

Gig Harbor City Council Meeting

**November 25, 2002
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
November 25, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

PUBLIC HEARING:

1. 2003 Proposed Budget Ordinance.
2. 2001 Comprehensive Plan Amendments.

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 November 12, 2002.
2. Correspondence/Proclamations: a) Proclamation – Drunk/Drugged Driving Prevention.
3. Tax Discovery Audit Service – Consultant Services Contract.
4. Pierce County Franchise Agreement – Gig Harbor Waterlines in County Right-of-Way.
5. Gig Harbor Civic Center – Easement Agreement.
6. Employees' and Supervisory Employees' Guild Contracts.
7. Canterwood Sewer Request.
8. Liquor License Application – Happy at the Bay.
9. Liquor License – Change in Corporate Officers – Hy-lu-Hee-Hee
10. Approval of Payment of Bills for November 25, 2002.
Checks #38461 through #38589 in the amount of \$238,167.78.

OLD BUSINESS:

1. Second Reading of Ordinance – Adopting the 2003 Budget.
2. Second Reading of Ordinance – Adopting the Amendments to the States Uniform Codes, the State Energy, Ventilation, and Air Quality Codes.
3. First Reading of Ordinance (continuation) – 2001 Comprehensive Plan Amendments.

NEW BUSINESS:

1. First Reading of Ordinance – Providing for extension of the LID No. 99-1 Bond.
2. First Reading of Ordinance – Revised Hours of Operation.

STAFF REPORTS:

Gig Harbor Police Department – October Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30110(b).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 12, 2002

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

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING:

1. 2003 Proposed Budget. Mayor Wilbert opened the public hearing at 7:03 p.m. David Rodenbach, Finance Director, explained that this is the first of two public hearings on the proposed budget. He said that this document reflects the changes as a result of the two Budget Workshops. Mayor Wilbert then asked the audience for comments.

Nick Tarabochia – 8021 Shirley Avenue. Mr. Tarabochia voiced his concerns with the language regarding the Harborview Street End project that states that the construction will be consistent with comments made to area residents during design review meetings conducted in 1999. Mr. Tarabochia said that this issue has been on going since before 1994 and it seems the project is back to square one. He said that he knows of no one outside this administration that has come forward to ask that this area be developed. He read comments from letters from citizens in 1993, and others in 1999, voicing their dissatisfaction with the plan to develop the area. He discussed the parking, vandalism, safety and private property access problems, and asked that this area be maintained as a scenic viewpoint and not be developed as a formal park. He asked that the City Council remove this item from the budget. He answered Council's questions, and said that there were improvements that were beneficial, such as the lighting and sidewalks.

Bruce Rogers – 2804 Harborview Drive. Mr. Rogers said he agreed with some of what Mr. Tarabochia said. He said that two years ago he came to Council to ask for improvements to the streets and sidewalks. He said that there are still improvements that could be made with the 100 ft at the end of the street that would be acceptable to all. He added that not making improvements leaves it as an attractive nuisance. He said that the project has been studied to death, and Council should use the \$25,000 to do some simple things to improve the area for pedestrians. He agreed that there should be no beach access.

The public hearing was closed at 7:26 p.m. and the next public hearing opened.

2. 2001 Comprehensive Plan Amendments – John Vodopich, Community Development Director, explained that this was the first of two hearings. He said that tonight's hearing would cover updates to the 1994 Transportation Plan, 1993 Sewer Plan, the 1987 Stormwater Plan and the 1993 Water System Plan. He explained that what is being proposed with this draft ordinance is to adopt each plan update individually and then further adopt them by reference and incorporate them in the overall land use plan. He added that representatives from Gray and Osborne, who

provided the consultant services to update the water, sewer and stormwater plan, as well as the Shea Group, who provided the update to the Transportation Plan were present. John explained that the second aspect of the ordinance is the 2001 Comprehensive Plan Amendments that were considered by the Planning Commission. He asked that Council consider applications 01-10 this evening, and the remainder of the applications at the next meeting. He said that the second reading and adoption of the ordinance could take place at the December 9th meeting.

John gave an overview of application 01-10, which consists of sixteen individual areas. He further clarified that the county alone has the authority to adopt an Urban Growth Area. He said that the city's ordinance merely reflects those actions already taken by Pierce County and to amend our Comprehensive Land Use Map accordingly. He explained to the members of the audience, that if they did not agree with the amendments, the appropriate action would be to file an amendment to Pierce County. He said that there seems to be a great deal of confusion surrounding these amendments, as Pierce County did not notify the property owners of the action taken back in March.

At Council's request, John described the difference in the City Limits and Urban Growth Boundary and the advantages or disadvantages to being included in the UGA. John used the maps to illustrate and describe the amendments to the city's UGA. John explained that the city had recommended approval of all amendments except items 15 and 16, which were not approved by Pierce County.

The Mayor then asked for public comments.

Paul Citidester – 5303 Hunt – Mr. Citidester voiced his concern that he and other property owners had not been notified that the city made the recommendation to remove the property in area 10 from the city's UGA when the process began. He said that the change wouldn't allow property owners to go ahead with planned projects, and when he recently contacted Pierce County, no one would listen to his concerns. John explained that the changes to area 10 were initiated by the city when they met with Pierce County during the development of the Gig Harbor-Peninsula Community Plan. He said that they group reviewed inconsistencies in the plan, or areas that staff felt should be included or excluded from the UGA. He said that a draft letter of recommendation was reviewed by Council in December of 2002, and he was authorized to forward the letter of recommendation to the county at that time. He said that he relied upon the county to notify property owners of the public process.

Chuck Howe – 13212 Purdy Drive. Mr. Howe asked for clarification on the amount of times area 16 had been rejected. John explained that when Pierce County adopted the plan, this area was rejected. Mr. Howe then asked how it could become part of the UGA. John explained this would only happen if it were annexed to the city. He voiced concerns about the density and ingress/egress to this property. Councilmembers explained that the city has no jurisdiction over the property at all, as it's inclusion to the

UGA was denied by Pierce County, and the only thing the City was doing at this time is updating the maps.

Andrea Mitchell – 6923 54th Ave NW. Ms. Mitchell explained that she owned 30 acres in area 10 and that she agreed with Paul Citidester about lack of notification of what had happened and how it affects the ability to develop her property, as well as others on her road.

Judy Vasconceles – 1918 State Game Road. Ms. Vasconceles said she owns duplexes one block from area 8. She asked how this would affect her property. John Vodopich explained that the city has no jurisdiction over the property, and that he believed the density range for area 8 will be 2-6 dwellings per acre. She then asked questions about who is responsible for road improvements on Peacock Hill. Staff addressed her question.

Clark Davis – 300 Pt. Fosdick Place. Mr. Davis explained that he was representing the homeowners association for Henderson Bay Heights. He said that the group does not oppose the recommendations for area 4, but asked for clarification of what parcels will be affected by the change. He then asked for clarification on the split zoning of one parcel adjacent to the neighborhood. John addressed his questions.

Diane Clifford – Henderson Bay Heights. Ms. Clifford explained that their homeowners' organization spoke with Mr. Davis because of their concerns about that one parcel. She said that the notification was somewhat unclear.

Carl Halsan – 7766 52nd Place. Mr. Halsan said he was present representing the property owner for area 4. He asked for clarification on the notification that went out regarding the employment center designation. He showed Council an approved subdivision plan, adding that the property owner didn't want homes in an industrial zoned area. He said that they would like the line to follow the plat boundary line, which won't happen until next summer when the plat is recorded. He said that the concern is a strip of property that is 100-150 feet wide that is residential zoned, in between an industrial zoned parcel and finished plat. He said it would make more sense to push the industrial zone line to match the plat-line. Councilmembers recommended that he approach Pierce County after the plat is done to make the amendment.

Paul Cyr. Mr. Cyr said he represented Fred Paulson. He asked for reconsideration for community commercial zoning for area 16, as was supported by Council last year in the form of a staff recommendation to the Planning Commission. He added that the request failed at the county level. He thanked the city for the notice of the map changes, as the county had not notified the property owners of any amendments.

Howard Hawley – 5715 40th Ave Ct. Mr. Hawley asked about the residential low-density designation in area 11. John explained that this would be 3-4 units per acre. He said he was also present to lobby the city for sidewalks on 38th. Mark Hoppen explained that

this was included in the street improvement plans, but without the passage of R-51, the timeline for the project, which relies upon matching grant funds, is not definite.

Nicky Mosier – 3920 59th St. Ct. NW. Mr. Mosier asked about annexing to the city and hooking up homes in area 11 to the city sewer system. Mark Hoppen explained that the annexation process and the process to hook to city sewer are separate, and not necessarily dependant upon each other. Mr. Mosier asked about ownership of streets after an annexation. Mr. Hoppen explained that if the streets are currently private, they would remain that way.

Marilyn Naylor – Plum Tree Neighborhood. Ms. Naylor asked if the annexation of her neighborhood would happen in 2003. Mark Hoppen explained that the action to include area 11 in the Urban Growth Area did not mean that the annexation would automatically occur. The process to annex was described in more detail.

Florence (?) - She asked if she did not want her property to become commercial, (in area 6), what could be done. She said that two of the three property owners do not want the change, and they are concerned that the third party would be able to get the zoning changes. She was advised to approach Pierce County with her concerns.

John Vodopich explained that the other half of the public hearing would be on the updates to the Transportation, Stormwater, Sewer, and Water System Plans, reminding Council that the consultants were present to answer any questions.

Councilmember Ruffo asked about the timing and cost to deal with the odor at the Wastewater Treatment Plant and the best way to keep the public informed on what steps were being taken.

Jim Patton, Gray & Osborne, explained that the Wastewater Comprehensive Plan was written over several years, and is the first phase for these improvements. He said that the next stage is the Facilities Plan, drafted by EarthTech Engineers, which is currently under review by the city. He added that he was not familiar with the provision in their plan to deal with the odor concerns.

David Skinner, The Shea Group, explained that there are both long-term and short-term plans to handle the odor. He said that communication with the public could be addressed with Mark Hoppen.

There were no further public comments and this public hearing was closed at 8:47 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of October 28, 2002.
2. Correspondence/Proclamations:
 - a) Proclamation – DUI Task Force Day.
 - b) Proclamation – Education Week.

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3. Rushmore Watermain Replacement – Consultant Services Contract.
 4. Liquor License Renewals; The Green Turtle, Marco's Restaurant.
 5. Approval of Payroll for the Month of October.
Checks #2133 through #2190 in the amount of \$212,372.36.
 6. Approval of Payment of Bills for October 28, 2002.

MOTION: Move to approve the consent agenda as presented.
Ruffo/Picinich – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – 2002 Property Tax Levy Ordinance. David Rodenbach, Finance Director, presented the second reading of this ordinance proposing a 1% increase.

MOTION: Move to adopt Ordinance No. 917 as presented.
Picinich/Dick - unanimously approved.

2. Second Reading of Ordinance – Providing for the Issuance and Sale of a Limited Tax General Obligation Bond for Financing the Acquisition of Real Estate. David Rodenbach explained that this bond is intended to take out the note being carried by the Skansie Brothers to purchase property. He said that language would be amended to reflect the correct budget fund.

MOTION: Move to adopt Ordinance No. 918 as amended
Ruffo/Picinich - unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Adopting the 2003 Budget. David Rodenbach explained that he had nothing to add from the public hearing.

Councilmember Franich suggested an amendment to the parks and recreation goals to include funding to construct a Maritime Pier. David explained that this amendment would not be necessary, as there is no dollar amount connected with this goal, allowing it to be developed as the year progresses.

Councilmember Ruffo recommended leaving in the \$25,000 for the Harborview Drive Street Viewpoint, but to delete the specific language on what would be constructed to allow further discussion and flexibility. Councilmember Picinich agreed with this recommendation.

Councilmember Owel said that she understood from the public comments that they would like to eliminate the beach access and the seeking of grant funds from consideration, but not the inclusion of storm-drainage improvements or safety features.

Councilmember Franich agreed to leave in the funding to allow for in-house improvements to finish the limited goals discussed at previous meetings. He said that disagreed with the hiring of any more consultants or architects for design work.

Councilmember Ruffo suggested that staff re-write the goal to leave the funds in, but to delete any specifics to how the money would be spent before the second reading. Councilmember Ekberg agreed.

Councilmember Dick said that he attended some of the hearings, and though some residents were vocal in opposition to the improvement, several community members spoke in favor. He stressed that the purpose of the budget is to give direction to spend funds, and even a modest proposal to allow the area to be used as a viewpoint would require grant funding. He continued to explain that some design would be necessary to obtain grants, adding that \$25,000 wouldn't make much in the way of improvements. He said a decision would have to be made to either do nothing or to go forward with improvements. He concurred that it is a difficult decision to make and several issues would need to be reconciled. He said that a vague budget proposal would not be helpful.

Councilmember Franich asked for Council consensus based upon public input asking that the area be left as an informal place, stating that the only decision left to be made is whether to close the road off at the barricade.

Councilmember Ekberg recommended leaving in the \$25,000 and listing it as improvement to the street end. That would allow the decision to be made at a later time, whether it would be to hire a consultant to get a grant or to just do pavement repairs and install benches. He said that everyone is in agreement to leave the money in the budget.

MOTION: Move to leave the \$25,000 in the budget for street improvements to the Harborview Drive Street End.
Ekberg/Ruffo – six voted in favor. Councilmember Franich voted no.

Mayor Wilbert suggested amending the budget to include a 3-way stop sign at the intersection of Vernhardson and Harborview Drive for safety concerns. Councilmember Young recommended seeking the comments of the city's traffic engineer on the subject.

Councilmember Ruffo said that he had done research on the Information Systems Assistant position and that the city was at the point of needing assistance in this department. He added that the salary range was also in line. Councilmember Ekberg reminded Council that this position was requested a year ago, but due to space constraints at the old building, it was put off. After further discussion, Councilmember Dick said that he was confident of the need for the additional position.

2. First Reading of Ordinance – Adopting the Amendments to the States Uniform Codes, the State Energy, Ventilation, and Air Quality Codes. Dick Bower, Building Official/Fire Marshal, introduced this ordinance to adopt amendments to these codes so that the city will be on the same track as other jurisdictions that have already adopted these amendments. This will return for a second reading at the next meeting.

3. First Reading of Ordinance – 2001 Comprehensive Plan Amendments. This was a continuation of the discussion that occurred during the public hearing.

Councilmember Owel asked to amend the language on page 18 to correct the reference to her comments regarding the comp plan amendments. She added that she has more information on this issue, which she would distribute to staff and Councilmembers for consideration in asking staff to prepare development guidelines. Carol Morris added that the ordinance could be amended to support the low development guidelines as guidelines only, not as a requirement, then at a later date, forward the low development guidelines to the Planning Commission to be considered as a development regulation, as they would require a SEPA process. She continued to say that the guidelines could be a stand-alone ordinance or an amendment to the existing development regulations.

Councilmember Owel explained that low-impact development is a land use development strategy to emphasize maintaining or restoring pre-watershed hydrologic functions, which is also an objective of the Comprehensive Plan. Councilmember Young said that he would consider this a high-priority item, as the ultimate goal is to give the builders the tools to accomplish this. Councilmember Dick was also supportive of this effort to address expensive storm-drainage issues.

John Vodopich explained that the remaining updates to the Comprehensive Plan updates would come at the next meeting, with the second reading of the ordinance at the December 9th meeting.

STAFF REPORTS: None.

PUBLIC COMMENT:

Nick Tarabochia - 8021 Shirley Avenue. Mr. Tarabochia asked for clarification on what language would be included in the budget regarding the Harborview Street Viewpoint. He said that approximately 25 people on the street and 40 on the beach asking him for information, and that he would like to work with the city on this. He asked to be kept informed of upcoming issues.

David Skinner – The Shea Group. Mr. Skinner took the opportunity to applaud the Council and staff on the new facility. Councilmember Ekberg thanked Dave for his part in the process.

Marline Drucker – 3421 Harborview Drive. Ms. Drucker asked if Council had received the letter she sent in regards to her husband, Robert Puratich. Steve Osguthorpe,

Planning/Building Director, explained that her letter had been forwarded to him, and he was in the process of responding to her concerns. He said that his letter would describe the process to request an amendment to the height overlay. Steve recommended that she call to set a time to come in and talk to him.

Don Bennett – 9713 41st Ave NW – Mr. Bennett said that Mark Schaeffer could not attend the meeting, but he wanted to share information regarding the progress in the meetings between the Sportsmans Club and surrounding neighbors. He said that Mark and Doug Tensler have met several times and there has been good exchange of information. He said the meetings have been productive in the sense that each have come to understand the others' positions better. He said that they are trying to negotiate the hours of operation, but this remains difficult. He said Council should be prepared to receive a final recommendation from both parties by the end of the week. He said that there should be enough input for Council to make a final decision.

Mr. Bennett then recommended a sign to be placed outside the council room doors reminding people that there is a meeting in progress to minimize disruption.

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

1. 2nd Public Hearing on the 2001 Comprehensive Plan Amendments.
2. 2nd Public Hearing on the 2003 Budget on November 25th at 7:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30110(b).

MOTION: Move to adjourn to Executive Session at 9:40 p.m. for approximately five minutes.
Picinich/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 9:45 p.m.
Picinich/Ruffo - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9: 40 p.m.
Picinich/Ruffo - unanimously approved.

Cassette recorder utilized:
Tape 664 Side A 070 - end.
Tape 664 Side B 000 – end.
Tape 665 – Both Sides.
Tape 666 – Side A 000 – end.
Tape 666 – Side B 000 – 237.

Gretchen A. Wilbert, Mayor

City Clerk

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COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

1. 2nd Public Hearing on the 2001 Comprehensive Plan Amendments.
2. 2nd Public Hearing on the 2003 Budget on November 25th at 7:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30110(b).

MOTION: Move to adjourn to Executive Session at 9:40 p.m. for approximately five minutes.
Picinich/Ruffo - unanimously approved.

MOTION: Move to return to regular session at 9:45 p.m.
Picinich/Ruffo - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9: 50 p.m.
Picinich/Ruffo - unanimously approved.

Cassette recorder utilized:
Tape 664 Side A 070 - end.
Tape 664 Side B 000 – end.
Tape 665 – Both Sides.
Tape 666 – Side A 000 – end.
Tape 666 – Side B 000 – 237.

Gretchen A. Wilbert, Mayor

City Clerk

NOV 15 2002

CITY OF GIG HARBOR

Tacoma/Pierce County DUI Task Force215 South 36th Street, Tacoma, WA 98418

253.798.6112 fax 253.798.4353

A traffic safety-focused, multi-agency state, county, local and military commitment to prevention, enforcement, adjudication, assessment and intervention aimed at helping to halt the Nation's most frequently committed violent crime -- *Driving Under the Influence (DUI)* of alcohol and/or other drugs



November 13, 2002

Mayor Gretchen Wilbert
City of Gig Harbor
3105 Judson St.
Gig Harbor, WA 98335

Dear Mayor Wilbert;

This winter holiday season marks the Tacoma/Pierce County DUI Task Force's 20th anniversary and Pierce County's 19th Annual Holiday Campaign and Emphasis Patrol. The Law Enforcement Holiday Campaign Committee of the DUI Task Force coordinates the annual holiday tradition. This year, the Tacoma Police Department is chairing the committee.

The Task Force's annual winter holiday DUI Emphasis Patrols involve law enforcement agencies throughout Pierce County working in a coordinated effort to deter impaired driving in order to prevent senseless deaths and injuries.

The dates of this year's emphasis will be November 28th - December 1st, December 6th & 7th, December 13th & 14th, December 20th & 21st, December 27th & 28th, and December 31st.

All of Pierce County's law enforcement agencies, the military bases and the Washington State Patrol have been invited to participate in the 2002 Winter Holiday DUI Emphasis Patrols. Last year, even though the number of traffic related fatalities in Pierce County went down, the number of DUI related fatalities remained the same. We are progressing in our campaign to reduce the incidence of drinking and driving, but it takes a continuous effort as new drivers begin driving on our roadways, and as old messages begin to fade.

The Tacoma/Pierce County DUI Task Force and the Tacoma Police Department would like to ask you to play a part in the awareness campaign by **issuing proclamations from your jurisdiction**. The added prestige of your support would help impact our citizens on the seriousness of impaired driving.

Last year, proclamations were issued from the cities of Edgewood, Fife, Fircrest, Lakewood, Orting, Sumner, and University Place.

Please find enclosed a sample of the proclamation. If you decide to participate, please send a copy of the signed proclamation to Sheri Badger deMille, DUI Task Force Coordinator, at 215 South 36th Street, Tacoma, WA 98418.

Thank you for your time and cooperation, and we wish you a happy and safe holiday season.

Sincerely,

Sgt. Corey Darlington, Tacoma Police Department
2002 Holiday Campaign Chair

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, traffic crashes are the leading cause of death for children, adolescents, and young adults in the United States; and

WHEREAS, in 2001, alcohol related traffic collisions in Pierce County resulted in 28 fatalities which represents 37% of all traffic fatalities; and

WHEREAS, the Tacoma/Pierce County Task Force On Alcohol/Driving, formed by the Pierce County Executive and the City of Tacoma Mayor, is educating the public about the gravity of the problem of drinking and drugged driving and may convince alcohol and drug users to refrain from driving; and

WHEREAS, the winter holiday season is a particularly appropriate time to focus local and national attention on this critical problem as more drivers are on the roads, more social functions are attended, and more traffic collisions occur; and

NOW, THEREFORE, BE IT RESOLVED by Gretchen A. Wilbert, Mayor of the City of Gig Harbor, that the month of December be designated as

DRUNK AND DRUGGED DRIVING PREVENTION MONTH

in Gig Harbor, and that all citizens of Gig Harbor observe the occasion in fitting ways.

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

Gretchen A. Wilbert, Mayor

Date



'THE MARITIME CITY'

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: NOVEMBER 18, 2002
SUBJECT: TAX DISCOVERY AUDIT SERVICES CONTRACT

INTRODUCTION

This contract establishes a comprehensive tax discovery audit program for the city. Microflex has provided the city software and monthly sales tax distribution information since March 1995.

Microflex also provides auditing and tax discovery services to municipalities. The city expects to receive \$4.4 million in sales and utility taxes in 2002. The services included in this contract will help ensure that the city receives its fair share of sales and utility taxes.

Microflex currently performs similar services for 38 other cities in the state. These cities and tax revenues discovered are listed in Exhibit A of the contract.

FINANCIAL

The fees for this contract are 20 percent of unpaid taxes discovered, and, for new accounts discovered, 20 percent of taxes paid by the new account for the period of one year after discovery.

RECOMMENDATION

Staff recommends approval of this contract.

AGREEMENT FOR TAX DISCOVERY AUDIT SERVICES
BETWEEN GIG HARBOR AND MICROFLEX

THIS AGREEMENT, is made this _____ day of _____, 2002, by and between the City of Gig Harbor (hereinafter the "City"), and MICROFLEX, a Washington corporation, located and doing business at 2201 S.W., 152nd Street, Burien, Washington 98166 (hereinafter "Service Provider").

WHEREAS, the City desires to hire the Service Provider to provide the services described in Exhibit A and the Service Provider agrees to provide the services under the terms set forth in this Agreement; and

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

I. Description of Work. The Service Provider shall provide all services described in Exhibit A, which is attached hereto and incorporated herein by this reference, using the prevailing standard of care for the provision of such services. In general, the services include a tax discovery audit program in which the Service Provider would look for additional sales tax revenues, new business licenses and new utility tax accounts, using computer technology, and the City's business license, vendor and building permit systems. The Service Provider is already under contract with the City to provide a monthly database of accounts paying sales tax to the city. The Service Provider shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the amounts shown on page 3 of Exhibit A, under "Audit Costs."

B. Each month, the Service Provider shall provide monthly reports to the City, showing the status of the audit. These reports will show the individual accounts discovered or adjusted, with all identifying information, the amount of tax adjusted or discovered. All of the taxes from any missing or adjusted account shall be paid to the City, and the City shall reimburse the Service Provider according to Exhibit A, page 3, "Audit Costs." Under no circumstances shall the Service Provider collect any taxes directly from any account. The City shall pay the Service Provider when the City actually receives the new revenue from any account identified on the monthly status report from the Service Provider, as long as the City has verified that the account is actually missing or should be adjusted.

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

Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Service Provider performs hereunder.

IV. Duration of Work. The City and the Service Provider agree that it shall begin providing the services described herein immediately upon execution of this Agreement by both parties. The agreement will be automatically extended for additional one-year terms unless one of the parties hereto gives written notice of termination in accordance with Section V of this agreement. The indemnification provisions of Section VII shall survive expiration of this Agreement.

V. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon thirty (30) days written notice to the Service Provider.

B. Termination for Cause. If the Service Provider refuses or fails to complete the tasks described in Exhibit A, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Service Provider, give notice of its intention to terminate this Agreement. On such notice, the Service Provider shall have thirty (30) days to cure to the satisfaction of the City or its representative. If the Service Provider fails to cure to the satisfaction of the City, the City shall send the Service Provider a written termination letter which shall be effective upon deposit in the United States mail to the Service Provider's address as stated below.

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

VII. Indemnification. The Service Provider shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, including all legal costs and attorneys' fees, arising out of or in connection with the negligent 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 Service Provider's work when completed shall not be grounds to avoid any of these covenants of indemnification.

In the event a court of competent jurisdiction finds both the Service Provider and the City, its officers, officials, employees, agents and volunteers concurrently negligent, then the Service Provider's liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from such concurrent negligence, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence.

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

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

VIII. Entire Agreement. The written provisions and terms of this Agreement, together with all 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.

IX. City's Right of Supervision. Even though the Service Provider 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 Service Provider 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 Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

XI. Confidentiality. The Service Provider acknowledges that release of the information provided to it by the City in order to perform the services described herein is governed by the Public Disclosure Act, chapter 42.17 RCW. The Service Provider agrees that it will not permit the duplication, use or disclosure of such information to any person (other than its own employees who must have such information for the performance of this Agreement), unless authorized in writing by the City.

XII. 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 Service Provider.

XIII. Assignment. Any assignment of this Agreement by the Service Provider without the written consent of the City shall be void.

