

Gig Harbor City Council Meeting

**July 11, 2005
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
July 11, 2005 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION: Law Enforcement Support Agency

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of June 27, 2005.
2. Correspondence / Proclamations: a) Letter from Dr. Russell Barber; b) Letter from Reyhner; c) Our Army: Celebrating 230 Years of Patriotic Pride.
3. Briarwood Pedestrian Improvement Project - Bannon Engineering, Inc. Contract.
4. Participation in the Law Loan/Government Purchase Plan Offered by the Yamaha Motor Corporation.
6. Wheeler Street End Park Landscape Design – Consultant Services Contract.
7. Approval of Payment of Bills for July 11, 2005:
Checks #47550 through #47665 in the amount of \$217,394.55.
8. Approval of Payroll for the month of June: \$253,394.40 checks #3798 through #3836 and direct deposit entries.

OLD BUSINESS:

1. Third Reading of Ordinance – Amendment to GHMC 17.98 Design Review Standards and Review.

NEW BUSINESS:

1. First Reading of Ordinance – Adopting Finding and Facts Supporting the Continuation of a Moratorium on the Acceptance of Applications for New Development of Non-Residential Structures or Certain Types of Re-Development on Non-Residential Structures in the Waterfront Millville Zone for a Period of Two Months.
2. First Reading of Ordinance – Limiting the Size of Structures in the Waterfront Zones.

STAFF REPORT:

1. Steve Misiurak, City Engineer: Edwards Street Speed Study.
2. John Vodopich, Community Development Director: Draft RFP for Building Size Charrette.
3. Mike Davis, Chief of Police: June Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT: Vision for Moving Forward

ANNOUNCEMENT OF OTHER MEETINGS:

Council Retreat – August 8th at 12:00 noon, Community Rooms A & B.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JUNE 27, 2005

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

CALL TO ORDER: 7:01 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING: Adoption of Ordinance 1003 – Establishment of a Moratorium on the Acceptance of Applications for New Development of Non-Residential Structures or Certain Types of Re-Development on Non-Residential Structures in the Waterfront Millville Zone for a Period of Two Months.

The public hearing opened at 7:04 p.m. and John Vodopich, Community Development Director, presented the background information. He explained that at the conclusion of the public hearing, if Council wishes to continue the moratorium for two months they would need to deliberate, and then state the justification and rationale for the continuation. Staff would then draft an ordinance in support of continuation to be brought back at the first meeting in July.

Dennis Reynolds - Davis, Wright, Tremain, 1501 4th Ave. Ste 2600, Seattle, Mr.

Reynolds spoke in opposition of the adoption of Ordinance No. 1003 on behalf of a number of marina operators and owners including Gig Harbor Marina and Arabella's Landing. He passed out his written comments. He said that the concern with the moratorium involves a recent case he handled. The City of Bainbridge Island sought to adopt a moratorium on development in areas regulated by the Shoreline Management Act. The Court of Appeals Division II upheld a decision to strike down the moratorium stating that the Shoreline Management Act trumps the Growth Management Act and zoning. The Shoreline Management Act does not provide for the use of a moratorium. A substantial portion of the Millville area falls under the Shoreline Management Act jurisdiction, and so Mr. Reynolds asked Council to take this under advisement. He said that this is a new decision and may have been overlooked by staff or the city attorney.

Councilmember Ekberg asked Mr. Reynolds the length of the Bainbridge Island moratorium. Mr. Reynolds responded that it was extended in a series of emergency actions for several years and after the Superior Court decision, a limited portion of the moratorium was kept in place. He added that he is not contesting the length of the proposed moratorium, but the authority to adopt it.

Councilmember Dick asked Mr. Reynolds if his position is that under no circumstance does the city have the authority to adopt a moratorium on anything in the Shoreline Management Act areas. Mr. Reynolds said that this is a correct view of the case. He said that the ordinance would have to be crafted as not to prohibit the filing of development permits in the areas regulated by the Shoreline Management Act.

Peter Katich – 3509 Ross Avenue. Mr. Katich said that he has seen many changes in this historic area, and that the city should be commended for directing growth to the areas that can handle it, and for protecting the fishing village that has grown up around the Millville Plat. He said that with the rising land values, and the growing demand for large residential and commercial structures along the waterfront, the city must take quick action to protect the character of this area. He said that the comprehensive plan contains goals and policies to address protection of unique residential areas such as Millville and the Growth Management Act requires that local government comprehensive plans and development regulations be consistent. Adopting the emergency moratorium will allow the city adequate time to revise the zoning regulations in a manner consistent with these goals. He strongly encouraged Council to adopt the ordinance imposing a moratorium. Mr. Katich said that he is familiar with the recent case cited by Mr. Reynolds, Biggers v. Bainbridge Island. He added that it is a mischaracterization to say that the court ruled that the Shoreline Management Act trumps the Growth Management Act and that he believed that what the court found in that case, which is on appeal before the State Supreme Court, is that the Shoreline Management Act does not contain the same provisions for the imposition of a moratoria that the Growth Management Act has. His understanding of the Gig Harbor regulatory scheme is that you have an underlying zoning district as well as a shoreline designation that applies. He encourage the city attorney to look at the city's regulatory scheme as opposed to the Bainbridge Island case, as there may be distinctions between the two that would allow the city to move forward without problem.

Jill Guernsey – 3224 Shyleen Street. Ms. Guernsey said that the Planning Commission has been asked to draft an ordinance to determine how building sizes are to be measured in the Waterfront Millville Zone. She said that Chairman of the Planning Commission, Dick Allen, and she agreed it would appropriate to give Council a brief status report and encourage anyone interested to attend the upcoming meeting on this ordinance. Ms. Guernsey continued to explain that both concepts of footprint and gross floor area have been reviewed, and the preferred concept is the gross floor area standard. The Commission has also addressed how this relates to garage structures, and gone a step further to tackle the issue of residential building size in all three waterfront zones. The Planning Commission hopes to bring a recommendation to Council after holding a public hearing. The other concern is non-conforming structures and the inability to rebuild if destroyed by a catastrophe. The Planning Commission is working on an ordinance that would allow someone to rebuild within a reasonable period of time. All these things should come together and be brought to Council for adoption around the same time.

Councilmember Picinich asked what timeframe is being considered for rebuilding. Ms. Guernsey said that there still needs to be a public hearing, but the recommendation is one-year, with two, one-year extensions for good cause.

Carol Morris, City Attorney, advised Council that she has reviewed the Biggers' case, which involves the City of Bainbridge Island's imposition of a moratorium as they were delaying action on their Shoreline Management Program updates, not their zoning code.

Gig Harbor is imposing a moratorium on property that is in the shoreline jurisdiction, but is considering amendments to the zoning code. The city's Shoreline Master Program does not regulate things such as building size. To say that the city could never impose a moratorium on properties in the shoreline area is a distortion of the Biggers' case. She advised Council that the Biggers' case does not affect Council's decision on the moratorium.

Councilmember Young asked for further clarification. Ms. Morris explained that the zoning code applies to property in the shoreline jurisdiction, and the Shoreline Master Program is an overlay that you consider in conjunction with the zoning code to regulate property. The Shoreline Master Program contains general regulations and policies that are not as specific as the zoning code; the most restrictive applies. The zoning code regulates such things as setbacks, height and building size, whereas the Shoreline Master Program has generalized policies in regards to use and how marinas should be built. She stressed that the city has the authority under the Growth Management Act to impose a moratorium under the zoning code on any property in the city.

There were no further comments and the public hearing closed at 7:19 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of June 13, 2005.
2. Correspondence / Proclamations: CenturyTel Day.
3. Reappointment to Design Review Board.
4. Reappointment to Planning Commission.
5. Temporary Construction Easements for 56th Street / Olympic Drive Improvement Project.
6. Liquor License Assumption (amended): Gig Harbor Chevron.
7. Liquor License Assumption: Gig Harbor Gasoline LLC dba Central 76.
8. Approval of Payment of Bills for June 27, 2005:
Checks #47427 through #47549 in the amount of \$374,298.63.

MOTION: Move to approve the Consent Agenda as presented.
Picinich / Franich – unanimously approved.

OLD BUSINESS:

1. Adoption of Ordinance 1003 – Establishment of a Moratorium on the Acceptance of Applications for New Development of Non-Residential Structures or Certain Types of Re-Development on Non-Residential Structures in the Waterfront Millville Zone for a Period of Two Months. John Vodopich said that after consideration of the public testimony and the response from the City Attorney, it would be appropriate for the Council to consider whether or not they want to express findings in support of continuation of the moratorium or direct staff to draft an ordinance to terminate the emergency moratorium.

MOTION: Move to establish the moratorium on acceptance of applications for new development on non-residential structures or certain types of re-development on non-residential structures in the WM Zone for a period of two months.
Picinich / Franich –

Councilmember Franich said that when he became aware that size is based on gross floor area in the Waterfront Millville zone he thought it would be important for the Planning Commission to review the language to ensure consistency with city policy. In reviewing the Comprehensive Plan objective 3.1 and 3.2 to develop guidelines which promote compatible development within designated areas, it is important to consider building standards which are consistent with historic designs. Not calculating garage space in the gross floor area could create a contradiction to this objective. He said that he would support the moratorium.

Councilmember Ekberg agreed with the comments made by Councilmember Franich. He said that it was good to hear that the Planning Commission is addressing the issues, adding that he hoped that the two-month period would be adequate.

RESTATED MOTION: Move to establish the moratorium on acceptance of applications for new development on non-residential structures or certain types of re-development on non-residential structures in the WM Zone for a period of two months.
Picinich / Franich – unanimously approved.

2. Second Reading of Ordinance - Amendment to Ordinance 712 - Adopting the Access Manual. John Vodopich explained that the city code has adopted several technical documents by reference to assist the engineering staff. This ordinance amends the code to update these references.

Councilmember Franich asked what kinds of changes could be expected from adopting references to these manuals. Gus Garcia, Associate Engineer, explained that older versions of these technical manuals are already in use, and then cited examples in which the new manuals may apply to justify location of certain entrances as they relate to arterial intersections and ingress/egress on main city roads. He said that engineering guidelines and principals evolve as people learn from mistakes or new regulations come about.

MOTION: Move to adopt Ordinance No.1005 as presented.
Ekberg / Conan – unanimously approved.

3. Second Reading of Ordinance – Amendment to GHMC 17.98 Design Review Standards and Review. Rob White, Planning Manager, presented this ordinance that would allow the Design Review Board an opportunity to hold design review pre-application meetings and encourages DRB members to provide input on all non-residential, multi-family, and planned residential development.

Councilmember Franich asked for clarification of the term "public projects."

Carol Morris explained that her recommendation was not to add "public projects" but to consider amendments to subsection "d." so that it ends after the word "replacement" and the next line would become a separate section that reads "The DRB members may independently review the application, which will be available at the Community Development Department. Individual DRB members may submit written comments to the director within two weeks beyond the date of notice of application. If individual DRB members identify design elements that they believe do not comply with the specific requirements of the Design Manual, they may advise the director in writing of this advisory opinion." This amendment addresses the question that the board might be able to vote and make a decision to process a project rather than allow it to be processed administratively.

The next paragraph would be a new subsection 3 that would help to clarify that whether or not a project complies with the manual is not being determined at the time the decision is made for how the project will be processed.

John Vodopich addressed the question regarding "public projects" explaining that this meant projects such as the Cushman Trail and the public restroom at Hollycroft.

Councilmember Franich then asked if there was a way for Council to become the arbitrator if the DRB disagreed with the administrator's decision. Carol Morris explained that an appeal process would have to be developed. The concern is state law that only allows for one open-record hearing and one closed-record appeal, plus the requirement to issue a decision within 120 days. An appeal process could lengthen the time to process the application and perhaps lead to damages.

Councilmember Franich asked if anyone has signed the waiver to go beyond the 120 days. Mr. Vodopich responded that whenever a project goes before the DRB, they sign a waiver to the 120 day requirement.

Councilmember Young clarified that the concern is forcing an applicant to go beyond the 120 day period. He said that if a disagreement between the DRB members and administrative decisions happens on a consistent basis, then the code or the staff process needs to be changed.

Councilmember Ekberg agreed that if the language suggested by Ms. Morris is adopted and Council is kept apprised of the activity, any problems could be addressed.

John Vodopich further explained that Council is automatically a party of record to every Hearing Examiner decision and would have the choice to appeal an administrative decision.

Councilmember Franich said that any time that Council could arbitrate something rather than the Hearing Examiner, it is a community service.

Carol Morris recommended bringing back the ordinance for a third reading with the proposed changes.

MOTION: Move to direct staff to bring back for a third reading with the amendments to 17.98.050 recommended by the city attorney. Ekberg / Picinich – unanimously approved.

4. Proposed Annexation - Wright (ANX 04-02) – Public Meeting. John Vodopich presented information on this effort to annex approximately 8-1/2 acres located at the intersection of Hunt and Skansie Avenue. The pre-annexation zoning for the subject property is single family residential R-1. He said that in February, Council agreed to amend the boundaries of the proposed annexation, as Mr. Wright could not obtain the signatures of the adjoining properties. Mr. Vodopich recommended that Council accept the notice of intent to begin annexation and to authorize the circulation of the petition subject to certain criteria.

No one came forward to speak on this annexation.

MOTION: Move to authorize the circulation of the petition to annex the property subject to any conditions outlined in the staff memo. Young / Ekberg – unanimously approved.

NEW BUSINESS: None scheduled.

STAFF REPORT:

Steve Misiurak, City Engineer: a) Transportation Issues b) Pt. Fosdick / 36th Roundabout Public Meeting. No verbal report given.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor's Report – Planning for a Livable Community in 2006 and Beyond. The Mayor asked Council to review the report, adding that the items will be on the agenda for the Council Retreat.

Councilmember Young gave a quick overview of his attendance at the AWC Conference. He commented favorably on Gig Harbor's financial position, as last year two cities had to have emergency relief from the state to meet payroll. He suggested writing to the legislature to encourage permanent funding sources for those cities that cannot grow out of the problem. He then reported that there was quite a bit of attention on Oregon's Referendum 37 which makes any land use action that reduces the value of

a property takings. He said that he expects a similar initiative to be filed in Washington.

ANNOUNCEMENT OF OTHER MEETINGS:

Council Retreat – August 8, 2005. Civic Center Community Rooms A & B at 12:00 noon.

ADJOURN:

MOTION: Move to adjourn at 7:48 p.m.
Franich / Ekberg – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 25.

Gretchen A. Wilbert, Mayor

Molly Towslee, City Clerk

Dr. Russell B. Barber
Narrows View B-113
2023 Narrows View Circle NW
Gig Harbor, WA 98335

Tel/Fax: (253) 851-5405 ~ Email: RBBB2@aol.com ~ Cell: (954) 895-5725

RECEIVED
JUN 28 2005
CITY OF GIG HARBOR

June 26, 2005

The Hon. Gretchen A. Wilbert
Mayor, City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

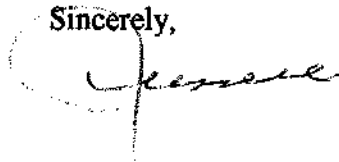
Dear Gretchen:

It was a wonderful afternoon, all the more so because of your gracious presence! The World Harmony Runners were to a person *very* impressed with your soulful commitment to Community, Good and Responsive Government, and your Personal Value System, which were so evident in your remarks to them. Wouldn't it be great if all our elected officials had your sense mission and harmony!

In particular, Gretchen, I want to thank you so much for making time for the World Harmony Run. Having had something of a "public life" myself, I can fully appreciate how difficult it can be to accept the many invitations one in such a position receives. That you chose to include us in your busy schedule is very much appreciated.

I am very sorry that I failed to say goodbye yesterday, but I guess you slipped away while I was showing the condo to the runners. But I shall make it up to you. I owe you a BIG HUG and an AB (Adult Beverage), which you will get soon after I get back from California and New Mexico the middle of July. Meanwhile, stay well and give some thought to Sri Chinmoy's World Harmony Run Song: RUN! RUN! RUN! RUN! RUN! RUN!

Sincerely,





JUN 11 2005

Dr. Russell B. Barber
Narrows View B-113
2023 Narrows View Circle NW
Gig Harbor, WA 98335

Tel/Fax: (253) 851-5405 ~ Email: RBBB2@aol.com ~ Cell: (954) 895-5725

June 12, 2005

The Honorable Gretchen Wilbert
Mayor, City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Your Honor:

You may remember that we met last year at The Glass Museum reception for Dr. Ron Thomas' investiture as the new President of the University of Puget Sound. As I recall we had quite a spirited conversation, what with all your years in politics, and mine as the NBC TV Religion & Ethics Editor.

One of the things that I have been doing since my retirement from NBC is working with The Peace Meditation at the United Nations. The Peace Meditation was established 35 years ago by Spiritual Master Sri Chinmoy Kumar Ghose at the request of then UN Secretary General U Thant. The purpose of the Peace Meditation is to remind the Delegates and UN workers through Prayer and Meditation of the importance of their work.

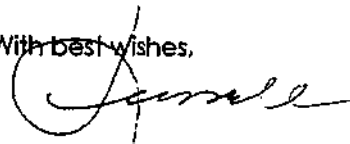
Another objective is to call to public attention the importance of constantly striving for world peace. An example of this latter effort is The World Harmony Run (Brochure enclosed). I attended the send-off of the Runners from the United Nations last April, and I am please to tell you that they will be passing through Gig Harbor Saturday, June 25, 2005, where I will be hosting them a vegetarian dinner at my Narrows View residence.

The purpose of this note is to invite you to join us for dinner, have your picture taken with the Peace Torch, and help me welcome the Harmony Runners to a couple of hours of R&R in Gig Harbor. The event will be held in our Narrows View Club House and Pool at the address above. The time frame is between 4 and 7 pm, the runners' specific arrival dependant on weather, traffic, and bridge conditions. But I would guess that all the runners would be at the Club House by 5:30 pm, which might be a good time for your arrival. You can find out more detail about The World Harmony Run on the Internet at www.worldharmonyrun.org.

Please let me know if you, or any members of your staff, can be available to greet the runners. I hope your schedule permits, as it would great to see you again.

Encl.

With best wishes,



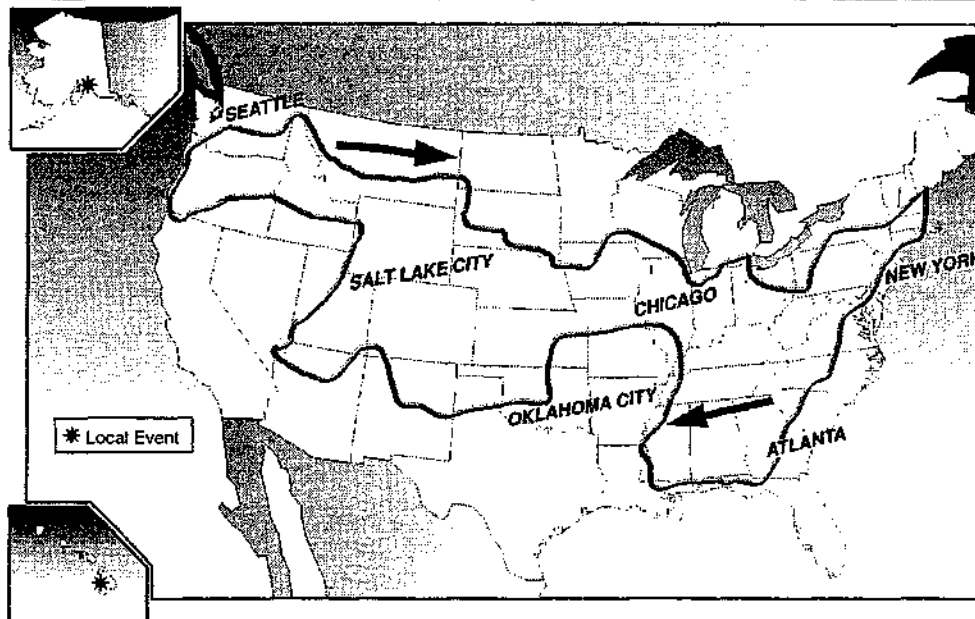


WORLD HARMONY RUN

AMERICAN ROUTE ITINERARY

The torch will arrive in these cities on the dates shown below.

