • Fax: (253)472-5846

24-Jan-08

**Estimated Labor Costs**

Task	Total Estimated Hours	Estimated Labor Cost
TASK 1: Planning and Setup	4.5	\$546.00
TASK 2: Field Efforts	4.5	\$391.50
TASK 3: Report	10.0	\$942.00
TASK 4:	0.0	
TASK 5:	0.0	
TASK 6:	0.0	
TASK 7:	0.0	
TASK 8:	0.0	
Labor Totals	19	\$1,879.50

**Estimated Direct Costs**

General Office Supplies	--	\$30.00
Insurance Fees / Miscellaneous Costs	--	\$0.00
Travel Mileage	\$0.58	
Direct Cost Subtotal		\$30.00
Handling Fee		\$1.50
Total Direct Costs		\$31.50

**Estimated Subcontracted Costs**

Arsenic and Lead in Soil	\$50.00	6	\$300.00
Diesel and/or Oil TPH	\$65.00	2	\$130.00
Subcontracted Costs Subtotal			\$430.00
Handling Fee			\$64.50
Total Subcontracted Costs			\$494.50
Total Estimated Project Costs			\$2,405.50

See Attached Fee Schedule

**General Fee Schedule  
October 1, 2007**

**Exhibit B**

<b>Professional Position</b>	<b>Typical Duties</b>	<b>Fee Per Hour</b>
<b>Principal Hydrogeologist/ Environmental Scientist</b>	Service requiring the scientific expertise of company principals. Includes top-level project review and control, client liaison, and hydrogeologic analysis.	\$99 - \$156
<b>Senior Associate</b>	Senior Associate-level project management, client liaison, field services, project analysis, and report writing.	\$99 - \$136
<b>Associate Hydrogeologist/ Environmental Scientist</b>	Associate-level project management, client liaison, field services, project analysis, and report writing.	\$99 - \$114
<b>Senior Hydrogeologist/ Environmental Scientist</b>	Senior-level project management, client liaison, field services, data interpretation and analysis, and report writing.	\$87 - \$114
<b>Project Hydrogeologist/ Environmental Scientist</b>	Field services; data collection, reduction, interpretation and analysis; and report writing.	\$87 - \$99
<b>Draftsperson/Technician</b>	Technical illustration/CADD, production layout, technical aide.	\$70 - \$80

<b>Service Category</b>	<b>Typical Duties</b>	<b>Fee Per Hour</b>
<b>Legal Support/Testimony</b>	Expert witness services.	150% of above rates
<b>Administrative Services</b>	Contracts, technical specifications, administrative tasks, grammatical editing.	\$58 - \$72
<b>Typist/Clerical Support</b>	Word processing, report preparation or reproduction, general office tasks	\$52 - \$72
<b>Subcontracts/Management Fee</b>	Professional Services Outside Laboratory Services Construction Subcontracts	Negotiated 15% 15%
<b>Other Costs</b>	Travel (Auto) Travel (Other) Direct Other Expenses	\$0.58/mile Cost + 5% Cost + 5%
	Equipment Rental	See following page

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Hydrogeologic Equipment Rental Schedule  
October 1, 2007**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
<b>Water Level Transducer and Data Logger</b>	First five days	\$80
	Each day thereafter	\$27.50
<b>Field Laptop Computer</b>	Per day	\$30
<b>Electric Water Level Sounder(s)</b>	0 to 300 ft	Flat fee per project \$30
	over 300 ft	Flat fee per project \$55
<b>DC Submersible Purge Pump</b>	Per pump	\$80
<b>Double-Ring Infiltrometer</b>	Per day	\$50
<b>Schonstedt Gradient Magnetometer</b>	Per day	\$75
<b>Geonics EM-61 Metal Detector</b>	Per day	\$500
<b>Downhole Gamma/Resistivity/Temperature Logging Equipment (includes Draw Works)</b>	Per day	\$1,100
<b>Downhole Analog Caliper Logging Equipment</b>	Per well	\$100
<b>Draw Works</b>	Per well	\$525
<b>Mechanical Sieve Sample Equipment</b>	Flat fee per well	\$25
<b>2-inch Gasoline-powered Centrifugal Pump (includes hoses)</b>	Per day	\$55
<b>2-inch Submersible Pump + Controller</b>	Per day	\$180
<b>Generator</b>	Per day	\$70
<b>Survey Gear (laser level &amp; rod)</b>	Per day	\$85
<b>Stream Gaging</b>	Per day	\$75
<b>GPS</b>	Per day	\$22.50
<b>Other Equipment</b>	Negotiated	Negotiated

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.



**Environmental Equipment Rental and Consumable Schedule  
October 1, 2007**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water level transducer and data logger	Per day	\$100
Field Laptop Computer	Per day	\$50
Electronic Water Level Sounder	Per day	\$25
Electronic Interface Probe	Per day	\$75
DC Submersible Purge Pump	Per pump	\$80 first pump, \$40 each additional pump
DC-operated Peristaltic Pump	Per day	\$40
2-inch Gasoline-powered Centrifugal Pump	Per day	\$100
2-inch Submersible Pump + Controller	Per day	\$350
Generator	Per day	\$60
Photoionization Detector	Per day	\$75
Combustible Gas Indicator	Per day	\$65
Water Quality Meter	Per meter per day	\$200
Teflon Water Bailer	Per day	\$30
Soil Sampling Equipment (manual)	Per day	\$25
Soil Sampling Equipment (power)	Per day	\$40
Mechanical Sieve Sample Equipment	Flat fee per project	\$25
Survey Gear (laser level & rod)	Per day	\$80
Soil Vapor Extraction System	Per Month	\$750
Atmospheric Condition Monitoring Unit	Per day	\$50
Other Equipment	Negotiated	Negotiated
<b><u>Consumable Items:</u></b>		
Polyethylene Purge/Sampling Tubing	Each 10 feet	\$2.50
Silicone Peristaltic Pump Head Tubing	Each foot	\$4.00
Water Sample Bailer	Each	\$10
Bailer Rope/String	Each 10 feet	\$1.00
Personal Protection Equipment	Per day per person	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ROBINSON, NOBLE & SALTBUSH, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robinson, Noble & Saltbush, Inc., a corporation organized under the laws of the State of Washington located and doing business at Tacoma, Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in environmental services 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 December 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 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 not to exceed two thousand four hundred dollars. (\$2,400.00) 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 – Schedule of Rates and Estimated Hours**. 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 January 11, 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 reasonable attorneys' fees to the extent arising out of or in connection with the Consultant's performance of services under this Agreement. 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.

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:  
Robinson, Noble & Saltbush, Inc.  
ATTN: John Hildenbrand  
3011 S. Huson St, Suite A  
Tacoma, WA, 98409  
(253) 475-7711

City of Gig Harbor  
ATTN:

3510 Grandview Street  
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. Entire Agreement**

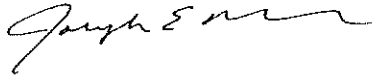
The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering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



IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CONSULTANT

CITY OF GIG HARBOR



By: \_\_\_\_\_  
Its Principal

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

Notices to be sent to:  
Robinson, Noble & Saltbush, Inc.  
ATTN: John Hildenbrand  
3011 S. Huson St, Suite A  
Tacoma, WA 98409  
(253) 475-7711

City of Gig Harbor  
ATTN:  
  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

APPROVED AS TO FORM:

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

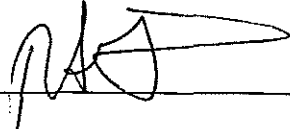
ATTEST:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PSETER )

I certify that I know or have satisfactory evidence that JOSEFA BECKER 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 PRESIDENT of POSSON, NORRIS & SAUBUSIT, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

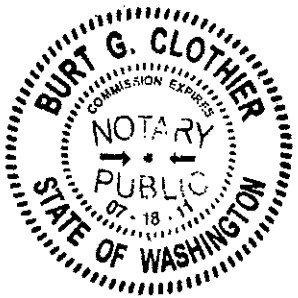
Dated: 1-24-08

  
\_\_\_\_\_  
BURT G. CLOTHIER  
(print or type name)

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

TACOMA, WA.

My Commission expires: 7-18-11



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: \_\_\_\_\_



Business of the City Council
City of Gig Harbor, WA

Subject: Austin Estuary Park Conceptual Landscape Design

Proposed Council Action: Authorize the award and execution of the Consultant Services Contract with Grette Associates, LLC for the Austin Estuary Park Conceptual Landscape Design in the amount not to exceed Three Thousand Eight Hundred Ninety-Six Dollars (\$3,896.00).

Dept. Origin: Public Works

Prepared by: David Brereton (signature) Interim Public Works Director

For Agenda of: January 28, 2008

Exhibits: Consultant Services Contract

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director: (signature) 1/24/08
Approved by Department Head: (signature) 1/23/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$3,896.00, \$3,896.00, 0.

INFORMATION / BACKGROUND

Identified in the 2008 budget is to develop a master plan for Austin Estuary Park. The park is primarily wetland with natural vegetation including invasive species. The plan will include identifying existing plants, designing a landscape utilizing native vegetation, maintaining views and educational opportunities.

FISCAL CONSIDERATION

This work is within the \$50,000 budget that was anticipated in the adopted 2008 Budget, identified under Parks Development Budget Objective No. 7.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the Consultant Services Contract with Grette Associates, LLC for the Austin Estuary Park Conceptual Landscape Design in the amount not to exceed Three Thousand Eight Hundred Ninety-Six Dollars (\$3,896.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GRETT ASSOCIATES, LLC**

---

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grette Associates, LLC, a corporation organized under the laws of the State of Washington located and doing business at 2102 North 30<sup>th</sup> Street, Tacoma, WA 98403 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in Austin Estuary Park Conceptual Landscape 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 January 3, 2008, 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 Three Thousand Eight Hundred Ninety-Six Dollars and No Cents (\$3,896.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 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 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:  
Grette Associates, LLC  
ATTN: Matthew Boyle  
Principal Biologist  
2102 North 30<sup>th</sup> Street  
Tacoma, WA 98403  
(253) 573-9300

City of Gig Harbor  
ATTN: David Brereton  
Interim Public Works Director  
3510 Grandview Street  
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. 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 22 day of January, 2008.

CONSULTANT  
By: Matthew Boyle  
Its Principal

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

Notices to be sent to:  
CONSULTANT:  
Grette Associates, LLC  
ATTN: Matthew Boyle  
Principal Biologist  
2102 North 30<sup>th</sup> Street  
Tacoma, WA 98403  
(253) 573-9300

City of Gig Harbor  
ATTN: David Brereton  
Interim Public Works Director  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

APPROVED AS TO FORM:

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

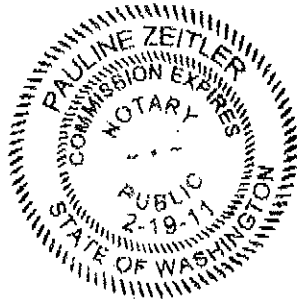
ATTEST:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

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

Dated: January 22, 2008



Pauline Zeitler  
Pauline Zeitler  
(print or type name)

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

Puyallup

My Commission expires: 2-19-2011

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"**

**DESCRIPTION OF WORK:**

**Task 100 – Austin Estuary Park Conceptual Landscape Design**

Grette Associates will prepare a conceptual landscape design for the Scofield (Austin) Estuary Park. A site visit will be conducted in order to evaluate the site and identify restoration assets and opportunities. GPS will be utilized to map the site and any major existing landscape features. Landscape design will utilize native vegetation. The design will also take in consideration public use, access, maintaining views, and education opportunities. This Task includes meeting with City staff and coordination with City Public Works and City Parks staff and volunteers.

An estimated budget for Task 100 is as follows:

<b>Staff</b>	<b>Rate</b>	<b>Units</b>	<b>Total</b>
Biologist I	40.00	80	3200.00
Principal Biologist	150.00	2	300.00
Mileage (5 Trips)	0.50	150	75.00
Supplies	108.00	05	54.00
GPS	200.00	1	200.00
Administrative	67.00	1	67.00
<b>TOTAL TASK 100</b>			<b>3896.00</b>



250.004 Austin Estuary Park  
1/3/2008

- TIME AND EXPENSE
- FIXED FEE
- RETAINER\*

Estimated Amount: \$ 3896.00  
Fee Amount:  
Retainer Amount

**CLIENT AUTHORIZATION:**

The undersigned authorizes the above requested services and agrees to pay for these services within 30 days of receiving the invoice. In consideration of Consultant's agreement to perform the services set forth above, Client and Consultant agree to limit the liability of Consultant to Client, and to all other persons or entities, arising from professional acts, errors, or omissions of Consultant, and for liability arising out of or relating to this contract, such that the total aggregate liability of Consultant, including attorneys fees awarded pursuant to this Agreement, that all those named shall not exceed \$50,000 or the total fee of Consultant for the services rendered under this agreement, whichever is greater.

**Client Name** City of Gig Harbor **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_  
David Brereton, Interim Public Works Director

**Grette Associates** \_\_\_\_\_ **Date** 1/3/2008

**Matthew Boyle, Principal Biologist**  
GRETTIE ASSOCIATES, LLC

Cc: Accounting



Business of the City Council
City of Gig Harbor, WA

Subject: On-Shore Sewer Outfall Project
Consultant Services Contract

Proposed Council Action: Approve the
award and execution of the contract for
Advanced Industrial Automation Corporation
for the not-to-exceed amount of \$10,899.60.

Dept. Origin: Engineering Division

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

For Agenda of: January 28, 2008

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 1/24/08

Approved as to form by City Atty:

Approved by Finance Director: [Signature] 1/24/08

Approved by Department Head: [Signature] 1/24/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a final value 0.

INFORMATION / BACKGROUND

A component of the on-shore sewer project provides for the installation of a fiber optic communication line from the pump station to the Wastewater Treatment Plant.

FISCAL CONSIDERATION

The engineering design services are within the allocated budget of \$1,750,000 for the Wastewater Treatment Plant.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Authorize Council and the Mayor to authorize the contract with Advanced Industrial Automation Corporation for the on-shore sewer outfall engineering design services in the amount not-to-exceed Ten Thousand Eight Hundred Ninety-Nine Dollars and Sixty Cents (\$10,899.60).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ADVANCED INDUSTRIAL AUTOMATION CORPORATION**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Advanced Industrial Automation Corporation, a corporation organized under the laws of the State of Washington located and doing business at 6855 176<sup>th</sup> Ave. NE., Ste.235, Redmond, Washington 98052-5243 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in On-Shore Sewer Outfall Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 21, 2008, 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 Estimated Hours and Fees**, 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 Ten Thousand Eight Hundred Ninety-Nine Dollars and Sixty Cents (\$10,899.60) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work and Estimated Hours and Fees**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 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 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:  
Advanced Industrial Automation Corporation  
Attn: Jon Mathison, P.E.  
6855 176<sup>th</sup> Ave. NE, Ste. 235  
Redmond, WA 98052  
425-836-3386  
FAX 425-642-8282

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597



## 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 \_\_\_\_\_, 2008.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

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

Notices to be sent to:  
CONSULTANT:  
Advanced Industrial Automation Corporation  
Attn: Jon Mathison, P.E.  
6855 176<sup>th</sup> Ave. NE, Ste. 235  
Redmond, WA 98052  
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City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

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/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

Exhibit A  
Scope of Work and Estimated Hours  
and Fees



Advanced Industrial Automation Corp  
6855 176th Avenue NE  
Suite 235  
Redmond WA 98052-5243

# Estimate

Date	Estimate No.
1/21/2008	84

Name/Address

Steve Misiurak  
Waste Water Treatment Plant Supervisor  
Public Works Department  
3510 Grandview Street  
Gig Harbor, WA 98335

Description	Qty	Project	
		Rate	Total
<b>Outfall Replacement Communications</b>			
Review of existing documentation.	2	110.00	220.00T
Site investigations. Review of existing situation. Discussions with stakeholders.	8	110.00	880.00
Coordination with Owner representative, design team, equipment manufacturers, and suppliers.	4	110.00	440.00T
Drawing Development. Tentatively, there are (3) drawings total, subject to change. These drawings include the following: E1. Detailed site plans and the cable terminations at Pumpstation 2A. E2. Detailed site plans and the cable terminations at the waste water treatment plant. E3. Drawings detailing the route with cable vault typical.	48	110.00	5,280.00T
AutoCAD drafting services	24	70.00	1,680.00
Specification development (existing EarthTech specification will not be used). This shall be a conduit, innerduct, and cable specification. No overhead specifications shall be created.	6	110.00	660.00T
Construction cost estimate at final design.	2	110.00	220.00T
Submittals at 90%, and 100% design.	2	110.00	220.00T
Quality Control, Internal Technical Review (ITR), Quality review, multi-discipline review.	4	110.00	440.00
Respond to Owner and agency review comments.	4	110.00	440.00T
AutoCAD drafting services (revise for owner and agency review comments)	1	70.00	70.00
Bid Support	2	110.00	220.00T
Mileage allowance.	240	0.515	123.60
Tolls and travel expenses	2	3.00	6.00T
		<b>Subtotal</b>	
		<b>Sales Tax (0.0%)</b>	
I look forward to working with you.		<b>Total</b>	

Phone #	Fax #	E-mail	Web Site
425-836-3386	425-642-8282	jon@advancedia.com	www.advancedia.com



Advanced Industrial Automation

Advanced Industrial Automation Corp  
 6855 176th Avenue NE  
 Suite 235  
 Redmond WA 98052-5243

# Estimate

Date	Estimate No.
1/21/2008	84

**Name/Address**

Steve Misiurak  
 Waste Water Treatment Plant Supervisor  
 Public Works Department  
 3510 Grandview Street  
 Gig Harbor, WA 98335

		Project	
		Outfall Replacement Communications	
Description	Qty	Rate	Total
<p>Scope description: Provide professional engineering services for the Outfall Replacement Onshore portion. This includes providing plans and specifications for fiber optic cabling between Pumpstation 2A and the main wastewater treatment plant. Onsite investigations shall be made so that placement of cable vaults and routing into and out of each premises are accurately made. The treatment plant fiber will be connected to the new wastewater treatment plant PLC and will not connect to the existing PLC. Bid support is included in this package, though construction support is not. Services are detailed in this estimate.</p> <p>The city has elected to install 2" HDPE so they can access the cable at a later date. This estimate revises the costs to provide a cable and innerduct specification along with the addition of cable vaults on the drawings as well as further coordination with the city regarding locations.</p>			
		<b>Subtotal</b>	\$10,899.60
		<b>Sales Tax (0.0%)</b>	\$0.00
I look forward to working with you.		<b>Total</b>	<b>\$10,899.60</b>

Phone #	Fax #	E-mail	Web Site
425-836-3386	425-642-8282	jon@advancedia.com	www.advancedia.com

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 1/03/08

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20080430

CA-13

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	LA FAMILIA LOPEZ, INC.	EL PUEBLITO FAMILY MEXICAN RESTAURANT 3226 HARBORVIEW DR STE 7 GIG HARBOR WA 98332 2182	358890	SPIRITS/BR/WN REST LOUNGE +
2	NEW ALBERTSON'S, INC.	ALBERTSON'S NO. 406 11330 51ST AVE NW GIG HARBOR WA 98332 7890	083474	GROCERY STORE - BEER/WINE
3	GMAS 2 CORP.	HY IU HEE HEE 4309 BURNHAM DR GIG HARBOR WA 98335 0000	367497	SPIRITS/BR/WN REST LOUNGE -
4	OLYMPIC DRIVE MART, INC.	OLYMPIC DRIVE MART 5119 OLYMPIC DR NW GIG HARBOR WA 98335 1704	080805	GROCERY STORE - BEER/WINE



# Washington State Liquor Control Board

## Notice to Local Authorities Regarding Procedure for Objecting to Liquor License Renewal

The attached list of liquor-licensed premises in your jurisdiction will expire in approximately 90 days. The procedure for objecting to a license renewal is as follows:

- Fax or mail a letter detailing the reason(s) for your objection. **This letter must be received at least 30 days before the liquor license expires.**
- When your objection is received, our licensing staff will prepare a report for review by the Board. This report will include your letter of objection, a report from the Liquor Control Agent who covers the licensed premises, and a record of any past liquor violations. The board will then decide to either renew the liquor license, or to proceed with non-renewal.
- If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The non-renewal of a liquor license may be contested under the provision of the Administrative Procedure Act (as provided by RCW 66.08.150 and RCW 35.05). Accordingly, the licensee may request a hearing before an administrative law judge. If a hearing is requested, you will be notified and required to present evidence at the hearing to support your recommendation. The Administrative Law Judge will consider the evidence, and issue an Initial Order for the Board's review. The Board has final authority to renew the liquor license, and will subsequently enter a Final Order announcing its decision.
- If the Board decides to renew the license over your objection, you may also request a hearing, following the aforementioned procedure.
- You or the licensee may appeal the Final Order of the Board to the superior court for judicial review (under RCW 34.05).
- During the hearing and any subsequent appeal process, the licensee is issued a temporary operating permit for the liquor license until a final decision is made.

Please call (360) 664-1600 if you have any questions on this process. Thank you.

Sincerely,

Alan E Rathbun, Director  
Licensing and Regulation Division

Attachment







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

**Subject:** Resolution revising the City's water service area.

**Dept. Origin:** Public Works-Engineering

**Prepared by:** Jeff Langhelm, PE Senior Engineer *AL*

**For Agenda of:** January 28, 2008

**Exhibits:** Resolution and Exhibits

**Proposed Council Action:** Adopt the Resolution revising the City's water service area.

Initial & Date

**Concurred by Mayor:** *CLH 1/23/08*

**Approved by City Administrator:** *PK 1/23*

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** *DF 1/23/08*

**Approved by Department Head:** *Quel 1/23/08*

Expenditure	Amount	Appropriation
Required: \$0	Budgeted: \$0	Required: \$0

**INFORMATION / BACKGROUND**

Stroh's water system is the current water purveyor for two parcels located along Hunt Street near Soundview Drive; however, Stroh's cannot meet the City's required fire flow rates at this location (3200 block of Hunt Street). A proposed development encompasses these two parcels and a portion of one additional parcel to the west, which is served by the City of Gig Harbor water system. See attached Exhibit 'A' showing the existing water service areas and proposed development location.

A boundary line adjustment, recorded in September 2007, was performed to include both the condominium and townhomes on one parcel. City staff recommended that only one water purveyor serve the proposed development, as shown in Exhibit 'B', which is now one parcel. The Stroh's water system indicated a willingness to relinquish the right to provide water to this development in the attached November 21, 2006 letter to the City, Exhibit 'C'.

To verify a connection to the City's water system would be a viable alternative, the City requested the owner's engineer to review impacts to the City's water system if these parcels were to connect to the City's water system. The resulting impacts require improvements to the City's water system which include upsizing of the existing water main through the proposed development. These improvements will be recommended mitigation to be performed by the developer if development applications for these parcels are approved.

This revision to the City's water service area would be reflected in the pending update to the City's water system plan.

**FISCAL CONSIDERATION**

The capital facilities necessary to serve this area are already in place and will be upgraded as necessary by a private developer in order to provide sufficient water supply to this area.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION / MOTION**

**Move to:** Adopt the Resolution revising the City's water service area.

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,  
REVISING THE CITY'S WATER SERVICE AREA .**

**WHEREAS**, Top Grade Construction Services submitted a land use application in November 2006 to the City for the construction of a condominium and townhouse development on three separate parcels. The condominiums are proposed on a portion of a parcel which is in the City of Gig Harbor's water service area. The townhomes are proposed on two parcels located in Stroh's water service area; and

**WHEREAS**, a boundary line adjustment, recorded in September 2007, was performed to include both the condominium building and townhomes on one parcel; and

**WHEREAS**, City Staff recommends that the development be served by one water purveyor throughout the one parcel created by the boundary line adjustment; and

**WHEREAS**, the Stroh's water system cannot meet the City's required fire flow requirements at this location; and

**WHEREAS**, the Stroh's water system has indicated a willingness to relinquishment of the right to provide water to this project in a November 21, 2006 letter to the City of Gig Harbor; and

**WHEREAS**, the City's water comprehensive plan shows these existing boundaries for the water purveyors, but the City and Stroh's have not yet signed any water service agreements establishing the boundaries of their existing and future water service areas;

**WHEREAS**, the City requested the owner's engineer to review impacts to the City's water system if these two townhome parcels were to connect to the City's water system. The review resulted in no additional impacts with the installation of a looped water main through the proposed development. The City's engineers concur with this determination; and

**WHEREAS**, the City will be revising its water comprehensive plan during 2008, and the water service boundaries will be changed in accordance with this Resolution at that time; Now, Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:**

Section 1 The City of Gig Harbor amends the boundaries of its existing water service area to include the property commonly known as the Hunt Highlands development (3200 block of Hunt Street) which is legally described as:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF HUNT STREET AND THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M.; THENCE ON SAID WEST LINE N 02°22'58" E 630.77 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE ON SAID NORTH LINE S 88°42'30" E 331.61 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE ON SAID EAST LINE S 02°25'18" W 630.36 FEET TO THE NORTH LINE OF SAID HUNT STREET; THENCE ON SAID NORTH LINE N 88°46'53" W 331.19 FEET TO THE POINT OF BEGINNING.

ALSO:

ALL THAT PORTION OF LOT 1 OF PIERCE COUNTY LOT LINE ADJUSTMENT RECORDED APRIL 16, 1990 UNDER RECORDING NUMBER 9004160338 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 88°46'53" WEST ON THE SOUTH LINE OF SAID LOT 1 285.17 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 12°32'54" WEST 268.99 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT LYING S 88°41'51" E 508.94 FEET FROM THE NORTHEAST CORNER OF SAID LOT 1, BEING THE TERMINUS POINT OF THIS DESCRIPTION. ALL LYING IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

Section 2. The City Council directs the staff to present a draft water comprehensive plan amendment for consideration at the next comprehensive plan update showing the above revised boundary of the City's existing water service area.

RESOLVED this 28<sup>th</sup> day of January, 2008.

APPROVED:

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CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

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MOLLY M. TOWSLEE, CITY CLERK

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

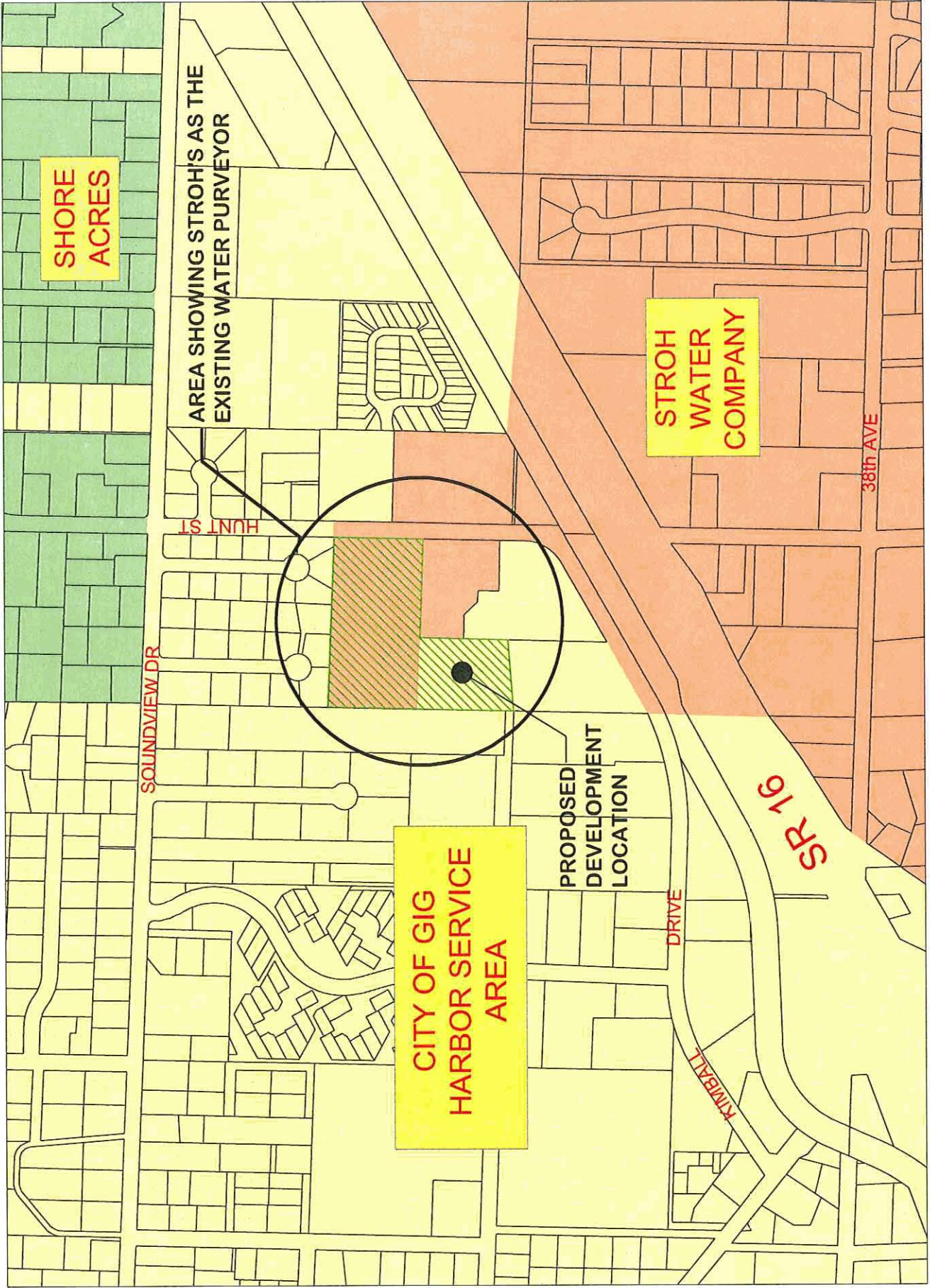


Exhibit A - Existing Water Service Areas

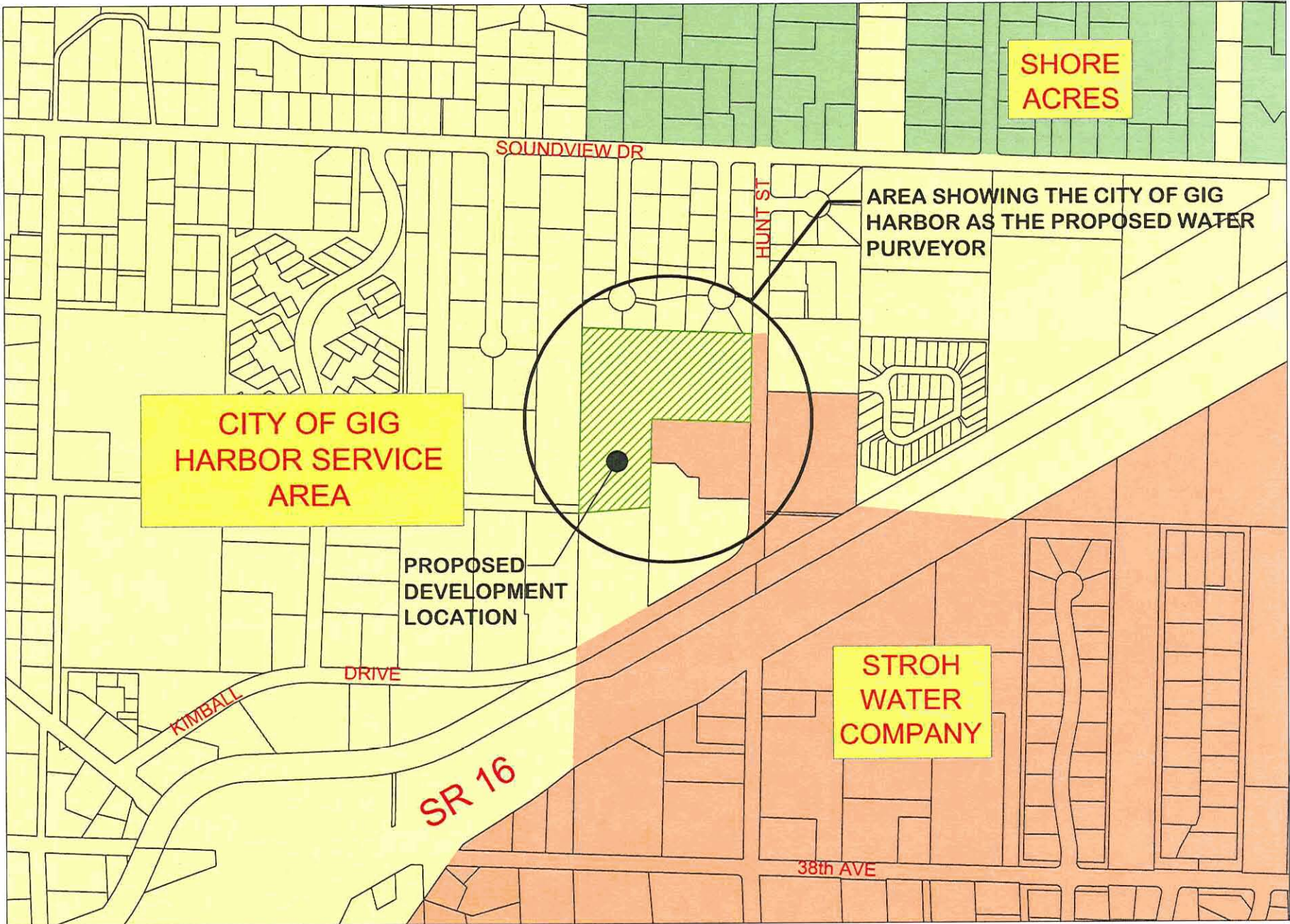


Exhibit B - Proposed Water Service Areas

EXHIBIT 'C'  
EN-06-0005

853-7597

11/27/2006 07:44 2538586109

PAGE 01

# Stroh's Water Company, Inc.

3408 Hunt St NW  
Gig Harbor, WA 98335

Phone (253) 858-2051  
Fax (253) 858-6109

November 21, 2006

To:  
Mike Paul and  
The City of Gig Harbor

Re: Hunt Highlands Development

To Whom It May Concern:

At this time Stroh's Water Co. does not have the ability to provide water service to the project known as Hunt Highlands Development located on Hunt St (parcels 0221083019 & 0221083040). Therefore, Stroh's Water Co. is willing to relinquish its rights to provide water service to this project.

We are working with DOH to approve our updated CIWSP, which we believe will provide additional system capacity. We expect approval sometime in 2007.

If you have any questions, please contact me.

Sincerely,

  
Kurt Rothenberg, Mgr.