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

XV. 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.

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

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

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

MICROFLEX,

By: Michael J. Mulcahy
Its President

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Microflex
Attn: Michael J. Mulcahy
2201 SW 152nd Street
Burien, Washington 98166

City of Gig Harbor
Attn: David Rodenbach
Finance Director
3510 Grandview Street
Gig Harbor, Washington 98335

Approved as to form:

By: _____
City Attorney

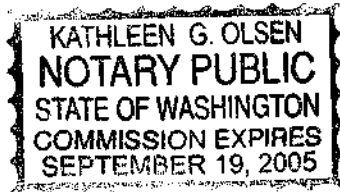
Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: 11-8-02



Kathleen G Olsen
Notary Public in and for the
State of Washington,
Residing at KING CO WA
My appointment expires: 9-19-05

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

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

Microflex

Software and Financial Solutions for Government

2201 SW 152nd St
Burien, WA 98166
206-248-2650 Fax 243-6164

November 8, 2002

Mr. Dave Rodenbach
Finance Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Dave,

Per your request, I am pleased to propose a comprehensive tax discovery audit program for the City of Gig Harbor. We have been able to generate significant additional revenues for our city clients as well as improve compliance with their local tax regulations. The following is our suggested approach to conducting such an audit:

Audit Scope and General Approach

We propose an ongoing audit program during which the following taxes would be audited:

1. Sales Tax -- we look for additional sales tax revenues in a number of ways:
 - We examine your sales tax distribution data to ensure that all returns are present for each taxpayer and that there are no inappropriate adjustments or corrections.
 - We audit large completed building permits to ensure that contractors and subcontractors properly code and report sales taxes due.
 - For each business license categorized as a retailing business, we ensure there is sales tax reporting to the City.
 - We examine private party vehicle and boat sales to ensure use tax is properly allocated.
2. Business Licenses -- we look for new business licenses in the following ways:
 - We cross match sales tax return files to City business license files to ensure firms which report retail sales to the City are licensed.
 - We cross match telephone business listings from the yellow pages and fire department inspection reports (if available) to both sales tax information and City business licenses to ensure these firms are licensed and reporting sales taxes.
 - If the City requires its vendors to have a business license, we will cross match vendor data with sales tax and license data to ensure vendors meet this requirement.
3. Utility Taxes -- we look for new utility tax accounts in the following ways:
 - We will make sure the telephone utilities we find when auditing sales tax are reporting utility tax if applicable.

- We compare a master list of all telephone utilities and long distance/cellular resellers to Gig Harbor utility tax returns. We contact those which we do not find and determine if they conduct business in the City. If so, we provide them with your ordinance and remittance forms and follow up until they begin reporting. We pursue back taxes as you deem appropriate.
- We perform compliance audits on utility company billing transactions to insure they correctly include customers which live within your city.

This tax discovery audit will be done primarily using computer technology. We will work with you to obtain the information we need from your business license, vendor and building permit systems. We will use special software to identify accounts for review.

Data we need from the City

We need to get the following data from the City in a computer readable standard ASCII text (.txt), Paradox (.db) or dBase format (.dbf):

1. Business license data including name, address, phone number, state UBI#, City registration number, business license date and business type. This download will be needed each month. If you use Eden software, you can obtain a download program from them at little cost.
2. Building permit data for projects with estimated values in excess of \$500,000 including value, owner information, contractor information including name, address, UBI#, city license # and any subcontractor information which is captured. If this is unavailable in a computer readable format, photocopies of the larger permits will suffice.
3. City vendor file including name, address and whatever tax numbers are captured and YTD purchases. This data is optional. If you are unable to provide it or you do not require your vendors to be licensed, we will not audit City vendors.
4. Copies of your last utility tax returns or a listing of names and addresses of all private utilities which are paying the Gig Harbor utility tax.

City Responsibilities

We make every effort to minimize City responsibilities for the audit program. We create all correspondence relating to tax recovery/discovery or new business registrations. However, we need the City to do the following:

1. Provide the data described above.
2. Provide us with copies of appropriate ordinances governing City taxes.
3. Provide appropriate City stationery supplies for mailings such as letterhead, windowed envelopes and any forms used to sign up new business licenses.
4. Provide utility tax remittance forms to be used for collecting utility taxes, if discovered. If you do not have this form, we will use a generic version.

5. Provide new business license numbers in a timely fashion for accounts we discover so we can promptly send back tax mailings.
6. For the utility tax accounts we may discover, we will ask you to fill out a form by the 10th of each month showing actual receipts for these accounts in the prior month.

Microflex Responsibilities

Microflex will conduct all aspects of the audit including:

1. Using computer technology to identify potential missing taxes.
2. Act as an agent of the City in contacting the appropriate business or state agency to determine if taxes are due.
3. Follow-up with the Department of Revenue or directly with the business on audit exceptions where tax is due. If we are unable to cause voluntary compliance, we will notify the City which then may initiate legal action.
4. If requested, provide the City with information to update city computer systems with new information discovered in the audit.
5. Provide monthly reports showing the status of the audit.

Audit Costs

We propose the following fee structure for New Revenue received as shown in items 1 through 5 below:

1. Missing or adjusted returns for existing sales tax accounts -- 20% of the actual amount of tax recovered.
2. New sales tax accounts discovered -- 20% of all back taxes collected and 20% of new taxes accrued for a period of one year after the account is identified and begins normal reporting. This means 12 full returns for monthly reporters, 4 full returns for quarterly reporters or one return for annual reporters. For example, if the first normal quarterly return for an account discovered by Microflex includes only one month of taxes, then New Revenue includes one month of the first quarter, the next three quarters, and two months of the next quarter..
3. New business licenses discovered -- 20% of the full year license fee with a minimum of \$10 per new business license discovered.

4. Missing or adjusted returns for existing utility tax accounts -- 20% of the actual amount of tax recovered.
5. New utility tax accounts discovered -- 20% of all back taxes or fees collected and 20% of new taxes or fees accrued for a period of one year after the account is identified and begins normal reporting. This means 12 returns for monthly reporters, 4 returns for quarterly reporters or one return for annual reporters. For example, if the first normal quarterly return for an account discovered by Microflex includes only one month of taxes, then New Revenue includes one month of the first quarter, the next three quarters, and two months of the fifth quarter..

Our fees are due when the City actually receives any New Revenue.

Audit Termination

The audit can be terminated with 30 days advance written notice by either party. For new accounts described in 2 and 5 above whose one year period extends beyond the termination of the audit, the City must continue to identify revenue receipts and pay Microflex fees until the one year period expires.

Experience of Firm and Assigned Personnel

Microflex is the developer of the TaxTools software system which currently processes sales tax data for over 60 cities, counties and transit districts in the State of Washington. Additionally, Microflex has been retained to conduct tax discovery audits for 38 cities in Washington. The results of these audits through January 1, 2002 are summarized in the following table:

MICROFLEX AUDIT CLIENTS
As of 1/1/02

City	Contact	Start date	New accounts	New Revenue
Aberdeen	Fred Thurman	02/01/98	573	\$288,449.43
Auburn	Sally Finch	06/01/98	26	\$155,782.42
Bellingham	Stuart Rice	03/01/97	646	\$251,261.73
Bonney Lake	John Weidenfeller	08/01/00	123	\$50,167.57
Bothell	Ilene Frisch	12/02/96	805	\$701,526.02
Burien	Linda Gorton	09/11/98	351	\$166,597.98
Centralia	Brad Ford	05/30/00	146	\$50,167.57
Covington	Tom Fus	08/26/98	289	\$99,953.28
Des Moines	Dick Scott	06/17/99	21	\$428,741.50
Edmonds	Scott James	03/01/98	0	\$26,663.54
Enumclaw	Mike Bailey	03/01/96	40	\$98,085.78
Everett	Sharon Marks	11/01/94	2487	\$1,217,455.17
Federal Way	Iweng Wang	01/01/98	0	\$51,660.98
Fircrest	Pam Gardner	05/01/00	0	\$29,355.36
Kenmore	Carter Hawley	09/25/00	7	\$32,038.59
Kent	May Miller	06/01/98	0	\$46,616.47
Lacey	Tim McGuire	01/01/96	29	\$79,410.66
Lake Forest Park	John Hawley	05/01/01	0	\$15,966.27
Lakewood	Galen Kidd	05/01/98	10	\$232,838.90
Longview	Kurt Sacha	11/01/96	735	\$255,523.46
Lynnwood	Vicki Heilman	02/17/99	454	\$154,609.30
Maple Valley	Tony McCarthy	11/99/00	8	\$10,705.64
Marysville	Ed Erickson	08/01/95	1137	\$98,030.61
Mercer Island	Joanne Sylvis	10/15/97	1118	\$114,531.36
Newcastle	Rob Hendrickson	08/01/02		New
Olympia	Dean Walz	08/15/94	1848	\$861,702.81
Port Angeles	Yvonne Ziomkowski	06/01/94	20	\$77,856.22
Port Orchard	Kris Tompkins	04/01/97	2288	\$27,963.26
Port Townsend	Michael Legarsky	02/14/01	90	\$19,571.92
Poulsbo	Donna Bjorkman	07/07/98	23	\$10,861.14
Puyallup	Scott McCarty	10/15/97	41	\$137,738.75
Renton	Victoria Runkle	02/15/98	479	\$279,632.47
Sammamish	Lyman Howard	11/01/01	0	\$33,791.86
SeaTac	Mike McCarty	05/01/98	0	\$65,179.11
Shoreline	Debbie Tarry	05/01/98	22	\$362,721.35
Snohomish	Brad Nelson	07/13/95	325	\$36,134.00
Spokane	Hazel Waggoner	01/15/96	1463	\$454,909.75
Tukwila	Alan Doerschel	05/15/97	60	\$497,588.10
Tumwater	Gayla Gjertsen	03/01/97	441	\$148,452.22
University Place	John Caulfield	02/15/01	0	\$118,453.09
Vancouver	Bill Fera	05/01/98	0	\$181,458.12

Please note that new revenue is after our fees have been deducted. It takes about three months from contract signing before any significant new revenue is generated.

This audit will be managed by Michael J. Mulcahy who is the president of Microflex Inc. As a former data processing professional and city finance director, Mr. Mulcahy is uniquely qualified to conduct this audit. Mr. Mulcahy has developed special data processing techniques which will locate as many potential missing

taxes as possible. He is familiar with the issues in administering tax systems and interpreting business tax ordinances and is sensitive to what the City's role should be.

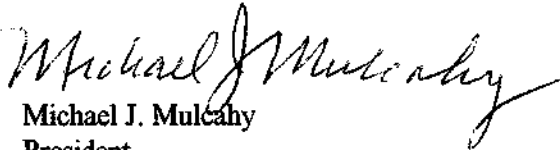
Indemnification of City

Microflex agrees to save and hold harmless the City of Gig Harbor, its officers, agents and employees from and against any and all liabilities, costs, damages, lawsuits, including the cost of all reasonable attorney fees, arising out of the negligent performance of Microflex's responsibilities pursuant to this agreement.

We believe our proposal will increase City revenues and improve the equity of your tax system. Feel free to contact our references. I believe they will speak highly of our services. Meanwhile, please call me toll free at 888-248-2650 x11 if you have any questions regarding our proposal.

Respectfully submitted,

Microflex, Inc.


Michael J. Mulcahy
President



'THE MARITIME CITY'

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

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP *JW*
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PIERCE COUNTY FRANCHISE AGREEMENT - GIG HARBOR WATER
LINES IN COUNTY RIGHTS-OF-WAYS
DATE: NOVEMBER 25, 2002

INTRODUCTION/BACKGROUND

The City has a number of water lines outside of the City limits located under and along County Roads. In order to continue to operate and maintain these lines, the County is requiring that the City renew a nonexclusive franchise agreement. The City had previously entered into such an agreement twenty-five years ago. The County is proposing the renewal of this agreement for a fifteen (15) year term.

The City Attorney has reviewed this agreement.

POLICY CONSIDERATIONS

The County passed Ordinance No, 2002-83s granting the City a nonexclusive franchise agreement on October 29, 2002. The City has thirty (30) days from November 11, 2002 to accept the agreement or it becomes null and void.

FISCAL CONSIDERATIONS

No fiscal impacts have been identified.

RECOMMENDATION

I recommend that Council authorize the Mayor's signature on the agreement as presented.

1 FILE NO. 81

PROPOSAL NO. 2002-83s

2 Sponsored by: Councilmember Pat O'Malley

3 Requested by: County Executive/Public Works & Utilities Department

5 ORDINANCE NO. 2002-83s

7
8 AN ORDINANCE OF THE PIERCE COUNTY COUNCIL GRANTING A NONEXCLUSIVE
9 FRANCHISE TO THE CITY OF GIG HARBOR, A MUNICIPAL
10 CORPORATION, FOR LOCATION OF WATER LINES ON CERTAIN
11 COUNTY-OWNED RIGHTS-OF-WAY; AND AUTHORIZING THE
12 COUNTY EXECUTIVE TO EXECUTE THE FRANCHISE.

13
14 WHEREAS, The City of Gig Harbor, a municipal corporation of
15 the State of Washington, has applied for a nonexclusive Franchise
16 to construct, operate, and maintain a water line system under and
17 along certain County roads, highways, and other County property in
18 Pierce County, Washington, as hereinafter set forth; and

19
20
21 WHEREAS, An application for Franchise came on regularly for
22 hearing before the Pierce County Council on the date set forth
23 below under the provisions of Chapter 36.55, Revised Code of
24 Washington (RCW), State Session Laws of 1937; NOW, THEREFORE,

1 BE IT ORDAINED by the Council of Pierce County:

2
3 Section 1. A nonexclusive Franchise, a copy of which is
4 attached hereto and identified as Exhibit "A", is hereby given and
5 granted to the City of Gig Harbor, a municipal corporation of the
6 State of Washington, hereinafter referred to as the Grantee, for a
7 period of fifteen years, from and after the date of filing of the
8 Franchise to be granted with the Clerk of the Pierce County
9 Council.

10
11 Section 2. The Executive of Pierce County is hereby authorized
12 to execute the Franchise.

13
14
15 PASSED this 29th day of October, 2002.

16 ATTEST:

PIERCE COUNTY COUNCIL
PIERCE COUNTY, Washington

17 Sandy Bassett
18 Sandy Bassett
19 Deputy Clerk of the Council

Harold Moss
Councilmember Harold Moss
Council Chair

20 Approved As To Form Only:

PIERCE COUNTY EXECUTIVE
John Ladenburg

21 Raymond M. Muench
22 Deputy Prosecuting Attorney

John Ladenburg
Approved Vetoed
this 1 day of Nov, 2002.

23
24 John Ladenburg
Risk Management

25 Date of Publication of
26 Notice of Public Hearing: October 9 and 16, 2002

27 Effective Date of Ordinance: November 11, 2002

1 EXHIBIT "A" TO ORDINANCE NO. 2002-83s

2
3 In the Matter of the Application of)
4 the City of Gig Harbor, a municipal)
5 corporation of the State of Washington,)
6 for a Franchise to construct, operate,)
7 and maintain water pipelines for a)
8 water system under and along certain)
9 public roads and highways in Pierce)
10 County, Washington)

EXHIBIT "A"

F R A N C H I S E

11 Application of the City of Gig Harbor, a municipal corporation
12 of the State of Washington, for a nonexclusive Franchise to
13 construct and maintain water pipelines with appurtenances for a
14 water system under and along certain public roads and highways in
15 Pierce County, Washington, as hereinafter set forth, having come on
16 regularly for hearing before the County Council of Pierce County,
17 Washington, under the provisions of Chapter 36.55, Revised Code of
18 Washington (RCW);

19 NOW, THEREFORE, IT IS ORDERED, that a Franchise be, and the
20 same is, hereby given and granted to the City of Gig Harbor, a
21 municipal corporation of the State of Pierce County, Washington,
22 hereinafter called the "Grantee," for a term of fifteen years from
23 and after the date of filing this Franchise with the Clerk of the
24 Pierce County Council.
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1 This Franchise is a license for the privilege and authority to
2 construct, maintain, and operate for the said period of time, a
3 water pipeline with appurtenances for a water system under and
4 along the public roads and highways and other County-owned property
5 in Pierce County, Washington, as follows:
6

7 The Southeast quarter of Section 25, Township 22 North,
8 Range 1 East, W.M.
9

10 The Northeast quarter, the Southeast quarter, and the East
11 half of the Southwest quarter of Section 36, Township 22
12 North, Range 1 East, W.M.
13

14 The Northeast quarter and the north half of the Southeast
15 quarter of Section 1, Township 21 North, Range 1 East, W.M.
16

17 The Northwest of the Southwest, the Southwest of the Southwest
18 and the Southeast of the Southwest quarter of Section 31,
19 Township 22 North, Range 2 East, W.M.
20

21 All of Section 6, Township 21 North, Range 2 East, W.M.,
22 except the East half of the East half of said section.
23

24 The South half of the Southwest of the Northeast quarter of
25 Section 7, Township 21 North, Range 2 East, W.M.
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The Southwest quarter of Section 16, Township 21 North, Range 2 East, W.M.

The East half of the Southeast quarter of Section 17, Township 21 North, Range 2 East, W.M.

The Southwest quarter of Section 32, Township 22 North, Range 2 East, W.M.

The Southwest quarter of the Southeast quarter of Section 32, Township 22 North, Range 2 East, W.M.

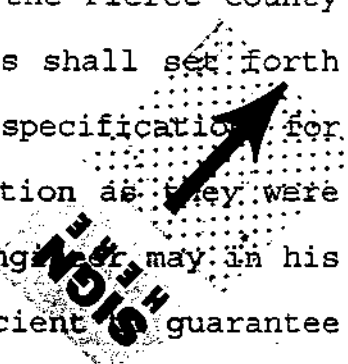
The East half of the Northwest quarter of Section 5, Township 21 North, Range 2 East, W.M.

The West half of the Northeast quarter of Section 5, Township 21 North, Range 2 East, W.M.

The Northeast quarter of Section 17, Township 21 North, Range 2 East, W.M.

The South half of the Southeast quarter of Section 8, Township 21 North, Range 2 East, W.M.

1
2 In the construction and installation of water system
3 appurtenances and the excavation of trenches on County roads for
4 the purposes of laying, relaying, connecting, disconnecting, and
5 repairing mains and pipes and making connections between the same
6 to the dwellings and other buildings of the consumers, the Grantee
7 shall be governed by and conform to the general rules adopted by
8 Pierce County Public Works and Utilities - Transportation Services
9 of Pierce County, Washington; and the Grantee, at no expense to the
10 County, shall complete all such work and shall repair the County
11 roads and leave the same in as good condition as before the work
12 was commenced; provided, however, that no such work shall be done
13 prior to obtaining permits therefore issued by the Pierce County
14 Engineer (hereinafter "Engineer"), which permits shall set forth
15 conditions pertaining to the work to be done and specifications for
16 the restoration of the roads to the same condition as they were
17 prior to such work; and provided further, the Engineer may in his
18 or her discretion require a bond in a sum sufficient to guarantee
19 to Pierce County that such roads shall be restored to the same
20 condition as existed prior to such work. If the Grantee does not
21 repair the County roads to the satisfaction of the Engineer, Pierce
22 County Public Works and Utilities - Transportation Services may, at
23 its sole discretion, repair such County roads, or cause them to be
24 repaired, and the Grantee hereby agrees to reimburse the County of
25 Pierce for the cost of such work, including overhead costs.



26
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1 Before any work is performed under this Franchise, which may
2 affect any existing monuments or markers of any nature relating to
3 section subdivisions, plats, roads, and all other surveys, the
4 Grantee shall reference all such monuments and markers in
5 accordance with RCW 58.09.130. The reference points shall be so
6 located that they will not be disturbed during the Grantee's
7 operations under this Franchise. The method of referencing these
8 monuments or other points to be referenced shall be approved by the
9 Engineer. The replacement of all such monuments or markers
10 disturbed during construction shall be made as expeditiously as
11 conditions permit, and as directed by the Engineer. The cost of
12 monuments or other markers lost, destroyed, or disturbed, and the
13 expense of replacement by approved monuments shall be borne by the
14 Grantee.

15
16 II

17 The water mains and pipes shall be laid down as directed by
18 the Engineer at a depth of not less than 36 inches below the
19 surface of the ground under and along the County roads, and in such
20 a manner as not to interfere unnecessarily with the construction of
21 sewers and drains, or with the grading of the County roads. All
22 surface appurtenances to the water system shall be installed or
23 constructed as approved by the Engineer.

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III

All work done under this Franchise shall be done in a thorough and professional manner. In the laying of water pipes and conduits and the digging of ditches therefore, the Grantee shall leave ditches in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to ensure that damage or injury shall not occur or arise by reason of such work; and that where any ditches or trenches are left open at night, the Grantee shall place at all crossings suitable lights in such a position to guard against danger, and the Grantee shall be liable for all property damage or personal injury which may be caused by reason of any injury sustained through Grantee's negligence by reason of any person, animal, or property being injured through any negligence of the Grantee, or by reason of any damage caused through the neglect to properly guard any ditches or trenches dug or maintained by the Grantee. The Engineer may specify actions to be taken to insure the safety of the public, and the Grantee shall comply with such specifications.

IV

Pierce County, in the granting of this Franchise, does not waive any rights which it now holds or may hereafter acquire, and shall not be construed to deprive Pierce County of any powers, rights, or privileges which it now has or may hereafter acquire, including the right of eminent domain, to regulate the use and control of the County roads covered by this Franchise, or to go

1 upon any and all County roads and highways for the purpose of
2 constructing and improving the same in such a manner as Pierce
3 County or its representatives may elect.

4
5 V

6 Grantee shall provide a certificate of insurance showing
7 evidence of commercial general liability and property damage
8 liability insurance, which includes, but is not limited to, the
9 operations of the Grantee, the Grantee's protective liability,
10 products-completed operation's coverage, broad form blanket
11 contractual liability:

12	<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
13	Commercial General Liability Insurance	\$2,000,000 Each
14	Bodily Injury Liability	Occurrence
15	Property Damage Liability	\$2,000,000 Each Occurrence
16	or	
17	COMBINED SINGLE	
18	LIMIT COVERAGE OF	
	\$2,000,000	
19	Automobile Liability	\$1,000,000 Each Person \$3,000,000 Each Accident

20
21 The general requirements of the policy shall contain:

22
23 Pierce County is named as an additional insured in this
24 Franchise, to applicable coverage.

25 In the event of non-renewal, cancellation, or material change
26 in the coverage provided, 30 days written notice shall be furnished
27 to the County prior to the date of non-renewal, cancellation, or

1 change. Such notice shall be sent to Engineer, Pierce County
2 Public Works and Utilities - Transportation Services, 2401 South
3 35th Street, Room 150, Tacoma, Washington 98409.

4
5 Pierce County has no obligation to report occurrences to the
6 insurance companies unless a claim is filed with the Pierce County
7 Council; and Pierce County has no obligations to pay premiums.

8
9 The Grantee's insurance policies shall contain a
10 "cross-liability" endorsement substantially as follows: The
11 inclusion of more than one Insured under this policy shall not
12 affect the rights of any Insured with respect to any claim, suit,
13 or judgment made or brought by or for any other insured or by or
14 for any employee of any other Insured. This policy shall protect
15 each Insured in the same manner as though a separate policy has
16 been issued to each, except that nothing herein shall operate to
17 increase Grantee's liability beyond the amount or amounts for which
18 Grantee would have been liable had only one Insured been named.

19
20 Grantee's insurance is primary over any insurance that may be
21 carried by Pierce County. Grantee agrees to provide proof of
22 insurance each year to Pierce County.

1 Grantee agrees to defend, indemnify, and save harmless Pierce
2 County, its appointed and elected officials and employees, from and
3 against all loss or expense, including but not limited to,
4 judgments, settlements, attorney's fees, and costs by reasons of
5 any and all claims and demands upon the County, its elected or
6 appointed officials or employees for damages because of personal or
7 bodily injury including death at any time resulting therefrom,
8 sustained by any person or persons, and on account of damage to
9 property including loss of use thereof, whether such injury to
10 persons or damage to property is due to the negligence of the
11 Grantee, its contractors, its or their employees or agents, Pierce
12 County, its appointed or elected officers, or its employees or
13 agents, except only such injury or damage as shall have been
14 occasioned by the sole negligence of Pierce County, its appointed
15 or elected officials or employees.

16

17 If the claim, suit, or action for injuries, death, or damages,
18 as provided for in the preceding paragraph of this Franchise
19 agreement, is caused by or results from the concurrent negligence
20 of (a) Pierce County or Pierce County's agents or employees, or (b)
21 the Grantee, or the Grantee's agents or employees, the indemnity
22 provisions provided for in the preceding paragraph of this
23 Franchise shall be valid and enforceable only to the extent of the
24 Grantee's negligence.

25

26

27

1 upon notice, change the location or adjust the elevation of its
2 facilities so that such facilities shall not interfere with such
3 County Projects.

4
5 When relocation of Grantee's facilities is required by such
6 County Projects, the following procedures shall be followed:

- 7
- 8 1. Pierce County shall make available to Grantee a list of
9 anticipated projects for each new budget period as soon
10 as is reasonably possible.
 - 11
12 2. Pierce County shall provide to Grantee two sets of
13 preliminary plans for individual projects as soon as such
14 plans are developed to a state of reasonable certainty,
15 and shall advise Grantee of the anticipated date of start
16 of work on such projects.
 - 17
18 3. Grantee shall, when requested by Pierce County in
19 writing, locate their facilities in the field, show those
20 locations on one set of the preliminary plans provided,
21 and return that set to Pierce County Public Works and
22 Utilities - Transportation Services within four weeks of
23 receiving the written request.
- 24
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1 4. Pierce County shall provide to Grantee final plans for
2 such projects as soon as such plans are available and
3 shall confirm or correct the anticipated date of start of
4 work on such projects.

5
6 5. Pierce County shall assist Grantee in determining how its
7 facilities shall be relocated. Such assistance by Pierce
8 County shall include, at a minimum, copies of plans (as
9 required above) and specifications for such County
10 Projects, and information known to Pierce County as to
11 existing survey control available for location of such
12 County projects. Such assistance shall not subject
13 Pierce County to any liability for the costs of
14 relocating the subject facilities a second time if
15 Grantee incorrectly relocated its facilities the first
16 time.

17
18 6. When requested, Pierce County and Grantee shall meet to
19 discuss how County Projects and utility relocations can
20 be accomplished with the least impact on the other.
21 Pierce County's decision shall be final in such matters,
22 but shall not be unreasonable.

1 7. Relocation of Grantee's facilities shall be completed in
2 a timely manner defined as follows:

3
4 Relocation of Grantee's facilities shall normally
5 be accomplished in advance of County Projects. In
6 the event relocation of Grantee's facilities is
7 done concurrently with such Projects, Pierce County
8 shall be so notified and agree to a written
9 schedule for relocation. Compliance with such a
10 written schedule shall be Grantee's duty. In no
11 event shall relocation of Grantee's facilities
12 interfere with County Projects.

13
14 8. If Grantee does not relocate its facilities in a timely
15 manner as required above, Pierce County may relocate, or
16 cause to be relocated, such facilities of Grantee as
17 Pierce County deems necessary, and in the manner Pierce
18 County deems necessary, in its sole discretion. Grantee
19 hereby indemnifies and holds Pierce County, its
20 employees, officers, officials, and agents totally free
21 and harmless from all and any liability that may arise
22 from damages caused by the relocation by Pierce County of
23 the facilities of Grantee, even if such damages and
24 liability arise from the negligence of Pierce County, its
25 employees, officers, officials, and agents.