City:	State:	Date:
New York	NY	Sat., Apr. 16
Elizabeth	NJ	Sun., Apr. 17
Philadelphia	PA	Mon., Apr. 18
Wilmington	DE	Tue., Apr. 19
Baltimore	MD	Wed., Apr. 20
Washington	DC	Wed., Apr. 20
Richmond	VA	Fri., Apr. 22
Raleigh	NC	Sat., Apr. 23
Charlotte	NC	Mon., Apr. 25
Greenwood	SC	Wed., Apr. 27
Atlanta	GA	Fri., Apr. 29
Albany	GA	Sat., Apr. 30
Tallahassee	FL	Sun., May 01
Pensacola	FL	Tue., May 3
Mobile	AL	Wed., May 4
Jackson	MS	Fri., May 6
Tallulah	LA	Fri., May 6
Fairview	AR	Sat., May 7
Memphis	TN	Sun., May 8
Clinton	KY	Tue., May 10
St. Louis	MO	Fri., May 13
Kansas City	KS	Sun., May 15
Oklahoma City	OK	Thu., May 19
Amarillo	TX	Sun., May 22
Santa Fe	NM	Wed., May 25
Durango	CO	Fri., May 27



Bluff	UT	Sat., May 28
Flagstaff	AZ	Fri., May 31
Boulder City	NV	Fri., Jun. 3
Salt Lake City	UT	Wed., Jun. 8
Alpine	WY	Sat., Jun. 11
Boise	ID	Tue., Jun. 14
Crescent City	CA	Mon., Jun 20
Portland	OR	Fri., Jun. 23
Seattle	WA	Sat., Jun. 26
Spokane	WA	Fri., Jul. 1
Sandpoint	ID	Fri., Jul. 1
Helena	MT	Mon., Jul. 4
Bowman	ND	Sat., Jul. 9
Rapid City	SD	Sun., Jul. 10
So. Sioux City	NE	Thu., Jul. 14

Sioux City	IA	Thu., Jul. 14
Mpls./St. Paul	MN	Mon., Jul. 18
Madison	WI	Thu., Jul. 21
Chicago	IL	Sat., Jul. 23
Michigan City	IN	Sun., Jul. 24
Detroit	MI	Wed., Jul. 27
Toledo	OH	Thu., Jul. 28
Wheeling	WV	Sun., Jul. 31
Pittsburgh	PA	Mon., Aug. 1
Buffalo	NY	Wed., Aug. 3
Albany	NY	Sun., Aug. 7
Brattleboro	VT	Mon., Aug. 8
Concord	NH	Tue., Aug. 9
Portland	ME	Wed., Aug. 10
Boston	MA	Thu., Aug. 11

Providence	RI	Fri., Aug. 12
New Haven	CT	Sun., Aug. 14
Local Harmony Run events off the main route:		
Maui	HI	TBA
Anchorage	AK	TBA

For further information
please contact:

World Harmony Run USA
3301 Adams Avenue
San Diego, CA 92116
Tel: (888) 882-4081
Fax: (619) 516-3543

WORLD HARMONY RUN

We the Runners
 from around the world
 offer you our heartfelt gratitude
 for your enthusiastic participation
 in the World Harmony Run



Certificate of Appreciation

Humanity



Thya
 (Germany)
 Linda
 Hungary

Maria
 Bulgaria
 Mild
 (Blund)
 Goran
 (YUGOSLAVIA -
 SERBIA)
 Svetlana
 Ruzina
 Clea
 Austria

Janet
 & Salma
 Adams
 (AUST.)
 Gill
 Australia

"May each and every individual each day have a new dream of world harmony."
 - Sri Chinmoy

2435 South 304th St.
Federal Way, WA 98003
June 25, 2005

RECEIVED
JUN 28 2005
CITY OF GIG HARBOR

Mayor Gretchen Wilbert
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Mayor Wilbert,

Yesterday my husband and I came by boat to your city dock to use the pump out facility. We were very frustrated when we were unable to get it to work. However, a very frustrating situation soon became very positive. I walked to the head of the dock with my cell phone hoping to find a phone number to call. I saw a city employee watering the beautiful pots of flowers in the park. I approached her and asked if she by any chance knew who I could call. She immediately went to her truck and found the phone number for Public Works. I called, and a very nice lady answered the phone and transferred my call to another very nice lady who told me that the pump out should have been fixed earlier in the day. She took my cell phone number and called me back within five minutes with instructions as to what we should do to get the pump out to work. We fussed around with it for another five minutes, and just as it started to work an employee from the Treatment Plant arrived. He was so helpful and nice. Unfortunately, we didn't get his name.

The employees of your city went out of the way to be helpful. We appreciated their help so much, and we wanted you to be aware of what great people you have working for your city. They are so helpful and make visitors feel very valued.

Sincerely,

Margaret Reyhner

Margaret Reyhner
MV Enchantment
Tacoma Yacht Club

Cc Darrel Winans, Treatment Plant Supervisor

For Immediate Release

Contact: Laureen Lund, City of Gig Harbor, Marketing Director

(253) 853-3554

lundl@cityofgigharbor.net www.gigharborguide.com

OUR ARMY: CELEBRATES PATRIOTIC PRIDE IN GIG HARBOR

Mayor Gretchen Wilbert, City of Gig Harbor, welcomes the 201st MI BDE I (US) Corps and their presentation "Our Army: Celebrating 230 Years of Patriotic Pride" on July 29th. This free program is open to the public and will be held at 7:00pm (19:00) at the Gig Harbor Civic Center, 3510 Grandview Street, Gig Harbor Washington.

The presentation offers the public an opportunity to learn more about the Army's contribution over their 230 years of service to our nation. The event features soldiers in uniform from several eras of American Conflict from the Revolutionary War to Operation Iraqi Freedom.

Soldiers will present campaign battle streamers to the Army flag as a narrator reads a brief description of their role in the Conflicts. A Stryker static display will also be on site.

For more information about this or any events and activities in beautiful Gig Harbor visit www.gigharborguide.com. Or call (253) 851-8136.

Gig Harbor, Washington's Maritime Village.

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COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: STEPHEN MISIURAK, P.E. *Stm*
CITY ENGINEER
SUBJECT: BRIARWOOD PEDESTRIAN IMPROVEMENT PROJECT
CONSULTANT SERVICES CONTRACT – BANNON ENGINEERING, INC.
DATE: JULY 11, 2005

INTRODUCTION/BACKGROUND

A budget objective for 2005 provides for the design of curb, gutter, sidewalk and a landscape median along Briarwood between the limits of Point Fosdick and 38th Ave. Preparation of plans, specifications, survey work, and estimate is required to establish the construction parameters for this project. Concurrently, the City will submit this project to the State for a competitive Pedestrian Safety and Mobility grant. If successful, the City could construct the roadway improvements during the summer of 2006.

Bannon Engineering, Inc. was selected to perform the design work for this project based on their understanding of the project, and municipal roadway design experience.

POLICY CONSIDERATIONS

Bannon Engineering, Inc. is able to meet all of the city's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This project was identified in the Street Operating Fund of the 2005 Annual Budget. The contract amount is within the budgeted allocation for this work, Objective No. 6 (\$72,500.00).

RECOMMENDATION

Staff recommends that the Council authorize execution of the Consultant Services Contract with Bannon Engineering, Inc. for plans, specifications, surveying, and estimate in the amount not-to-exceed thirty-two thousand one hundred eighty-nine dollars and zero cents (\$32,189.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Bannon Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 23789 Brixton Place NW, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design for the Briarwood Pedestrian Improvement 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 July 1, 2005 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed thirty two thousand one hundred eighty nine dollars and zero cents (\$32,189.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit**

B; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2005; 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 and Cost referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by

and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

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

CONSULTANT
David Bannon, P.E., Civil Engineer
Bannon Engineering, Inc.
23789 Brixton Place NW
Poulsbo, Washington 98370
(360) 598-1501

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement


The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the

subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this

6 day of July, 2005.

CONSULTANT

By:  By:
Its Principal

CITY OF GIG HARBOR

Mayor

Notices to be sent to:

CONSULTANT
David Bannon, P.E., Civil Engineer
Bannon Engineering, Inc.
23789 Brixton Place NW
Poulsbo, Washington 98370
(360) 598-1501

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)

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

My Commission expires: _____

BANNON Engineering, Inc.

July 1, 2005

City of Gig Harbor
Community Development
3510 Grandview Street
Gig Harbor, WA 98335

RECEIVED

JUL 05 2005

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

Attn: Mr. Stephan Misiurak, City Engineer

**RE: Briarwood Lane NW Road Improvements Project
ATTACHMENT A (professional services agreement)**

Dear Mr. Misiurak:

We are pleased to provide this cost proposal to assist the City of Gig Harbor in developing design drawings, specifications and engineer's estimate for the above referenced project.

PROJECT UNDERSTANDING

Our understanding of the project and familiarity with the Briarwood Lane NW is based on a site visit with you June 22, 2005 along with an additional site visit to further review the existing site conditions. We understand that the City of Gig Harbor is interested in adding cement concrete curb, gutter and sidewalk along Briarwood Lane NW from Point Fosdick Drive NW to 38th Avenue NW (approximately 0.7 miles).

SCOPE OF SERVICES

Bannon Engineering proposes to perform the following engineering services:

1. Survey project area by our subconsultant Prizm Surveying
2. Prepare preliminary plan for City review. This drawing will include the following 3 alternatives:
 - Cement concrete curb & gutter and 5-foot sidewalk on both sides without landscape strip
 - Cement concrete curb & gutter on both sides and 5-foot sidewalk on 1 side without landscape strip
 - Cement concrete curb & gutter on both sides and 5-foot sidewalk on 1 side with 3-foot landscape strip
3. Prepare design drawings that will include the following sheets:
 - Cover sheet with drawing index, vicinity map, abbreviations, section indicators; 1 sheet.
 - General Notes / Construction Notes; 1 sheet.
 - Temporary Erosion and Sedimentation Control; 1 sheet, 50 scale.
 - Grading Plan; 3 sheets, 20 scale.
 - Details / Road Sections; 2 sheets.
4. Specifications per City of Gig Harbor standards.
5. Engineer's Cost Estimate.
6. Coordination meetings with City personnel as needed.

23789 Brixton Place N.W. ♦ Poulsbo, WA 98370 ♦ Phone: (360) 598-1501 ♦ Fax: (360) 598-1589
Email: bannoneng1@comcast.net

Exhibit A

7. Complete TIB Pedestrian Safety and Mobility grant application

FEES AND CONTRACTUAL TERMS

We propose to perform this scope of services on a **time and expense basis not to exceed \$32,189** in accordance with the City of Gig Harbor standard agreement for professional services. A detail of the estimated engineering services, surveying and expenses are enclosed for your review. In this estimate, we have included 16 hours for meetings with City personnel and 24 hours for design contingencies for issues not anticipated at this time.

SCHEDULE

To expedite the schedule, we will authorize survey work to begin with a verbal approval from the City. We will begin engineering within one week of receiving the survey drawings. We expect that we can have preliminary design drawings for City review within 2-weeks of this date. Once we receive City comments, we expect to have review design drawings, specification and cost estimate completed for City review in an additional 3 weeks. Once we receive City comments, we should have final design drawings, specifications and cost estimate completed within 2-weeks.

Thank you for the opportunity for this project. We look forward in working with you and City personnel. If you have any questions or concerns with this proposal, please do not hesitate to give us a call.

Sincerely,



David Bannon, P.E.
Civil Engineer

Enclosed: Estimate of Engineering Services
PriZm's Surveying Estimate

BANNON Engineering, Inc.

23789 Brixton Place NW
 Poulsbo, WA 98370
 (360) 598-1501

July 1, 2005

Re: Estimate of Engineering Services for Briarwood Road Improvements

Proposed Scope: As indicated in the attached proposal dated July 1, 2005

Exhibit B

WORK TASK DESCRIPTION	PERSONNEL AND HOURLY RATES			TOTAL HOURS	LABOR AMOUNT
	Proj. Mgt. \$85.00	Proj. Eng. \$85.00	Admin \$85.00		
1. Project Management			8	8	680
2. Preliminary Drawings					
-Strip Map (3 Options)		24		24	2,040
-Preliminary Engineer's Cost Estimate		4		4	340
3. Design Drawings					
-Cover Sheet		4		4	340
-General Notes / Construction Notes		2		2	170
-Temporary Erosion & Sedimentation Control Notes		2		2	170
-Grading Plan (3 drawings)		50		50	4,250
-Details/Roadway Sections (2 drawings)		30		30	2,550
4. Specifications		16		16	1,360
5. Engineer's Cost Estimate		4		4	340
6. Meetings	16			16	1,360
7. Design Contingencies	24			24	2,040
8. TIB Pedestrian Safety & Mobility Grant Application	16			16	1,360
Total Labor	56	136	8	200	17,000
Direct Expenses Plus 10%					
-Reproduction					500
-Plotting (\$1 per sf)					200
-Miscellaneous (Mileage 0.42 per mile)					200
Sub Total					900
Cost Proposal Summary					
-Bannon Engineering Labor					17,000
-Direct Expenses Plus 10%					900
Survey					
-Prizm Surveying					12,990
-Survey Plus 10%					1,299
Sub Total					14,289
TOTAL					32,189



POLICE

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF MIKE DAVIS
SUBJECT: PARTICIPATION IN THE LAW LOAN/GOVERNMENT PURCHASE PLAN OFFERED BY THE YAMAHA MOTOR CORPORATION
DATE: JULY 11, 2005

INFORMATION/BACKGROUND

The Yamaha Motor Corporation offers a program whereby a local dealership is authorized to loan a law enforcement agency a Waverunner free of charge to be used for lifesaving, law enforcement and water safety operations. The Waverunner is a personal watercraft capable of carrying three adult riders. The Waverunner will provide our Marine Services Unit (MSU) with another option in responding to marine enforcement needs within the harbor. Currently, we have a rigid-hulled inflatable watercraft, and with the addition of the Waverunner, we will have a second watercraft capable of assisting officers needing assistance, provide a more economic watercraft in regards to fuel consumption and offer a watercraft capable of maneuvering in and out of tight quarters within the cramped marinas in Gig Harbor.

Both Tacoma Police and the several Pierce County Fire Districts are currently utilizing Waverunners within their respective marine enforcement units and have found them to be quite effective. Tacoma Police has offered to provide specialized training to our marine officers using the Waverunner.

FISCAL IMPACTS

The loan period is in effect from the signing of the agreement to no more than nine months afterwards. During this time our agency will not incur any lease payments or additional charges other than routine or necessary maintenance. We will be responsible for purchasing a trailer to haul the Waverunner. The estimated cost of the trailer is \$800.00, and our budget will support this purchase. If after the nine month loan period we find that the Waverunner was not a piece of equipment beneficial to the effectiveness and efficiency of our marine program, we will sell the trailer and recoup the majority of our investment.

The loan agreement requires a minimum of \$500,000.00 in injury and property damage liability insurance. Through the Association of Washington Cities (AWC) we currently have insurance of this type in the amount of \$2,000,000.00.

RECOMMENDATION

I recommend that you authorize our participation in the Law Enforcement/Government Program. After the nine month trial period, I will provide a report outlining whether this program was beneficial and whether it should be continued.



WaveRunner 2005 Law Loan Program Agreement

Agency Information

Name: Gig Harbor Police Department
 Address: 3510 Grandview St
 City: Gig Harbor State: WA Zip: 98335
 Phone: 253 851 2236 Fax: 253 851 2399
 Responsible Party: Officer Fred F. Douglas

Dealer Information

Name: Tacoma Motorsports Dealer #: _____
 Address: 4701 Center St
 City: Tacoma State: WA Zip: 98409
 Phone: 253 564 8678 Fax: 253 566 0624
 Responsible Party: _____

This Agreement is entered into between Agency and Dealer on 5-17-05 (date) and shall be in effect for no more than nine months. Units are to be returned on 2-1-06 (date).

Agency and Dealer desire to participate in the Law Loan/Government Purchase Program offered by Yamaha Motor Corporation, U.S.A. (Yamaha) and to that end agree to the following:

- Agency shall be surveyed from time to time to verify possession and use.
- Agency shall use the watercraft(s) exclusively for lifesaving, law enforcement or water safety operations.
- Agency shall only allow Agency employees to operate the watercraft(s) while performing their job functions.
- Agency shall be responsible for performing and paying for routine maintenance during the term of this Agreement.
- Agency shall maintain current injury and property damage liability insurance (a minimum of \$500,000.00 coverage - no exceptions) while the watercraft(s) is in Agency's possession.
- Agency shall be liable for any negligent or unlawful conduct or omissions pertaining to the transporting or use of the watercraft while the watercraft(s) is in Agency's possession. Agency shall release and hold Yamaha Motor Corporation U.S.A., Yamaha Motor Co., Ltd., Yamaha Manufacturing Corporation of America, and Tennessee Watercraft, Inc. harmless from and against all claims of whatever nature which any party may claim to have for property damage or personal injuries, including death arising out of the use or operations of the watercraft(s).
- Agency shall return the watercraft(s) to Dealer in good working order upon the termination of this Agreement. Agency shall be responsible for repairing any damage beyond normal wear and tear.

Mike Davis
 Agency Signature

Norman K. Gust
 Dealer Signature

Memorandum

To: Gig Harbor Police Chief, Mike Davis
From: Carol Morris, City Attorney
Date: 6/27/2005
Re: Yamaha Wave Runner 2005 Law Loan Program Agreement

I have reviewed the Wave Runner 2005 Law Loan Program Agreement and have no problems with it. I have the following comments:

1. In order to ensure that the City does not violate the terms of the Agreement, you should consider incorporating some of the terms into the Police Department's Standard Operating Procedures or other department rules.
2. You need to check with Mark Hoppen to ensure that the City has the requisite \$500,000.00 injury and property damage liability insurance.
3. The Council should be informed that the agreement includes a release and hold harmless provision. It requires that the City release and hold the Yamaha Motor Corp., Yamaha Motor Co., Ltd., Yamaha Manufacturing and Tennessee Watercraft, Inc. harmless from and against all claims of whatever nature for property damage, personal injuries or death arising out of the use or operations of the watercraft. There is no warranty with the watercraft because the Yamaha Motor Corp. is providing the watercraft to the City free of charge. Therefore, if the watercraft is defective, and use of the defective watercraft results in an accident involving property damage, personal injuries or death, the City's execution of this agreement with this release could mean that the City, not Yamaha and its subsidiaries, will not be liable for these damages. However, the City Council should weigh this unlikely possibility in light of the advantage provided by the free use of the watercraft during the term of the agreement.

If you have any other questions, please let me know.



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID BRERETON *db*
DIRECTOR OF OPERATIONS
SUBJECT: WHEELER STREET END PARK LANDSCAPE DESIGN
- CONSULTANT SERVICES CONTRACT
DATE: JULY 11, 2005

INTRODUCTION/BACKGROUND

A budgeted objective for 2005 includes constructing a fishing pier/kayak access and picnic area with tables at the Wheeler street-end. Bradley Design Group will provide landscape architecture services to design hardscape layout, landscape and irrigation plan and construction assistance with site details.

After reviewing the Consultant Services Roster, the landscape architecture firm of Bradley Design Group was selected as the most qualified to perform the work. Their selection was based on their past conceptual design work, understanding of the project and familiarity with the area.

POLICY CONSIDERATIONS

Bradley Design Group is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2005 Budget and is within the 2005 Parks budgeted allocation of \$100,000.00, objective #14.

RECOMMENDATION

I recommend that the Council authorize the execution of the consultant services contract with Bradley Design Group for the landscape architecture services in the amount not to exceed Nine Hundred Sixty Five and zero cents (\$965.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Bradley Design Group**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Bradley Design Group, a corporation organized under the laws of the State of Washington located and doing business at 4330 North Lexington Street, Tacoma, WA 98407 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Landscape architecture services at Wheeler Street-end Park and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 6, 2005, 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 Nine Hundred Sixty Five Dollars and Zero Cents (\$965.00) 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 October 14, 2005; 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:
Bradley Design Group
ATTN:
Kathleen Bradley Reader
4330 North Lexington Street
Tacoma, WA 98407

City of Gig Harbor
ATTN: David Brereton
Director of Operations
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:
Bradley Design Group
ATTN:
Kathleen Bradley Reader
4330 North Lexington Street
Tacoma, WA 98407

City of Gig Harbor
ATTN: David Brereton
Director of Operations
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 _____)

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

Dated: _____

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

My Commission expires: _____

BRADLEY DESIGN GROUP
Landscape Architecture
Site Planning



6 June 2005

David Breton
Director of Operations, City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Fax: (253) 853-7697 – 3 pages total

Dear David,

Per our discussion and my review of the site, I have determined Bradley Design Group's scope of services to be as follows for the Wheeler Street End Park:

Project Location:

Wheeler Street End Park located in Gig Harbor, WA

Scope of Services:

- Provide final design and construction document preparation for the Wheeler Street End Park in Gig Harbor. (AutoCAD site plan and survey prepared by DEA with additional information provided by the City of Gig Harbor as needed).
- Park design elements to include:
 - Paving design, layout and materials selection for overlook area and pedestrian circulation routes.
 - Design and locate directional and interpretive signage options for the park.
 - Landscape and irrigation design for all lawn and planting areas.
 - Preparation of a layout plan identifying proposed elements and their general location within the site.
- Irrigation plans to include location of all irrigation equipment, details, notes and coordination with City Engineering for point of connection, power and meter location.
- Landscape plans to include location of proposed plantings, plant schedule identifying genus, species, size and condition of proposed plants, planting details and specifications.
- Coordination and design meetings with City of Gig Harbor for grading, location of utilities, road alignment & traffic issues, power line easements, lot line locations and any other site related elements.
- Attend public meetings and presentations (as required).
- Revisions to plans per City of Gig Harbor.
- Provide on-site construction coordination throughout the construction phase.
- Assist with construction phasing of future improvements as funds become available.

4330 N. Lexington Street office: 253.758.7906
Tacoma, WA 98407 email: lad@brdg.com
www.bradleydesign.com



Notes:

1. This proposal does not include hours for significant re-design once the work is substantially complete.
2. Fees indicated are not to exceed and based on the above outlined scope of services. Modifications to the project scope or schedule may require a revision to this scope. Additional services, if required, will be billed at the standard hourly rates only after approval by the City.
3. Terms are monthly invoicing with net due in 30 days.

Fees:

- The estimated fee for design review, planting design, construction assistance and project coordination is \$965.00.
- Reimbursable expenses will be billed as actuals. Plotting on bond for client review, submittals and construction sets will be billed at \$7.00 per sheet.

