

Gig Harbor City Council Meeting



**April 23, 2001
7:00 p.m.**

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING

April 23, 2001 - 7:00 p.m.

CALL TO ORDER:

PUBLIC HEARINGS:

1. Update to Comprehensive Parks Plan.
2. Update to Comprehensive Stormwater Plan.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meetings of April 9, 2001.
2. Correspondence / Proclamations:
 - a) Proclamation - Suicide Awareness Day.
 - b) Proclamation - Buffalo Days.
 - c) Proclamation - Earth Week.
 - d) Letter from Ron Sims, Paul Schell, Dennis McLerran & Blair Henry.
3. 56th and Olympic Drive Improvements Survey Services - Consultant Services Contract.
4. Approval of Payment of Bills for April 23, 2001.
Checks #32582 through #32693 in the amount of \$242,633.46.

OLD BUSINESS:

1. Second Reading of Ordinance - Donation to Skatepark.
2. Revised Legal Description - 62nd St. Ct. NW Annexation.
3. Building Size Limits - Westside Rezone.

NEW BUSINESS:

1. Recommendation from the Planning Commission - Key Peninsula Gig Harbor Islands Watershed Characterization and Action Plan.
2. First Reading - Ordinance Amending Title 17.91 Mixed Use District.
3. Forfeiture of Bid Bond / Release of Construction Contract - Kimball Drive Improvement Project.
4. Award of Construction Contract - Kimball Drive Improvement Project.
5. Pierce County Gig Harbor Peninsula Community Plan - Citizen Recommended Change.

STAFF REPORTS:

GHPD - March Statistics.

Finance Department - 1st Quarter Financial Reports.

Planning Department - Preliminary Census Data.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
**SUBJECT: PUBLIC HEARING FOR THE UPDATE OF THE 2001 PARK,
RECREATION, AND OPEN SPACE PLAN**
DATE: APRIL 16, 2001

INTRODUCTION/BACKGROUND

In 1996, the City of Gig Harbor adopted the existing Park, Recreation, and Open Space Plan. As required under the Growth Management Act, the City has completed an update of the adopted Plan for Council's consideration.

Public comment on the updated Plan has been obtained from the Citizens Park Advisory Committee and through a comprehensive telephone survey. Results of the public comments are contained in the draft Plan

Two public hearings have been scheduled on April 23, 2001 and May 14, 2001 to hear comments on the Park, Recreation, and Open Space Plan.



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TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DFS*
SUBJECT: PUBLIC HEARING FOR THE 2001 COMPREHENSIVE STORM WATER PLAN
DATE: APRIL 16, 2001

INTRODUCTION/BACKGROUND

The utilities element of the City's adopted Comprehensive Plan provides a goal to plan for and provide adequate storm drainage facilities to manage and control storm water runoff. The Comprehensive Plan further describes a policy to develop and implement a Comprehensive Storm Water Plan for the City. With the assistance of Gray & Osborne, Inc., Consulting Engineers, the City has completed a new Comprehensive Storm Water Plan.

Two public hearings have been scheduled on April 23, 2001 and May 14, 2001 to hear comments on the Comprehensive Storm Water Plan.

✓

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF APRIL 9, 2001

PRESENT: Councilmembers Young, Pasin, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.
Councilmember Ekberg came later in the meeting.

CALL TO ORDER: 7:08 p.m.

SPECIAL PRESENTATION: County Executive, John Ladenberg - Economic Development.

Mayor Wilbert introduced Mr. Ladenberg, who gave a brief overview of current events in Tacoma and Pierce County. He presented Councilmembers with a copy of the book *Tacoma & Pierce County, Window To Northwest Grandeur*, and explained the program to benefit the Worland Reading Program.

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 Meetings of March 26, 2001.
2. Correspondence / Proclamations:
 - a) Letter of Support - Roxana Johnson. b) Proclamation - Altrusa Awareness Day.
3. Pump Station 3A - Construction Engineering Services Consultant Services Contract.
4. Pump Station 3A - Electrical Engineering Services Consultant Services Contract.
5. Pump Station 3A - Utility Staking Consultant Services Contract.
6. Pump Station 3A - Testing and Inspection Services Consultant Services Contract.
7. Playground Equipment Purchase Authorization.
8. Wells 5 & 6 - Consultant Services Contract Amendment - Gray & Osborne.
9. East-West Roadway Project - CSP-9801 - Change Order No. 2.
10. City Shop Storage Building - Purchase Authorization.
11. Addendum to Expert Witness Contract - SCA Engineering.
12. Addendum to Expert Witness Contract - Kline Hamilton Realty Advisors.
13. Liquor License Change of Location - The Keeping Room Candles & Wine Etc.
14. Liquor License Assumption - Shorline Steak & Seafood Grill to Anthony's at Gig Harbor.
15. Approval of Payment of Bills for April 9, 2001.
Checks #32447 through #32581 in the amount of \$184,649.59.
16. Approval of Payroll for the month of March:
Checks #656 through #703 in the amount of \$172,024.32.