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

**Subject:** Public Bid Opening and Award  
- Surplus City Property

**Proposed Council Action:** Bids will be opened at this Public Bid Opening. After bid opening, the City Council may decide to accept or reject bids and begin the process anew. In the alternative, the City Council may adopt new procedures for the sale of the property

**Dept. Origin:** Public Works Department

**Prepared by:** Dave Brereton, Interim Public Works Director *DB*

**For Agenda of:** January 28, 2008

**Exhibits:** Vicinity & Site Map(s),  
Purchase & Sale Agreement,  
Petition Correspondence

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Administrator:** *POK 1/24/08*

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** *DB 1/24/08*

Expenditure Required	Amount Budgeted	\$ 0	Appropriation Required	\$ 0
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**INFORMATION / BACKGROUND**

On December 17, 2007, the City announced its plans for holding a public hearing before City Council on January 28, 2008 for the sale of parcel no. 0221174081, located adjacent (southeast) to 5524 Soundview Drive. The property is zoned B-2 and is approximately 5,700 square feet. The property was appraised by Wick and Associates and the fair market value was determined at \$50,000.

A public notice was posted on the property, advertised in the Gateway and posted on the City's website. Marketing Director Lauren Lund also prepared a news release that was forwarded to the Gateway, News Tribune, Business Examiner and the Port Orchard Independent.

Two sealed bids were received. On Thursday morning, January 24<sup>th</sup>, one of the bidders formally withdrew their bid. Each bid should include the following information:

- 1) The bidder's offer to purchase the property under the conditions set forth,
- 2) The purchase price must be at least \$50,000, which has been determined by the fair market value of the property,
- 3) The bidder must sign the City's Purchase and Sale Agreement,
- 4) The purchaser shall receive a bargain and sale deed for the property,
- 5) The closing date must take place on or prior to June 30, 2008.

**FISCAL CONSIDERATION**

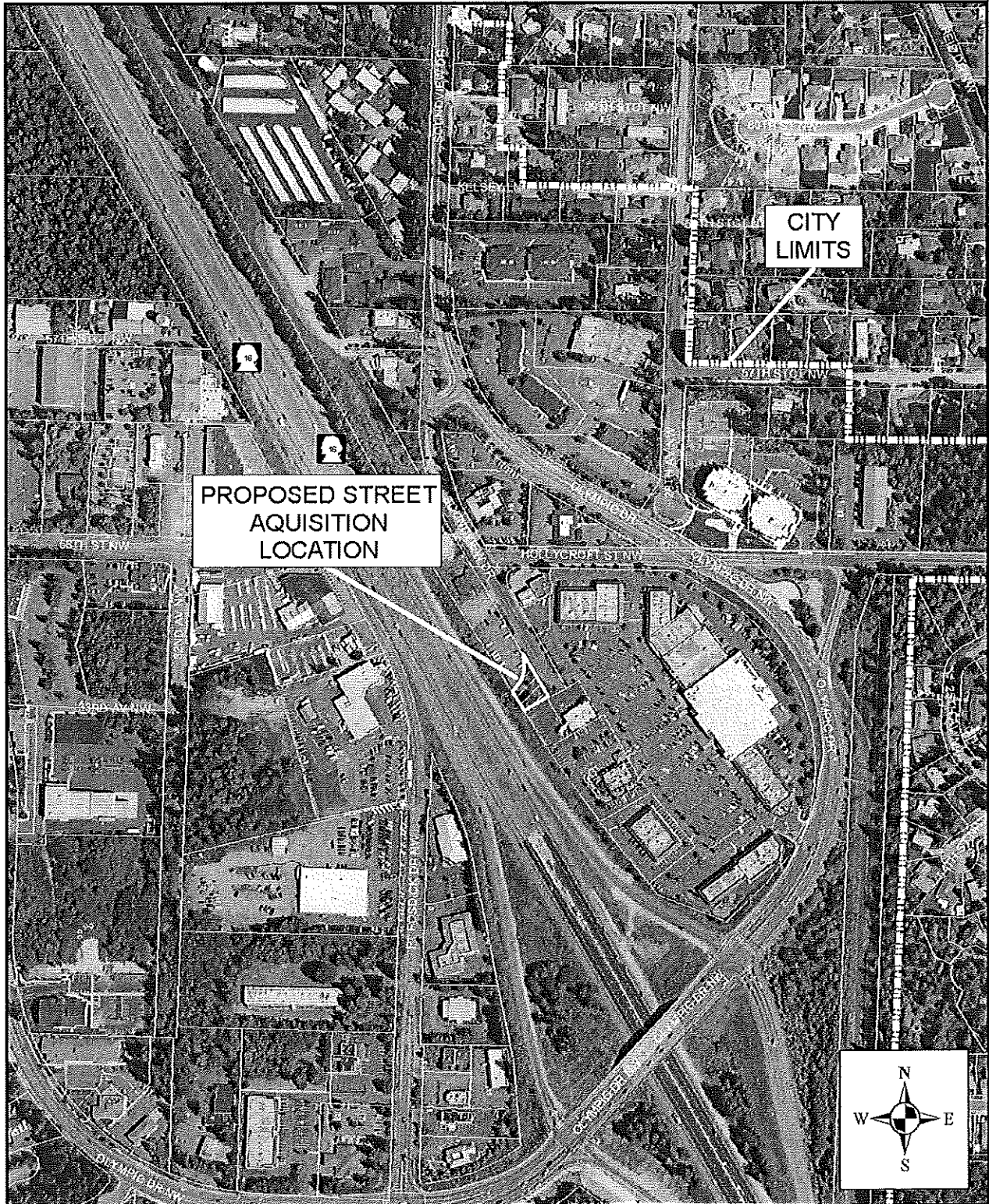
The minimum bid required is \$50,000. The proceeds of the sale of the property would go to the Roadway Maintenance Fund.

**BOARD OR COMMITTEE RECOMMENDATION**

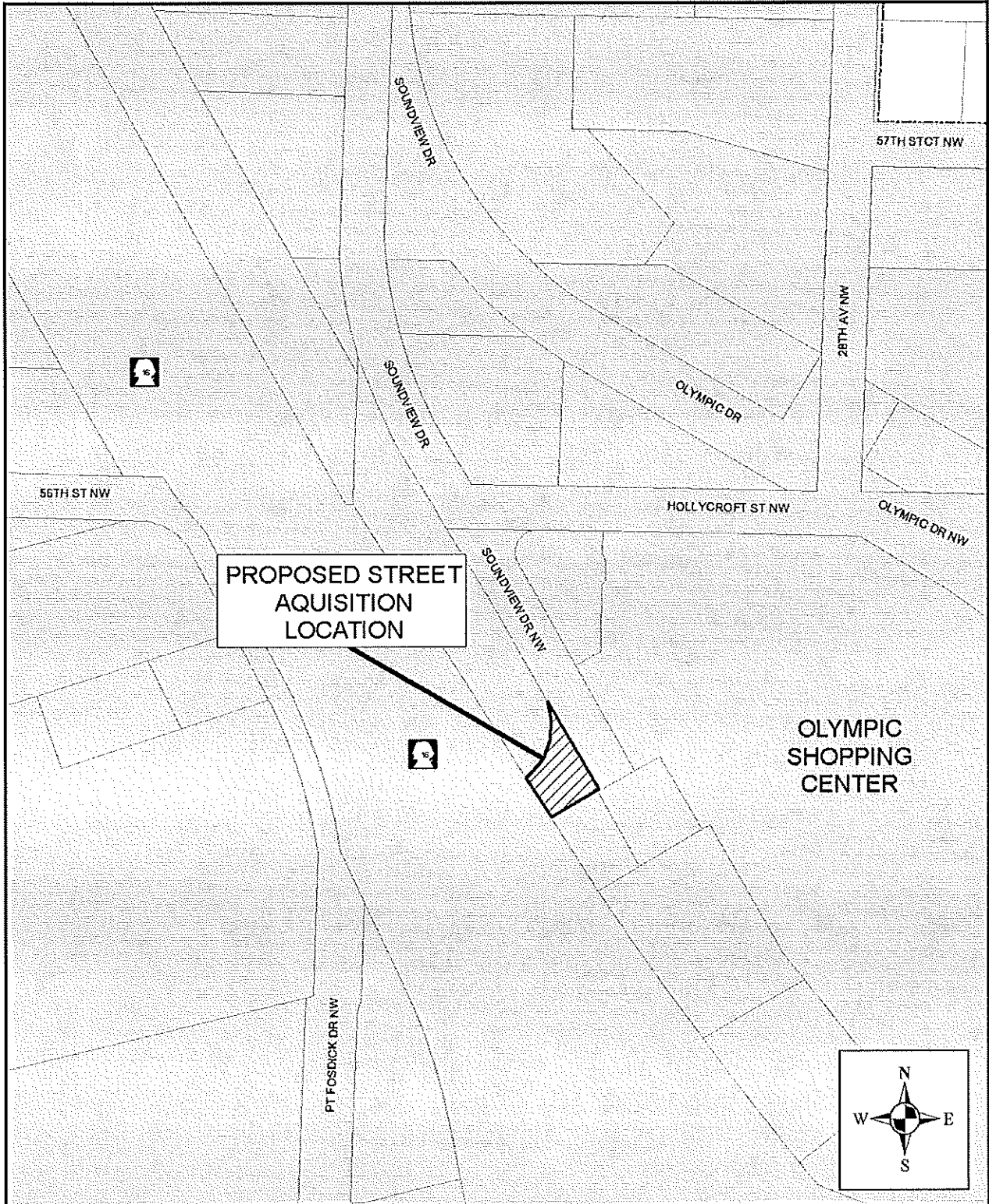
The City Attorney suggested that a competitive bidding process be employed in order to ensure that the City receive the fair market value of the property. On June 25, 2007, City Council directed staff to proceed with the competitive bidding process.

**RECOMMENDATION / MOTION**

**Move to:** Based upon the bid opening, Council may choose to accept or reject any and all bids.



RICHARDS STREET AQUISITION  
VICINITY MAP



RICHARDS STREET AQUISITION  
VICINITY MAP

# SUBJECT SITE PLAN

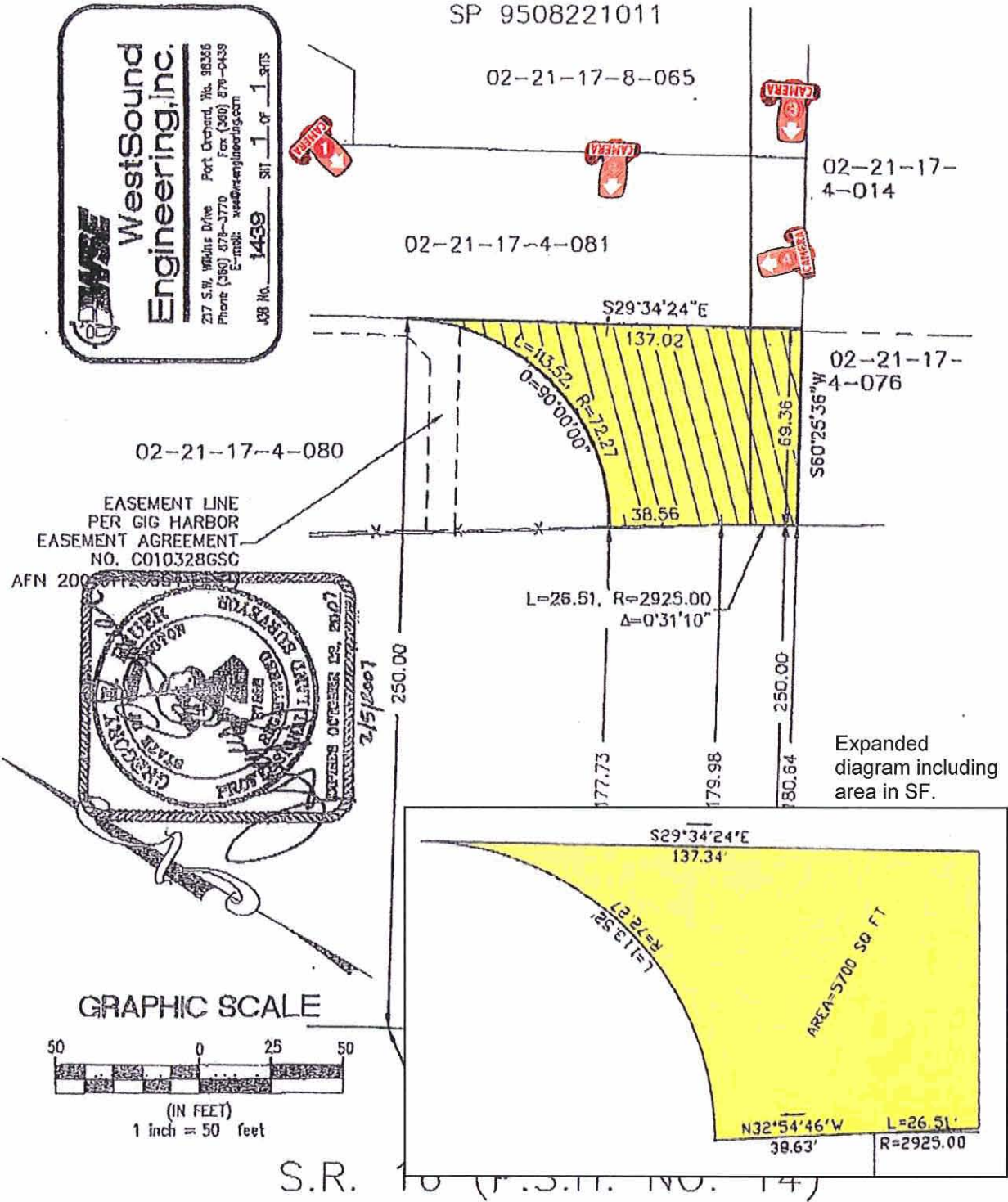
LOT 4  
SP 9508221011



WestSound  
Engineering, Inc.

217 S.W. Walden Drive Port Orchard, Wa. 98366  
Phone (360) 878-3770 Fax (360) 878-0439  
E-mail: west@westsoundeng.com

JOB No. 1439 SIT 1 of 1 SPTS



Before Area: 5,700 SF	After Area: None	Fee Take: 5,700 SF
Permanent Easement Take: None	Temporary Easement Take: None	

**PHOTOGRAPHS OF ALL PRINCIPAL IMPROVEMENTS AND/OR FEATURES AFFECTING VALUE**

Photos are numbered (1, 2, etc.) with camera location and direction of each photo shown on the Plot Plan that follows. The subject is approximated in the following pictures and shown within the yellow lines.



1. Looking south from Soundview Drive NW. The subject begins just beyond the green sign, and includes most of the grassy area.



2. A view looking west from the street.

Date Taken: November 7, 2007

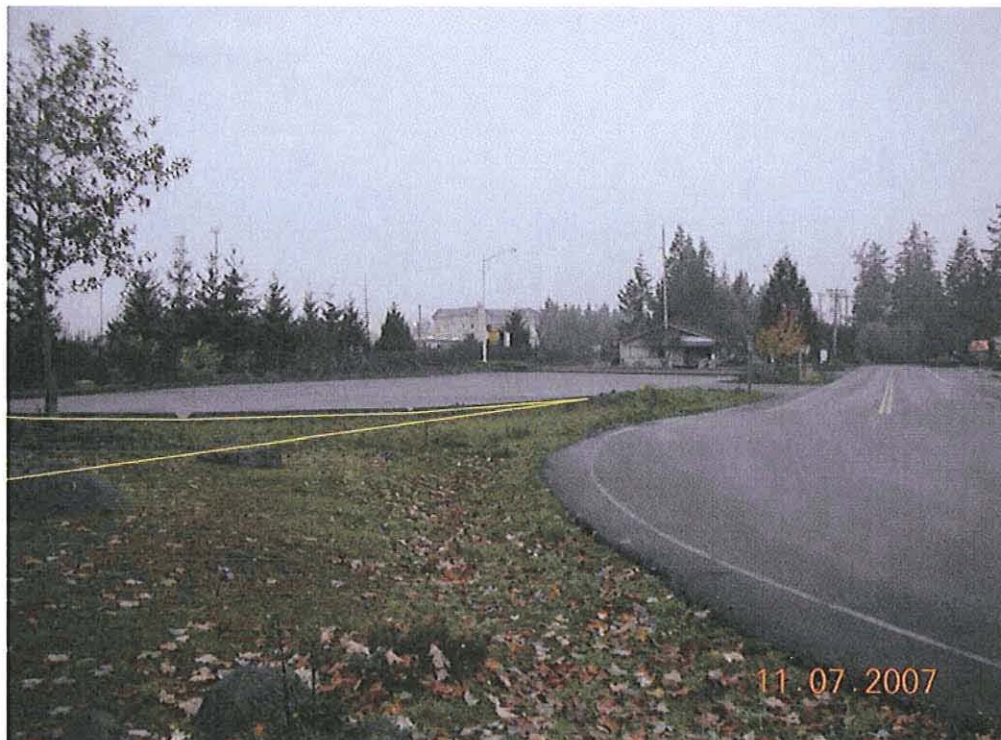
Taken By: Daniel K. Wick

**PHOTOGRAPHS OF ALL PRINCIPAL IMPROVEMENTS AND/OR FEATURES AFFECTING VALUE**

Photos are numbered (1, 2, etc.) with camera location and direction of each photo shown on the Plot Plan that follows.



3. A view looking west from the roadway that leads to the shopping mall parking lot.



4. A view looking northwest along Soundview Dr NW. The subject is on the left.

Date Taken: November 7, 2007

Taken By: Daniel K. Wick

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## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT hereinafter the "Agreement"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "Seller" or "City") and \_\_\_\_\_, a \_\_\_\_\_ organized under the State of \_\_\_\_\_, (hereinafter the "Purchaser");

WHEREAS, Seller is the owner of that certain real property located at \_\_\_\_\_, in Gig Harbor, Washington, more particularly described in Exhibit A, attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the Seller desires to sell the property upon the terms and conditions set forth herein; and

NOW, THEREFORE, for and in consideration of Ten Dollars and no cents (\$10.00), the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Purchase and Sale of the Property, Purchase Price and Manner of Payment for the Property.** Upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to purchase the Property described in Exhibit A, together with all improvements, appurtenances, rights, licenses, privileges, easements.

The total purchase price for the Property (the "Purchase Price") shall be \_\_\_\_\_ Dollars and No Cents (\$\_\_\_\_\_00.00). The Purchaser shall make an earnest money deposit of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) into escrow. The remaining balance shall be due on Closing. Any prorations as determined in Section 5 herein shall be reflected in the amount paid to the Seller at Closing.

2. **Closing of Property.**

2.1 **Closing Date for Property.** The Closing Date for the purchase and sale of the Property shall be held no later than \_\_\_\_\_ 200\_, in the office of the Escrow Agent. In the event that this sale cannot be closed by the date provided herein due to the unavailability of either party, the Escrow Agent, or financing institution to sign any necessary document, or to deposit any necessary money, because of the interruption of available transport, strikes, fire, flood, or extreme weather, governmental relations, incapacitating illness, acts of God, or other similar occurrences, the Closing Date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the Closing as provided herein without the written



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agreement of the parties. The Purchaser and the Seller may agree in writing to extend the Closing Date at any time.

2.2 **Deliveries at Closing.** At Closing, Seller shall convey to Purchaser fee simple title to the Property and all improvements thereon, by bargain and sale deed (the "Deed"), duly executed and in recordable form and insurable as such by Chicago Title Company, Tacoma, Washington, on an ALTA form B Owner's form of title insurance policy, or if Purchaser so desires and pays any additional premium, an ALTA Extended Policy (the "Title Policy"). Title to the Property shall be conveyed by Seller to Purchaser free of all liens, leases and encumbrances other than the Permitted Exceptions, as defined in Section 9 hereof: Seller shall deliver to Purchaser at Closing the following documents (all of which shall be duly executed and acknowledged where required and, unless otherwise agreed, deposited with the Escrow Agent): (a) the Deed; (b) the Title Policy, or the irrevocable commitment of the title insurer in writing to Purchaser to deliver same in a form satisfactory to Purchaser; (c) such other documents, if any, as maybe reasonably requested by the Purchaser to enable the Purchaser to consummate and close the transactions contemplated by this Agreement pursuant to the terms and provisions and subject to the limitations hereof.

3. **Possession and Use.** Possession of the Property shall be delivered by Seller to Purchaser at the Closing.

4. **Closing Costs Relating to the Property.** Title insurance premiums, loan fees and all other costs or expenses of escrow shall be paid as follows: (a) the full cost of securing the title insurance policy for Purchaser referred to herein shall be paid by the Purchaser; (b) the cost of recording the Deed to Purchaser shall be paid by the Purchaser; (c) the escrow fee will be paid ½ by the Seller and ½ by the Purchaser; (d) all other expenses shall be paid by the Purchaser. Encumbrances to be discharged by Seller to provide clear title or to correct any condition noted on a hazardous materials inspection report for the Property shall not be expenses of escrow.

5. **Prorations.** The following items shall be prorated between Purchaser and Seller as of midnight the day immediately preceding the Closing Date; such prorations favoring Purchaser shall be credited against the Purchase Price payable by Purchaser at Closing and such prorations favoring Seller shall be payable by Purchaser at Closing in addition to the cash portion of the Purchase Price payable by Purchaser at Closing:

5.1 Any applicable city, state and county ad valorem taxes for the calendar year of Closing based on the ad valorem tax bill for the Property, if then available, for such year, or if not, then on the basis of the ad valorem tax bill for the Property for the immediately preceding year. Taxes for all years prior to the calendar year of Closing shall be paid by Seller at or prior to Closing;

5.2 Utility charges, including water, telephone, cable television, garbage, storm drainage, sewer, electricity and gas, and maintenance charges, if any, for sewers. In conjunction with such prorations, Purchaser will notify, or cause to be notified, all utilities servicing the Property of the change of ownership and direct that all future billings be made to Seller (as Lessee under the Lease to be executed at the time of Closing) at the address of the Property, with no interruption of service. Purchaser shall use its best efforts to procure final meter readings for all utilities as of the Closing Date and to have such bills rendered directly to Seller. Any utility deposits previously paid by Seller shall remain the property of Seller, and to the extent necessary for Seller to receive such payments, Purchaser shall pay over such amounts to Seller at Closing and take assignment of such deposits;

5.3 Said prorations shall be based on the actual number of days in each month and twelve (12) months in each calendar year. Any post closing adjustment due either party shall be promptly made;

5.4 The parties shall reasonably agree on a final prorations schedule prior to Closing and shall deliver the same to Escrow Agent. Based in part on the prorations statement, Escrow Agent shall deliver to each party at the Closing a closing statement containing a summary of all funds, expenses and prorations passing through escrow.

6. **Seller's Covenants.**

6.1 **Right of Inspection.** At all times prior to Closing, Seller shall (a) permit Purchaser and such persons as Purchaser may designate to undertake such investigations and inspections of the Property (including, without limitation, physical invasive testing) as Purchaser may in good faith require to inform itself of the condition or operation of the Property and (b) provide Purchaser with complete access to Seller's files, books and records relating to the ownership and operation of the Property, including, without limitation, contracts, permits and licenses, zoning information, during regular business hours upon reasonable advance notice. Seller agrees to cooperate in connection with the foregoing and agrees that Purchaser, its agents, employees, representatives or contractors shall be provided promptly upon request such information as shall be reasonably necessary to examine the Property and the condition thereof:

6.2 **Encumbrances.** At no time prior to Closing shall Seller encumber the Property or any portion thereof with encumbrances, liens or other claims or rights (except such as may exist as of the date hereof) unless (a) such encumbrances are necessary and unavoidable, in the reasonable business judgment of Seller, for the conduct of Seller's use of the Property (which in no

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case shall include mortgages, deeds of trust or other voluntary security interests), (b) Seller discloses the same to Purchaser in writing and (c) Seller covenants to remove (and does remove) the same prior to Closing. Seller agrees to provide Purchaser evidence of lien releases in connection with any liens on the Property prior to the Closing Date.

6.3 Material Changes. Seller shall: (a) promptly notify Purchaser of the occurrence of any fact, circumstance, condition or event that would cause any of the representations made by Seller in this Agreement no longer to be true or accurate and (b) deliver to Purchaser any notices of violation of law received by Seller prior to Closing.

6.4 Additional Improvements. Seller shall not enter into any agreements regarding additional improvements to be made to the Property following the Effective Date and prior to Closing, without the prior approval from Purchaser.

6.5 Compliance with Applicable Law. Seller agrees that it will not permit or cause, as a result of any intentional or unintentional act or omission on the Seller's part, or on the part of any agent of the Seller, or any third party, any release or further release of Hazardous Substances on the Property.

6.6. No Assessments. No assessments have been made against the Property that are unpaid, whether or not they have become liens.

6.7. Boundary Lines of Property. To the best of Seller's knowledge, the improvements on the Property are located entirely within the boundary lines of the Property, and to the best of Seller's knowledge there are no disputes concerning the location of the lines and corners of the Property.

6.8 Litigation. Seller has no actual knowledge of any, and there is no actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Properties or against the Properties. There are no outstanding claims on Seller's insurance policies, which relate to the Property. Seller has not received any notice of any claim of noncompliance with any laws, from any governmental body or any agency, or subdivision thereof bearing on the construction of the Improvements, the landscaping or the operation, ownership or use of the Property.

6.9 Authorization. Seller has the full right and authority to enter into this Agreement and consummate the sale, transfers and assignments contemplated herein; and each of the persons signing this Agreement and any

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other document or instrument contemplated hereby on behalf of Seller is authorized to do so. All of the documents executed by Seller which are to be delivered to Purchaser at Closing are and at the time of Closing will be duly authorized, executed, and delivered by Seller, are and at the time of Closing will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

6.10 Liens. All expenses in connection with the construction of the Property and any reconstruction and repair of the Property have been fully paid, such that there is no possibility of any mechanics' or materialmen's liens being asserted or filed in the future against the Property in respect of activities undertaken prior to Closing.

6.11 Defects. Seller has not failed to disclose in full any physical defect or condition of disrepair whether concealed or visible, with respect to the Property of which Seller has knowledge.

6.12 True and Accurate Representations. No representation or warranty of Seller included in this Agreement contains or at Closing will contain an untrue statement of material fact, or omits or at Closing will omit to state a material fact necessary to make the statements and facts contained therein not misleading. If any event or circumstance occurs which renders any of Seller's representations or warranties herein untrue or inaccurate in any material respect, then Seller shall notify Purchaser of the event or circumstance when Seller becomes aware of it.

Seller will refrain from taking any action, which would cause any of the foregoing representations and warranties to become incorrect or untrue at anytime prior to the date of Closing. At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances, which may have occurred since the date hereof. Such restated representations and warranties shall survive the Closing. *If any change in any foregoing representation is a material change, and Seller does not elect to cure all such material changes prior to Closing then notwithstanding anything herein to the contrary, Purchaser, at its sole option, may either (a) close and consummate the acquisition of the Property pursuant to this Agreement, reserving any and all necessary action to specifically enforce Seller's obligations hereunder; or (b) terminate this Agreement by written notice to Seller, and neither of the parties hereto shall have any rights or obligations hereunder whatsoever, except such rights or obligations that, by the express terms hereof, survive any termination of the Agreement.*

7. **Title Examination and Objections.**

7.1. **Title Review.** Seller shall cause \_\_\_\_\_ Title Company (the "Title Company") to furnish to Purchaser, at Purchaser's expense, a title insurance commitment, on an ALTA approved form for the Property (the "Title Report"), to be delivered to Purchaser on or before \_\_\_\_\_ 200\_\_, which shall be at least 30 days prior to closing. Purchaser shall have fifteen (15) days after receipt of such Title Report to conduct an examination of Seller's title to the Property and to give written notice to Seller of any title matters, which affect title to the Property and which are unacceptable to Purchaser (the "Title Objections"). If Purchaser fails to object to any matter which is of record as of the date hereof prior to the expiration of such fifteen (15) day period, then, except with respect to any security instrument or lien affecting the Property, Purchaser shall be deemed to have waived its right to object to any such matter and all of such matters shall be deemed a permitted title exception for purposes of this Agreement (collectively, with those matters described in this Section, the "Permitted Exceptions").

7.1.1 Upon receipt from the Purchaser of a written notice of any Title Objection, together with a copy thereof the Seller shall, within fifteen (15) days of receiving such notice, provide written notice to Purchaser that Seller (a) will satisfy or correct, at Seller's expense, such Title Objection, or (b) refuses to satisfy or correct, in full or in part, such Title Objection, stating with particularity which part of any Title Objection will not be satisfied. The above notwithstanding, Seller may not refuse to satisfy security interests, liens or other monetary encumbrances affecting the Properties. As to those Title Objections which Seller agrees to satisfy or cure, or is required to satisfy or cure, Seller shall, on or before the Closing Date, (i) satisfy, at Seller's expense, security interests, liens or other monetary encumbrances affecting the Property (and all of Seller's obligations under or relating to each of the foregoing), and (b) satisfy or correct, at Seller's expense, all other Title Objections affecting the Property.

7.2 **Failure to Cure.** In the event that Seller fails to satisfy or cure any Title Objection of which it is notified, whether or not Seller has provided timely written notice that it refuses to satisfy or correct such objections, then on or before the Closing Date, the Purchaser shall by written notice to the Seller elect one of the following:

7.2.1 To accept Seller's interest in the Property subject to such Title Objections, in which event such Title Objections shall become part of

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the Permitted Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement, provided that in the event any such Title Objections results from a breach by Seller of the covenants contained herein, a monetary charge or lien, or from a Title Objection other than a monetary charge or lien for which Seller has not given timely notice of its refusal to satisfy or correct, (a) such acceptance by Purchaser of Seller's interest in the Property shall be without prejudice to Purchaser thereafter seeking monetary damages from Seller for any such matter which Seller shall have failed to so correct, and (b) if such Title Objection is a monetary charge or lien which can be satisfied or cured by the payment of a liquidated sum of money, Purchaser may cause such Title Objection to be so cured or satisfied by paying the same out of the Purchase Price to be paid; or

7.2.2 To terminate this Agreement in accordance with the provisions herein; provided however, that if the Purchaser elects to terminate this Agreement because of the existence of any Title Objection which results from a breach by Seller of its covenants herein, or any other Title Objection which Seller is required to satisfy or correct, Purchaser's cancellation shall be without prejudice to any other rights of the Purchaser herein.

7.3 Removal of Liens. Notwithstanding anything to the contrary herein contained, Seller covenants and agrees that at or prior to Closing Seller shall (a) pay in full and cause to be cancelled all loan security documents which encumber the Property as of the date hereof and as of the Closing Date, and (b) pay in full and cause to be cancelled and discharged or otherwise bond and discharge as liens against the Properties all mechanics' and contractors' liens which encumber the Property as of the date hereof or which maybe filed against the Property after the date hereof and on or prior to the Closing Date. In the event Seller fails to cause such liens and encumbrances to be paid and canceled at or prior to Closing, Purchaser shall be entitled to pay such amount to the holder thereof as may be required to pay and cancel same, and to credit against the Purchase Price the amount so paid.

7.4 Notwithstanding any language to the contrary in this Agreement, Purchaser may not object to the following title matters, which shall be considered "Permitted Exceptions": (a) real property taxes or assessments due after Closing; (b) easements consistent with Purchaser's intended use of the Property, (c) reserved oil and/or mineral rights; (d) rights reserved in federal patents or state deeds; and (e) governmental building and land use regulations, codes, ordinances and statutes.

8. Default.

8.1 By Seller. In the event of a default by Seller, Purchaser shall, in addition to any other remedy Purchaser may have, including Specific Performance, be entitled to immediately cancel this Agreement and receive a refund of its earnest money deposit and interest, provided, however, Purchaser may, at its option, waive any default by Seller and proceed with the purchase of the Property.

8.2 By Purchaser. In the event of any default by Purchaser, prior to the close of escrow and after all applicable contingencies as described in Section 6 have been satisfied, Seller's sole remedy shall be to terminate the escrow and Purchaser's right to purchase the Property and receive the earnest money deposited by Purchaser hereunder and interest thereon as liquidated damages.

8.3 General. If a party (the "Defaulting Party") fails or refuses to perform its obligations under this Agreement or if the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Defaulting Party's default hereunder, then Escrow Agent shall (after receiving notice from the non-Defaulting Party and then giving the Defaulting Party ten (10) days' prior written notice) refund any monies deposited by the non-defaulting party, and return any documents deposited with the Escrow Agent by the non-Defaulting Party, on demand, without prejudice to any other legal rights or remedies of the non-Defaulting Party hereunder. In the event Seller is the Defaulting Party hereunder, Purchaser shall have, in addition to any right or remedy provided hereunder, the right to seek specific performance of this Agreement, or other equitable remedies against Seller in the event that Seller wrongfully fails or refuses to perform any covenant or agreement of Seller hereunder.

9. Condemnation or Destruction.

9.1 Condemnation. Seller hereby represents and warrants that Seller has no knowledge of any action or proceeding pending or instituted for condemnation or other taking of all or any part of the Property by friendly acquisition or statutory proceeding by any governmental entity. Seller agrees to give Purchaser immediate written notice of such actions or proceedings that may result in the taking of all or a portion of the Property. If, prior to Closing, all or any part of the Properties is subject to a bona fide threat or is taken by eminent domain or condemnation, or sale in lieu thereof, then Purchaser, by notice to Seller given within twenty (20) calendar days of Purchaser's receiving actual notice of such threat, condemnation or taking by any governmental entity other than the City of Gig Harbor, Washington, may elect to terminate this Agreement.

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In the event Purchaser continues or is obligated to continue this Agreement, Seller shall at Closing assign to Purchaser its entire right, title and interest in and to any condemnation award. During the term of this Agreement, Seller shall not stipulate or otherwise agree to any condemnation award without the prior written consent of Purchaser.

9.2 Damage or Destruction. Prior to Closing the risk of loss of or damages to the Property by reason of any insured or uninsured casualty shall be borne by Seller.

9.3 Termination. If this Agreement is terminated, neither party hereto shall have any further rights or obligations under this Agreement whatsoever, except for such rights and obligations that, by the express terms hereof, survive any termination of the Agreement.

10. Assignment. Neither party shall be entitled to assign its right, title and interest herein to any third party without the written consent of the other party to this Agreement. Any approved assignee shall expressly assume all of the assigning party's duties, obligations, and liabilities hereunder but shall not release the assigning party from its liability under this Agreement.

11. Facsimile or E-Mail Transmission. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of the original.

12. Notices. All notices, demands, and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered by hand, sent by fax, sent by registered or certified mail, return receipt requested, or sent by recognized overnight courier service to the addresses set out below or at such other addresses as specified by written notice and delivered in accordance herewith. Any such notice, request or other communication shall be considered given or delivered, as the case maybe, on the date of hand, fax or courier delivery or on the date of deposit in the U.S. Mail as provided above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof.