This letter serves as the Agreement to Proceed based upon the Scope of Services as outlined above and in the attached fee proposal. Work will proceed once Bradley Design Group receives your signature of acceptance and purchase order number.

If you have any questions regarding this proposal, please do not hesitate to call. Otherwise, please sign below and fax (253-276-0132) or mail a copy to our office. We look forward to working again with you and your wonderful staff on this project!

Kind regards,

Kathleen Bradley Reader
Principal



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: ROB WHITE, PLANNING MANAGER
SUBJECT: THIRD READING OF AN ORDINANCE
AMENDMENT TO GHMC 17.98 DESIGN REVIEW STANDARDS AND
REVIEW
DATE: JULY 11, 2005

INFORMATION/BACKGROUND

Attached for your consideration and for third reading is an ordinance amending Gig Harbor Municipal Code section 17.98 Design Standards and Review.

As directed at the City Council meeting of June 27, 2005, staff has incorporated the changes submitted by the city attorney.

POLICY CONSIDERATIONS

The proposed ordinance will change the functions of the Design Review Board (DRB) to include pre-application meetings and provide an opportunity for the DRB to submit review comments to the planning staff on administrative proposals.

ENVIRONMENTAL ANALYSIS

The SEPA responsible official has determined that this proposal is exempt from SEPA review as per WAC 197-11-800.

FISCAL IMPACTS

Addition of DRB pre-application meetings and notification requires increased technical and administrative staff time.

RECOMMENDATION

I recommend that the City Council approve the ordinance as presented.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING A NEW PROCEDURE FOR OPTIONAL PRE-APPLICATION MEETING BY THE DESIGN REVIEW BOARD, DESCRIBING THE BENEFITS, LIMITATIONS AND MATERIALS NEEDED FOR SUCH OPTIONAL PRE-APPLICATION MEETING; REQUIRING THAT NOTICE OF APPLICATION FOR CERTAIN TYPES OF PROJECT PERMIT APPLICATIONS BE SENT TO THE DESIGN REVIEW BOARD MEMBERS, FOR THEIR INDEPENDENT, ADVISORY INPUT TO THE COMMUNITY DEVELOPMENT STAFF ON WHETHER THE APPLICATION MEETS THE DESIGN MANUAL CRITERIA FOR ADMINISTRATIVE REVIEW; ADOPTING A NEW SECTION 17.98.037 AND AMENDING SECTIONS 17.98.050 AND 19.02.004 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the Gig Harbor City Council appointed a Design Review Procedures Committee (DRPC) to explore ways of amending the design review process to allow more interaction between the Design Review Board (DRB), the applicant, and the community; and

WHEREAS, the DRPC has recommended amendments that would encourage applicants to seek the input of the DRB prior to submitting development applications; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on April 4, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the SEPA Responsible Official determined that this proposal is exempt under SEPA as per WAC 197.11.800; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on May 21, 2005, and made a recommendation of approval to the City Council; and

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

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

Section 1. A new Section 17.98.037 of the Gig Harbor Municipal Code, as last amended by Ordinance #975, is hereby adopted, to read as follows:

17.98.037 Optional Design review pre-application meeting.

A. Purpose. Applicants for projects that will require design review may request a pre-application review by the Design Review Board (DRB) at a DRB meeting. The purpose of the pre-application review is to allow the DRB to provide early input on potential development or redevelopment of a site during the early stages of design. This will allow the Design Review Board to identify specific areas of concerns and design opportunities related to the site for the applicant. The DRB's comments may help the applicant develop a design that conforms to Design Manual standards in a manner more sensitive to specific site conditions and to neighborhood concerns.

B. Optional pre-application meeting with staff. It is highly recommended that the applicant request and attend a pre-application meeting with the Community Development Department staff prior to requesting a pre-application meeting with the Design Review Board. This will allow the staff to identify for the applicant obvious site design deficiencies that do not fall under the purview of the Design Review Board (e.g., street access; fire fighting access; utility availability; critical area protection; non-compliant use, density, height, setbacks, etc.).

C. Benefits of pre-application meeting with DRB:

1. Provides opportunity to dialogue with the Design Review Board to determine specific areas of interest and, if notice is provided to the public, an opportunity to dialogue with individuals in the surrounding neighborhood.
2. Expands the level of input prior to application submittal.
3. Provides early feedback on draft proposals.
4. May help identify non-compliant design concepts before expending money on detailed plans and drawings.
5. May help applicant determine whether to pursue the project or not.

D. DRB pre-application review is limited to one meeting. Applicants may request one pre-application meeting with the DRB, which will be at no charge for any project that will require design review under the site plan review category specified in Section 17.98.040(A). The meeting shall be held within 28 days of receipt of the request.

E. Information needed for pre-application meeting with DRB. To enable the DRB to provide a meaningful response, requests for design review pre-application meetings should include the following:

1. The location of the site (a map showing the site in context with surrounding sites and development is encouraged)
2. A sketch or drawing of the site showing its approximate configuration and dimensions.
3. A sketch or drawing of the site showing natural site conditions including topographic information and existing vegetation. Photographs are encouraged.
4. Conceptual drawings or sketches of proposed development.

F. Notice. Notice of a pre-application meeting with the DRB is not required, however, at the request of the applicant, notice will be mailed to the owner of all properties within 300 feet of the subject site. The applicant shall provide preprinted labels bearing the names and addresses of the property owners of record within 300 feet of the project property.

G. Non-binding nature of pre-application meeting. Neither DRB nor staff comments at the pre-application meeting with the DRB are binding on the applicant. Nor will they bind the City in any manner or prevent the City from fully applying or enforcing all applicable codes, ordinances and regulations.

Section 2. Section 17.98.050 as amended in Section 14 of Ordinance #975 is hereby amended to read as follows:

17.98.050 Design review and project approval.

A. The applicant shall choose one of the following application review paths, based upon whether or not the application strictly conforms to the specific design standards of Chapter 17.99 GHMC.

B. A. A design review application for administrative approval shall ~~may~~ be processed by the director as long as it strictly conforms to the specific design standards of chapter 17.99 GHMC as follows:

1. Notice of application for the following types of development shall be forwarded to all members of the Design Review Board (DRB) pursuant to GHMC Section 19.02.004:

a. Non-residential development;

b. Multi-family residential development as defined in GHMC Section 17.04.290;

c. Planned Residential Development (PRD) as described in GHMC Chapter

17.89.

d. Public projects, except for normal maintenance and in-kind replacement.

2. The DRB members may independently review the application, which will be available at the Community Development Department. Individual DRB members may submit written comments to the director within two weeks after the date of the notice of

application. If the individual DRB members identify design elements that they believe do not comply with the specific requirements of the Design Manual, they may advise the director in writing of this advisory opinion.

3. If the director receives written advisory opinions of the DRB members that certain design elements of an application do not comply with the specific requirements of the Design Manual, the director shall re-evaluate the decision whether the application should be processed administratively or through the Design Review Board process. If the director finds that the application should be processed through the Design Review Board process because not all elements strictly conform to the general requirements of the Manual, the director shall notify the applicant. The applicant may choose to amend the application or select the Design Review Board process for further processing of the application.

4. The application shall be reviewed by the director for compliance with the specific requirements of Chapter 17.99 and all other applicable codes. The director shall issue a decision approving the application or portions thereof if he/she finds that the application or portions of the application satisfy the strict requirements of Chapter 17.99 design standards. The director shall not approve any application or portion thereof that does not comply with applicable codes.

2 5. An applicant may choose to submit an application for review by the director on a single category or multiple categories from GHMC 17.98.040. If an applicant chooses to submit fewer than all categories from GHMC 17.98.040, the director shall only provide preliminary decisions on each category. Once the city has received a complete application for all categories from GHMC 17.98.040, the director shall issue a final decision on those portions of the application submitted for administrative approval. The preliminary decisions made by the director on each category may be different from the final decision on each category.

3 6. A notice of complete application shall not be issued until the city has received a complete application (as described in GHMC 17.98.040). A notice of application shall be issued for any complete application processed under this subsection A, as set forth in GHMC Title 19 for a Type III project permit application. The complete application shall otherwise be processed as a Type II project permit application, and a final decision shall be issued on a complete application before the deadline established in GHMC 19.05.009. If the final decision is appealed, the appeal shall be considered in an open record hearing, as described in GHMC Title 19.

B C. Design Review Board Recommendation. A design review application requesting review by the design review board shall may be processed for review by the design review board as follows:

...

Section 3. Section 19.02.004 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.02.004 Notice of application.

A. Generally. A notice of application shall be provided to all city departments and agencies with jurisdiction of all Type III and IV project permit applications. In addition, a notice of application for all (a) non-residential development, (b) multi-family residential development as defined in Section 17.04.290, GHMC, (c) planned residential development (PRD) as described in GHMC Chapter 17.89, and (d) public projects, except for normal maintenance and in-kind replacement, shall be sent to all members of the Design Review Board as set forth in Section 17.98.050(d).

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

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

On _____, 2005 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING A NEW PROCEDURE FOR OPTIONAL PRE-APPLICATION MEETING BY THE DESIGN REVIEW BOARD, DESCRIBING THE BENEFITS, LIMITATIONS AND MATERIALS NEEDED FOR SUCH OPTIONAL PRE-APPLICATION MEETING; REQUIRING THAT NOTICE OF APPLICATION FOR CERTAIN TYPES OF PROJECT PERMIT APPLICATIONS BE SENT TO THE DESIGN REVIEW BOARD MEMBERS, FOR THEIR INDEPENDENT, ADVISORY INPUT TO THE COMMUNITY DEVELOPMENT STAFF ON WHETHER THE APPLICATION MEETS THE DESIGN MANUAL CRITERIA FOR ADMINISTRATIVE REVIEW; ADOPTING A NEW SECTION 17.98.037 AND AMENDING SECTIONS 17.98.050 AND 19.02.004 OF THE GIG HARBOR MUNICIPAL CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of _____, 2005.

BY: _____
Molly Towslee, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE SUPPORTING THE
CONTINUATION OF A MORATORIUM ON THE ACCEPTANCE OF
APPLICATIONS FOR NEW DEVELOPMENT OF NON-RESIDENTIAL
STRUCTURES OR CERTAIN TYPES OF RE-DEVELOPMENT OF NON-
RESIDENTIAL STRUCTURES IN THE WATERFRONT MILLVILLE
ZONE FOR A PERIOD OF TWO MONTHS
DATE: JULY 11, 2005

INFORMATION/BACKGROUND

The City Council adopted Ordinance No. 1003 on May 31, 2005 which imposed an immediate moratorium on the acceptance of applications for new development of non-residential structures or certain types of re-development of non-residential structures in the Waterfront Millville (WM) zone for a period up to two months. Adoption of this Ordinance was predicated on the City Council holding a public hearing on the proposed moratorium within sixty (60) days after adoption (RCW 35A.63.220, RCW 36.70A.390). The City Council held the required public hearing on June 27, 2005 regarding the emergency adoption of the moratorium (Ordinance No. 1003).

At the conclusion of the public hearing on June 27, 2005, Council articulated findings in support of the continuation of the moratorium for a period of two months.

The City Attorney has drafted an Ordinance supporting the continuation of the moratorium for a period of two months.

RECOMMENDATION

Staff recommends adoption of this Ordinance as presented at the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING FINDINGS AND CONCLUSIONS SUPPORTING THE MAINTENANCE OF AN EMERGENCY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW DEVELOPMENT OR CERTAIN TYPES OF RE-DEVELOPMENT OF NON-RESIDENTIAL STRUCTURES WITHIN THE WATERFRONT MILLVILLE (WM) ZONE, ADOPTED ON MAY 31, 2005 IN ORDINANCE NO. 1003.

WHEREAS, the City Council has conducted an in-depth review of development along the waterfront in Gig Harbor, which has been detailed in several recently passed Ordinances, including but not limited to Ordinance 965; and

WHEREAS, the City Council's consideration of development along the Gig Harbor waterfront led to the adoption of several ordinances regulating building size; and

WHEREAS, upon further investigation, the Council learned that the Waterfront Millville zone is unique among the waterfront zones because non-residential structures in that zone are limited in size by "gross floor area," while the other waterfront zones limit building size based on building footprint; and

WHEREAS, the calculation of "gross floor area" as defined in the Gig Harbor Municipal Code, does not include areas constructed for and designated as a garage area (it also does not include accessory water tanks and cooling towers, mechanical equipment, unfinished attics regardless of headroom), which may result in the development of excessively large structures that are incompatible with other structures in the same zone; and

WHEREAS, the fact that nonresidential structures in the WM zone are regulated differently from nonresidential structures in the other waterfront zones could result in the development of excessively large structures which are uncharacteristic of the historical development pattern in the WM; and

WHEREAS, on May 31, 2005, the City Council imposed a moratorium for the purposes described in this Ordinance, all as set forth in Ordinance 1003; and

WHEREAS, on June 13, 2005, the City Council ratified the imposition of the moratorium and again voted to impose the moratorium described in Ordinance 1003; and

WHEREAS, on June 27, 2005, the City Council held a public hearing on the maintenance of the moratorium, as required by RCW 35A.63.220 and 36.70A.390; and

WHEREAS, the City Council desires to enter findings and conclusions in support of the continued maintenance of the moratorium for a period of two months after the adoption of the moratorium on May 31, 2005; Now, Therefore,

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

Section 1. Findings and Conclusions in Support of Moratorium. The City Council finds as follows:

A. The following findings and conclusions appear in the administrative record supporting this moratorium:

1. The City of Gig Harbor is characterized by views of Gig Harbor bay and the small scale buildings that reflect the historic development of the harbor basin.

2. The City of Gig Harbor's Comprehensive Plan has the stated goal to "Preserve the character of those sites or districts which reflect the style of Gig Harbor's historical development" (Goal 3.13); and

3. The City of Gig Harbor's Comprehensive Plan has the stated objectives to:

a. Develop guidelines which promote compatible development within designated areas. (Objective 3.13.2);

b. Consider standards which encourage building forms consistent with historic designs, (e.g., massing, roof styles and scale," (Objective 3.14.2); and

c. Define and retain "small town" characteristics of historic business districts. (Objective 3.15.1).

4. Large structures recently built in the non-residential zones within the harbor basin have adversely impacted the visual quality of the harbor basin because of their scale in relation to the historic structures that characterize the harbor basin.

5. The City has made substantial progress in addressing these issues during the previous moratorium and adoption of development regulations.

B. The City Council accepted testimony from members of the public as follows:

1. John Vodopich, Community Development Director. Mr. Vodopich explained that the moratorium was adopted on May 31, 2005, and that state law requires that the City Council hold a public hearing for the purpose of developing findings and conclusions to support continuation of the moratorium.

2. Dennis Reynolds, attorney for marina operators on the shoreline, such as Arabella's Landing. Mr. Reynolds asked the Council to consider that the Washington courts have ruled that the City cannot impose a moratorium on property in the shoreline. He referenced *Biggers v. Bainbridge Island*, 103 P.3d 244 (2004), and Mr. Reynolds believes that the Court's holding prohibits any city from adopting a moratorium on any property in the shoreline.

3. Peter Katich, 3509 Ross Avenue. Mr. Katich is in favor of the moratorium because he believes the staff needs adequate time to craft development regulations that are internally consistent. Mr. Kadich is familiar with the *Biggers* case, but he believes that the court's holding has been misinterpreted by Mr. Reynolds.

4. Jill Guernsey, 3224 Shyleen Street. Ms. Guernsey stated that the City Planning Commission was asked by the City Council to review an ordinance covering the subject of the moratorium. This ordinance will determine the manner in which development should be regulated in the Waterfront Millville zone. Currently, the Planning Commission is addressing the issue of building size of residential structures. In addition, the Planning Commission is working on an ordinance that would allow structures to be rebuilt if they were destroyed. This ordinance covers all three waterfront zones.

5. Carol Morris, City Attorney. Ms. Morris explained that she was familiar with the *Biggers*' case. She stated that it was her understanding that the *Biggers*' case applied to a city's adoption of a moratorium based on ordinances (or the crafting of future ordinances) based on the Shoreline Management Act. According to Ms. Morris, the Washington courts have not ruled that cities may not impose moratoria for the purpose of prohibiting the acceptance of development applications while zoning regulations are being crafted.

In *Biggers*, the Bainbridge Island City Council imposed a moratorium in August of 2001 on applications for shoreline substantial development permits and shoreline exemptions under the Shoreline Management Act/Shoreline Master Program, for a period of one year. An ordinance was adopted in October of 2001 to address the issues raised prior to the moratorium, but in August of 2002, the City Council extended the moratorium through March of 2003. A lawsuit was filed by business owners and private citizens.

The trial court determined that the City did not have authority to impose a moratorium under the Shoreline Management Act. The Court of Appeals ruled that:

The moratorium authority derived from RCW 35A.63.220 is limited to planning and zoning in code cities. It does not grant the City authority in this case **because ordinances involving shoreline master programs and shoreline management regulations do not fall within the definition of zoning.** . . .

[The Growth Management Act] states that the provisions of chapter 90.58 RCW [the Shoreline Management Act] take priority over the GMA as long as the provisions are internally consistent with a few specific statutes, none of which apply under these facts. The GMA clearly specifies that chapter 90.58 RCW governs the unique criteria for shoreline development. In other words, the SMA trumps the GMA in this area, and the SMA does not provide for moratoria on shoreline use or development.

Biggers, 103 P.3d at 247 (emphasis added).

Ms. Morris stated that the City's Shoreline Master Program is an overlay zoning measure, which applies in addition to the underlying zoning regulations applicable to property in the WM zone. A review of the Gig Harbor Shoreline Master Program demonstrates that building size, setbacks, and other specific types of zoning standards are not included – that is because the Shoreline Management Act requires the City to include more general policies and regulations in its Shoreline Master Program. For example, the City Council should take judicial notice of WAC 173-26-200(A)(2)(i), which requires that the City's Shoreline Master Program include policies, to be consistent with state shoreline management policies, addressing the master program elements of RCW 90.58.020 and environmental designations. The regulations to be included in the Shoreline Master Program must include environmental designations and include "general regulations, use regulations that address issues of concern to specific uses, and shoreline modification regulations that protect shoreline ecological functions from the effects of human-made modifications to the shoreline." *Id.*

As shown in the "whereas" sections of this Ordinance as well as the City's Zoning Code, the City has adopted this moratorium for the purpose of taking public testimony and allowing the Planning Commission to recommend an ordinance to the City Council for an amendment to the Zoning Code, not the Shoreline Master Program. Under state law, building size limitations are not the type of regulations that need to be included in the City's Shoreline Master Program. In fact, the cities that have adopted limits on building sizes (through gross floor area, footprint limitations or other means) have done so in their zoning code, not the Shoreline Master Program.

Finally, Ms. Morris noted that there is no language in the *Biggers* case to indicate that RCW 35A.63.220 or RCW 36.70A.390 does not provide the City adequate authority to impose a moratorium on property in the shoreline for the purpose of developing a zoning ordinance. This would mean that if the City were required to adopt a zoning measure under GMA (perhaps if a GMA Board case were to address a GMA issue, such as density), if the City adopted a moratorium so that it could hold hearings and make the required amendments to the zoning code or comprehensive plan, the moratorium would apply everywhere in the City but the shoreline zones. Nothing in the *Biggers* case demonstrates that the Court of Appeals wanted shoreline property owners to be able to free of all moratoria, and to be the only property owners in the affected area to have the ability to submit development applications while a moratorium is pending.

Section 2. Moratorium Maintained. After deliberation, the City Council decided that the moratorium adopted under Ordinance 1003 on the acceptance of all non-exempt development permit applications for nonresidential property located in the Waterfront Millville zone shall be maintained for a period of two months, or July 31, 2005.

Section 3. Incorporation by Reference. All provisions of Ordinance 1003 are hereby incorporated by reference as if fully set forth herein.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be unconstitutional or invalid 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 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

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 Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___th day of _____, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

FIRST READING: 7/11/05
DATE PASSED:
DATE OF PUBLICATION:
EFFECTIVE DATE:



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: ROB WHITE, PLANNING MANAGER
SUBJECT: FIRST READING OF AN ORDINANCE LIMITING THE SIZE OF STRUCTURES IN WATERFRONT ZONES
DATE: JULY 6, 2005

INFORMATION/BACKGROUND

On Tuesday, May 31, 2005, the City Council imposed a two-month moratorium on non-residential development within the Waterfront Millville (WM) zone.

City Council directed the Planning Commission to draft an ordinance, within the timeframe of the moratorium, that would make the WM zone consistent with the other waterfront zones, (Waterfront Residential (WR) and Waterfront Commercial (WC)), in terms of how building sizes are limited. During the Planning Commission work sessions it was determined that in order to consistently regulate building sizes in the three zones, that they should be changed as depicted in the following graph:

		WM (existing)	WM (proposed)	
Max Gross Floor Area commercial	4000 per lot (includes garages detached and attached)	3500 per lot	3500 per lot (includes garages detached and attached)	3000 max footprint / 6000 gross floor area per structure
Max Gross Floor Area attached residential	4000 per lot (includes garages detached and attached)	N/A	3500 per lot (includes garages detached and attached)	3000 max footprint / 6000 gross floor area per structure
Max Gross Floor Area single family	4000 per lot (includes garages detached and attached)	N/A	3500 per lot (includes garages detached and attached)	3000 per structure

After comparing the three zones, the Planning Commission determined the following four main points:

- 1) The existing 3500 sq/ft limit within the WM zone was adequate, so long as it also included garages, regardless of the structure's use.
- 2) All three zones should include a limit on the size of residential structures.