1 9. Grantee hereby indemnifies and holds harmless Pierce
2 County, its officers, officials, and employees, from
3 damages that may arise from Grantee's failure to relocate
4 its facilities in accordance with the dates for
5 completion of relocation of facilities set forth above,
6 or any other act or omission by Grantee, its
7 contractor(s), agents, officers, or employees related to
8 the provisions of this Franchise.
9

10 10. It shall be conclusively presumed that Pierce County will
11 have suffered damages as a result of exercising its
12 rights as set forth in Item 8 above, and compensation for
13 such damages will be difficult to ascertain, and
14 therefore, Grantee shall compensate Pierce County for
15 such damages in the amount of twice the amount of the
16 cost of such relocation of Grantee's facilities by Pierce
17 County.
18

19 11. The exercise of its rights, as set forth in Item 8 above,
20 by Pierce County in no way relieves Grantee of completing
21 and/or finalizing the relocation of its facilities at no
22 expense to Pierce County if the relocation work done by
23 Pierce County is incomplete.
24
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1 12. In the event a lawsuit is brought by Pierce County
2 against Grantee to collect damages presumed under Item 10
3 above for the exercise by Pierce County of its rights
4 under Item 8 above Grantee hereby agrees the only issue
5 will be the actual cost to Pierce County for relocating
6 Grantee's facilities. The party prevailing in such an
7 action shall be allowed its legal fees and costs.
8

9 VIII

10 The Grantee shall not sell, transfer, or assign this Franchise
11 without first notifying the Council of Pierce County. The terms
12 and conditions set forth herein shall be binding on Grantee's
13 successors and assigns unless otherwise amended by the Council of
14 Pierce County.
15

16 IX

17 This Franchise is granted upon the further express condition
18 that it shall not be an exclusive Franchise and shall not, in any
19 manner, prohibit the County of Pierce from granting any other
20 Franchise under and along any of the said County roads of any kind
21 and character or territories that may be deemed proper by the
22 Pierce County Council, and this Franchise shall not in any way
23 prevent the County of Pierce from using the County rights-of-way,
24 or affect the jurisdiction over them, and every part of them by the
25 County of Pierce with full power to make the necessary repairs,
26 changes, and alterations in the same and like manner as though this
27 Franchise had never been granted.

1 Pierce County reserves for itself the right to so change,
2 amend, modify, or amplify this Franchise to conform to any State
3 statute, order of the Washington Utilities and Transportation
4 Commission, or County regulation, ordinance, or right-of-way
5 regulation, as may hereafter be enacted, adopted, or promulgated.
6 And this Franchise may be terminated at any time upon 90 days
7 written notice to the Grantee to terminate this Franchise if
8 Grantee fails to comply with its terms and conditions, or if
9 Grantee fails to comply with such changes, amendments,
10 modifications, or amplifications and upon termination Pierce County
11 shall have a lien upon all equipment and materials erected or
12 placed under this Franchise, which lien may be enforced to
13 reimburse Pierce County for any reasonable expenses and payments
14 incurred in terminating this Franchise, and to cure defaults by the
15 Grantee.

16
17 Grantee agrees to and shall provide available financial
18 information to the County upon reasonable request. Grantee agrees
19 to and shall during regular business hours and at its office
20 located in Pierce County, Washington, allow agents of Pierce County
21 access for inspection and reproduction of all of Grantee's business
22 records, gross revenue reports, or rules and regulations relevant
23 to a determination of the gross revenues received by Grantee from
24 the area served by the facilities permitted by this Franchise.

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X

In the event that the territory covered by this Franchise shall at any time during the Franchise period be included within the limits of any incorporated city or town, the authorities of said city or town shall have the right, to be exercised at their discretion, to acquire by purchase or condemnation, any part of such pipes, conduits, and water system, other than transmission lines, at a price to be based upon the reasonable value of the same at the time, without any additional value for the Franchise or any unexpired period thereof, and upon such acquirement, this grant and Franchise shall immediately terminate, only for portion of the service area to be incorporated.

XI

Grantee acknowledges that Pierce County Charter Section 9.20, Franchises, provides in part: "... All Franchises shall be subject to the right of the County, or the people acting for themselves through referendum, to repeal for cause, amend, or modify the Franchise in the interest of the public" and agrees to said condition.

XII

Any failure to render adequate service to the patrons of said water system, or the discontinuance of such water services without fault on the part of the patron or patrons involved, for a period of 30 days, shall work a forfeiture of this Franchise, at the discretion of the Pierce County Council, unless the failure should result from causes beyond human control.

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XIII

Venue and jurisdiction for any controversy arising from the Franchise shall be in Pierce County, Washington.

XIV

Grantee shall provide full acceptance of this Franchise and all its terms and conditions by filing a signed copy of the Franchise with the Clerk of the Pierce County Council, within 30 days from November 11, 2002. This requirement shall be a condition precedent to the Franchise taking effect. If Grantee does not provide a signed copy of the Franchise as set forth in this Section, this Franchise shall be null and void.

Pursuant to RCW 36.55.080, a copy of this Franchise shall be recorded in the Office of the Pierce County Auditor.

DATED at Tacoma, Washington, this _____ day of _____, 2002.

John W. Ladenburg,
PIERCE COUNTY EXECUTIVE

The City of Gig Harbor accepts and agrees to comply with all the terms and conditions of this Franchise.

Name
Mayor
Title
City of Gig Harbor
Company, Corporate Name,
or Individual

Date



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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: GIG HARBOR CIVIC CENTER
EASEMENT AGREEMENT
DATE: NOVEMEBR 25, 2002

INTRODUCTION/BACKGROUND

As part of the Civic Center construction project, two below-ground utility vaults have been constructed on City property to serve the electrical needs of the City Civic Center. In order to complete the installation of their electrical appurtenances, Peninsula Light Company is required to obtain an easement from the City. The easement shall be 15 feet wide and approximately 25 feet long.

This easement agreement has been reviewed by the City attorney and found to be acceptable.

Council approval of the easement agreement is being requested.

FISCAL CONSIDERATIONS

No funds will be expended for the acquisition of the described easement.

RECOMMENDATION

I recommend the Council accept the attached easement agreement.

AFTER RECORDING, RETURN TO:

**The City of Gig Harbor
Attn: City Clerk
3510 Grandview Steet
Gig Harbor, WA 98335**

Document Title: **EASEMENT AGREEMENT**

Grantor: **City of Gig Harbor**

Grantee: **Peninsula Light Company**

Legal Description: **As described in Exhibit "A" on page 6**

Property Tax Parcel No.: 0221083118

Reference no. of Documents Assigned or Released: _____

AFTER RECORDING RETURN TO:
Mr. Joel C. Merkel
999 3rd Ave., Suite 2525
Seattle WA 98104-4032

PAGE 2

E A S E M E N T

THIS EASEMENT AGREEMENT is made this ___ day of _____, 2002, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as the "Grantor") and Peninsula Light Company, a Mutual Corporation; (hereinafter referred to as the "Grantee")

In consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the performance by the parties of the covenants, terms and conditions hereinafter set forth, Grantor hereby conveys and warrants to the Grantees the following easement.

Section 1. A nonexclusive, perpetual right-of-way and easement, which easement shall be located in the area legally described in Exhibit A, which is attached hereto and incorporated herein by this reference. Such nonexclusive, perpetual right-of-way and easement is granted for the purpose of installing, operating, maintaining and constructing two underground vaults and a system of underground electric power cables and appurtenances under, through and across the real property legally described in Exhibit A.

Section 2. This easement is granted subject to and conditioned upon the following terms, conditions and covenants, which the parties agree to faithfully and fully observe and perform.

- A. The ground grade of the easement area shall not be altered in excess of six (6) inches from the finished grade (Or, "The ground grade of the easement area shall not be altered in excess of six (6) inches from the finished grade, which shall also be the grade established by the Grantees upon completion of the installation of the "Underground Electrical System").
- B. Before any permanent objects may be placed on the surface of the easement area, both parties shall consent in writing to such placement. The easement area may be occupied by other temporary objects only so long as they will not endanger any part of the System and or/its construction and maintenance, nor shall such temporary objects interfere with either party's use of the easement area. Nothing herein contained shall prevent the Grantor's use of the easement area, as long as such use does not interfere with the Grantee's use as described in this Easement Agreement.

- C. The Grantees shall bear all costs and expenses relating to the installation and construction of the System.
- D. In the event that the Grantees ceases to use the System for a period of five (5) successive years, this Agreement and all of the Grantees; rights shall terminate and revert to the Grantor. Upon termination, Grantees shall promptly remove the System from the easement area, and if necessary, take such other mutually agreeable measures to minimize the impact of the System on the property. Such work, removal and restoration shall be done at the sole cost and expense of the Grantees and in a manner satisfactory to Grantor. If the Grantees fail to remove the System as required by this Section, the Grantor may, after ninety days notice to Grantees, remove the System and take such other measures at the expense of the Grantees, and the Grantor shall not be liable to the Grantees therefore.
- E. Grantor reserves all rights with respect to its property and the easement rights herein, including, without limitation, the right to grant easements, licenses and permits to others subject to the rights granted to the Grantees in this Easement.
- F. Grantee shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Grantees and the City, its officers, officials, employees, agents and volunteers, the Grantees liability hereunder shall only be to the extent of the Grantees negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantees' 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 Grantees' waiver of immunity under the provisions of this section does not include, or extend to, any claims by the Grantees' employees directly against the Grantees.

- G. During the course of any of Grantees' construction activities or other substantial activities on Grantor's property and prior to the commencement thereof, the Grantees warrant to the Grantor that they shall have in place and maintain public liability insurance in amounts sufficient to cover its activities.
- H. Grantee shall not have the right to assign apportion or otherwise transfer any or all of its rights benefits or privileges arising in

and under this Easement Agreement without the written consent of the Grantor.

- I. Grantees shall exercise their rights under this Easement Agreement so as to minimize, and avoid if reasonably possible, interference with the Grantor's use of the property. Grantees shall at all times conduct its activities on Grantor's property in a manner consistent with applicable law, and so as not to obstruct or endanger Grantor's operations or facilities.

EXECUTED as of the date herein above set forth.

Refer to Exhibits "A" and "B" for easement area description.

DATED this _____ day of _____ 20____.

GRANTOR:

The City of Gig Harbor

By _____
Its Mayor

GRANTEE

Peninsula Light Company

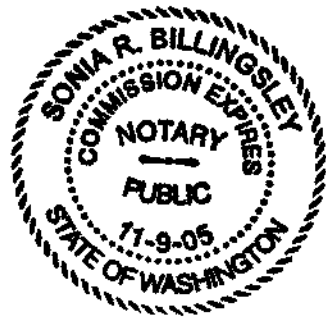
By Debbie Newik
Its AGENT

Notary Acknowledgements on the next page

STATE OF WASHINGTON)
) ss.
County of PIERCE)

I certify that I know or have satisfactory evidence that DEBBIE NERVIK (is/are) the person(s) who appeared before me, and said person(s) acknowledged that SHE signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11/7/02



Sonia R. Billingsley
Signature
Printed Name: SONIA BILLINGSLEY
My appointment expires: 11/9/05

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT "A"

Commencing at the Point of Beginning being the two inch brass disk in case on parcel #0221083118; thence S 87degrees36'51" E a distance of 13.27'; thence S 02 degrees 23' 09" a distance of 6.62' to the True Point of Beginning; thence S 87 degrees 36' 51" a distance of 15'; thence S 02 degrees 23' 09" a distance of 25'; thence N 87 degrees 36' 51" a distance of 15'; thence N 02 degrees 23' 09" a distance of 25' back to the True Point of Beginning.

EXHIBIT "B"

TBM. SET PK NAIL
IN ASPHALT. ELEV.=287.15



FD 5/8" REBAR
AND CAP, ILLEGIBLE



TRUE POINT OF
BEGINNING

FOUND 2" BRASS
DISK IN CASE



S87°36'51"E
13.27'

POINT OF
BEGINNING

S02°23'09"W
6.62'

S87°36'51"E

15.00'



N02°23'09"E
25.00'

VAULT
AREA

S02°23'09"W
25.00'

N87°36'51"W

15.00'

UTILITY VAULT EASEMENT



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *mark*
DAVID RODENBACH, FINANCE DIRECTOR *DR*
DATE: NOVEMBER 18, 2002
SUBJECT: EMPLOYEES' AND SUPERVISORY EMPLOYEES' GUILD
CONTRACTS

INTRODUCTION

These contracts are on the consent agenda because approval is needed before the 2003 budget is passed.

Contracts with both guilds expire December 31, 2002. The city negotiating team (Steve Ekberg, Frank Ruffo, Mark Hoppen and David Rodenbach) reviewed contract proposals from both guilds and has negotiated the attached contracts. These are three year contracts and will take effect January 1, 2003.

FINANCIAL

The contracts as presented adjust the salary ranges according to the comparable cities the City has been using over the last 3 years. The comparable cities are: Bonney Lake, Fife, Fircrest, Lakewood, Port Orchard, Puyallup, Sumner and University place. Both contracts include a 2.0 percent cost of living adjustment (COLA) effective January 1, 2003 and COLA's based upon the June CPI-W in 2004 and 2005. The contracts provide a minimum and maximum COLA of 2 percent and 4 percent in each year.

The contracts increase the vacation accrual rate for employees hired after February 1, 1993 to 208 hours (the current rate is limited to 160 hours per year). The accrual rate for employees hired prior to February 1993 remains at 208 hours per year. The contracts also add a second floating holiday, increase the safety boot allowance from \$150 to \$200 and add prescription safety glasses to the list of safety equipment.

RECOMMENDATION

Staff recommends approval of these contracts.

AGREEMENT

By and Between

CITY OF GIG HARBOR

And

GIG HARBOR EMPLOYEES' GUILD

~~2000~~ 2003

PREAMBLE

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer", and the Gig Harbor Employees' Guild, hereinafter referred to as the "Guild". The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article I herein.

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Department of Labor and Industries in Case No. 09524-E-91-01579, issued July 20, 1992. The bargaining unit covered by this Agreement shall include those regular employees working full time as non-uniformed personnel for the Employer, but shall not include those employees within the Police Officer's Guild or supervisory or confidential employees, including the Chief of Police, Police Lieutenant, Police Sergeant, City Administrator, City Clerk, ~~Public Works Director, Public Works Supervisor, Sewer Wastewater Treatment Plant Supervisor, Planning Director~~ Community Development Director, Information Systems Manager, Director of Operations, City Engineer, Planning/Building Manager, Marketing Director and Finance Director. The position of Police Services Specialist, through inclusion in this contract, waives the right to also participate in Civil Service.

ARTICLE II - MEMBERSHIP

Section 1. All employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this Agreement shall as a condition of employment remain members of the Guild in good standing for the term of this Agreement.

Section 2. The Employer agrees to deduct monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with

respect to such deductions.

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

ARTICLE III - NONDISCRIMINATION

Section 1. The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

Section 2. No employee covered by this Agreement shall be discriminated against because of his/her membership or nonmembership in the Guild, or lawful activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

ARTICLE IV - HOURS OF WORK AND OVERTIME

Section 1. Normal workweek. The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

Section 2. Overtime. Overtime as used in this Agreement shall mean that time an employee works in excess of the normal forty (40) hour workweek. Compensation for overtime shall be as set forth in subsections A through G of this article.

- A. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- B. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked on Monday through Saturday inclusive (or the employee's regular work week and the following day). Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a regular work week (Sunday for employees working a normal Monday through Friday work week).
- C. Employees will receive a minimum of 3 hours pay (straight time or overtime as determined according to Section 2b above) for work requiring a return to work from home during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above.

- D. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.
- E. The Employer shall have the discretion to grant compensatory time off in lieu of paid overtime. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer and the Employee. Accrued compensatory time off shall be used at a time mutually agreeable to Employer and the Employee. Employees may accrue a maximum of 80 compensatory time-off hours. If the employee works over time hours and has reached his/her maximum compensatory time hours, he/she shall be paid his/her regular pay according to Section 2b above.
- F. ~~E.~~—Any employee required to return to work while on vacation shall earn pay at the employee's overtime rate for his/her scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.
- F. When a member of the Guild completes an unscheduled shift in which 4 or more hours fall between the hours of 6:00 P.M. and 6:00 A.M. he/she shall be entitled to overtime pay according to Article IV, section 2 for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours notice must be given to the employee prior to the start of the shift

Section 3. Workweek. The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

ARTICLE V - WAGE RATES

Section 1 Wages and Salary Survey.

- A. **Wages.** Effective January 1, 2000 ~~2003~~, members of the Guild shall receive a cost-of-living increase in their salaries of ~~three and two tenths two percent (3.2%) (2.0%)~~. The salary schedule (see Attachment "A"), reflects adjustments required due to the salary range adjustment and to the cost of living increase for ~~2000 2003~~. ~~The salary schedule will be adjusted for the June Seattle-Tacoma-Bremerton CPI-W effective January 1, 2001, and January 1, 2002.~~

Effective January 1, 2004, members of the Guild shall receive a cost of living wage increase in the salaries based on 100% of the annual increase of the June 2003 Seattle-Tacoma-Bremerton CPI-W, but not less than 2% nor greater than 4%.

Effective January 1, 2005, members of the Guild shall receive a cost of living wage increase in the salaries based on 100% of the annual increase of the June 2004 Seattle-Tacoma-Bremerton CPI-W, but not less than 2% nor greater than 4%.

B. Salary Survey. The City shall initiate a salary survey of employee wage rates prior to January 1, 2002 of each contract year, ~~which, which~~ shall analyze the appropriate wages for ~~employee positions-members~~ relative to a selected group of cities determined by the City (~~which was utilized for the City's 1999 Salary Survey~~). The results of this survey shall be compared with the 2001 current-year salary ranges of ~~City employees- Guild members~~ at that time, and if the survey results disclose that the 2001 salary range midpoint for any ~~Guild position~~ Guild position is two and one-half percent (2.5%) or more below the survey range mid-point for that position, then the City will:

1. Adjust the 2001 salary range midpoint for an identified position to conform to 100% of the salary survey midpoint.
2. Construct a salary range for this identified position around the adjusted salary midpoint, consistent with the City's past practice.

Section 2. Salary range. Movement within each salary range shall be governed by the City's Personnel Regulations as shown within Attachment "B".

Section 3. Mileage. Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

Section 4. Education reimbursement. Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to a maximum rate of one hundred sixty (\$160.00) dollars per credit hour for undergraduate courses and two hundred fifty (\$250.00) dollars per credit hour for graduate courses. The city agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

Section 5. Meal Pay. If an employee is required to work through any meal period he/she shall receive a reasonably priced meal. The employer shall provide the meal or reimbursement.

Section 6. SeveranceSeverance Notice and Support. The employer shall provide three months notice for employees whose positions will be eliminated due to lack of work, budgetary restraints, or other organizational changes and shall provide up to \$1500 in direct payment for career counseling or re-training with the funds approved and designated by the employer within the three month period prior to termination for each employee who has received notice of termination. Approved and designated funds shall be available and may be expended solely within twelve (12) months of the notice of termination.

ARTICLE VI - VACATIONS

Vacations with pay shall be granted annually to all full-time employees ~~who were employed prior to February 1, 1993~~ based upon the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

~~Employees who began employment on February 1, 1993 or thereafter shall earn vacation according to the following schedule:~~

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

~~During months 13 - 120 (2nd through 10th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 160 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.~~

ARTICLE VII - HOLIDAYS

The following holidays shall be recognized by the city as city holidays:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
*2 Floating Holidays	(taken at employee's discretion)

* An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day preceding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

ARTICLE VIII - MEDICAL BENEFITS

Section 1. The Employer shall pay 100% of the monthly premium for the following benefit plans for the Guild employee and eligible dependents:

- 1) Medical - Association of Washington Cities Plan- A with orthodontia and chiropractic coverage.
- 2) Dental - AWC Trust (Plan A - Washington Dental Service).
- 3) Vision - AWC Trust (Western Vision Service Plan).

ARTICLE IX - LEAVES

Section 1. Sick leave. Full-time employees shall accrue sick leave at the rate of one day per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury, disability or for care of dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

Section 2. Return to work. A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason was personal illness as cited in WAC 356-18-060 (1)(a), (b), or (c), and continued for more than four continuous workdays.

Section 3. Sick leave bonus. An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

Section 4. Use of sick leave. Sick leave may be used for the following:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b. Medical or dental treatment of the employee or his/her dependents.
- c. Illness within the immediate family (spouse or dependents) necessitating the employee's absence from work).
- d. Maternity or paternity purposes relating to childbirth or related circumstances.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

Section 5. Bereavement Leave. A regular full-time employee may be granted up to five (5) days of leave without loss of pay because of death of a member in the immediate family. Leave over five days per death shall be charged to Sick Leave. For purposes of this section, immediate family shall be defined as husband, wife, children, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee and others as authorized by the City Administrator.

Section 6. Military Leave. In accordance with ~~RCW 38.40.060~~ RCW 38.40.060, eligible employees shall receive employer pay up to fifteen (15) days during each calendar year.

Section 7. Jury Duty. While on jury duty, or while appearing as a legally required witness, any jury duty pay received by the employee during such leave shall be deducted from the employee's base pay. Travel time will be granted in the calculation of this deduction.

Section 8. Funeral Participation. An employee may be granted up to three (3) hours time off, without loss of pay, accrued vacation, or sick leave, to participate in a funeral ceremony when first approved by the respective department head.

Section 9. Voting. When an employee's work schedule is such that he/she cannot vote prior to or after the normally scheduled working hours, he/she shall be allowed time off to vote without loss of pay, accrued vacation, or sick leave.

Section 10. Emergency call-outs. Emergency call-outs before and after normal working hours. Employees shall be given the discretion to take up to six hours for rest after being called out for emergency work. Any normal work hours missed during this rest period shall be considered as sick leave time. The rest period time shall be deducted from the employee's accumulated sick leave. Any time taken in addition to the ~~six hours~~ six-hour rest period shall be considered vacation time and shall be deducted from the employee's accumulated vacation time. Time taken for a rest period shall not be counted against the employee's time earned towards a bonus day off as described in Section 3 of this Article.

ARTICLE X - BENEFIT PLAN

Section 1. Statewide pension plan. The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

Section 2. Substitute Social Security Plan. The City shall provide and maintain a benefit plan as a substitute for Social Security benefits. The City Administrator, with guild advisement, shall select the corporation(s) that will manage these benefits. The plan shall consist of three benefits:

- a. Long-term disability;
- b. Life insurance; and
- c. A deferred compensation plan for retirement income.

Section 3. Workmen's Compensation. The city shall insure city employees with the State Workmen's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the workmen's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, ~~together with~~ together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall endorse such payments to the city.

ARTICLE XI - STAND-BY PAY

An employee scheduled for "standby status" shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay or compensation time at his/her overtime rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay or compensation time at his/her overtime hourly rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.
4. If the employee is called back to work while on stand-by, compensation shall be computed according to Article IV of this agreement.

Stand-by is defined as: The employee being available to respond to any call for City service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or his/her designee.

ARTICLE XII - RIGHT OF ACCESS--GUILD REPRESENTATION

Section 1. Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

Section 2. The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Guild meetings during the half hour of 7:30 a.m. to 8:00 a.m.

ARTICLE XIII - EMPLOYEE RIGHTS

Section 1. Any employee, when being questioned by his/her employer about matters that may result in discipline has the right to:

- A. Receive the specific nature of the charge or allegation against him/her in writing.
- B. Have present his/her choice of the Guild Representative (who must be reasonably available). To a contract maximum of \$250 for all salary-related city expenses, the expense for guild representation shall be paid 50% by the employer and 50% by the Guild when the meeting is requested by the employer. Subsequent to exceeding the \$250 expense maximum, the Guild shall be solely responsible for representation expenses. The employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
- C. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- D. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

Section 2. City's Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department.

Section 3. Maintenance of city services. In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of guild members in order to insure, in the city's immediate discretion, the safe maintenance of city services.

Section 4. Failure to comply with Section 3. Any employee refusing to comply with the conditions of Section 3 above will be subject to immediate dismissal.

ARTICLE XIV - GRIEVANCE PROCEDURES

Grievance defined: A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

Step One - The Respective Department Head.

The grievance in the first instance will be presented to the respective department head in writing within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One.

Step Two - City Administrator.

If the respective department head does not adjust the grievance to the Complainant's satisfaction within ten (10) working days from the time the grievance was submitted in Step One, then the grievance may be presented to the City Administrator within five (5) working days (15 days after submittal of the grievance to the department head). The grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

Step Three - Mediation.

In the event the grievant, Guild and Employer are not able to resolve the grievance to the employee's satisfaction at Step Two, the parties may request the assistance of the State Mediation Service.

Step Four - Arbitration.

A grievance may be submitted to arbitration by a written demand for arbitration delivered within ten (10) working days following the decision rendered in Step Two. Within ten (10) working days after delivery of the demand for arbitration, the Employer shall select one (1) person and the Guild shall select one (1) person. Within five (5) working days, such selected persons shall then select a third impartial person who shall serve as chairman of the Arbitration Panel. A majority

decision of the Arbitration Panel shall be made in writing within twenty (20) working days following the conclusion of the Arbitration hearing(s). Such decision shall be final and binding on both the Guild and the Employer. The authority of the Arbitration Panel is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. Each party shall be responsible for their own costs and the fees and costs of the arbitrator appointed by them. The fees and costs of the third neutral arbitrator shall be borne equally between the Guild and the Employer.

ARTICLE XV - PERSONNEL POLICIES

Section 1. All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

Section 2. During the term of this Agreement, employees may submit a written request that his/her department head review that employee's job classification.

Section 3. An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 3%.

ARTICLE XVI - PERSONNEL RECORDS

The Employer and Guild recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

1. Whenever any paper is entered into an employee's personnel file, a copy of same shall be provided to the employee.
2. In the case of any paper which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the paper, in writing, and the employee response shall be included in the personnel file.
3. Each employee shall be allowed access to his personnel file for review of its contents at reasonable times and upon reasonable notice.
4. The Employer, through the department head, shall take measures to assure that, within the Guild, only legitimate supervisory and administrative personnel, and the employee, have access to the employee's personnel file. The confidentiality of personnel records is acknowledged to the extent permissible by law.

ARTICLE XVII - UNIFORMS AND EQUIPMENT

At the time of employment and as needed thereafter as determined by the department head, full time Police Services Specialists will be assigned the following uniform items:

1. 1 skirt, or 1 jumper, or 1 skort
2. 2 blouses and/or shirts
3. 1 vest
4. 1 pair of slacks

At the time of employment, and as needed thereafter as determined by the department head, full time employees except clerical employees and sewer treatment plant operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 7 short sleeve shirts
3. 3 long sleeve shirts
4. 1 pair safety shoes or boots (Not to exceed \$150 200 per year)
5. 3 jackets
6. 3 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

At the time of employment, and as needed thereafter as determined by the department head, full time sewer treatment plant operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts
3. 3 long sleeve shirts
4. 1 pair safety shoes or boots (Not to exceed \$150 200 per year)
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or a \$350 prescription safety glasses allowance for frames and lenses every other year and hard hats.

At the time of employment, and as needed thereafter, to be determined by the department head, full time employees who make periodic inspections including the Construction Inspector, Associate Engineer, Engineering Technician, Planning Associate, Associate Planner and the, Building Official/Fire Marshal, Assistant Building Official and Planning/Building Inspector will be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. 1 pair safety shoes or boots (Not to exceed \$~~150~~ 200 per year)
3. 1 winter jacket
4. 2 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trouser
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

The uniform shall meet the approval of the respective department head and all purchases shall be through his/her office's established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice his/her complete uniform.

The employer shall be responsible for laundering uniforms. Frequency of laundering uniforms shall be established by employer management policy.

ARTICLE XVIII - VACCINATIONS

The Employer shall provide those Employees who are subject to working in or around the Gig Harbor Sewer Treatment Plant or any areas subject to exposure to waste water with the proper and required vaccinations for Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department.

ARTICLE IX - LEAVE SHARING

As per Resolution 393, employees may extend their accrued vacation time to any employee to a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as unpaid FMLA leave.