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**SELLER:** The City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335  
Attn: City Administrator  
Phone (253) 851-8136  
Fax: (253) 851-8563

With a copy to: Carol A. Morris, City Attorney  
Law Office of Carol A. Morris, P.C.  
P.O. Box 948  
Seabeck, WA 98380-0948  
Phone: (360) 830-0328  
Fax: (360) 830-0355

**PURCHASER:**

13. Miscellaneous.

13.1 Governing Law and Construction. This Agreement shall be construed and interpreted under the laws of the State of Washington. The titles of sections and subsections herein have been inserted as a matter of convenience or reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

13.2 Counterparts. This Agreement maybe executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

13.3 Rights, Powers and Privileges. Except as expressly provided under the terms of this Agreement, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive of those given by law.

13.4 Waiver. No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with

DRAFT

the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.5 Time. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

13.6 Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

13.7 Survival. Each of the covenants, agreements, representations and warranties herein shall survive the Closing and shall not merge at Closing with any deed, bill of sale or other document of transfer.

13.8 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

13.9 Time Periods. If the Time period by which any right, option or election provided under this Agreement must be exercised or by which any acts or payments required hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

13.10 Severability. If a court of competent jurisdiction invalidates a portion of this Agreement, such invalidity shall not affect the remainder.

13.11 Modifications. Any amendment to this Agreement shall not be binding upon any of the parties to this Agreement unless such amendment is in writing duly executed by each of the parties affected thereby.

13.12 Attorneys' Fees. If Purchaser or Seller institute suit concerning this Agreement, the prevailing party or parties is/are entitled to court costs and reasonable attorneys' fees. The venue of any suit shall be in Pierce County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives on the dates indicated below, to be effective as of the date and year first above written.

DRAFT

**SELLER:**

CITY OF GIG HARBOR

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

**PURCHASER:**

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

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

ATTEST:

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

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

\_\_\_\_\_

DRAFT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

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

DRAFT

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_

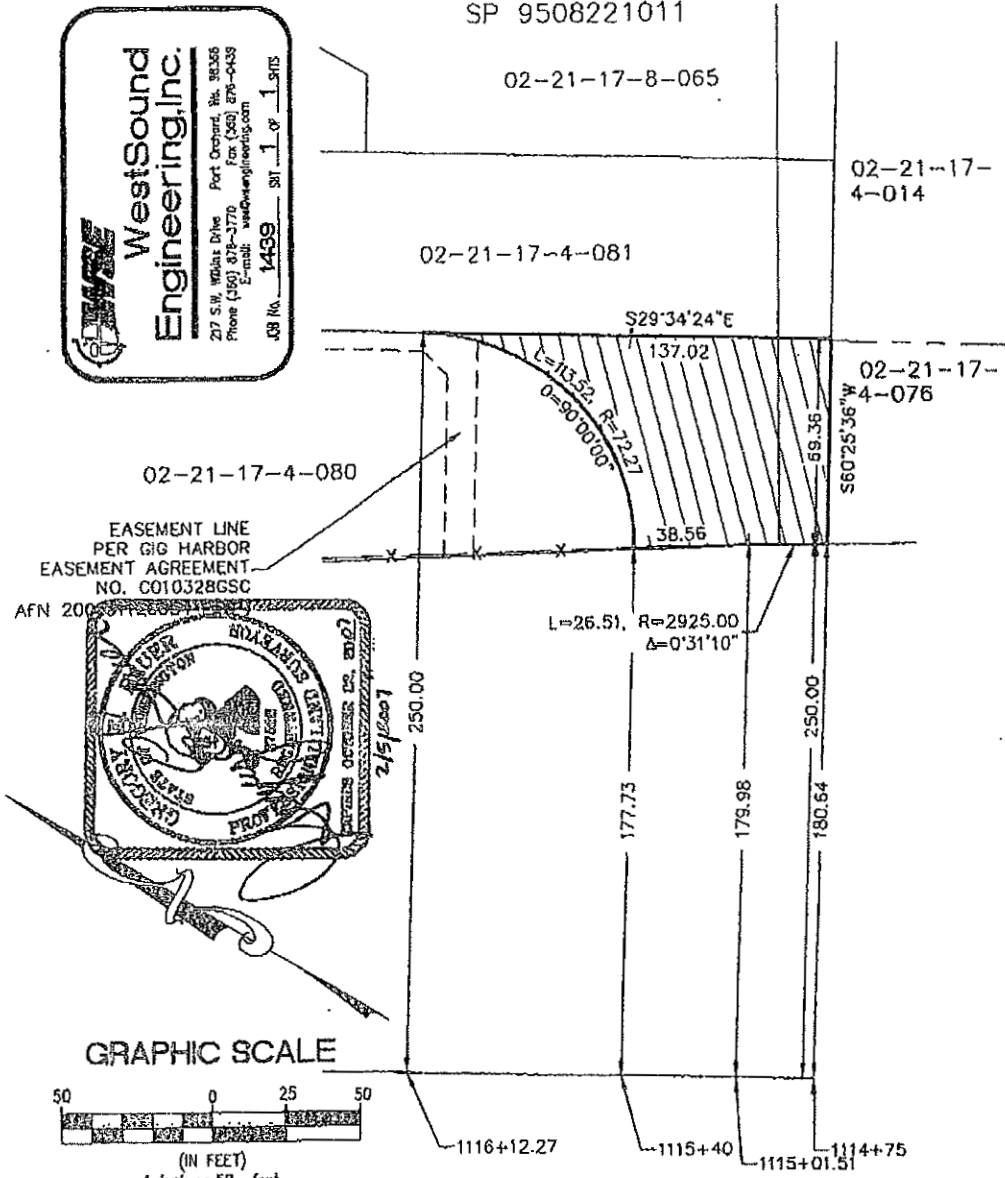
\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the State of  
Washington, residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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**EXHIBIT A  
LEGAL DESCRIPTION**

LOT 4  
SP 9508221011

**WestSound Engineering, Inc.**  
 217 S.W. Wilcox Drive Port Orchard, Wa. 98365  
 Phone (360) 878-3770 Fax (360) 878-9433  
 E-mail: [wse@westsoundeng.com](mailto:wse@westsoundeng.com)  
 QR No. 1459 SHT 1 of 1 SPTS



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.





SFA

SNODGRASS FREEMAN ASSOCIATES, ARCHITECTS

May 22, 2007

RECEIVED  
CITY OF GIG HARBOR

MAY 22 2007

COMMUNITY  
DEVELOPMENT

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

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

3019 JUDSON STREET  
SUITE D  
GIG HARBOR, WA 98335  
(253) 851-8383 (FAX) 851-8395

ARCHITECTURE  
PLANNING  
COMPUTER  
GRAPHICS



COMMUNITY DEVELOPMENT DEPARTMENT

April 26, 2007

Mr. James Richards  
Bergen Richards LLC  
1231 50<sup>th</sup> 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.

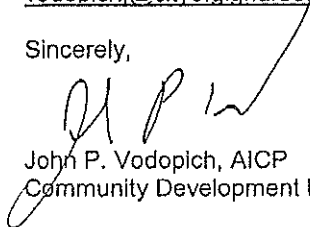
The street vacation process is initiated when the City has an easement for public travel, and the underlying fee is retained by the abutting property owners. In this situation one of the abutting property owners may request that the easement for public travel be lifted, as long as the street is no longer 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](mailto:vodopichj@cityofgigharbor.net).

Sincerely,



John P. Vodopich, AICP  
Community Development Director



1-24-08

MR. BRERTON -

I SUBMITTED A SEALED BID OFFER TO PURCHASE  
SURPLUS PROPERTY OWNED BY THE CITY  
OFF OF SOUND VIEW DR. I WOULD LIKE TO  
RECVD MY OFFER TO PURCHASE. THANK  
YOU FOR YOUR TIME

SINCERELY

Jim Franich

JIM FRANICH  
3702 HARBOUR VIEW  
L

GIG HARBOR  
9833



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

**Subject:** Planning Commission's recommendation on draft amendments related to underground structures.

**Proposed Council Action:** Review recommendations and direct Planning Commission to hold a public hearing on draft amendments during the 2<sup>nd</sup> quarter of 2008.

**Dept. Origin:** Planning Department

**Prepared by:** Jennifer Kester  
Senior Planner

**For Agenda of:** January 28, 2008

**Exhibits:** Memo to council from Planning Commission; Draft amendments; Excerpt from 1/23/06 Council minutes with Council motion; Planning Commission minutes

Initial & Date

**Concurred by Mayor:**

CLH 1/24/08

**Approved by City Administrator:**

JK 1/24/08

**Approved as to form by City Atty:**

\_\_\_\_\_

**Approved by Finance Director:**

N/A

**Approved by Department Head:**

JD 1/23/08

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

January 23, 2006, the City Council directed the Planning Commission to review several issues related to underground parking and underground structures (motion enclosed). In response, the Planning Commission held work study sessions on these issues on January 18, 2007; February 1, 2007; June 21, 2007; November 15, 2007; December 6, 2007; December 20, 2007; and, January 3, 2008. The work study sessions included conversations with two local architects on the feasibility of underground buildings and Dick Bower, Building and Fire Safety Director, on the building and fire code requirements related to underground floor area. After considerable discussion, the Planning Commission is recommending draft definitions for "attic" and "underground floor area" and a draft amendment to the definition of "gross floor area" which would apply to the PI, R-1, RLD, R-2, RMD, R-3, RB-1, RB-2, DB, B-1, B-2, C-1, PCD-C, ED, PCD-BP, PCD-NB and MUD districts zones. The Planning Commission is not recommending any substantive changes to the definition of "gross floor area" for the waterfront (WC, WM, and WR) zoning districts for the reasons stated in the enclosed January 17<sup>th</sup> memo to City Council from the Planning Commission.

The Planning Commission is recommending that the topics of gross floor area, building size, underground structures and parking in the waterfront zones be included in the View Basin Sub Area plan. The plan will define the citizens' vision for the character of the view basin and will include policies and regulations on building size, architectural character, uses and amenities for the view basin. The Planning Commission feels the issue of underground garages and underground structures in the waterfront zones should be part of this large public discussion.

Therefore, the Planning Commission has recommended that the current definition of gross floor area remain for the waterfront zones. In addition, the update of the Shoreline Master Program beginning in 2008 will further inform allowed uses and setbacks along the waterfront which could affect building size considerations.

If the Council is supportive of the draft amendments and proposed direction, the Planning Commission would like to hold a public hearing during the second quarter of 2008. Based on the input from the public at the hearings, the Commission will forward a formal recommendation to the Council by July 2008.

### **POLICY CONSIDERATIONS**

A detailed reasoning of the Commission's recommendations can be found in the enclosed memo. Discussed here are the Planning Commission's considerations on the draft definitions:

#### **Gross Floor Area:**

The Planning Commission desired to have two definitions for gross floor area: A revised definition for the majority of the City and the current definition for the waterfront zones. The Planning Commission is also recommending that the gross floor area definitions include a provision for determining off-street parking spaces for all zones. The current parking regulations often base parking on the gross floor area; however, the current definition includes garage space in gross floor area. Therefore, one might argue that our code requires a developer to provide additional parking spaces for the floor area of the garage space. While we have not applied the code in that way, it would be prudent to adjust the definition to deal with this issue.

The Commission is also recommending removal of "basement space" from the calculation, as the provisions for underground floor area address basement like spaces and the definition of "basement" is not consistent with the proposed definition of "underground floor area". Finally, the revised definition removes references to attic headroom and excludes attics from the gross floor area in order to be consistent with the IBC's definition and interpretation of attic space.

#### **Underground floor area:**

The definition is written to provide a building size allowance which exempts those portions of a building's floor area which were truly underground from gross floor area limitations outside of the waterfront zones. The definition seeks to exclude required access points, especially those for rescue and escape, from the requirement to be entirely below grade. The Planning Commission wanted to acknowledge that any underground floor would need some kind of access to the outside, especially if the floor area is for habitable space (sleeping, etc.) or a parking garage. As the same time, the Commission did not want to exclude all access in order to prevent a 100 foot opening into a parking garage from being considered underground. The Planning Commission expects to refine the access exclusions through the public hearing process to make them feasible to the majority of situations.

#### **Attic:**

The intent of this new definition is to make the application of attics in the zoning code consistent with the definition in the building code. The current gross floor definition exempts attic spaces with a head room of less than 7 and one half feet from the calculation

of gross floor area. The current International Residential Code requires a head room of 7 feet or more for habitable space. The current inconsistency between codes means a developer could propose a finished attic-type space with a headroom of seven and one-fourth feet, be considered habitable by the building code, but not count as floor area in the zoning code.

**ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official will issue an environmental threshold determination if the Council directs the Planning Commission to continue processing the proposed amendments.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

At their January 17, 2008 work study meeting the Planning Commission approved the enclosed memo, recommending a direction for further processing of underground structures related text amendments.

**RECOMMENDATION / MOTION**

Review recommendations and direct Planning Commission to hold a public hearing on the draft amendments during the 2<sup>nd</sup> quarter of 2008.



"THE MARITIME CITY"

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

**TO: MAYOR HUNTER AND MEMBERS OF THE CITY COUNCIL**  
**FROM: THERESA MALICH, CHAIR, PLANNING COMMISSION**  
**SUBJECT: PROPOSED AMENDMENTS RELATED TO UNDERGROUND STRUCTURES**  
**DATE: JANUARY 17, 2008**

In response to a motion by the City Council for the Planning Commission to review several issues related to underground parking and underground structures (motion attached), the Planning Commission held work study sessions on these issues on January 18, 2007; February 1, 2007; June 21, 2007; November 15, 2007; December 6, 2007; December 20, 2007; and, January 3, 2008. After considerable discussion and having reviewed information provided by the Building Official / Fire Marshal and Planning staff at those meetings, the Planning Commission recommends the following direction for further processing of underground structure related text amendments:

1. The Planning Commission recommends the enclosed DRAFT amendments to the definition of "gross floor area" and the addition of definitions for "attic" and "underground floor area".
2. The Planning Commission recommends that the current definition for gross floor area remain for the Waterfront Commercial (WC), Waterfront Millville (WM), and Waterfront Residential (WR) zones for the following reasons:
  - a. In 2008, The City will begin the development of the View Basin Sub Area plan. The plan will define the citizens' vision for the character of the view basin and will include policies and regulations on building size, architectural character, uses and amenities for the view basin. The issue of underground garages and underground structures in the waterfront zones should be part of the bigger View Basin discussion. In addition, the update of the Shoreline Master Program beginning in 2008 will further inform allowed uses and setbacks along the waterfront.
  - b. Parcels along the waterfront have performance standards which often allow more utilization of the upland portion of the site than parcels in other zones. Developments on waterfront parcels are often allowed to build right up to the ordinary high water mark (bulkhead) as the rear yard setback is usually in the water. In addition, developments on waterfront parcels can use the water portion of the lot as the required pervious surface, thereby covering the majority of the upland portion with hard surfaces or buildings. Finally, waterfront parcels can have both water uses (marinas, piers, floats) and

- upland uses (offices, residential, marine sales, parking) thereby increasing the number of uses and activity associated with a parcel.
- c. All but six of the parcels in the waterfront zones are included in City's Waterfront View Corridor designation which was established to protect views of the harbor along the Harborview Drive and North Harborview Drive public rights-of-way for public enjoyment. Views to the water should be considered when discussing allowable building size. Exempting underground portions of a building from gross floor area without reducing the allowed gross floor area in waterfront zones could have the adverse effect of reducing view corridors. Waterfront view corridors and building size allowances should be reviewed comprehensively as part of the View Basin Sub Area Plan and Shoreline master Program Update.

If the Council is supportive of the draft amendments, the Planning Commission would like to hold public hearings during the second quarter of 2008. Based on the input from the public at the hearings, the Commission will forward a formal recommendation to the Council by July 2008.

The Commission feels that outside of the waterfront areas, an allowance should be provided which would exempt those portions of a building which were truly underground from gross floor area limitations. We found no compelling zoning-based reason to include underground buildings in the gross floor area outside the waterfront area. However, in the waterfront zones, the Commission felt the factors discussed above warrant further review of the underground building issues as part of the View Basin Sub Area Plan.





COMMUNITY DEVELOPMENT DEPARTMENT

**SUBJECT: UNDERGROUND STRUCTURES**

**DATE: JANUARY 17, 2008**

**Final Draft Definitions for Council Review**

**Gross Floor Area:**

17.04.360 Floor area, gross

A. "Gross floor area" in the WR, WM and WC districts means:

1. The sum of the horizontal area of the several floor(s) of a building or buildings measured from the exterior faces of exterior walls and from centerlines of division walls. The gross floor area includes basement space, garage space, the elevator shafts and stairwells at each floor, mechanical equipment rooms, finished attics with a headroom of seven and one-half feet or more, penthouse floors, interior balconies and mezzanines, and enclosed porches. The gross floor area shall not include accessory water tanks and cooling towers, mechanical equipment, and unfinished attics regardless of headroom.

2. For purposes of determining off-street parking requirements, gross floor area shall mean the sum of the horizontal area of the floor(s) of a building or buildings measured from the exterior faces of exterior walls and from centerlines of division walls including basement space, the elevator shafts and stairwells at each floor, mechanical equipment rooms, finished attics with a headroom of seven and one-half feet or more, penthouse floors, interior balconies and mezzanines, enclosed porches; but, shall not include garage space, accessory water tanks and cooling towers, mechanical equipment and unfinished attics regardless of headroom.

B. "Gross floor area" in the PI, R-1, RLD, R-2, RMD, R-3, RB-1, RB-2, DB, B-1, B-2, C-1, PCD-C, ED, PCD-BP, PCD-NB and MUD districts means:

1. The sum of the horizontal area of the floor(s) of a building or buildings measured from the exterior faces of exterior walls and from centerlines of division walls. The gross floor area includes garage space, the elevator shafts and stairwells at each floor, mechanical equipment rooms, penthouse floors, interior balconies and mezzanines, and enclosed porches. The gross floor area shall not include accessory water tanks and cooling towers, mechanical equipment, attics as defined by GHMC 17.04.086, and underground floor area as defined by GHMC 17.04.362.

2. For purposes of determining off-street parking requirements, gross floor area shall mean the sum of the horizontal area of the floor(s) of a building or buildings measured from the exterior faces of exterior walls and from centerlines of division walls including the elevator shafts and stairwells at each floor, mechanical equipment rooms, penthouse floors, interior balconies and mezzanines, enclosed porches and underground floor area; but, shall not include garage space, accessory water tanks and cooling towers, mechanical equipment and attics.

**Attic:**

17.04.086 Attic.

"Attic" means finished or unfinished space with a headroom of less than seven feet between the ceiling beams of the top story and the roof rafters.

**Underground Floor Area:**

17.04.362 Floor area, underground.

"Underground floor area" means the floor area of a building, structure, story, or portion of a story constructed entirely below natural or finished grade, whichever is lower, excluding up to 24 linear feet of access. Below grade window wells required for rescue and escape are not included in the calculation of access.

# EXCERPT FROM 1/23/06 COUNCIL MINUTES

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

**MOTION:** Move to adjourn to executive session at 9:21 p.m. for approximately fifteen minutes to discuss pending litigation per RCW 42.30.110(1)(i).  
Ekberg / Young – unanimously approved.

**MOTION:** Move to return to regular session at 9:39 p.m.  
Dick / Ekberg – unanimously approved.

**MOTION:** Move to direct the Planning commission to hold a public hearing to consider amendment of Ordinance 1008 as follows:

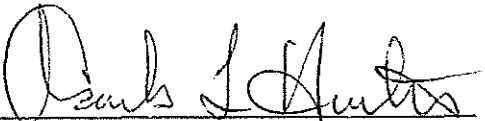
- Section 2 of Ordinance 1009, amending Section 17.04.360 of the Gig Harbor Municipal Code, which is the definition of "gross floor area;"
- Addition of new definitions to chapter 17.04 GHMC, including but not limited to "basement," "underground," "finished grade," and "original grade;"
- Amendment of chapter 17.72 GHMC to include maximum number of parking spaces for certain types of uses, including but not limited to, single family residential; and
- In the context of the above, to re-consider the square footage and maximum foot print limitations imposed by Ordinance 1008 on the WM, WC and WR zones.


Payne / Kadzik – unanimously approved.

## ADJOURN:

**MOTION:** Move to adjourn at 9:41 p.m.  
Ekberg / Young – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1 – 21.  
Disk #2 Tracks 1 – 17.

  
Charles L. Hunter, Mayor

  
Molly M. Towslee, City Clerk

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session and Public Hearing  
January 18, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Jill Guernsey, Joyce Ninen, Dick Allen, Theresa Malich and Jeane Derebey. Commissioner Harris Atkins was absent. Staff present: Dick Bower, Tom Dolan, Jennifer Kester and Diane Gagnon.

**CALL TO ORDER:** 6:05 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of December 21st, 2006 with a typographical correction on page 2. Pasin/Ninen – motion passed unanimously.

**OTHER BUSINESS**

Mayor Hunter introduced the new City Administrator Rob Karlinsey. He went over Mr. Karlinsey's background. Mr. Karlinsey said that it was a privilege to be here in Gig Harbor and that he was hoping to build on the City's accomplishments. He thanked the commission for their service to the community and noted that city staff was there for them. Chairman Allen welcomed Mr. Karlinsey.

**ELECTION OF OFFICERS**

Commissioner Jill Guernsey nominated Commissioner Theresa Malich as Chair and it was seconded by Jeane Derebey. Nomination carried unanimously.

Commissioner Jim Pasin nominated Harris Atkins as Vice Chair.  
Commissioner Theresa Malich nominated Jill Guernsey as Vice Chair

Nomination of Harris Atkins as Vice Chair passed with four voting in favor and one voting for Commissioner Guernsey.

**NEW BUSINESS**

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

Chairman Theresa Malich turned this item over to staff for their report. Ms. Kester pointed out that they had been given the copy of the minutes from 1/23/06 outlining the decision from the City Council and that she also had included a memo from the City Attorney Carol Morris

outlining some talking points along with some additional attachments. She noted that this was an introductory meeting only and they will be holding more work study sessions on this issue.

Ms. Kester stated that the four elements of the proposed amendment were as follows: reviewing the definition of gross floor area as it pertains to basements and garages underground; creating new definitions for “basement”, “underground”, “finished grade”, and “original grade” and other terms if needed; Amending GHMC 17.72.030 to include maximum number of parking spaces for certain types of use, including but not limited to single-family residential; in contest to the above discussion, re-consider the square footage and maximum footprint limitations for the WM, WC and WR zones.

Mr. Pasin expressed that he was concerned with differences between these issues for single family homes versus commercial uses. Ms. Kester noted that his concerns could be dealt with in the definitions.

Carol Morris stated that at first they needed to address whether or not they should be regulating structures that are underground not with regard to uses. She gave an example of someone who had a basement that was seven stories of underground garage space and stated that they need to establish the legitimate public purpose for regulating something that is totally underground.

Commissioner Dick Allen noted that the other parking spaces still generate activity at the property. Ms. Morris replied that if the commission feels that would be the result, then perhaps they should be regulating the use instead. She said the next thing they needed to consider was whether garages should be included in the square footage limitation and whether or not the uses in these zones can be accommodated with these maximum square footage calculations. The other issues are the definitions of basement, underground, finish grade, and original grade. She continued by saying that they also needed to consider the maximum number of parking spaces allowed for certain uses. She stated that this pertained to low impact development regulations and that they need to examine the footprint limitation since there is a footprint limitation in one zone and not another.

Mr. Pasin asked for Ms. Morris’ opinion on the definitions and other items being on a city wide basis rather than just the three waterfront zones. Ms. Morris said that the definitions would be applied city wide. Mr. Pasin said that he would like the underground parking item looked at from a city wide standpoint. Ms. Morris replied that that was the decision of the Planning Commission.

Mr. Pasin then asked how maximum parking requirements have been defined, regulated and monitored by other jurisdictions and Ms. Morris answered that most cities have not adopted maximum parking limitations as of yet, but due to low impact development standards many cities are beginning to do so. Mr. Pasin said that he felt that single family and multi family was going to be the biggest challenge. Mr. Allen said he was wondering about WM and noted that there were only 3 properties that don’t have a marina attached to them and how would they be regulated. Ms. Kester said that would have to be one of the issues decided and noted that WM is the only zone that regulates marina parking differently.

Planning Director Tom Dolan reminded the Planning Commission that this was a request from the City Council and noted that it had been suggested that a meeting be held with the City Council or the Planning and Building Committee of the City Council to further discuss their intent.

Mr. Allen asked why the maximum parking was being brought up and Carol said it was probably from a lawsuit and Ms. Kester reiterated that it was due to two large single family homes being proposed with lots of parking. Mr. Pasin noted that these were issues that had been encountered by the Design Review Board on several occasions and these definitions are necessary to better address these issues.

Ms. Morris continued explaining that they were looking at is whether an underground structure should be counted in the square footage. She also suggested that they have the uses properly identified in the zones and determine if the allowance of underground structures would intensify the use. Ms. Ninen voiced concern a possible opportunity for illegal activities underground and Ms. Morris noted that it could be true now whether we count it in the square footage limitation or not. Ms. Morris said she would look into whether other jurisdictions had experienced any increase in illegal activity.

Commissioner Jill Guernsey said that she felt that there is a still a public welfare issue with regulating structures and do the same regulations apply when the structure is below ground. She suggested that they start by looking at each of the public safety, health and welfare issues and decide whether they apply to underground structures.

Ms. Malich asked if the square footage limitation fits within the scale of these areas. Mr. Allen said that he felt that if someone is contemplating going below ground with a garage facility it is because he has run out of space above ground, therefore, they are intensifying their use above what the space can accommodate and increasing the activity.

It was pointed out by Ms. Malich that on the first page of the ordinance it says the intent is to maintain the mass and scale of the existing pattern of development. Ms. Kester said that the question is if someone has two stalls totally underground does that affect the scale and size of structures on the waterfront. Ms. Morris pointed out that when it was determined what was out there they looked at the homes that exist, so exempt basements that are totally underground would not affect the scale. She also noted that the square footage limitations may make it so that the uses allowed in these zones can't operate so should these uses be allowed in these zones or should the limitation be changed. Ms. Kester said that some local architects may be able to come in and address these issues. Ms. Guernsey asked if there was any reason other than the square footage limitation that causes the council to want to look at this as it seems to be something we keep having to re-examine. Ms. Morris stated that the Planning Commission needed to decide whether underground structures should be included or not and if not, then a reason needs to be developed.

Mr. Dolan asked if the commission would like to discuss this item at the next meeting or would they more time to do some research. Mr. Pasin said that he thought they should continue the discussion at the next meeting and everyone agreed.

Chairman Malich called a five minute recess at 7:00 pm. The meeting was reconvened at 7:05.

## **PUBLIC HEARING**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to establish flood plain regulations

Chairman Theresa Malich opened the public hearing at 7:06 pm.

Planning Director Tom Dolan briefly went over the staff report on the flood plain regulations as suggested by the Department of Ecology and pointed out that there was a representative from DOE present. He noted that notice of this hearing was sent to 318 property owners along the waterfront and was also published in the Peninsula Gateway. Mr. Dolan stated that if these required amendments are not adopted some waterfront property owners could have their flood insurance cancelled. He added that FEMA and DOE are requiring flood plain certificates for six properties. Mr. Dolan said a couple of people had been in to ask questions and one had gotten a copy of the ordinance. He stated that it was possible for the commission to take action on this proposed ordinance this evening.

Building Official/Fire Marshal Dick Bower pointed out that the city does have had a flood plain ordinance in the code at this time; however, what we are trying to do is assure that our ordinance stays consistent with state requirements so that our citizens can maintain their flood insurance. He then introduced Kevin Farrell from the Department of Ecology.

Mr. Farrell stated that he was a Flood Plain Management Specialist from the Southwest Regional Office who had conducted a community assistance visit which is basically an audit on the flood plain regulations and that as part of that they always review the flood plain ordinance. He stated that they are the state coordinating agency and work closely with FEMA. He went on to say that they came across numerous issues that were non-compliant in Gig Harbor and provided the model ordinance. Mr. Farrell noted that this is a voluntary program; however, federally guaranteed flood insurance is available if participating in the program and if a city is not participating then flood insurance can be obtained but at expensive rates and has ramifications on federally guaranteed loans. He stated that the City of Gig Harbor has a limited flood plain and is basically along the water.

Mr. Bower explained the difference types of flood plains and the information in the handouts provided. He went over how they are calculated how that determines your base flood elevation.

Ms. Malich asked if we have ever had a flood along the waterfront. Mr. Bower answered that it has happened with an extra high tide combined with wind. He added that he felt the biggest hazard was at Donkey Creek and cited what had happened with the Hennington Place Condos bulkhead failure.

Commissioner Guernsey asked about the six properties and what action the city will take against them. Mr. Bower said that they had been sent letters requiring them to provide flood certificates and explained that they would have had to do this anyway, it's just that it had not been asked for before. He added that city staff will work them to achieve compliance and pointed out that it

first needs to be determined if there is a problem as it may be that some of them are not within the flood plain. He said reminders will be sent out and the city will work with DOE and FEMA to get this resolved. He further explained that the six property owners will have to have a surveyor come out and shoot elevations in order to receive a flood certificate and then determine at that time if they are within the flood plain.

Mr. Farrell noted that this law has been in place for many years and that DOE had asked for flood certificates on these six properties and the city didn't have them on file. He said that if there is no response from the property owners from the letter sent out by the city then DOE will send out letters to those property owners. He noted that DOE will report back to FEMA on the compliance and/or non compliance.

Since there was no public present, Chairman Malich closed the public hearing at 7:30 pm.

Ms. Guernsey asked what had happened in the past when the local jurisdiction has needed to have property owners obtain flood plain certificates and asked what happens if they don't comply. He said he would have to discuss that with FEMA and that if they are within the flood plain and if the structure is not elevated to the level it should have been then their insurance rate will be higher. Ms. Guernsey said that she felt that the property owners were being put in a difficult position because of a slip up by the city. Commissioner Derebey asked if the property owner did not comply would it jeopardize the city's participation in the FEMA program and Mr. Farrell said that it may and that FEMA may ask that the city impose their laws. He noted that several cities have been suspended for non compliance. Mr. Pasin noted that over 300 notices were sent out and there had been no public comments received.

**MOTION:** Move to recommend approval and forward the ordinance to city council.  
Pasin/Guernsey – Motion passed unanimously.

Ms. Derebey asked if perhaps there could be more properties and Mr. Farrell said that there could be more as they typically take a representation of the flood plain. Mr. Bower stated that the Building Division is requiring flood elevation certificates for new buildings on the waterfront.

### **ADJOURNMENT**

Meeting was adjourned at 7:40 p.m.

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



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
February 1, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Joyce Ninen, Dick Allen, Theresa Malich and Jeane Derebey. Commissioner Jill Guernsey was absent. Staff present: Tom Dolan, Jennifer Kester, Cliff Johnson and Diane Gagnon.

**CALL TO ORDER:** 6:05 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of January 18, 2007 with typographical corrections and a statement added that there was no public present for the public hearing. Ninen/Allen – motion passed unanimously.

**NEW BUSINESS**

1. **Kurt Latimore, The Latimore Company** – Presentation and discussion on the upcoming phases of improvement to the design review process.

Kurt Latimore from the Latimore Company gave a presentation on the Design Review Process Improvement Initiative. Mr. Latimore went over what had been done in 2006 to analyze the permitting process in the City of Gig Harbor and his background in this field. He spoke about Design Review setting the pace for the development process and that this initiative was to improve that process. He talked about applicants needing a predictable process and the fear of going to the DRB. He noted that in most areas design standards only apply in certain areas or partially in certain areas and that here in Gig Harbor it is applied city wide. He said that there is additional design effort being placed at the front of the process and applicants are required to provide a high level of detail early on in the process. Mr. Latimore went on to explain specific areas of the process and the two phase plan. He stated that the first phase would be a series of text amendments that fit within the current comprehensive plan and the second phase would entail comprehensive plan amendments to encompass design manual changes that may fall outside of the current comp plan. He then went over the timeframe of the phases with the first phase happening in the spring and then the second phase in the summer and fall. He gave some examples of what kinds of things may fall within the two phases.

Senior Planner Jennifer Kester went over some of the ideas that had been suggested by the DRB. Mr. Latimore went over further details of the schedule and the idea of the upcoming community meetings. He outlined the first series of text amendments that will go forward in the March/April timeframe with the conclusion of the first batch in early summer when phase two would begin. Mr. Pasin asked if there was a specific list of what those text amendments will be and Ms. Kester answered that she was in the process of writing those text amendments which will be sent to the Planning Commission next week in preparation for the meeting of February 15<sup>th</sup>. She gave some examples. Jeane Derebey asked if there was a printout of the schedule and Ms. Kester said she would make everyone copies.

Mr. Allen asked about what kinds of things would require comprehensive plan amendments and Mr. Latimore explained that the implementation of sub area plans may require a comp plan amendment. Ms. Kester further explained that there may be different goals and policies for the West side or Gig Harbor North. She also explained that a lot of what is in the Design Manual was fashioned around the downtown and maybe that is not appropriate everywhere. She pointed out that the Design Manual was written in 1996 and the West Side and Gig Harbor North were annexed in 1997. Mr. Allen asked where we expected the nucleus of these philosophical changes to happen. Mr. Latimore explained that the center of the effort would be here at the Planning Commission. Ms. Kester added that the DRB would make suggestions as well as staff and the development community. Mr. Pasin suggested that each Planning Commission member collect their ideas individually to give their input on February 15<sup>th</sup>.

Mr. Atkins asked if the list of other changes that had been developed by the Planning Commission during the matrix process was going to be addressed as well. Ms. Kester said that she would look at that list and see if any of those could possibly fit within this process. Mr. Latimore asked for agreement on the series of work study sessions and stated that he would like them to be joint meetings with the DRB. Ms. Kester added that the meeting on the 15<sup>th</sup> will be heavily advertised and public input will be encouraged. It was brought up by Mr. Pasin that some thought should be given to how the meeting is conducted. Mr. Allen asked if staff was looking to scrutinize the land use regulations line by line. Ms. Kester said that there are some specific changes being suggested by the DRB; however, the last time we looked at the manual line by line it took over three years and that we would rather take everyone's experiences and look at those and pick the ones that will have the most impact if changed.

Ms. Kester noted that staff and Mr. Latimore will present these ideas to the City Council on February 12th. She then talked about how the upcoming work sessions will be conducted.

Mr. Latimore asked the Planning Commission if they had any initial comments. Discussion was held on setbacks and their appropriateness in different zones. Ms. Ninen asked if the tree issue was going to be in Phase I or Phase II and Ms. Kester answered that it will probably be in Phase II. She explained the current approach for tree retention.

Mr. Allen asked if the DRB had a lot of ideas and Mr. Pasin said that they did have a lot of ideas and Ms. Kester added that it may not be possible to implement all of them.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council (ZONE 07-0002) to amend the procedures for processing legislative actions and annexations.