3) The only change necessary to the definition of "floor area" was to add the word "gross" thereby changing it to "gross floor area."

4) Underground parking structures should not be discouraged in zones outside of WM and WR; therefore the WM and WR zones should specifically include garages within their calculation of gross floor area rather than affecting the entire city by changing the definition of gross floor area to exclude garages.

Staff has prepared the attached proposed ordinance which includes final changes made by the Planning Commission immediately following the public hearing held on Thursday, June 30.

One comment submitted by Dave Morris, a property owner in the Purdy area, (within the Urban Growth Area), brought to light the possibility that the proposed ordinance, and recently approved ordinances, may have unintentional affects on commercial areas of the UGA. Mr. Morris felt that since the WC zoning designation was most appropriate for the commercial areas of Purdy, (verses B-2, C-1, etc), that the Council should direct the Planning Commission to address the Purdy area specifically within the WC development standards.

POLICY CONSIDERATIONS

The proposed ordinance will change the maximum size of future proposals for development within the WR, WM, and WC zones.

ENVIRONMENTAL ANALYSIS

The SEPA responsible official issued a Determination of Non-significance (DNS) on February 17, 2005. No appeals were filed.

FISCAL IMPACTS

None.

RECOMMENDATION

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; ADDING A NEW SECTION 17.04.367 DEFINING FOOTPRINT; AMENDING 17.04.360 FLOOR AREA; AMENDING GHMC SECTION 17.46.040 LIMITING THE SIZE OF STRUCTURES IN THE WATERFRONT RESIDENTIAL (WR) DISTRICT; AMENDING GHMC SECTION 17.48.040 LIMITING THE SIZE OF STRUCTURES IN THE WATERFRONT MILLVILLE (WM) DISTRICT; AND AMENDING GHMC SECTION 17.50.040 LIMITING THE SIZE OF STRUCTURES IN THE WATERFRONT COMMERCIAL (WC) DISTRICT.

WHEREAS, the City Council has conducted an in-depth review of development along the waterfront in Gig Harbor, which has been detailed in several recently passed ordinances, including Ordinance 965 (imposing a moratorium on development in the waterfront and height restriction area) and ordinances continuing and terminating the moratorium; and

WHEREAS, the City Council's consideration of development along the Gig Harbor waterfront led to the adoption of Ordinance No. 995 regulating building size; and

WHEREAS, upon further investigation, the Council recognized that the Waterfront Residential (WR), Waterfront Millville (WM), and Waterfront Commercial (WC) zones do not regulate building size consistently; and

WHEREAS, the City Council in their meeting of April 25, 2005 directed that the Planning Commission make recommendations regarding building size limitations in the waterfront zones, and;

WHEREAS, the directive from Council was to maintain the scale and character of the waterfront areas, to consider the mass and scale of structures, and the existing pattern of development; and

WHEREAS, based on these considerations the building size of structures in all waterfront zones needed to be addressed; and

WHEREAS, the Waterfront Residential (WR) zone included no building size limitations for residential or commercial structures, and;

WHEREAS, the Waterfront Millville (WM) zone included no building size limitations for residential structures including single family, duplex and multi-family, and;

WHEREAS, in the Waterfront Residential (WR) and Waterfront Millville (WM) zones measuring building size by gross floor area is in keeping with the nature and character of the zones, and;

WHEREAS, in the Waterfront Commercial (WC) zone measuring building size by footprint and gross floor area per structure is consistent with the nature and character of the zone, and;

WHEREAS, the existing code refers to "footprint" but does not provide a definition; and

WHEREAS, the code defines "floor area" but calculates building size based on "gross floor area"; and

WHEREAS, "floor area" does not include areas constructed for and designated as a garage area (it also does not include accessory water tanks and cooling towers, mechanical equipment, or unfinished attics regardless of headroom), which may result in the development of excessively large structures that are incompatible with other structures in the same zone; and

WHEREAS, in order to maintain the size and scale of structures in the WR and WM zones, and because of the natural beauty of the harbor views and vistas to and

from the water should be preserved and developed by the city and private parties alike (Comprehensive Plan, adopted 2004, 9.3.9 Views and Natural Features, page 9-4) garage areas in these zones need to be included in the building size calculations; and

WHEREAS, in the WC zone due to the more intense uses allowed in the zone, there is benefit to exclude garage areas from the calculation of building size; and

WHEREAS, the proposed text amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Non-Significance for the proposed text amendment on February 17, 2005, pursuant to WAC 197-11-350; and

WHEREAS, the City's Planning Manager forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on June 6, 2005, requesting expedited review, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on June 30, 2005, and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of ____ and ____, 2005, Now, Therefore,

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

Section 1. A new Section 17.04.367 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.04.367 Footprint

"Footprint" of a structure or building shall be measured from the outer perimeter excluding eave overhangs and other cantilevered portions projecting no more than 18 inches and no wider than 10 feet.

Section 2. Section 17.04.360 of the Gig Harbor Municipal Code is hereby amended as follows:

17.04.360 Gross Floor Area.

"Gross Floor Area" means the sum of the horizontal area of the several floors of a building or buildings measured from the exterior faces of exterior walls and from center lines of division walls. The gross floor area includes 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, and enclosed porches. The gross floor area shall not include accessory water tanks and cooling towers, mechanical equipment, unfinished attics regardless of headroom, nor areas constructed for and designated as a garage area.

Section 3. Section 17.48.040 (WM Development Standards) of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.48.040 Development standards.

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-family Dwelling	Attached up to 4 units	Non-residential
A. Minimum lot area (sq/ft) ¹	6,000	6000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard ²			
D. Minimum side yard ²			
E. Minimum rear yard ²			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density ³	4 dwelling units per acre		
I. Maximum gross floor area including garages, attached and detached	N/A 3,500 per lot	N/A 3,500 per lot	3,500 per lot
J. Separation between structures	20'	20'	20'

¹An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

²The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WM district.

³Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC (Planned Residential Development)

Section 4. Section 17.50.040 (WC Development Standards) of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.50.040 Development standards.

In a waterfront commercial district, the minimum development requirements are as follows:

	Single-family Dwelling	Attached up to 4 units	Non-residential
A. Minimum lot area (sq/ft) ¹	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard ²			
D. Minimum side yard ²			
E. Minimum rear yard ²			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Maximum Density	4 dwelling units per acre		
I. Maximum footprint / gross floor area	3,000 per structure	3,000 max footprint/ 6,000 gross floor area per structure	3,000 max footprint/ 6,000 gross floor area per structure
J. Separation between structures ³	20'	20'	20'

¹An undersized lot or parcel shall qualify as a building site if such lot is a lot of record at the time this chapter became effective.

²The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WC district.

³Separation between structures is only required upon lots or parcels in the WC district which contain multiple structures and which abut the DB (downtown business) district.

I-K. Maximum impervious lot coverage may be increased up to a maximum of 80 percent upon execution of a written agreement with the city and the property owner; and provided further, that the agreement is filed with the county auditor as a covenant with the land, when the development provides for waterview opportunities and/or waterfront access opportunities in conjunction with commercial uses, as follows:

...

Section 5. Section 17.50.045 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. Section 17.46.040 (WR Development Standards) of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.46.040 Development standards.

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-family	Duplex	Non-residential

	Dwelling		
A. Minimum lot area (sq/ft) ¹	7,000	14,000	12,000
B. Minimum lot width	70'	50'	50'
C. Minimum front yard ²			
D. Minimum side yard ²			
E. Minimum rear yard ²			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	40%	45%	50%
H. Density ³	4 dwelling units per acre		
I. Maximum gross floor area including garages, attached and detached	4,000 per lot	4,000 per lot	4,000 per lot

¹An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

²The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WR district.

³Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC, Planned residential district.

Section 7. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 8. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of ___, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *[Signature]*
CITY ENGINEER
SUBJECT: STAFF REPORT – EDWARDS STREET SPEED STUDY
DATE: JULY 11, 2005

At the June 6, 2005 City Council meeting, Council directed staff to commence a traffic speed study on Edwards Street. Presented below is a summary of the results.

Speed Analysis:

The operations crew in conjunction with engineering staff met onsite to ascertain what would be the best location for the data collection devices in regards to the concern(s) expressed from the traveling public. It was determined that the entrance to the Saint Nicholas school would be the best location for the data collection. The determination was based upon the concerns presented by council and local community regarding the potential of excessive vehicle speed in the vicinity of the school entrance and the potential for pedestrian/vehicle or vehicle/vehicle accidents. On 6/20/05 data collectors were placed near the school entrance in an effort to determine what the current 85th percentile vehicle speed is. The 85th percentile speed is relevant in this matter as it generally describes the speed of the free flowing traffic, at or below which 85% of the motorist are traveling. This is based on the assumption that this high percentage of drivers selects a safe speed in which to travel on the roadway. Based on the data collected from 6/20/05 to 6/27/05, the 85th percentile vehicular travel speed is 27 miles per hour (MPH). This is 2 MPH above the regulatory speed limit of the road, and is easily correctable through general police enforcement and/or additional regulatory signing of the roadway. Attached is a vehicle speed report that depicts the number of vehicles, time of travel, vehicle speed, and directional lane of travel of traveling vehicle(s) on Edwards from 0900 hrs on 6/20/05 to 1100 hrs on 6/27/05. Located on sheet(s) 8 and 16 of the report are the summary tables of the data collection and provide not only the 85th percentile, but also the 15th, 50th, 90th and Mean average speed represented in MPH.

Volume and Capacity:

A general capacity and volume analysis of the associated roadway was included as part of the speed study in an effort to determine whether or not the roadway is functioning within general design parameters. Attached for reference is the capacity and volume report of Edwards Street. As shown on page 2 the Average Daily Traffic (ADT) is 674 vehicles per day with 34.4 week day peak PM traffic trips on average. In general the maximum capacity of a 2 lane paved roadway with approximately 12' travel lanes

ranges between 9000 and 12000 vehicles per day, this information suggests that the roadway is well within the design parameters for capacity during off peak and peak PM conditions. Subsequently, the low volume in ADT combined with the apparent peak PM conditions does not qualify this particular roadway for traffic calming measures.

Potential Mitigation Measures:

The following is a list of potential mitigation measures for Edwards Street based on the analysis of the data to date.

- Installation of additional regulatory signing comprised of posted speed limit signs as well as cautionary school zone signage to alert traveling motorist of pedestrian and vehicular use in regards to school facility.
- Additional police enforcement of the posted speed limit
- Repost the speed limit to a maximum travel speed of 20 MPH in the vicinity of the curves in the near the school entrance. This action may require the drafting of an ordinance to amend the current City limit speed limit of 25 MPH in this area.

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

Installed: JSO/GAF
Direction 1

Site Code: Edwards St.

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/20/05	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	2	8	9	3	1	0	0	0	0	0	0	0	0	0	23	16-25	17
10:00	1	3	11	4	1	0	0	0	0	0	0	0	0	0	20	21-30	15
11:00	2	13	9	5	0	0	0	0	0	0	0	0	0	0	29	16-25	22
12 PM	3	6	17	7	1	2	0	0	0	0	0	0	0	0	38	19-28	24
13:00	1	8	17	9	0	0	0	0	0	0	0	0	0	0	35	19-28	26
14:00	0	8	19	1	1	0	0	0	0	0	0	0	0	0	29	16-25	27
15:00	3	4	16	3	0	0	0	0	0	0	0	0	0	0	26	16-25	20
16:00	0	4	19	4	0	0	0	0	0	0	0	0	0	0	27	16-25	23
17:00	1	6	13	1	1	0	0	0	0	0	0	0	0	0	22	16-25	19
18:00	1	1	10	2	0	1	0	0	0	0	0	0	0	0	15	19-28	12
19:00	0	2	8	1	0	0	0	0	0	0	0	0	0	0	11	16-25	10
20:00	0	3	3	1	0	0	0	0	0	0	0	0	0	0	7	16-25	6
21:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3	16-25	3
22:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	21-30	2
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
Total	14	67	154	42	5	3	0	0	0	0	0	0	0	0	285		
Percent	4.9%	23.5%	54.0%	14.7%	1.8%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	09:00	11:00	10:00	11:00	09:00											11:00	
Volume	2	13	11	5	1											29	
PM Peak	12:00	13:00	14:00	13:00	12:00	12:00										12:00	
Volume	3	8	19	9	1	2										36	

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Site Code: Edwards St.

Installed: JSO/GAF
Direction 1

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace	Number
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999		Speed	in Pace
06/21/05	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14-23	*
02:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14-23	*
04:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
05:00	0	2	5	3	0	0	0	0	0	0	0	0	0	0	10	19-28	8
06:00	0	3	5	6	0	0	0	0	0	0	0	0	0	0	14	21-30	11
07:00	0	5	8	2	0	0	0	0	0	0	0	0	0	0	15	16-25	13
08:00	2	14	11	5	2	0	0	0	0	0	0	0	0	0	34	16-25	25
09:00	0	9	15	7	0	0	1	0	0	0	0	0	0	0	32	16-25	24
10:00	3	9	12	5	0	0	0	0	0	0	0	0	0	0	29	16-25	21
11:00	1	8	8	7	2	0	0	0	0	0	0	0	0	0	26	16-25	16
12 PM	1	8	9	4	0	0	0	0	0	0	0	0	0	0	22	16-25	17
13:00	2	9	21	5	1	0	0	0	0	0	0	0	0	0	38	16-25	30
14:00	1	4	11	6	1	0	0	0	0	0	0	0	0	0	23	21-30	17
15:00	0	4	8	6	1	0	0	0	0	0	0	0	0	0	19	20-29	14
16:00	0	1	12	5	1	0	0	1	0	0	0	0	0	0	20	21-30	17
17:00	0	4	13	3	0	0	0	0	0	0	0	0	0	0	20	16-25	17
18:00	0	3	3	1	1	0	0	0	0	0	0	0	0	0	8	16-25	6
19:00	0	0	2	4	0	0	0	0	0	0	0	0	0	0	6	21-30	6
20:00	1	4	6	1	0	1	0	0	0	0	0	0	0	0	13	16-25	10
21:00	1	0	0	0	0	1	0	0	0	0	0	0	0	0	2	*	1
22:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
23:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
Total	12	87	154	70	9	2	1	1	0	0	0	0	0	0	336		
Percent	3.6%	25.9%	45.8%	20.8%	2.7%	0.6%	0.3%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	10:00	08:00	09:00	09:00	08:00		09:00									08:00	
Volume	3	14	15	7	2		1									34	
PM Peak	13:00	13:00	13:00	14:00	13:00	20:00		16:00								13:00	
Volume	2	9	21	6	1	1		1								38	

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

Installed: JSO/GAF

Site Code: Edwards St.

Direction 1

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/22/05	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14-23	*
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14-23	*
02:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15-24	*
04:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
05:00	0	2	5	4	0	0	0	0	0	0	0	0	0	0	11	21-30	9
06:00	0	6	3	5	0	0	0	0	0	0	0	0	0	0	14	16-25	9
07:00	1	7	10	3	0	0	0	0	0	0	0	0	0	0	21	16-25	17
08:00	2	10	16	2	1	0	0	0	0	0	0	0	0	0	31	16-25	26
09:00	2	11	14	6	1	0	0	0	0	0	0	0	0	0	34	16-25	25
10:00	1	7	14	6	0	0	0	0	0	0	0	0	0	0	28	16-25	21
11:00	1	4	13	6	1	0	0	0	0	0	0	0	0	0	25	21-30	19
12 PM	1	10	15	5	3	0	0	0	0	0	0	0	0	0	34	16-25	25
13:00	0	11	11	4	1	0	0	0	0	0	0	0	0	0	27	16-25	22
14:00	1	4	12	6	0	0	0	0	0	0	0	0	0	0	23	20-29	18
15:00	0	6	14	1	1	0	0	0	0	0	0	0	0	0	22	16-25	20
16:00	1	6	8	10	0	0	0	0	0	0	0	0	0	0	25	21-30	18
17:00	2	2	11	5	1	0	0	0	0	0	0	0	0	0	21	21-30	16
18:00	0	2	6	8	1	0	0	0	0	0	0	0	0	0	17	21-30	14
19:00	2	1	5	0	0	0	0	0	0	0	0	0	0	0	8	16-25	6
20:00	0	1	3	1	1	0	0	0	0	0	0	0	0	0	6	16-25	4
21:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	21-30	2
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
23:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	21-30	3
Total	14	90	167	74	11	0	0	0	0	0	0	0	0	0	356		
Percent	3.9%	25.3%	46.9%	20.8%	3.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	08:00	09:00	08:00	09:00	08:00										09:00		
Volume	2	11	16	6	1										34		
PM Peak	17:00	13:00	12:00	16:00	12:00										12:00		
Volume	2	11	15	10	3										34		

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Site Code: Edwards St.

Installed: JSO/GAF
Direction 1

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/23/05	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
02:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14-23	*
04:00	0	0	1	2	0	0	0	0	0	0	0	0	0	0	3	21-30	3
05:00	0	1	6	2	0	0	0	0	0	0	0	0	0	0	9	19-28	8
06:00	1	6	5	1	1	0	0	0	0	0	0	0	0	0	14	16-25	11
07:00	0	6	16	3	0	0	0	0	0	0	0	0	0	0	25	16-25	22
08:00	1	5	9	6	0	0	0	0	0	0	0	0	0	0	21	19-28	15
09:00	4	10	10	4	1	0	0	0	0	0	0	0	0	0	29	16-25	20
10:00	1	7	11	3	0	0	0	0	0	0	0	0	0	0	22	16-25	18
11:00	1	12	15	4	2	0	0	0	0	0	0	0	0	0	34	16-25	27
12 PM	2	5	6	7	0	0	0	0	0	0	0	0	0	0	20	20-29	13
13:00	1	6	8	4	2	0	0	0	0	0	0	0	0	0	21	16-25	14
14:00	3	7	7	2	1	0	0	0	0	0	0	0	0	0	20	16-25	14
15:00	1	7	11	1	3	0	0	0	0	0	0	0	0	0	23	16-25	18
16:00	1	11	8	4	1	0	0	0	0	0	0	0	0	0	25	16-25	19
17:00	0	6	8	8	0	0	0	0	0	0	0	0	0	0	22	21-30	16
18:00	0	2	11	3	0	0	0	0	0	0	0	0	0	0	16	21-30	14
19:00	1	2	2	3	0	0	0	0	0	0	0	0	0	0	8	21-30	5
20:00	0	1	4	2	0	0	0	0	0	0	0	0	0	0	7	21-30	6
21:00	0	3	2	1	0	0	0	0	0	0	0	0	0	0	6	16-25	5
22:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	*	1
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	*	*
Total	18	97	141	60	11	0	0	0	0	0	0	0	0	0	327		
Percent	5.5%	29.7%	43.1%	18.3%	3.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	09:00	11:00	07:00	08:00	11:00											11:00	
Volume	4	12	16	6	2											34	
PM Peak	14:00	16:00	15:00	17:00	15:00											16:00	
Volume	3	11	11	8	3											25	

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

Installed: JSO/GAF
Direction 1

Site Code: Edwards St.

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/24/05	0	1	1	1	0	0	0	0	0	0	0	0	0	0	3	21-30	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
03:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
04:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	*	1
05:00	0	2	5	2	0	0	0	0	0	0	0	0	0	0	9	21-30	7
06:00	0	5	10	5	0	0	0	0	0	0	0	0	0	0	20	16-25	15
07:00	1	5	16	5	0	0	0	0	0	0	0	0	0	0	27	16-25	21
08:00	1	9	10	3	5	0	0	0	0	0	0	0	0	0	28	16-25	19
09:00	1	23	16	4	1	0	0	0	0	0	0	0	0	0	45	16-25	39
10:00	2	13	10	13	0	0	0	0	0	0	0	0	0	0	38	21-30	23
11:00	1	11	12	7	1	0	0	0	0	0	0	0	0	0	32	16-25	23
12 PM	1	12	17	5	2	0	0	0	0	0	0	0	0	0	37	16-25	29
13:00	3	2	19	4	1	0	0	0	0	0	0	0	0	0	29	20-29	23
14:00	1	11	6	4	1	0	0	0	0	0	0	0	0	0	23	16-25	17
15:00	2	4	11	9	0	0	0	0	0	0	0	0	0	0	26	21-30	20
16:00	0	7	11	6	1	0	1	0	0	0	0	0	0	0	26	16-25	18
17:00	0	6	3	4	0	0	0	0	0	0	0	0	0	0	13	16-25	9
18:00	0	5	4	1	1	0	0	0	0	0	0	0	0	0	11	16-25	9
19:00	0	0	2	2	0	0	0	0	0	0	0	0	0	0	4	21-30	4
20:00	1	5	2	0	1	0	0	0	0	0	0	0	0	0	9	16-25	7
21:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2	17-26	1
22:00	0	1	1	1	0	0	0	0	0	0	0	0	0	0	3	21-30	2
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
Total	15	123	156	78	14	0	1	0	0	0	0	0	0	0	387		
Percent	3.9%	31.8%	40.3%	20.2%	3.6%	0.0%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	10:00	09:00	07:00	10:00	08:00											09:00	
Volume	2	23	16	13	5											45	
PM Peak	13:00	12:00	13:00	15:00	12:00		16:00									12:00	
Volume	3	12	19	9	2		1									37	

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Site Code: Edwards St.