Mayor Wilbert introduced Pat Jones and Selena Pasin, members of Altrusa of Gig Harbor, and presented them with the Proclamation for Altrusa Awareness Day. Ms. Jones gave a brief history of Altrusa and the community service projects in which they participate.

MOTION: Move to approve the Consent Agenda as presented.
Picinich/Young - unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance - Binding Site Plans. John Vodopich, Planning Director, presented this ordinance establishing a new chapter 16.11, providing an administrative procedure for the division of commercially and industrially zoned property.

Councilmember Pasin voiced concerns on whether this ordinance could be applied easily and fairly. Carol Morris, Legal Counsel, addressed his concerns and explained the process outlined in the new ordinance.

MOTION: Move to adopt Ordinance No. 881.
Picinich/Owel - unanimously approved.

2. Solid Waste Interlocal Agreement. Mark Hoppen, City Administrator, presented this resolution and Interlocal Agreement with Pierce County to continue solid waste management services.

MOTION: Move to authorize the Mayor to sign the Interlocal Agreement with Pierce County for solid waste.
Ruffo/Picinich - six voted in favor. Councilmember Dick abstained.

MOTION: Move to adopt Resolution No. 566 to accompany the interlocal agreement.
Picinich/Ruffo - six voted in favor. Councilmember Dick abstained.

NEW BUSINESS:

1. Discussion - Westside Business District. John Vodopich explained that a letter from Councilmember Pasin had been submitted with a proposal to discuss the issue of an area-wide rezone to the Westside Business District. He explained that the process would involve map and code amendments, which would first go to the Planning Commission for the public process, then back to the Council for the final decision. He explained that the Planning Commission was currently updating the Comprehensive Plan, and asked for consideration of this in any recommendation to forward this rezone to the committee.

Carol Morris explained that because this was a legislative action, Councilmember Pasin could participate in the discussion, and other Councilmembers could talk to constituents regarding this issue, as it was not subject to the Appearance of Fairness doctrine.

Marian Berejikian - PO Box 507. Ms. Berejikian voiced her concern that this issue was not subject to the Appearance of Fairness doctrine, as Councilmember Pasin was a property owner in the area proposed for rezone. Ms. Morris explained further the reason for the exclusion.

Dave Folsom - 3160 Ann Marie Court. Mr. Folsom said that the area is already highly congested, and if larger buildings were allowed, this would generate even more traffic. He asked that the process be open to public hearings.

Dave Morris - PO Box 401. Mr. Morris said that historically, the Chamber of Commerce has been concerned with the building size limitations. He added that to remain financially viable, anchor stores are necessary. He said that speaking as an individual, he was in favor of the rezone process, as there are several stores located on the Westside, that already exceed the 35,000 square foot limitation, and if they were destroyed, it would be logical for them to be able to rebuild at their current size.

Trent Jonas - 6708 Rainier - Mr. Jonas explained that as a commercial loan officer, he is in support of the rezone. He added that project financing to develop a new shopping area, or improvements to an existing facility, relies upon a strong anchor tenant to act as a draw. He requested that the city revisit the size limitation.

Walt Smith - 11302 Burnham Drive. Mr. Smith said that he was in support of the changes to the B-2 zoning. He explained that all they were asking for was parity and the opportunity to have a notable anchor tenant. He urged Council to place this request on the Planning Commission's agenda in a timely manner.

David Orem - 4709 Pt. Fosdick. Mr. Orem explained that he is a partner in the Gig Harbor Motor Inn and adjoining property. He commended Council for allowing discussion on the Westside C-1 and B-2 classifications and said that he hoped that this would be referred to the Planning Commission for review. He asked what rationale was used to impose the current square footage limitations, adding that they seemed to be a "poison pill" to protect the city from large-scale stores. He said that the city's Design Manual prevents big-box, tilt-up construction, so the square footage limits are overkill. He added that a project should not have to go through a PUD process to allow for an anchor tenant, which is needed in today's marketplace. He urged Council to recommend this to the Planning Commission for review.