Planning Director Tom Dolan explained the proposed ordinance and stated that it was the result of City Council meeting the first of January where they considered an agreement which allowed a zone transition buffer from a commercial property to also be on a residential property. The City Council voiced concern with the proposal that had gone through the hearing examiner process. During the City Council meeting it was discussed that staff would bring an amendment before the Planning Commission to not allow this in the future. The City Council asked if it was necessary for this item to go to the Planning Commission and staff responded that

yes, it was necessary and the City Attorney felt that perhaps it was not necessary and made recommendation to the City Council that there could be direct consideration. Mr. Dolan continued by saying that in looking at the code later, the provisions of 19.01.050 would require Planning Commission review and at that point the City Attorney proposed the ordinance that is before you that would allow the City Council to consider changes to the zoning ordinance without first seeking Planning Commission recommendation. Mr. Dolan pointed out that the ordinance did not require their review and recommendation; however, staff thought that the Planning Commission may have concerns. He continued by saying that the matter is scheduled to go before the council on February 12<sup>th</sup>.

Ms. Malich pointed out that it said "certain legislative decisions", which made it unclear what types of decisions and seems to leave it wide open. She stated that the broad scope of this was worrisome to her. Mr. Pasin said that it appeared to be based on events which may date back 9 months or more and the City Council has determined that they wish to manage the process directly rather than through this commission or the DRB. He agreed with Ms. Malich that it begins to put the council in the direct decision making process and can lead to less public input through the DRB or the Planning Commission. Mr. Pasin said he was bothered by that because 8 or 9 years ago there was a similar swing and then moved away from that and this is now swinging back so he was concerned with the reasoning for that and how it affected the Planning Commission and the citizens of the community.

Mr. Atkins said it seems like there are two issues here and that he got the feeling that they are afraid to have public hearings and that he felt they were important. He stated that he felt that the Planning Commission's role is to consider issues in a different environment rather than in the political environment of the City Council. He said the Planning Commission is able to take a more studious look at the larger picture. He continued by saying that it troubled him that the City Council would take the Planning Commission out of the loop.

Ms. Ninen asked if this was in accordance with the RCW and Mr. Dolan said that the City Attorney had researched it and the RCW does not require Planning Commissions to look at text amendments. Mr. Dolan pointed out that at the council meeting the council didn't direct the City Attorney to write this ordinance. Ms. Derebey voiced her concern with the ability of the council to be able to give the time or study to a particular problem and stated that she could see other problems arising from hasty decisions being made. She continued by saying she would not want to see this ordinance go on the books, especially with a word like "certain" in it. Ms. Derebey said she wasn't sure why you would remove annexations from the scope of the Planning Commission and Ms. Kester said that currently the only time annexations come to them is if they are asking for a zoning change as part of the annexation process and this ordinance would make it so that was no longer necessary.

Mr. Atkins agreed that if there is an annexation area identified he didn't have any problem with bringing property in at their proposed zoning. Ms. Malich pointed out that the Planning Commission spends a lot of time on these issues and really examines the ramifications of them and the City Council is not going to be able to do that. She asked staff how they should communicate their thoughts on this proposal. Mr. Dolan explained that it was brought before them for information; however, they could pass a resolution to the City Council. He suggested that perhaps there is a need for a joint Planning Commission and City Council meeting to discuss

several issues so that the Planning Commission can better understand their intent. He continued by saying that 2007 is going to be extremely busy year. Ms. Malich said that if the council had a specific reason for this then the ordinance should be written as such.

**MOTION:** Move to adopt a resolution that respectfully requests the council defer this issue until such time as a joint City Council and Planning Commission meeting can be held to discuss the roles and responsibilities of the Planning Commission. Atkins/Derebey – Motion passed unanimously.

Chairman Malich called a five minutes recess at 7:35 p.m.  
The meeting was reconvened at 7:40 p.m.

### **OLD BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council (ZONE 06-1386) to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

It was decided to discuss this issue until 8:00 p.m. and then take a poll for continuation. Mr. Dolan reminded the commission that this issue will be discussed at several meetings and it is not necessary to completely discuss it tonight. Ms. Malich asked what the timeline was. Mr. Dolan said the original request came 13 months ago and there is an interest in having this addressed; however, it is not just one issue, it may be several text amendments. Ms. Kester also explained that significant research will be done on this topic and then she went over what she had proposed and organized for tonight's discussion. Ms. Malich asked if this would be one of the things that might be appropriate to have a joint meeting on. Ms. Kester said that this would definitely be something to discuss at a joint meeting with the City Council. Mr. Dolan said that one of the things that he had heard expressed is a concern with the City Council coming out of executive session and then asking the commission to review an issue with very little background or context to consider.

Mr. Atkins said that he was puzzled by the statement that staff does not think the council expected this to develop into text amendments. Ms. Kester explained that in talking with council and Carol Morris they didn't have a specific text amendment in mind; however, they wanted these issues talked about and then decide if a text amendment was necessary. Ms. Kester informed the commission that Ordinance 1008 had been challenged due to constitutionality because it singles out certain property owners without a specific public purpose being established for differing regulations. She noted that these questions are not just about the waterfront zones, these things will be applied city wide. Ms. Kester then began going through the questions.

The first question is regardless of use is there a legitimate public purpose to regulate a structure that is entirely underground. If yes, what is that public purpose? If no, what standards need to be changed to reflect that? She read the purpose of the zoning code. She stated that she knew that there was concern expressed at the last meeting about structural and emergency issues. She reminded the commission that if underground structures were exempt from building size

limitations they still have to comply with building, fire, storm water, public works, and engineering codes. Mr. Pasin said that answering this question yes allows us to have various types of underground structures that would provide services and may help us maintain views that are being lost. Ms. Kester asked what the legitimate public purpose was in regulating them and stated that it seemed they were saying underground structures should be allowed but the question was should we limit uses underground. Mr. Allen said he thought there was no question it would generate more activity and in a residential area we don't want that activity. He stated that people will lose the quiet enjoyment of their property.

Ms. Malich said there is a difference between WM and WC so if you allow large underground garages then it just intensifies the use. Ms. Kester asked about other zones in the city. Ms. Malich said that in intense use areas there should definitely be underground parking allowed. Mr. Pasin said that there could be other underground structures perhaps a two car garage underground rather than one on the street.

Mr. Atkins asked if there was a public benefit in regulating structures above ground. Ms. Kester said that courts have decided that there is because of the impact on views and open space. Ms. Ninen said she thought that the question was should underground structures be included in the gross floor area calculation and that you limit a non residential development by having that underground structure included in the gross floor area calculation. Ms. Kester added to her question "through gross floor area calculations" and asked if it was important to regulate something you can't see as far as gross square footage goes. Ms. Malich said that in that pure statement no.

Ms. Kester said that her third question was if structures are exempt from gross floor area calculations was the commission concerned with the intensity of use on site. She stated that she heard the commission saying yes. Mr. Pasin said that underground parking does not necessarily increase the intensity of the use it may provide the amenity of not having cars along the street and other issues that become public nuisance. He also pointed out that one of the benefits is that you may very well be able to decrease the amount of impervious coverage. He added that the hospital is a prime example if they could have underground parking we would not have parking sprawled across five acres and it would not increase the intensity of the use of that property one bit. Mr. Allen said that what he saw happening in a residential area was that people will not park in them. Mr. Pasin answered that people do that now and you can't regulate that. Ms. Kester reiterated that what she heard was that underground structures don't need a gross floor area limitation if it's a residential use and the garage is for that residential use only. Ms. Derebey said that it should be limited in size to be appropriate to go along with the 3500 square foot limitation. Ms. Kester suggested a maximum parking stall size. Mr. Pasin pointed out that what we have today and what we had 15 years ago was very different and that for a family of four you have four vehicles, a boat, a trailer and other such things, so to say if it's a 3500 sq ft house you can only have a certain size garage you are not getting anything because they'll just end up putting their car on the street.

Ms. Kester suggested that perhaps they needed to look at the uses allowed in the zones and that it may be that there are uses that are not compatible with surrounding zones. Mr. Pasin said that he thought we had to look at it on a city wide basis and not let a couple of zones that rightfully have some concerns be the focal point. Mr. Allen pointed out that we had just discussed creating a

bull's eye approach to have differing regulations for different areas of the city. Ms. Kester explained that definitions apply city wide and yet there are building size limits in several zones. She stated that previously the Planning Commission had said that it should only apply in the waterfront zones, and then the council changed it.

Ms. Kester asked what types of material they would like for their next meeting. Ms. Derebey asked for information on regulations in similar cities. She also noted that Carol Morris was going to provide information on who was doing maximum parking.

Ms. Kester summarized that what she had heard was that there was not a public purpose for regulating underground structures if we address the issue of use in specific zones. Mr. Allen said he felt they needed to acknowledge that by not regulating them it would be generating more activity. Ms. Kester said that it seemed that in some zones there is concern with intensity of use. Mr. Pasin asked if there was some historical purpose to retain the WM and WC zoning boundaries as they are defined today. Mr. Allen said that WM came in 1991 and it was designed because all of the properties support upland and marina development. He stated that he felt that it's worked really well and it's a unique area. Mr. Pasin asked if maybe they should consider meshing the two. Ms. Malich said that there is R1 right across the street so she couldn't see meshing them. Mr. Pasin clarified that he was just trying to get input on maybe there should be more WM meshed into WC.

Ms. Kester said that they will probably not see a packet ahead of the next meeting and she asked that they get their ideas ready and solicit ideas from friends and neighbors.

## **ADJOURNMENT**

**MOTION:** Move to adjourn at 8:35 p.m. Derebey/Atkins – Motion passed.

CD recorder utilized:  
Disc #1 Track 1  
Disc #2 Track 1  
Disc #3 Track 1

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
June 21st, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Joyce Ninen, Jeane Derebey, Theresa Malich, Dick Allen and Harris Atkins. Design Review Board members Kae Patterson and Rick Gagliano were present. Commissioners Jim Pasin and Jill Guernsey were absent. Staff present: Jennifer Kester, Tom Dolan, 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 adopt minutes of May 7<sup>th</sup> with typographic corrections.  
Ninen/Atkins – Motion passed unanimously.

**MOTION:** Move to adopt the minutes of May 17<sup>th</sup> – Ninen/Atkins – Motion passed unanimously.

**WORK STUDY SESSION**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 (ZONE 06-1386)** – Presentation and discussion on underground garages.

**20-Minute Presentation: David Boe, Boe Architects**

**20-Minute Presentation: Dave Freeman, Snodgrass Freeman**

Mr. Dolan explained that in January there had been a discussion of underground garages and it is on Tier one of the planning commission work program. This subject has been delayed due to the design review process improvements; however, we wanted to have a presentation by local architects to go over some of the design issues with underground structures. He stated that it is unknown as to whether this subject will come back before the commission before October.

David Boe gave a presentation and highlighted his understanding of the code. He stated that as an architect he frequently looks at a city's comprehensive plan first before the regulations in order to determine the goal. He went over several point in the city's comp plan that uphold the desire for underground parking such as the statement "avoid excessive parking along the waterfront". He also emphasized that the shoreline master program addresses these issues and states the same thing. He illustrated a typical office building along the waterfront and how much parking would be required. 10 parking stalls require 4000 square feet of area and would essentially require a variance. He offered that it may not be necessary to require as much parking. He stated that the building code actually has a definition of a basement and that it could be used as underground parking. He recommended that when they draft the regulations that they "test" them on a project and see if they work.

Dave Freeman distributed an illustration of the elements of underground parking and how it reduces the visibility of parking and lowers impervious coverage. He stated that he felt that if they were allowed to not be counted toward the building size limitation it would result in a more aesthetically pleasing street front. He went over an actual project on the corner of Harborview and Soundview and that they were hampered by the inability to not count underground parking in the total building size. He stated that underground parking can have a separate entrance and an exit to avoid the large opening. He also showed what could happen with the QFC parking lot if you could put the parking underground and add more retail.

Mr. Allen asked if they were asking that this be applied to a residential area and Mr. Freeman said that he was focusing on the DB zone. Theresa Malich said that there is a fear that it would creep around the bay and intensify the use in other areas where people live. She felt that it would be great to apply in the commercial areas.

David Boe pointed out that they are using the wrong mechanism to deal with that fear. Mr. Allen said that he felt they were increasing the intensity of the use and that in residential areas it would be out of place. Mr. Boe said that is not the way to control intensity of use, instead say that in these areas these uses are not allowed.

Mr. Gagliano said that this particular rule was written without consideration with construction. Ms. Malich asked if the same size of the building would have a higher intensity with an underground parking garage because it then allows a larger building. David Boe said if your concern is with size of the garage then limit the number of parking stalls, have a minimum and a maximum. He pointed out that in some European cities they have all their parking underground and have their downtown squares entirely pedestrian. Mr. Freeman illustrated that the area around QFC could be just like that.

Rick Gagliano pointed out that if you surround the Russell building with 3000 square foot buildings it will only look larger.

David Boe again reiterated that the garage is not where you control the use, traffic and intensity. Discussion followed on the need for a cohesive vision for the City and the visioning process held in 1992.

Chair Theresa Malich called a recess at 6:30 for 5 minutes. Ms. Malich reconvened the meeting at 6:40 p.m.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 - Discussion of Phase 2 of the Design Review Process Improvements.**

Ms. Kester went over the goal for the next item on the agenda. She talked about the possible sub areas and the need to define how each of the areas are special and what it is that makes them special.

Kurt Latimore then went over what the Planning Commission had accomplished so far and how these sub areas tied into those changes. He noted items that from a process standpoint seem to impact time frames.



Retaining walls  
Zone transitions  
Front setbacks  
Garage – De-emphasize  
IBE/800'  
SR 16 screening  
Public/private  
Trees

Ms. Kester then had them break up into small groups for 20 minutes after which time they came back together with their ideas for sub areas.

Ms. Kester went over the sub areas developed by one group and Mr. Dolan went over the areas proposed by the second group, discussion followed on the similarities found by both groups.

Rick Gagliano pointed out that it would be helpful to see topography.

Ms. Kester asked for everyone give a couple of characteristics for each sub area.

Purdy – stop off point, services, potential for its own community  
North Residential – lot sizes bigger, starts to feel rural, trees, suburban, pedestrian plateau  
Gig Harbor North – pedestrian, commercial, trees, large buildings, medical services, regional attraction  
Employment – industrial, services, not pretty, off the beaten path, wetlands, potential for screening  
View Basin – protection, views, historic, heritage, tree line definition, ridgeline definition,  
Finholm - best view, mixed use, hilly, retaining walls, second downtown, head of the bay, height and trees are just as important, newer architecture,  
East bay - residential, large buildings, net sheds, maximize  
Millville – history, homestead, culture, roots, built in the same era, mixed use, maritime, industrial fishing, water activities, net sheds, transition  
Downtown – needs protection, historic, vibrant, retail, tourist, parks, focus on small town retail, neighborhood commercial, first floor should be retail/restaurant  
Residential – parking slows people down, pedestrian, protection, topography, historic, density protection, mixed  
Kimball Wollochet – ridge, business district, low impact, landscaping, city services, transportation area, married to the freeway, signage low key, street trees, serpentine building, melding the R-1, transition  
Westside residential – suburban, newer, trees, large lots, no views, retirement communities, quick access to services,  
Westside commercial – services, retail, landscaping, parkway, trees, hotels, primary commercial area, worst traffic, connections, hodge podge of designs, how do make it cohesive – do it with accessories rather than building design, no pedestrian connectivity, differing scale.

## **UPCOMING MEETINGS**

July 5<sup>th</sup> – Cancelled

July 19<sup>th</sup> – Public Hearing

Mr. Atkins asked if we will have visual aids for the public hearing and Ms. Kester answered that staff will provide visual information along paper to write on. She then stated that Monday is the 2<sup>nd</sup> reading of the Design Review procedures amendment and updated them on council's concerns. She emphasized that it would be helpful for as many of them to attend as possible to help explain why this was being proposed.

### **ADJOURNMENT**

**MOTION:** Move to adjourn at 8:10 p.m. Derebey/Ninen – Motion passed unanimously.

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
November 15, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Jill Guernsey, Joyce Ninen, Theresa Malich, and Dick Allen. Commissioner Jeane Derebey was absent. Staff present: Jennifer Kester, Tom Dolan, and Diane Gagnon.

**CALL TO ORDER:** 6:00 p.m.

**APPROVAL OF MINUTES**

Minutes from September 20<sup>th</sup> and November 1<sup>st</sup>, 2007.

Commissioner Joyce Ninen asked for clarification of a sentence on page 4. It was decided to remove the sentence.

**MOTION:** Move to approve the minutes of September 20<sup>th</sup> as amended. Allen/Ninen – motion passed unanimously.

Commissioner Harris Atkins pointed out a typographic error on the last page and asked that the specific issues he had cited regarding the work plan be referenced.

**MOTION:** Move to approve the minutes of November 1<sup>st</sup> as amended. Ninen/Atkins – Motion passed unanimously.

Commissioner Guernsey asked that the amended minutes be sent out to everyone.

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335**

Senior Planner Jennifer Kester stated that the goal of the meeting was to continue the discussion on underground garages and perhaps get a recommendation to the City Council as to what (if anything) should be done in regard to this issue.

Ms. Kester went over what issues they had discussed prior. Mr. Pasin stated that he would like everyone to voice their beginning thoughts. Ms. Kester began by reading Jeane Derebey's e-mail, noting that she had stated that she did think there should be different standards for the downtown and waterfront areas as opposed to other parts of town. Additionally, Ms. Derebey's e-mail stated that possibly the numbers of stalls could be limited and that there should be a discussion of the entrance location to any underground garage. In regard to the definition, Ms. Derebey stated that she did want to look at what would be considered the grade to be measured from and what was underground. She also stated in her e-mail that she would remove the underground area from the gross square footage only if below grade.

Mr. Atkins stated that he agreed with much of what Ms. Derebey had said in her e-mail and that he had done some research on other communities. He stated that he liked the idea of underground garages and may consider exempting other requirements for example exceeding foot print requirements if doing an underground garage. He said he was not quite as sure about that when talking about a waterfront zone and stated that we need to be sure they are appropriate there. Mr. Atkins cautioned that they needed to be sure that they don't disrupt the current character of the neighborhoods. Additionally he said he would like to look at each of those definitions, but he was not sure he agreed with the definition of grade and what constitutes a basement or underground.

Ms. Guernsey expressed that she did not have a problem with underground garages but they may not be appropriate everywhere and felt that some regulation was needed.

Commissioner Dick Allen stated that underground parking is about intensity of use and it promotes the intensity of use. He stated that he could see it in DB or in commercial areas but not in the waterfront areas. He said that along the waterfront there are no front or rear setbacks and no restriction on impervious since the tidelands usually provide that, so it allows for more intense use. Mr. Allen felt that to consider underground parking in those waterfront areas would intensify the uses and noted that this is a mixed use area with R-1 zoning across the street.

Mr. Pasin stressed the need to look at the downtown core and the objectives that they have then ask the question if we want to maintain an old environment that may die or create a new environment with more life and parking is an important part of that. He went on to say that the other part of the downtown is that there is limited land and do you want to pave it over for parking. Mr. Pasin noted that some of the definitions have been troubling for some time, and noted that there is a difference between residential and commercial. He then asked about a basement in a commercial building and emphasized that there needed to be areas like that. Mr. Pasin went on to discuss what is finished grade and original grade and noted that here are some areas where special applications are necessary as we have slopes that are not really natural due to how a road was put in. He stated that he thought it was impractical to say there is a maximum number of parking spaces for a use. He then spoke about how he hoped they could get some input from the community and especially from the Main Street Association.

Joyce Ninen said that she was perplexed by the City Attorney's memo where she brought up the maximum parking requirements and asked if the main idea was to manage storm water. Ms. Kester said yes, storm water, aesthetics and encouraging transit options. She asked about how it works in Pierce County and was it tied to underground parking and Ms. Kester said no, it was just parking in general. Ms. Ninen said she was in favor of underground parking and she felt that we needed to look at alternatives to above ground parking especially in commercial areas. She said it doesn't necessarily have to be 100% underground and didn't feel that it needed to be included in the gross floor area. Tom pointed out that it couldn't be 100 percent

underground and she agreed that it wouldn't have to be more than 50% underground. She asked about the definitions of existing grade and finished grade and suggested that we look at definitions from other jurisdictions.

Ms. Malich said she had no problem with underground garages in the downtown and thought they should not be included in gross floor area but it should be looked at as to where they are allowed. She stated that the definitions do need to be looked at. Additionally she noted that the downtown definitely needs more places to park and the good way to do that would be to put the parking underground.

Ms. Kester noted that on the first page of the packet dated January 12<sup>th</sup> were the items that were part of the original motion and in the Memo dated January 25<sup>th</sup> were the questions for discussion. She then asked the Planning Commission to address the question of where is the legitimate public purpose in regulating something underground.

Ms. Guernsey stated that there is more involved in aesthetics besides what you can see. Ms. Malich stated that people are concerned about the size and scale of buildings on the waterfront. Mr. Atkins noted that if you put the parking underground perhaps the use is expanded. The size of the structure is the same, but the use is increased. Ms. Guernsey said that she believed intensity of use was not the same as the size of the structure, intensity of use is the difference between single family and multi-family. She went on to say that the use is defined by the zoning code and the use is regulated that way, the only thing that is changed is the design of the structure. Ms. Ninen noted that when you calculate the square footage of a house for tax purposes you don't count the garage. Mr. Atkins noted that the facility would have more utility if you can have the same size structure but now you don't have to include the garage. Additionally he noted that the intensity of use is controlled by other regulations. Ms. Kester agreed, noting that you have to show traffic, sewer and water concurrency. It doesn't change the use, but it may change the amount of use. Ms. Guernsey said that most jurisdictions refer to intensity when discussing the types of use not the amount of use. She further illustrated by saying if someone was doing a professional office building and they have a square footage limitation, we don't say you can't have more than so many offices. Mr. Pasin said that we have vacant land today because they can't meet the parking requirement and do we want to leave the downtown area with these vacant parcels by not allowing underground parking.

Chairman Theresa Malich said that she was hearing a consensus about allowing the underground garages in DB. Ms. Kester said that they had discussed that at some point and that they had decided that the waterfront zones should be more limited and that underground garages could be allowed in other zones. Mr. Pasin said that the definition of gross floor area should be redone and that underground garages should not be included in gross floor area. Mr. Atkins stated that the only reservation he had about the three waterfront zones was that we might somehow allow buildings to become larger and a lot of time has been spent on these size restrictions. He went on to say that he didn't see anything that would cause that to occur, but wanted to be sure. Ms. Kester said that a lot of the information on building footprint size was calculated using

buildings without underground garages. Ms. Malich noted that sometimes parking lots allow view corridors. Ms. Kester further explained how the data for the building size analysis was calculated. She went on to say that today's code actually creates smaller homes than what was allowed historically. Mr. Dolan pointed out that we are talking about DB, the three waterfront zones, RB1 and B2 where there are gross floor area limitations. Ms. Kester noted that there had been discussions of how this impacts a retail development having to include the garage in the B2. Mr. Dolan stated that it would be helpful to know what zones they would like to focus on. Mr. Allen said that he felt there had been community concerns about having another Russell building. Mr. Pasin said that he felt that this was a city wide issue and was just as important in other zones as in the waterfront. Ms. Guernsey stated that she had heard Ms. Kester asking if throughout the city underground parking would not be included in the gross floor area but we want to include it in the performance standards of some zones and asked how we would include it in the performance standards and Ms. Kester gave an example. She illustrated what the definition could say. Ms. Guernsey asked if the definition said that the gross floor area did not include underground garages then in some zones how would you deal with them. Ms. Kester said that you would have to have the underground garages included in the gross floor area in some zones and not in others. Ms. Guernsey said that we would need to discuss the basis for that, aside from visual. Ms. Kester agreed and referred to question #1. Mr. Pasin pointed out that the uphill side of Harborview is R-1 and WR on the other side. He went on to ask why you would allow an underground garage on one side and not on the other. Ms. Ninen answered because of scale and talked about matching new to existing in order to maintain the scale of the neighborhood. Mr. Allen said that the pedestrian who walk along that street are looking at the water not over at the R-1. Ms. Ninen noted that if you are on the waterfront paying huge taxes you should be able to use the property to the fullest extent. Mr. Allen said that he didn't think people would actually park in a dark garage, causing more street parking.

Ms. Guernsey talked about scale and the impact on the aesthetics of the community; it is more than just appearance and size. Ms. Ninen noted that not all lots are suitable for underground garages.

Chairman Malich called a 5 minute recess at 7:22 pm. The meeting was reconvened at 7:30.

Ms. Kester reminded everyone that they had left off with what was the public purpose for regulating underground garages. Mr. Allen said that the waterfront zones are all double use properties now, all those lots except two serve residential and moorage. The parking situation with that is unique because there is already more intensity and they are already receiving more allowances. Ms. Kester noted that some of those standards may change when we update our shoreline master program. Ms. Malich noted that there is a requirement for parking for each moorage slip. Ms. Kester stated that WM parking requirements are different from the other waterfront zones. Ms. Ninen said that the thoroughfare activity that goes on in the waterfront area creates more traffic and pedestrian activity. One of the goals of the city is to encourage pedestrian

activity and that presents a consideration about ingress and egress. She further stated that the DB really needs some breaks when it comes to parking and emphasized the need to get the input from the main street group. Mr. Atkins pointed out an article from the Gateway editorial section that talked about parking. Mr. Dolan said that the main street group had stated that one of their first priorities will be to do a parking study of the downtown. Ms. Kester noted that also some of these larger questions will be part of the downtown sub area plan. Ms. Ninen asked if the shoreline master program changes could change the ability of someone to put in an underground garage. Mr. Dolan said that this conversation will drive what happens in the shoreline master program. Discussion continued on the shoreline master program update.

Ms. Pasin said that the input from the main street group had to be weighed against the people who own the buildings in that area. Ms. Kester agreed and emphasized that the council will ultimately decide.

Ms. Kester said that she would bring a new definition of gross floor area excluding garages. Mr. Pasin asked about basements, stairwells, etc. Ms. Kester further explained the definition. Mr. Atkins said that he would just like to deal with the portion that is underground.

Mr. Allen asked what has happened that has caused Council to bring this back before the Planning Commission. Ms. Kester said that there had been several projects that illustrated how the current standards worked and weren't necessarily the result that council was hoping for. She also noted that there had been proposals that haven't gone through because of these issues. Ms. Malich emphasized that the people don't want huge buildings. Mr. Pasin stated that the definition needs to address these utility rooms, etc. Mr. Atkins asked why when we are trying to examine the underground issue. Ms. Kester clarified that if something is underground then it shouldn't be included in the gross floor area. Mr. Pasin said that he didn't think the equipment room should count regardless. Ms. Kester reminded everyone that the council's direction was to look at underground garages. She stated that if the Planning Commission wants to express some further desire to look at other issues then she would have to get Council's blessing. Ms. Kester read from the motion where it addressed underground basements. Ms. Malich said she just wanted to deal with the underground portion of buildings. Ms. Guernsey said that she also would like to see different examples of how underground is defined. Ms. Ninen said that we should be talking about underground structures not just garages. Ms. Malich said that elevator shafts and stairwells should not be exempted but underground should be exempted.

Ms. Kester reiterated that they want to talk about what is underground and will bring back examples and then they will discuss the waterfront issues. Mr. Dolan said that they would also look at what the building code defines, as when there are differences it can cause a problem.

## **2. 2008 Draft Work Program**

Ms. Kester discussed the draft work program she had put together looking at a quarterly docket. Ms. Guernsey asked about the second bullet in the first quarter. Ms. Kester explained the council proposal. Mr. Dolan additionally explained some of the existing problems. Ms. Kester then went over the other proposals on the list. Discussion was held on organizing the quarters into binders for everyone. Ms. Kester said she would bring this draft work program to the Planning and Building Committee on the 3<sup>rd</sup> of December. She asked if there was anything that they felt should be moved into another quarter. Mr. Atkins asked when the Planning Commission could recommend comp plan amendments in order to meet the deadline. Tom Dolan said that we would need it by January. He said that we could add that subject to the next agenda to give everyone a chance to add any. Mr. Pasin said he would like to move the RB1 issue into the 2<sup>nd</sup> quarter. Ms. Guernsey agreed that it should be moved up. It was agreed to move residential design standards into the 2<sup>nd</sup> or 3<sup>rd</sup> quarter and put RB1 into the first quarter. Ms. Kester noted that on the second page there are things that are not in a quarter but need to be categorized at some point.

### **UPCOMING MEETINGS**

December 6th, 2007 at 6:00 p.m.

### **ADJOURNMENT**

**MOTION:** Move to adjourn at 8:15 p.m. Allen/Atkins – Motion passed unanimously.



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
December 6th, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Jeane Derebey, Joyce Ninen, Theresa Malich, and Dick Allen. Commissioner Jill Guernsey was absent. Staff present: Jennifer Kester, Tom Dolan, and Diane Gagnon.

**CALL TO ORDER:** 6:00 p.m.

**APPROVAL OF MINUTES**

**MOTION:** Move to table the minutes of November 15<sup>th</sup>, 2007 until next meeting. Ninen/Malich – Motion passed unanimously.

**OLD BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

At this meeting the Planning Commission will specifically review:

- An amendment to the gross floor area definition to exclude underground structures
- Current and potential definitions for the term “underground”

Senior Planner Jennifer Kester went over the issues that had been discussed at the last meeting, creating definitions and amending the gross floor area definition to exclude underground structures. She went over the proposed amendment to the definition of gross floor area and noted that she had added a section regarding how gross floor area would be calculated for the purposes of determining off street parking requirements.

Commissioner Harris Atkins suggested that they should understand their goal prior to moving forward. Ms. Kester said she had heard that from the last meeting that the Planning Commission was trying to allow underground structures to not count toward the gross floor area in certain zones. She added that they had talked about modifying the performance standards in WM and not making this change there.

Chairman Theresa Malich noted that residents on the water are counting their tidelands as pervious coverage and therefore can build a larger structure. Ms. Kester noted that the upcoming changes to the Shoreline Master Program might change those things. Mr. Atkins asked if when this comes back will they look at the zones and talk about the

building size. Ms. Kester said yes, and suggested that they think about this as a city wide activity knowing that after the council looks at this further then they will continue discussion. Mr. Allen said that he felt that this should be adopted only in the areas where you want it to apply. Ms. Ninen pointed out that when we look at the sub areas we will look at these particular things. Planning Director Tom Dolan said that they will not be brought to council for adoption until the performance standards have been worked on also. Additionally, it was noted by Ms. Kester that there are only a few zones that have gross floor area limitations.

Commissioner Jeane Derebey said she wasn't sure she liked the wording about unfinished attics regardless of headroom not being counted. Mr. Atkins proposed removing the word attic and the reference to headroom and let the building code regulate that. Ms. Kester further explained the regulations regarding the building code. She made a note to include habitable attic space.

Mr. Atkins asked about the definition where it says that gross floor area includes basement. He suggested that it be included unless it's underground. Ms. Kester suggested that they revisit this topic when they have the definition of underground nailed down. It was decided to make the definition consistent with the building code to assure there are no loop holes. Mr. Atkins further suggested removing "from the centerlines of division walls"; he thought perhaps it should say "common walls". Dick Allen asked what was meant by penthouse floors. Ms. Kester explained that refers to large mechanical equipment rooms on the top of buildings.

Ms. Kester illustrated a possible scenario and asked what portions would have to be underground to meet the definition. Mr. Atkins explained the method used by Mercer Island. Ms. Kester went over other possible scenarios. Ms. Derebey said she was in favor of being straight forward and if any of it was seen then it's not underground. Ms. Ninen pointed out that the issue with garages is that there has to be an access. Ms. Kester said that in Seattle they have a limitation on how big the access can be.

Mr. Allen asked if the issue of finish grade would cause people to severely alter the grade to accomplish this and Ms. Kester noted that they must respect natural topography. She continued by explaining the Design Manual requirement and that height is measured from original grade.

Randy Boss asked how the access would be handled if it wasn't visible and if these standards would apply to residential versus commercial. Ms. Kester explained that these would be city wide definitions and the performance standards would be looked at in each zone.

There was further discussion on the limitation of the access, limiting the width and the number of access points. Ms. Derebey suggested limiting the access to a total number no matter the number (i.e. 24' total exposed access) of access points. Mr. Allen asked what the standard driveway width was and Ms. Kester said that she would consult with the Engineering Division on these widths. Mr. Atkins said he liked referencing existing

grade. Ms. Derebey said she like using natural grade. Mr. Atkins asked why not say natural or finished whichever is lower, everyone agreed. It was decided that the definition should be for underground buildings.

Jim Pasin arrived at 6:50.

Commissioner Pasin asked if it was realistic to say that it had to be entirely underground. Ms. Derebey said yes, and that they can have it partially exposed but it would have to be counted toward their gross floor area. Ms. Kester pointed out that it had been discussed before Mr. Pasin arrived. Mr. Dolan said that it was acknowledged that it may limit how often an underground structure could work. Additionally, Ms. Kester explained that there could be areas that will count towards the gross floor area and portions that won't. Mr. Pasin said that he didn't feel that this definition bought much. Ms. Malich said that wanted to listen to public input. Ms. Kester pointed out that this definition did speak to the concerns raised by the City Attorney.

Ms. Kester then went back to the basement issue now that they had defined underground. Mr. Atkins noted that underground buildings and basement could be the same or different and asked about entirely below ground and whether that would allow a window. Ms. Kester said that she hadn't intended that. Mr. Atkins asked why use the word basement and Ms. Kester said she would search the code for the word basement.

Theresa called a 2 minute recess and the meeting was reconvened at 7:04 pm.

Ms. Kester said that basement is used to define story but is not used on its own. She noted that it isn't considered a story if it's below grade.

It was decided to remove "basement" from the definition of gross floor area. Ms. Derebey asked who was proposing the removal of basement and asked for a further explanation. Mr. Atkins explained that it seemed confusing to reference basement and underground. Ms. Kester said that she wanted to think about this further.

Mr. Pasin drew an example of a building with two feet of exposed foundation for basement space and Ms. Kester said that it would count toward gross floor area. Everyone agreed that it may be a problem since you can't have wood touching the ground. Ms. Kester said that she would talk with the building official and maybe it could be limited to 18" or 2'. Ms. Derebey pointed out that if they didn't say basements count people are going to think that basements don't count. Ms. Derebey suggested that perhaps the Building Official Dick Bower could come to the next meeting. Ms. Kester illustrated how the definition could be interpreted. Discussion followed on what a portion thereof meant to everyone and Ms. Derebey said that she thought it meant the portion of a building. Ms. Ninen said that she believed that the portion of the story could be excluded. Ms. Malich said that she thought that given all the grades around here that may be too restrictive. Mr. Pasin drew an example where the grade goes in both directions. Mr. Dolan said that he was confident that it could be calculated either way and then require the surveyor to show the area that is underground.