Installed: JSO/GAF
Direction 1

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/25/05	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
02:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9-18	*
04:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
05:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
06:00	0	3	2	3	2	0	0	0	0	0	0	0	0	0	10	26-35	5
07:00	0	0	5	2	0	0	0	0	0	0	0	0	0	0	7	21-30	7
08:00	3	3	11	2	0	0	0	0	0	0	0	0	0	0	19	16-25	14
09:00	2	9	24	7	0	0	0	0	0	0	0	0	0	0	42	16-25	33
10:00	3	13	19	8	1	0	0	0	0	0	0	0	0	0	44	16-25	32
11:00	2	12	23	9	0	0	0	0	0	0	0	0	0	0	46	16-25	35
12 PM	2	15	15	6	0	0	0	0	0	0	0	0	0	0	38	16-25	30
13:00	3	11	15	4	0	0	0	0	0	0	0	0	0	0	33	16-25	26
14:00	1	6	16	5	0	0	0	0	0	0	0	0	0	0	28	16-25	22
15:00	2	12	15	7	1	0	0	0	0	0	0	0	0	0	37	16-25	27
16:00	2	3	7	2	0	0	0	0	0	0	0	0	0	0	14	16-25	10
17:00	7	22	10	2	1	0	0	0	0	0	0	0	0	0	42	16-25	32
18:00	1	3	4	0	0	0	0	0	0	0	0	0	0	0	8	16-25	7
19:00	4	4	0	0	0	0	0	0	0	0	0	0	0	0	8	11-20	5
20:00	1	4	4	1	0	0	0	0	0	0	0	0	0	0	10	16-25	8
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16-25	*
22:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16-25	*
23:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2	17-26	1
Total	33	123	172	59	5	0	0	0	0	0	0	0	0	0	392		
Percent	8.4%	31.4%	43.9%	15.1%	1.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	08:00	10:00	09:00	11:00	06:00											11:00	
Volume	3	13	24	9	2											46	
PM Peak	17:00	17:00	14:00	15:00	15:00											17:00	
Volume	7	22	16	7	1											42	

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

Installed: JSO/GAF
Direction 1

Site Code: Edwards St.

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/26/05	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17-26	*
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17-26	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17-26	*
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17-26	*
04:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
05:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
06:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	21-30	3
07:00	2	5	8	3	0	0	0	0	0	0	0	0	0	0	18	16-25	13
08:00	31	27	5	0	1	0	0	0	0	0	0	0	0	0	64	11-20	37
09:00	13	10	6	5	0	0	0	0	0	0	0	0	0	0	34	15-24	16
10:00	11	19	3	2	0	0	0	0	0	0	0	0	0	0	35	16-25	22
11:00	18	33	15	3	0	0	0	0	0	0	0	0	0	0	69	16-25	48
12 PM	7	8	10	2	0	0	0	0	0	0	0	0	0	0	27	16-25	18
13:00	1	4	7	3	0	0	0	0	0	0	0	0	0	0	15	16-25	11
14:00	1	4	7	0	0	0	0	0	0	0	0	0	0	0	12	16-25	11
15:00	2	6	3	2	0	0	0	0	0	0	0	0	0	0	13	15-24	9
16:00	2	4	7	0	0	0	1	0	0	0	0	0	0	0	14	16-25	11
17:00	0	4	5	1	0	1	0	0	0	0	0	0	0	0	11	16-25	9
18:00	1	2	1	3	0	0	0	0	0	0	0	0	0	0	7	19-28	4
19:00	0	3	3	0	0	0	0	0	0	0	0	0	0	0	6	16-25	6
20:00	0	1	3	0	0	0	0	0	0	0	0	0	0	0	4	16-25	4
21:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
22:00	0	1	2	0	1	0	0	0	0	0	0	0	0	0	4	16-25	3
23:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
Total	89	132	90	26	2	1	1	0	0	0	0	0	0	0	341		
Percent	26.1%	38.7%	26.4%	7.6%	0.6%	0.3%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	08:00	11:00	11:00	09:00	08:00											11:00	
Volume	31	33	15	5	1											69	
PM Peak	12:00	12:00	12:00	13:00	22:00	17:00	16:00									12:00	
Volume	7	8	10	3	1	1	1									27	

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

Site Code: Edwards St.

Installed: JSO/GAF
Direction 1

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace	
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999				
06/27/05	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1	
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14-23	*	
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14-23	*	
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1	
04:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	21-30	2	
05:00	0	0	5	2	0	0	0	0	0	0	0	0	0	0	7	21-30	7	
06:00	3	5	11	0	0	0	0	0	0	0	0	0	0	0	19	16-25	16	
07:00	1	5	9	2	2	0	0	0	0	0	0	0	0	0	19	16-25	14	
08:00	3	8	17	5	2	0	0	0	0	0	0	0	0	0	35	16-25	25	
09:00	1	7	14	3	0	0	0	0	0	0	0	0	0	0	25	16-25	21	
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16-25	*	
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16-25	*	
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	8	26	58	13	4	0	0	0	0	0	0	0	0	0	109			
Percent	7.3%	23.9%	53.2%	11.9%	3.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
AM Peak	06:00	08:00	08:00	08:00	07:00													
Volume	3	8	17	5	2													08:00
																		35
PM Peak																		
Volume																		
Grand Total	203	745	1092	422	61	6	3	1	0	0	0	0	0	0	2533			
Percent	8.0%	29.4%	43.1%	16.7%	2.4%	0.2%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				

15th Percentile : 17 MPH
 50th Percentile : 22 MPH
85th Percentile : 27 MPH
 95th Percentile : 30 MPH

Statistics

Mean Speed(Average) : 21 MPH
 10 MPH Pace Speed : 16-25 MPH
 Number in Pace : 1837
 Percent in Pace : 72.5%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

Installed: JSO/GAF
Direction 2

Site Code: Edwards St.

Start Time	0 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 9999	Total	Pace Speed	Number in Pace
06/20/05	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	16-25	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	16-25	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	16-25	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	16-25	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	16-25	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	16-25	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	16-25	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	16-25	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	16-25	*
09:00	3	10	8	4	0	0	0	0	0	0	0	0	0	0	25	16-25	18
10:00	0	7	12	2	0	0	0	0	0	0	0	0	0	0	21	16-25	19
11:00	2	6	11	3	0	0	0	0	0	0	0	0	0	0	22	16-25	17
12 PM	1	5	8	3	1	1	0	0	0	0	0	0	0	0	19	16-25	13
13:00	3	8	8	7	0	0	0	0	0	0	0	0	0	0	26	16-25	16
14:00	1	8	6	5	0	0	0	0	0	0	0	0	0	0	20	16-25	14
15:00	1	5	13	8	0	0	0	0	0	0	0	0	0	0	27	21-30	21
16:00	1	10	20	5	0	0	0	0	0	0	0	0	0	0	36	16-25	30
17:00	1	9	17	8	0	0	0	0	0	0	0	0	0	0	35	16-25	26
18:00	0	5	10	4	1	0	0	0	0	0	0	0	0	0	20	16-25	15
19:00	3	4	12	0	1	1	0	0	0	0	0	0	0	0	21	16-25	16
20:00	0	3	6	4	2	0	0	0	0	0	0	0	0	0	15	21-30	10
21:00	0	3	1	0	0	0	0	0	0	0	0	0	0	0	4	14-23	4
22:00	0	1	2	1	0	0	0	0	0	0	0	0	0	0	4	21-30	3
23:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
Total	16	84	135	54	5	2	0	0	0	0	0	0	0	0	296		
Percent	5.4%	28.4%	45.6%	18.2%	1.7%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	09:00	09:00	10:00	09:00											09:00		
Volume	3	10	12	4											25		
PM Peak	13:00	16:00	16:00	15:00	20:00	12:00									16:00		
Volume	3	10	20	8	2	1									36		

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Site Code: Edwards St.

Installed: JSQ/GAF
Direction 2

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/21/05	0	1	1	1	0	0	0	0	0	0	0	0	0	0	3	21-30	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
02:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15-24	*
04:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
05:00	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2	17-26	1
06:00	0	2	6	3	0	0	0	0	0	0	0	0	0	0	11	19-28	9
07:00	1	3	6	3	1	0	0	0	0	0	0	0	0	0	14	16-25	9
08:00	1	4	6	1	1	0	0	0	0	0	0	0	0	0	13	16-25	10
09:00	1	7	12	0	0	0	0	0	0	0	0	0	0	0	20	16-25	19
10:00	1	7	10	2	0	0	0	0	0	0	0	0	0	0	20	16-25	17
11:00	1	8	13	8	0	0	0	0	0	0	0	0	0	0	30	21-30	21
12 PM	2	7	9	8	2	0	0	0	0	0	0	0	0	0	28	21-30	17
13:00	0	2	13	9	1	0	0	0	0	0	0	0	0	0	25	21-30	22
14:00	1	4	13	6	0	0	0	0	0	0	0	0	0	0	24	21-30	19
15:00	0	4	10	10	0	0	0	0	0	0	0	0	0	0	24	21-30	20
16:00	0	5	12	11	0	0	0	0	0	0	0	0	0	0	28	21-30	23
17:00	2	6	17	3	0	0	0	0	0	0	0	0	0	0	28	16-25	23
18:00	1	6	9	5	0	0	0	0	0	0	0	0	0	0	21	16-25	15
19:00	0	3	4	1	0	0	0	0	0	0	0	0	0	0	8	16-25	7
20:00	1	2	4	0	0	0	0	0	0	0	0	0	0	0	7	16-25	6
21:00	1	1	4	1	0	0	0	0	0	0	0	0	0	0	7	16-25	5
22:00	0	0	1	1	0	1	0	0	0	0	0	0	0	0	3	21-30	2
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
Total	13	74	152	74	5	1	0	0	0	0	0	0	0	0	319		
Percent	4.1%	23.2%	47.6%	23.2%	1.6%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	11:00	11:00	11:00	07:00											11:00	
Volume	1	8	13	8	1											30	
PM Peak	12:00	12:00	17:00	16:00	12:00	22:00										12:00	
Volume	2	7	17	11	2	1										28	

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

Installed: JSO/GAF
Direction 2

Site Code: Edwards St.

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	9999	Total	Pace Speed	Number in Pace
06/22/05	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
02:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14-23	*
05:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	*	1
06:00	0	1	3	2	0	0	0	0	0	0	0	0	0	0	0	6	21-30	5
07:00	1	6	4	1	0	0	0	0	0	0	0	0	0	0	0	12	16-25	10
08:00	1	8	5	3	1	0	0	0	0	0	0	0	0	0	0	18	16-25	13
09:00	3	3	6	11	1	0	0	0	0	0	0	0	0	0	0	24	21-30	17
10:00	2	4	9	7	1	0	0	0	0	0	0	0	0	0	0	23	21-30	16
11:00	1	4	14	8	0	0	0	0	0	0	0	0	0	0	0	27	21-30	22
12 PM	0	7	10	5	2	0	0	0	0	0	0	0	0	0	0	24	16-25	17
13:00	4	5	16	5	1	0	0	0	0	0	0	0	0	0	0	31	16-25	21
14:00	0	6	16	5	1	0	0	0	0	0	0	0	0	0	0	28	16-25	22
15:00	1	5	14	11	1	0	0	0	0	0	0	0	0	0	0	32	21-30	25
16:00	0	3	22	10	2	0	0	0	0	0	0	0	0	0	0	37	21-30	32
17:00	1	5	10	5	0	0	0	0	0	0	0	0	0	0	0	21	16-25	15
18:00	0	2	3	4	0	0	0	0	0	0	0	0	0	0	0	9	21-30	7
19:00	0	1	2	2	0	0	0	0	0	0	0	0	0	0	0	5	21-30	4
20:00	0	2	9	2	0	0	0	0	0	0	0	0	0	0	0	13	16-25	11
21:00	1	1	3	1	0	0	0	0	0	0	0	0	0	0	0	6	16-25	4
22:00	0	1	2	1	0	0	0	0	0	0	0	0	0	0	0	4	21-30	3
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
Total	16	64	150	83	10	0	0	0	0	0	0	0	0	0	0	323		
Percent	5.0%	19.8%	46.4%	25.7%	3.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	09:00	08:00	11:00	09:00	08:00												11:00	
Volume	3	8	14	11	1												27	
PM Peak	13:00	12:00	16:00	15:00	12:00												16:00	
Volume	4	7	22	11	2												37	

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

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

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

Installed: JSO/GAF
Direction 2

Site Code: Edwards St.

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/23/05	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
01:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
02:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	21-30	2
03:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9-18	*
05:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
06:00	0	1	3	1	0	0	0	0	0	0	0	0	0	0	5	16-25	4
07:00	1	11	4	2	0	0	0	0	0	0	0	0	0	0	18	16-25	15
08:00	0	3	10	3	0	0	0	0	0	0	0	0	0	0	16	21-30	13
09:00	1	9	4	2	0	0	0	0	0	0	0	0	0	0	16	16-25	13
10:00	0	2	8	7	0	0	0	0	0	0	0	0	0	0	17	21-30	15
11:00	0	1	12	3	1	0	0	0	0	0	0	0	0	0	17	21-30	15
12 PM	0	6	7	5	0	0	0	0	0	0	0	0	0	0	18	16-25	13
13:00	2	8	8	5	1	0	0	0	0	0	0	0	0	0	24	16-25	16
14:00	2	5	10	8	0	0	0	0	0	0	0	0	0	0	25	21-30	18
15:00	1	5	10	6	1	0	0	0	0	0	0	0	0	0	23	19-28	16
16:00	2	6	19	4	0	0	0	0	0	0	0	0	0	0	31	16-25	25
17:00	0	3	8	5	0	0	0	0	0	0	0	0	0	0	16	20-29	13
18:00	1	3	8	0	0	0	0	0	0	0	0	0	0	0	12	16-25	11
19:00	2	5	6	1	0	0	0	0	0	0	0	0	0	0	14	16-25	11
20:00	1	6	7	2	1	0	0	0	0	0	0	0	0	0	17	16-25	13
21:00	0	1	2	0	0	0	0	0	0	0	0	0	0	0	3	16-25	3
22:00	1	2	1	0	0	0	0	0	0	0	0	0	0	0	4	16-25	3
23:00	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2	16-25	2
Total	14	81	129	55	4	0	0	0	0	0	0	0	0	0	283		
Percent	4.9%	28.6%	45.6%	19.4%	1.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	07:00	11:00	10:00	11:00											07:00	
Volume	1	11	12	7	1											18	
PM Peak	13:00	13:00	16:00	14:00	13:00											16:00	
Volume	2	8	19	8	1											31	

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

Installed: JSO/GAF
Direction 2

Site Code: Edwards St.

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/24/05	0	0	4	1	0	0	0	0	0	0	0	0	0	0	5	19-28	5
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19-28	*
02:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	19-28	1
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14-23	*
05:00	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	9-18	1
06:00	0	0	3	1	1	0	0	0	0	0	0	0	0	0	5	19-28	4
07:00	2	3	14	2	0	0	0	0	0	0	0	0	0	0	21	16-25	17
08:00	2	6	2	1	1	0	0	0	0	0	0	0	0	0	12	15-24	8
09:00	1	12	14	3	0	0	0	0	0	0	0	0	0	0	30	16-25	26
10:00	2	12	7	5	0	0	0	0	0	0	0	0	0	0	26	16-25	19
11:00	2	9	9	8	0	0	0	0	0	0	0	0	0	0	28	16-25	18
12 PM	0	9	12	5	3	0	0	0	0	0	0	0	0	0	29	16-25	21
13:00	0	9	10	1	0	0	0	0	0	0	0	0	0	0	20	16-25	19
14:00	1	10	9	7	2	0	0	0	0	0	0	0	0	0	29	16-25	19
15:00	2	4	20	4	2	0	0	0	0	0	0	0	0	0	32	16-25	24
16:00	1	3	9	5	0	0	0	0	0	0	0	0	0	0	18	20-29	14
17:00	0	5	9	2	0	0	0	0	0	0	0	0	0	0	16	16-25	14
18:00	0	5	7	2	0	0	0	0	0	0	0	0	0	0	14	16-25	12
19:00	1	2	9	4	0	0	0	0	0	0	0	0	0	0	16	21-30	13
20:00	0	1	3	4	0	0	0	0	0	0	0	0	0	0	8	21-30	7
21:00	1	1	0	0	1	0	0	0	0	0	0	0	0	0	3	15-24	1
22:00	0	3	1	2	0	0	0	0	0	0	0	0	0	0	6	14-23	4
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14-23	*
Total	15	95	143	58	10	0	0	0	0	0	0	0	0	0	321		
Percent	4.7%	29.6%	44.5%	18.1%	3.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	09:00	07:00	11:00	06:00											09:00	
Volume	2	12	14	8	1										30		
PM Peak	15:00	14:00	15:00	14:00	12:00										15:00		
Volume	2	10	20	7	3										32		

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

Site Code: Edwards St.

Installed: JSO/GAF
Direction 2

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/25/05	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2	17-26	1
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17-26	*
02:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	21-30	2
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
04:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
05:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15-24	*
06:00	1	1	1	4	0	0	0	0	0	0	0	0	0	0	7	21-30	5
07:00	0	8	4	1	0	0	0	0	0	0	0	0	0	0	13	16-25	12
08:00	1	15	5	3	0	0	0	0	0	0	0	0	0	0	24	16-25	20
09:00	1	11	15	5	1	0	0	0	0	0	0	0	0	0	33	16-25	26
10:00	0	16	15	5	0	0	0	0	0	0	0	0	0	0	36	16-25	31
11:00	2	14	15	5	0	0	0	0	0	0	0	0	0	0	36	16-25	29
12 PM	3	11	10	0	0	0	0	0	0	0	0	0	0	0	24	16-25	21
13:00	3	6	12	5	1	1	0	0	0	0	0	0	0	0	28	16-25	18
14:00	1	13	9	3	0	0	0	0	0	0	0	0	0	0	26	16-25	22
15:00	5	10	17	5	0	0	0	0	0	0	0	0	0	0	37	16-25	27
16:00	3	23	12	4	0	0	0	0	0	0	0	0	0	0	42	16-25	35
17:00	1	0	7	3	0	0	0	0	0	0	0	0	0	0	11	21-30	10
18:00	2	4	5	1	0	0	0	0	0	0	0	0	0	0	12	16-25	9
19:00	0	6	2	0	0	0	0	0	0	0	0	0	0	0	8	15-24	8
20:00	2	1	5	0	1	0	0	0	0	0	0	0	0	0	9	16-25	6
21:00	2	3	0	2	0	0	0	0	0	0	0	0	0	0	7	11-20	4
22:00	0	1	1	1	0	0	0	0	0	0	0	0	0	0	3	21-30	2
23:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	21-30	2
Total	27	144	139	50	3	1	0	0	0	0	0	0	0	0	364		
Percent	7.4%	39.6%	38.2%	13.7%	0.8%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	11:00	10:00	09:00	09:00	09:00										10:00		
Volume	2	16	15	5	1										36		
PM Peak	15:00	16:00	15:00	13:00	13:00	13:00									16:00		
Volume	5	23	17	5	1	1									42		

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Date Printed: 05-Jul-05

Project: Edwards (Speed)
Location: St Nicks

Installed: JSO/GAF
Direction 2

Site Code: Edwards St.

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/26/05	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
01:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	24-33	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24-33	*
03:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	14-23	1
04:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	15-24	2
05:00	1	1	2	0	0	0	0	0	0	0	0	0	0	0	4	16-25	3
06:00	0	4	7	0	0	0	0	0	0	0	0	0	0	0	11	16-25	11
07:00	14	37	11	4	0	0	0	0	0	0	0	0	0	0	66	16-25	48
08:00	1	3	4	2	0	0	0	0	0	0	0	0	0	0	10	16-25	7
09:00	11	21	5	3	1	0	0	0	0	0	0	0	0	0	41	15-24	26
10:00	4	14	14	1	0	0	0	0	0	0	0	0	0	0	33	16-25	28
11:00	3	9	8	5	0	0	0	0	0	0	0	0	0	0	25	16-25	17
12 PM	1	2	5	2	0	0	0	0	0	0	0	0	0	0	10	21-30	7
13:00	0	3	8	1	1	0	0	0	0	0	0	0	0	0	13	16-25	11
14:00	1	6	2	0	0	0	0	0	0	0	0	0	0	0	9	15-24	8
15:00	3	5	8	2	0	0	0	0	0	0	0	0	0	0	18	16-25	13
16:00	1	3	6	5	1	0	0	0	0	0	0	0	0	0	16	20-29	11
17:00	1	3	5	1	1	0	0	0	0	0	0	0	0	0	11	16-25	8
18:00	0	1	5	3	0	0	0	0	0	0	0	0	0	0	9	20-29	8
19:00	0	4	9	3	1	0	0	0	0	0	0	0	0	0	17	16-25	13
20:00	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3	16-25	3
21:00	0	0	1	1	0	1	0	0	0	0	0	0	0	0	3	21-30	2
22:00	1	1	1	1	0	0	0	0	0	0	0	0	0	0	4	21-30	2
23:00	0	2	1	0	1	0	0	0	0	0	0	0	0	0	4	16-25	3
Total	42	119	108	34	7	1	0	0	0	0	0	0	0	0	311		
Percent	13.5%	38.3%	34.7%	10.9%	2.3%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	07:00	07:00	10:00	11:00	01:00											07:00	
Volume	14	37	14	5	1											66	
PM Peak	15:00	14:00	19:00	16:00	13:00	21:00										15:00	
Volume	3	6	9	5	1	1										18	

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

Date Printed: 05-Jul-05

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Project: Edwards (Speed)
Location: St Nicks

Site Code: Edwards St.