ARTICLE XX - SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated to a mutually agreeable resolution for the purpose of adequate replacement.

ARTICLE XXI - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE XXI - TERM OF AGREEMENT

This Agreement is effective January 1, ~~2000~~2003, and shall continue in full force and effect to and including December 31, ~~2002~~2005.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this _____ day of _____, ~~1999~~2002.

CITY OF GIG HARBOR

GIG HARBOR EMPLOYEES' GUILD

Gretchen Wilbert, Mayor

Willy Hendrickson, Co-President

Mark Hoppen, City Administrator
President

~~Steven Bowman~~ Linda Gratzner, Co-

ATTEST:

~~Linda Gratzner~~ Greg Foote, Secretary

CITY OF GIG HARBOR

GIG HARBOR EMPLOYEES' GUILD

Gretchen Wilbert, Mayor

Willy Hendrickson

Willy Hendrickson, Co-President

Mark Hoppen, City Administrator

Linda Gratzer, Co-President

ATTEST:

Greg Foote

ATTACHMENT "A"

2000-2003 GIG HARBOR EMPLOYEE'S SALARY SCHEDULE

POSITION	2000-2003 RANGE	
	Minimum	Maximum
Project Engineer	3,809	4,761
Fire Marshal/Building Official	3,674-4,593	4,592-5,741
Senior Planner	4,303	5,379
Accountant	4,193	5,241
Associate Engineer	3,577-4,107	4,471-5,134
Assistant Building Official	3,996	4,995
Field Supervisor-(Foreman)	3,337-3,905	4,171-4,881
Planning-Associate Associate Planner	3,302-3,636	4,128-4,545
Information System Specialist	3,158	3,947
Planning / Building Inspector	3,095-3,468	3,869-4,335
Construction Inspector	3,091-3,468	3,865-4,335
Mechanic	3,427	4,284
Engineering Technician	3,062-3,371	3,828-4,214
Sewer-Wastewater Treatment Plant Operator	3,044-3,373	3,806-4,216
Court Administrator	3,020-4,042	3,774-5,053
Maintenance Worker	2,959-3,276	3,698-4,095
Public Works Assistant	2,663-2,942	3,328-3,678
Planning-Building Community Development Assistant	2,550-2,833	3,188-3,541
Finance Technician	2,512-2,964	3,140-3,705
Court Clerk	2,399-2,642	2,999-3,303
Laborer	2,389-2,631	2,987-3,289
Police Services Specialist	2,288-2,519	2,860-3,149
Community Development Public Works Clerk	2,092-2,304	2,615-2,880
Administrative Receptionist	2,092-2,304	2,615-2,880

Ranges includes a cost-of-living adjustment calculated at 3.22.0% (Seattle-Tacoma-Bremerton CPI-W for year ended (6/30/99).

ATTACHMENT "B"

PERSONNEL SALARIES

SALARY RANGES ADJUSTED ANNUALLY

1. The City Administrator shall brief the Mayor and City Council regarding timing and considerations for adjusting employee's compensation.
2. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
3. The City Administrator shall conduct annually a compensation survey (salary survey) in accordance with labor market and benchmark classifications.
4. The City Council shall give the Mayor and City Administrator policy guidance regarding adjustments to the employee compensation program, based on the following criteria:
 - a. Ability of city to pay;
 - b. Compensation survey information;
 - c. Changes in cost-of-living;
 - d. Desires of the employees;
 - e. Compensation adjustments for other employees.
5. The City Administrator shall make recommendations to the Mayor and City Council regarding salary range and fringe benefit modifications. Salary range adjustments shall be based on the compensation survey and the internal salary relationships.
6. Employees who have satisfactorily completed a six month employment probationary period shall be eligible for a performance pay increase from 0% to 5% and a one year employment probationary period shall be eligible for a performance pay increase from 0% to 8%.
7. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increase shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range (control point) the employee shall be eligible for merit/bonus compensation up to 5% of the employees annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.

MERIT/BONUS PAY

Employees shall be eligible for merit/bonus pay salary increases in accordance with the provisions set forth below:

1. Merit/bonus pay increases shall be within the city's budget in an appropriate fund within each Department's budget.
2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.
3. Merit/bonus pay salary increase shall be granted by the City Administrator and confirmed by the Mayor.

AGREEMENT

By and Between

CITY OF GIG HARBOR

And

GIG HARBOR EMPLOYEES' GUILD
SUPERVISORY BARGAINING UNIT

20002003

PREAMBLE

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer", and the Gig Harbor Employees' Guild Supervisory Bargaining Unit, hereinafter referred to as the "Guild". The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article I herein.

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Department of Labor and Industries in Case No. 09524-E-91-01579, issued July 20, 1992. The bargaining unit covered by this Agreement shall include the ~~Assistant Public Works Director, Public Works Supervisor~~ City Engineer, Director of Operations, Planning/Building Manager, Information Systems Manager and the Wastewater Treatment Plant Supervisor.

ARTICLE II - MEMBERSHIP

Section 1. All employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this Agreement shall as a condition of employment remain members of the Guild in good standing for the term of this Agreement.

Section 2. The Employer agrees to deduct monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits,

or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

ARTICLE III - NONDISCRIMINATION

Section 1. The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

Section 2. No employee covered by this Agreement shall be discriminated against because of his/her membership or nonmembership in the Guild, or lawful activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

ARTICLE IV - HOURS OF WORK AND OVERTIME

Section 1. Normal workweek. The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

Section 2. Overtime. Overtime as used in this Agreement shall mean that time an employee works in excess of the normal forty (40) hour workweek. Compensation for overtime shall be as set forth in subsections A through G of this article.

- A. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- B. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked on Monday through Saturday inclusive (or the employee's regular work week and the following day). Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a regular work week (Sunday for employees working a normal Monday through Friday work week).
- C. Employees will receive a minimum of 3 hours pay (straight time or overtime as determined according to Section 2b above) for work requiring a return to work from home during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above.
- D. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.

- E. The Employer shall have the discretion to grant compensatory time off in lieu of paid overtime. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer and the Employee. Accrued compensatory time off shall be used at a time mutually agreeable to Employer and the Employee. Employees may accrue a maximum of 80 compensatory time-off hours. If the employee works over time hours and has reached his/her maximum compensatory time hours, he/she shall be paid his/her regular pay according to Section 2b above.
- F. Any employee required to return to work while on vacation shall earn pay at the employee's overtime rate for his/her scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.
- G. When a member of the Guild completes an unscheduled shift in which 4 or more hours fall between the hours of 6:00 P.M. and 6:00 A.M. he/she shall be entitled to overtime pay according to Article IV, section 2 for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours notice must be given to the employee prior to the start of the shift.

Section 3. Workweek. The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

ARTICLE V - WAGE RATES

Section 1 Wages and Salary Survey.

- A. **Wages.** Effective January 1, ~~2000~~2003, members of the Guild shall receive a cost-of-living increase in their salaries of ~~three and two tenths~~two percent (3-22.0%). The salary schedule (see Attachment "A"), reflects adjustments required due to the salary range adjustment and to the cost of living increase for ~~2000~~2003. ~~The salary schedule will be adjusted for the June Seattle-Tacoma-Bremerton CPI-W effective January 1, 2001, and January 1, 2002.~~

Effective January 1, 2004, members of the Guild shall receive a cost of living wage increase in the salaries based on 100% of the annual increase of the June 2003 Seattle-Tacoma-Bremerton CPI-W, but not less than 2% nor greater than 4%.

Effective January 1, 2005, members of the Guild shall receive a cost of living wage increase in the salaries based on 100% of the annual increase of the June 2004 Seattle-Tacoma-Bremerton CPI-W, but not less than 2% nor greater than 4%.

- B. **Salary Survey.** The City shall initiate a salary survey of ~~employee wage rates~~the Community Development Director and Wastewater Treatment Plant Supervisor salary ranges prior to January 1, ~~2002~~of each contract year, which shall analyze the appropriate wages-salary range for employee-the Community Development Director and Wastewater Treatment Plant Supervisor positions relative to a selected group of cities determined by the City (which was utilized for the City's 1999 Salary Survey). The results of this

survey shall be compared with the ~~2004~~ current-year salary ranges of ~~City employees~~ the Community Development Director and Wastewater Treatment Plant Supervisor at that time, and if the survey results disclose that the ~~2004~~ salary range midpoint for the Community Development Director and Wastewater Treatment Plant Supervisor ~~any~~ Guild position is two and one-half percent (2.5%) or more below the survey range midpoint for that position, then the City will:

1. Adjust the ~~2004~~ salary range midpoint for the Community Development Director and Wastewater Treatment Plant Supervisor ~~an identified~~ position to conform to the salary survey midpoint.
2. Construct a salary range for this identified position around the adjusted salary midpoint, consistent with the City's past practice.
3. The City Engineer, Director of Operations, Planning/Building Manager and Information Systems Manager salary ranges shall be adjusted to eighty-seven percent (87%) of the Community Development Director salary range.

Section 2. Salary range. Movement within each salary range shall be governed by the City's Personnel Regulations as shown within Attachment "B".

Section 3. Mileage. Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

Section 4. Education reimbursement. Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to a maximum rate of one hundred sixty (\$160.00) dollars per credit hour for undergraduate courses and two hundred fifty (\$250.00) dollars per credit hour for graduate courses. The city agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

Section 5. Meal Pay. If a supervisor is required to work two hours beyond the normal work day, then he/she shall receive a paid meal. The employer shall provide the meal or reimbursement.

Section 6. ~~Severance~~ Severance Notice and Support. The employer shall provide six months notice for supervisors whose positions will be eliminated due to lack of work, budgetary restraints, or other organizational changes.

ARTICLE VI - VACATIONS

Vacations with pay shall be granted annually to all full-time employees who were employed prior to February 1, 1993 based upon the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10
13 - 24	7.33	11
25 - 36	8.33	12.5

During months 37 - 192 (4th through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

~~Employees who began employment on February 1, 1993 or thereafter shall earn vacation according to the following schedule:~~

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

~~During months 13 - 120 (2nd through 10th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 160 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.~~

ARTICLE VII - HOLIDAYS

The following holidays shall be recognized by the city as city holidays:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November

Christmas Day

December 25

* 2 Floating Holidays

(taken at employee's discretion)

* An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day preceding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

ARTICLE VIII - MEDICAL BENEFITS

The Employer shall pay 100% of the monthly premium for the following benefit plans for the Guild employee and eligible dependents:

- 1) Medical - Association of Washington Cities Plan- A with orthodontia and chiropractic coverage.
- 2) Dental - AWC Trust (Plan A - Washington Dental Service).
- 3) Vision - AWC Trust (Western Vision Service Plan).

ARTICLE IX - LEAVES

Section 1. Sick leave. Full-time employees shall accrue sick leave at the rate of one day per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury, disability or for care of dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

Section 2. Return to work. A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason was personal illness as cited in WAC 356-18-060 (1)(a), (b), or (c), and continued for more than four continuous workdays.

Section 3. Sick leave bonus. An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city

employment. Upon death, one hundred (100%) percent of sick leave will be paid.

Section 4. Use of sick leave. Sick leave may be used for the following:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b. Medical or dental treatment of the employee or his/her dependents.
- c. Illness within the immediate family (spouse or dependents) necessitating the employee's absence from work).
- d. Maternity or paternity purposes relating to childbirth or related circumstances.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

Section 5. Bereavement Leave. A regular full-time employee may be granted up to five (5) days of leave without loss of pay because of death of a member in the immediate family. Leave over five days per death shall be charged to Sick Leave. For purposes of this section, immediate family shall be defined as husband, wife, children, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee and others as authorized by the City Administrator.

Section 6. Military Leave. In accordance with RCW- 38.40.060, eligible employees shall receive employer pay up to fifteen (15) days during each calendar year.

Section 7. Jury Duty. While on jury duty, or while appearing as a legally required witness, any jury duty pay received by the employee during such leave shall be deducted from the employee's base pay. Travel time will be granted in the calculation of this deduction.

Section 8. Funeral Participation. An employee may be granted up to three (3) hours time off, without loss of pay, accrued vacation, or sick leave, to participate in a funeral ceremony when first approved by the respective department head.

Section 9. Voting. When an employee's work schedule is such that he/she cannot vote prior to or after the normally scheduled working hours, he/she shall be allowed time off to vote without loss of pay, accrued vacation, or sick leave.

ARTICLE X - BENEFIT PLAN

Section 1. Statewide pension plan. The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

Section 2. Substitute Social Security Plan. The City shall provide and maintain a benefit plan as a substitute for Social Security benefits. The City Administrator, with guild advisement, shall

select the corporation(s) that will manage these benefits. The plan shall consist of three benefits:

- a. Long-term disability;
- b. Life insurance; and
- c. A deferred compensation plan for retirement income.

Section 3. Workmen's Compensation. The city shall insure city employees with the State Workmen's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the workmen's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall endorse such payments to the city.

ARTICLE XI - STAND-BY PAY

An employee scheduled for "standby status" shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay or compensation time at his/her overtime rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay or compensation time at his/her overtime hourly rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.
4. If the employee is called back to work while on stand-by, compensation shall be computed according to Article IV of this agreement.

Stand-by is defined as: The employee being available to respond to any call for City service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or his/her designee.

ARTICLE XII - RIGHT OF ACCESS--GUILD REPRESENTATION

Section 1. Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

Section 2. The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch periods, and before and after regular working hours). Public Works Department employees shall

be allowed one-half (1/2) hour each quarter for their use to attend Guild meetings during the half hour of 7:30 a.m. to 8:00 a.m.

ARTICLE XIII - EMPLOYEE RIGHTS

Section 1. Any employee, when being questioned by his/her employer about matters that may result in discipline has the right to:

- A. Receive the specific nature of the charge or allegation against him/her in writing.
- B. Have present his/her choice of the Guild Representative (who must be reasonably available). To a contract maximum of \$250 for all salary-related city expenses, the expense for guild representation shall be paid 50% by the employer and 50% by the Guild when the meeting is requested by the employer. Subsequent to exceeding the \$250 expense maximum, the Guild shall be solely responsible for representation expenses. The employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
- C. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- D. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

Section 2. City's Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department.

Section 3. Maintenance of city services. In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of guild members in order to insure, in the city's immediate discretion, the safe maintenance of city services.

Section 4. Failure to comply with Section 3. Any employee refusing to comply with the conditions of Section 3 above will be subject to immediate dismissal.

ARTICLE XIV - GRIEVANCE PROCEDURES

Grievance defined: A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties

hereto.

Step One - The Respective Department Head.

The grievance in the first instance will be presented to the respective department head in writing within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One.

Step Two - City Administrator.

If the respective department head does not adjust the grievance to the Complainant's satisfaction within ten (10) working days from the time the grievance was submitted in Step One, then the grievance may be presented to the City Administrator within five (5) working days (15 days after submittal of the grievance to the department head). The grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

Step Three - Mediation.

In the event the grievant, Guild and Employer are not able to resolve the grievance to the employee's satisfaction at Step Two, the parties may request the assistance of the State Mediation Service.

Step Four - Arbitration.

A grievance may be submitted to arbitration by a written demand for arbitration delivered within ten (10) working days following the decision rendered in Step Two. Within ten (10) working days after delivery of the demand for arbitration, the Employer shall select one (1) person and the Guild shall select one (1) person. Within five (5) working days, such selected persons shall then select a third impartial person who shall serve as chairman of the Arbitration Panel. A majority decision of the Arbitration Panel shall be made in writing within twenty (20) working days following the conclusion of the Arbitration hearing(s). Such decision shall be final and binding on both the Guild and the Employer. The authority of the Arbitration Panel is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. Each party shall be responsible for their own costs and the fees and costs of the arbitrator appointed by them. The fees and costs of the third neutral arbitrator shall be borne equally between the Guild and the Employer.

ARTICLE XV - PERSONNEL POLICIES

Section 1. All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the

employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

Section 2. During the term of this Agreement, employees may submit a written request that his/her department head review that employee's job classification.

Section 3. An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 3%.

ARTICLE XVI - PERSONNEL RECORDS

The Employer and Guild recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

1. Whenever any paper is entered into an employee's personnel file, a copy of same shall be provided to the employee.
2. In the case of any paper which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the paper, in writing, and the employee response shall be included in the personnel file.
3. Each employee shall be allowed access to his personnel file for review of its contents at reasonable times and upon reasonable notice.
4. The Employer, through the department head, shall take measures to assure that, within the Guild, only legitimate supervisory and administrative personnel, and the employee, have access to the employee's personnel file. The confidentiality of personnel records is acknowledged to the extent permissible by law.

ARTICLE XVII - VACCINATIONS

The Employer shall provide those Employees who are subject to working in or around the Gig Harbor Sewer Treatment Plant or any areas subject to exposure to waste water with the proper and required vaccinations for Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department.

ARTICLE XVIII - SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated to a mutually agreeable resolution for the purpose of adequate replacement.

ARTICLE IX - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE XX - TERM OF AGREEMENT

This Agreement is effective January 1, ~~2000~~2003, and shall continue in full force and effect to and including December 31, ~~2002~~2005.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this _____ day of _____, ~~1999~~2002.

CITY OF GIG HARBOR

GIG HARBOR EMPLOYEES' GUILD

Gretchen Wilbert, Mayor

Dave Brereton, Co-President

Mark Hoppen, City Administrator

~~Jerry Erb~~Steve Misiurak, Co-President

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this _____ day of _____, 2002.

CITY OF GIG HARBOR

GIG HARBOR EMPLOYEES' GUILD

Gretchen Wilbert, Mayor

Dave Brereton

Dave Brereton, Co-President

Mark Hoppen, City Administrator

Steve Misiurak, Co-President

ATTACHMENT "A"

2000-2003 GIG HARBOR EMPLOYEE'S SALARY SCHEDULE

POSITION	2000-2003	
	RANGE	
	Minimum	Maximum
City Engineer	\$4,851	\$6,064
Director of Operations	4,851	6,064
Information Systems Manager	4,851	6,064
Planning/Building Manager	4,851	6,064
Assistant Public Works Director	4,033	5,041
Public Works Supervisor	3,732	4,665
Sewer Plant Supervisor	3,732\$4,279	4,665\$5,349

Includes cost-of-living adjustment calculated at 3.22.0% (Seattle-Tacoma-Bremerton CPI-W for year ended (6/30/99).

ATTACHMENT "B"

PERSONNEL SALARIES

SALARY RANGES ADJUSTED ANNUALLY

1. The City Administrator shall brief the Mayor and City Council regarding timing and considerations for adjusting employee's compensation.
2. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
3. The City Administrator shall conduct annually a compensation survey (salary survey) in accordance with labor market and benchmark classifications.
4. The City Council shall give the Mayor and City Administrator policy guidance regarding adjustments to the employee compensation program, based on the following criteria:
 - a. Ability of city to pay;
 - b. Compensation survey information;
 - c. Changes in cost-of-living;
 - d. Desires of the employees;
 - e. Compensation adjustments for other employees.
5. The City Administrator shall make recommendations to the Mayor and City Council regarding salary range and fringe benefit modifications. Salary range adjustments shall be based on the compensation survey and the internal salary relationships.
6. Employees who have satisfactorily completed a six month employment probationary period shall be eligible for a performance pay increase from 0% to 5% and a one year employment probationary period shall be eligible for a performance pay increase from 0% to 8%.
7. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increase shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range (control point) the employee shall be eligible for merit/bonus compensation up to 5% of the employees annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.

MERIT/BONUS PAY

Employees shall be eligible for merit/bonus pay salary increases in accordance with the provisions set forth below:

1. Merit/bonus pay increases shall be within the city's budget in an appropriate fund within each Department's budget.
2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.
3. Merit/bonus pay salary increase shall be granted by the City Administrator and confirmed by the Mayor.



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: CANTERWOOD SEWER REQUEST
DATE: NOVEMBER 20, 2002

INFORMATION/BACKGROUND

Mr. Russell Tanner, on behalf of Canterwood Development Corporation, is requesting 50 ERUs of sewer for the Canterwood development area. Principally, this sewer is intended for the new development of Division 10B on the southern boundary of Canterwood, but contracted capacity will be available generally within the entire boundary of Canterwood. Currently, Canterwood has sewer availability because it has an active contract with the City of Gig Harbor, but this availability is almost fully connected.

POLICY CONSIDERATIONS

Much of Canterwood is connected to city sewer on Canterwood Blvd through the Canterwood STEP system. The STEP system agreement between the City of Gig Harbor and Canterwood is addressed in a separate agreement. The boundary of Canterwood subject to the proposed contract is coterminous with Canterwood's benefit area in ULID #3.

FISCAL CONSIDERATIONS

The current connection fee for sewer connection in the ULID #3 area is \$3051.75. The capacity commitment payment for a three-year capacity commitment period for 50 Equivalent Residential Units of sewer is 50 multiplied times \$3051.75 multiplied times 15 percent ($50 \times \$3051.75 \times .15$) or \$22,888.13. The remainder of each contracted ERU will be charged at the then-current connection fee rate at the time of actual connection. (The connection fee in this zone may be adjusted over time depending on rate studies, etc.) The capacity commitment payment will be pro-rated and credited per each actual sewer connection at the time of connection. If all contracted sewer connections are not utilized and/or paid-in-full prior to the termination of the contract, then any remaining capacity commitment payment will be forfeit.

RECOMMENDATION

Staff recommends the extension of 50 ERUs of sewer to the Canterwood Development.

October 29, 2002

City of Gig Harbor

SUBJECT: Canterwood Sewer Request

Russell Tanner on behalf of Canterwood Development Company does hereby request 50 ERU's of sewer for the Canterwood Development. This sewer capacity is intended to serve new lots within primarily the new division of Canterwood – Division 10 B, however, the contracted capacity will be available for all of the Canterwood property within the boundary as described by the included legal description. Connection will be made either by the interior system of Canterwood STEP system or by direct connection to the Gig Harbor sewer mainline located in Canterwood Blvd as shown on the enclosed map. Connections made through the Canterwood STEP system will be as per the agreement between Canterwood STEP Association and the City of Gig Harbor. Direct connection to the Gig Harbor sewer mainline would be in accordance with approved plans for full sewer.

Canterwood has an existing sewer capacity agreement with the City with only a few connections remaining available.

We appreciate your prompt attention to this request.

Sincerely,



Eva Jacobson
Manager for Canterwood Development Company



**UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID**

THIS AGREEMENT is entered into on this ____ day of _____, 2002, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Canterwood Development Company, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. **Warranty of Title.** The Owner warrants that he/she is the Owner of the property described in Exhibit 'A' and is authorized to enter into this Agreement.

2. **Extension Authorized.** The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Canterwood Blvd (street or right-of-way) at the following location: Baker Way and Canterwood Blvd.

3. **Costs.** Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and in inspecting construction shall be paid for by the Owner.

4. **Sewer Capacity Commitment.** The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 50 ERUs; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City

agrees to reserve to the Owner this capacity for a period of 36 months ending on November 24, 2005, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three-year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 22,888.13 to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the city to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

A. As built plans or drawings in a form acceptable to the City Public Works Department;

- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
 - C. A bill of sale in a form approved by the City Attorney; and
 - D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).
9. **Connection Charges.** The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.
10. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.
11. **Annexation.** Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:
- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
 - B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
 - C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
 - D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
 - E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and

- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit 'A' shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: R-1
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Guidelines, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

none

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit 'A', and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

19. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 2002.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Name:

Title:

ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument 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: _____

Signature

NOTARY PUBLIC 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 persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires: _____

EXHIBIT A

Legal Description - Includes all sites in Canterwood that are currently connected to the Canterwood STEP system and all sites that will have the STEP system available for connection.

Lot 76 Division 1 AFN # 2984785 #2827410760

Lots 10, 11, 12 Division 4 AFN # 8905250266 2827440100, 2827410100 & 020

Short plat of lot 32 Division 4 AFN #9007170402 282744032-1 thru 282744032-4

Short plat of lot 9 Division 4 AFN #9007310699 282744009-1 thru 009-4

Division 5 Replat "A" AFN# 9007300358 30002-001-0 thru 30002-008-0

Division 6 AFN #9006050477 40002-001-0 thru 016-0

Division 7 AFN # 9007240290 30001-001-0 thru 011-0

Division 8 AFN #9006260161 400021-001-0 thru 041-0

Division 9 phase 1 and phase 2

The West Half of the Northwest Quarter of Section 30, Township 22 North, Range 2 East of the W.M., in Pierce County, Washington. 400036-001-0 thru 085-0
Containing 79.2 Acres and 02-22-30-1-072

Division 10A and 10 B 400091-001-0 thru 054-0

The Northeast Quarter of the Southwest Quarter of Section 30, Township 22 North, Range 2 East of the W.M., in Pierce County, Washington. (10A)

And:

The Northeast Quarter of the Southwest Quarter of Section 30, Township 22 North, Range 2 East of the W.M., in Pierce County, Washington. 02-22-30-3-007 (10B)

Together with:

Lot 24 of Division 5 AFN# 8905170206 282745-024-0

Division 11 phase I and phase 2 300013-001-0 thru 028-0

The Southeast Quarter of the Northeast Quarter of Section 25, Township 22 North, Range 1 East of the W.M., Records of Pierce County; and 01-22-25-1-050

Except That Portion Conveyed to the City of Tacoma, for Transmission Right of Way, by Deed Recorded Under Auditor's No. 677886.

Also Except That Portion Conveyed to the State of Washington



NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: CITY OF GIG HARBOR
RE: NEW APPLICATION

DATE: 11/06/02

CORRECTED

UBI: 601-439-252-001-0001

License: 083301 - 1J County: 27
Tradename: HAPPY AT THE BAY
Address: 4910 PT FOSDICK DR NW STE B
GIG HARBOR WA 98335-1713

APPLICANTS:
HA, DOMINIQUE HYOTAE 1943-12-23 011-54-7534
HA, JANET C 1955-10-03 526-81-5233

Phone No.: 253-853-1555 DOMINIQUE H HA

Privileges Applied For:
BEER/WINE REST - BEER/WINE

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

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



STATE OF WASHINGTON
WASHINGTON STATE LIQUOR CONTROL BOARD
3000 Pacific Ave SE • PO Box 43075 • Olympia WA 98504-3075 • (360) 664-1600

ISEMAN INC
4309 BURNHAM DR
GIG HARBOR WA 98335-1062

November 8, 2002

Re: HY-IU-HEE-HEE
4309 BURNHAM DR
GIG HARBOR, WA 98335

LICENSE #367497-1J
UBI 601 181 656 001 0002

Your application for change in corporate officer(s) and/or stock ownership has been approved. This approval is for:

<u>Individual/Entity</u>	<u>Position</u>	<u>Shares Owned</u>	<u>Percent</u>
Patti J. Iseman	President	100	100
			<u>Total 100</u>

RAYETTE LURAS/sh
Liquor License Investigator
(360)664-1633

cc: Master License Service
City of Gig Harbor
Tacoma Enforcement Office
Retail Services
File



'THE MARITIME CITY'

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: SECOND READING - 2003 BUDGET ORDINANCE
DATE: NOVEMBER 18, 2002

BACKGROUND

The total budget is \$25,093,913. This is a decrease from the 2002 budget, which was \$30,914,734 after amendments. The 2003 budget has decreased because Civic Center construction activity is complete and the related bond funds have been spent.