John Hogan - 4709 Pt. Fosdick. Mr. Hogan explained that he also is a partner in the Gig Harbor Motor Inn. He concurred with the points in Councilmember Pasin's letter in terms of adaptability of retail on the Westside. He spoke of his involvement with the Westside Sub-Committee appointed in 1996, and the implementation of Ordinance 716, which imposed the maximum square footage restrictions. He added that this was put in place for protection in absence of any design guidelines, but did not prevent sub-standard development. He said that it was time to recognize that all buildings affect community character, not just the size, and that the ability to accept or reject buildings of all sizes lie with the design guidelines.

Ray Bond - 4700 Pt. Fosdick. Mr. Bond thanked Councilmember Pasin for introducing this agenda item, which addressed the ability to maintain a competitive retail environment. He said that the current regulations discourage new capital as well as reinvestment to maintain aging properties. He said that the size restrictions and site coverage on the west side have caused a dilemma over the zoning codes, and that the regulations and overview process that govern the Gig Harbor North area would serve the west side as well. He said that the citizens of Gig Harbor need readily available services. He encouraged Council to direct the Planning Commission to conduct a public study and formulate a recommendation on proposed area-wide rezone of the Westside Business District.

Jim Patterson - 4700 Pt. Fosdick. Dr. Patterson explained that his practice has been located on the Westside for 21 years, and in this time he has seen this area thrive. He added that it seems reasonable to allow the Planning Commission to review the issues that have been raised.

Jim Franich - 3702 Harborview Drive. Mr. Franich asked permission to direct his questions to Councilmember Pasin. He asked Councilmember Pasin to clarify his concerns. Councilmember Pasin explained that there are four situations relative to the age of the properties and their ability to be renewed, which would allow for this area to remain competitive with development in Gig Harbor North. He talked about the discrepancies in the zoning code and gave examples in the RB-2 zone and B-2 zone dealing with coverage.

Mr. Franich said that this was just an issue of building size, and that if the city were to be influenced to make changes, they should make the change to keep the unique and outstanding quality of life here in Gig Harbor. He said that if the citizens have to commute to Tacoma for services, then this should occur rather than harming the quality of life here.

Judy Olson - 4417 69th St. Ct. Ms. Olson voiced her concerns over the placing of a C-1 zone next to a residential area, and asked that the resident's be included in any review of this area. She then spoke to the issue of competition with the Gig Harbor North area. She said that Gig Harbor North was planned as a major retail area, and that it would be wise to let this area develop to see what would occur before revising the code to allow this scale of development in other areas of the city.

John Samms - 4700 Pt. Fosdick. Dr. Samms spoke in favor of forwarding this to the Planning Commission to review. He agreed with the concerns about the area growth and keeping Gig Harbor unique. He added that Gig Harbor is continuing to grow and would require more services. He asked that everyone keep an open mind in order to allow the process to work.

Councilmember Ruffo asked for a brief explanation on how the square footage limitation came about. Mark Hoppen, City Administrator, explained that these limitations emerged from a legislative process that determined that the limitations were appropriate for the West side.

Councilmembers discussed several of the issues that had been brought forward. John Vodopich discussed the time constraints facing the Planning Commission with the current Comprehensive Plan updates.

MOTION: Move that we direct the Planning Commission to conduct a public study and to formulate a recommendation on the proposed area-wide rezone of the Westside Business District, including any necessary zoning test amendments.
Picinich/Owel -

After further discussion regarding the current updates to the Comp Plan, the following amendment to the motion was made.

AMENDED MOTION: Move to have the Planning Commission continue with the update to the Comprehensive Plan, then address any remaining concerns that have come forward on the Westside Business District.
Picinich/Owel - unanimously approved.

2. First Reading of Ordinance - Donation to Skatepark. David Rodenbach, Finance Director, presented this ordinance to accept a \$500 donation from Gig Harbor Skate Park Committee. This will return at the next meeting for a second reading.

3. In-Car Video System Purchase. Mitch Barker, Chief of Police, explained that he had received a grant from the Washington Association of Sheriffs and Police Chiefs to assist in the purchase of in-car video systems for the police vehicles. He asked for approval to use these funds, in addition to the money budgeted in the 2001 budget, to purchase three units in the amount of \$13,088.64.

MOTION: Move to authorize the purchase of three in-car video systems for the amount of \$13,088.64.
Ruffo/Owel - unanimously approved.

4. First Reading of Ordinance - Mapping Change - Paulson Rezone. John Vodopich presented this ordinance amending the zoning map to reflect a site-specific rezone request from Fredrick Paulson, for property located between McDonald Avenue and Soundview Drive. He explained that the application was processed in accordance to the city's procedures and approved by the Hearing Examiner on March 7th. Carol Morris advised Councilmember Dick that there were no noticing requirements associated with passage of this ordinance; only that it required an affirmative vote of the majority, plus one of the entire Council.