Installed: JSO/GAF
Direction 2

Start Time	0	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	Pace Speed	Number in Pace
	15	20	25	30	35	40	45	50	55	60	65	70	75	9999			
06/27/05	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2	16-25	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16-25	*
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16-25	*
03:00	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3	21-30	3
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
05:00	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2	*	1
06:00	0	4	2	1	0	0	0	0	0	0	0	0	0	0	7	16-25	6
07:00	1	4	8	0	0	0	0	0	0	0	0	0	0	0	13	16-25	12
08:00	3	4	8	2	0	0	0	0	0	0	0	0	0	0	17	16-25	12
09:00	0	2	3	2	0	0	0	0	0	0	0	0	0	0	7	21-30	5
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21-30	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	5	15	25	6	0	0	0	0	0	0	0	0	0	0	51		
Percent	9.8%	29.4%	49.0%	11.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	08:00	06:00	07:00	08:00												08:00	
Volume	3	4	8	2												17	

PM Peak Volume

Grand Total	148	676	981	414	44	5	0	0	0	0	0	0	0	0	2268		
Percent	6.5%	29.8%	43.3%	18.3%	1.9%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile : 17 MPH
 50th Percentile : 22 MPH
85th Percentile : 27 MPH
 95th Percentile : 30 MPH

Statistics

Mean Speed(Average) : 22 MPH
 10 MPH Pace Speed : 16-25 MPH
 Number in Pace : 1657
 Percent in Pace : 73.1%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

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

Date Printed: 05-Jul-05

Project: S and V analysis edwds street
Location: Across from ST Nicks
Date: 6/20/05

Site Code: Edwards St.

Installed: GAF/JSO

Start Time	20-Jun-05		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB
12:00 AM	*	*	1	3	0	0	0	0	3	5	0	2	0	0	1	2
01:00	*	*	0	0	0	0	0	1	0	0	0	0	0	1	0	0
02:00	*	*	1	2	2	1	1	2	0	1	1	2	0	0	1	1
03:00	*	*	0	0	0	1	0	1	1	1	0	0	0	1	0	1
04:00	*	*	1	1	2	0	3	0	1	0	1	2	1	2	2	1
05:00	*	*	10	2	11	1	9	1	9	1	2	0	1	4	7	2
06:00	*	*	14	11	14	6	14	5	20	5	10	7	3	11	12	8
07:00	*	*	15	14	21	12	25	18	27	21	7	13	18	66	19	24
08:00	*	*	34	13	31	18	21	16	28	12	19	24	64	10	33	16
09:00	23	25	32	20	34	24	29	16	45	30	42	33	34	41	34	27
10:00	20	21	29	20	28	23	22	17	38	26	44	36	35	33	31	25
11:00	29	22	26	30	25	27	34	17	32	28	46	36	69	25	37	26
12:00 PM	36	19	22	28	34	24	20	18	37	29	38	24	27	10	31	22
01:00	35	26	38	25	27	31	21	24	29	20	33	28	15	13	28	24
02:00	29	20	23	24	23	28	20	25	23	29	28	26	12	9	23	23
03:00	26	27	19	24	22	32	23	23	26	32	37	37	13	18	24	28
04:00	27	36	20	28	25	37	25	31	26	18	14	42	14	16	22	30
05:00	22	35	20	28	21	21	22	16	13	16	42	11	11	11	22	20
06:00	15	20	8	21	17	9	16	12	11	14	8	12	7	9	12	14
07:00	11	21	6	8	8	5	8	14	4	16	8	8	6	17	7	13
08:00	7	15	13	7	6	13	7	17	9	8	10	9	4	3	8	10
09:00	3	4	2	7	2	6	6	3	2	3	0	7	1	3	2	5
10:00	2	4	1	3	0	4	1	4	3	6	0	3	4	4	2	4
11:00	0	1	1	0	3	0	0	2	0	0	2	2	2	4	1	1
Lane Day	285	296	336	319	356	323	327	283	387	321	392	364	341	311	359	327
AM Peak	11:00	09:00	08:00	11:00	09:00	11:00	11:00	07:00	09:00	09:00	11:00	10:00	11:00	07:00	11:00	09:00
Volume	29	25	34	30	34	27	34	18	45	30	46	36	69	66	37	27
PM Peak	12:00	16:00	13:00	12:00	12:00	16:00	16:00	16:00	12:00	15:00	17:00	16:00	12:00	15:00	12:00	16:00
Volume	36	36	38	28	34	37	25	31	37	32	42	42	27	18	31	30

CITY OF GIG HARBOR PUBLIC WORKS DEPT.

3510 Grandview Steet
Gig Harbor, WA 98335
(253) 851-6170

Date Printed: 05-Jul-05

Project: S and V analysis edwds street
Location: Across form ST Nicks
Date: 6/20/05
Installed: GAF/JSO

Site Code: Edwards St.

Start Time	27-Jun-05		Tue		Wed		Thu		Fri		Sat		Sun		Week Average	
	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB
12:00 AM	1	2	*	*	*	*	*	*	*	*	*	*	*	*	1	2
01:00	0	0	*	*	*	*	*	*	*	*	*	*	*	*	0	0
02:00	0	0	*	*	*	*	*	*	*	*	*	*	*	*	0	0
03:00	1	3	*	*	*	*	*	*	*	*	*	*	*	*	1	3
04:00	2	0	*	*	*	*	*	*	*	*	*	*	*	*	2	0
05:00	7	2	*	*	*	*	*	*	*	*	*	*	*	*	7	2
06:00	19	7	*	*	*	*	*	*	*	*	*	*	*	*	19	7
07:00	19	13	*	*	*	*	*	*	*	*	*	*	*	*	19	13
08:00	35	17	*	*	*	*	*	*	*	*	*	*	*	*	35	17
09:00	25	7	*	*	*	*	*	*	*	*	*	*	*	*	25	7
10:00	0	0	*	*	*	*	*	*	*	*	*	*	*	*	0	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Lane Day	109	51	0	0	0	0	0	0	0	0	0	0	0	0	109	51
AM Peak	08:00	08:00													08:00	08:00
Volume	35	17													35	17
PM Peak																
Volume																
Comb. Total	741		655		679		610		708		756		652		846	
ADT	ADT 674		AADT 674													



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DRAFT RFP FOR THE BUILDING SIZE CHARRETTE
DATE: JULY 11, 2005

BACKGROUND

A budgeted objective for 2005 calls for conducting a building size "charrette" to address the scale and nature of buildings that appropriately reflect the character of existing development in the view basin. A budget of \$50,000.00 was set for professional services related to completing this objective.

Attached for your consideration is a draft 'Request for Proposals' for such a charrette. The members of the Community Development Committee were given the opportunity to review and comment on the draft before you.

RECOMMENDATION

Council concurrence with the draft Request for Proposals for the Building Size Charrette is requested.

**City of Gig Harbor
Request For Proposals (RFP)
Professional Consultant Services
Building Size Charrette
July xx, 2005**

The City of Gig Harbor is requesting proposals for professional consultant services for the purposes of conducting a "charrette" to address the scale and nature of buildings that appropriately reflect the character of existing development in the view basin. The City has been studying this issue since late 2001. The City Planning Commission undertook a review of this issue and made recommendation to the City Council in April 2002. An analysis of building sizes and building size regulations was commissioned in August 2003 and completed in January 2004. The City Council has deliberated this issue at length during a number of work-study sessions and public hearings. The City Council recently imposed building size limitations in the waterfront view corridor.

Interested persons may submit proposals to the City of Gig Harbor Community Development Department. **Proposals will be accepted until 4:30 P.M., xx, xx, 2005.** Please submit proposals to:

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

Fax submittals will not be accepted. The City of Gig Harbor is an EOE.



POLICE

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: GHPD MONTHLY REPORT FOR JUNE 2005
DATE: JULY 11th, 2005

DEPARTMENTAL ACTIVITIES

Year to date (YTD) 2004 activity statistics compared to YTD 2005 activity statistics show calls for service in 2005 have continued to decrease. June YTD totals show we have 255 fewer calls for service this year when compared to 2004. (2004/2653, 2005/2398), yet we have seen an YTD increase of 243 reports written in 2005 (2004/651, 2005/894).

June YTD DUI arrests in 2005 are up by 15 (2004/23, 2005/38) and June YTD infractions in 2005 are up by 107 (2004/547, 2005/654). Our officers have made the enforcement of DUI a real priority this year. Another area where our officers are increasing their efforts is with Field Interview Reports (FIRs). This is a report taken of a suspicious person or circumstance usually during the early morning hours. By putting this information into the computer system, we can then go back and determine if anybody was present in the area where several crimes were committed. This is especially valuable when investigating car prowls and malicious mischief incidents. YTD 2005 we have had 12 FIRs completed, where last year this same time we had zero.

Our collector of statistics for traffic accidents has been gone on vacation for a couple of weeks, so I will forward the locations of these accidents with our next report. During the month of June we investigated 12 traffic accidents, one being a very serious motorcycle/car collision on Pt. Fosdick. Traffic accidents YTD June 2005 are down by 25 accidents when compared to the same YTD June period in 2004 (2004/121, 2005/96). During a recent presentation recently, a citizen asked what proportion of our accidents involved teenagers. We do not track the accidents by age category, but will in the future.

Attached you will find several graphs that track selected 2004 and 2005 monthly statistics. I have updated the graphs for June so you can visually evaluate and track our monthly activity trends (remember the graphs contain cumulative numbers).

The Reserve Unit supplied 98.5 hours of volunteer time assisting our officers in June.

The Marine Services Unit (MSU) assisted Tacoma Police Department with the Tall Ships Celebration-- contributing about 45 hours of marine patrol time.

Some of the more interesting calls for the month of June 2005 included:

- June 3rd: Officers Dahm and Welch arrested a 57-year old male for Assault 4th Degree Domestic Violence. Over a period of about one week, this subject kicked his 50-year old wife several times in the back and placed her arm on a stove burner. Officers Dahm and Welch responded to a local apartment on a complaint from a neighbor of a disturbance in progress. Upon arrival they discovered the injuries to the wife. Case # 050717
- June 6th: Officer Welch arrested a male subject on an outstanding DOC felony warrant for escape. The male subject approached Officer Welch in a local parking lot and asked for a ride to the nearest bus stop. When Officer Welch checked the subject's ID, the warrant was revealed. Case # 050718
- June 6th: Officers Welch and Dahm arrested a 34-year old male for Possession of Pseudophedrine w/Intent and UPCS. The suspect had stolen several boxes of Sudafed from a local department store and was stopped by officers while attempting to exit the parking lot. During a search incident to arrest, a small amount of meth was discovered in the suspect's backpack. Case # 050724
- June 8th: Officer Cabacungan investigated an assault in which a 14-year old male touched a 14-year old female's private parts while at a local school. The 14-year old male admitted the offense and was released to his parents. The report has been forwarded to Remann Hall for possible charges. Case # 050731
- June 12th: Officer Douglas arrested a 15-year old male for Theft 3rd Degree. The suspect stole two pairs of shoes from a local store. He was caught by an employee after leaving the business. Upon being questioned by Officer Douglas, the suspect then attempted to provide false identification. Case # 050740
- June 14th: Officers Garcia and Dahm arrested a 22-year old male for Assault 4th Degree Domestic Violence. The suspect assaulted his sister at a rental home on Lewis Street. He was stopped in his vehicle after exiting the residence. During a search of the vehicle incident to arrest, the officers located \$1538.00 in cash on the suspect's person and vehicle. Also located in the vehicle were small amounts of marijuana scattered throughout the vehicle. During a post arrest interview, the suspect admitted to selling drugs in the past. The cash was seized for possible drug forfeiture. Case # 050749
- June 14th: Officer Allen arrested two 17-year old male Gig Harbor High School (GHHS) students for minor in possession of intoxicating liquor (MIP). The students were attending the annual senior girl's night out at the high school. They, along with another male student were shooting paint balls into the crowd when spotted by Officer Allen. Case # 050750
- June 15th: Officer Welch arrested a 17-year old male student at GHHS for MIP. This student had gone to school intoxicated after attending the senior girl's out

event the night before. When arrested, the student had several dozen boxes of eggs and bottles of alcohol in the trunk of his vehicle. Case # 050753

- June 15th: Officers Douglas and Welch performed an involuntary commit on a 25-year old male. The subject had cut his wrists and was uncooperative with officers. The subject was also a registered sex offender that failed to notify the court of his change of address. Charges have been referred to the prosecutor's office. Case # 050754
- June 15th: A 26-year old male was seriously injured in a car vs. motorcycle collision. Drivers of both units were cited. Case # 050757
- June 15th: Officer Busey arrested a 36-year old male for physical control. The subject fell asleep at the gas pump of a local gas station at 7:20 AM and sat at the pump for approximately 30 minutes before being awakened by officers. Case # 050759
- June 19th: A 26-year old male was arrested by Officer Douglas for three active warrants; UPCS (meth), UPCS (marijuana) and possession of drug paraphernalia. Officer Douglas stopped the suspect for a speeding violation and discovered the warrants while checking driving status. The drugs and paraphernalia were discovered during a search of the vehicle incident to arrest. Case # 050770
- June 20th: Officer Busey arrested a 14-year old male student at a local school for possession of 1 gram of marijuana. The student had brought the marijuana to school. Case # 050775
- June 21st: Sgt. Emmett and Officers Dahm, Garcia and Welch were dispatched to a possible suicidal male at his residence on 28th Avenue. The caller believed that a 56-year old male had shot himself with one of several firearms in the residence. Sgt. Emmett contacted the subject by phone prior to their arrival and had him meet them in the driveway unarmed. The male is an alcoholic Vietnam veteran with a history of violence. The subject was cooperative with the officers and said that he may have led the caller to believe that he was suicidal, which he was not. The house was checked for weapons and the subject was left with a friend. Case # 050780
- June 21st: Officers Garcia and Dahm responded to a welfare check on a 49-year old female. The female called 9-1-1 and said that she wanted the police to arrest President George Bush on charges of crimes against humanity. When officers arrived to check her welfare, they saw the female caller and her 38-year old boyfriend sitting on the couch smoking marijuana. Instead of arresting the President, officers arrested both suspects for UPCS and drug paraphernalia. Case # 050781

- June 28th: Officer Welch arrested a 46-year old male on a Kitsap County warrant. The subject was the driver of a suspicious vehicle parked in a business parking lot in the middle of the night. Case # 050795
- June 28th: A 46-year old female reported that she was raped in the grassy area along the side of a local tavern on Pt. Fosdick Drive. The alleged rape occurred at approximately 2:30 AM. A 46-year old male was arrested at the scene by Officer Welch and booked on the rape charge and a GHMC warrant. The case is currently under investigation by Detective Entze. Case # 050796
- June 28th: A 31-year old male was riding a bicycle on the sidewalk down the hill on Stinson at a high speed and hit a low spot at the sewer grate causing him to fly over the handlebars and crash. The male was transported to the hospital by PC Fire with non-life threatening injuries. Case # 050798
- June 28th: Sgt Emmett arrested a 15-year old male and a 16-year old male for possession of marijuana under 40 grams and drug paraphernalia. The two teenagers were found smoking marijuana in the parking lot of the Gig Harbor Cinema when contacted by Sgt. Emmett. Case # 050799
- July 1st: Officer Cabacungan arrested a 44-year old female for DUI. The suspect had been drinking on a boat at a local marina and attempted to back her vehicle out of a parking space at the marina striking another parked auto. She said that she was just backing the vehicle out of the space and was then going to have her mother drive because she was too drunk. The female blew BAC readings of .217 and .229.
- July 3rd: Sgt. Emmett was working MSU when he was advised that a boat anchored on the east side of the harbor was being prowled. The boat is owned by a subject who is currently in jail. Sgt. Emmett made contact with the subject on the boat. The subject said that he was in jail with the owner of the boat and was asked to check on the boat. Sgt. Emmett was unable to verify the story, so the subject was FIR'ed and transported back to the shore. Later in the day, the subject was again found on the boat and arrested by a PCSO Deputy and Officer Fred Douglas. The deputy was able to contact the owner of the boat who reported that nobody had permission to be on the boat. Case # 050815

TRAVEL/TRAINING

- On June 10th Officers Dahm and Busey attended Investigation of Lethal Force Encounters training
- On June 23rd and 24th, most of the GHPD officers received Problem-oriented Policing (POP) training
- Officer Cabacungan and Reserve Officer Langhelm received police bicycle training
- Lt. Colberg and Chief Davis attended the AWC sponsored training at the Civic Center covering employee law updates on the 28th

- Officer Douglas and Alfen are scheduled to attend police motorcycle training with the Seattle Police Department from July 11th through the 22nd.

SPECIAL PROJECTS

We have received the portable speed trailer. As soon as we receive initial training we will be deploying this device throughout the city to educate drivers on local speed zones and to respond to complaints from the community on speeders.

We received the new police motorcycle this past month. The officers selected to be police motorcycle operators are Fred Douglas and Mike Allen.

Chief Davis, Lt. Colberg, Officer Dan Welch and Fire Marshal Bower met with representatives from the Peninsula School District and the Washington Association of Sheriff's and Police Chiefs to map out all our local schools in preparation for any critical incidents. This was a table-top exercise designed to lay out a tactical plan for future reference.

PUBLIC CONCERNS

On June 16th our department sponsored a liquor control compliance seminar at the Civic Center. Approximately 30 representatives from local restaurants and bars attended. This was a great opportunity to have liquor control agents update all local employees on the latest laws governing the service of alcohol.

FIELD CONTACTS

Staff made the following contacts in the community:

- CSO Lynn Mock graduated from the Reserve Academy sponsored by the Fife Police Department on the 18th. Lt. Colberg and PSS Marline McClane attended.
- Sgt. Dougil and CSO Mock presented a PowerPoint presentation to 18 property managers at Harbor West Apartments on meth
- CSO Mock met with representatives from CenturyTel and Harbor Net to discuss the Internet Safety and ID Theft Project

Chief Davis made the following community contacts:

- Met with Dennis Taylor from Safe Streets to discuss what can be done to address local stores selling pipes and bongs commonly used to smoke illegal drugs
- June 15th attended the Tacoma/Pierce County DUI Task Force meeting
- June 16th attended the Pierce County Sheriff's and Chief's meeting
- Gave a presentation to the Chamber Public Forum on the 23rd
- Attended CSO Mock's graduation ceremony from the reserve academy
- Met with Dan Nolta and discussed our Chaplain's Program
- Attended the reception and awards ceremony at CenturyTel on the 28th to kick-off the summer concert series

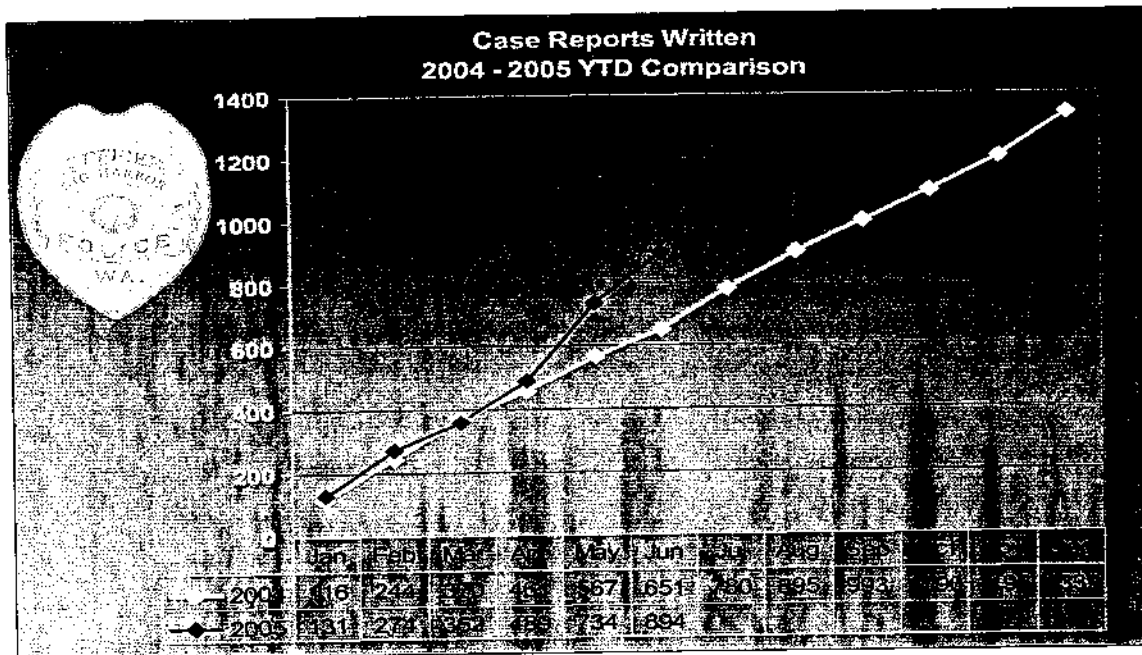
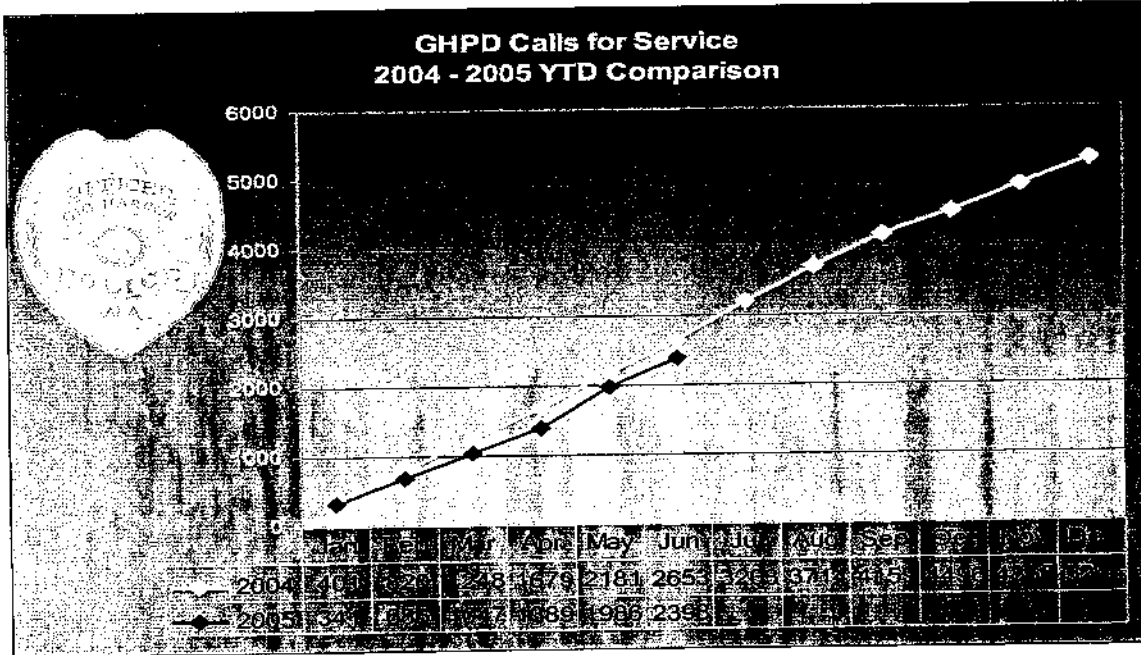
OTHER COMMENTS