Mr. Pasin asked what they were trying to restrict and Mr. Atkins replied that they were trying to provide a benefit that would be easy to manage and predictable. Ms. Derebey said that she recalled that the City Council was most concerned with defining underground.

Everyone agreed that it needed more thought. Mr. Allen asked about the moving of large amounts of dirt and Mr. Dolan replied that it had been agreed that it could be natural or finished whichever is lower.

Ms. Malich asked if there was anything else on floor area, there was nothing more. Ms. Kester said that at the next meeting they would talk about these issues more and also further discuss parking. She asked that at the next meeting they wrap it up so that she can get a memo to council for more direction.

## **2. Discussion of potential 2008 Comprehensive Plan amendments to be proposed by the Planning Commission.**

Harris Atkins referenced the Comprehensive Plan sections 2.82 and 2.8, the Land Use section. He stated that it talks about the land use map and says maintain a coded map overlay which designates the future planned state of the planning area. He noted that when you look at the land use map there are several areas that don't correspond to the zoning. Specifically he mentioned an area off Soundview near Spinnaker Ridge where he didn't think the city would want that designated medium density when the surrounding area is low density. He went on to say that the other area is around the historic downtown and the land use map says the preferred density is residential low and it is zoned multi-family. He expressed that it seemed like the city ought to be encouraging more density around that downtown area. Mr. Atkins stated that he would like to see the comp plan map updated to make them consistent. Ms. Kester said that it could be done within the view basin plan but that wouldn't necessarily cover all the areas, so if the Planning Commission wanted to make a recommendation staff will take it to Council. She asked if they wanted to do it for all the areas that are inconsistent and they agreed it should be for all the inconsistencies. Mr. Pasin noted that they had to be sure that they are not doing something backwards (i.e. changing the comp plan map to reflect zoning). Mr. Atkins agreed. Ms. Kester noted that the first quarter was a pretty aggressive schedule. She also pointed out that anything that would be made a higher land use designation would run into a problem because of the lack of sewer capacity. Mr. Derebey said that they just have to start by identifying them and go from there.

## **UPCOMING MEETINGS**

December 20th, 2007 at 6:00 p.m.

## **ADJOURNMENT**

**MOTION:** Move to adjourn at 7:40 p.m. Derebey/Ninen – Motion passed unanimously.

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
December 20th, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Jill Guernsey, Jeane Derebey, Joyce Ninen, Theresa Malich, and Dick Allen. Commissioner Harris Atkins was absent. Staff present: Jennifer Kester, Tom Dolan, Dick Bower and Diane Gagnon.

**CALL TO ORDER:** 6:00 p.m.

**APPROVAL OF MINUTES**

**MOTION:** Move to approve minutes of November 15<sup>th</sup> with a typographical correction on the 1<sup>st</sup> page. Guernsey/Ninen – Motion passed unanimously.

**MOTION:** Move to approve the minutes of December 6<sup>th</sup> with a typographical correction on page 2. Ninen/Allen – Motion passed unanimously.

**OLD BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

Building Official Dick Bower went over building codes as they relate to underground structures addressing attics and gross floor area. He stated that attics by definition are from the bottom of the trusses to the actual roof framing if you have bonus room trusses they are not counted as attic space. Mr. Bower went on to say that under the building code if you count it as storage it has to have certain head space and other requirements and if there is unfinished space in an attic, then it really isn't counted toward gross floor area. Senior Planner Jennifer Kester said that Mr. Bower had suggested putting a head room definition within the definition of attic. Mr. Bower added that when you get to the point of 7' then it is habitable space. He then went over the definitions of habitable versus livable.

Commissioner Jeane Derebey arrived at 6:10.

Discussion followed on rooms where there is only seven feet head room at the peak. Mr. Bower said that only the area that has seven feet of head room would be counted. Commissioner Jill Guernsey asked about the definition of attic and unfinished space asking for clarification on finished space with less than seven feet of headroom. Planning Manager Tom Dolan presented a scenario where there is a daylight basement

with a top floor with head room of 6'11" that is not going to count under the building code.

Commissioner Jim Pasin asked why do we care. Ms. Kester noted that the addition of dormers and things can change the bulk and scale of a building. Mr. Pasin noted that the Design Manual does require dormers in some instances to break up a roof plane. Commissioner Dick Allen pointed out that someone could have additional square footage without counting it and Mr. Pasin replied that there is still a roof whether it's finished or unfinished space and there is a height restriction. Commissioner Joyce Ninen pointed out that the gross floor area limitation only applies in the waterfront zones. Mr. Dolan noted that it does reduce the bulk of the building by counting space that is less than 7' of head room. Ms. Malich said that there could be a 3500 square foot building with an attic that they could finish off later. Mr. Dolan noted that a 6/12 roof pitch is required. Mr. Allen said he liked the idea that if the space is finished it should be counted.

Ms. Guernsey suggested leaving it at 7' and finished or unfinished since people are going to do what they want after the fact. Mr. Dolan reminded everyone that they are really just talking about the waterfront zones of WM, WR and WC where there are building size limitations. Ms. Kester noted that it had to be more than 24' feet wide with a 6/12 pitch roof to have a room that has more than 7' of head room. She suggested removing the word unfinished since it can't be regulated. Ms. Ninen suggested saying finished or unfinished and everyone agreed. Mr. Pasin said he still didn't understand why it should count. It was decided to change the definition of attic to say finished or unfinished and exclude attics from gross floor area.

Ms. Kester then went over the proposed definition for underground building. She reviewed the question from last meeting asking if the stem wall sticks up 18" and is not totally underground does that count toward gross floor area. Mr. Bower explained that those 18" could be insulation or space between roof and floor and the entire floor could be built entirely underground. He further explained the construction of a stem wall and how the entire lower floor could be below ground. He drew an example and added that the minimum space between the wood and ground is 6".

Mr. Dolan asked about window wells and Mr. Bower explained that a legal basement must have a door or an egress window. Ms. Kester noted that she had added that below grade window wells required for ingress/egress are not included in the calculation of access in the definition of underground building. She also noted that 20' is enough width for fire access but that 24' would meet the parking standards. Mr. Bower noted that it would be better to use the words rescue and escape rather than ingress/egress since those are the words used in the building code.

Mr. Pasin asked if the rest of the Planning Commission felt that if 6" of the underground portion is showing it should be counted. The commission noted that they had initially discussed it having to be completely underground. Ms. Kester noted that there would have to be a limitation on it (i.e. limit it to 6") and asked if there was a number that's

okay. Mr. Pasin asked why, and Ms. Kester explained that we are trying to give an allowance for structures underground and there has to be a definition in order to know what to allow.

Ms. Ninen said that there it is a better utilization of the land when they can build underground. Ms. Kester noted that these definitions will be city wide and can be ratcheted down for the waterfront. Zones B-2, RB-1 and DB are where there are gross floor area limitations along with the waterfront districts. Ms. Malich said that she didn't have a problem excluding underground structures in areas like B-2 and RB-1, but she did have a concern in waterfront zones. Mr. Dolan suggested that they just talk about the areas that are not along the waterfront and look at the waterfront areas when they look at the shoreline issues in 2008. Mr. Dolan said that the current regulations could remain in the waterfront zones. Everyone agreed that that made sense.

Jeane Derebey asked which definition of underground building did everyone prefer, the one which said "entirely underground" or "a portion thereof". Mr. Pasin stated that he didn't feel that entirely underground would allow for underground parking since there are so many properties that have a slope. Mr. Dolan asked Mr. Pasin how much of a structure could be above ground and still not be counted. Mr. Pasin asked how the calculation would be made and Ms. Kester explained how it could be calculated using the topography lines. Ms. Derebey asked if Mr. Pasin was saying that if there was parking underground, no matter what, it shouldn't count and Mr. Pasin said yes. Ms. Kester said that Mr. Pasin is saying that the entire first floor could be parking and not count.

Dick Bower left at 7:15 pm.

Mr. Pasin gave an example of the QFC site and how it could be utilized with underground parking. Ms. Kester went over the history of how the code had read over the last 2 or 2 and half years.

Ms. Malich expressed that she was okay if it's underground and it's parking it shouldn't count but if it's not parking then it should count. Ms. Ninen pointed out that the City Attorney had said that we can't really regulate the use since if it's totally underground what's the difference. She stated that she felt they needed to give the developers a cookie to encourage them to put parking underground, like 30%. Ms. Kester explained how the proposed definition would work and how it would work if they used 50% of the volume.

Mr. Dolan asked for a percentage of the lower floor that needs to be underground in order to be exempt from gross floor area.

Ms. Kester went over the definitions from Bellevue and Seattle. Mr. Pasin said that Bellevue and Seattle are not good examples.

Ms. Ninen noted that it would be very subjective to come up with a percentage that would allow the entire floor to not count.

Ms. Ninen and Ms. Malich expressed that they liked the proposed definition. Ms. Ninen noted that this will not impact current buildings. Ms. Kester added that there is a 65,000 square foot limit in C-1 but that it only applies to commercial/retail not office use.

Mr. Pasin stated that the theatre couldn't build underground parking. Chairman Malich reminded Mr. Pasin that the square foot limitation was not on the table at this time. Mr. Allen expressed that he agreed with the proposed definition. Mr. Pasin said he disagreed.

Ms. Guernsey asked that Ms. Kester write another definition using the 50% calculation as she didn't like either definition.

Ms. Ninen pointed out that this commission speaks for the entire community and that builders are part of the community.

Mr. Pasin expressed his disapproval of the 65,000 square foot limitation and restricting underground buildings.

Ms. Derebey felt that the proposed definition using "entirely" was the best way.

Ms. Kester reminded them that this is going to go to Council before a public hearing so it really is just a suggestion. Ms. Guernsey said that she didn't really think either of the definitions worked and would like to hear from the public.

Four of the six present agreed that the proposed definition worked the best.

Ms. Kester offered to put together a memo to council saying that after much discussion this is what we think is a good start and would like to hold public meetings.

Ms. Guernsey suggested rearranging the definition to make it clearer. Ms. Kester agreed to look at the definition to make it clearer.

### **UPCOMING MEETINGS**

January 3<sup>rd</sup>, 2008 at 6:00 p.m. – 2008 Work Schedule

Ms. Guernsey stated that she would be late to the January 3<sup>rd</sup> meeting and Ms. Malich indicated that she might not be able to make it.

### **ADJOURNMENT**

**MOTION:** Move to adjourn at 8:20 p.m. Pasin/Guernsey – Motion passed unanimously.



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
January 3, 2008  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Jeane Derebey, Joyce Ninen and Dick Allen. Commissioners Theresa Malich and Jill Guernsey were absent. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon.

**CALL TO ORDER:** 6:00 p.m.

**APPROVAL OF MINUTES**

It was decided to reference the waterfront zones specifically on page 2 2<sup>nd</sup> paragraph and to remove the phrase "if they meet that definition" as it was redundant. Commissioner Pasin asked for clarification of a sentence in the first paragraph on page 3 and it was decided to remove the second half of the sentence which said "and Ms. Kester added that we could add a specific definition" and replace it with "in the waterfront zones". Mr. Pasin also pointed out that he meant to express his disapproval of the 65,000 square foot limitation rather than 35,000 as stated on page 4.

**MOTION:** Move to approve minutes of December 20<sup>th</sup>, 2007 as amended. Ninen/Pasin – Motion passed unanimously.

**OLD BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 –**  
Proposal by the City Council to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

Senior Planner Jennifer Kester went over her memo on underground structures and an e-mail from Randy Boss. She stated that she hoped to have them review the memo and then develop a memo to the City Council at the next meeting.

2. **Introduction of the first quarter work program:**

- Implementation of Neighborhood Design Areas in Design Manual
- Grandfathering Nonconforming Structures Inside and Outside the Waterfront Zones/ Triplexes in R-2 zone
- Removal of Mixed Use District Overlay and determination of appropriate underlying zoning
- Limiting Office Uses in Waterfront Millville
- Appropriateness of RB-1 zoning district locations and allowed uses

Ms. Kester went over the first quarter work program, explaining that the work program won't get final approval until the City Council meeting of January 14<sup>th</sup>. She then gave a brief overview of each item in the first quarter, noting that the proposals do not have to be done in any specific order and that there will be one public hearing for all of them.

#### Implementation of Neighborhood Design Areas in the Design Manual

Ms. Kester talked about some of the proposals included in this amendment and that one of the issues were what do we do where neighborhood design areas meet.

Commissioner Jeane Derebey said that she thought that this would be difficult without knowing exactly what the design criteria would be in each area. Ms. Kester stated that she thought the opposite was true as the criteria would be difficult to develop if we're unsure how they would be implemented. She went on to say that the goal within this quarter was to talk about what the intent was and how neighborhood design areas should be implemented. Commissioner Harris Atkins asked if we would try to identify criteria and who would review them and Ms. Kester said yes; however, it could be a very simple approach. Ms. Derebey supported approaching it from a simplified standpoint. Mr. Atkins noted that they would get to those specifics at a later date. Ms. Kester pointed out where there are commercial areas that are not necessarily abutting parcels but could be addressed with some kind of hatched area on the map. Planning Manager Tom Dolan suggested that staff could look over the map and come up with some real life examples and case studies to help the discussion. Mr. Pasin said that he thought that the other area where there will be a problem is when someone owns three parcels and maybe one is in one design area and two are in another. Ms. Kester agreed that that would have to be addressed as well, pointing out that it would additionally complicate the situation if someone did a Boundary Line Adjustment and now their parcel is in two different neighborhood design areas. Mr. Atkins expressed that they may not understand the transition areas between these areas enough to come up with a fool proof solution.

Ms. Kester noted that they could discuss this after completing the other four items in this quarter since they will result in a public hearing and text amendment; whereas, this is merely a discussion.

Commissioner Joyce Ninen asked if the neighborhood design areas will have its own section in the design manual and Ms. Kester said that yes it will probably be its own chapter. Mr. Pasin pointed out that if you read the residential section, historic district section and the zone transition section it will become apparent what some of the issues may be. Mr. Atkins suggested that they devote an entire meeting with some DRB members to discuss this issue. Ms. Kester also stated that it may need to be discussed with a sub group.

Mr. Pasin said that he felt that how the design manual gets organized relative to this issue will become very important. Ms. Kester agreed that it will be important to look at how it is organized and integrated.

Ms. Ninen stated that she thought it would be helpful to have a refresher course on the design manual. She asked which area Ms. Kester felt would be good to start with and Ms. Kester answered that she had thought northwest industrial would be a good one to start with. Mr. Atkins asked if that was an area of great demand and Ms. Kester said that it was the area that our design manual does the worst job being specific. Mr. Pasin said that he felt the standards were restricting development from the intent of the zone. Ms. Derebey asked if this item was something that should be dealt with in the first quarter and Ms. Kester explained the thought process behind the items in this quarter and that it would have to be brought before the Planning and Building Committee if they wanted to change it. Ms. Kester reiterated that in order to continue the discussion on Neighborhood Design Areas, the Planning Commission wanted examples of transition areas, a refresher on the design manual and to get Design Review Board members involved. Mr. Pasin pointed out that maybe the Planning Commission needed new design manuals. Ms. Kester said that when the new comp plan is printed staff will also get them new design manuals.

Ms. Derebey asked about the comp plan amendment for 2008 that Mr. Atkins had asked about, pointing out that the land use map does not really reflect to goals of the city. Mr. Dolan said that he felt that it was important that our land use map and zoning map are consistent. Ms. Kester noted that the hurdle will be concurrency because if we up the designation to something that increases the intensity it will require concurrency which we do not have. She noted that if we are lowering the designation it will not be an issue. Additionally, she stated that the 2008 comp plan amendments will be looked at in the third quarter. Mr. Atkins noted that the impact of these two documents being incompatible is that we are encouraging development that is inconsistent with current policies and goals.

#### Grandfathering Non-conforming Structures Inside and Outside the Waterfront Zones/Triplexes in R-2 zone.

Ms. Kester went over the proposal and reminded the commission of a previous discussion on this topic. Mr. Dolan noted that on January 28<sup>th</sup> the Council will be considering the draft ordinance on an interim solution and that they are expecting a recommendation from the Planning Commission on a permanent solution. She explained that currently (except in the shoreline area) if a structure is damaged beyond 50% then it can't be replaced. She further stated that there had been some discussion of whether or not people should be able to rebuild. She noted the information that she had provided outlining how many triplexes and fourplexes were in the R-2 zone, 33% of the dwelling units in that zone are nonconforming. Mr. Pasin stated that they had had some discussions during the formation of the matrix and asked that perhaps they could look at some of those notes. Mr. Dolan pointed out that there were some other items within the proposed ordinance that dealt with process changes.

### Removal of the Mixed Use District Overlay and determination of appropriate underlying zoning

Ms. Kester stated that this item had been on the work program for a couple of years. She noted that the City Attorney and the Planning and Building Committee had expressed the overlay should probably be removed. She further explained that if the overlay is removed it will effectively down zone some of the properties; therefore, we need to look at what the properties should be zoned. She stated that the MUD could become a zone; they could just leave the zones as they are or they could come with entirely different zones. Mr. Pasin said that what had always bothered him with this is that they don't seem to know what they really want in this area. Ms. Kester said there was a Mixed Use District land use designation in the Comprehensive Plan which might help. Mr. Pasin stated that with the advent of Harbor Hill Drive the vision for that area may not be the same. Mr. Atkins asked what the original intent was and Ms. Kester said that at that time there was a big push for mixed use types of development and for some flexibility. Mr. Dolan said that it isn't necessarily the uses that are allowed there that is the problem, but rather the process. Ms. Ninen said that mixed use zones are very popular and Ms. Kester said that the issue is just that people need to know what could be built next to them. Mr. Pasin said that the mixed use zones were really for more of an urban setting. Ms. Kester said she would bring the policies out of the comp plan to the next meeting to help with the discussion. She also noted that there had been a rezone to ED in the area. Ms. Ninen also noted that there is a proposed connection road and that it would make sense to have more retail development. Mr. Atkins said that once Harbor Hill Drive connects to Burnham it could really be a traffic issue if we add more retail uses here. Ms. Kester stated that traffic models that have been run have always assumed that this area is mixed use.

### Limiting Office Uses in Waterfront Millville

Ms. Kester said that this item had been around the longest, proposed in 2005. She noted that it had been proposed prior to the land use matrix and the applicant was proposing the office uses only be allowed as incidental uses in existing buildings. She noted that this had come about as a result of an approved 3500 sq ft office building that has yet to be built. Additionally, Ms. Kester noted that they would have to think about what is incidental. She noted that office uses also have different impacts than some of the other uses already allowed in this zone. Mr. Allen said that he thought that the 3500 sq ft limit solved the applicant's concerns. Ms. Kester stated that it had been pointed out to the applicant and they still wanted to move forward with this amendment. Ms. Kester then pointed out that this would make a couple of buildings nonconforming.

Acting Chair Harris Atkins called a five minutes recess at 7:25 pm. The meeting was reconvened at 7:30.

### Appropriateness of RB-1 zoning district locations and allowed uses

Ms. Kester stated that the Planning Commission had requested this back in 2006. She pointed out that she had provided the minutes and power point presentation that went to the Council on the RB-1 zones. Ms. Ninen noted that there were 12 RB-1 areas. Ms. Kester said that a lot of these items in this quarter will have heavy public involvement.

Ms. Kester then asked the Planning Commission which of the items they wanted to tackle at the next work study session.

Ms. Derebey stated that she would like to look at the RB-1 zoning, the mixed use overlay and nonconforming structures. Ms. Ninen agreed as she felt they should be able to get those done. Mr. Pasin said that he would like to look at nonconforming structures, the mixed use overlay and office uses in Waterfront Millville at the next meeting and leave the RB-1 issue until the meeting after that. Ms. Derebey said that she felt that there was more information for the three she had proposed. Mr. Atkins said that he felt the RB-1 issue was large. Ms. Kester stated that she felt that the nonconforming structures, mixed use overlay and office uses in Waterfront Millville could be covered at the next meeting. Ms. Derebey suggested working on just nonconforming structures and the mixed use overlay since everyone agreed on those. Ms. Kester agreed that working on those at the next meeting and then work on the other two at the February meeting was a good approach. Mr. Atkins agreed. Ms. Kester stated that she was shooting for either February 21<sup>st</sup> or March 6<sup>th</sup> for a public hearing. Mr. Dolan assured the commission that staff will make sure and get ample notice out for the public hearing.

### **UPCOMING MEETINGS**

January 17<sup>th</sup>, 2008 – Work Study Session

Ms. Kester said that at the next meeting she will have a finalized memo for the City Council. She went through the memo she had provided and pointed out what she had changed. Ms. Ninen asked about Mr. Boss's e-mail regarding the 24' entrance and Ms. Kester said that she was thinking they could still forward their recommendation to the City Council and see if they agree with the Planning Commission approach and then we will discuss the specifics such as Mr. Boss's concerns, when we have a public hearing.

Mr. Atkins noted for the record that at the next meeting they will hold election of officers, finalize the memo to the City Council and then move on to a work study session on the two proposed amendments.

### **ADJOURNMENT**

**MOTION:** Move to adjourn at 7:45 p.m. Derebey/Pasin – Motion passed.

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
January 17, 2008  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Theresa Malich, Jill Guernsey, Joyce Ninen and Dick Allen. Commissioner Jeane Derebey was absent. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon.

**CALL TO ORDER:** 6:00 p.m.

**ELECTION OF OFFICERS**

Commissioner Harris Atkins nominated Theresa Malich to serve another term as Chair and Commissioner Jill Guernsey seconded the nomination.

Commissioner Joyce Ninen nominated Harris Atkins to serve another term as Vice Chair and Theresa Malich seconded the nomination.

**MOTION:** Move to elect Theresa Malich as Chair and Harris Atkins as Vice Chair. Ninen/Guernsey – Motion passed unanimously.

**APPROVAL OF MINUTES**

It was noted that at the bottom of page two it should say Mr. Pasin rather than Ms. Pasin, at the top of page two change the word "their" to "the" and spell out Boundary Line Adjustment.

**MOTION:** Move to approve the minutes for January 3<sup>rd</sup>, 2008 as amended. Ninen/Atkins – Motion passed unanimously.

Senior Planner Jennifer Kester noted that the second item on the agenda; Nonconforming Uses in the R-2 zone and nonconforming structures regulations, may have some conflict of interest issues since a Planning Commission member may have a chance to benefit and may need to recuse themselves. Ms. Kester suggested that the commission may want to move this to the last item on the agenda or limit the discussion to the nonconforming uses. It was decided that this item would be moved to the end of the agenda and Theresa Malich and Dick Allen would recuse themselves at that time since they own property in an R-2 zone.

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – To finalize a memo to City Council for further direction on the topic of underground structures. Memo includes new definitions for gross floor area, underground building and attic.

Ms. Kester pointed out the memo that she had drafted on the proposed amendments related to underground structures and asked that the commission look it over to assure that it conveyed their thoughts on the issue. She then talked about the draft definitions.

Planning Commissioner Joyce Ninen mentioned that she was unsure if underground building was the appropriate term and suggested perhaps space or area. Discussion followed on perhaps using underground floor area. Everyone agreed to change the term to floor area and Ms. Kester said that she would change the text and any references.

Planning Commissioner Jill Guernsey brought up an issue with the definition of gross floor area, to perhaps remove the word several and change floor to floor(s). Planning Commissioner Pasin asked why it states "or buildings" and Ms. Kester said that the issue is that by code a building that appears to be one can be separated by firewalls and technically be made into several buildings. Ms. Kester explained the performance standards. Planning Commissioner Harris Atkins said that the sentence implies that several buildings might be on one lot. He asked if it was still covered in the performance standards if we removed buildings. Mr. Pasin asked why someone couldn't have several buildings together under separate ownership. Ms. Kester explained that the exterior mass of the building is what is calculated. Mr. Dolan stated that this language will allow us to administer the code better. Ms. Guernsey suggested that it say "of each floor" rather than "at each floor". Everyone thought that "at each floor" was the appropriate phrase. Mr. Pasin suggested that they remove the phrase entirely and Ms. Guernsey agreed. Ms. Kester asked what would be calculated, the floor area or the entire area and explained that was why "at each floor" was necessary.

Mr. Pasin asked about interior balconies and mezzanines and how they are calculated. Ms. Kester explained how they were calculated and defined. Ms. Ninen asked about the mechanical equipment room and how it is calculated. Ms. Kester explained that the units that are not in a room would not be counted. Ms. Ninen clarified that gross floor area for the waterfront will be discussed at another time.

It was asked by Mr. Pasin if in Item B, it was referencing attached and detached and Ms. Kester replied that yes that was in the performance standards. Mr. Pasin then asked about underground floor area where it says 24 linear feet of access. He asked how that would work and Ms. Kester said that she believed that the decision was that this issue would be discussed after hearing the public input. They referenced an e-mail from Randy Boss and Ms. Kester further explained that they will decide on what that exact number is after the public hearing, this memo is just to let the council know that the commission wants to make a provision for access. Mr. Pasin asked why they would want to limit the access point so that someone would instead have acres of parking. Mr. Atkins reminded him that the Planning Commission is trying to allow underground parking in a reasonable way. Mr. Dolan suggested that it could say as required by the building code. Ms. Kester said that she would clarify in the council memo that these issues were not firm.

Ms. Kester then asked if they were done with the definitions and if everyone was okay with the memo. Ms. Ninen felt that the memo was very concise. Ms. Kester asked for a motion to approve the memo and direct Chairman Malich to sign it.

**MOTION:** Move to authorize the Chair to send this memo to council as amended. Atkins/Ninen - Motion passed with Mr. Pasin opposed.

Chairman Malich called a short recess at 7:00 p.m. The meeting was reconvened at 7:05 p.m.

2. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 07-0006 – Removal of Mixed Use District overlay and determination of appropriate underlying zoning.**

Ms. Kester displayed a map of the overlay area. She stated that the consensus among staff, the City Attorney and the City Council is that the overlay needs to be removed. She explained how overlays usually work, adding restrictions and that this one allows additional uses. Ms. Kester explained what would happen if the overlay were removed and the underlying zones were left, stating that some of the properties would be effectively down zoned. She stated that the comprehensive plan has designated this area as a mixed use area. Mr. Pasin said that if we remove the overlay and the road gets developed then there is an opportunity to rezone around it to something more appropriate. Ms. Kester pointed out 96<sup>th</sup> street and explained the proposed split diamond approach and how the new interchange may affect this area. She stated that this area will change so the question is whether we want to change it now or wait for when the interchange is put in and examine it then. Mr. Atkins said that it seemed like the Mixed Use District was a good idea and asked why it failed. Ms. Kester answered that some of the property owners have taken advantage of the zoning or are anticipating taking advantage of the Mixed Use District but first there was a transportation issue and then a sewer issue. Mr. Atkins said that the underlying zoning doesn't seem to make sense, but rezoning is a large project. Ms. Kester suggested that the Mixed Use District could become its own zone they could just rezone everything in the overlay. She said that there will be some property owners who won't like that. Mr. Atkins said that he had driven the area and it was quite amazing all the stuff that was in there. Mr. Pasin stated that he thought that some of the area actually didn't reflect the area where the uses would probably grow once the interchange is in place.

Ms. Guernsey asked about the effects of removing the overlay and just having the underlying zoning. Ms. Kester explained how the overlay is applied. Ms. Ninen suggested changing the Mixed Use District to include the uses currently in the underlying zone. Ms. Kester agreed that the Mixed Use District could be tweaked to include some of the uses and standards from the other zones. She said that she would most closely liken the Mixed Use District to the B-2 zone with a density calculation that is much lower. Additionally, she noted that the traffic studies that were done assumed highest and best use. Ms. Kester then explained how it would need to happen if they



were to create a mixed use zone stating that it would not be that difficult but would have to add some impervious surface limitations and some rewording.

Ms. Kester said that she could work on a proposal to make the mixed use overlay a zone. Mr. Pasin said that he was concerned about the section that distinguishes between different size parcels and Ms. Kester said that section may have to go away. Mr. Pasin said that he also had a concern with zone transition. Mr. Atkins agreed that was something to be considered, but suggested they pick an approach and then look at those issues. Ms. Kester then highlighted the land use designation. Everyone agreed that Ms. Kester would work on a mixed use district zone and then they could discuss the boundaries, etc. Mr. Pasin stated that he was concerned that some of the area needed to be another zone and everyone agreed that that may be true but that right now they just needed to figure out what a mixed use zone is and then decide what area will be within it and what some of the other properties might be zoned. Ms. Guernsey suggested that at the next meeting they have an aerial photo so that they can see what is there now.

**3. Direct Council consideration of an ordinance that would standardize how residential heights are measured in Historic Districts.**

Planning Director Tom Dolan explained that this was the result of the height issue with the two new homes being constructed along Harborview. He noted that there is a provision in the Historic District that is not in any other zone that says height is measured from natural grade for residential. He continued by saying that staff is proposing a small change that will make how you determine height consistent throughout the height restriction area. He explained that the change would be to change the wording to say "natural and finished grade" so that it would be the same for residential or commercial. Mr. Dolan stated that the City Council was asking for direct consideration on this item.

Mr. Pasin said that he thought it needed further discussion. Ms. Malich suggested that this might be a good subject for a combined meeting of the DRB and Planning Commission. Ms. Kester said that it is a larger question as to whether the height allowed is even correct. Mr. Dolan said he recommended that the larger discussion happen in the examination of the view basin plan. Ms. Kester explained how this will be more restrictive. Discussion followed on how structures are measured.

**MOTION:** Move to recommend the Council enter into direct consideration of this item. Ninen/Atkins – Motion passed unanimously.

Theresa Malich and Dick Allen recused themselves for the next item.

**4. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 07-0031 – Nonconforming Uses in R-2 zone and nonconforming structures regulations.**

Ms. Kester referred everyone to the ordinance that the City Council is considering. Mr. Pasin asked about the section on non conformities and that he thought that it applied across the board. Ms. Kester explained that the change to all the other zones had never been passed by Council and now they are asking if this new language for R-2 should apply to the whole city. She pointed out that the new 17.68.035 is to replace 17.68.030. She went over other new sections and what sections they replaced and how they could be rewritten for all zones within the city rather than just R-2. Ms. Ninen asked if these code changes will solve the problem for the people who can't get insurance or financing. Ms. Kester said that yes, this should solve their problem. Ms. Ninen if R-2 usually only allowed up to a duplex and Ms. Kester said that cities are different so there is really no standard. Mr. Atkins asked if they were to make the uses conditional in R-2 would that have the same effect. Ms. Kester said that the triplex or fourplex might still be a nonconforming structure not just a nonconforming use. Ms. Ninen agreed that in addition to the nonconforming change the uses should be conditional. Ms. Kester said that they may also have to change the impervious surface standards. She also cautioned them that it may not result in many fourplexes due to the density standards. Mr. Pasin said that he felt it helped in affordable housing and density requirements. Ms. Kester also suggested that they may want to look at a minimum density and noted that minimum residential densities have been an issue. Mr. Atkins reiterated their desire to proceed with this ordinance revised to apply to the entire city and look at the R-2 standards with another text amendment to modify the uses and standards in the R-2 zone. Everyone agreed.

Ms. Kester clarified that the nonconforming allowance would apply to commercial and residential. Discussion followed on the ramifications of the continuation of nonconforming commercial uses. Ms. Ninen said that she felt that maybe commercial should not be allowed. Mr. Pasin said that he felt that it should apply to both. Ms. Guernsey went over the sections to clarify what issue each applied to. Ms. Kester explained and also gave examples of some nonconforming uses and structures. Mr. Atkins said that this issue is much larger than he originally thought. Ms. Guernsey said that right now she would like to limit it to residential. Ms. Kester said that they could have another work study session and staff could draft two different ordinances for consideration. Mr. Pasin reminded everyone that the commercial structures make up our community. Mr. Atkins agreed that there are many structures that are worth saving but that he just wanted to look at the issue further. Mr. Dolan suggested that staff could come with some examples of nonconforming structures and uses. Mr. Atkins said that he felt that the purpose is to address the problem raised and he thought they should look at it further. Ms. Guernsey clarified the language and its meaning and that the issue with respect to uses is do they allow any nonconforming use to rebuild if it's destroyed by an act of God. Mr. Atkins said that the other section that concerned him was the section about vacancy. Mr. Dolan reminded the commission that by State law nonconforming uses are designed to go away because if you don't want them to go away, you should rezone it.

## **UPCOMING MEETINGS**

Ms. Kester reminded everyone that the next meeting is on February 7<sup>th</sup> and that two items will be coming back from this meeting and they also needed to tackle the other two items for this quarter. She suggested adding the item on office uses in the Waterfront Millville zone. Mr. Pasin suggested that for the Mixed Use subject they know what applications are currently in the system.

Ms. Kester then let the commission know that the Council had approved the work program and there was discussion that the Planning Commission might need more time and staff agreed that they would facilitate a modification to the work program if more time was needed rather than rush items through. Mr. Dolan said that probably in April they will have another joint meeting with the City Council. Mr. Atkins asked that they know about possible dates and Assistant Planner Diane Gagnon agreed to contact the City Clerk to coordinate possible dates.

### **ADJOURNMENT**

**MOTION:** Move to adjourn at 8:38 p.m. Guernsey/Ninen – Motion passed.



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

**Subject: Ordinance Increasing Water General Facility Charges.**

**Proposed Council Action:**

Adopt ordinance increasing water general facility charges.

**Dept. Origin:** Finance

**Prepared by:** David Rodenbach

**For Agenda of:** January 28, 2008

**Exhibits:** Ordinance

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Administrator:** \_\_\_\_\_

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** DR 1/24/08

**Approved by Department Head:** \_\_\_\_\_

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

This is an ordinance increasing the charge for connecting to the city's water system. This charge is referred to as a "General Facility Charge (GFC)." The increase is based on a study performed by Peninsula Financial Consulting. The GFC was last increased in May 2002.

**FISCAL CONSIDERATION**

Based on the 2007 General Facility Charge Study performed by Peninsula Financial Consulting, we are recommending water GFC increases as reflected below:

Meter Size	General Facilities Charge	
3/4"	\$3,740	\$6,180
1"	\$6,250	\$10,320
1-1/2"	\$12,450	\$20,580
2"	\$19,930	\$32,940
Over 2"	Negotiable	

With annual growth of 200 new eru's this fee increase will generate an additional \$488,000 in revenue for the water system.