MOTION: Move to adopt Ordinance No. 882.
Dick/Picinich - six voted in favor. Councilmember Ekberg voted no.

5. Masonic Temple Sewer Request. Mark Hoppen presented this request from the Masonic Temple for sewer connection. He explained that this property was surrounded by city park property and streets. He added that the city currently serves the site with water.

MOTION: Move to authorize the extension of one ERU of sewer to the Masonic Temple.
Ruffo/Pasin - unanimously approved.

STAFF REPORTS:

John Vodopich introduced the city's new Building Official/Fire Marshal, Kim Lyonnais, and gave a brief overview of his qualifications. Mr. Lyonnais thanked Council for the opportunity to work for the city.

PUBLIC COMMENTS:

Holly D'Annunzio - 2611 Moorlands Avenue NW. Ms. D'Annunzio explained that she is the current president of the Gig Harbor Key Peninsula Arbor Day Foundation. She gave an overview of the purpose and history of the organization and announced the upcoming Arbor Day Celebration scheduled for April 28th at City Park. She praised the city for what has already been accomplished. She then introduced Carol Alex.

Carol Alex - 5821 53rd Ave NW. Ms. Alex explained that the Arbor Day Foundation had put together a booklet of ideas for schools to get them involved. She said that there had been a great response to this publication. She gave an overview of some of the upcoming activities, and then introduced Chris Clifton.

Chris Clifton - 5511 31st St. Ave. Mr. Clifton, a student at Gig Harbor High School, gave a report on some of the community agencies that had been invited to become involved. He introduced the next speaker.

Peter Karris. Mr. Karris explained that he was a Certified Arborist who had been asked to be advisor to the Foundation. He spoke about the importance of the urban tree.

COUNCIL COMMENTS / MAYOR'S REPORT:

Mayor Wilbert presented the letter of support signed by Councilmembers to Gig Harbor High School student and Homecoming Queen, Roxana Johnson.

Mayor Wilbert gave a brief report on the results of the recreational survey recently sent out to citizens by Peninsula Light.

ANNOUNCEMENT OF OTHER MEETINGS: None.

EXECUTIVE SESSION: None required.

ADJOURN:

MOTION: Move to adjourn at 8:50 p.m.
Owel/Ruffo - unanimously approved.

Cassette recorder utilized.
Tape 612 Side B 186 - end.
Tape 613 Side Both Sides.
Tape 614 Side A 000 - 311.

Mayor

City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, approximately 32,000 people in the United States die by suicide annually; and

WHEREAS, there are 4.5 million people affected by the loss of a love one to suicide; and

WHEREAS, there are 775,000 suicide attempts in the U.S. annually; and

WHEREAS, more people die from suicide than from homicide or AIDS in the U.S., suicide is the eight leading cause of death for all Americans and is the third leading cause of death for young people ages 15-24; and

WHEREAS, the suicide rate for the State of Washington is ranked 16th in the nation, Kitsap County's suicide rate is higher than the national average; and

WHEREAS, there were 47 suicides in Kitsap County in 1999, averaging one death approximately every 7.7 days, 18 of these were in the 35 to 44 year old age group; and

WHEREAS, most people who complete suicide suffer from depression, which is a treatable mental disorder; and

WHEREAS, eighty percent of people who complete suicide give some warning of their intention; and

WHEREAS, educating our community is a key to decreasing this unnecessary tragedy; and

WHEREAS, Sunday, May 6th through May 12th is National Suicide Awareness Week; and

NOW THEREFORE, I, Gretchen Wilbert, Mayor, do hereby proclaim May 12, 2001 as

SUICIDE AWARENESS DAY

In Gig Harbor, and I urge all citizens to recognize this day.

Gretchen A. Wilbert, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the 17th Infantry Regiment has served in every American conflict since the War of 1812; and

WHEREAS, during World War II, the 17th Infantry Regiment fought courageously in the Aleutians, Kwajelan, Leyre and Okinawa in the struggle to defend this great country; and

WHEREAS, the 17th Infantry Regiment joined the campaign in Korea where it helped to free Seoul and was the only US Army unit to reach the Yalu River on the Manchurian border; and

WHEREAS, the 17th Infantry Regiment became known as the "Buffalos" after Colonel William "Buffalo Bill" Quinn assumed command of the regiment in 1951; and

WHEREAS, from August 15-18, 2001, the 17th Infantry Regiment will gather together in Gig Harbor for its 189th Annual Reunion to honor its fallen fellow Buffalos, to renew friendships and to remember the past;

NOW, THEREFORE, I, Gretchen Wilbert, Mayor, along with the City Council of the City of Gig Harbor hereby proclaim the week of August 15-18, 2001 to be:

City of Gig Harbor
The "Maritime City"
BUFFALO DAYS

In Gig Harbor, in recognition of the years of dedicated service and many sacrifices made by the 17th Infantry Regiment to protect and defend our great nation. I urge all citizens to recognize this event and applaud their brave and valiant efforts.