The department is fully -staffed

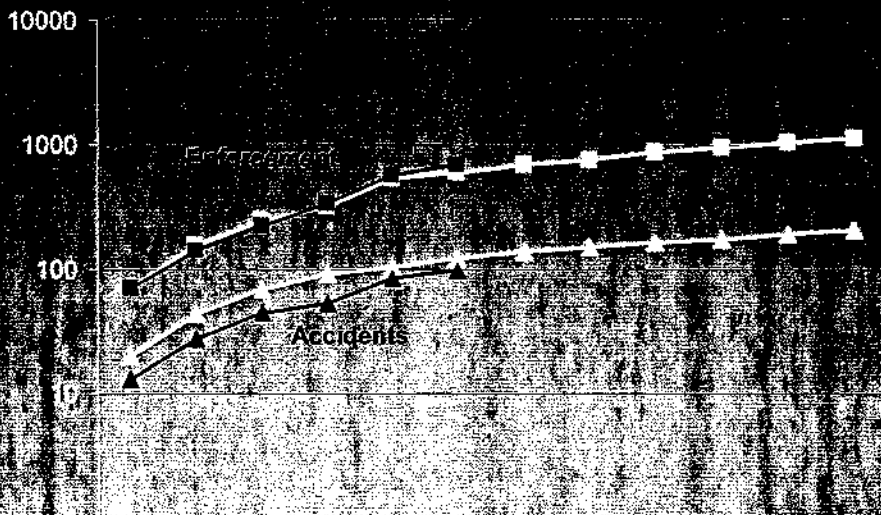


POLICE

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS *MD*
SUBJECT: JUNE MONTHLY ACTIVITY GRAPHS
DATE: JULY 11, 2005

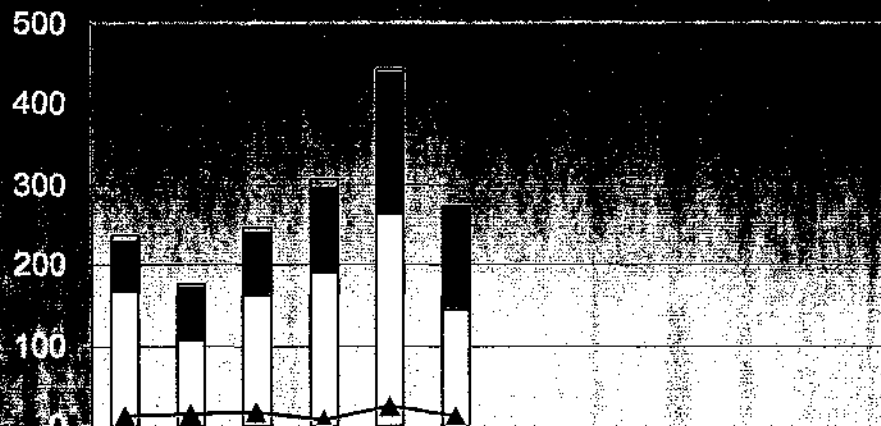


Trends: Traffic Enforcements vs. Accidents 2004 - 2005 YTD Comparison



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2004 Infractions - Citations	70	150	241	313	525	599	681	755	865	944	1015	
2005 Infractions - Citations	71	140	223	375	568	696						
2004 Reportable Accidents	20	33	58	91	103	121	137	150	184	175	191	221
2005 Reportable Accidents	19	24	45	53	84	96						

2005 Traffic Enforcement vs. Accidents Comparison



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Criminal Traffic Citation	0	0	7	0	0	0	0	0	0	0	0	0
Infractions	0	0	76	102	174	123	0	0	0	0	0	0
Verbal Warnings	66	101	163	182	264	145	0	0	0	0	0	0
Accidents	20	33	58	91	103	121	137	150	184	175	191	221



Category	June 2005					
	June 2004	June 2005	Change	YTD 2004	YTD 2005	Change
Calls for Service	472	412	-60	2653	2398	-255
General Reports	84	145	61	651	894	243
Criminal Traffic	2	0	-2	52	42	-10
Infractions	72	128	56	547	654	107
Warrant Arrests	6	9	3	48	55	7
Traffic Reports	18	12	-6	121	96	-25
DUI Arrests	2	4	2	23	38	15
Misdemeanor Arrests	12	29	17	144	191	47
Felony Arrests	10	16	6	85	74	-11
FIR's	0	3	3	0	12	12



TO; CITY COUNCIL
FROM: MAYOR GRETCHEN A. WILBERT
SUBJECT: MAYOR'S REPORT
VISION FOR MOVING FORWARD
DATE: JULY 11, 2005

gw

The election season is upon us. I'm delighted so many citizens are stepping forward with an interest in serving the community within our system of government. This is the time to listen to their interests and concerns.

Four City Council members and the Mayor will have the opportunity to seek re-election or step aside to open the arena for candidates willing to take leadership.

The previous three Mayor's Reports itemized our accomplishments in the past and a myriad of possible projects for the future. Please take a second look at the suggestions for a *Livable Community* in the June 27, 2005, Mayor's Report. Would any of those community interests score a high priority in your vision for the future of Gig Harbor?

During the next two weeks I anticipate reading about the interests of all potential candidates for Council and Mayor as press interviews begin.

Mally

Good Evening Madam Mayor and members of the Council

I am here this evening in support of the charrette; however, I would like council to clarify the purpose of the charrette. During the June 21st, 2004, Building Size Analysis Work session, citizens spoke of needing an urban design study that would take scale; massing and view into consideration and that would look at the entire basin as well as the other parts of the town with an eye to the future. The concept of the charrette was a result of the public requesting that they be allowed to participate in determining that "vision" for Gig Harbor. At the end of the meeting the Council's directive was for "staff to explore setting up the charrette process to broaden the study into a visioning process."

During the remainder of that meeting and in meeting that followed this visioning process was referred to time and again. Yet when the process was included in the budget for 2005 it was listed as the "Building Size Charrette". I do not believe that limiting the charrette in this manner was the desire of either the citizens or of the council.

In the year that has passed since that directive was given to the staff a tremendous amount of progress has been made on the issues of zoning and building size limitations but without a vision of where we want to be in five, ten or fifteen years, we have only done half the job.

All of the steps forward will be for nothing if we fail to protect the quality of life we currently enjoy because we did not finish what we started. Therefore, let's move forward with the "Visioning Charrette".

Jeanne Dereby

**GIG HARBOR CITY COUNCIL
BUILDING SIZE ANALYSIS WORKSESSION
June 21, 2004 6:00 p.m. – Civic Center Community Rooms**

PRESENT:

Councilmembers: Derek Young, Paul Conan, Jim Franich, Bob Dick, John Picinich, and Frank Ruffo. Mayor Wilbert presided over the meeting. Councilmember Ekberg arrived later in the meeting.

Staff: Mark Hoppen, John Vodopich, Steve Osguthorpe, Maureen Whitaker and Molly Towslee.

Mayor Wilbert opened the worksession at 6:08 and thanked every one for coming. John Vodopich, Community Development Director, explained that this session was to address building size limitations in the Waterfront Residential, Waterfront Millville, and Waterfront Commercial zones. He summarized the recommendations on the comparison chart and other handouts prepared for the meeting. The Mayor then began calling on members of the audience to speak.

Jim Pasin. Mr. Pasin requested clarification of boundary lines for the waterfront commercial and waterfront Millville zones. Steve Osguthorpe responded and identified the waterfront commercial zone begins at the old Wild Birds lot and follows around the bend. The division of the two districts lies at the end of Rosedale Street at Jerisich Dock.

David Boe. Mr. Boe spoke about his experience as an architect working on projects in Gig Harbor. He stated that the real issue was not a question of size but a question of character, scale, and view in connection to the water. He said that this is mainly an urban design issue. He suggested that the city have an urban design study done that takes scale and view into consideration of Harborview Drive, the basin and what it should be from the stand point of view corridors as well as the massing of buildings and lots. Mr. Boe said that as an architect, this was not about setting limitations but the consideration should be about urban design and a vision of what the waterfront should be. He said that he felt that this was what was missing in many of the discussions over the past two and a half years. He spoke of the Russell Building as a huge, modern building in comparison to the small buildings that are across the street. He stated that it has nothing to do with the building itself, because it has good scale, but it is the broad gesture that seems so alien because of the scale of the site. Mr. Boe summarized that the logical conclusion because of property values, that 3500 of gross sq. ft. for a building will create a cost per square foot price that will be so high that from a retail standpoint it will cost \$30-35 a sq. ft. to occupy the buildings which will be unaffordable for most merchants.

Councilmember Dick asked about the existing regulations pertaining to set backs on each of the zones. Mr. Vodopich responded by identifying the set backs in each zone, as identified on the hand out. Mr. Osguthorpe discussed that in the Historic District that

set back is determined by the lot width, which is considered a sliding scale set back. There was further discussion regarding the height in the three zones. Mr. Osguthorpe stated that a flat roof building is the same as identified in the zoning code, which is sixteen feet. A pitched roof building can be eighteen feet but with a minimum roof pitch of 6-12 with the ridge line perpendicular to the view.

Councilmember Dick inquired about the state Shoreline Act and the required set back. Mr. Osguthorpe responded that the only limitation is whether a structure can be built over the water. Each zone specifies what uses are allowed, if it is a permitted use a conditional use as identified in the zoning code. Further permitted requirements were discussed.

Councilmember Franich asked about impervious coverage in relation to buildings that are built over the water. Mr. Osguthorpe said that tidelands may be counted towards the impervious coverage requirements. Over the water commercial structures are discouraged, they must go through the conditional use process, and must be a water-related use, as well as owning the tidelands for this requirement to be met.

Jake Bujacich. Mr. Bujacich said that he was concerned with density and side yards in relation to preserving view. He discussed that there were no restrictions in regards to trees, which could be planted as a wall, which can destroy the view. Mr. Osguthorpe responded to the additional height allowance in the Waterfront Millville section of the code is inconsistent with the Design Manual and is trumped by the Design Manual. Mr. Osguthorpe said that as part of the Design Manual update, the zoning code will be reviewed to eliminate these inconsistencies. This section in the Waterfront Millville will be eliminated so that the 8-ft. provision will no longer be applicable.

Kit Kuhn. Mr. Kuhn asked for clarification on what is considered finished grade. Mr. Osguthorpe stated that the requirement is 27 feet above finished grade, and with the proposed changes to the Design Manual, the outcome will be 27 feet above both finished and natural grade.

Joel Wingard. Mr. Wingard represented Peninsula Neighborhood Association (PNA). He said that PNA had sent out an alert about this meeting to their membership and submitted some copies of their responses. He stressed the importance for access to the bay both visually and publicly. He pointed out that on the east side of the bay are mainly large, trophy homes thus creating less and less opportunity for access to the bay.

Dee Dee Babich. Ms. Babich said that she lived behind the big building (BDR building) and passed around pictures for Council of the trees at this building, showing the plantings of the Douglas fir. She stressed the importance of regulations for landscaping as these newly planted firs will someday block the view to the bay. Steve Osguthorpe stated that the trees that were planted were a condition of approval by the Hearing Examiner. Mayor Wilbert asked how we can put together something that will help maintain the views. Mr. Bujacich stated that there used to be an ordinance that

restricted the height of trees, and later the ordinance was changed. Mr. Bujacich strongly stressed that the city put together a requirement that will restrict tree height in the view corridor. Mayor Wilbert said that a View Retention Policy was discussed a few years ago and maybe we should bring this forward for new plantings that tries to maintain the native forest, take down the rotten trees and as we plant new vegetation, it will help keep the view corridors open.

Debra Nozawa. Ms. Nozawa said that she is the owner/operator of the Isamira Café in the old Poisidon location in Waterfront Millville. She said that she wanted to speak to growth and the restriction on the backside of her property and not the front. She spoke about the signage limitation of 6 feet and her neighbor that had a hedge that was over 6 feet tall. She stated that she went to the city and found that there was no restriction on hedges in the front yard, which blocks her signage currently. She spoke to the restrictions in her zone and stated that she would like to be open for two hours longer each day and would like to sell wine, which is prohibited in this zone.

Roseanne Sachson. Ms. Sachson said that after the last meeting she had emailed Mr. Vodopich twelve different sites around the United States and Canada that look similar to Gig Harbor and suggested that we ask them for all of their design review for both commercial and residential. She requested that the city put this information in a synopsis for the City Council and Mayor to see what other small towns with all of the same issues have dealt with which could be most helpful in assisting in the revision to the Design Manual. Ms. Sachson read an article from the New York Times regarding stricter size limits for single-family homes in Beverly Hills with increased set backs to keep newer homes from overwhelming their neighborhoods. Ms. Sachson also suggested that we have a community workshop like the one Mr. Boe suggested. She said that Beverly Hills has enacted a new style catalog and an incentive reward catalog that provides builder/developer incentives. Ms. Sachson also spoke about the bandstand in Steilacoom that was built whereby the top is removable and can be used when needed.

Diane Hunter. Ms. Hunter read an article in the Peninsula Gateway by Jane Shaw Carlson whom is very unhappy with the character of the town changing and felt that because she was unable to come and speak at these public meetings should not mean that she should not have a voice.

Chuck Hunter. Mr. Hunter expressed his concern about the proposed zoning changes that were included in the building size ordinance. He stated that he thought it was a devious thing to do. He asked the Council that before any zoning changes occurred to look at the Comprehensive Plan and Shoreline Plan for Gig Harbor and get an impartial party to review them. He stated that he would even pay half the fee if that is what it takes. He further stated that the Perteet study only made one reference in the final conclusions to any zoning change. Mr. Hunter discussed the Eddon Boat Company property that is proposed to be changed to Waterfront Millville and his concerns that this is the last stand of the fishing industry in Gig Harbor. He said that if big homes are built there, those residents will be just like the people across Harborview who will not want

any boating activity in front of their homes, with the fishermen starting early in the morning with the boats coming and going. He said that in five years we will be listening to those residents saying we need to get rid of the fishermen. He stated that the City Council can make rules that a restaurant or tavern cannot go in this location. He further stated that if the belief is that Waterfront Commercial and Waterfront Millville are the same thing then let the houses be built in the Waterfront Commercial zone and the fishing community is protected. Mr. Hunter stated that he is against rezoning this area. Mr. Hunter also brought up the issue about the trees, whereby the houses that want to go in at the Edden Boat Company location, most likely will plant trees to block out traffic noise. He went on to state that he believed that the Design Manual still allowed a green belt to delineate from one zone to another using the example of the Lungeon Building on Harborview Drive who have planted trees that in a few years will obscure the view and suggested the Council look carefully at the zoning around the Edden Boat Company. Councilmember Franich asked Mr. Hunter if what he said was it would be a good idea to not allow residential homes in the Waterfront Commercial area. Mr. Hunter said that the property owner takes a chance living in the WC zone and probably will not like the commercial daily activities that could be going on around him. Councilmember Ruffo read the Waterfront Millville Gig Harbor City Code. There was further discussion regarding the proposed joining changes. Councilmember Franich stated that he was in favor of the zoning change because it is more conducive to residential. Councilmember Young asked if removing the retail aspect the part that is against the Comprehensive Plan and Shoreline Management. Lita Dawn Stanton responded saying that planners are working on integrating edges of towns and how historically towns have evolved. Ms. Stanton gave the example of Susanne's Bakery that promotes pedestrian activity. Ms. Stanton suggested leaving the waterfront alone. She agreed with Mr. Boe regarding getting the community involved.

Mr. Hoppen spoke about the technical relationship between the zones. He also addressed the zoning inconsistencies.

Kit Kuhn spoke about the character issues and the need for an in-house workshop before any decisions are made. He also spoke about the restrictions to business owners and the tree height issue. Mr. Kuhn disagreed with the zoning revision. Councilmember Ruffo pointed out that the only difference in the proposed zoning revision is that it prohibits the use of restaurants, taverns and bars. Mr. Ruffo stated that besides the tree issue, he had not heard anything at this meeting that related to building size.

John Moist. Mr. Moist identified himself as living in the Waterfront Millville and discussed the noise issue and the lack of parking that contributes to a lot of late night pedestrian traffic. He was in not favor of zoning restrictions for restaurants and supported the beer and alcohol permit for the Isamira establishment.

Lita Dawn Stanton. Ms. Stanton said that her understanding of the zoning change from WC to WM came about as a result of an application for four homes in that area. She asked for clarification on the difference between the application process for the WC and

by Christopher Alexander. She said that she likes to come to town and have access to the water.

Bruce Gair. Mr. Gair agreed with the comments about trees blocking views. He stressed that this is not an urban forest, and warned everyone that there is a section addressing trees in the new Design Manual requirement replacement of trees with a 3 to 1 formula. He urged citizens to come to the public hearing. Mr. Gair then asked Council to seriously consider having the Historical Society move down to the corner where the Eddon Boat Building is located.

Mayor Wilbert agreed with the recommendation, as did many others. This idea gained a round of applause.

Lee Desca. Ms. Desca recommended a gentleman named Nory Winters from Boulder, Colorado to facilitate the charrettes. She gave a brief overview of his qualifications. She asked Council not to move ahead, but to create a way to have dialogue to reach consensus.

Councilmember Dick asked if interim limitations are required until the broader vision could be accomplished. Ms. Desca recommended nothing for the interim. She said that she recommends scale, and size and design guidelines, not a building that is approved administratively and makes people unhappy. She said Council could put a moratorium on new construction permits in the sensitive areas until the process is complete.

Jack Bujacich clarified that there are not four houses, but seven proposed in the Millville area in question. He said that the best thing Council could do is to move the Historical Society downtown. Councilmember Young asked if the citizens would vote for a bond. There was an overwhelming positive response to this question.

Carol Davis. Ms. Davis said that the 3500 s.f. restriction is adequate for all districts along the waterfront, and suggested that a 2400 s.f. restriction be placed on residential along the water to preserve the character of the city. The scale of the original homes along Harborview is more like 24' along the street and 24 x 36 feet deep. On two levels, that results in a maximum 2000 s.f. house. A 2400 s.f. limitation would help to keep the size, scale and history of the city.

Councilmember Franich asked if lot size should have any consideration in the calculation. David Bowe clarified that you could have multiple structures of that size which would have the same result as a larger building.

Bill Fogerty. Mr. Fogerty explained that he attended the Downtown Revitalization conference. He said to look at the Harbor Inn Restaurant as a good example for size and scale. He recommended utilizing commercial on the ground level and apartments or condominiums on the top like is being done in the Proctor area. He said that this would help to retain the quaint downtown. He suggested that we look at what is being done in other communities.

Heidi Henson. Ms. Henson stressed that waterfront access for the public is an important issue. She requested that this consideration be built in to any recommendations. Councilmembers pointed out the recent purchase of the Skansie Brothers Park as an example of the city trying to preserve public access to the waterfront.

Dave Folsom. Mr. Folsom said that what the people are trying to do is to identify what we need to save before it is gone. Waterfront access is key. He mentioned Rockport, Massachusetts as a place that has big buildings, but they also have plenty of places to walk around behind the buildings and along the water. If something can be done to add these ideas to the Comprehensive Plan, then those things that are valuable will be protected.

Rosanne Sachson asked about the status of the property where the seven homes are proposed. Mark Hoppen explained that there is an application pending, which makes it difficult to discuss. He gave a history of the properties and how it has led to the recommendation for a rezone. He stressed that houses are permitted in any zone. He then said that it is an interesting concept if the citizens are willing to bond for the property to relocate the historical society to that spot. He said that the owners would have to be willing to sell.