The General Fund accounts for 36 percent of total expenditures, while Special Revenue (Streets, Drug Investigation, Hotel - Motel, Property Acquisition, Civic Center Debt Reserve, General Government Capital Assets, General Government Capital Improvement, LID No. 99-1 Project, Impact Fee Trust and Lighthouse Maintenance) and Enterprise Funds are 30 percent and 25 percent of total expenditures. General government debt service payments are 9 percent of 2003 budgeted expenditures.

Five additional positions, Information Systems Assistant, 2 Custodians, Field Supervisor and Laborer are included in this budget.

Changes to the budget resulting from the November 4th and 5th study sessions are attached. The Non-departmental section of the General Fund was adjusted to appropriate a \$130,000 transfer into the Property Acquisition Fund. The Parks budget was increased \$10,000 to include historical signage and a maritime pier goal was added. The Street Fund budget was adjusted to include an objective appropriating \$15,000 for a traffic study at 36th and Point Fosdick, and the consultant assistance objective listed in Streets, Water, Sewer and Storm was increased to \$50,000 from \$28,000 to accommodate anticipated design costs in 2003 due to deletion of the proposed Project Engineer position.

RECOMMENDATION

Staff recommends adoption of the 2003 budget ordinance.

PERSONNEL CHANGES

These proposed changes in personnel are described in greater detail in the departmental and fund narratives.

Additional positions:

~~**Human Resources Manager.** This position plans, organizes and supports a variety of administrative, technical and professional human resources system functions of the city, including compensation and benefits, classification structures, recruitment, employee development, performance management, policy administration and compliance, labor relations, and Civil Service.~~

Information Systems Assistant. This position will assist the Information Systems Manager by performing basic troubleshooting tasks and support for computer related issues pertaining to all departments.

Custodian. Two Custodian positions are requested for 2003. These positions perform maintenance, service and repair activities, and security for the Gig Harbor Civic Center buildings and grounds. The second custodian will be hired at 0.75 fte.

Field Supervisor. This position directs facilities operation, construction, maintenance, and service and repair activities in the Public Works Department. Persons in this position are responsible for supervising and coordinating the field work crew(s) in a wide variety of tasks such as maintenance and repair of water mains, pumps, motors, main line valves, fire hydrants, meters and storage tanks; operating heavy equipment, cleaning ditches, culverts and catch basins; repairing streets, guardrails and sidewalks, traffic control signs, paint striping, brush cutting, snow and ice removal; maintenance of buildings and grounds; upkeep of parks. Increases in workload and maintenance related activities necessitate the addition of an additional Field Supervisor.

~~**Project Engineer.** The addition of a Project Engineer in Engineering will provide needed project management assistance for the City Engineer. This position was unfilled in the 2002 budget year with the addition of the City Engineer position. Since that time, the City Engineer has been fulfilling a dual role as Project Engineer. Primary duties of this position would be to oversee the preparation of plans, specifications, and estimates for all the city's capital improvement projects, conduct bid openings, and construction manage all the detailed phases of the construction projects.~~

Laborer. Demands on staff have increased with the recent addition of new streetscapes (Rosedale, Pt Fosdick, Borgen Blvd.) and park facilities (Finholm View Climb, Borgen Property, Wilkinson Farm and the new Civic Center). Addition of the new laborer position will allow more complete coverage and help maintain the department's service and response capabilities.

Reclassifications:

~~City Attorney.~~ In-house legal counsel will provide Community Development, Police, Administration and elected officials with proximal legal assistance. Currently, contract service does not provide satisfactory problem resolution and, consequently, timely work products, despite the highly accountable efforts of the current City Attorney.

Marketing Director. The Marketing Director position serves as the lead for tourism and visitor-related promotion, media, activities and events within the city and also serves as liaison between local tourism groups and organizations in the greater community. The position is designed to provide a cohesive voice throughout the community through a comprehensive image development plan based on the Tourism Strategic Plan developed in 2001 and implemented through budgetary objectives that are subject to City Council approval each year.

Assistant City Clerk. Under direct supervision of the Community Development Director and indirect supervision of the City Clerk, this position coordinates all grants and compliance activities for the Community Development Department. The position works with the City Clerk's office to ensure proper records maintenance and management, and assumes responsibility for the coordination and quality of all departmental communications.

Changes in salaries

Salary range adjustments

Pursuant to negotiated labor contracts, the city conducts a salary survey of wage rates each year. The cities included in the survey are nearby cities that are viewed as competitors with Gig Harbor in the local labor market. The results of the survey are compared with current salary ranges. If the survey results disclose that the current salary range midpoint for a position is two and one-half percent (2.5%) or more below 100% of the survey range midpoint for that position, then the city adjusts the 2003 salary range midpoint for that position to conform to 100% of the salary survey midpoint. To do this, the city constructs a salary range for this position around the adjusted salary midpoint, consistent with the city's past practice (25% range spread). In this manner, the city maintains a competitive recruitment and retention practice - a stable work force - and avoids future large catch-up salary adjustments.

In accordance with the **Police Officer's Guild** a 2.0% COLA for all police officers and sergeants will take effect January 1, 2002. Salaries for non-represented staff are also presented in the salary schedule with a 2.0% COLA.

The contracts between the city and the Gig Harbor Employees Guild and the Gig Harbor Employees' Guild Supervisory Bargaining Unit expire December 31, 2002, therefore the salary ranges for positions included in these guilds are presented in the salary schedule unchanged from the 2002 budget. The guild positions in the salary schedule are shaded.

DESCRIPTION OF FUNCTION

General government expenditures that are not associated with a specific department are accounted for in the non-departmental department. Transfers of general government resources to other funds represent the largest portion of these expenditures. Also included are payments for property and liability insurance and the annual audit.

NARRATIVE OF OBJECTIVES

1. **Legislative** - The county auditor's office charges the city for voter registration and election services. **Estimated cost is \$25,000.**
2. **Financial** - The annual audit performed by the state auditor's office. **Estimated cost is \$18,000.** Citywide insurance. **Estimated cost is \$250,000.** Miscellaneous claims not covered by insurance. **Estimated cost is \$7,000.**
3. **Employee benefits** - Payments for LEOFF I disability costs, workers' compensation and unemployment benefits for former employees. **Estimated cost is \$30,000.**
4. **General government - Pierce County** - emergency management fees. **Estimated cost is \$30,000.**
5. **Fire code inspections and investigations.** Contract with Pierce County Fire District No. 5 for performance of fire code inspections and Pierce County for investigations. **Estimated cost is \$95,000.**
6. **Operating transfers out - \$910,000** will be transferred to Fund 208 for LTGO bond debt service; **\$400,000** will be transferred to the Street Fund, Fund 101; **\$130,000 will be transferred to the Property Acquisition Fund, Fund 109** and **\$1,500,000** will be transferred to the Civic Center Debt Reserve Fund, Fund 110.

2003

NARRATIVE OF OBJECTIVES

Administration

1. **Adjust operational routines to new Civic Center.** Liquidate city hall building. **June.**
2. **Prepare 2004 city budget.** Prepare and submit to the City Council for adoption the 2004 City of Gig Harbor Budget. **December.**
3. **Update personnel handbook.** Update the City of Gig Harbor personnel manual and distribute one copy per employee. **February.**
4. **Improve emergency readiness.** Continue to work with Pierce County DEM, PCFPD#5 and PEP-C in their neighborhood training efforts. Develop the model initiated in the several city neighborhoods for all neighborhoods within the city limits. Neighborhood training efforts will be coordinated throughout the city to assure cohesiveness and follow-through. In addition, staff will attend trainings and monthly meetings to facilitate the update of the regional emergency plan. **\$20,000 - September.**
5. **Fund participation with the Economic Development Board for Tacoma/Pierce County.** Provide funding for participation with the EDB in order to aggressively and proactively target high-wage businesses that could locate in appropriate city commercial and light industrial planning areas within the UGA. Target businesses would be relatively light users of water and sewer. To be effective, this funding commitment would need to continue for an additional three years, although no such objective can bind the budget decisions of future City Councils. **\$20,000 - January.**
6. **Provide guidance to the interlocal agency recreation program.** Assist recreation supervisor, Jeremy Bubnick, so that the Peninsula School District, Pierce County Parks and Recreation and the City of Gig Harbor can develop recreational programs on the Gig Harbor Peninsula for Gig Harbor residents. **\$20,000 - December.**
7. **Foster Bogue Building uses.** Establish suitable city uses for the Bogue Building. **June.**
8. **Develop a youth city council.** Encourage the participation of youth in the conduct of local governance by creating a youth city council that creates a model governance voice for local high school students. **September.**

2003 - 2008
NARRATIVE OF GOALS

1. **Joint Community Planning.** Participate in joint jurisdictional development of a Gig Harbor/Peninsula sports complex in the Gig Harbor North area. Project construction is planned for FY 2004 and may require up to a \$1,400,000 match from the city. The county portion will be debt financed with real estate excise tax. **2004.**
2. **Concurrency and impact fee program.** Implement the city's adopted Concurrency and Impact Fee ordinances in support of the parks, recreation and open space program. **2003 - 2008.**
3. **Grants.** Search and apply for grant funds to complete the design, and construct the Harborview Drive Street End Viewpoint project in conjunction with improvements to Harborview Drive south of Soundview Drive, and to acquire and/or develop park, recreation and open space consistent with the adopted Parks, Recreation and Open Space Plan. **2003 - 2008.**
4. **Parks, Recreation and Open Space Plan.** Update the Parks, Recreation and Open Space Plan on an annual basis, with a major update scheduled at five-year intervals, in conjunction with updates to the city Comprehensive Plan. **2003 - 2008.**
5. **City parks.** Construct improvements at City Park at Crescent Creek, Jerisich Park, Wilkinson Farm, Donkey Creek Park and Grandview Forest Park (See site specific project objectives). **2003 - 2008.**
6. **Gig Harbor Peninsula Historical Society.** Provide support for the current Gig Harbor Peninsula Historical Society use of the McKenzie Building, and develop support for the historical society's new facilities north of Austin Street and east of Harborview Drive. **2003 - 2008.**
7. **Westside pedestrian corridor.** Design and construct a pedestrian corridor utilizing portions of the sanitary sewer easement to connect the west end of 45th Street to Olympic Drive and 56th Street on the north. Improvements to include architectural lighting, landscaping, and benches. **2003 - 2008.**
8. **Westside park acquisition.** Purchase a passive and active recreation park site for a city park. **2003 2004 - 2005.**
9. **Maritime Pier development.** Identify an appropriate location for the development of waterfront access recreation opportunities adjacent to a maritime pier. **2003 - 2006.**

2003

NARRATIVE OF OBJECTIVES

1. **Wilkinson Farm.** Hire a consultant to provide a long-term plan to restore, develop and maintain Wilkinson Farm, and produce passive recreational features consistent with the historical and environmental character of the farm. **\$50,000 - September.**
2. **Harborview Drive Street End Viewpoint.** Gain Council approval for design and apply for IAC grant funding for construction of the Harborview Drive Street End Viewpoint and make improvements as possible, including storm drainage improvements, and extension of the bulkhead/retaining wall on the south side of the existing wall to protect the embankment, and provide beach access utilizing property purchased in 1999. Viewpoint construction will be contingent on available funding and permits. Construction will be consistent with commitments made to area residents during design review meetings conducted in 1999. **\$25,000 - December.**
3. **Streetscapes.** Install additional street planters and landscape improvements in the Harborview Drive-North Harborview Drive, Borgen Blvd. and Point Fosdick Drive corridors. **\$10,000 - December.**
4. **Pedestrian facilities.** Work with Pierce Transit and Planning for design and construction of additional Gig Harbor transit/pedestrian shelters. **\$5,000 - December.**
5. **Sign repairs.** Sign repairs and/or replacement(s) at the city's parks and gateways. **\$15,000 - December.**
6. **Drinking fountains.** Identify locations and install drinking fountains at various locations along pedestrian pathways and city parks. **\$2,500 - December.**
7. **Harborview Drive winter holiday seasonal decorations.** Decorate streetscape along Harborview Drive with cedar garlands and seasonal banners throughout the winter holiday season. These would be decorated with 4" bows to bring a warm, festive look to the harbor. **\$7,500 - November.**
8. **Continue the Arts Commission Project Support Program.** Continue the Arts Commission Project Support Program to provide funding to nonprofit arts and cultural arts organizations that provide events for the benefit of city residents. The program will also fund non-profit organizations that want to do arts projects that involve city residents, such as community service organizations, civic organizations, or libraries. Projects that benefit city residents are the core focus of the Project Support Program. Project grants can include concerts, theatre productions, visual art exhibits, art festivals, or a broad range of arts-related services. **\$20,000 - December.**
9. **Skate Park.** Install additional landscaping, irrigation and pedestrian facilities and park style fence along Kimball at the Skate Park. **\$25,000 - October.**
10. **Cushman Trailhead.** Construct a Park at the intersection of Hollycroft and Olympic Drive. Includes closing the spur road to Hollycroft, creating parking and reconfiguring the right turn at Hollycroft, and installing an information Kiosk. **\$50,000 - August.**

11. **Donkey Creek Park.** Continue to coordinate the design and construction of the Donkey Creek Park. Provide picnic tables, benches, restroom and shelter center. **\$50,000 - December May.**
12. **Cushman Trail.** Participate with Pierce County Parks and Recreation in the design and construction of the next phase of the trail between Kimball Park and Ride and the Wilkinson Farm. **December.**
13. **Jerisich Park Improvements.** Install time locks on the Jerisich Park restroom doors so they can be closed and open automatically and construct a kayak/canoe float. **\$15,000 - March.**
14. **Westside park acquisition.** Identify a passive and active recreation park site for a city park. **2003.**
15. **Informational Signage.** Coordinate with the Historical Society to provide informational signage and markers at historically significant locations throughout the city. **\$10,000 - December.**
16. **Support design for community center.** Participate in design work for site and facility development of a community center and facility on Pierce County property between Skansie Avenue and the Gig Harbor High School track. Work jointly with Pierce County, the Boys and Girls Clubs of Pierce County and with the Peninsula School District to develop a community center to house youth recreation programs, youth breakfast and latchkey programs, senior activities and Red Cross activities. **\$20,000 - December.**
17. **BMX Track.** Begin construction of a BMX bicycle facility on city property located next to the City Park at Crescent Creek. **\$10,000 - September.**
18. **Joint Community Planning.** Participate in joint community planning for a Gig Harbor/Peninsula sports complex on the Gig Harbor Peninsula, preferably in the Gig Harbor North area. **\$15,000 - December.**

2003
NARRATIVE OF OBJECTIVES

1. **Franklin and Prentice Avenues Pedestrian improvements.** Complete the design of pedestrian street improvements for these streets between Burnham Drive and Fennimore including the intersection with Fuller Street. These improvements will consist of a 4-inch overlay with curb, gutter, sidewalk with landscape strips on at least one side of the street, provisions for future street lighting, and the replacement of the 6 asbestos cement water main with an 8-inch ductile water main and storm drain improvements. **\$30,000 - May.**
2. **Olympic Drive and 56th Street.** Acquire additional right of way necessary for the Olympic Drive and 56th Street Project and acquire the necessary right of way for the 56th Street/Point Fosdick Street Project. **December.**
3. **56th Street/Point Fosdick Drive.** Complete the street design for 56th Street/Point Fosdick Drive from the Olympic intersection to the 56th/Olympic intersection. The improvements include reconstruction of the roadway to provide 3 lanes with bicycle lanes, curb, gutter and sidewalk with landscape planter strip on one side. **\$170,000 - December.**
4. **Annual street rehabilitation and resurfacing.** Consistent with the city's new pavement management system, the city will perform asphalt overlays on various city streets. Major arterials include sections of Point Fosdick Dr., Franklin St., Ross Ave. and Harborview Drive. The city will also chip-seal up to approximately four lane miles of city streets in priority areas throughout the city. **\$150,000 - November.**
5. **Curbs, gutters and sidewalks.** Construct minor curb, gutter, and sidewalk and/or walkway improvements and repairs along arterials and in priority locations as identified in the sidewalk inventory program. **\$10,000 - ongoing.**
6. **Old Burnham Drive Sidewalk.** Construct sidewalk on one side of Burnham Drive from existing city sidewalk at Burnham and Franklin to the intersection of the Burnham Drive minor arterial corridor. **\$40,000 - July.**
7. **Pioneer Way and Harborview Drive streetlights.** Purchase and install architectural streetlights along Pioneer Way, Vernhardson Street (from North Harborview to City Park) and continue the streetlight installations on Harborview Drive. **\$50,000 - September.**
8. **Harborview Drive crosswalk lighting system.** Design, purchase, and install in-pavement pedestrian crosswalk lighting system at Dorotich and Harborview Drive. **\$12,000 - October.**
9. **Concrete Crosswalks.** Construct colored pattern cement concrete crosswalks at the intersection of Harborview Dr. and Rosedale St. and at the 8800 block of North Harborview. **\$20,000 - April.**
10. **Shop improvements.** Install electric garage door openers, security system, above ground fuel tanks with card lock and pallet rack. **\$50,000 - September.**

11. **Pavement Management.** Reevaluate the city's 74 lane-miles to determine an optimal maintenance and rehabilitation program. **\$3,000 - September.**
12. **Pavement Markings.** Install and repaint pavement markings on city streets. **\$20,000 - June.**
13. **Skansie Avenue Pedestrian Street Improvement Project.** Design and construct 70 feet of curb, gutter, sidewalk, and storm drain improvements along the western side between Rosedale Street and the new Henderson Bay Alternative High School. TIB funding assistance, \$57,000, under the Pedestrian Safety & Mobility Program will be requested. The will match with \$38,000. **\$95,000 - July.**
14. **38th Avenue Improvements.** Begin the design of street improvements along 38th Avenue from the City limits near Heron Wood to Hunt Street. These improvements will consist of a 2 to 3 lane section with left turn pockets & bicycle lanes, curbs and gutters on both sides, with a landscaped planter strip, a sidewalk on one side and storm drain improvements. **\$85,000 - August.**
15. **36th/Point Fosdick intersection evaluation.** Conduct a traffic study at this intersection, and develop an intersection improvement plan. **\$15,000 - March.**
16. **Public Works Standards Update.** Update the Streets section of the Public Works Standards. **\$12,000 - February.**
17. **Vernhardson Street pedestrian improvements.** Complete the design and construct approximately 1000 feet of curb, gutter, and sidewalk along the north side of Vernhardson Street from North Harborview Drive to the City Park. **\$140,000 - July.**
18. **Point Fosdick Drive Landscape Median.** Complete the construction of the landscape median strips and street lighting along Point Fosdick Drive from Harbor County Drive to Safeway Parking lot entrance. **\$175,000 - May.**
19. **Stinson/Harborview Roundabout Analysis.** Perform an engineering analysis to verify the feasibility of constructing a roundabout at this intersection. **\$20,000 - September.**
20. **Consultant assistance.** Retain the services of an engineering consultant to assist the City on specific tasks. **~~\$28,000~~ \$50,000 - January.** (Streets - \$12,500, Water - \$12,500, Sewer - \$12,500, Storm - \$12,500)

**CITY OF GIG HARBOR
ORDINANCE NO.**

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR,
WASHINGTON, FOR THE 2003 FISCAL YEAR.

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2003 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 12 and November 25, 2002 at 7:00 p.m., in the Council Chambers in the City Hall for the purpose of making and adopting a budget for 2003 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the said city council did meet at the established time and place and did consider the matter of the 2003 proposed budget; and

WHEREAS, the 2003 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2003 and being sufficient to meet the various needs of Gig Harbor during 2003.

NOW, THEREFORE, the City Council of the City of Gig Harbor **DO ORDAIN** as follows:

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2003 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2003 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2003 as set forth below:

2003 BUDGET APPROPRIATIONS

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$3,416,500
02 LEGISLATIVE	55,700
03 MUNICIPAL COURT	317,050
04 ADMINISTRATIVE/FINANCIAL	744,500
06 POLICE	1,746,850
14 PLANNING / BUILDING	939,700
15 PARKS AND RECREATION	761,650
16 BUILDING	236,000
19 ENDING FUND BALANCE	<u>844,027</u>
001 TOTAL GENERAL FUND	9,061,977
101 STREET FUND	3,418,745
105 DRUG INVESTIGATION FUND	3,414
107 HOTEL-MOTEL FUND	368,360
109 PROPERTY ACQUISITION FUND	576,929
110 CIVIC CENTER DEBT RESERVE	1,515,000
208 LTGO BOND REDEMPTION	962,777
209 2000 NOTE REDEMPTION	1,261,625
301 GENERAL GOVT. CAPITAL ASSETS	813,261
305 GENERAL GOVT. CAPITAL IMPROVEMENT	216,405
309 IMPACT FEE TRUST	676,800
401 WATER OPERATING	983,376
402 SEWER OPERATING	1,492,662
407 UTILITY RESERVE	409,843
408 UTILITY BOND REDEMPTION FUND	630,972
410 SEWER CAPITAL CONSTRUCTION	1,431,605
411 STORM SEWER OPERATING	683,612
420 WATER CAPITAL ASSETS	584,829
605 LIGHTHOUSE MAINTENANCE TRUST	<u>1,721</u>
TOTAL ALL FUNDS	<u>\$ 25,093,913</u>

Section 3. Attachment "A" is adopted as the 2003 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 2003 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 5. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 25th day of November, 2002.

Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with city clerk:
Passed by the city council:
Date published:
Date effective:

ATTACHMENT "A"

2003 Salary Schedule

POSITION	Minimum	Maximum
City Administrator	\$6,849	\$8,561
Chief of Police	5,592	6,990
Community Development Director	5,576	6,970
Finance Director	5,557	6,946
Police Lieutenant	5,185	6,481
City Engineer	<u>4,851</u> 4,625	<u>6,064</u> 5,781
Director of Operations	<u>4,851</u> 4,625	<u>6,064</u> 5,781
Information Systems Manager	<u>4,851</u> 4,316	<u>6,064</u> 5,395
Planning/Building Manager	<u>4,851</u> 4,625	<u>6,064</u> 5,781
Fire Marshall/Building Official	<u>4,593</u> 4,085	<u>5,741</u> 5,106
Police Sergeant	4,582	5,728
Senior Planner	<u>4,303</u> 3,979	<u>5,379</u> 4,974
City Clerk	4,297	5,371
Treatment Plant Supervisor	<u>4,279</u> 4,029	<u>5,349</u> 5,036
Accountant	<u>4,193</u> 3,619	<u>5,241</u> 4,524
Associate Engineer	<u>4,107</u> 3,862	<u>5,134</u> 4,828
Court Administrator	<u>4,042</u> 3,383	<u>5,053</u> 4,229
Assistant Building Official	<u>3,996</u> 3,569	<u>4,995</u> 4,461
Field Supervisor	<u>3,905</u> 3,602	<u>4,881</u> 4,503
Marketing Director	3,867	4,834
Police Officer	3,596	4,495
Associate Planner	<u>3,636</u> 3,565	<u>4,545</u> 4,456
Planning/Building Inspector	<u>3,468</u> 3,341	<u>4,335</u> 4,176
Construction Inspector	<u>3,468</u> 3,337	<u>4,335</u> 4,171
Mechanic	<u>3,427</u> 3,213	<u>4,284</u> 4,016
Treatment Plant Operator	<u>3,373</u> 3,286	<u>4,216</u> 4,108
Engineering Technician	<u>3,371</u> 3,305	<u>4,214</u> 4,131
Maintenance Worker	<u>3,276</u> 3,194	<u>4,095</u> 3,993
Assistant City Clerk	<u>3,223</u> 3,160	<u>4,029</u> 3,950
Information Systems Assistant	3,057	3,821
Finance Technician	<u>2,964</u> 2,712	<u>3,705</u> 3,390
Community Development Assistant	<u>2,833</u> 2,752	<u>3,541</u> 3,440
Court Clerk	<u>2,642</u> 2,590	<u>3,303</u> 3,238
Custodian	<u>2,631</u> 2,579	<u>3,289</u> 3,224
Laborer	<u>2,631</u> 2,579	<u>3,289</u> 3,224
Police Services Specialist	<u>2,519</u> 2,470	<u>3,149</u> 3,088
Community Development Clerk	<u>2,304</u> 2,259	<u>2,880</u> 2,824
Administrative Receptionist	<u>\$2,304</u> 2,259	<u>\$2,880</u> 2,824



'THE MARITIME CITY'

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DICK J. BOWER, CBO *DB*
BUILDING OFFICIAL / FIRE MARSHAL
SUBJECT: REVISION OF CHAPTER 15, GHMC TO ADOPT CURRENT STATE
AMENDMENTS TO THE UNIFORM CODES AND THE STATE
ENERGY AND VENTILATION AND AIR QUALITY CODES
DATE: NOVEMBER 14, 2002

BACKGROUND

Chapter 15 of the Gig Harbor Municipal Code adopts by reference specific editions of the Uniform Building, Fire, Mechanical, and Plumbing Codes and the Washington State Energy, and Ventilation and Indoor Air Quality Codes as amended by the State of Washington. Periodically these codes are updated by the State with the updated amendments and revised codes becoming the State's adopted codes.

The State adopted the 2000 ed. of the Uniform Plumbing Code, new amendments to the Uniform Building, Fire and Mechanical Codes and revised State Energy, and Ventilation and Indoor Air Quality codes effective July 1, 2002. For the City to remain consistent with the State adopted codes, and the codes enforced by most other municipalities in the state, it is necessary that we amend Chapter 15 to adopt the recent changes in the state codes. This ordinance will do that.

FISCAL IMPACT

The fiscal impact of enactment of this ordinance will be minimal. Direct cost to the City will be in the purchase of copies of the new codes and amendments, which was done to provide reference materials to the Community Development staff during FY 2002. No additional fiscal impacts are anticipated.

RECOMMENDATION

Approval of this ordinance will allow Gig Harbor to remain consistent with the State, Pierce County, and other surrounding jurisdictions with respect to codes regulating buildings and construction. Contractors, developers, and others working in multiple jurisdictions when planning, designing, budgeting and bidding building construction projects rely upon this consistency. I recommend that the City Council move approval of the ordinance amending Title 15 as stated and further authorize the Mayor's signature on said agreement.