**RECOMMENDATION / MOTION**

**Move to:** Pass ordinance after second reading.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER CONNECTION AND GENERAL FACILITY CHARGES (“GFC”) (WHICH ARE DIFFERENT TERMS FOR THE SAME CHARGE), INCREASING THE WATER GFC CHARGE TO BE PAID BY THE PROPERTY OWNER AT THE TIME OF CONNECTION WITH THE CITY’S WATER UTILITY SYSTEM, CONSISTENT WITH THE CITY’S RECENTLY ADOPTED STUDY ON WATER GENERAL FACILITIES CHARGES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.04.080.**

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— WHEREAS, the City has recently commissioned a study to be made of its water system facilities, in order to analyze the Water General Facilities Charge; and

WHEREAS, the Water General Facilities Charge was last reviewed and set May 13, 2002; and

WHEREAS, this study, titled “The 2007 GFC and Rate Study”, performed by Peninsula Financial Consulting, provided the data for the Council’s review of the existing GFC rates in this Ordinance; and

WHEREAS, the City will no longer charge 1.5 times city rates for hook-up outside city limits, and

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

WHEREAS, the 2007 GFC and Rate Study demonstrated that an increase in the water GFC rates was warranted; and

WHEREAS, the City Council held a public hearing on the connection fee increase proposed by this ordinance on January 28, 2008, Now, Therefore,

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

Section 1. Section 13.04.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**13.04.080. Water system hook-up general facility charge.**

A. The City shall charge the following fees to connect to the water utility system:

<b>Meter Size</b>	<b>Capacity Factor(s)</b>	<b><u>General Facility Charge</u> <u>Hook-up Fee</u></b>
3/4"	1.0	\$ 3,740.00 <u>6,180.00</u>
1"	1.67	6,250.00
<u>10,320.00</u>		
1-1/2"	3.33	12,450.00
<u>20,580.00</u>		
2"	5.33	19,930.00
<u>32,940.00</u>		
Over 2"		Negotiable

B. Any remodel and/or use change shall pay the difference between the new use and/or size of the previous use and/or size. No refund shall be allowed for use and/or size reduction.

~~C. Water system hook-up outside the city limits shall be charged at 1.5 times the city rates.~~

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of May, 2008.

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

Filed with city clerk:  
Passed by the city council:  
Date published:  
Date effective:

# CHAPTER 1

## GENERAL FACILITY CHARGES

### INTRODUCTION

This chapter outlines the calculation of the general facility charge, or GFC for the City's water, sewer, and stormwater utilities. A GFC is also commonly referred to as a connection charge or system development charge.

A GFC is a one-time charge paid by a new customer connecting to a utility system. A GFC can include a pro-rata share of the cost of existing facilities (existing facility component) and a pro-rata share of planned facilities (future facility component). The existing facility component offsets the historical contributions from existing customers used to acquire existing assets of benefit to a new customer. The future facility component is a new customer's proportional share of the cost of capital improvements required to serve future growth and is intended to minimize the impact to existing customers to fund the construction of growth related facilities.

This analysis utilizes information from the City's Draft Water and Sewer Comprehensive Plans, the 2002 Sewer Comprehensive Plan, and customer billing data and capital improvement projects provided by the City. Existing utility facility costs were provided from City inventory records and the 2002 Water GFC Analysis (Report).

It should be recognized that GFCs are only one aspect of a utility's total source of revenues. The final determination of appropriate GFCs should also consider the impact of rates and contributions from developers in meeting a community's long-term goals for system development and financial viability. Other considerations include the condition of existing facilities, anticipated repair and replacement costs, the timing and need for additional system capacity, and the benefits associated with system growth (e.g. economy of scale).

### OVERVIEW

GFCs for all three utilities are stated in terms of dollars per equivalent residential unit, or ERU. The term, ERU, is used to convert non-residential (i.e. commercial) customers into an equivalent number of residential units based on defined water use or wastewater flow from a single-family residence. Stormwater ERUs are based on the average square footage of impervious surface area of a single-family residence. This methodology is consistent with the City's existing schedule of GFCs.

The Revised Code of Washington (RCW) addresses some aspects of how a GFC should be determined. However, GFCs are determined primarily based on practices that have been upheld by State courts and are consistent with industry standards (e.g. American



Water Works Association). RCW 35.92.025, which authorizes cities and towns to charge for connecting to a water, wastewater, or stormwater system, requires that the charge be an equitable share of the cost of the existing system and may include up to ten years of interest charges at a rate commensurate with the rate of interest applicable to the City at the time of construction. RCW 57.08.005, which address connection charges for special purpose districts, also specifically allows districts to charge a pro rata share of the cost of future facilities planned in the next ten years. An opinion provided by Foster, Pepper, and Shefelman, PLLC concluded that cities might also include costs of future facilities intended to serve growth. Therefore, this analysis includes a pro rate share of planned facilities in addition to existing facilities as part of the equitable share allowed by RCW 35.92.025.

Under RCW 57.08.005, special districts are not allowed to include costs associated with facilities that are funded from grants or donations. In 1999, the Washington State Supreme Court ruled in the case Landmark Development, Inc. versus the City of Roy that there was no implied statutory requirement that a city include an offset for grants or donations when calculating water connection charges. Therefore, this analysis includes the costs of all existing facilities that will benefit future customers, regardless of how these assets were funded.

## **GENERAL FACILITY CHARGE DETERMINATION**

The existing and planned facility components of the water and sewer system GFCs are analyzed in this section.

### **GFC - EXISTING FACILITY COMPONENT**

The pro-rata share of the original cost of existing facilities, or existing facility component, is determined by dividing the cost of existing utility assets that will benefit future customers by the number of existing customers, or ERUs. The costs of existing utility infrastructure assets that will benefit future customers was determined based on a review of City inventory records and the City's 2002 Water GFC Analysis. Existing assets assumed to benefit future customers include all major system components such as transmission lines, reservoirs, pump stations, etc. The cost of existing facilities also includes any recorded design or planning costs associated with assets of benefit to future customers. All rolling stock (e.g. vehicles, tools and parts, etc) was excluded unless the asset was purchase by the year 2003 or later. Only the 2001 Outfall Extension and 1999 Outfall Study Update are included in their entirety as benefiting future customers. All other treatment facilities are included at only 35 percent of their original cost in recognition of many existing facilities are at capacity and will not benefit future customers.

Tables 1-1, 1-2, and 1-3 list existing water, wastewater, and stormwater utility facilities from the City's inventory records. The tables also list the original cost for each asset and whether the asset is included in the existing facility component of the GFC. Additionally

the tables also show the number of years of accumulated interest as allowed by the RCW. For example, if an asset was installed in 2003, then the City will have incurred 4 years of accumulated interest eligible to be included in the GFC. Conversely, if an asset was installed in 1985 then only 10 years of accumulated interest is listed since by RCW a maximum of ten years of interest may be included.

As part of the City's last determination of water GFCs (2002 Water GFC Analysis), a review of existing assets and estimate of original costs was undertaken. Since this inventory is more complete than the City's asset records, this analysis uses the total original cost of the water system of benefit to future customers (\$7,888,000) from the 2002 study plus any assets installed since 2002 and identified in City asset records.

**TABLE 1-1**  
**Existing Water Facilities**

Water Utility Facilities (1)	Original Costs Allocated to Utility	Percentage included in GFC (2) (3)	Total Cost Incl. In GFC	Year Installed	No. of Years of Accrued Interest
Well #6 Improvements and Sand Pack Proj.	\$ 327,262	100%	\$ 327,262	2004	3
Gig Harbor N. WaterLine (Burnham Dr.)	\$ 446,586	0%	\$ -	2001	6
Gig Harbor N. Tank & Dist. Lines	\$ 3,042,799	100%	\$ 3,042,799	2005	2
Harbor Hill WaterLine	\$ 2,304,023	100%	\$ 2,304,023	2005	2
Skansie Ave Booster Pump Station	\$ 530,000	0%	\$ -	2001	6
Skansie Tank Maintenance	\$ 77,366	0%	\$ -	2007	0
Grandview Tank "A" & "B" Maintenance	\$ 146,759	0%	\$ -	2006	1
Shurgard Tank Maintenance	\$ 117,437	0%	\$ -	2003	4
72-00005a - East Tank Const - Land	\$ 13,796	0%	\$ -	1972	10
99-000037 - Shop Property	\$ 58,227	0%	\$ -	1999	8
49-000001 - Construction Well, Pumping Station	\$ 126,032	0%	\$ -	1949	10
70-000002 - System Improvements	\$ 17,592	0%	\$ -	1970	10
74-000007 - Improvements Ssystem	\$ 10,163	0%	\$ -	1974	10
75-000009 - Water Improvement	\$ 33,190	0%	\$ -	1975	10
83-000022 - Misc Capital - Waterlines	\$ 63,493	0%	\$ -	1983	10
84-000011 - IMP OTB	\$ 14,935	0%	\$ -	1984	10
84-000014 - Misc Water Cap Improv Gen Use	\$ 32,392	0%	\$ -	1984	10
72-00005b - East Tank Const	\$ 11,748	0%	\$ -	1972	10
73-000005 - Water Tank Construction	\$ 124,560	0%	\$ -	1973	10
78-000011 - Well #3 & Tank	\$ 236,622	0%	\$ -	1978	10
89-000023 - Skansie Water Tank	\$ 323,442	0%	\$ -	1989	10
02-000225 - Storage Tank Maintenance	\$ 161,616	0%	\$ -	1902	10
87-000034 - Well #4	\$ 79,905	0%	\$ -	1987	10
89-000020 - Well #5	\$ 269,643	0%	\$ -	1989	10
91-000007 - Well #6	\$ 86,830	0%	\$ -	1991	10
99-000032 - Well #5 & 6	\$ 412,614	0%	\$ -	1999	8
02-000215 - Rushmore Water Main Replacement	\$ 241,631	100%	\$ 241,631	2002	5
03-000210 - Pioneer Water Main Replacement	\$ 346,960	100%	\$ 346,960	2003	4
86-000007 - Chinook Water Line	\$ 29,635	0%	\$ -	1986	10
87-000004 - Waterline Imp	\$ 33,506	0%	\$ -	1987	10
89-000001 - Waterline Improvements	\$ 35,499	0%	\$ -	1989	10
89-000010 - Skansie Waterline	\$ 66,626	0%	\$ -	1989	10
90-000010 - Grandview Waterline	\$ 30,095	0%	\$ -	1990	10
92-000008 - Soundview Waterline	\$ 123,007	0%	\$ -	1992	10
92-000012 - Waterline Improvements	\$ 43,275	0%	\$ -	1992	10
93-000028 - Peacock Hill Overlay, Waterline	\$ 108,433	0%	\$ -	1993	10
99-000050 - Water Main - Bujacich-Burnham Trans Lin	\$ 539,212	0%	\$ -	1999	8
99-000053 - Water Main - Judson Street	\$ 31,730	0%	\$ -	1999	8
99-000054 - Water Main - Rosedale Street	\$ 127,985	0%	\$ -	1999	8
99-000056 - Water Main - Bayridge Avenue	\$ 210,622	0%	\$ -	1999	8
02-000224 - Skansie/72nd St 12" Loop	\$ 251,343	100%	\$ 251,343	2002	5
01-000213 - Harborview Waterline Restoration	\$ 97,864	0%	\$ -	2001	6
01-000221 - Grandview AC Pipe Repl.	\$ 26,804	0%	\$ -	2001	6
03-000209 - Telemetry SCADA System	\$ 182,014	100%	\$ 182,014	2003	4

TABLE 1-1 (Continued)

Existing Water Facilities

Water Utility Facilities (1)	Original Costs Allocated to Utility	Percentage included in GFC (2) (3)	Total Cost Incl. In GFC	Year Installed	No. of Years of Accrued Interest
05-000207 - Harbor Water Intertie	\$ 25,730	100%	\$ 25,730	2005	2
98-000022 - Air Compressor	\$ 8,657	0%	\$ -	1998	9
01-000017 - 2001 Ford Super Cab	\$ 9,974	0%	\$ -	2001	6
01-000018 - 2001 Ford Flatbed	\$ 9,890	0%	\$ -	2001	6
05-000002 - 2005 Chevy Tahoe	\$ 6,151	100%	\$ 6,151	2005	2
94-000021 - 1994 Chevy 1-ton truck	\$ 17,821	0%	\$ -	1994	10
97-000071 - Chev P/U 98 4x4 3/4 Ton	\$ 3,750	0%	\$ -	1997	10
98-000016 - 98 Dodge Caravan Const Inpection	\$ 4,308	0%	\$ -	1998	9
98-000017 - 98 Jeep Cherokee	\$ 7,034	0%	\$ -	1998	9
99-000029 - 1999 Chev 1/2 ton 4 x 4	\$ 12,863	0%	\$ -	1999	8
99-000039 - '99 Ford Pickup - 4x4 Util Truck	\$ 16,937	0%	\$ -	1999	8
04-000003 - 1998 Chevy Truck Maint Utility	\$ 2,418	100%	\$ 2,418	2004	3
97-000061 - Vactor Truck	\$ 20,212	0%	\$ -	1997	10
03-000009 - Meter Reader Vehicle GO-4 tag#01027	\$ 11,653	100%	\$ 11,653	2003	4
06-000007 - 2007 Isuzu Street Sweeper	\$ 22,572	100%	\$ 22,572	2006	1
00-000030 - Equipment Trailer Towmaster Deck	\$ 4,996	0%	\$ -	2000	7
01-000026 - 2002 Dump Truck Cab	\$ 3,271	0%	\$ -	2001	6
01-000034 - Dump Truck Bed	\$ 1,666	0%	\$ -	2001	6
02-000001 - 2002 Flatbed Add-On	\$ 9,227	0%	\$ -	2002	5
03-000002 - 2003 Chevy Silvarado 3/4 ton #32382D	\$ 8,097	100%	\$ 8,097	2003	4
03-000008 - 2003 Ford Ranger extended 4x4 truck	\$ 4,613	100%	\$ 4,613	2003	4
05-000004 - 2005 Ford F450/Bucket Truck Versalift	\$ 17,563	100%	\$ 17,563	2005	2
06-000005 - 2001 Chevy Tahoe	\$ 2,727	100%	\$ 2,727	2006	1
06-000006 - 2007 Chevy Colorado	\$ 3,611	100%	\$ 3,611	2006	1
98-000019 - 98 Chevy 1 Ton Flatbed Truck	\$ 7,639	0%	\$ -	1998	9
98-000033 - 1999 International Dumptruck	\$ 15,600	0%	\$ -	1998	9
98-000053 - 1998 Case 580SL Backhoe	\$ 43,188	0%	\$ -	1998	9
98-000051 - 1990 Ford Brushcutter	\$ 5,200	0%	\$ -	1998	9
98-000045 - Hand-held Meter Reader	\$ 11,573	0%	\$ -	1998	9
00-000024 - GIS Software & EXCEED V6.2	\$ 2,941	0%	\$ -	2000	7
01-000022 - GIS - Network License	\$ 5,997	0%	\$ -	2001	6
96-000008 - Minolta EP6000 Copier	\$ 6,107	0%	\$ -	1996	10
00-000038 - 15 Gal Double Boiler	\$ 14,850	0%	\$ -	2000	7
00-000039 - Vibratory roller	\$ 5,675	0%	\$ -	2000	7
00-000042 - Skidsteer Loader	\$ 21,778	0%	\$ -	2000	7
02-000005 - GPS/Media Mapper	\$ 1,490	100%	\$ 1,490	2002	5
69-000002 - Equipment	\$ 10,218	0%	\$ -	1969	10
05-000206 - Storage Tank Maintenance	\$ 145,984	0%	\$ -	2005	2
05-000208 - Well Site Improvements	\$ 10,172	100%	\$ 10,172	2005	2
<b>Total Water</b>	<b>\$ 12,139,425</b>		<b>\$ 6,812,830</b>		

(1) The asset inventory information in this table was provided by the City.

(2) Facility costs not included in the GFC include short lived rolling stock such as vehicles and computer equipment as well as items listed as "maintenance". Major pieces of rolling stock (e.g. street sweeper) purchased within the last 5 years (2003) are included.

(3) Assets installed on or before 2002 are not included in the water GFC since the original costs for these assets are provided by the inventory analysis to estimate original costs from the 2002 Water GFC Analysis.

TABLE 1-2

Existing Wastewater Facilities

Sewer Utility Facilities (1) (2)	Original Costs Allocated to Utility	Percentage included in GFC (2)	Total Cost Incl. In GFC	Year Installed	No. of Years of Accrued Interest
WWTP In Channel Fine Screen	\$ 153,370	100%	\$ 153,370	2004	3
WWTP 2006 Upgrades (McConnell, Cosmo)	\$ 541,814	100%	\$ 541,814	2006	1
WWTP Engineering Study 2003 (capacity evaluation)	\$ 74,679	100%	\$ 74,679	2003	4
WWTP Engineering Study 2007 (capacity evaluation)	\$ 96,357	100%	\$ 96,357	2007	0
Olympic/56th Sanitary Sewer Line (2007)	\$ 212,081	100%	\$ 212,081	2007	0
Pump Station 2A Wet Well	\$ 335,924	100%	\$ 335,924	2005	2
Sewer Comprehensive Plan Updates	\$ 205,783	100%	\$ 205,783	2007	0
WWTP Centrifuge 2008	\$ 270,458	100%	\$ 270,458	2008	0
WWTP Energy Efficient Blower	\$ 88,992	100%	\$ 88,992	2007	0
87-000032a - ULID #2 - Land	\$ 9,032	100%	\$ 9,032	1987	10
95-000012 - Phipps Property	\$ 428,795	100%	\$ 428,795	1995	10
87-000032b - ULID #2 - Easement	\$ 16,557	100%	\$ 16,557	1987	10
92-000019a - ULID #3 - Easement	\$ 15,826	100%	\$ 15,826	1992	10
73-000002 - Sewer System Construction	\$ 194,437	100%	\$ 194,437	1973	10
74-000002 - Sewer Construction ULID #1	\$ 2,890,479	100%	\$ 2,890,479	1974	10
84-000015 - Construction Projects	\$ 15,167	100%	\$ 15,167	1984	10
99-000055 - Generator	\$ 168,306	100%	\$ 168,306	1999	8
99-000067 - Transfer Switch	\$ 12,312	100%	\$ 12,312	1999	8
99-000072 - Telemetry System Upgrade	\$ 34,122	100%	\$ 34,122	1999	8
87-000032c - ULID #2	\$ 1,447,598	100%	\$ 1,447,598	1987	10
92-000014 - ULID #3 Design	\$ 91,294	100%	\$ 91,294	1992	10
92-000019b - ULID #3	\$ 1,364,654	100%	\$ 1,364,654	1992	10
95-000043 - Pt. Fosdick Sewer Line Project	\$ 70,189	100%	\$ 70,189	1995	10
97-000024 - Kimball Dr Sewer Reconstruction	\$ 147,048	100%	\$ 147,048	1997	10
99-000074 - Sewer Main - Rosedale	\$ 51,084	100%	\$ 51,084	1999	8
01-000217 - I & Study & Report Plan	\$ 35,136	100%	\$ 35,136	2001	6
02-000214 - SCADA Diagnostic Upgrade	\$ 39,151	100%	\$ 39,151	2002	5
82-000004 - Misc Capital Improvements	\$ 13,815	100%	\$ 13,815	1982	10
99-000030 - Pump Station 3A	\$ 1,378,706	100%	\$ 1,378,706	1999	8
99-000038 - Process Control System Upgrade	\$ 34,106	100%	\$ 34,106	1999	8
89-000026 - Lifestation Monitoring Addition	\$ 29,473	100%	\$ 29,473	1989	10
96-000016 - Dissolved Oxygen Probes	\$ 14,700	100%	\$ 14,700	1996	10
00-000049 - Generator Volt Charge	\$ 32,228	100%	\$ 32,228	2000	7
91-000014 - Kohler Generator for Lift Station #4	\$ 14,742	100%	\$ 14,742	1991	10
93-000009 - Generator for Lift Station #7	\$ 25,803	100%	\$ 25,803	1993	10
97-000049 - 20KW Generator	\$ 17,496	100%	\$ 17,496	1997	10
98-000022 - Air Compressor	\$ 2,846	100%	\$ 2,846	1998	9
05-000002 - 2005 Chevy Tahoe	\$ 6,089	100%	\$ 6,089	2005	2
97-000059 - '97 Ford Super Duty	\$ 25,985	0%	\$ -	1997	10
97-000071 - Chev P/U 98 4x4 3/4 Ton	\$ 3,750	0%	\$ -	1997	10
98-000016 - 98 Dodge Caravan Const Inpection	\$ 4,308	0%	\$ -	1998	9
98-000017 - 98 Jeep Cherokee	\$ 879	0%	\$ -	1998	9
98-000021 - Trk service body	\$ 28,523	0%	\$ -	1998	9
99-000029 - 1999 Chev 1/2 ton 4 x 4	\$ 2,382	0%	\$ -	1999	8
04-000003 - 1998 Chevy Truck Maint Utility	\$ 2,199	100%	\$ 2,199	2004	3
97-000061 - Vactor Truck	\$ 90,954	0%	\$ -	1997	10
03-000009 - Meter Reader Vehicle GO-4 tag#01027	\$ 11,653	100%	\$ 11,653	2003	4
06-000007 - 2007 Isuzu Street Sweeper	\$ 22,572	100%	\$ 22,572	2006	1

TABLE 1-2 (Continued)

Existing Wastewater Facilities

Sewer Utility Facilities (1) (2)	Original Costs Allocated to Utility	Percentage included in GFC (2)	Total Cost Incl. In GFC	Year Installed	No. of Years of Accrued Interest
00-000030 - Equipment Trailer Towmaster Deck	\$ 1,624	0%	\$ -	2000	7
03-000001 - 2003 Chevy Silverado 1/2 ton #34679D	\$ 22,547	100%	\$ 22,547	2003	4
03-000004 - 2003 Ford 3/4 ton pick up	\$ 27,690	100%	\$ 27,690	2003	4
06-000004 - 2007 Chevy Tahoe	\$ 21,762	100%	\$ 21,762	2006	1
06-000005 - 2001 Chevy Tahoe	\$ 2,727	100%	\$ 2,727	2006	1
06-000006 - 2007 Chevy Colorado	\$ 3,611	100%	\$ 3,611	2006	1
92-000042 - 1992 GMC Flatbed Truck	\$ 14,126	0%	\$ -	1992	10
98-000019 - 98 Chevy 1 Ton Flatbed Truck	\$ 3,678	0%	\$ -	1998	9
98-000033 - 1999 International Dumptruck	\$ 6,595	0%	\$ -	1998	9
98-000053 - 1998 Case 580SL Backhoe	\$ 9,447	0%	\$ -	1998	9
98-000051 - 1990 Ford Brushcutter	\$ 2,000	0%	\$ -	1998	9
00-000024 - GIS Software & EXCEED V6.2	\$ 548	100%	\$ 548	2000	7
01-000022 - GIS - Network License	\$ 3,776	100%	\$ 3,776	2001	6
96-000008 - Minolta EP6000 Copier	\$ 6,107	0%	\$ -	1996	10
00-000039 - Vibratory roller	\$ 794	0%	\$ -	2000	7
00-000042 - Skidsteer Loader	\$ 5,444	100%	\$ 5,444	2000	7
00-000056 - Portable Trash Pump	\$ 35,316	100%	\$ 35,316	2000	7
02-000004 - Generator	\$ 21,792	100%	\$ 21,792	2002	5
02-000213 - Pump Station #2	\$ 1,221,723	100%	\$ 1,221,723	2002	5
05-000204 - Burnham Dr Sewer Line Repl	\$ 382,169	100%	\$ 382,169	2005	2
00-000050 - WWTP Mobile Office (3)	\$ 12,413	35%	\$ 4,345	2000	7
84-000016 - Plant Replacement & Improv (3)	\$ 5,660	35%	\$ 1,981	1984	10
91-000019 - Design-WWTP Upgrade (3)	\$ 196,389	35%	\$ 68,736	1991	10
85-000004 - Treatment Plant Expansion Design (3)	\$ 41,480	35%	\$ 14,518	1985	10
86-000001 - Treatment Plant Expansion Design (3)	\$ 239,874	35%	\$ 83,956	1986	10
87-000022 - WWTP (3)	\$ 2,334,853	35%	\$ 817,199	1987	10
94-000022 - WWTP Expansion (3)	\$ 2,324,944	35%	\$ 813,731	1994	10
03-000208 - WWTP Piping/Headworks/WWTP Upgrade (3)	\$ 153,370	35%	\$ 53,680	2003	4
83-000008 - STP Air Diffuser-Replacement (3)	\$ 1,497	35%	\$ 524	1983	10
83-000009 - STP Air Diffuser-Imprv (3)	\$ 12,348	35%	\$ 4,322	1983	10
83-000010 - STP Misc Improvement Repl (3)	\$ 1,307	35%	\$ 457	1983	10
83-000011 - STP RAS Pumps Improv (3)	\$ 1,801	35%	\$ 630	1983	10
83-000012 - STP RAS Pump Replacement (3)	\$ 4,758	35%	\$ 1,665	1983	10
83-000023 - 86 Expansion Design (3)	\$ 35,481	35%	\$ 12,418	1983	10
84-000017 - Impro OTB-Plant Exp (3)	\$ 1,212	35%	\$ 424	1984	10
84-000018 - IMP OTB (3)	\$ 1,405	35%	\$ 492	1984	10
01-000216 - Outfall Extension PS & E (2)	\$ 636,524	100%	\$ 636,524	2001	6
02-000212 - Treatment Plant Capacity & Improvemen (3)	\$ 74,679	35%	\$ 26,138	2002	5
03-000214 - Treatment Plant Upgrades (3)	\$ 247,510	35%	\$ 86,628	2003	4
99-000034 - Outfall Study	\$ 50,524	100%	\$ 50,524	1999	8
<b>Total Sewer</b>	<b>\$ 18,945,359</b>		<b>\$ 15,045,071</b>		

(1) The asset inventory information in this table was provided by the City.

(2) Facility costs not included in the GFC include short lived rolling stock such as vehicles and computer equipment as well as items listed as "maintenance". Major pieces of rolling stock (e.g. street sweeper) purchased within the last 5 years (2003) are included.

(3) The City has elected to include 35 percent of these listed WWTP facilities as benefiting future customers.

**TABLE 1-3**

**Existing Stormwater Facilities**

Stormwater Utility Facilities (1)	Original Costs Allocated to Utility	Percentage included in GFC (2)	Total Cost Incl. In GFC	Year Installed	No. of Years of Accrued Interest
NPDES Phase II Update	\$ 44,999	100%	\$ 44,999	2007	0
Olympic/56th Storm Improvements	\$ 689,755	100%	\$ 689,755	2007	0
Stormwater Plan Update (Parametrix)	\$ 45,000	100%	\$ 45,000	2000	7
88-000002 - Soundview Storm Drain	\$ 42,891	100%	\$ 42,891	1988	10
92-000010 - Harborview Storm Improvements	\$ 49,852	100%	\$ 49,852	1992	10
92-000016 - Stinson Storm Drain	\$ 92,420	100%	\$ 92,420	1992	10
00-000219 - Bayridge Ave	\$ 107,038	0%	\$ -	2000	7
87-000002 - Storm Sewer Improvements	\$ 26,782	100%	\$ 26,782	1987	10
87-000014 - Craig/Ryan Storm Drain	\$ 269,537	0%	\$ -	1987	10
92-000043 - Soundview Dr Storm Drain	\$ 147,800	100%	\$ 147,800	1992	10
93-000028 - Peacock Hill Overlay, Waterline	\$ 69,910	100%	\$ 69,910	1993	10
01-000218 - Judson/Stanich Storm Sewer Improvements	\$ 264,767	100%	\$ 264,767	2001	6
97-000061 - Vactor Truck	\$ 90,954	0%	\$ -	1997	10
98-000022 - Air Compressor	\$ 775	100%	\$ 775	1998	9
01-000017 - 2001 Ford Super Cab	\$ 4,966	0%	\$ -	2001	6
01-000018 - 2001 Ford Flatbed	\$ 14,840	0%	\$ -	2001	6
05-000002 - 2005 Chevy Tahoe	\$ 6,151	100%	\$ 6,151	2005	2
99-000029 - 1999 Chev 1/2 ton 4 x 4	\$ 2,382	0%	\$ -	1999	8
99-000039 - '99 Ford Pickup - 4x4 Util Truck	\$ 6,642	0%	\$ -	1999	8
04-000003 - 1998 Chevy Truck Maint Utility	\$ 2,418	100%	\$ 2,418	2004	3
06-000007 - 2007 Isuzu Street Sweeper	\$ 22,572	100%	\$ 22,572	2006	1
00-000030 - Equipment Trailer Towmaster Deck	\$ 1,499	0%	\$ -	2000	7
01-000026 - 2002 Dump Truck Cab	\$ 12,960	0%	\$ -	2001	6
01-000034 - Dump Truck Bed	\$ 6,998	0%	\$ -	2001	6
02-000001 - 2002 Flatbed Add-On	\$ 13,833	0%	\$ -	2002	5
03-000002 - 2003 Chevy Silverado 3/4 ton #32382D	\$ 8,097	100%	\$ 8,097	2003	4
03-000003 - 2003 Chevy Silverado 3/4 ton #34678D	\$ 4,118	100%	\$ 4,118	2003	4
03-000008 - 2003 Ford Ranger extended 4x4 truck	\$ 4,609	100%	\$ 4,609	2003	4
05-000004 - 2005 Ford F450/Bucket Truck Versalift	\$ 17,563	100%	\$ 17,563	2005	2
06-000005 - 2001 Chevy Tahoe	\$ 2,727	100%	\$ 2,727	2006	1
06-000006 - 2007 Chevy Colorado	\$ 3,611	100%	\$ 3,611	2006	1
97-000071 - Chev P/U 98 4x4 3/4 Ton	\$ 3,517	0%	\$ -	1997	10
99-000064 - Street Sweeper	\$ 17,993	0%	\$ -	1999	8
98-000053 - 1998 Case 580SL Backhoe	\$ 4,049	0%	\$ -	1998	9
00-000024 - GIS Software & EXCEED V6.2	\$ 922	100%	\$ 922	2000	7
01-000022 - GIS - Network License	\$ 3,109	100%	\$ 3,109	2001	6
00-000039 - Vibratory roller	\$ 1,135	0%	\$ -	2000	7
00-000042 - Skidsteer Loader	\$ 10,829	100%	\$ 10,829	2000	7
02-000002 - 2003 4 WD John Deere side mower/joystick	\$ 41,184	100%	\$ 41,184	2002	5
02-000005 - GPS/Media Mapper	\$ 1,490	100%	\$ 1,490	2002	5
05-000205 - Franklin/Prentice Ave Storm	\$ 50,854	100%	\$ 50,854	2005	2
<b>Total Stormwater</b>	<b>\$ 2,213,548</b>		<b>\$ 1,655,206</b>		

(1) The asset inventory information in this table was provided by the City.

(2) Facility costs not included in the GFC include short lived rolling stock such as vehicles and computer equipment as well as items listed as "maintenance". Major pieces of rolling stock (e.g. street sweeper) purchased within the last 5 years (2003) are included.

This analysis utilizes two adjustments to the cost of existing assets as listed in Tables 1-1, 1-2, and 1-3 that are included in the existing facility components of the GFC.

The first adjustment is to subtract the total outstanding debt principal from the cost of existing assets included in the GFC since these debt payments are funded from existing rates that new customers will also pay and since assets with remaining outstanding debt have not been fully paid for and therefore the accumulated interest must be decreased.

The second adjustment made to the cost of existing assets that will benefit future customers is the inclusion of accumulated interest costs. As allowed in the RCW, a City may include up to ten years of accumulated interest costs in the calculation of a GFC. Per the RCW, an interest rate applicable to the time of major system construction is to be used in calculating the ten years of interest charges. In order to be conservative this analysis utilizes the average annual return on US Treasury Bills from 1970 to 2005 since over 99 percent of all listed existing assets were installed on or after 1970.

An adjustment must be made to the number of years of accumulated interest that is included in the GFCs since some assets have not been installed for ten years. In order to determine the number of years of interest appropriate for each utility, the weighted average year of installation is determined based on the number of years of accumulated interest and original costs shown in Tables 1-1, 1-2, and 1-3. Table 1-4 shows the total weighted time cost for each utility's assets (sum of each assets original cost multiplied by the number of years of accumulated interest), the total original cost for each utility (from Tables 1-1, 1-2, & 1-3) and the calculated average age of the system for the purposes of calculating the 10-years of accumulated interest.

**TABLE 1-4**

**Weighted Average Installation Age**

<b>Utilities</b>	<b>Sum of No. of Years Accrued Interest Multiplied by Original Costs (2)</b>	<b>Total Existing Assets</b>	<b>Avg. Age of System</b>
Water	\$58,166,817	\$12,139,425	4.8
Sewer	\$152,002,431	\$18,945,359	8.0
Stormwater	\$11,742,102	\$2,213,548	5.3

- (1) Note that the average age of system determined in this table is for use in computing the appropriate 10 years of accumulated interest for the GFC and is not a determination of the actual average age of system facilities.
- (2) These sums are determined by summing each assets original cost multiplied by the number of years of accrued interest for each utility as listed in Tables 1-1, 1-2, & 1-3.



Table 1-5 lists total original costs for existing assets determined to benefit future customers and included in the GFCs, total outstanding debt principal, and ten years of accumulated interest costs.

**TABLE 1-5**

**Total Original Costs Included in GFCs**

<b>Existing Asset Costs Included in GFCs</b>	<b>Water</b>	<b>Sewer</b>	<b>Stormwater</b>
Existing Assets (1)	\$ 14,700,830	\$ 15,045,071	\$ 1,655,206
(-) Outstanding 2003 Water & Sewer Revenue & Refunding Bonds	\$ -	\$ (243,904)	\$ -
(-) 1995 Dept. of Ecology Loan	\$ -	\$ (1,366,000)	\$ -
<b>Subtotal</b>	<b>\$ 14,700,830</b>	<b>\$ 13,435,166</b>	<b>\$ 1,655,206</b>
(+) Add Up to 10-years of Accumulated interest (2) (3)	\$ 4,374,967	\$ 6,663,842	\$ 543,901
<b>Total Assets included in GFC</b>	<b>\$ 19,075,800</b>	<b>\$ 20,099,000</b>	<b>\$ 2,199,100</b>

- (1) Existing assets for water are based on those assets listed in Table 1-1 that were installed after 2002 plus the total original cost of existing water facilities that will benefit future customers (\$7,888,000) determined in the 2002 Water GFC Analysis. Total existing assets original costs for sewer and stormwater are as listed in Tables 1-2 and 1-3, respectively.
- (2) Ten years of accumulated interest is based on an average annual interest rate of 6.2 percent based on the average annual return on Treasury Bills from 1970 through 2005. As shown in Table 1-4, the
- (3) Accumulated interest for the water utility is based on a weighted average of 4.8 years, 8.0 years for the sewer utility, and 5.3 years for the stormwater utility as identified in Table 1-4.