Mr. Bujacich explained that the original use of the property was the Anderson Boatyard before the Hoppens purchased the site. He said that there is plenty of historical value and the city would have the power to condemn the property and to look into a bond.

MOTION: Move we accept the recommendation as is, with all uses limited to 3500 s.f. to bring back to Council at a future date for more work, and staff explore setting up the charrette process to broaden the study into a visioning process. Further, to direct staff to draft a proposed building moratorium in the height restriction overlay area.
Young / Picinich –

Councilmember Dick asked for clarification on whether this motion included the rezone consideration. Councilmember Young said that he left it out as it should be discussed in a visioning workshop along with building size. He said that he envisioned a series of stations where someone could see how buildings and views would appear with a different set of criteria. He said that he would like to see a more "hands-on" approach to the public input. What has come across is what people do not want, but what isn't apparent is what they do want. The question is how to get there. The visioning process would help to obtain the desired design elements.

Councilmember Franich said that he was disgusted that the city spent the money on the consultant, who was supposed to do the visioning and gain community input. After a year's worth of work, the people do not like the results. He agreed that more sessions are required, but he disagreed with hiring another consultant.

Councilmember Young explained that the concept of a facilitator to help the city move through the process and to stay on task.

MOTION: Call for the question on the original motion.
Picinich – Councilmembers Conan, Picinich and Ruffo voted yes.
Councilmember Young and Dick voted no.

Councilmember Young stated that he would like to hear what Councilmember Dick had to say about zoning.

MOTION TO RECONSIDER: Move to reconsider the call for the question.
Dick / Ruffo – unanimously approved.

Councilmember Dick said that he was against considering the zoning as part of the discussion. He said that he would like to eliminate the zoning change from the original motion. Councilmember Ruffo agreed that this needs to be considered separately. Young clarified that it was not a part of his motion to bring back an ordinance for consideration by Council.

ORIGINAL MOTION: Move we accept the recommendation as is, with all uses limited to 3500 s.f. to bring back to Council at a future date for more work, and staff explore setting up the charter process to broaden the study into a visioning process. Further, to direct staff to draft a proposed building moratorium in the height restriction overlay area.
Young / Picinich – unanimously approved.

Councilmember Franich then made the following motion.

MOTION: Move that in conjunction with the charrettes, to come back with an ordinance to include the change to the four parcels from WC to WM for Council to consider.
Franich /

No second came forward and the amendment to the motion failed.

Councilmember Ruffo made the following motion:

MOTION: To postpone or cancel the next two worksessions to allow the visioning process to take place.
Ruffo / Young – Councilmembers Ruffo, Young, Dick and Conan voted yes. Councilmembers Franich and Picinich voted no.

John Vodopich clarified that the intent of the motion was for the July 6th and July 19th worksessions were postponed indefinitely until a recommendation could come forward from the visioning process. Councilmember Ruffo concurred.

Councilmember Picinich said that because the worksessions had been advertised, and that people may have not had an opportunity to give testimony as they were waiting for the two remaining worksessions, and that Council should continue with these meetings. There was discussion on the value of continuing the scheduled worksessions.

MOTION TO RECONSIDER: Move to reconsider the amendment to the original motion to cancel the remaining worksessions.
Dick / Picinich – Councilmembers Young, Franich, Dick and Picinich voted in favor. Councilmembers Ruffo and Conan voted no. The motion carried.

MOTION: Move to continue with the remaining two worksessions.
Picinich / Young –

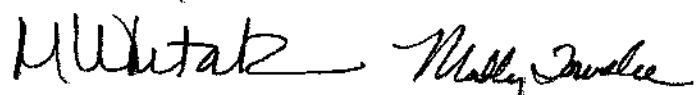
Councilmember Conan said that he valued public input, but in this case, it seems to be redundant as the same issues keep coming forward. He said that he is looking forward to the visioning time which will address these issues. Councilmember Ruffo spoke in favor of an expert facilitator to assist in the process. He said that he didn't see the benefit in continuing the process without a facilitator.

MOTION: Move to continue with the remaining two worksessions.
Picinich / Young – Councilmembers Young, Franich, Dick and Picinich voted in favor. Councilmembers Ruffo and Conan voted no.

Councilmember Young stressed that during the upcoming worksessions, the citizens must be asked to keep to the agenda issues.

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

Respectfully submitted:



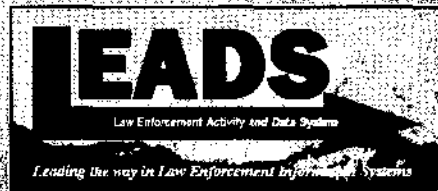
Maureen Whitaker, Assistant City Clerk
and Molly Towslee, City Clerk



City Council Presentation

Law Enforcement Support Agency (LESA)
Communications and Technology Support

July 2005



Agenda

- Introduction - Law Enforcement and criminal justice information integration - A regional sharing and collaboration program
- Law Enforcement Support Agency (LESA)
- Cost allocation for regional services
- LESA's role and support in providing GH PD with state-of-the-art communications, records management and information technology

Leading the way in Law Enforcement Information Systems

AFIS
MIGIS
TAV
Jail Management
Laptop in Car

Strategic Planning for a Fully Functional & Integrated System

Public safety is a huge issue in America. Agencies can help make our communities safer by quickly and easily sharing accurate and timely information about cases going through the justice system.

Integrated Justice Information Systems is the vehicle for such an integrated information exchange.

Center for Technology in Government
University of Albany/SUNY

Creating the way to Law Enforcement Information Systems

What is LESA?

- LESA formed by intergovernmental agreement between Pierce County and Tacoma in 1974 to provide cost effective police dispatching
- Expanded to include records management and information technology services in 1978

City of Tacoma

Pierce County



Information Systems

Participating Agencies

- 911/Dispatch
 - Pierce County
 - University Place
 - Edgewood
 - Lakewood
 - Tacoma
 - Gig Harbor
 - Forest
 - Steilacoom
 - Dupont
 - Bay
 - Puyton
- Records/Records Service
 - Pierce County
 - University Place
 - Edgewood
 - Lakewood
 - Tacoma
 - Gig Harbor
 - Forest
 - Steilacoom
 - Dupont
 - Puyton
 - Sunier
 - Puyallup
 - Bonney/Lake

Information Systems

Cost Allocation Methodology

- 911 Call Answering, Dispatch and Records Radio Communication Services
 - Cost based on Calls for Service, plus
 - Pierce County Radio Infrastructure costs, minis
 - 911 revenue received from Pierce County
- Information Technology Services
 - Cost based on number of users
- Records Management Services
 - Cost based on number of commissioned officers

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LESA Communications



Leading the way in Law Enforcement Information Systems

911 Performance

LESAs a primary Public Safety Answering Point, or PSAP:

- Law Enforcement 911 calls
- Fire/Medical Aid 911 calls

Citizens that call 911 for fire or medical aid assistance are answered by LESAs first.

Information Systems

911 Call for Service Breakdown

- ┆ Of the 7760 calls for service in 2004:
 - ┆ 4420 were calls for Fire/Medical Aid
 - ┆ 638 were traffic stops

Information Systems

2004 Top 10 Calls for Service

1. Alarm — Burglary	658
2. Motor Vehicle Accident	437
3. Theft	377
4. Miscellaneous	311
5. Abandoned 911 Calls	271
6. Suspicious Persons	269
7. Reskiss Vehicle	247
8. Drink Driver	227
9. Suspicious Vehicle	159
10. Citizen Assist	147

LESA Records Padflo



Providing the Law Enforcement Information Systems

Confirmation Process



Confirmation systems
and return to courts

Law Enforcement Information Systems

Other Services

- Provide in person and on-line training services for systems obtained through LESA
- UCR/NIBR preparation
- Statistical and ad hoc reporting

LEADS

Law Enforcement Activity and Data System

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Law Enforcement Information Systems

Strategic Vision/Commitment

- Enhanced officer safety
- Enhanced community safety
- Information sharing is critical for effective law enforcement services and safer communities
- Timely and accurate dissemination, tracking, and management of LE information
- Law Enforcement agencies working together achieve the highest level of effectiveness



Law Enforcement Information Systems

Process Flow

Call → Dispatch → MDC → Response →

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Process Flow

Booking Form (PC Form) → Incident Report →

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Law Enforcement Agencies Currently Using Electronic Reporting

Pierce County Sheriff Department
 University Place Police Department
 Edgewood Police Department
 Tacoma Police Department
 Lakewood Police Department
 Puyallup Police Department
 Gig Harbor Police Department
 Steilacoom Police Department
 Fircrest Police Department
 Dupont Police Department
 Bonney Lake Police Department
 Sumner Police Department

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LESA NetMenu Administrative View - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Address http://notmenu.lesa.net/NetMenuAdminView.asp?hasRights=False&asSystemMsg=0&lastAppMsg=0&displayname=Mark+Knutson

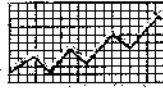
Booking Photo Inquiry	LEADS	Support Systems
CLEAR	LESA Change Control	AFS2000
Criminal History Inquiry	LESA News Letter & Pop-up Messages	Audit Letter
Daily CAD Incident Sheet	Time Tracking	Background Investigations
HotSheet	User Support	Booking Identification System
IDR Portal	LESA Outlook Web Access	CPL Processing
LESA CAD Call Inquiry	System Status	Job Request System
Pawn/Secondhand Record Inquiry	System Status Editor	LeCATS
Sex Offender Registration Inquiry	User Documentation	LESA Pop-Up Message Publisher
Warrant Upload Status	User Password Change	Licenses
Warrants	Correct any Data	LORS
WebRMS	Pierce County Jail/JMS Inquiry	NVIR Processing
WebRMS Incident Inquiry	Puyallup Jail/JCR1 Inquiry	FORTS
		Q File
		TPD Forensic System
		WITS

Patrol View User Inquiries View Administrative View Reports Setup Report View Set Default View Set Menu Help Exit

LESA Welcomes You Mark Knutson

http://notmenu.lesa.net/lesr/login.asp?app=01 Local intranet

Information-Based Strategic and Tactical Planning



Community Support (Serve)

- Public Safety
- Protect Rights
- Community Involvement



Business Activity

- Crime Trends
- Public Input
- Budget
- Calls for Service

Management Staff

Resource Information

- Assignments
- Schedules (leave, training)
- Online Subpoena Notification
- Community Meeting Calendar



Crime Fighting (Protect)

- Resource Deployment
- Counter Terrorism
- Crime Prevention
- Officer Safety



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Help

Agency IT Staff

LESA Records Staff

Support Center

798-3911

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LEADS (Next Two Years)

Document Scanning - In Records and potentially in other locations

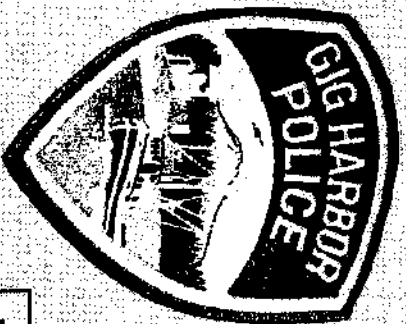
Enhance mobile environment (MIPACT) Enable applications so results can be viewed with mapping or graphics

Provide the public with the ability to report minor crimes and access crime statistics and other public information via the Internet (customer self service)

Work with State committee to define and pilot statewide questions and Traffic Collision Reporting utilizing barcode scanning to perform DOT and warrant checks. Integrate with Courts

Expanding Regional Information Interoperability (fraternal unity locally)

Information Systems



Questions

LEADS

Law Enforcement Activity and Data System

Leading the way in Law Enforcement Information Systems

Information Systems

Urban Design Experiences

Dick Kuykendall

- **"Streetscene Management Systems", 3M**
 - New York City; Manhattan Street Signage Upgrades
 - International
- **"Streetscape Equipment Source Book", Harold Lewis Malt, Center for Design Planning, University of Miami; Urban Land Institute, AIA, AILA, ASCE, APWA, NLC**
- **Urban Spatial Infrastructure Management, GITA**
 - International; Sao Palo, Brazil & Tokyo, Japan
 - National; Geospatial Leadership Coalition
 - Street ROW Utility Corridor Design: Process and Location
 - Homeland Security and Protection of Critical Infrastructure
- **Building Design & Site Plan Review, Salem, OR & Longview, WA**
 - Residential
 - Commercial-Retail
 - Industrial
- **Subdivision Design**
 - Standard (West Salem, OR)
 - Planned Unit Developments (Prior Lake, MN)
- **Street Design (Geometric Emphasis)**
 - Crime Prevention Through Environmental Design, HUD
 - Traffic Round-About/Circles in Longview, WA
 - Schuster Way, City of Tacoma, Harstad Associates, Inc.
 - "Highway Capacity Manual", FHWA
 - Traffic Control Devices & Lighting Systems
- **Pedestrian & Bikeways**
 - National Bikeway Design Manual, APWA
 - Pedestrian/Street Malls, Longview, WA
 - Safe School Walking Routes Design Manual, King County, WA
 - Building 100 Miles of Sidewalks in Established Neighborhoods; Salem
 - Curb Ramps for the Handicapped and Elderly, FHWA/City of LA
- **Design Standards & Review/Approval Processes**
 - City of Prior Lake, Minnesota, Planning Commission/Design Variances
 - Village of Hazel Crest, Illinois, Planning & Zoning Commission
 - Village of Hazel Crest, Illinois, Traffic Commission
 - City of Salem, Oregon
 - City of Longview, Washington
- **Parking Facility Design**
 - Salem, OR
 - Longview, WA
- **Signage Design**
 - National Standards
 - Uniform Manual of Traffic Control Devices, FHWA
 - Work Zone Traffic Control Devices
 - Architectural Signage, 3M International

PROPOSED AMENDMENT

Whereas the current definition of a garage defined in Section 17.04.370 states that a “garage” means a building or a portion of a building thereof in which motor vehicles are STORED, repaired, or maintained.

I propose the following amendment as an additional definition to the Gig Harbor Municipal Code:

“PARKING GARAGE” means a building or a portion of a building in which motor vehicles are “parked”. This structure may be wholly or partially underground or incorporated into the structure of a building.

Additionally, I offer the following amendment to the proposed new building size ordinance:

SECTIONS

- 17.31.075 Max gross floor area
- 17.36.055 Max gross floor area
- 17.40.055 Max gross floor area
- 17.48.045 Max building size
- 17.50.045 Max building size

That the square footage of a parking garage used for the sole purpose of providing required parking in the development of new or existing buildings NOT BE included in the calculation for the proposed size of a new building and that there would not be a maximum size limitation to a “parking garage”.

BONUSES FOR USE OF A PARKING GARAGE: An increase to a building’s maximum square footage of 20% would be allowed provided that up to 50% of a building’s required parking stalls are located within a “parking garage”.

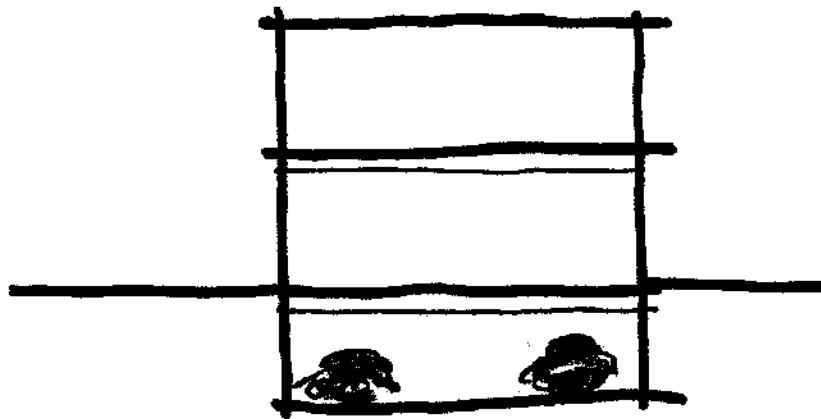
PARKING GARAGES

Proposed amendment addresses these issues:

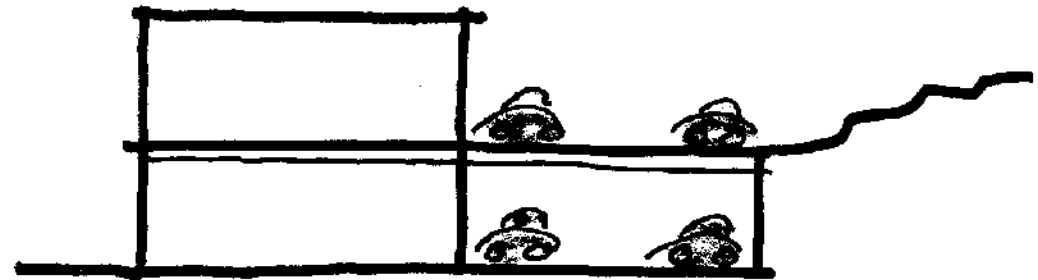
- Allow a higher level of design flexibility & creativity for new / existing projects.
- Addresses design manual and zoning ordinance guidelines and intent to “move 50% or more of all parking to the rear or to a concealed location. Provide screening for parking.
- Helps to remove large areas of impervious site coverage (parking lots).
- Remove / minimize storm water infrastructure required with exposed parking lots.
- Provides plaza space for pedestrian use (Russell building is a good example).
- It’s just a good planning practice, a “common sense” approach to solve a common problem.

PARKING GARAGE ADVANTAGES

- ❑ Reduce parking lot area & increase area for new buildings
- ❑ Hides parking lot from view
- ❑ Lower impervious coverage
- ❑ Conserves space while providing convenience & security to occupants

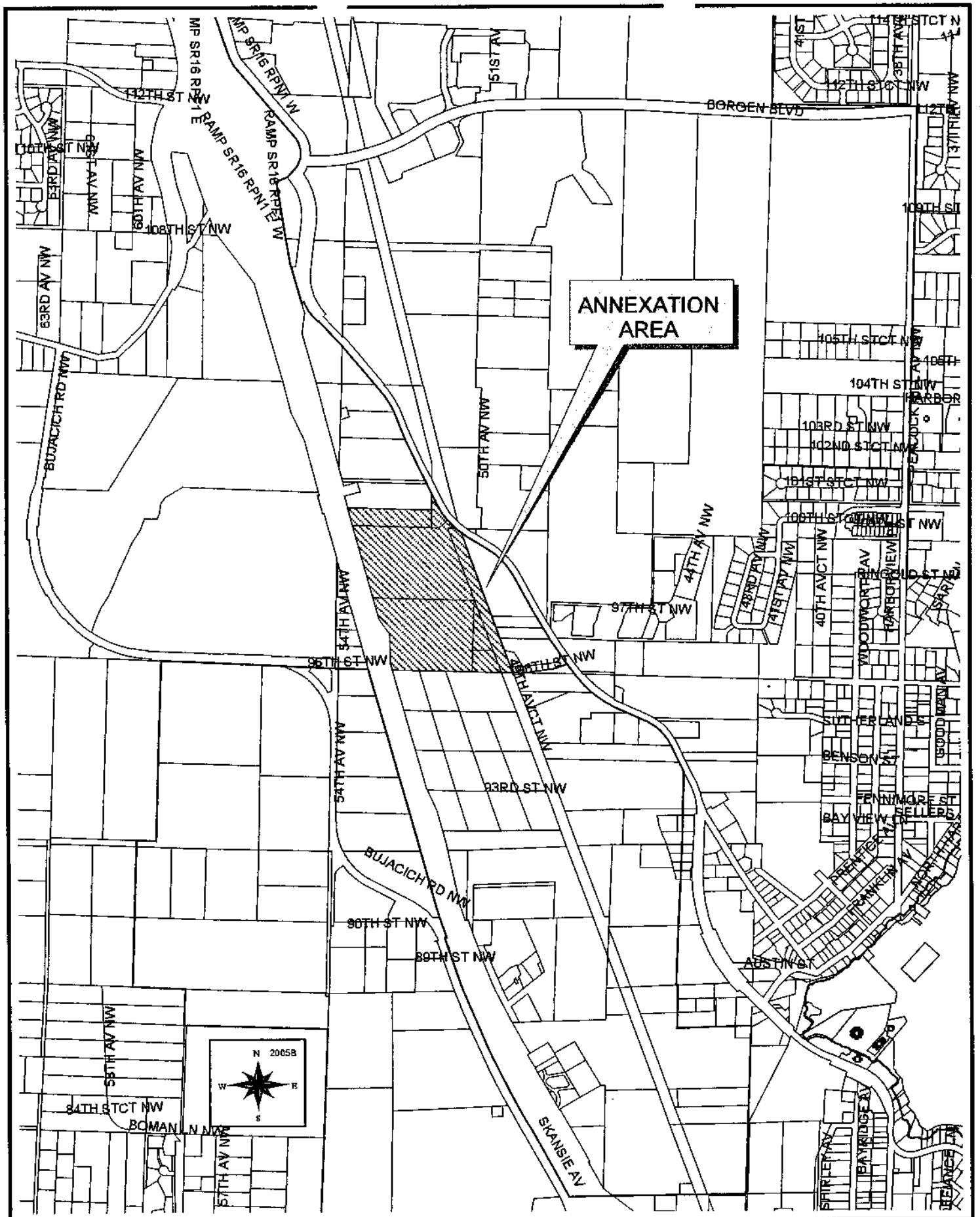


Under structure concept



Adjacent w/deck over

REQUEST: Do not count garage area in calculation for new building size!



VICINITY MAP
 RAINBOW BURNHAM LLC (ANX 04-03)