**CITY OF GIG HARBOR
ORDINANCE NO. ____**

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING AND CONSTRUCTION, ADOPTING THE 2000 STATE-WIDE AMENDMENTS TO THE 1997 UNIFORM BUILDING CODE AND UNIFORM BUILDING CODE STANDARDS, THE 2000 STATE-WIDE AMENDMENTS TO THE 1997 UNIFORM FIRE CODE AND UNIFORM FIRE CODE STANDARDS, THE 2000 EDITION OF THE UNIFORM PLUMBING CODE, THE 2001 STATE-WIDE AMENDMENTS TO THE 2000 UNIFORM PLUMBING CODE, THE 2000 STATE-WIDE AMENDMENTS TO THE UNIFORM MECHANICAL CODE, THE 2000 WASHINGTON STATE VENTILATION AND INDOOR AIR QUALITY CODE AND THE 2001 WASHINGTON STATE ENERGY CODE BY REFERENCE, AMENDING SECTIONS 15.06.010, 15.08.010, 15.10.010, 15.12.015, 15.32.005, 15.32.010 AND REPEALING SECTIONS 15.06.100 AND 15.32.011 OF THE GIG HARBOR MUNICIPAL CODE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Washington State Legislature adopted the 1997 edition to the Uniform Codes and Standards, such as the Uniform Building, Fire, Plumbing and Mechanical Codes together with the Washington State Ventilation and Indoor Air Quality Code and Energy Code, and various State-wide amendments in the Washington Administrative Code ("WAC"), all of which comprise the Washington State Building Code; and

WHEREAS, the Washington State Building Code, as amended by the Washington State Legislature, became effective in all cities and counties in the State of Washington on July 1, 1998; and

WHEREAS, the City of Gig Harbor adopted and enforces the Washington State Building Code, as required by RCW 19.27.050; and

WHEREAS, the State of Washington has recently adopted the 2000 State-Wide Amendments to the 1997 Uniform Building and Fire Codes and Uniform Building and Fire Code Standards, as set forth in the Washington Administrative Code and in separate publications; and

WHEREAS, the State of Washington has also recently adopted the 2000 State-Wide Amendments to the Uniform Mechanical Code, replaced the Uniform Plumbing Code with the 2000 Edition of the Uniform Plumbing Code and the 2001 State-Wide Amendments to the 2000 Uniform Plumbing Code; and

WHEREAS, the State of Washington has also recently adopted the 2000 Ventilation and Indoor Air Quality and Energy Codes; and

WHEREAS, the Gig Harbor City Council finds that the public interest requires the adoption of all of the aforementioned codes and amendments as part of the City's Building Code; Now, Therefore,

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

Section 1. Section 15.06.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.06.010 Uniform Building Code adopted. The Uniform Building Code, 1997 Edition, as published by the International Conference of Building Officials, including Appendix Chapters 15, 29 and 33, and as amended by the State of Washington in the 2000 State-Wide Amendments to the Uniform Building Code and the Uniform Building Code Standards, 1997 Edition, published by the International Conference of Building Officials, and as amended by the state of Washington and as set forth in Chapter 51-40 WAC, are adopted for use within the City of Gig Harbor.

Section 2. Section 15.06.100 of the Gig Harbor Municipal Code has been repealed.

Section 3. Section 15.08.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.08.010 Provisions Adopted. ~~The Uniform Plumbing Code, 1997 Edition, including Appendix Chapters A, B, D, H and I, published by the International Association of Plumbing and Mechanical Officers~~ The Uniform Plumbing Code, 2000 Edition, adopted at the Seventieth Annual Conference, 1999, by the International Association of Plumbing and Mechanical Officials, and as amended by the Washington State Building Code the 2001 State-Wide Amendments to the 2000 Uniform Plumbing Code, as chapters 51-46 and 51-47 WAC are adopted by reference for use within the City of Gig Harbor.

Section 4. Section 15.10.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.10.010 Provisions adopted. The Uniform Mechanical Code, 1997 Edition, including Appendix A, published by the International Conference of Building Officials, as amended by the 2000 State-Wide Amendments to the 1997 Uniform Mechanical Code ~~the Washington State Building Code Council in chapter 51-42 WAC,~~ is adopted for use within the City of Gig Harbor.

Section 5. Section 15.12.015 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.12.015 Provisions Adopted. The Uniform Fire Code, 1997 Edition, including Appendix Chapters I-A, II-A, II-C, II-D, II-E, II-F, III-A, III-B, III-C, IV-A and VI-A, and the Uniform Fire Code Standards, published by the International Conference of Building Officials and the Western Fire Chief's Association, as amended by the 2000 State-Wide Amendments to the

1997 Uniform Fire Code and Uniform Fire Code Standards, as amended by the Washington State Building Code Council in chapters 51-44 and 51-45 WAC, with the exception of WAC 51-44-0900 and 51-44-1003.2.4.1, are adopted for use within the City of Gig Harbor.

Section 6. Section 15.06.100 of the Gig Harbor Municipal Code has been repealed.

Section 7. Section 15.32.005 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.32.005 Ventilation and indoor air quality code adopted. The Washington State Ventilation and Indoor Air Quality Code, 2000 Edition, as adopted by the ~~Washington State Building Code Council (WSBCC)~~, published as Chapter 51-13 WAC, is adopted by reference for use in the City of Gig Harbor.

Section 8. Section 15.32.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.32.010 Energy code adopted. The Washington State Energy Code, 2001 Edition, as adopted by the ~~Washington State Building Code Council (WSBCC)~~, published in chapter 51-11 WAC, is adopted by reference for use within the City of Gig Harbor.

Section 9. Section 15.32.011 of the Gig Harbor Municipal Code is hereby repealed.

Section 10. Adoption by Reference. Pursuant to RCW 35A.12.140, a copy of the 2000 State-Wide Amendments to the 1997 Uniform Building Code and Uniform Building Code Standards, the 2000 Edition of the Uniform Plumbing Code, the 2001 State-Wide Amendments to the 2000 Uniform Plumbing Code, the 2000 State-Wide Amendments to the 1997 Uniform Fire Code and Uniform Fire Code Standards, the 2000 State-Wide Amendments to the 1997 Uniform Mechanical Code, the 2000 Washington State Ventilation and Indoor Air Quality Code, and the 2001 Washington State Energy Code, are on file with the City Clerk for review and examination by the public.

Section 11. Severability. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

Section 12. Effective Date - This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
Carol A. Morris, City Attorney

FILED WITH THE CITY CLERK: 11/06/02
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

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

On _____, 2002 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING AND CONSTRUCTION, ADOPTING THE 2000 STATE-WIDE AMENDMENTS TO THE 1997 UNIFORM BUILDING CODE AND UNIFORM BUILDING CODE STANDARDS, THE 2000 STATE-WIDE AMENDMENTS TO THE 1997 UNIFORM FIRE CODE AND UNIFORM FIRE CODE STANDARDS, THE 2000 EDITION OF THE UNIFORM PLUMBING CODE, THE 2001 STATE-WIDE AMENDMENTS TO THE 2000 UNIFORM PLUMBING CODE, THE 2000 STATE-WIDE AMENDMENTS TO THE UNIFORM MECHANICAL CODE, THE 2000 WASHINGTON STATE VENTILATION AND INDOOR AIR QUALITY CODE AND THE 2001 WASHINGTON STATE ENERGY CODE BY REFERENCE, AMENDING SECTIONS 15.06.010, 15.08.010, 15.10.010, 15.12.015, 15.32.005, 15.32.010 AND REPEALING SECTIONS 15.06.100 AND 15.32.011 OF THE GIG HARBOR MUNICIPAL CODE, AND PROVIDING AN EFFECTIVE DATE.

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 _____, 2002.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



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

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUBLIC HEARING AND FIRST READING OF AN ORDINANCE
REGARDING THE 2001 COMPREHENSIVE PLAN AMENDMENTS
DATE: NOVEMBER 25, 2002

INTRODUCTION/BACKGROUND

This is the second of two public hearings on the 2001 Comprehensive Plan Amendments. The first public hearing was held on November 12, 2002 and concerned updates to the Water System Plan, the Transportation Plan, the Storm Water Plan, the Wastewater Plan and the 2001 Comprehensive Plan Amendment, Application #01-10.

This second public hearing is to consider the 2001 Comprehensive Plan Amendment Applications #01-01, #01-02, #01-05, #01-06, #01-07, and #01-11.

A revised staff report dated November 25, 2002, on this 'package' of 2001 Comprehensive Plan Amendments has been included in this packet for your review and consideration.

The following is the process for consideration of these amendments:

November 12, 2002 – Public hearing and first reading of the Ordinance with regards to the Water System Plan, the Transportation Plan Update, the Storm Water Plan, the Wastewater Plan and the 2001 Comprehensive Plan Amendment, Application #01-10.

November 25, 2002 – Public hearing and first reading of the Ordinance with regards to the 2001 Comprehensive Plan Amendment Applications #01-01, #01-02, #01-05, #01-06, #01-07, and #01-11.

December 9, 2002 – Second reading of the Ordinance with regards to the complete package of 2001 Comprehensive Plan Amendments.

POLICY CONSIDERATIONS

The City is required by the Washington State Growth Management Act (GMA) to prepare a Comprehensive Plan, which includes required utilities and transportation elements. Further, the City is required to consider suggested changes or amendments to the City's Comprehensive Plan, but may not amend the Comprehensive Plan more than once a year. The City has not amended the Comprehensive Plan in the year 2002.

FISCAL CONSIDERATIONS

The Comprehensive Land Use Plan is utilized for 20-year planning purposes. As such, the adoption amendments to the Plan itself will not have any direct fiscal impacts.

RECOMMENDATION

I recommend that Council move approval of the Ordinance as presented following a second reading on December 9, 2002.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY'S COMPREHENSIVE LAND USE PLAN: (1) ADOPTING THE JUNE 2001 CITY OF GIG HARBOR WATER SYSTEM COMPREHENSIVE PLAN AND INCORPORATING IT IN THE UTILITIES ELEMENT; (2) ADOPTING THE 2002 GIG HARBOR TRANSPORTION UPDATE AND INCOPORATING IT IN THE TRANSPORTATION ELEMENT; (3) ADOPTING THE FEBRUARY 2002 WASTEWATER COMPREHENSIVE PLAN IN THE UTILITIES ELEMENT; (4) ADOPTING THE MARCH 2001 STORM WATER COMPREHENSIVE PLAN IN THE UTILITIES ELEMENT; (5) CHANGING THE LAND USE DESIGNATIONS ON THE FOLLOWING PARCELS: (A) FROM RESIDENTIAL LOW TO RESIDENTIAL MEDIUM FOR .42 ACRES AT 7201 PIONEER WAY; (B) FROM RESIDENTIAL LOW TO RESIDENTIAL MEDIUM FOR .29 ACRES AT 3519 GRANDVIEW STREET; (C) FROM MIXED USE TO COMMERCIAL/BUSINESS FOR 20 ACRES AT 9600 - 44TH AVENUE N.W.; (D) FROM MIXED USE TO COMMERCIAL/BUSINESS FOR 14 ACRES AT 10421 BURNHAM DRIVE; AND (6) CORRECTING MAPPING ERRORS IN THE COMPREHENSIVE LAND USE PLAN MAP TO BE CONSISTENT WITH PIERCE COUNTY'S DESIGNATION OF THE CITY'S URBAN GROWTH BOUNDARIES.

WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the Act requires that the Comprehensive Plan include a utilities element, consisting of the general location and capacity of all existing and proposed utilities (RCW 36.70A.070); and

WHEREAS, the Act requires that the Comprehensive Plan include a transportation element with all of the sub elements identified in RCW 36.70A.070(6); and

WHEREAS, the City adopted its GMA Comprehensive Plan in 1986, later updated in 1994 (together with transportation and utilities elements); and

WHEREAS, the City is required to consider suggested changes or amendments to the City's Comprehensive Plan (RCW 36.70A.470), but the City may not amend the Comprehensive Plan more than once a year (RCW 36.70A.130); and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, the City's SEPA Responsible Official has issued a Determination of Non-Significance with regard to the proposed adoption of the elements to amend the City's Comprehensive Plan, as well as the remaining amendments; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on November 5, 2002, pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor Planning Commission held a work study session the comprehensive plan amendments to the Land Use Map and the text on May 3, 2001; and

WHEREAS, the Planning Commission held public hearings on the comprehensive plan amendments to the Land Use Map and the text on May 31, 2001 and June 21, 2001; and

WHEREAS, the Planning Commission held a work study session on the comprehensive plan amendments to the Land Use Map and the text to deliberate and formulate a recommendation to City Council on July 25, 2001 and August 8, 2001; and

WHEREAS, on November 12, 2002 and November 25, 2002, the Gig Harbor City Council held public hearings to consider the comprehensive plan amendments; and

WHEREAS, on December 9, 2002, during the regular City Council meeting, the City Council deliberated and voted on the comprehensive plan amendments; Now, Therefore,

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

Section 1. Water System Plan. The City Council hereby adopts the June 2001 Water System Comprehensive Plan (Exhibit A hereto), by reference, as if the same were fully set forth herein. The City Council hereby adopts the June 2001 Water System Comprehensive Plan (Exhibit A) by reference as part of the utilities element of the City's Comprehensive Plan.

Section 2. Transportation Update. The City Council hereby adopts the 2002 Gig Harbor Transportation Update, (Exhibit B) by reference, as if the same were fully set forth herein. The City Council hereby adopts the 2002 Gig Harbor Transportation Update (Exhibit B) as part of the transportation element of the City's Comprehensive Plan.

Section 3. Storm Water Plan. The City Council hereby adopts the March 2001 City of Gig Harbor Storm Water Comprehensive Plan (Exhibit C hereto) by reference, as if the same were fully set forth herein. The City Council hereby adopts the March 2001 City of Gig Harbor Storm Water Comprehensive Plan (Exhibit C) as part of the utilities element of the City's Comprehensive Plan.

Section 4. Wastewater Plan. The City Council hereby adopts the February 2002 City of Gig Harbor Wastewater Comprehensive Plan (Exhibit D hereto) by reference, as if the same were fully set forth herein. The City Council hereby adopts the February 2002 City of Gig Harbor Wastewater Comprehensive Plan (Exhibit D) as part of the utilities element of the City's Comprehensive Plan.

Section 5. Comprehensive Land Use Map and Plan Text Amendments.

A. **Notice.** The City Clerk confirmed that public notice of the public hearings held by the City Council on the following applications was provided.

B. **Hearing Procedure.** The City Council's consideration of the comprehensive land use map and plan text amendments is a legislative act. The Appearance of Fairness doctrine does not apply.

C. **Testimony.** The following persons testified on the applications:

1. _____
2. _____
3. _____

D. **Applications.**

1. **01-01 Uddenberg Application.** (.42 acres at 7201 Pioneer Way, Gig Harbor)

From the present Residential Low designation to a Residential Medium designation. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to approve this application. The City Council hereby adopts the Staff Report 2001 Comprehensive Plan Amendments, as it relates to the Uddenberg application No. 01-01, by reference.

2. **01-02 Uddenberg Application** (.29 acres at 3519 Grandview Street, Gig

Harbor) From the present Residential Low designation to a Residential Medium designation. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to approve this application. The City Council hereby adopts the Staff Report 2001 Comprehensive Plan Amendments, as it relates to the Uddenberg application No. 01-02, by reference.

3. **01-05 Burnham Construction, LLC** (20 acres at 9600 44th Avenue NW, Gig Harbor) From the present Mixed Use designation to an Employment Center designation. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to approve this application. The City Council hereby adopts the Staff Report 2001 Comprehensive Plan Amendments, as it relates to the Burnham Construction, LLC application No. 01-05, by reference.

4. **01-06 Burnham Construction, LLC** (14 acres at 10421 Burnham Drive, Gig Harbor) From the present Mixed Use designation to an Employment Center designation. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to approve this application. The City Council hereby adopts the Staff Report 2001 Comprehensive Plan Amendments, as it relates to the Burnham Construction, LLC application No. 01-06, by reference.

5. **01-10 City of Gig Harbor** (Consistency with Pierce County Gig Harbor Peninsula Community Plan). This is an application for changes to be made in the City's Comprehensive Plan to be consistent with the Urban Growth Area as adopted by Pierce County in the Pierce County Gig Harbor Peninsula Community Plan (Pierce County Ordinance No. 2001-44s2), and involves fourteen (14) changes to the City's Comprehensive Plan Map. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to approve this application. The City Council hereby adopts the Staff Report 2001 Comprehensive Plan Amendments, as it relates to the City of Gig Harbor application No. 01-10, by reference.

Section . Transmittal to State. The City Community Development Director is directed to forward a copy of this Ordinance, together with all of the exhibits, to the Washington State

Office of Community Development within ten days of adoption, pursuant to RCW 36.70A.106.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY'S COMPREHENSIVE LAND USE PLAN: (1) ADOPTING THE JUNE 2001 CITY OF GIG HARBOR WATER SYSTEM COMPREHENSIVE PLAN AND INCORPORATING IT IN THE UTILITIES ELEMENT; (2) ADOPTING THE 2002 GIG HARBOR TRANSPORTION UPDATE AND INCOPORATING IT IN THE TRANSPORTATION ELEMENT; (3) ADOPTING THE FEBRUARY 2002 WASTEWATER COMPREHENSIVE PLAN IN THE UTILITIES ELEMENT; (4) ADOPTING THE MARCH 2001 STORM WATER COMPREHENSIVE PLAN IN THE UTILITIES ELEMENT; (5) CHANGING THE LAND USE DESIGNATIONS ON THE FOLLOWING PARCELS: (A) FROM RESIDENTIAL LOW TO RESIDENTIAL MEDIUM FOR .42 ACRES AT 7201 PIONEER WAY; (B) FROM RESIDENTIAL LOW TO RESIDENTIAL MEDIUM FOR .29 ACRES AT 3519 GRANDVIEW STREET; (C) FROM MIXED USE TO COMMERCIAL/BUSINESS FOR 20 ACRES AT 9600 -- 44TH AVENUE N.W.; (D) FROM MIXED USE TO COMMERCIAL/BUSINESS FOR 14 ACRES AT 10421 BURNHAM DRIVE; AND (6) CORRECTING MAPPING ERRORS IN THE COMPREHENSIVE LAND USE PLAN MAP TO BE CONSISTENT WITH PIERCE COUNTY'S DESIGNATION OF THE CITY'S URBAN GROWTH BOUNDARIES.

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

APPROVED by the City Council at their meeting of _____.

MOLLY TOWSLEE, CITY CLERK

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, DENYING CERTAIN AMENDMENTS TO THE CITY'S COMPREHENSIVE LAND USE PLAN FOR A CHANGE IN THE LAND USE DESIGNATION OF RESIDENTIAL LOW TO RESIDENTIAL MEDIUM FOR 1.66 ACRES OF PROPERTY AT 5429 - 36TH AVENUE NW AND FOR A TEXT AMENDMENT REQUIRING THE USE OF LOW IMPACT DEVELOPMENT GUIDELINES FOR PROPERTIES CONSTRAINED BY CRITICAL AREAS.

WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the City is required to consider suggested changes or amendments to the City's Comprehensive Plan (RCW 36.70A.470), but the City may not amend the Comprehensive Plan more than once a year (RCW 36.70A.130); and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, the City's SEPA Responsible Official has issued a Determination of Non-Significance with regard to the proposed adoption of the applications to amend the City's Comprehensive Plan, as well as the proposed utilities comprehensive plans; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Office of Community Development on November 5, 2002, pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor Planning Commission held a work study session the comprehensive plan amendments to the Land Use Map and the text on May 3, 2001; and

WHEREAS, the Planning Commission held public hearings on the comprehensive plan amendments to the Land Use Map and the text on May 31, 2001 and June 21, 2001; and

WHEREAS, the Planning Commission held a work study session on the comprehensive plan amendments to the Land Use Map and the text to deliberate and formulate a recommendation to City Council on July 25, 2001 and August 8, 2001; and

WHEREAS, on November 12, 2002 and November 25, 2002, the Gig Harbor City Council held public hearings to consider the comprehensive plan amendments; and

WHEREAS, on December 9, 2002, during the regular City Council meeting, the City Council deliberated and voted on the comprehensive plan amendments; Now, Therefore,

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

Section 1. Comprehensive Land Use Map and Plan Text Amendments.

A. **Notice.** The City Clerk confirmed that public notice of the public hearings held by the City Council on the following applications was provided.

B. **Hearing Procedure.** The City Council's consideration of the comprehensive land use map and plan text amendments is a legislative act. The Appearance of Fairness doctrine does not apply.

C. **Testimony.** The following persons testified on the applications:

1. _____
2. _____
3. _____

D. Applications.

1. 01-07 Kaltnick/Baerg (1.66 acres at 5429 36th Avenue NW, Gig Harbor)

From the present Residential Low designation to a Residential Medium designation. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to deny this application. The City Council hereby adopts the Staff Report 2001 Comprehensive Plan Amendments, as it relates to the Kaltnick/Baerg application No. 01-07, by reference.

2. 01-11 Council Member Owel (Textual Amendment) A proposed a textual

amendment to the Land Use Open Space/Preservation Areas goal requiring the use of 'low impact development' (LID) guidelines and standards for properties constrained by critical areas. After consideration of the materials in the file, staff presentation, the City's comprehensive plan, applicable law, and the public testimony, the City Council voted to deny this application. The City Council hereby adopts the Staff Report 2001 Comprehensive Plan Amendments, as it relates to the Council Member Owel application No. 01-11, by reference.

Section 2. Transmittal to State. The City Community Development Director is directed to forward a copy of this Ordinance, together with all of the exhibits, to the Washington State Office of Community Development within ten days of adoption, pursuant to RCW 36.70A.106.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this
__th day of _____, 2002.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, DENYING CERTAIN AMENDMENTS TO THE CITY'S COMPREHENSIVE LAND USE PLAN FOR A CHANGE IN THE LAND USE DESIGNATION OF RESIDENTIAL LOW TO RESIDENTIAL MEDIUM FOR 1.66 ACRES OF PROPERTY AT 5429 - 36TH AVENUE NW AND FOR A TEXT AMENDMENT REQUIRING THE USE OF LOW IMPACT DEVELOPMENT GUIDELINES FOR PROPERTIES CONSTRAINED BY CRITICAL AREAS.

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

APPROVED by the City Council at their meeting of _____.

MOLLY TOWSLEE, CITY CLERK



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

**STAFF REPORT TO THE CITY COUNCIL
2001 COMPREHENSIVE PLAN AMENDMENTS
NOVEMBER 25, 2002**

I. IDENTIFICATION OF COMPREHENSIVE PLAN AMENDMENTS.

- A. 01-01 Uddenberg Application (.42 acres at 7201 Pioneer Way, Gig Harbor) from Residential Low to Residential Medium;
- B. 01-02 Uddenberg Application (.29 acres at 3519 Grandview, Gig Harbor) from Residential Low to Residential Medium;
- C. 01-05 Burnham Construction, LLC Application (20 acres at 9600 – 44th Avenue N.W., Gig Harbor) from Mixed Use to Employment Center;
- D. 01-06 Burnham Construction, LLC Application (14 acres at 10421 Burnham Drive, Gig Harbor) from Mixed Use to Employment Center;
- E. 01-07 Kaltnic-Baerg Application (1.66 acres at 5429 – 36th Avenue N.W., Gig Harbor) from Residential Low to Residential Medium;
- F. 01-10 Changes to Land Use Plan Map to Correct Urban Growth Area Designations given to property by Pierce County; and
- G. 01-11 Council Member Owel Application, text amendment to Land Use Element, page 14;
- H. Amendment of the Transportation Element of the Comprehensive Land Use Plan to include the 2002 Gig Harbor Transportation Update;
- I. Amendment of the Utilities Element of the Comprehensive Land Use Plan to include the March 2001 City of Gig Harbor Storm Water Comprehensive Plan;
- J. Amendment of the Utilities Element of the Comprehensive Land Use Plan to include the February 2002 City of Gig Harbor Wastewater Comprehensive Plan; and
- K. Amendment of the Utilities Element of the Comprehensive Land Use Plan to include the June 2001 City of Gig Harbor Water System Comprehensive Plan.

II. SEPA REVIEW.

For the comprehensive plan amendments identified in A through G above, the City issued a Determination of Non-Significance on August 29, 2002. On October 16, 2002, the City issued a Mitigated Determination of Non-Significance, which included SEPA review on all of the comprehensive plan amendments listed above. There were no appeals filed.

III. APPLICABLE DEFINITIONS.

A. Residential. The following is the definition for Residential land use designation in the City's Comprehensive Plan:

Provides primarily for residential uses and facilities that would ordinarily be associated with or closely linked to residential uses and neighborhoods. Two density ranges are defined for residential: RL (urban residential low density, 3.0-4.0 dwelling units per acre) and RM (urban residential moderate density, 4.0-12.0 dwelling units per acre).

In residential-medium designations, conditional allowance may be provided for professional offices or businesses which would not significantly impact the character of residential neighborhoods. The intensity of the non-residential use shall be established under the appropriate land use or zoning category of the development regulations and standards.

Use natural buffers or innovative site design as mitigation techniques to minimize operation impacts of non-residential uses and to serve as natural drainage ways.

B. Mixed Use. The following is the definition for the Mixed Use land use designation in the City's Comprehensive Plan:

Mixed Use is an area of commercial/employment, office and multifamily located along principal collector routes which link the downtown area with SR-16. Commercial/employment activity within a Mixed Use area caters to a customer base beyond the immediate surrounding neighborhoods due to its location along the collector routes. The individual commercial/employment activities or developments in these areas are not of a size or character to be considered "major" activity or traffic generating uses. Multi-family and office uses are allowed within the Mixed Use area to provide economic diversity and housing opportunities near transit routes and business activities. The desired allocation of land use within the Mixed Use designation is:

Commercial/Employment	45% maximum
Professional Office	30% maximum
Multifamily	25% minimum

Parcels or developments ten acres or greater in area may use the defined allocation regardless of the underlying zoning code designation of the property. Properties or developments less than ten acres are limited to the uses as defined by the official zoning map of the City. Uses which have been approved by Pierce County prior to the adoption of this plan are considered legitimate conforming uses.

C. Commercial/Business. The following is the definition for Commercial/Business land use designation in the City's Comprehensive Plan:

Provides primarily retail and wholesale facilities, including service and sales. Where appropriate, mixed-use residential with commercial) may be permitted through a planned unit development process. Commercial-business activities consist of the following: Retail sales and services; business and professional offices; mini-warehousing. Commercial areas which border residential designations or uses should use available natural features as boundaries. Natural features should serve as buffers, which may consist of standing timber, streams or drainage swales; a minimum buffer width should be 30 feet; and the density and depth of the buffer should be proportional to the intensity of the use.

D. Employment Center. The following is the definition for the Employment Center land use designation in the City's Comprehensive Plan:

Broadly defines an area that is intended to meet long-term employment needs of the community. Employment centers consist of the following: wholesale distribution facilities; manufacturing and assembly; warehousing/storage; business offices/business complexes; medical facilities/hospitals; telecommunication services; transportation services and facilities. Conditional allowances of commercial facilities which are subordinate to and supportive of employment activities.

IV. INDIVIDUAL APPLICATIONS.

A. **01-01 Uddenberg, from Residential Low to Residential Medium (0.42 acres at 7201 Pioneer Way, Gig Harbor)**

Existing Development: single-family home.

Existing Zoning: Single-Family Residential (R-1).

Existing Density: 3.0 to 4.0 dwelling units per acre.

Existing Neighborhood: The site is bounded by properties designated Residential Low to the north and east. A comprehensive plan amendment has also been submitted by Mr. Uddenberg to change the comprehensive plan land use designation of a property located to the east from Residential Low to Residential Medium (#01-02). Property located to the south is designated Commercial /Business and property located to the west is designated Residential Low. Properties to the north, east and west are developed with existing single-family residences. The Gig Harbor Civic Center is located southeast of the subject site. Properties located to the southwest of the subject site are developed with commercial and professional offices.

Proposed Development: The applicant has indicated his intent to pursue a site-specific rezone of this property to a Residential and Business District (RB-1) zone for the purposes of constructing a professional office building on this site. Professional offices are a permitted use in the RB-1 zone.