The existing facility components of the water, wastewater, and stormwater GFCs can now be calculated based on the total adjusted asset costs listed in Table 1-5 and the total number of existing equivalent residential units (ERUs). Table 1-6 lists the total number of current ERUs by Utility utilized in the calculation of the existing facility component of the GFCs.

**TABLE 1-6**

**Existing Utility Equivalent Residential Units (ERUs)**

<b>Utility</b>	<b>Current No. of ERUs</b>
Water (1)	4,505
Sewer (2)	6,780
Stormwater (3)	4,761

- (1) The current number of water ERUs is the number of ERUs at the start of the year 2008 as identified in the Draft Water Comprehensive plan.
- (2) The current number of sewer ERUs is based on the City's max month flow (MMF) in 2006 (973,400 gpd) plus one year of 4.5 percent growth divided by the defined flow of an ERU of 150 gpd.
- (3) The number of current stormwater customers are expressed in terms of equivalent billing units (EBUs). Each EBU represents the square footage equal to the footprint of an average single-family residence. Commercial customer's total equivalent billing units surface area is divided by the area of a standard single-family residence in order to determine the number of EBUs for commercial and multi-family customers. The current number of EBUs was provided by the City (10/2007). Note that an EBU is identical in practice to an ERU and therefore can be used interchangeably with an ERU.

The existing facility component of the water, wastewater, and stormwater GFCs can now be determined using the total original costs and current number of ERUs listed in Tables 1-5 and 1-6.

**TABLE 1-7**

**Existing Facility Component of the GFCs**

<b>Existing Facility Component</b>	<b>Water</b>	<b>Sewer</b>	<b>Stormwater</b>
Total Assets Included in GFC	\$ 19,075,800	\$ 20,099,000	\$ 2,199,100
Divided by Total No. of Existing ERUs	4,505	6,780	4,761
<b>Existing Facility Component of the GFC (\$/ERU)</b>	<b>\$ 4,234</b>	<b>\$ 2,964</b>	<b>\$ 462</b>

**FUTURE FACILITY COMPONENT OF THE GFC**

A GFC may also include a pro-rata share of the cost of facilities. The future facility component is calculated by dividing the total cost of planned capital improvement costs by the number of benefiting customers (or ERUs). Special purpose districts are restricted to including capital improvements scheduled to occur within ten years. The RCW is silent with regard to future facilities for cities but it is accepted industry practice to include a 10-year forecast of improvements in GFCs for cities. It is also accepted practice to associate the number of ERUs benefiting from new facilities based on a 10-year forecast of growth. The purpose of using the ten-year forecast is to match the number of new ERUs with the practice of only including projects scheduled to occur within the same ten-year time span. Some future facilities may be identified as benefiting only future customers such as a pump station in a new service area while other improvements may benefit both existing as well as future customers such as a new reservoir to enhance fire flow. The pro rata share of the cost of future facilities is determined by dividing by the cost of each planned improvement by the number of benefiting customers.

In this analysis, projects that would not be built without additional growth are assigned as benefiting only the number of new customers. Improvements that correct existing issues or provide more universal benefit such as source redundancy, fire flow, or regulatory compliance are assigned as benefiting the total number of both existing as well as new customers in the year 2017. Additionally, this analysis utilizes the design capacity (in terms of ERUs) of new treatment plant improvements in order to determine the pro rata share of customers benefiting from these projects. This analysis uses this approach in order to be conservative since treatment plant components are extremely expensive, are designed and of service to only a limited number of new ERUs, and are typically designed to meet 20-year growth projections.

Table 1-8 lists current and projected ERUs in the year 2017 for each utility and ERUs that can be served by the additional 1 MGD in WWTP capacity.

**TABLE 1-8**

**Projected ERUs**

Utility	Current No. of ERUs	10-Year Growth in ERUs (4)	Total No. of Planned ERUs in 2017	Total No. of New ERUs served by the 1MGD WWTP Improvement
Water (1)	4,505	2,085	6,590	N/A
Sewer (2)	6,780	3,800	10,580	6,667
Stormwater (3)	4,761	2,809	7,570	N/A

- (1) The current number of water ERUs is for start of year 2008 as currently identified in the Draft Water Comprehensive plan. The number of ERUs in 2017 is based on projected ERUs in 2014 as detailed in the Draft Comprehensive Plan for the year 2014 plus 3 year of additional growth based on the average annual growth rate represented by the forecasted growth for the period 2014 to 2018 as identified in the Comprehensive Plan.
- (2) The current number of sewer ERUs is based on the City's max month flow (MMF) in 2006 (973,400 gpd) plus one year of 4.5 percent growth divided by the defined flow of an ERU of 150 gpd. The number of sewer ERUs in 10 years is based on an annual growth rate of 4.5 percent that is the calculated average annual growth rate from the 2006 MMF of 973,400 gpd and projected MMF of 2,346,300 gpd in 2025.
- (3) The number of current stormwater customers are expressed in terms of equivalent billing units (EBUs). Each EBU represents the square footage equal to the footprint of an average single-family residence. Commercial customer's total equivalent billing units surface area is divided by the area of a standard single-family residence in order to determine the number of EBUs for commercial and multi-family customers. The current number of EBUs was provided by the City (10/2007).

Table 1-9 lists capital improvement projects planned to occur within the next ten years, project costs in 2007 dollars, and estimated future project costs for each project in the scheduled. Inflation adjusted project costs reflect inflation adjustments for construction inflation of 10% in 2008, 10 percent in 2009 and 3% per year after. The use of 10 percent inflation in 2008 and 2009 reflects actual construction cost increases experienced in recent years.

Table 1-10 then lists each planned capital improvement inflation adjusted cost (Table 1-9), whether the project is included in the future facility component of the GFC, the number of ERUs that benefit from its installation, and the resulting pro rata shared stated in terms of dollars per ERU. Projects not considered eligible to include in the GFC were projects identified as maintenance related.

**TABLE 1-9**

**Planned Capital Improvements & Inflation Adjusted Costs**

Utility Capital Improvements (1)	2008	2009	2010	2011	2012	Total	Total Adj. For Inflation (2)
<b>Water Capital Improvement Projects</b>							
Harborview Drive - S1			548,000			548,000	683,000
Stinson Avenue - S2			183,000			183,000	228,100
Harborview Drive Dead End - S3			405,000			405,000	504,800
Tarabochia Street - S4			44,000			44,000	54,800
Grandview Street - S5			59,000			59,000	73,500
96th Street New Extension - S6			269,000			269,000	335,300
Shurgard East Tee - S7			52,000			52,000	64,800
Harbor Hill Drive Extension - S8			158,000			158,000	196,900
Woodworth Avenue - S9			50,000			50,000	62,300
Well No. 6 - W6			1,740,000			1,740,000	2,168,600
Well No. 9 - W9			2,000,000			2,000,000	2,492,600
Well No. 10 - W10			150,000			150,000	186,900
<b>Subtotal</b>						<b>\$ 5,658,000</b>	<b>\$ 7,051,600</b>
<b>Wastewater Capital Improvement Projects</b>							
WWTP Phase 1 Expansion	6,000,000	4,000,000				10,000,000	11,440,000
WWTP Phase 2 Expansion		750,000	6,000,000			6,750,000	8,385,300
Sewer Outfall Extension	7,000,000					7,000,000	7,700,000
N. Harborview Sewer Sag			1,000,000			1,000,000	1,246,300
Harborview Main Sewer Upsize/Replacement		1,000,000				1,000,000	1,210,000
Odor Control	50,000	50,000	50,000	50,000	50,000	250,000	308,100
Reid Drive Lift Station Replacement		1,250,000				1,250,000	1,512,500
Annual Water Quality Reporting	40,000	40,000	40,000	40,000	40,000	200,000	246,500
Annual Sewer Flow Metering Program	25,000	25,000	25,000	25,000	25,000	125,000	154,200
Lift Station 4 Replacement			1,250,000			1,250,000	1,557,900
WWTP Centrifuge	400,000					400,000	440,000
Lift Station MCC Upgrades	500,000	500,000	500,000	500,000	500,000	2,500,000	3,081,100
Comprehensive Plan Completion	175,000					175,000	192,500
<b>Subtotal</b>						<b>\$ 31,900,000</b>	<b>\$ 37,474,400</b>
<b>Stormwater Capital Improvement Projects</b>							
Donkey Creek Daylighting		1,200,000				1,200,000	1,452,000
Austin Drive Box Culvert		500,000				500,000	605,000
Annual Storm Culvert Replacement Program	250,000	250,000	250,000	250,000	250,000	1,250,000	1,540,500
50th Street Box Culvert	350,000					350,000	385,000
38th Ave Storm		1,000,000				1,000,000	1,210,000
Storm Comp Plan Update	100,000					100,000	110,000
Annual NPDES Implementation Expenses	135,000	215,000	170,000	155,000	175,000	850,000	1,051,000
<b>Subtotal</b>						<b>\$ 5,250,000</b>	<b>\$ 6,353,500</b>

(1) Projects listed in this Table are from the City's draft water and sewer comprehensive plans and from the City's list of planned stormwater projects. All projects are conservatively assumed to be stated in 2007 dollars. The years scheduled for sewer and stormwater projects are as specified in the draft sewer comprehensive plan and the City's stormwater capital improvement list. All water capital improvement projects are assumed to occur in 2010 since the draft water comprehensive plan only identifies that these projects will occur within the next 6 years.

(2) The total costs adjusted for inflation are determined by applying annual capital inflation costs of 10 percent in 2008 and 2009 and then 3 percent inflation in 2010 through 2012.

**TABLE 1-10**

**Pro Rate Shares of Planned Capital Improvements Included in GFCs**

Utility Improvements (1)	Total Cost In Year Planned (2)	Percentage City Funded	Included in GFC (Y/N)	Total Cost Included in GFC	Customers Benefitting (3)	Facility Component (\$/ERU)
<b>WATER CAPITAL IMPROVEMENT PROJECTS</b>						
Harborview Drive - S1	\$ 683,000	100%	Y	\$ 683,000	6,590	\$ 104
Stinson Avenue - S2	\$ 228,100	100%	Y	\$ 228,100	6,590	\$ 35
Harborview Drive Dead End - S3	\$ 504,800	100%	Y	\$ 504,800	6,590	\$ 77
Tarabochia Street - S4	\$ 54,800	100%	Y	\$ 54,800	6,590	\$ 8
Grandview Street - S5	\$ 73,500	100%	Y	\$ 73,500	6,590	\$ 11
96th Street New Extension - S6	\$ 335,300	100%	Y	\$ 335,300	6,590	\$ 51
Shurgard East Tee - S7	\$ 64,800	100%	Y	\$ 64,800	6,590	\$ 10
Harbor Hill Drive Extension - S8	\$ 196,900	100%	Y	\$ 196,900	6,590	\$ 30
Woodworth Avenue - S9	\$ 62,300	100%	Y	\$ 62,300	6,590	\$ 9
Well No. 6 - W6	\$ 2,168,600	100%	Y	\$ 2,168,600	6,590	\$ 329
Well No. 9 - W9	\$ 2,492,600	100%	Y	\$ 2,492,600	2,085	\$ 1,195
Well No. 10 - W10	\$ 186,900	100%	Y	\$ 186,900	2,085	\$ 90
<b>TOTAL</b>	<b>\$ 7,051,600</b>			<b>\$ 7,051,600</b>		<b>\$ 1,949</b>
<b>SEWER CAPITAL IMPROVEMENT PROJECTS</b>						
WWTP Phase 1 Expansion	\$ 11,440,000	100%	Y	\$ 11,440,000	6,667	\$ 1,716
WWTP Phase 2 Expansion	\$ 8,385,300	100%	Y	\$ 8,385,300	6,667	\$ 1,258
Sewer Outfall Extension	\$ 7,700,000	100%	Y	\$ 7,700,000	6,667	\$ 1,155
N. Harborview Sewer Sag	\$ 1,246,300	100%	Y	\$ 1,246,300	10,580	\$ 118
Harborview Main Sewer Upsize/Replacement	\$ 1,210,000	100%	Y	\$ 1,210,000	3,800	\$ 318
Odor Control	\$ 308,100	100%	Y	\$ 308,100	10,580	\$ 29
Reid Drive Lift Station Replacement	\$ 1,512,500	100%	Y	\$ 1,512,500	3,800	\$ 398
Annual Water Quality Reporting	\$ 246,500	100%	N	\$ -	10,580	\$ -
Annual Sewer Flow Metering Program	\$ 154,200	100%	N	\$ -	10,580	\$ -
Lift Station 4 Replacement	\$ 1,557,900	100%	Y	\$ 1,557,900	3,800	\$ 410
WWTP Centrifuge	\$ 440,000	100%	Y	\$ 440,000	3,800	\$ 116
Lift Station MCC Upgrades	\$ 3,081,100	100%	Y	\$ 3,081,100	10,580	\$ 291
Comprehensive Plan Completion	\$ 192,500	100%	Y	\$ 192,500	10,580	\$ 18
<b>TOTAL</b>	<b>\$ 37,474,400</b>			<b>\$ 37,073,700</b>		<b>\$ 5,827</b>
<b>STORMWATER CAPITAL IMPROVEMENT PROJECT</b>						
Donkey Creek Daylighting	\$ 1,452,000	100%	Y	\$ 1,452,000	7,570	\$ 192
Austin Drive Box Culvert	\$ 605,000	100%	Y	\$ 605,000	7,570	\$ 80
Annual Storm Culvert Replacement Program	\$ 1,540,500	100%	Y	\$ 1,540,500	7,570	\$ 204
50th Street Box Culvert	\$ 385,000	100%	Y	\$ 385,000	7,570	\$ 51
38th Ave Storm	\$ 1,210,000	100%	Y	\$ 1,210,000	7,570	\$ 160
Storm Comp Plan Update	\$ 110,000	100%	Y	\$ 110,000	7,570	\$ 15
Annual NPDES Implementation Expenses	\$ 1,051,000	100%	Y	\$ 1,051,000	7,570	\$ 139
<b>TOTAL</b>	<b>\$ 6,353,500</b>			<b>\$ 6,353,500</b>		<b>\$ 839</b>

(1) The City provided the list of planned capital improvements and their costs.

(2) All planned capital project costs have been adjusted for inflation based on 10% inflation in 2008, 10 percent in 2009, and 3 percent in all later years. Original projects costs are assumed to be stated in terms of 2007 dollars and therefore inflation adjustments begin with project costs scheduled for 2008 and beyond.

(3) The number of customers benefiting from water projects represents either just expected 10-year growth in ERUs (2,085) or the total number of both existing and expected ERUs in the year 2017. Similarly, the number of wastewater customers benefiting planned improvements represent growth in ERUs (3,800) or the total number of ERUs projected in the year 2017 (10,580) plus the additional assignment of 6,667 ERUs that represents the number of ERUs that can be served by the 1 MGD WWTP capacity increase projects.

**GENERAL FACILITY CHARGES**

Table 1-11 lists total GFCs for consideration by the City. The GFCs recommended by this analysis are consistent with the Revised Code of Washington, case law, and industry practice. The GFCs listed in Table 1-11 also reflect a conservative approach taken to ensure that growth is charged an equitable fee for connecting to the water and sewer systems.

**TABLE 1-9**

**Maximum Recommended Water/Sewer/Storm Utility GFCs**

<b>Utilities</b>	<b>Existing Facility Component</b>	<b>Future Facility Component</b>	<b>Total GFC (\$/ERU)</b>
Water	\$4,234	\$1,949	\$6,180
Sewer	\$2,964	\$5,827	\$8,790
Stormwater	\$462	\$839	\$1,300

**IMPLEMENTATION**

As discussed, the City currently uses ERUs in determining GFCs for new customers. Therefore the GFCs in Table 1-9 are appropriate to replace the GFC amounts currently listed in City ordinances and should be applied uniformly to all new customers connecting to the City’s utilities.

GFCs are required to be based on the original costs of facilities and the future facility component of the GFCs shown in Table 1-9 include projected inflation costs. For these reasons the GFCs determined in this analysis should not be adjusted in the future for the effects of inflation. GFCs need only to be updated when new capital improvements are identified in the City’s next comprehensive plan.



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

**Subject: Ordinance Increasing Sewer General Facility Charges.**

**Proposed Council Action:**

Adopt ordinance increasing sewer general facility charges.

**Dept. Origin:** Finance

**Prepared by:** David Rodenbach

**For Agenda of:** January 28, 2008

**Exhibits:** Ordinance

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Administrator:** \_\_\_\_\_

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** DR 1/24/08

**Approved by Department Head:** \_\_\_\_\_

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

This is an ordinance increasing the charge for connecting to the city's sewer system. This charge is referred to as a "General Facility Charge (GFC)." The increase is based on a study performed by Peninsula Financial Consulting. The GFC was last increased in May 2002.

**FISCAL CONSIDERATION**

Based on the 2007 General Facility Charge Study performed by Peninsula Financial Consulting, we are recommending the sewer GFC be increased from \$3,050 through \$3,390 depending on the zone, to \$8,790 across all zones.

With annual growth of 200 new eru's this fee increase will generate an additional \$1,100,000 in revenue for the sewer system.

**RECOMMENDATION / MOTION**

**Move to:** Pass ordinance after second reading.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER CONNECTION AND GENERAL FACILITIES CHARGES (“GFC”) (WHICH ARE DIFFERENT TERMS FOR THE SAME CHARGE), INCREASING THE SEWER GFC CHARGE TO BE PAID BY THE PROPERTY OWNER AT THE TIME OF CONNECTION WITH THE CITY’S WATER UTILITY SYSTEM, CONSISTENT WITH THE CITY’S RECENTLY ADOPTED STUDY ON SEWER GENERAL FACILITIES CHARGES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.32.060.**

---

WHEREAS, the City has recently commissioned a study to be made of its water facility system, in order to analyze the basis for the existing Sewer General Facilities Charge (GFC) (also known as the “sewer connection fee” or “hook-up fee”); and

WHEREAS, the Sewer GFC was last reviewed and recalculated on May 13, 2002; and

WHEREAS, this study, titled the 2007 GFC and Rate Study, performed by Peninsula Financial Consulting, provided the data for the Council’s review of the existing GFC rates in this Ordinance; and

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

WHEREAS, the 2007 GFC and Rate Study demonstrated that an increase in the sewer GFC’s rates was warranted; and

WHEREAS, the City Council held a public hearing on the water GFC rate increase proposed by this ordinance on January 28, 2008, Now, Therefore,

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



Section 1. Section 13.32.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**13.32.060 Connection fees Sewer General Facilities Charges.**

A. The city shall impose ~~a~~ the following connection fees Sewer General Facilities Charge of \$8,790 per equivalent residential unit to connect to the sewer system.:

~~1. Zone A includes all properties which participated in the city's Sewer Utility Local Improvement District No. 1 (ULID No. 1), as described in Ordinance 169 establishing ULID No. 1. The connection fee General Facilities Charge for Zone A is \$3,250 \_\_\_\_\_ per equivalent residential unit (ERU).~~

~~2. Zone B includes all properties which participated in the city's Sewer Utility Local Improvement District No. 2 (ULID No. 2), as described in Ordinance 515 establishing ULID No. 2. The connection fee General Facilities Charge for Zone B is \$3,070 \_\_\_\_\_ per equivalent residential unit (ERU).~~

~~3. Zone C includes all property participating in the city's Sewer Utility Local Improvement District No. 3 (ULID No. 3), as described in Ordinance 617 establishing ULID No. 3 and additional property within Canterwood Subdivision Divisions 4 through 12 which is included in Canterwood's sewer capacity/utility extension agreement but not specifically included in ULID No. 3. The connection fee General Facilities Charge for Zone C is \$3,050 \_\_\_\_\_ per equivalent residential unit (ERU).~~

~~4. The connection fee General Facilities Charge for all property not described in the above zones to which sewer service is extended is \$3,390 per equivalent residential unit (ERU).~~

B. The method/formula for determining the basic hook-up charge General Facilities Charge adjustment shall be: (basic hook-up charge GFC/ERU) (number of ERUs) = total hook-up charge GFC. The below assignment of equivalent residential units (ERUs) to classes of service shall be used. The ERU assignment shall be applied on a proportionate basis.

<b>Class of Service</b>	<b>ERU Assignment</b>
Residential	
1. Single-family dwelling	1 ERU
2. Multifamily dwelling	1 ERU per dwelling
3. Trailer courts,	
a) permanent mobile home parks	1 ERU per rental space provided sewer service
b) transient RV parks	0.33 ERU per RV site provided sewer service
4. Bed and breakfast	1 ERU, plus 1 ERU per 5 rental rooms
5. Home business (residential primary use)	1 ERU
Non-residential	
6. High schools, junior high schools and community colleges	1 ERU per 24 students

7. Elementary schools, preschools, day care	1 ERU per 54 students
8. Churches	1 ERU per 150 seats
- if parsonage	1 ERU additional
- if weekday child care or church school	1 ERU per 54 students additional
9. Hospitals – General	1 ERU per bed
10. Convalescent/rest homes	1 ERU per 2 beds
11. Hotels, motels	1 ERU per 2 rooms
- if quality restaurant	1 ERU per 8 seats additional
12. Quality restaurants	1 ERU per 8 seats
13. Fast food	1 ERU per 9 seats
14. Tavern	1 ERU per 15 seats
15. Service stations (without car wash)	2 ERUs
16. Car wash	
- Wand	1.5 ERUs per stall
- Rollover	7.0 ERUs
- Tunnel	7.5 ERUs
17. Laundromats	1 ERU per machine or actual or projected flow calculations approved by the city engineer. See subsection D of this section for more information about actual and projected flows.
18. Commercial (commercial shall include all classes not otherwise included in this table)	1 ERU per 1,600 sq. ft. or less of interior floor space. For commercial establishments in excess of 1,600 sq. ft. of interior floor space, the city may use actual or projected flow calculations approved by the city engineer. See subsection D of this section for more information about actual and projected flows.

(Commercial shall include all classes not otherwise included on this table.)

For commercial establishments in excess of 1,600 square feet of interior floor space, the city may use actual or projected flow calculations approved by the city engineer; provided, however, the minimum ~~connection fee~~ General Facilities Charge shall not be less than one equivalent residential unit. If projected flow calculations are used, the ~~connection fee~~ General Facilities Charge shall be adjusted after the first year of operation of the establishment to reflect actual flow usage in the event the flows were underestimated.

19.	Light industrial waste with a) 30 lbs to 200 lbs of S.S. per day, or b) 30 lbs to 200 lbs of BOD per day, and c) less than 10,000 gallons per day	Based on projected average monthly flows during peak season – 700 cu. ft. If projected flows are unknown then basis is same as Class 16
20.	Heavy industrial waste with more than	Same as Class 17 1 ERU per machine.

	a) 200 lbs of BOD per day, or b) 200 lbs of S.S. per day, or c) 10,000 gallons or more per day	
--	--	--

C. Where seating is on benches or pews, the number of seats shall be computed on the basis of one seat for each 18 inches of bench or pew length.

D. Where actual or projected flows are used, the minimum ~~connection fee~~ General Facilities Charge shall not be less than one equivalent residential unit. If projected flow calculations are used, the ~~connection fee~~ General Facilities Charge shall be adjusted after the first year of operation of the establishment to reflect actual flow usage in the event the flows were underestimated. If projected flow calculations are proposed, it shall be the responsibility of the applicant to provide the engineered water consumption or other information necessary to determine the sewer flow, expressed in gallons per day (GPD).

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

Filed with city clerk:  
Passed by the city council:  
Date published:  
Date effective:



Business of the City Council
City of Gig Harbor, WA

Subject: Ordinance Increasing Storm Water General Facility Charges.

Dept. Origin: Finance

Prepared by: David Rodenbach

Proposed Council Action:

For Agenda of: January 28, 2008

Adopt ordinance increasing storm water general facility charges.

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: \_\_\_\_\_

Approved by City Administrator: \_\_\_\_\_

Approved as to form by City Atty: \_\_\_\_\_

Approved by Finance Director: DR 1/24/08

Approved by Department Head: \_\_\_\_\_

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. All values are 0.

INFORMATION / BACKGROUND

This is an ordinance establishing a General Facility Charge (GFC) for connecting to the city's storm water system. The GFC is based on a study performed by Peninsula Financial Consulting in 2007.

FISCAL CONSIDERATION

Based on the 2007 General Facility Charge Study, we are recommending a storm water GFC of \$1,300 per residential equivalent billing unit. An "equivalent billing unit" is defined as 2,200 square feet of impervious ground cover and/or a single-family dwelling.

With annual growth of 200 new eru's this fee increase will generate an additional \$260,000 in revenue for the storm water system.

RECOMMENDATION / MOTION

Move to: Pass ordinance after second reading.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STORM WATER GENERAL FACILITIES CHARGES (“GFC”) IMPOSING A ONE-TIME GFC CHARGE TO BE PAID BY THE PROPERTY OWNER AT THE TIME NEW DEVELOPMENT IS CONNECTED TO THE CITY’S STORM WATER SYSTEM, CONSISTENT WITH THE CITY’S RECENTLY ADOPTED STUDY ON STORM WATER GENERAL FACILITIES CHARGES; ADDING A NEW SECTION 14.10.055 TO THE GIG HARBOR MUNICIPAL CODE.**

---

WHEREAS, the state law authorizing the City to construct “systems of sewerage” and to “fix, alter, regulate and control the rates and charges for their use” allows the City to pay for improvements to its storm drainage system by imposing general facilities charges (GFC’s) on property owners when the City issues development permits, which charges are based on the amount of impervious surface on property (RCW 35.67.020; *Tapps Brewing, Inc. v. City of Sumner*, 106 Wn. App. 79, 22 P.3d 280 (2001)); and

WHEREAS, the City has recently commissioned a study to be made of its storm water facility system, in order to determine whether the City should be imposing a storm water general facilities charge (“GFC”); and

WHEREAS, this study, titled the 2007 GFC and Rate Study, performed by Peninsula Financial Consulting, provided the data for the Council’s review of the GFC charges in this Ordinance; and

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

WHEREAS, the 2007 GFC and Rate Study demonstrated that the City should be charging a storm water GFC to cover the cost of improvements to the City's storm water drainage system and

WHEREAS, the City Council held a public hearing on the storm water GFC rate increase proposed by this ordinance on January 28, 2008, Now, Therefore,

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

Section 1. A new Section 14.10.055 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**14.10.055. Storm Water System General Facilities Charges.**

The method/formula for determining the general facility charge shall be: (number of equivalent billing units times \$1,300 = total general facility charge). The City shall require payment of the following general facilities charges from a property owner in order to obtain a development permit:

1 equivalent billing unit	\$1,300
2 equivalent billing units	\$2,600
3 equivalent billing units	\$3,900
4 or more equivalent billing units	As calculated in formula

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

Filed with city clerk:  
Passed by the city council:  
Date published:  
Date effective:





Business of the City Council
City of Gig Harbor, WA

NB-8

Subject: Public Hearing and First Reading of Ordinance – Allowance of Nonconforming Residential Structures in “R-2” Districts to be Reconstructed if Accidentally Destroyed.

Proposed Council Action: Review ordinance and approve at second reading.

Dept. Origin: Community Development

Prepared by: Tom Dolan [Signature] Planning Director

For Agenda of: January 23, 2008

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor: [Signature] 1/24
Approved by City Administrator: [Signature] 1/23
Approved as to form by City Atty: [Signature]
Approved by Finance Director: [Signature] N/A
Approved by Department Head: [Signature] TD 1/23/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0).

INFORMATION / BACKGROUND

The Planning Commission and City Council have been contacted by the owners of nonconforming triplexes within the “R-2” District who are concerned that the existing nonconforming use regulations do not allow such structures to be rebuilt if they are accidentally destroyed.

Staff has also identified two other issues with the existing nonconforming use regulations that should also be addressed. First, is a clarification that if the owner of a nonconforming structure intentionally destroys the structure, the building cannot be replaced unless it meets all zoning requirements.

ENVIRONMENTAL ANALYSIS

The City’s SEPA Responsible Official issued a DNS for the proposed amendments on December 21, 2007 pursuant to WAC 197-11-340.

FISCAL CONSIDERATION

None

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning and Building Committee has discussed this issue and initially felt that the text amendment could be considered directly by the City Council without Planning Commission review. However, the Planning Commission expressed concern that there may be additional issues associated with the nonconforming use section of the code and a comprehensive review by the Commission was appropriate. In recognition of the issues facing the owners of nonconforming residential structures in the "R-2" District, the Planning and Building Committee did feel it was appropriate to ask the full Council to consider an interim ordinance to address the current problem. The proposed ordinance directs the Planning Commission to review this issue and report their findings to the City Council by July 1, 2008. The Planning Commission has already discussed this ordinance and it is anticipated that the Commission will conduct a public hearing on the matter in April.

**RECOMMENDATION / MOTION**

**Move to:** Staff recommends Council review the ordinance and approve at second reading.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO RESIDENTIAL NONCONFORMING USES AND STRUCTURES IN THE R-2 ZONING DISTRICT, ALLOWING RECONSTRUCTION OF ACCIDENTIALLY DESTROYED NONCONFORMING RESIDENTIAL STRUCTURES IN THE R-2 ZONE BUT ONLY TO THE SAME OR SMALLER DIMENSIONS AND AS LONG AS SUCH RECONSTRUCTION OCCURRED WITHIN ONE YEAR OF THE DESTRUCTION, DIRECTING THE PLANNING COMMISSION TO ADDRESS POSSIBLE CHANGES TO CHAPTER 17.68 OF THE GIG HARBOR MUNICIPAL CODE WITHIN THE NEXT YEAR; ADDING NEW SECTIONS 17.68.035 AND 17.68.038 AND 17.68.045, AMENDING SECTION 17.68.040 OF THE GIG HARBOR MUNICIPAL CODE.**

---

WHEREAS, the Gig Harbor City Council directed City staff to consider whether an amendment to chapter 17.68 GHMC was necessary, in light of the potential for elimination of existing housing after destruction of residential structures in the R-2 zone; and

WHEREAS, several nonconforming residential structures in the R-2 zoning district provide needed housing; and

WHEREAS, a recent request for a code interpretation brought to light ambiguity in GHMC Section 17.68.040, which allows reconstruction of a nonconforming structure if it is destroyed by “any means;” and

WHEREAS, the City Council acknowledges that this issue must be addressed in all zones with existing residential housing, but believes that an amendment to the code relating to existing residential housing in the R-2 zone should be considered without delay, because several existing property owners have indicated that they are currently unable to obtain homeowner’s insurance

and/or refinance, because their properties are currently nonconforming uses and/or structures; and

WHEREAS, additional changes need to be made to the language in GHMC Section 17.68.040, so that a nonconforming structure may not be intentionally destroyed and then reconstructed to its original dimensions; and

WHEREAS, further changes need to be made to GHMC Section 17.68.040(C), because reference is made to a procedure whereby the hearing examiner makes a decision to allow a change in one nonconforming use to another, without a public hearing, and the City's permit processing procedures do not allow the hearing examiner to make any decisions without holding a public hearing; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on December 21, 2007,; and

WHEREAS, on December 3, 2007, a copy of this Ordinance was sent to the Washington Department of Construction, Trade and Economic Development, pursuant to RCW 36.70A.106(1); and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of \_\_\_\_\_ 200\_; and

WHEREAS, on \_\_\_\_\_, 2007, the City Council adopted this Ordinance during a regular City Council meeting; Now, therefore;

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

Section 1. A new Section 17.68.035 of the Gig Harbor Municipal Code is hereby added to the Gig Harbor Municipal Code, to read as follows:

**17.68.035 Nonconforming residential uses of land in R-2 Zones.**

When, before the effective date of the adoption or an amendment of the applicable regulations, a lawful residential use of land existed in a Medium Density Residential zone (“R-2”) that would not be permitted by the regulations thereafter imposed by chapter 17.01 GHMC or amendments thereof, the residential use may be continued so long as it remains otherwise lawful, and it shall be deemed a nonconforming use; provided, however, that:

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

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

C. Destruction and Discontinuance. If any such residential nonconforming use of land is discontinued for any reason for a period of more than one year, any subsequent use of land shall conform to the regulations specified by this title for the district in which such land is located. A nonconforming use that is damaged by fire, act of nature or other causes beyond the control of the owners may be resumed, as long as the use is not discontinued longer than one year. Any structure occupied by the nonconforming use may only be reconstructed in accordance with applicable codes and regulations to the same or smaller configuration existing immediately prior to the time the structure was damaged or destroyed. “Discontinued is defined in GHMC Section 17.68.038.

Section 2. A new Section 17.68.038 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**17.68.038 Discontinuance of nonconforming structures and uses.**

A. A use is considered discontinued when:

1. A permit to change the use of the lot or structure was issued and acted upon;

2. The structure, or a portion of the structure is not being used for the use allowed by the most recent permit;

3. The structure is vacant, or the portion of the structure formerly occupied by the nonconforming use is vacant. The use of the structure shall be considered discontinued even if materials from the former use remain or are stored on the property. A multi-family structure with one or more vacant dwelling units is not considered vacant and the use is not considered to be discontinued unless all units in the structure are vacant.

4. If a complete application for a permit that would allow the nonconforming use to continue, or that would authorize a change to another nonconforming use has been submitted before the structure has been vacant for twelve (12) consecutive months, the nonconforming use shall not be considered discontinued unless the permit lapses or the permit is denied. If the permit is denied, the nonconforming use may be reestablished after all appeals are exhausted, if the City's denial is reversed.

Section 3. Section 17.68.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.68.040 Nonconforming Structures.**

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

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

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

A nonconforming structure that is damaged by fire, act of nature or other causes beyond the control of the owners may be reconstructed as long as it is not discontinued for more than twelve consecutive months. Any such structure shall be reconstructed in accordance with currently applicable regulations and codes to the same or smaller configuration existing immediately prior to the time the structure was damaged or destroyed. "Discontinued" is defined in GHMC Section 17.68.038; and

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

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

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

F. D. When a structure and premises have a nonconforming use status, the removal or intentional destruction of the structure shall eliminate the nonconforming status. ~~and~~ Removal and intentional destruction for the purposes of this subsection is defined

as damage causing loss value greater than 50 percent of the replacement cost at the time of destruction or removal.

Section 3. A new Section 17.68.045 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**17.68.045 Changes from one nonconforming use to another.**

A.. If no structural alterations are made, any nonconforming use of a structure and premises may be changed to another nonconforming use, under the procedures established in Title 19GHMC for a Type III project permit application. In order to approve such new nonconforming use, the hearing examiner must find that the proposed use is more appropriate for the district than the existing nonconforming use. The hearing examiner may also require that appropriate conditions and safeguards be imposed on the change from one nonconforming use to another.

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

Section 4. Planning Commission Direction. The City Council hereby directs the Planning Commission to include a review of chapter 17.68 GHMC on their list of projects for the year 2008, and to provide the City Council a report on their review by July 1, 2008.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.



Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_ day of May, 2007.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

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

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



Business of the City Council
City of Gig Harbor, WA

Subject: Junk Vehicles Ordinance

Proposed Council Action: Consider the proposed ordinance defining "Junk Vehicles" and prohibiting the retention of such vehicles on property within the city limits of Gig Harbor.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: January 22, 2008

Exhibits:

Initial & Date

Concurred by Mayor:

CBH 1/22/08

Approved by City Administrator:

RJK 1/23

Approved as to form by City Atty:

CAM 1/22/08

Approved by Finance Director:

DR 1/22/08

Approved by Department Head:

[Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

This ordinance seeks to further enhance public health and safety. The current ordinance entitled "Junk Yards", Chapter 8.08 GHMC is out of date and therefore no longer consistent with state law. This new ordinance has been reviewed by the Planning/Building Committee as well as city staff and is now forwarded to City Council for consideration. It provides definitions, exemptions, regulations and abatement processes concerning "Junk Vehicles".

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Move to: Consider the proposed "Junk Vehicles" Ordinance.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO REMOVAL OF JUNK VEHICLES FROM PRIVATE PROPERTY, DECLARING JUNK VEHICLES TO BE NUISANCES AND UNLAWFUL, DEFINING JUNK VEHICLES, DESCRIBING THE PROCEDURE FOR ISSUANCE OF NOTICES OF VIOLATION TO THE PROPERTY OWNER AND OWNER OF THE VEHICLE, HEARING, ABATEMENT, IMPOSITION OF CIVIL PENALTIES AND COLLECTION OF PENALTIES, REPEALING CHAPTER 8.08 GHMC AND ADDING A NEW CHAPTER 8.08.**

---

WHEREAS, the presence of public nuisances has a detrimental affect on the health safety and welfare of the community; and

WHEREAS, the presence of junk or inoperable vehicles on either public or private property within the City present inherent safety and health concerns; and

WHEREAS, the legislature of the State of Washington allows cities to abate abandoned or junk vehicles as nuisances, in accordance with RCW 46.55.240;

WHEREAS, the City's existing chapter 8.08 regulating Junk Vehicles is outdated and does not fulfill new statutory requirement;

WHEREAS, RCW 46.55.240 requires that the City include certain statutory provisions in any local ordinance; NOW, THEREFORE,

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

Section 1. Chapter 8.08 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Chapter 8.08 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Chapter 8.08  
JUNK VEHICLES**

Sections:

8.08.010	Purpose.
8.08.020	Definitions
8.08.030	Exemption
8.08.040	Nuisance declared, violations
8.08.050	Enforcement
8.08.060	Investigation and notice of violation
8.08.070	Time to comply
8.08.080	Hearing
8.08.090	Order of the Hearing Examiner
8.08.100	Removal and Disposal - Costs
8.08.110	Civil penalties
8.08.120	Additional relief

**8.08.010 Purpose.**

The purpose of this ordinance is to provide for the abatement and removal of junk vehicles on private property as provided for in RCW 46.55.240. Abatement is necessary to preserve and enhance the aesthetic character of the City's neighborhoods, protect property values and rights and to reduce environmental health, and safety problems associated with junk vehicles.

**8.08.020 Definitions.**

For the purposes of this chapter, the following definitions apply:

A. "Junk Vehicle" is any vehicle which meets at least three of the following criteria:

1. Is three years old or older;
2. Is extensively damaged, such damage including, but not limited to the following examples:
  - a. broken window or windshield
  - b. flat tires
  - c. missing tires, motor or transmission
  - d. rusted exterior;
  - e. leaking oil or gasoline;
3. Is apparently inoperable, meaning that a vehicle does not appear to comply with requirements for vehicles used on public streets with regard to brakes, lights, tires, safety glass or other safety equipment.

4. Has expired license tabs;
5. Has an approximate fair market value equal only to the approximate value of the scrap in it.
6. A vehicle illegally parked in the required front or side yard.

B. Enforcement Officer means the City Administrator, his or her designee, representative or a City of Gig Harbor law enforcement official.

C. Vehicle shall include, but not be limited to, automobiles, motorcycles, trucks, buses, motorized recreational vehicles, campers, travel trailers, boat trailers, utility trailers, or other similar devices capable of moving or being moved on the public right-of-way, and shall also include parts of Vehicles, but shall not include devices moved by human or animal power, or used exclusively upon stationary rails or tracks.

#### **8.08.030 Exemptions.**

The provisions of this ordinance shall not apply to:

A. A vehicle or part thereof that is completely enclosed within a building in a lawful manner, so as not to be visible from adjacent or nearby public or private property;

B. A vehicle or part thereof that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dismantler or licensed vehicle dealer and is fenced in accordance with the provisions of RCW 46.80.130.

#### **8.08.040 Nuisance declared, violations.**

A. The storage or retention of junk vehicles on private property is declared a public nuisance which is subject to the enforcement, removal and abatement procedures in this chapter.

B. It shall be unlawful for any person, firm or corporation to retain, place or store junk vehicles on private property, in conflict with or in violation of any of the provisions of this code.

C. Additional Violations. In addition to the above, it is a violation of this chapter to:

1. Remove or deface any sign, notice, complaint or order required by or posted in accordance with this chapter;
2. Fail to comply with any of the requirements of this title, including any requirement of the city's codes and state codes adopted by reference herein.

#### **8.08.050 Enforcement.**

- A. The Enforcement Officer shall have the authority to enforce this chapter. The Enforcement Officer may call upon the building, fire, planning and community development or other appropriate city departments to assist in enforcement.
- B. This chapter shall be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons.
- C. It is the intent of this chapter to place the obligation of complying with its requirements upon the property owner, occupier of the property, owner of the junk vehicle or other person responsible for the storage or retention of junk vehicles within the scope of this title.
- D. No provision of or any term used in this chapter is intended to impose any duty upon the city or any of its officers or employees which would subject them to damages in a civil action.

#### **8.08.060 Investigation and notice of violation.**

- A. Investigation. The police chief shall investigate the premises which the Enforcement Officer reasonably believes does not comply with the standards and requirements of this title.
- B. Notice of Violation. If, after investigation, the police chief determines that the standards or requirements of this title have been violated, the Enforcement Officer shall serve a notice of violation upon the property owner, tenant, vehicle owner, or other person responsible for the condition. The notice of violation shall contain the following information:
  1. Name and address of the person(s) to whom the citation is issued;
  2. The location of the subject property by address or other description sufficient for identification of the subject property;
  3. A description of the vehicle and its location;

4. A separate statement of each standard, code provision or requirement violated, and the reasons for which the City deems the junk vehicle(s) to be a public nuisance in violation of this chapter;

5. What corrective action, if any, is necessary to comply with the standards, code provisions or requirements;

6. A reasonable time for compliance;

7. A statement that if the person(s) to whom the notice of violation is issued fails to complete the corrective action by the date required, the City or its designee shall remove, impound and dispose of the vehicle, and will assess all costs of administration and removal against the owner of the property upon which the vehicle is located or otherwise attempt to collect such costs against the owner of the vehicle;

8. A statement that the owner of the land on which the vehicle is located may appear in person at the hearing and present a written statement in time for consideration at the hearing, and deny responsibility for the presence of the junk vehicle on the land, with his/her reasons for denial.

C. Service. The notice shall be served on the owner, tenant, vehicle owner or other person responsible for the condition by personal service, registered mail, or certified mail with return receipt requested, addressed to the last known address of such person. If, after a reasonable search and reasonable efforts are made to obtain service, the whereabouts of the person(s) is unknown or service cannot be accomplished and the Enforcement Officer makes an affidavit to that effect, then service of the notice upon such person(s) may be made by:

1. Publishing the notice once each week for two consecutive weeks in the city's official newspaper; and

2. Mailing a copy of the notice to each person named on the notice of violation by first class mail to the last known address as shown on the official Pierce County assessor's parcel data, or if unknown, to the address of the property involved in the proceedings.

D. Posting. A copy of the notice shall be posted at a conspicuous place on the property, unless posting the notice is not physically possible.

E. Amendment. A notice or order may be amended at any time in order to:

1. Correct clerical errors; or

2. Cite additional authority for a stated violation.

F. Withdrawal. The city may choose to withdraw a notice of violation at any time, without prejudice to the city's ability to reissue it, if a certificate of compliance has not been obtained for the specific violations.

#### **8.08.070 Time to comply.**

A. Determination of Time. When calculating a reasonable time for compliance, the police chief shall consider the following criteria:

1. The type and degree of violation cited in the notice;
2. The stated intent, if any, of a responsible party to take steps to comply;
3. The procedural requirements for obtaining a permit to carry out corrective action;
4. The complexity of the corrective action, including seasonal considerations, and
5. Any other circumstances beyond the control of the responsible party.

B. A copy of the notice may be recorded against the property with the Pierce County auditor. The Enforcement Officer may choose not to file a copy of the notice or order if the notice or order is directed only to a responsible person other than the owner of the property.

#### **8.08.080 Hearing.**

A. The property owner, tenant, vehicle owner or other person responsible for the violation may appeal the notice of violation by requesting such appeal of the notice within 15 calendar days after service of the notice. When the last day of the period so computed is a Saturday, Sunday, or federal or city holiday, the period shall run until 5:00 p.m. on the next business day. The request shall be in writing, and upon receipt of the appeal request, the Enforcement Officer shall forward the request to the municipal court judge.

B. If a request for a hearing is received, a notice giving the time, location and date of the hearing shall be mailed, by certified mail, with a five-day return receipt requested, to the owner of the land as shown on the County Assessor records and the legal owner of the vehicle, unless the vehicle condition is such that identification numbers are not available.

C. The owner of the land on which the vehicle is located may appear in person at the hearing or present a written statement for consideration, and deny responsibility for the presence of the vehicle, with the reasons for denial. If it is



determined that the vehicle was placed on the property without the consent of the landowner and that the landowner has not acquiesced in its presence, then the cost of removal shall not be assessed against the landowner.

D. At or after the appeal hearing, the municipal court judge may:

1. Sustain the notice of violation and require that the vehicle be removed at the request of the Enforcement Officer after a dated certain, and that the junk vehicle be disposed of by a licensed vehicle wrecker or tow truck operator, with notice to the Washington State Patrol and the department of licensing that the vehicle has been wrecked;
2. Withdraw the notice of violation;
3. Continue the review to a date certain for receipt of additional information;
4. Modify the notice of violation, which may include an extension of the compliance date, and/or determine that the owner of the property is not responsible for the costs of removal, pursuant to subsection C above.

#### **8.08.090 Municipal Court Order.**

A. Unless mutually agreed to by the appellant and the Court, the order of the Court shall be served upon the person to whom it is directed, either personally or by mailing a copy of the order to such person at his/her last known address as determined by designated Enforcement Officer's within 15 calendar days following the conclusion of testimony and hearings and the closing of the record.

B. Proof of service shall be made by a written declaration by the person effecting the service, declaring the time and date of service and the manner by which service was made.

C. The Municipal Court, in affirming the Enforcement Officer's Notice of Violation and Abatement, may assess administrative costs or costs related to the abatement of the violators' vehicle. The Court may also order the refund of hearings fees to parties deemed not responsible for the violation.

D. If it is determined at the hearing that the Vehicle was placed on the land without the consent of the Landowner and that he or she has not subsequently acquiesced in its presence, then the Municipal Court's order shall not assess costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect the cost from the Landowner.

### **8.08.100 Removal and Disposal - Costs.**

A. Commencing 45 calendar days after service of the Notice of Violation and Abatement, if no appeal had been filed, or 15 calendar days after the issuance of an Order from the municipal court resulting in authority to remove, the Enforcement Officer shall supervise the removal and disposal of the Vehicle or part thereof. The Enforcement Officer will provide notice to the Washington State Patrol and the Washington State Department of Licensing that the vehicle has been processed in accordance with the laws of the State of Washington.

B. The City's costs related to the removal of the junk vehicle may be collected from the registered owner of the vehicle(s) if the identify of the owner can be determined, unless the owner, in the transfer of ownership, has complied with RCW 46.12.101. Alternatively, the cost may be collected from the owner of the property on which the vehicle has been stored.

### **8.08.110 Civil Penalties.**

A. In addition to any other sanction or remedial procedure which may be available, any person, firm or corporation violating or failing to comply with any of the provisions of this chapter shall be subject to a cumulative civil penalty in the amount of \$100.00 per day for each violation from the date set for compliance until compliance with the order is achieved.

B. The penalty imposed by this section shall be collected by civil action brought in the name of the city. The Enforcement Officer shall notify the city attorney in writing of the name of any person subject to the penalty, and the city attorney shall, with the assistance of the Enforcement Officer, take appropriate action to collect the penalty.

### **8.08.120 Additional relief.**

The Enforcement Officer may seek legal or equitable relief to enjoin any acts or practices and abate any condition which constitutes or will constitute a violation of this title when criminal penalties are inadequate to effect compliance.

Section 3. Severability. If any portion of this ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality

shall not affect the remainder of the ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of \_\_\_\_\_, 200\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHUCK 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. \_\_\_\_\_



ADMINISTRATION

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR**  
**DATE: JANUARY 28, 2008**  
**SUBJECT: 2007 FOURTH QUARTER FINANCE REPORT**

The 2007 fourth quarter financial reports are attached.

Total resources for all funds (revenues and beginning fund balances) came in at 97% of the 2007 annual budget. Annual revenues (excluding beginning fund balances) were 88% and expenditures (excluding ending fund balances) were 75% of the annual budget. Revenues and total resources fell a bit short because several projects (\$4.8 million) did not proceed as planned, therefore the related grant and developer funding did not happen.

General fund revenues (excluding beginning balance) were 99% of budget in 2007, while general fund expenditures were 87% of budget. The revenue shortfall is due to a planned contribution of \$500,000 from the Eddon Boat Remediation Trust that did not occur in 2007. General fund expenditures were within the 2007 annual budget.

The Street Fund ended 2007 with expenditures coming in at 58% of budget.

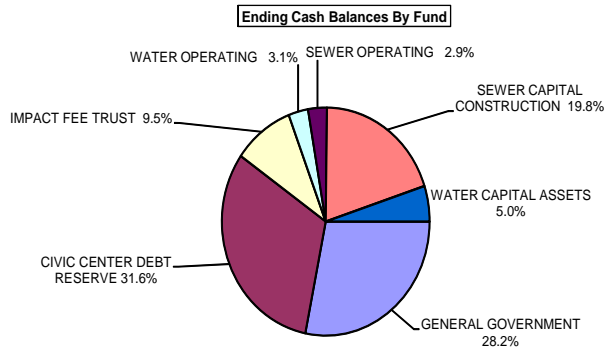
2007 Hotel-Motel taxes collected were \$272,975 (\$228,953 in 2006) while related tourism expenditures were \$285,875.

The Civic Center Debt Reserve Fund had interest earnings of \$201,281 and has an ending fund balance of \$3,820,000.

Water, Sewer and Storm operating revenues were 96%, 96% and 94% of budget (excluding beginning fund balances and year-end accruals). Water, Sewer and Storm expenses (excluding ending fund balances) were 85%, 82% and 82% of budget.

**CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF DECEMBER 31, 2007**

DESCRIPTION	BEGINNING		REVENUES	EXPENDITURES	OTHER		ENDING
	BALANCE				CHANGES	BALANCE	
GENERAL GOVERNMENT	\$ 2,929,803	\$ 9,841,566	\$ 9,362,588	\$ (742)	\$ 3,408,038		
STREET FUND	414,714	3,967,191	4,834,966	506,787	53,725		
DRUG INVESTIGATION FUND	13,867	90,177	14,463	63	89,645		
HOTEL-MOTEL FUND	225,758	282,519	285,875	3,991	226,392		
PUBLIC ART CAPITAL PROJECTS	52,711	39,200	-	-	91,911		
PARK DEVELOPMENT FUND	15,544	559	-	(5,267)	10,836		
CIVIC CENTER DEBT RESERVE	3,018,947	801,281	-	-	3,820,228		
LTGO BOND REDEMPTION	11,866	898,194	887,576	-	22,484		
2000 NOTE REDEMPTION	31,751	99,475	94,291	-	36,935		
LID NO. 99-1 GUARANTY	87,686	4,198	-	-	91,885		
UTGO BOND REDEMPTION	49,883	306,616	265,845	-	90,654		
PROPERTY ACQUISITION FUND	129,254	272,908	390,000	(2,376)	9,786		
GENERAL GOVT CAPITAL IMPR	411,876	283,320	630,000	-	65,195		
IMPACT FEE TRUST	1,239,138	557,387	650,000	(2,675)	1,143,850		
WATER OPERATING	310,892	880,809	816,237	(6,285)	369,180		
SEWER OPERATING	302,419	1,879,623	1,756,379	(70,982)	354,681		
UTILITY RESERVE	154,800	28,370	-	-	183,169		
UTILITY BOND REDEMPTION	16,033	303,612	312,794	(170)	6,680		
SEWER CAPITAL CONSTRUCTION	663,257	2,240,755	454,948	(55,578)	2,393,486		
STORM SEWER OPERATING FUND	125,577	512,838	536,956	(36,457)	65,002		
WATER CAPITAL ASSETS	206,546	494,205	88,691	(2,537)	609,524		
LIGHTHOUSE MAINTENANCE TRUST	1,940	93	-	-	2,033		
EDDON BOATYARD TRUST	539,914	43,606	291,587	(7,879)	284,055		
FHS TRAFFIC MITIGATION TRUST	492,623	7,262	455,724	-	44,161		
MUNICIPAL COURT		127,620	127,620	-			
	<u>\$ 11,446,798</u>	<u>\$ 23,963,383</u>	<u>\$ 22,256,540</u>	<u>\$ 319,893</u>	<u>\$ 13,473,535</u>		

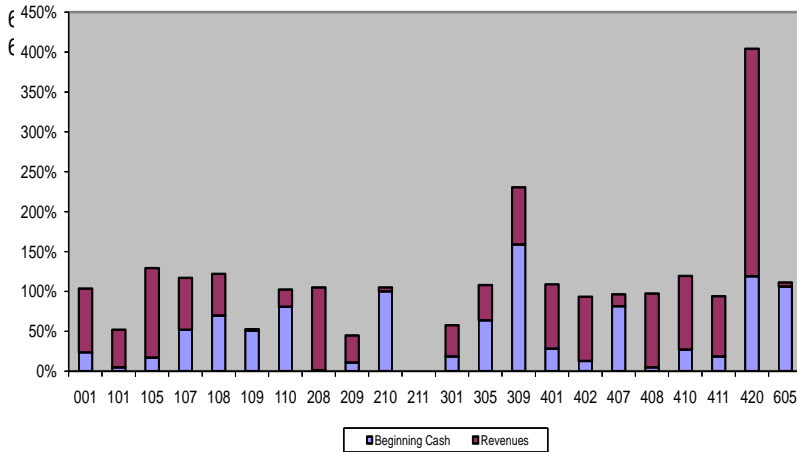


BALANCE	
\$	1,300
	613,232
	12,859,003
<u>\$</u>	<u>13,473,535</u>

**CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
AS OF DECEMBER 31, 2007**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 12,338,746	\$ 12,771,368	\$ (432,622)	104%
101	STREET FUND	8,427,865	4,381,905	4,045,960	52%
105	DRUG INVESTIGATION FUND	80,632	104,045	(23,413)	129%
107	HOTEL-MOTEL FUND	435,192	508,277	(73,085)	117%
108	PUBLIC ART CAPITAL PROJECTS	75,454	91,911	(16,457)	122%
109	PARK DEVELOPMENT FUND	30,680	16,103	14,577	52%
110	CIVIC CENTER DEBT RESERVE	3,732,375	3,820,228	(87,853)	102%
208	LTGO BOND REDEMPTION	897,181	910,060	(12,879)	105%
209	2000 NOTE REDEMPTION	292,273	131,226	161,047	45%
210	LID NO. 99-1 GUARANTY	87,468	91,885	(4,417)	105%
211	UTGO BOND REDEMPTION	305,289	356,499	(51,210)	117%
301	PROPERTY ACQUISITION FUND	699,272	402,162	297,110	58%
305	GENERAL GOVT CAPITAL IMPR	644,165	695,195	(51,030)	108%
309	IMPACT FEE TRUST	779,898	1,796,525	(1,016,627)	230%
401	WATER OPERATING	1,096,337	1,191,701	(95,364)	109%
402	SEWER OPERATING	2,335,478	2,182,041	153,437	93%
407	UTILITY RESERVE	190,376	183,169	7,207	96%
408	UTILITY BOND REDEMPTION	329,059	319,644	9,415	97%
410	SEWER CAPITAL CONSTRUCTION	2,432,881	2,904,012	(471,131)	119%
411	STORM SEWER OPERATING FUND	678,537	638,415	40,122	94%
				(527,305)	404%
				(207)	111%
				(82,773)	117%
				(499,885)	
				(127,620)	
				<u>1,154,997</u>	<u>97%</u>

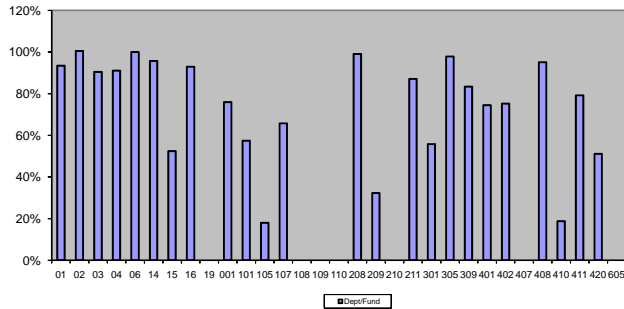
**Resources as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING DECEMBER 31, 2007**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 2,215,725	\$ 2,071,427	\$ 144,298	93%
02	LEGISLATIVE	35,600	35,487	113	100%
03	MUNICIPAL COURT	574,850	519,740	55,110	90%
04	ADMINISTRATIVE/FINANCIAL	1,123,200	1,020,720	102,480	91%
06	POLICE	2,602,740	2,596,117	6,623	100%
14	COMMUNITY DEVELOPMENT	1,769,460	1,692,372	77,088	96%
15	PARKS AND RECREATION	2,119,270	1,109,371	1,009,899	52%
16	BUILDING	341,500	317,354	24,146	93%
19	ENDING FUND BALANCE	1,556,401	-	1,556,401	
001	TOTAL GENERAL FUND	12,338,746	9,362,588	2,976,158	76%
101	STREET FUND	8,427,865	4,834,966	3,592,899	57%
105	DRUG INVESTIGATION FUND	80,632	14,463	66,169	18%
107	HOTEL-MOTEL FUND	435,192	285,875	149,317	66%
108	PUBLIC ART CAPITAL PROJECTS	75,454	-	75,454	
109	PARK DEVELOPMENT FUND	30,680	-	30,680	
110	CIVIC CENTER DEBT RESERVE	3,732,375	-	3,732,375	
208	LTGO BOND REDEMPTION	897,171	887,576	9,605	99%
209	2000 NOTE REDEMPTION	292,273	94,291	197,982	32%
210	LIABILITY GUARANTEE	97,469	-	87,468	
			265,845	39,444	87%
			390,000	309,272	56%
			630,000	14,165	98%
			650,000	129,898	83%
			816,237	280,100	74%
			1,756,379	579,099	75%
			-	190,376	
			312,794	16,265	95%
			454,948	1,977,933	19%
			536,956	141,581	79%
			88,691	84,756	51%
			-	1,826	
			291,587	209,160	58%
			455,724	(455,724)	
			127,620	(127,620)	
		\$ 22,256,540	\$ 14,308,638		61%

**Expenditures as a Percentage of Annual Budget**



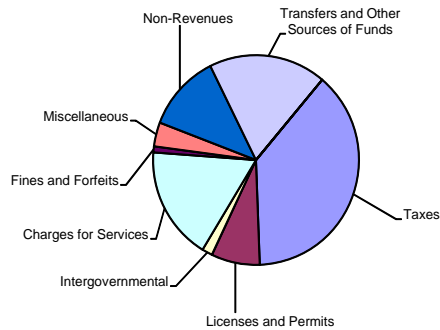
**CITY OF GIG HARBOR  
YEAR-TO-DATE REVENUE SUMMARY  
BY TYPE  
FOR PERIOD ENDING DECEMBER 31, 2007**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 9,178,104
Licenses and Permits	1,829,356
Intergovernmental	391,618
Charges for Services	4,188,395
Fines and Forfeits	222,272
Miscellaneous	894,396
Non-Revenues	2,845,347
Transfers and Other Sources of Funds	4,413,896
Total Revenues	<u>23,963,383</u>
Beginning Cash Balance	11,446,798
Total Resources	<u>\$ 35,410,181</u>

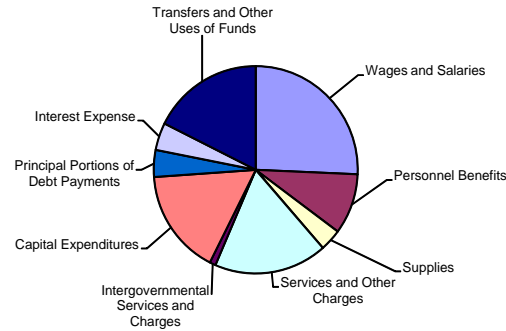
**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
BY TYPE  
FOR PERIOD ENDING DECEMBER 31, 2007**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 5,719,107
Personnel Benefits	2,099,995
Supplies	763,016
Services and Other Charges	3,987,376
Intergovernmental Services and Charges	213,715
Capital Expenditures	3,664,181
Principal Portions of Debt Payments	930,611
Interest Expense	949,895
Transfers and Other Uses of Funds	3,928,644
Total Expenditures	<u>22,256,540</u>
Ending Cash Balance	13,473,535
Total Uses	<u>\$ 35,730,075</u>

**Revenues by Type - All Funds**



**Expenditures by Type - All Funds**





**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2007**

	SPECIAL REVENUE FUNDS														TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	108 PUBLIC ART PROJECTS	109 PARK DVLP FUND	110 CIVIC CTR DEBT RSRV	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINT	607 EDDON BOATYARD	608 FHS TRFC MITIGATION	631 MUNICIPAL COURT	
<b>ASSETS</b>															
CASH	\$ 74,023	\$ 1,165	\$ 2,922	\$ 4,909	\$ 1,993	\$ 235	\$ 82,828	\$ 212	\$ 1,414	\$ 24,800	\$ 44	\$ 284,055	\$ 44,161	\$ -	\$ 448,738
INVESTMENTS	3,334,016	52,560	86,723	221,483	89,918	10,601	3,737,400	9,574	63,782	1,119,049	1,989	-	-	-	5,393,080
RECEIVABLES	1,144,044	48,443	-	37,613	-	-	-	-	-	-	-	-	-	-	86,056
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>4,552,082</b>	<b>102,168</b>	<b>89,645</b>	<b>264,004</b>	<b>91,911</b>	<b>10,836</b>	<b>3,820,228</b>	<b>9,786</b>	<b>65,195</b>	<b>1,143,850</b>	<b>2,033</b>	<b>284,055</b>	<b>44,161</b>	<b>-</b>	<b>5,927,874</b>
<b>LIABILITIES</b>															
CURRENT	396,003	854,267	279	14,435	-	-	-	-	-	1,711	-	458	-	-	871,149
LONG TERM	4,474	13,712	-	-	-	-	-	-	-	-	-	-	-	-	13,712
<b>TOTAL LIABILITIES</b>	<b>400,478</b>	<b>867,979</b>	<b>279</b>	<b>14,435</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,711</b>	<b>-</b>	<b>458</b>	<b>-</b>	<b>-</b>	<b>884,861</b>
<b>FUND BALANCE:</b>															
BEGINNING OF YEAR	3,672,627	101,965	13,652	252,926	52,711	10,277	3,018,947	126,878	411,876	1,234,752	1,940	531,578	492,623	-	6,250,124
Y-T-D REVENUES	9,841,566	3,967,191	90,177	282,519	39,200	559	801,281	272,908	283,320	557,387	93	43,606	7,262	127,620	6,473,123
Y-T-D EXPENDITURE	(9,362,588)	(4,834,966)	(14,463)	(285,875)	-	-	-	(390,000)	(630,000)	(650,000)	-	(291,587)	(455,724)	(127,620)	(7,680,235)
<b>ENDING FUND BALANCE</b>	<b>4,151,604</b>	<b>(765,810)</b>	<b>89,367</b>	<b>249,570</b>	<b>91,911</b>	<b>10,836</b>	<b>3,820,228</b>	<b>9,786</b>	<b>65,195</b>	<b>1,142,139</b>	<b>2,033</b>	<b>283,597</b>	<b>44,161</b>	<b>-</b>	<b>5,043,012</b>
<b>TOTAL LIAB. &amp; FUND BAL</b>	<b>4,552,082</b>	<b>\$ 102,168</b>	<b>\$ 89,645</b>	<b>\$ 264,004</b>	<b>\$ 91,911</b>	<b>\$ 10,836</b>	<b>\$ 3,820,228</b>	<b>\$ 9,786</b>	<b>\$ 65,195</b>	<b>\$ 1,143,850</b>	<b>\$ 2,033</b>	<b>\$ 284,055</b>	<b>\$ 44,161</b>	<b>\$ -</b>	<b>\$ 5,927,874</b>

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2007**

see below

	208 LTGO BOND REDEMPTION *****	209 2000 NOTE REDEMPTION*****	210 LID 99-1 GUARANTY	211 UTGO BOND REDEMPTION*****	TOTAL DEBT SERVICE
<b>ASSETS</b>					
CASH	\$ 487	\$ 801	\$ 1,992	\$ 1,966	\$ 5,246
INVESTMENTS	21,996	36,134	89,893	88,688	236,711
RECEIVABLES	-	-	-	6,712	6,712
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>22,484</b>	<b>36,935</b>	<b>91,885</b>	<b>97,365</b>	<b>248,669</b>
<b>LIABILITIES</b>					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	3,045	3,045
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,045</b>	<b>3,045</b>
<b>FUND BALANCE:</b>					
BEGINNING OF YEAR	11,866	31,751	87,686	53,550	184,853
Y-T-D REVENUES	898,194	99,475	4,198	306,616	1,308,483
Y-T-D EXPENDITURE	(887,576)	(94,291)	-	(265,845)	(1,247,712)
<b>ENDING FUND BALANCE</b>	<b>22,484</b>	<b>36,935</b>	<b>91,885</b>	<b>94,321</b>	<b>245,624</b>
<b>TOTAL LIAB. &amp; FUND BAL</b>	<b>\$ 22,484</b>	<b>\$ 36,935</b>	<b>\$ 91,885</b>	<b>\$ 97,365</b>	<b>\$ 248,669</b>

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2007**

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
<b>ASSETS</b>								
CASH	\$ 6,409	\$ 9,238	\$ 3,971	\$ 145	\$ 51,894	\$ 1,652	\$ 13,215	\$ 86,526
INVESTMENTS	362,771	345,443	179,198	6,535	2,341,591	63,350	596,309	3,895,197
RECEIVABLES	86,764	259,595	-	-	-	89,007	-	435,366
FIXED ASSETS	3,691,580	8,248,005	-	-	2,563,459	587,741	156,156	15,246,941
OTHER	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>4,147,524</b>	<b>8,862,281</b>	<b>183,169</b>	<b>6,680</b>	<b>4,956,944</b>	<b>741,750</b>	<b>765,681</b>	<b>19,664,029</b>
<b>LIABILITIES</b>								
CURRENT	47,424	84,978	-	270,236	(6,553)	22,398	110,804	529,286
LONG TERM	48,138	45,083	-	1,358,407	-	42,117	-	1,493,745
<b>TOTAL LIABILITIES</b>	<b>95,562</b>	<b>130,062</b>	<b>-</b>	<b>1,628,643</b>	<b>(6,553)</b>	<b>64,514</b>	<b>110,804</b>	<b>2,023,031</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	3,987,389	8,608,975	154,800	(1,612,781)	3,177,691	701,354	249,362	15,266,791
Y-T-D REVENUES	880,809	1,879,623	28,370	303,612	2,240,755	512,838	494,205	6,340,211
Y-T-D EXPENDITURE	(816,237)	(1,756,379)	-	(312,794)	(454,948)	(536,956)	(88,691)	(3,966,004)
<b>ENDING FUND BALANCE</b>	<b>4,051,962</b>	<b>8,732,219</b>	<b>183,169</b>	<b>(1,621,963)</b>	<b>4,963,498</b>	<b>677,236</b>	<b>654,877</b>	<b>17,640,998</b>
<b>TOTAL LIAB. &amp; FUND BAL</b>	<b>\$ 4,147,524</b>	<b>\$ 8,862,281</b>	<b>\$ 183,169</b>	<b>\$ 6,680</b>	<b>\$ 4,956,944</b>	<b>\$ 741,750</b>	<b>\$ 765,681</b>	<b>\$ 19,664,029</b>

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
BY FUND TYPE  
AS OF DECEMBER 31, 2007**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	TOTAL ALL FUND TYPES
<b>ASSETS</b>						
CASH	\$ 74,023	\$ 448,738	\$ 5,246	\$ 528,006	\$ 86,526	\$ 614,532
INVESTMENTS	3,334,016	5,393,080	236,711	8,963,807	3,895,197	12,859,003
RECEIVABLES	1,144,044	86,056	6,712	1,236,812	435,366	1,672,177
FIXED ASSETS	-	-	-	-	15,246,941	15,246,941
OTHER	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>4,552,082</b>	<b>5,927,874</b>	<b>248,669</b>	<b>10,728,625</b>	<b>19,664,029</b>	<b>30,392,653</b>
<b>LIABILITIES</b>						
CURRENT	396,003	871,149	-	1,267,152	529,286	1,796,438
LONG TERM	4,474	13,712	3,045	21,232	1,493,745	1,514,976
<b>TOTAL LIABILITIES</b>	<b>400,478</b>	<b>884,861</b>	<b>3,045</b>	<b>1,288,384</b>	<b>2,023,031</b>	<b>3,311,415</b>
<b>FUND BALANCE:</b>						
BEGINNING OF YEAR	3,672,627	6,250,124	184,853	10,107,604	15,266,791	25,374,395
Y-T-D REVENUES	9,841,566	6,473,123	1,308,483	17,623,172	6,340,211	23,963,383
Y-T-D EXPENDITURES	(9,362,588)	(7,680,235)	(1,247,712)	(18,290,536)	(3,966,004)	(22,256,540)
<b>ENDING FUND BALANCE</b>	<b>4,151,604</b>	<b>5,043,012</b>	<b>245,624</b>	<b>9,440,241</b>	<b>17,640,998</b>	<b>27,081,239</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 4,552,082</b>	<b>\$ 5,927,874</b>	<b>\$ 248,669</b>	<b>\$ 10,728,625</b>	<b>\$ 19,664,029</b>	<b>\$ 30,392,653</b>