Gretchen A. Wilbert, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

TO ESTABLISH THE 4TH WEEK IN APRIL OF EACH YEAR AS "EARTH WEEK" IN GIG HARBOR IN CELEBRATION OF THE GIFTS HUMANITY RECEIVES FROM A HEALTHY URBAN FOREST.

WHEREAS, trees provide oxygen necessary for life on earth, and

WHEREAS, one acre of forest absorbs six tons of carbon dioxide and produces four tons of oxygen per year, enough for 18 people, and

WHEREAS, trees absorb and store carbon dioxide which helps control global warming, and

WHEREAS, trees and their roots help prevent erosion, landslides and absorb storm water runoff, and

WHEREAS, trees replenish our topsoil with nutrients necessary for native plants to flourish, and

WHEREAS, trees provide habitat for wildlife and filter groundwater to keep our streams clean, and

WHEREAS, our urban forest is the very signature of our livable community, and

WHEREAS, an Arbor Day celebration will encourage the planting of trees, and

WHEREAS, the forests provide the lungs of the planet, sanctuary for the soul and an economic engine,

NOW THEREFORE, I, Gretchen Wilbert, Mayor of Gig Harbor, declare the week of April 22nd through 28th as

EARTH WEEK

In honor of the establishment of the Gig Harbor/Key Peninsula Arbor Day Foundation and designating Saturday, April 28, 2001 as Gig Harbor's First Annual Arbor Day celebration.

Gretchen A. Wilbert, Mayor

Date



King County Executive
Ron Sims



City of Seattle
Paul Schell, Mayor



NWCCC

April 12, 2001

Dear Northwest Leader:

There really is no doubt about it; global warming is happening, with serious consequences for local governments. It is time for us to talk among ourselves, and with our citizens and our governments, about what we are going to do about it.

With this in mind, we are inviting elected officials and top city and utility managers from across the State of Washington to join us for a half-day symposium on "Climate Change and the Pacific Northwest: What Can and Should Local Governments Do?" The symposium will be held on May 10, 2001, from 8:30 a.m. to 1:00 p.m. at the Seattle Center Alki Room. We have enclosed detailed directions and an agenda for your review.

This event is co-sponsored by the City of Seattle, King County, the Puget Sound Clean Air Agency and the Northwest Council on Climate Change. Our discussion will include:

- The future of the Northwest climate;
- The consequences for local governments;
- A summary of the science behind these predictions; and
- A review of some of the actions local governments in Washington can take, and are taking, to prepare for this different world, as well as to lead efforts toward a better future.

Boeing, Weyerhaeuser, Alcoa and others on the Pew Charitable Trust's Business Environmental Leadership Council have warned that addressing global climate change is "one of our most serious challenges at home and abroad." The University of Washington Climate Impacts Group predicts that, without major reductions in greenhouse gas emissions, average temperatures in this state will increase 5°F by 2050. For comparison, when Seattle was under 3,000 feet of ice, average temperatures were 6-8°F colder than today. This degree of warming would dramatically affect water and power supplies, agricultural production, forest resources and streamflows for salmon. Sea level could increase by 10 to 20 inches, covering parts of Olympia, Everett, Hoquiam, Aberdeen and Willapa Bay. This warming could foster more smog in urban areas, increasing health problems and reducing visibility.

April 12, 2001

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Clearly, we need to prepare for the consequences of global warming. However, though the causes of global warming go far beyond local governments, we can be important leaders in taking action to reduce it and its underlying causes. Such actions can also help us save money and energy, create jobs and improve local air quality. As will be discussed at the symposium, these actions include improvements to our transportation systems, vehicle fleets, building codes, landfills, wastewater systems and land use planning. Representatives of Cities for Climate Protection, affiliated with the International Council for Local Environmental Initiatives, will attend the symposium to put you in touch with resources that can help local governments take action.

This program is being offered especially for elected officials in the Pacific Northwest. Attendance is free; however, we ask that you please register in advance by contacting Lindsay Halm of King County with an RSVP by May 1, 2001. Ms. Halm can be reached by phone, at (206) 296-8735, or by e-mail, at lindsay.halm@metrokc.gov.

We hope to see you there!