Proposed Zoning: A site-specific rezone application has not been submitted at this time, but the requested Residential Medium comprehensive plan designation is consistent with the Residential and Business District (RB-1) zone. It is likely that if the comprehensive plan amendment is granted, the applicant will submit a site-specific rezone application to RB-1. In order to re-develop the property with a professional office development, a site-specific rezone would have to be granted. In order for the site-specific rezone to be granted, a finding of consistency with the comprehensive plan must be made. The Residential Medium comprehensive plan designation is consistent with the implementing Residential and Business District (RB-1) zone.

Proposed Density: 3.0 dwelling units per acre (RB-1 Zone).

Proposed Comprehensive Land Use Designation's Effect on City Water: Adequate water supply exists for the proposed change in land use designation.

Proposed Comprehensive Land Use Designation's Effect on City Sewer: Adequate sewer capacity exists for the proposed change in land use designation.

Proposed Comprehensive Land Use Designation's Effect on City Streets:

Undetermined, traffic impacts will be assessed and appropriate mitigation measures, if any, will be imposed at time of development application. The City's SEPA analysis reviewed the traffic impacts of this proposal and more in-depth analysis will be performed at the time another application is submitted for the property, including a site-specific rezone application.

Application is consistent with the following Comprehensive Plan policies: Given the change in the overall character of the general neighborhood, the proposed change from Residential Low to Residential Medium is consistent with the Comprehensive Plan policy 20. Planning Unit Boundaries (Land Use Chapter, page 15) which calls for defining planning units which are based upon like land uses and activities; delineation of planning unit boundaries using natural features, roads or other physical improvements; the identification of critical transition areas or points of conflict with adjacent or incompatible planning units; and resolution of conflict or compatibility issues through a neighborhood planning process and employ transitional uses for consideration in future development reviews.

Rationale for Applicant's Request to Change Comprehensive Land Use Designation:

The character of the existing neighborhood is such that fairly intensive uses exist on the intersection of Pioneer and Grandview. The subject property is located at the intersection of these two streets. The applicant has expressed difficulty renting the existing home at market value because of the noise levels and traffic volumes located at this location. Additionally, with the development of the Gig Harbor Civic Center on a southwesterly parcel, there is increased non-residential activity in the neighborhood.

Staff Analysis: The Comprehensive Plan provides that "the intensity of the non-residential use should be compatible with the adjacent residential area." Here, a property owner is asking for a new land use designation that reflects the fact that the neighborhood is no longer primarily single-family residential. Given that the majority of the adjacent land use designations are non-residential, and that there may be some negative impacts of these non-residential uses on the existing single-family residential use (such as increased non-residential activity in the area), the Staff recommends that the Comprehensive Plan land use designation be changed to Residential Medium. The property has become

transitional in nature and is best suited for a Residential Medium designation, which would conditionally allow for professional offices or businesses that would not significantly affect the character of existing residential neighborhoods. The intended site-specific rezone to RB-1 would allow for all uses permitted in the R-1 district; bed and breakfast establishments; professional offices and personal services; publicly owned parks and playgrounds; temporary buildings for and during construction; uses which complement or facilitate permitted uses such as parking facilities or public plazas; pharmacies solely incidental to medical offices; family day care; and adult family homes.

Planning Commission Recommendation: The Planning Commission recommended that the application be approved, subject to the property owner entering into a development agreement with the City to ensure that adequate buffer areas were provided for the adjoining residential areas. The Planning Commission also recommended a textual amendment to address transitional areas such as these. The Planning Commission recommended the inclusion of the following language in the Land Use Chapter of the Comprehensive Plan, Section 20. Planning Unit Boundaries, page 15:

- Transition areas between established residential neighborhoods and commercial development should be carefully evaluated prior to amending planning unit boundaries (land use designations). Consideration will be given to ensuring compatibility of uses, adequacy of buffering existing residential uses, and provisions for appropriate design, scale, and landscaping.
- Transition areas are intended to serve as a buffer between high intensity commercial and lower density residential uses. Implementing regulations and restrictions will serve to protect and preserve residential uses while permitting business uses characterized principally by professional and consultive services or executive and administrative offices, which are compatible with single-family residential development. To this extent, nonresidential structures should be limited in total gross floor area per lot in order to minimize the impact of bulk and scale to residential neighborhoods.
- The intent of the aforementioned items is to minimize encroachment of commercial development into established residential neighborhoods through the use of development agreements. As such, site-specific applications for amending planning unit boundaries (land use designations) shall be considered on an individual case-by-case basis.

The Comprehensive Plan provides: “use natural buffers or innovative site design as mitigation techniques to minimize operational impacts of non-residential uses and to serve as natural drainage ways.” The City Attorney has noted that this additional language as proposed cannot be considered in the analysis of the Uddenberg amendment application because it is not currently included in the City’s Comprehensive Plan. The Planning Commission’s recommended additional language to address transitional areas will need to be reviewed and processed as a comprehensive plan amendment during a future Comprehensive Plan Amendment cycle.

Staff Recommendation to Council: Staff recommends that the Council adopt this Comprehensive Plan Amendment, without the requirement for a development agreement.

If the Council adopts Comprehensive Plan amendment application No. 01-02, the only property that would possibly benefit from a development agreement requiring a buffer would be the property to the west. At this time, the subject property is developed with a single-family residential home. No buffer is needed between an existing single family home and another existing single-family home. Development agreements must be limited in time. If the City executes a development agreement with Mr. Uddenberg requiring the installation of a buffer, and the term of the agreement passes before Mr. Uddenberg demolishes the existing house and proposes a re-development of the site, the development agreement will accomplish nothing.

If there is no development agreement, the comprehensive plan amendment is approved and the property owner demolishes the existing single-family home on the site, he will have to apply for new development permits in order to develop the property. If the property owner does not apply for a site-specific rezone, and decides to develop the property as residential consistent with the existing zoning, there probably will not be a need for a buffer (because there will not be a need to buffer residential uses from residential uses). If the property owner applies for a site-specific rezone, the City can consider whether the site-specific rezone should include a condition requiring "natural buffers or innovative site design as mitigation techniques to minimize the operational impacts of non-residential uses." If the project includes "innovative site design," no development agreement or natural buffer is required by the comprehensive plan.

B. 01-02 Uddenberg, from Residential Low to Residential Medium (0.29 acres at 3519 Grandview)

Existing Development: single-family home.

Existing Zoning: Single-Family Residential (R-1).

Existing Density: 3.0 to 4.0 dwelling units per acre.

Existing Neighborhood: The site is bounded by properties designated Residential Low to the north and east. A comprehensive plan amendment has also been submitted by Mr. Uddenberg to change the comprehensive plan land use designation of a property located to the west from Residential Low to Residential Medium (#01-01). Property located to the south is designated Commercial /Business and property located to the west is designated Residential Low. Properties to the north, east and west are developed with existing single-family residences. The Gig Harbor Civic Center is located southeast of the subject site. Properties located to the southwest of the subject site are developed with commercial and professional offices.

Proposed Development: The applicant has indicated his intent to pursue a site-specific rezone of this property to a Residential and Business District (RB-1) zone for the purposes of constructing a professional office building on this site. Professional offices are a permitted use in the RB-1 zone.

Proposed Zoning: A site-specific rezone application has not been submitted at this time, but the requested Residential Medium comprehensive plan designation is consistent with the Residential and Business District (RB-1) zone. It is likely that if the comprehensive plan amendment is granted, the applicant will submit a site-specific rezone application to

RB-1. In order to re-develop the property with a professional office development, a site-specific rezone would have to be granted. In order for the site-specific rezone to be granted, a finding of consistency with the comprehensive plan must be made. The Residential Medium comprehensive plan designation is consistent with the implementing Residential and Business District (RB-1) zone.

Proposed Density: 3.0 dwelling units per acre (RB-1 Zone).

Proposed Comprehensive Land Use Designation's Effect on City Water: Adequate water supply exists for the proposed change in land use designation.

Proposed Comprehensive Land Use Designation's Effect on City Sewer: Adequate sewer capacity exists for the proposed change in land use designation.

Proposed Comprehensive Land Use Designation's Effect on City Streets:

Undetermined, traffic impacts will be assessed and appropriate mitigation measures, if any, will be imposed at time of development application. The City's SEPA analysis reviewed the traffic impacts of this proposal and more in-depth analysis will be performed at the time another application is submitted for the property, including a site-specific rezone application.

Application is consistent with the following Comprehensive Plan policies: Given the change in the overall character of the general neighborhood, the proposed change from Residential Low to Residential Medium is consistent with the Comprehensive Plan policy 20. Planning Unit Boundaries (Land Use Chapter, page 15) which calls for defining planning units which are based upon like land uses and activities; delineation of planning unit boundaries using natural features, roads or other physical improvements; the identification of critical transition areas or points of conflict with adjacent or incompatible planning units; and resolution of conflict or compatibility issues through a neighborhood planning process and employ transitional uses for consideration in future development reviews.

Rationale for Applicant's Request to Change Comprehensive Land Use Designation:

The character of the existing neighborhood is such that fairly intensive uses exist on the intersection of Pioneer and Grandview. The subject property is located in close proximity of the intersection these two streets. The applicant has expressed difficulty renting the existing home at market value because of the noise levels and traffic volumes located at this location. Additionally, with the development of the Gig Harbor Civic Center on a southwesterly parcel, there is increased non-residential activity in the neighborhood.

Staff Analysis: The Comprehensive Plan provides that "the intensity of the non-residential use should be compatible with the adjacent residential area." Here, a property owner is asking for a new land use designation that reflects the fact that the neighborhood is no longer primarily single-family residential. Given that the majority of the adjacent land use designations are non-residential, and that there may be some negative impacts of these non-residential uses on the existing single-family residential use (such as increased non-residential activity in the area), the Staff recommends that the Comprehensive Plan land use designation be changed to Residential Medium. The property has become transitional in nature and is best suited for a Residential Medium designation, which would conditionally allow for professional offices or businesses that would not significantly affect the character of existing residential neighborhoods.

Planning Commission Recommendation: The Planning Commission recommended that the application be approved, subject to the property owner entering into a development agreement with the City to ensure that adequate buffer areas were provided for the adjoining residential areas. The Planning Commission also recommended a textual amendment to address transitional areas such as these. The Planning Commission recommended the inclusion of the following language in the Land Use Chapter of the Comprehensive Plan, Section 20. Planning Unit Boundaries, page15:

- Transition areas between established residential neighborhoods and commercial development should be carefully evaluated prior to amending planning unit boundaries (land use designations). Consideration will be given to ensuring compatibility of uses, adequacy of buffering existing residential uses, and provisions for appropriate design, scale, and landscaping.
- Transition areas are intended to serve as a buffer between high intensity commercial and lower density residential uses. Implementing regulations and restrictions will serve to protect and preserve residential uses while permitting business uses characterized principally by professional and consultive services or executive and administrative offices, which are compatible with single-family residential development. To this extent, nonresidential structures should be limited in total gross floor area per lot in order to minimize the impact of bulk and scale to residential neighborhoods.
- The intent of the aforementioned items is to minimize encroachment of commercial development into established residential neighborhoods through the use of development agreements. As such, site-specific applications for amending planning unit boundaries (land use designations) shall be considered on an individual case-by-case basis.

The Comprehensive Plan provides: “use natural buffers or innovative site design as mitigation techniques to minimize operational impacts of non-residential uses and to serve as natural drainage ways.” The City Attorney has noted that this additional language as proposed cannot be considered in the analysis of the Uddenberg amendment application because it is not currently included in the City’s Comprehensive Plan. The Planning Commission’s recommended additional language to address transitional areas will need to be reviewed and processed as a comprehensive plan amendment during a future Comprehensive Plan Amendment cycle.

Staff Recommendation to Council: Staff recommends that the Council adopt this Comprehensive Plan Amendment, without the requirement for a development agreement. If the Council adopts Comprehensive Plan amendment application No. 01-01, the only property that would possibly benefit from a development agreement requiring a buffer would be the property to the west. At this time, the subject property is developed with a single-family residential home. No buffer is needed between an existing single family home and another existing single-family home. Development agreements must be limited in time. If the City executes a development agreement with Mr. Uddenberg requiring the installation of a buffer, and the term of the agreement passes before Mr.

Uddenberg demolishes the existing house and proposes a re-development of the site, the development agreement will accomplish nothing.

If there is no development agreement, the comprehensive plan amendment is approved and the property owner demolishes the existing single-family home on the site, he will have to apply for new development permits in order to develop the property. If the property owner does not apply for a site-specific rezone, and decides to develop the property as residential consistent with the existing zoning, there probably will not be a need for a buffer (because there will not be a need to buffer residential uses from residential uses). If the property owner applies for a site-specific rezone, the City can consider whether the site-specific rezone should include a condition requiring "natural buffers or innovative site design as mitigation techniques to minimize the operational impacts of non-residential uses." If the project includes "innovative site design," no development agreement or natural buffer is required by the comprehensive plan.

C. 01-05 Burnham Construction, LLC from Mixed Use to Employment Center (20 acres at 9600 – 44th Avenue N.W)

Existing development: Northharbor Business Campus, which includes a mix of tenants with a variety of uses such as Tolt Technologies (manufacturing, processing, shipping/receiving, office and warehouse) and NuHealth (manufacturing, processing, shipping/receiving, office and warehouse). The existing development contains eleven lots on the 20-acre site. Three of the eleven lots have been built upon. The remaining nine vacant lots total approximately 6.2 acres.

Existing zoning: Residential and Business (RB-2) with a Mixed Use Overlay (MUD)

Existing Neighborhood: The site is bounded by property designated Single Family Residential (R-1) with a Mixed Use Overlay (MUD) and Planned Community Development Low Density Residential (PCD-RLD) on the north; by Residential and Business (RB-2) with Mixed Use Overlay (MUD) to the south; Residential and Business (RB-2) and Single-Family Residential (R-1) both with the Mixed Use Overlay District (MUD) on the west; and Single-Family Residential (R-1) on the east.

Proposed Development: No change in uses or existing development proposed. However, a site-specific rezone to an Employment District (ED) zone would be necessary to fully implement the change in Comprehensive Plan land use designation.

Proposed Zoning: A site-specific rezone application has not been submitted at this time, but the requested Employment Center comprehensive plan designation is consistent with the Employment District (ED) zone. It is likely that if the comprehensive plan amendment is granted, the applicant will submit an application for a rezone to ED for the property. This will allow the applicant to develop the remaining 6.2 acres of undeveloped property with the uses set forth in Gig Harbor Municipal Code section 15.45.020.

Proposed Land Use Designation's Effect on City Water: None, no change in use or intensity of use is proposed.

Proposed Land Use Designation's Effect on City Sewer: None, no change in use or intensity of use is proposed.

Proposed Land Use Designation's Effect on City Streets: None, no change in use or intensity of use is proposed.

Proposed Land Use Designation is Consistent with the Following Comprehensive Plan policies: Given the types of uses existing on the site, the proposed change from Mixed Use to Employment Center is consistent with the Comprehensive Plan policy 9. Generalized Land Uses Categories which indicates that Employment Centers consist of the following: wholesale distribution facilities; manufacturing and assembly; warehousing/storage; business offices/business complexes; medical facilities/hospitals; telecommunication services; transportation services and facilities.

Rationale for Applicant's Request to Change Comprehensive Land Use Designation: The approval and partial construction of the Northharbor Business Campus was completed prior to annexation of the property, following the adoption of the City's 1994 Comprehensive Plan. This request is to correct a mapping inconsistency created by the annexation of the property in that the City's 1994 Comprehensive Plan designated the site as Mixed Use and did not reflect existing development that had already begun to occur on-site.

Staff Recommendation: The existing uses on the property are more in keeping with those described in the Employment Center designation, rather than the Mixed Use designation. For example, there are wholesale distribution facilities, manufacturing and assembly facilities, and warehousing/storage facilities existing on-site, all of which are uses allowed in the Employment Center land use designation.

In contrast, the existing uses on the property are not consistent with the Mixed Use land use designation because there is no commercial/employment; professional offices, nor any multifamily development on-site. The Mixed Use designation requires a 25% minimum multifamily use, and allows a maximum of 45% commercial/employment and 30% of professional office uses.

Planning Commission Recommendation: The Planning Commission recommended approval of this request, in light of the existing development on the property.

Staff Recommendation to Council: Staff recommends that the Council approve the land use designation amendment, given the consistency of the existing development on the property with the types of uses allowed in the Employment Center designation.

D. 01-06 Burnham Construction, LLC from Mixed Use to Employment Center (14 acres at 10421 Burnham Drive)

Existing development: The existing development on-site at the Burnham Drive Commercial Park includes a mix of tenants with a variety of uses such as IES Incorporated (Warehousing, Shipping/Receiving), Swissray Medical (Manufacturing, Warehousing, Shipping/Receiving), Construction NW (Office, Storage), Environmental Chemical Solutions (Wholesale Sales, Shipping/Receiving), ServPro (Office, Storage) A/D Electric (Office, Warehousing, Shipping/Receiving), Hawk International

(Warehousing, Shipping/Receiving), and Wade Perrow Construction (Office, Storage). The property has been fully built out.

Existing Zoning: Residential and Business (RB-2) with a Mixed Use Overlay (MUD)

Existing Neighborhood: The site is bounded by property designated Planned Community Development Business Park (PCD-BP) on the north; by Medium Density Residential (R-2) to the south; Single-Family Residential (R-1) with the Mixed Use Overlay District (MUD) on the east; and Residential and Business (RB-2) with the Mixed Use Overlay (MUD) to the west.

Proposed Development: No change in uses or existing development proposed.

However, a site-specific rezone to an Employment District (ED) zone would be necessary to fully implement the change in Comprehensive Plan land use designation.

Proposed Zoning: A site-specific rezone application has not been submitted at this time, but the requested Employment Center comprehensive plan designation is consistent with the Employment District (ED) zone. It is likely that if the comprehensive plan amendment is granted, the applicant will submit an application for a rezone to ED for the property. This will allow the applicant to re-develop the property with the uses set forth in Gig Harbor Municipal Code section 15.45.020.

Proposed Land Use Designation's Effect on City Water: None, no change in use or intensity of use is proposed.

Proposed Land Use Designation's Effect on City Sewer: None, no change in use or intensity of use is proposed.

Proposed Land Use Designation's Effect on City Streets: None, no change in use or intensity of use is proposed.

Proposed Land Use Designation is Consistent with the Following Comprehensive Plan policies: Given the types of uses existing on the site, the proposed change from Mixed Use to Employment Center is consistent with the Comprehensive Plan policy 9.

Generalized Land Uses Categories which indicates that Employment Centers consist of the following: wholesale distribution facilities; manufacturing and assembly; warehousing/storage; business offices/business complexes; medical facilities/hospitals; telecommunication services; transportation services and facilities.

Rationale for Applicant's Request to Change Comprehensive Land Use Designation:

The approval and partial construction of the Burnham Drive Commercial Park was completed prior to annexation of the property, following the adoption of the City's 1994 Comprehensive Plan. This request is to correct a mapping inconsistency created by the annexation of the property in that the City's 1994 Comprehensive Plan designated the site as Mixed Use and did not reflect existing development that had already begun to occur on-site.

Staff Recommendation: The existing uses on the property are more in keeping with those described in the Employment Center designation, rather than the Mixed Use designation. For example, there are wholesale distribution facilities, manufacturing and assembly facilities, and warehousing/storage facilities existing on-site, all of which are uses allowed in the Employment Center land use designation.

In contrast, the existing uses on the property are not consistent with the Mixed Use land use designation because there is no commercial/employment or any multifamily development on-site. The Mixed Use designation requires a 25% minimum multifamily use, and allows a maximum of 45% commercial/employment and 30% of professional office uses.

Planning Commission Recommendation: The Planning Commission recommended approval of this request, in light of the existing development on the property.

Staff Recommendation to Council: Staff recommends that the Council approve the land use designation amendment, given the consistency of the existing development on the property with the types of uses allowed in the Employment Center designation.

E. 01-07 Kaltnic-Baerg from Residential Low to Residential Medium (1.66 acres at 5429 36th Avenue N.W.)

Existing Development: Vacant.

Existing Zoning: Single Family Residential (R-1).

Existing Density: 3.0 to 4.0 dwellings per acre.

Existing Neighborhood: The adjacent parcels of property are zoned as follows: north (Single Family Residential R-1); south (Single Family Residential R-1); east (Residential and Business RB-2); and west (Reserve 5, unincorporated Pierce County outside of the City of Gig Harbor Urban Growth Area (UGA), allows 1 dwelling unit per 5 acres). Existing single-family residential uses are located to the north, south and west. An existing apartment complex is located to the east of the site.

Proposed Development: The applicant's has indicated their intent to pursue a site-specific rezone of this property to a moderate density zone for the purposes of constructing town homes and flats on this site.

Proposed Zoning: A site-specific rezone application has not been submitted at this time, but the requested Residential Medium comprehensive plan amendment is consistent with the Medium-Density Residential (R-2) zone, allowing the uses described in Gig Harbor Municipal Code section 17.20.020. It is likely that if the comprehensive plan amendment is granted, the applicant will submit and application for a rezone to R-2 for the property. The Residential and Business District (RB-1) zone, allowing the uses described in Gig Harbor Municipal Code section 17.28.020 is also consistent with the Residential Medium comprehensive plan designation.

Proposed Density: 6.0 to 7.8 dwelling units per acre (R-2 Zone).

Proposed Comprehensive Land Use Designation's Effect on City Water: Adequate water supply exists for the proposed change in land use designation.

Proposed Comprehensive Land Use Designation's Effect on City Sewer: Adequate sewer capacity exists for the proposed change in land use designation. However, according to the SEPA DNS (Determination of Non-Significance) issued on August 29, 2002 by the City's SEPA Responsible Official, sewer infrastructure currently does not extend to 38th Avenue N.W. (the street on which the subject site fronts), according to the City's Public Works records. Future extension of sewer infrastructure along 38th Avenue

N.W. is identified on the six-year sewer capital improvement program as a development funded improvement.

Proposed Comprehensive Land Use Designation's Effect on City Streets:

Undetermined, traffic impacts will be assessed and appropriate mitigation measures, if any, will be imposed at time of development application. The applicant has indicated that based on data from the ITE Trip Generation Manual, the a.m. and p.m. peak hour would add one additional trip to the adjacent street system. Any additional transportation impacts that could result from the proposed development will be addressed at the time land use or building permit applications are submitted to the City. The City's SEPA analysis reviewed the traffic impacts of this proposal and more in-depth analysis will be performed at the time another application is submitted for the property, including a site-specific rezone application.

Application is Inconsistent with the following Comprehensive Plan policies: The Comprehensive Plan indicates that higher densities (8.0 to 12.0 units per acre) should be encouraged in developments which provide substantial open space or buffer areas within the development; have natural site characteristics suitable for higher intensity residential development; and would not significantly impact established single-family residential neighborhoods (Policy 13. Residential Densities, page 12).

Rationale for Applicant's Request to Change Comprehensive Land Use Plan Designation:

The applicant has indicated that development options have been evaluated and that the request in change in land use designation from Residential Low to Residential Medium is to allow for future development of the site. The applicant indicates that the change in designation is supported by the Comprehensive Plan goal of identifying and retaining those parcels with the fewest environmental constraints for high density and/or affordable housing development. (Comprehensive Plan, Housing, 1. (e), Page 53).

Staff Analysis: The site in question is bound by single-family residential uses to the north, south and west. The City has previously utilized the Residential Medium designation and corresponding zoning as a buffer between more intense uses and residential neighborhoods. The application of a Residential Medium designation in this location would not be appropriate given the existing residential uses located to the north, south, and west.

Planning Commission Recommendation: The Planning Commission recommended denial of this application and expressed concerns about the inappropriateness of locating medium density residential in an area characterized by existing single-family development.

Staff Recommendation to Council: Staff recommends that Council deny this Comprehensive Plan Amendment given the proximity of established single-family residential development; inconsistencies with adopted Comprehensive Plan policies; and that the City has typically utilized the Residential Medium designation and corresponding zoning as a buffer between more intense uses and residential neighborhoods which has not been demonstrated to be the case in this instance.

F. 01-10 Gig Harbor/Pierce County Gig Harbor Peninsula Community Plan.

Description of Amendment: On March 12, 2002, Pierce County adopted the Gig Harbor Peninsula Community Plan as a component of the Pierce County Comprehensive Plan (Pierce County Ordinance No. 2001-44s2). During the development of the Community Plan, City staff worked closely with Pierce County staff to ensure consistency between the County's Plan and the City's Comprehensive Plan for the Urban Growth Area (UGA). As part of the review internal inconsistencies have been identified between the City Zoning Map and Comprehensive Plan Land Use Map. Additionally, areas have been identified that are heavily constrained by wetland systems and others that involve apparent mapping errors. This action by Pierce County amended the Urban Growth Area boundary for the City. The following is a listing of those changes that were made to the UGA:

1. Change Residential Low comprehensive plan designation to Employment Center comprehensive plan designation. This area is developed with the County road shop, Purdy Topsoil & Gravel and the Peninsula Light shop. It is currently designated as Residential Low and zoned R-1. The Comprehensive Plan designation and zoning is not reflective of the actual land uses in this area. This change would apply to the area shown on Area 1 Map, which includes parcel #'s 0122241048, 0122241018, 0122241002, 0122243084, 0122244086, 0122244062, 0122244017, and 0122244072.
2. Change Residential Low Comprehensive Plan designation to Residential Medium. This area is zoned as R-2. The current Comprehensive Plan designation is not reflective of the actual zoning of the land. This change would apply to the area shown on Area 2 Map, which includes parcel #'s 0122251020, 0122255006, 0122255005, 0122255004, 0122255001, 0122255003, 0122255002, 0122255032, 0122251032, and 0122254062.
3. Change Commercial/Business Comprehensive Pan designation to Residential Medium in the area shown on Area 3 Map. This area is designated as Commercial/Business in the Comprehensive Plan and zoned as Employment District and RB-2. The change would apply to parcel # 01222361065.
4. Expand Employment Center designation that covers the east portion of parcel # 0122253020 to include the entire parcel. (The west portion of the parcel is currently designated Residential Low). This change would avoid the problem of split-zoned parcels (which was an apparent mapping error). Also, expand Employment Center designation and UGA boundary to include parcel #'s 0122253008 & 0122253019. (See Area 4 Map). These parcels are designated within the City's UGA by Pierce County. This change would resolve the inconsistency between the City and County maps.
5. Delete from UGA the area shown on Area 5 Map, which includes the following parcels:

Parcel #'s 3000610220,300061001, 03000610250, 3000610260, 3000610950, 3000610230, 3000610020, 3000610270,3000610240, 3000610280,

3000610290, 3000610030, 3000610050, 3000610040, 3000610060,
3000610300, 3000610200, 3000610190, 3000610210, 3000610070,
3000610180, 3000610310, 3000610080, 3000610170, 3000610320,
3000610150, 3000610140, 3000610160, 3000610090, 3000610330,
3000610110, 3000610120, 3000610130, 3000610100, 3000610340,
3000610470, 3000610350, 3000610410, 3000610390, 3000610460,
3000610400, 3000610160, 3000610090, 3000610330, 3000610110,
3000610120, 3000610130, 3000610100, 3000610340,
3000610470, 3000610350, 3000610410, 3000610390, 3000610460,
3000610400, 3000610420, 3000610370, 3000610450, 3000610430,
3000610440, 3000610360, 3000610960, 3000610380.

The existing UGA boundary splits the Henderson Bay Estates and several parcels located to the South. This correction would create a more logical boundary in light of the existing pattern of land subdivisions (See Area 5 Map).

6. Change Residential Low Comprehensive Plan designation to Employment Center on parcel #'s 0122361006, 0122361008, 0122361009 & 0122361013 (See Area 6 Map).
7. Change Residential Low Comprehensive Plan designation to Residential Medium. This area is zoned as RB-2 (Residential Business). The proposed Comprehensive Plan change would correct the inconsistency between the Comprehensive Plan and Zoning map. This change would apply to parcel #'s 0222312008, 0222313022 & 0222313009 (see Area 7 Map).
8. Change Residential Low Comprehensive Plan designation to Residential Medium. The area is developed with duplexes and is zoned R-2. The proposed change would eliminate the inconsistency between the Comprehensive Plan and zoning designations. The change would apply to parcel #'s 4348000051, 0222327024, 4348000011, 0222327009, and 0222327010 (See Area 8 Map).
9. Delete from the UGA parcel #'s 0121011020, 0121011019, 0121011021 & 0121011022. The area is heavily constrained by wetland systems and is not suitable for urban levels of development. (See Area 9 Map).
10. Delete from the UGA parcel #'s 4348000051, 0222327024, 4348000011, 0222327009, and 0222327010. The area is heavily constrained by wetland systems and is not suitable for urban levels of development (See Area 10 Map).
11. Expand UGA to include the following list of parcels and designate said parcels as Residential Low on the City's Comprehensive Plan map. (See Area 11 Map). The area is developed at urban levels and is experiencing on-site septic system failures and would appropriately be within the UGA.

Parcel #'s 0221181067, 0221181074, 0221185031, 0221185030, 0221185029,
0221185028, 0221185022, 0221185023, 0221181013, 0221185039,
0221185040, 0221181015, 0221185041, 0221185009, 0221185008,
0221181065, 0221185019, 0221185020, 0221185021, 0221185012,
0221185013, 0221185035, 0221185038, 0221185036, 0221185037,
6913000210, 6913000230, 6913000220, 6913000200, 6913000190,

6913000140, 6913000150, 6913000170, 6913000180, 6913000160, 6913000130, 6913000010, 6913000020, 6913000240, 6913000040, 6913000030, 6913000050, 6913000120, 6913000100, 6913000060, 6913000090, 6913000070, 6913000080, 6913000110, 9263000010, 9263000090, 9263000050, 9263000060, 9263000070, 0221181043, 9263000080, 9263000040, 9263000030, 9263000020, 4000450440, 4000450400, 9263000130, 9263000150, 9263000140, 9263000170, 9263000160, 9263000111, 9263000180, 9263000120, 0221181055, 9263000101, 4000450410, 4000450030, 4000450020, 4000450040, 4000450050, 4000450060, 4000450070, 4000450080, 4000450090, 4000450100, 4000450010, 4000450120, 4000450110, 4000450130, 4000450430, 4000450450, 4000450140, 4000450380, 4000450340, 4000450370, 4000450360, 4000450350, 4000450390, 4000450240, 4000450250, 4000450230, 4000450420, 4000450330, 4000450150, 4000450260, 4000450220, 0221185003, 4000450320, 0221185034, 0221185033, 4000450160, 0221185032, 4000450310, 4000450270, 4000450170, 4000450210, 0221185024, 0221185025, 0221185026, 0221185014, 0221185027, 4000450300, 4000450280, 4000450180, 4000450290, 4000450200, 4000450190, 7133000010, 7133000020, 7133000030, 7133000040, 7133000050, 7133000060, 7133000070, 7133000080, 7133000090, 7133000100, 7133000210, 7133000190, 7133000180, 7133000170, 7133000160, 7133000150, 7133000140, 7133000130, 7133000120, 7133000110, and 7133000200.

12. Expand UGA to include the parcels in the following list and designate said parcels as Residential Low on the City's Comprehensive Plan map. (See Area 12 Map). The County-adopted UGA boundary in this area is different than that which is depicted on the 1994 City Comprehensive land Use Map. The proposed change would correct this inconstancy.

Parcel #'s 4001400170, 4001400160, 4001400150, 4001400140, 4001400120, 4001400130, 4001400110, 4001400180, 4001400210, 4001400220, 4001400100, 4001400500, 4001400200, 4001400190, 4001400230, 4001400240, 4001400090, 4001400250, 4001400490, 4001400080, 4001400430, 4001400260, 4001400420, 4001400070, 4001400440, 4001400270, 4001400060, 4001400410, 4001400450, 4001400280, 4001400510, 4001400400, 4001400460, 4001400050, 4001400470, 4001400390, 4001400290, 4001400040, 4001400380, 4001400480, 4001400370, 4001400360, 4001400030, 4001400300, 4001400020, 4001400520, 4001400310, 4001400320, 4001400350, 4001400340, 4001400330, and 4001400010.

13. Expand UGA to include parcel #'s 0221213057, 0221204032, 0221213055, 0221213054 and designate said parcels as Residential Low on the City's Comprehensive Plan map. (See Area 13 Map).
14. Include in the City's UGA parcel #0222192002 and designate as Residential Low. (See Area 14 Map). This property was placed within the City's UGA by Pierce County in 1997 (Amendment U-4, Canterwood Division 12) but has not been

formally included on the City Land Use Map. The change would correct the inconsistency between the City's and the County's UGA maps.

15. Include in the City's UGA parcel #0221204023 and give a Comprehensive Plan land use designation of Residential Low. (See Area 15 Map). Mr. Jay W. Watland, owner of the property, requested this change. The proposal requests a change to the Pierce County comprehensive plan, for property located in Pierce County. The City has no jurisdiction to approve the request for a change to the Pierce County comprehensive plan.
16. Change Comprehensive Plan designation from Residential Low to Commercial/Business. Mr. Paul Cyr is requesting the change in behalf of the property owner, Fred Paulson. The change is proposed in anticipation of the County approving a change from the County's existing Moderate Single Family (MSF) designation to Community Center (CC). The change would include parcel #'s 0122243001, 01222430009 & 0122243045. (See Area 16 Map). The proposal requests a change to the Pierce County comprehensive plan, for property located in Pierce County. The City has no jurisdiction to approve the request for a change to the Pierce County comprehensive plan.

Staff Analysis: The City's Comprehensive Plan Land Use Map is inconsistent with the adopted Pierce County designation of the Urban Growth Area. The City is required to conform its map to the UGA designation made by Pierce County; these amendments are merely to make the necessary changes to the City's Comprehensive Land Use map as already amended by Pierce County. Pierce County did not approve proposals 15 and 16 listed above.

Planning Commission Recommendation: The Planning Commission recommended approval of the correction of the inconsistencies 1 through 14 as listed above.

The Planning Commission recommended denial of requests 15 and 16 as listed above agreeing with Pierce County's action.

Staff Recommendation to Council: Staff recommends that Council approve changes 1 through 14 as listed above. The proposals described in 15 and 16 are requests for changes to the Pierce County comprehensive plan, for property located in Pierce County. The City has no jurisdiction to approve requests for changes to the Pierce County comprehensive plan.

G. 01-11 Council Member Owel - Text Amendment.

Description of Amendment: Gig Harbor Council Member Owel has proposed a text amendment to the Land Use Element, Page 14, second bullet, Goal #17, Critical Areas, Open Space /Preservation Areas. Specifically, the following addition has been proposed:

Restrict or limit development or construction within open space/preservation areas but provide a wide variety of special incentives

and performance standards to allow increased usage or density on suitable property, which may contain these limitations. Require Low Impact Development (LID) guidelines and standards on properties that contain critical areas, designated open space, or those areas identified as environmentally sensitive or most susceptible to impacts from surface water runoff.

Staff Recommendation: When this application was being considered by the Planning Commission, Staff recommended approval of the Council Member Owel Comprehensive Plan Text Amendment #01-11 together with a further recommendation that funds be allocated in the 2002 Department of Planning & Building Services Budget specifically for the purposes of researching and developing Low Impact Development guidelines and necessary Municipal Code amendments for the City of Gig Harbor.

Planning Commission Recommendation: The Planning Commission recommended approval of this request.

Staff Analysis: The City Attorney has reviewed this application and provided the following analysis:

An amendment has been proposed to the City's Comprehensive Plan, requiring that the City adopt Low Impact Development guidelines "on properties that contain critical areas, designated open spaces, or those areas identified as environmentally sensitive or most susceptible to impacts from surface water runoff." There are no proposed Low Impact Development guidelines to accompany this proposed amendment.

The timing of the City's adoption of comprehensive plan amendments is governed by RCW 36.70A.130, which prohibits the City from adopting comprehensive plan amendments more than once a year (with certain listed exceptions). However, that statute also provides that "all proposals shall be considered by the governing body concurrently so that the cumulative effect of the various proposals can be ascertained." RCW 36.70A.130(2)(b). There are a number of new decisions from the Growth Boards interpreting this language, and the Boards have now ruled that proposals requiring both development regulation and comprehensive plan amendments require concurrent consideration to maintain consistency (under the Growth Management Act, specifically, RCW 36.70A.040). See, *McVittie v. Snohomish County*, (McVittie V), CPSGMHB 00-3-0016, FDO (April 12, 2001), at 7, note 3. Therefore, the City Council should not adopt the proposed text amendment at this time. Low Impact guidelines and standards should first be developed and presented with this text amendment for concurrent consideration.

If the comprehensive plan amendment were adopted now, it also could not be enforced, because there are no accompanying Low Impact Development guidelines or standards. However, it could cause some confusion, given that consistency with the comprehensive plan is a criterion for approval of a number

of applications. If the City adopts the comprehensive plan amendment now, and there are no Low Impact Development guidelines, an applicant will not be able to demonstrate consistency with the comprehensive plan as to this criterion.

Staff Recommendation to Council: In light of the analysis by the City Attorney, staff recommends that Council deny this Comprehensive Plan Amendment. Low Impact Development (LID) guidelines and standards should first be developed and presented with this text amendment for concurrent consideration during a future Comprehensive Plan Amendment cycle.

H. Amendment of the Transportation Element of the Comprehensive Land Use Plan to include the March 2002 Gig Harbor Transportation Plan Update.

Description of Amendment: The Washington State Growth Management Act (GMA) requires that the Comprehensive Plan include a transportation element that implements, and is consistent with, the land use element.. The City adopted its GMA Comprehensive Plan in 1986, later updated in 1994 (together with a transportation element). The City has recently engaged a consulting firm to aid in the formation of an update to the adopted Transportation Plan.

Staff Recommendation to Council: Staff recommends that the Council adopt the March 2002 Gig Harbor Transportation Plan Update by reference and further adopt the March 2002 Gig Harbor Transportation Plan Update as part of the transportation element of the City's Comprehensive Plan.

I. Amendment of the Utilities Element of the Comprehensive Land Use Plan to include the March 2001 City of Gig Harbor Storm Water Comprehensive Plan.

Description of Amendment: The Washington State Growth Management Act (GMA) requires that the Comprehensive Plan include a utilities element consisting of the general location, proposed location, and capacity of all existing and proposed utilities. The City adopted its GMA Comprehensive Plan in 1986, later updated in 1994 (together with a utilities element). The City last adopted a Storm Water Master Plan in November 1987 and has recently engaged a consulting firm to aid in the formation of an update to the adopted Storm Water Master Plan.

Staff Recommendation to Council: Staff recommends that the Council adopt the March 2001 City of Gig Harbor Storm Water Comprehensive Plan by reference and further adopt the March 2001 City of Gig Harbor Storm Water Comprehensive Plan as part of the utilities element of the City's Comprehensive Plan.

J. Amendment of the Utilities Element of the Comprehensive Land Use Plan to include the February 2002 City of Gig Harbor Wastewater Comprehensive Plan.

Description of Amendment: The Washington State Growth Management Act (GMA) requires that the Comprehensive Plan include a utilities element consisting of the general

location, proposed location, and capacity of all existing and proposed utilities. The City adopted its GMA Comprehensive Plan in 1986, later updated in 1994 (together with a utilities element). The City last adopted a Comprehensive Sewer Plan in December 1993 (Resolution No. 402) and has recently engaged a consulting firm to aid in the formation of an update to the adopted Comprehensive Sewer Plan.

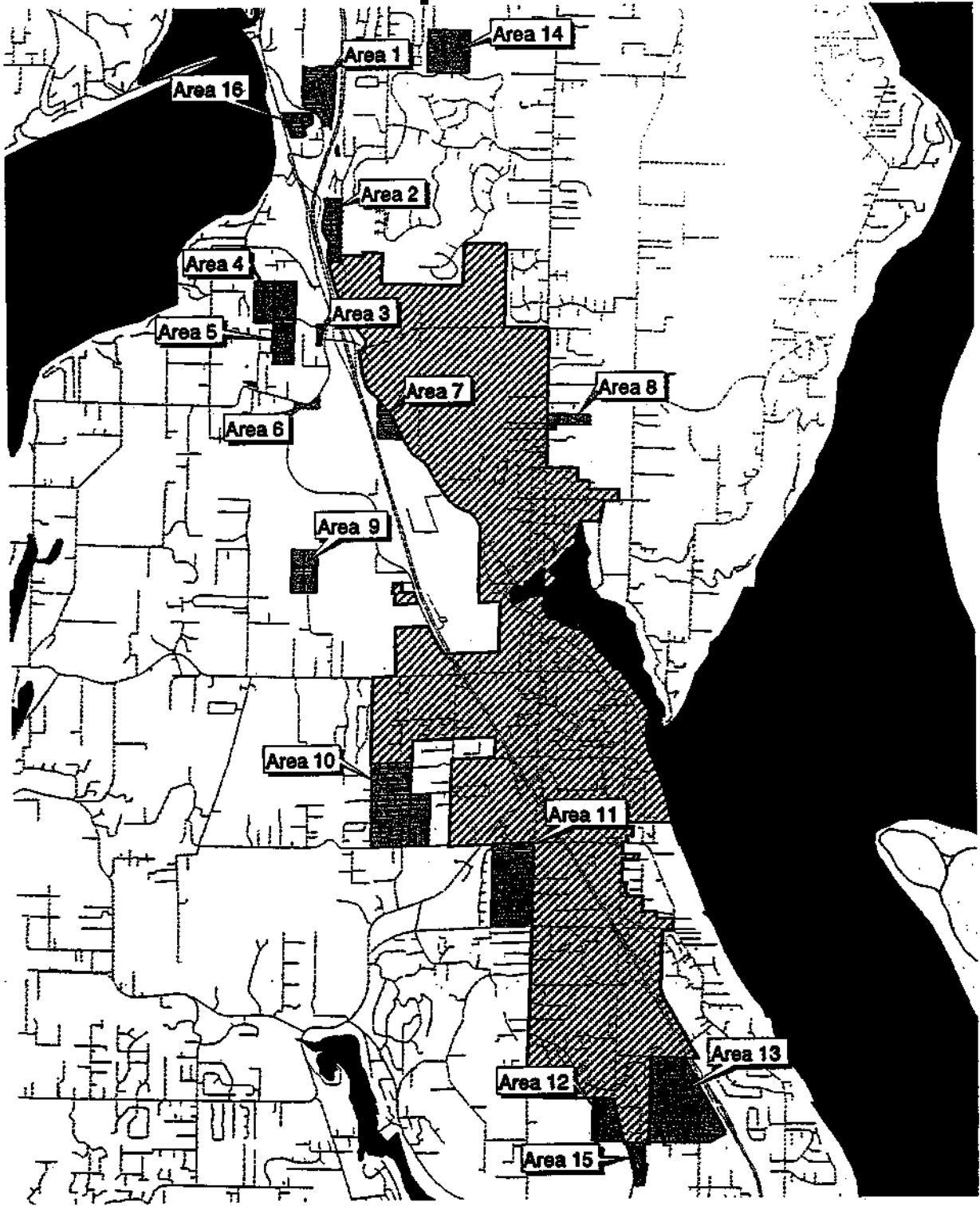
Staff Recommendation to Council: Staff recommends that the Council adopt the February 2002 City of Gig Harbor Waste Water Comprehensive Plan by reference and further adopt the February 2002 City of Gig Harbor Waste Water Comprehensive Plan as part of the utilities element of the City's Comprehensive Plan.

K. Amendment of the Utilities Element of the Comprehensive Land Use Plan to include the June 2001 City of Gig Harbor Water System Comprehensive Plan.

Description of Amendment: The Washington State Growth Management Act (GMA) requires that the Comprehensive Plan include a utilities element consisting of the general location, proposed location, and capacity of all existing and proposed utilities. The City adopted its GMA Comprehensive Plan in 1986, later updated in 1994 (together with a utilities element). The City last adopted a Comprehensive Water System Plan in December 1993 (Resolution No. 401) and has recently engaged a consulting firm to aid in the formation of an update to the adopted Comprehensive Water System Plan.

Staff Recommendation to Council: Staff recommends that the Council adopt the March 2001 City of Gig Harbor Storm Water Comprehensive Plan by reference and further adopt the June 2001 City of Gig Harbor Water System Comprehensive Plan as part of the utilities element of the City's Comprehensive Plan.

Comprehensive Plan Amendment Map 01-10



**City of Gig Harbor
Planning Department**



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
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TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR *DR*
DATE: NOVEMBER 20, 2002
**SUBJECT: FIRST READING - ORDINANCE PROVIDING FOR EXTENSION OF
THE LOCAL IMPROVEMENT DISTRICT NO. 99-1 BOND
ANTICIPATION NOTE.**

BACKGROUND

Ordinance No. 850 authorized issuance of a Local Improvement District No. 99-1 Bond Anticipation Note in the amount of \$1,200,000. The Note had a 15-month maturity and carried an interest rate of 4.93%. The original note was due December 19, 2001. The due date of the note was extended to December 19, 2002. This ordinance authorizes another extension of the due date.

FISCAL CONSIDERATIONS

The note will be refunded with LID special assessments to benefited property. The project is now complete, however, the LID assessment process will take us beyond the December 19, 2002 due date of the current note.

The total amount of the bond anticipation note is \$1,200,000. The note carries a fixed interest rate of 1.88% and is due in 12 months.

RECOMMENDATION

Staff recommends adoption of the ordinance after second reading.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON
AMENDING ORDINANCE NO. 850, AS AMENDED, TO REFLECT
THE EXTENSION OF THE MATURITY AND THE CHANGE IN
INTEREST RATE OF THE CITY'S LIMITED GENERAL
OBLIGATION BOND ANTICIPATION NOTE, 2000.**

WHEREAS, the City Council of the City of Gig Harbor, Washington (the "City") adopted Ordinance No. 850 on September 11, 2000 providing for the issuance of the City's Limited General Obligation Bond Anticipation Note, 2000 in the aggregate principal amount of not to exceed \$1,200,000 (the "Note") to finance the commencement of certain improvements in Local Improvement District No. 99-1 of the City; and

WHEREAS, the City issued the Note to KeyBank National Association (the "Bank") having a maturity date of December 19, 2001; and

WHEREAS, the Note was extended to December 19, 2002, pursuant to an offer from the Bank dated November 23, 2001 and Resolution No. 896, adopted by the City on December 10, 2001, amending Resolution No. 850; and

WHEREAS, the City has received an offer from the Bank further extending the maturity date and changing the interest rate of the Note; and

WHEREAS, it is in the best interest of the City to accept the Bank's offer of extension and change in interest rate;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN as follows:

Section 1. Amendment of Ordinance No. 850, as amended. Section 2 of Ordinance No. 850, as amended by Ordinance No. 896, is hereby further amended to read as follows (additions are underscored, and deletions are stricken through):

Section 2. Authorization of the Note. For the purpose of providing interim financing of the Improvements pending their completion and the issuance of the Bonds, the Council hereby authorizes the issuance and sale of a limited general obligation bond anticipation note in the aggregate principal amount of \$1,200,000 to the Bank under the terms and conditions set forth in the Bank's commitment letter dated July 5, 2000 as supplemented on November 23, 2001 [and on November 12, 2002] (the "Note"). The Note shall be designated as the "City of Gig Harbor, Washington Limited General Obligation Bond Anticipation Note, 2000," shall be dated as of the Closing Date, shall be issued in fully registered form in the denomination of \$1,200,000, shall bear interest at a per annum rate of 4.93% from the Closing Date through December 18, 2001, ~~[and]~~ at a per annum rate of 2.20% from December 19, 2001 [through December 18, 2002, and at a per annum rate of 1.88%] through maturity of the Note, payable at maturity and shall mature ~~[27]~~[39] months from the Closing Date, unless the maturity date is extended by the Bank. Interest on the Note shall be calculated on the basis of a year of 365 days and the actual number of days elapsed.

Section 2. Bank Proposal. The City hereby approves and accepts the Bank Proposal of November 12, 2002 and authorizes the fee specified therein.

Section 3. Confirmation of Ordinance 850, as amended. Ordinance No. 850, as amended by Ordinance 896 and as further amended by this amendatory ordinance is hereby ratified and confirmed.

Section 4. Authorization of City Officials. The City Administrator and Finance Director are authorized to deliver a new Note to the Bank reflecting the terms of this amendatory ordinance.

Section 5. Effective Date. This ordinance shall be in effect five days after its publication as provided by law.

PASSED by the City Council of the City of Gig Harbor, Washington, at a regular meeting held this 25th day of November, 2002.

CITY OF GIG HARBOR, WASHINGTON

Mayor

ATTEST:

City Clerk

First Reading: November 25, 2001
Dated Passed: December ____, 2001
Date of Publication: December ____, 2001
Effective Date: December ____, 2001

Elizabeth Savage
Vice President
Southern Puget Sound District



KeyBank
Corporate Banking
Mailcode WA-31-01-0214
1101 Pacific Avenue
Post Office Box 11500
Tacoma, WA 98411-5500

November 12, 2002

Dave Rodenbach, Financial Director
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Tel: 253 305-7379
Fax: 253 305-7917

Re: Renewal of \$1,200,000 General Obligation Bond

Dear Mr. Rodenbach:

KeyBank National Association is pleased to provide its commitment for a 12-month renewal of the City of Gig Harbor's Bond Anticipation Note 2000. Terms of the commitment are presented below for your review and consideration.

FACILITY A

BORROWER:	City of Gig Harbor
SUMMARY OF FACILITY:	Bond Anticipation Note
AMOUNT:	\$1,200,000.00
MATURITY:	December 19, 2003
PURPOSE OF LOAN:	Renewal of existing note
INTEREST RATE:	Floating rate option: a) variable rate based on 30-, 60-, or 90-day LIBOR. Based on today's 1.40% 90-day LIBOR rate, bank-qualified pricing indicates an initial rate of 1.66% = $(L+1.15\%)*65\%$. Actual initial rate to be determined as of closing date. Fixed rate option: b) indicative 12 month fixed rate as of today is 1.88%. Actual fixed rate to be determined as of closing date.
FEES:	\$1,200.00 renewal fee plus all out-of-pocket costs incurred by Bank in connection with this loan
INTEREST PAYMENTS:	Interest due at maturity
PREPAYMENT:	Prepayment permitted on any LIBOR reset date without penalty, or if fixed rate option is selected, prepayment permitted at any time without penalty
SECURITY:	General Obligation Pledge

CONDITIONS PRECEDENT:

Receipt of legal opinion as to "qualified tax-exempt" status, receipt of legal opinion or other binding document to confirm limited tax general obligation pledge, and receipt of resolution designating Bond as a "tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code. Outstanding interest, fees and costs are due at time of renewal.

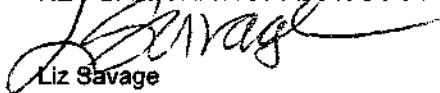
DOCUMENTATION:

All Loan documents shall be in a form satisfactory to Bank and Bank's counsel and shall consist of such agreements, instruments, and documents as the Bank or its counsel shall deem advisable.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON STATE LAW.

Please sign and return a copy of this commitment if KeyBank's commitment for renewal is acceptable to the City of Gig Harbor. I understand counsel for the City of Gig Harbor shall provide the amendment documentation for bank review. Thank you for the opportunity to be of service. We look forward to working with you.

KEY BANK NATIONAL ASSOCIATION



Liz Savage
Vice President
Tacoma Corporate Banking

Commitment for Renewal accepted on this _____ day of November 2002

By: _____

City of Gig Harbor
Borrower's Tax Identification Number: 34-0797057



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK *MT*
SUBJECT: FIRST READING OF ORDINANCE – CIVIC CENTER HOURS
DATE: NOVEMBER 20, 2002

INFORMATION/BACKGROUND

Chapter 2.08 of the Municipal Code lists City Hall business hours as 8:30 a.m. to 5:00 p.m., but City Hall opens it's doors at 8:00 a.m. to better serve the community.

This ordinance is housekeeping in nature and amends the code to better reflect the hours of operation, and the new name of the facility, Gig Harbor Civic Center.

RECOMMENDATION

Move to adopt this ordinance at its second reading.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ESTABLISHING REVISED BUSINESS HOURS
FOR THE GIG HARBOR CIVIC CENTER.**

WHEREAS, City Hall is open for business from 8:00 a.m. to 5:00 p.m. Monday through Friday to serve the community; and

WHEREAS, Section 2.08.010 lists the business hours as 8:30 a.m. to 5:00 p.m.;
and

WHEREAS, The new facility is appropriately called Gig Harbor Civic Center;

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

Section 1. Section 2.08.010 of the City of Gig Harbor Municipal Code is hereby amended to read as follows:

2.08.010 City business hours. The Civic Center shall be open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday of each and every week, except designated holidays.

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

PASSED by the Council of the City of Gig Harbor, this ___ day of December, 2002.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 11/20/2002

PASSED BY THE CITY COUNCIL:

DATE PUBLISHED:

DATE EFFECTIVE:

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

On _____, 2002, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ESTABLISHING NEW BUSINESS HOURS FOR
THE GIG HARBOR CIVIC CENTER.**

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 _____, 2002.

BY: _____
Molly M. Towslee, City Clerk



"THE MARITIME CITY"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE MB
SUBJECT: OCTOBER INFORMATION FROM PD
DATE: NOVEMBER 13, 2002

The October activity statistics are attached for your review.

The Marine Services Unit worked 5 hours in October. This was divided between administrative time (.5 hour) and maintenance (1.5 hours), and patrol (3 hours). The patrol time included 1 dispatched call that was a search & rescue detail.

The bicycle patrol was used for 8 hours in October. This included assisting with traffic and pedestrian safety during the annual Harbor Halloween event along Harborview.

The two Reserve Officers contributed 89 hours of service in October. This was split between patrol time and assisting at the Harbor Halloween event.



'THE MARITIME CITY'

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GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

Oct 2002

	<u>Oct</u> <u>2002</u>	<u>YTD</u> <u>2002</u>	<u>YTD</u> <u>2001</u>	<u>% chg</u>
CALLS FOR SERVICE	520	4850	4679	4%
SECONDARY OFFICER ASSIST	78	668	---	N/A
CRIMINAL TRAFFIC	16	112	231	-52%
TRAFFIC INFRACTIONS	87	666	668	0%
DUI ARRESTS	6	54	92	-41%
FELONY ARRESTS	5	70	54	30%
WARRANT ARRESTS	6	67	50	34%
MISDEMEANOR ARRESTS	31	175	189	-7%
CASE REPORTS	113	1020	1112	-8%
REPORTABLE VEHICLE ACCIDENTS	18	154	231	-33%