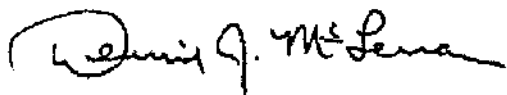
Sincerely,



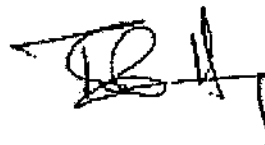
Ron Sims
King County Executive



Paul Schell
Mayor, City of Seattle



Dennis McLerran
Puget Sound Clean Air Agency



Blair Henry
Northwest Council on Climate Change

Enclosure

Climate Change and the Pacific Northwest: What Can and Should Local Governments Do?

A half day symposium designed especially for Pacific Northwest elected officials.

AGENDA

Thursday, May 10, 2001
Seattle Center Alki Room
8:30 a.m. to 1:00 p.m.

8:30 Coffee, Mingling

8:45 Welcome and Overview – *Dennis McLerran, Executive Director, Puget Sound Clean Air Agency*

9:00 The Science – *Dr. Richard Gammon, Professor of Atmospheric Sciences, University of Washington*

Dr. Gammon is a member of the United Nation's International Panel on Climate Change and a leading national expert on climate science. He will summarize the evidence supporting predictions of global climate change and the projected impacts for the Pacific Northwest, providing time for questions.

10:00 Break

10:10 Panel: Local Government Impacts and Responses – *Facilitator: Dennis McLerran*

- *Mayor Paul Schell, Seattle*
 - ✓ How Seattle is managing its response to the energy crunch without increasing greenhouse gas emissions
 - ✓ Facing climate change while maintaining a thriving economy and quality of life
- *King County Executive Ron Sims*
 - ✓ Smart growth policies to reduce greenhouse gasses and improve air quality
 - ✓ Other actions being taken by King County
- *Mayor Pro Tem Mark Foutch, Olympia*
 - ✓ Olympia's response to global warming
- *Blair Henry, President, Northwest Council on Climate Change*
 - ✓ Policy implications for local governments
- *Bill Drumhiller, International Council for Local Environmental Initiatives*
 - ✓ Tools for local governments

12:00 Lunch, Keynote Speaker – *Denis Hayes, President, Bullitt Foundation*

Denis Hayes is a spirited advocate for the preservation of the Northwest environment and an impassioned speaker on the subject of climate change, which he has helped make a priority for the Bullitt Foundation.



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*
SUBJECT: CONSULTANT SERVICES CONTRACT - SURVEY FOR
56TH STREET/ OLYMPIC DRIVE IMPROVEMENT PROJECT
DATE: APRIL 16, 2001

INTRODUCTION/BACKGROUND

Budgeted objectives for 2001 include preliminary design of the Olympic Drive / 56th Street Improvement project. Survey work is needed to establish right-of-way, topographic and other pertinent information to begin preliminary design.

After reviewing the Consultant Services Roster, three firms were invited to interview for the project. Based on the interviews and evaluation of materials submitted for review, the engineering-survey firm of David Evans and Associates, Inc. was selected as the most qualified to perform the work. The selection was based on their understanding of the project, past survey experience with the City of Gig Harbor, familiarity with the area, and extensive municipal survey experience.

The scope of work includes surveying along Olympic Drive and 56th Street from Point Fosdick Drive to 38th Avenue. The survey will allow the City to begin preliminary design for the road improvement project identified in the adopted Six-Year Transportation Improvement Program.

POLICY CONSIDERATIONS

David Evans and Associates, Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This project was identified in the Street Capital Fund of the 2001 Annual Budget. Sufficient funds are available for this work.

RECOMMENDATION

Staff recommends that the Council move and approve execution of the Consultant Services Contract with David Evans and Associates, Inc. for survey work in the amount not to exceed thirty-eight thousand three hundred fifty-three dollars and no cents (\$38,353.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction survey staking for the 56th Street / Olympic Drive Improvement Project, CSP-0133, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 16, 2001, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirty-eight thousand three hundred fifty-three dollars and no cents (\$38,353.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City

objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. . The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2001; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Randy A. Anderson, P.E.
David Evans and Associates, Inc.
3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2001.

CONSULTANT

CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Randy A. Anderson, P.E.
David Evans and Associates, Inc.
3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Peter M. Gonzales 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 VICE PRESIDENT of DAVID EVANS + ASSOCIATES Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/16/01



Renee K. Kohler

RENEE K. KOHLER
(print or type name)

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

KING COUNTY

My Commission expires: 6/8/03

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: _____

CITY OF GIG HARBOR

EXHIBIT A

SCOPE OF WORK SURVEY AND BASE MAPPING

56TH STREET NW AND OLYMPIC DRIVE NW

This project involves the survey and development of base mapping for approximately 5200 lineal feet of 56th Street NW and Olympic Drive NW including side streets. The project limits extend from approximately 500 lineal feet west of 38th Avenue NW to approximately 300 lineal feet east of 50th Street Court NW. An additional 500 lineal feet of survey work will be done on the north and south legs of the 38th Street NW and 56th Street NW intersection. An additional 500 lineal feet of survey work will be done on 56th Street NW easterly of Olympic Drive NW. An additional 500 lineal feet of survey work will be done on 50th Street Court NW. Wetlands delineation work will be done to identify the limits of wetlands that exist on the north and south sides of 56th Street NW.

The survey work will lead to the development of base maps showing details of the existing roadway and surrounding surface features, existing drainage courses, existing driveways, landscaping, wetlands, and other existing topographic features. The right-of-way lines will be shown as per Assessor-Treasurers maps for the properties adjacent to the project.

It is anticipated that the engineering work necessary to develop a complete set of plans, specifications, and estimate package will follow the completion of the survey and base mapping work. DEA understands that this work is separate from the survey and base mapping work and will not proceed with that work until written authorization to do so is received from the City.

It is anticipated that the roadway section for the project will be four 11-foot through lanes, one 12-foot center turn lane, two 5-foot bike lanes, curb and gutter each side, two 4-foot landscape areas, two 5.5-foot sidewalks, and a 1-foot grading area each side to the slope point.

DEA will perform the following work as identified below:

PROJECT ADMINISTRATION

- Provide general professional engineering and surveying management as required.
- Provide updates and reports to the City on the status of the work being done. The updates shall identify tasks that must be performed by DEA and by the City to keep the project on schedule.
- Prepare and submit monthly invoices to the City of Gig Harbor. The invoices will include a summary of the work accomplished during the billing period and the individuals who worked on the project. The invoices will show labor and expenses correlated to the task numbers included herein.

- Provide internal QA/QC review throughout the survey and base mapping process.
- DEA will attempt to contact property owners adjacent to the project or impacted by the project before entering onto their property or the City right-of-way in front of their property to perform the survey work. After two attempts DEA business cards will be left to identify DEA as the firm doing the work. If so requested by the City, a project notification letter prepared by the City will be delivered to each adjacent or impacted property owner. DEA will respond to telephone calls or inquires about the work that is being performed by DEA survey crews.
- Attend meetings with the City of Gig Harbor for the project as determined necessary by the City. This would include a startup meeting to discuss the parameters of the work, communication lines, processes, and overall project orientation. DEA will also participate in public meetings to discuss the project with adjacent property owners, concerned citizens, and other project stakeholders as determined necessary by the City. This work will be done on a time and expense basis.

ESTABLISH SURVEY CONTROL

- Research and obtain monument records, right-of-way plans, utility as-builts, and other pertinent records from the City and Pierce County.
- Verify survey control monumentation to establish centerline control of 56th Street NW, 38th Avenue NW, and Olympic Drive NW and all abutting public and private roads that intersect these roads.
- Establish the right-of-way widths for the public roads throughout the limits of the project using Assessor-Treasurer maps, and other information available to the public.
- Establish vertical control for the project using published Pierce County or City of Gig Harbor benchmarks. Additional benchmarks will be set within the project limits for future construction purposes.
- Show all information on the base maps based on the State Plane Coordinate System.

FIELD SURVEY WORK

- Provide horizontal control throughout the length of the project and tie into existing survey control monuments in the vicinity of the project.
- Provide vertical control throughout the length of the project and establish temporary benchmarks for future use during the construction phase of the project.
- Record sufficient ground elevation shots throughout the project to establish project contour lines and spot elevations of road centerline, edge of pavement, road intersections, road and driveway approaches, and other break points and vertical features at a minimum of 50-foot roadway stations with a vertical accuracy of plus or minus .02-feet on hard surfaces.
- Locate all above ground structures, retaining walls, man-made objects, signs, and similar features, building fronts, and identify them on the topographic base mapping.
- Locate and identify all drainage structures, pipes, control devices and similar features including accessible pipe invert elevations, sizes, and identify the type of material.
- Survey and record as best as possible utilities identified by the utility locate service in plan view only.
- Locate structures, landscaping, walkways, driveways, fences, walls, retaining walls, significant landscaping trees which are 6-inches and larger, and yard improvements and other applicable features within a 1-foot tolerance.

- Locate appurtenances within the road right-of-way including mail boxes, signs, traffic control devices, and similar features.

Not included in the field survey work is:

- The location of septic tanks, septic tank drainfields, stormwater dispersion facilities, underground storage tanks, or similar features that are buried or inaccessible.
- Any work that involves confined access requirements.
- Collecting downstream drainage information more than 100 feet from road centerline.

BASE MAPPING

- Prepare base maps at a scale of 1" = 20'. Roadway stationing will start at 10+00 at the intersection of 56th Street NW and 38th Avenue NW and will increase to east to the end of the project. North will be towards the top of the sheet. Benchmark information will be noted along with the applicable datum. Basis of bearing information and survey control information will be described and noted.
- Paving or other hard surface elevations shall be to the nearest 0.02 feet with elevations of other surfaces shown to the nearest 0.10 feet.
- Base maps will include the right-of-way line and topographic features as noted above.
- The base maps will be delivered to the City in electronic point file format with descriptions using AutoCAD 2000 and Softdesk 8.0. The 3-D TIN shall be included in the base drawing and will be in a format compatible with Softdesk 8.0. Layering and symbols will conform to basic APWA format or convention.
- Plan sheet format and layout as provided by the City will be used. Plan sheet size will be 22" by 34". The City will provide DEA their standard sheet layout in electronic format. It is understood that DEA will not need to do any conversion work to utilize the City's plan sheet format.
- The base maps will be put into sheet format suitable for future road improvement design work with the top half of the sheet showing the plan view and the bottom half reserved for the profile view. An existing road centerline profile will be developed. Station breaks at even roadway stations will be developed for each sheet.
- City and County records will be researched to determine if storm water drainage or dispersion facilities exist within the project limits. If so, they will be added to the plans based on the best available "as-built" plans obtainable by DEA.
- A hard copy of the base maps will be provided to the City that have been stamped and signed by a Professional Land Surveyor.
- Establish private property lines and easements from Assessor-Treasurer maps and records only. This work will not establish actual property lines but will give approximations based on Assessor-Treasurer maps. Title reports will not be ordered.

IDENTIFY AND LOCATE WETLANDS

- Conduct wetland boundary determination work on parcels located on each side of 56th Street NW. The boundary determination will be conducted in the field following the Routine Determination Methods described in the 1997 *Washington State Wetlands Delineation Manual*. Where wetlands are present, the boundaries will be flagged approximately 200 feet from the road centerline. A sketch map will be prepared of

the estimated wetland boundaries for use by DEA survey crews. The flagging information will be field surveyed and shown on the base mapping.

- Perform field survey work to locate the wetland flagging.
- Locate the wetland boundaries on the base mapping and field review for accuracy.

Not included in this work item is:

- Any reports or letters discussing the type or character of the wetland areas.
- Any wetlands mitigation work.

ADDITIONAL SCOPE OF WORK OPTIONS

DEA has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City. These services include additional survey work, civil and traffic engineering design, specifications, engineering costs estimates, environmental and permitting work, preparation of easements or other legal descriptions and documents, right-of-way acquisition, public involvement, and construction surveying support.

SERVICE PROVIDED BY THE CITY

- Permission to access onto adjacent private properties will be obtained by the City.
- Prior to any fieldwork being performed on the project provide mailings to adjacent properties explaining the project.
- Provide available as-built utility plans, road and storm drainage plans, or other engineering plans.
- Provide all available maps, plans, deeds, and other documents not available from other sources.
- Provide DEA with traffic control to enable them to perform the field survey work in a safe and efficient manner and in accordance with their established work schedule for the project.

REIMBURSABLES

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Fees for reprographics and postage.
- Mileage
- Utility Locate Service

PROJECT INITIATION

DEA is available to begin work immediately upon authorization of this Scope of Work and will deliver a completed base survey map to the City on or before 40 working days after receipt of a written notice to proceed from the City.

GIGHARBOR56

CITY OF GIG HARBOR
 58TH STREET NW AND OLYMPIC DRIVE NW
 EXHIBIT B
 SCHEDULE OF RATES AND ESTIMATED HOURS

		Proj. Mgr.	Prof. Engr.	CAD Tech	Surv. Mgr.	Prof. Surv.	Surv. Tech	Surv. Cad	2-Person Crew	Wetlands Biologist	Cleaner	Subtask	Expenses	Total
		\$120	\$ 80	\$ 65	\$ 110	\$98	\$ 75	\$ 70	\$ 120		\$80	\$ 45	Total	
Major Task	Subtask													
Project Administration	Project Management	4			2									
	Status Updates and Reports	4												
	Project Administration and Invoices	6												
	QA/QC	4			3									
	Public Notification	1							2					
	Meetings and Public Participation—T&M													
	Hours Subtotal	19	0	0	5	0	0		2	0		6		
	Cost Subtotal	\$ 2,280	\$ -	\$ -	\$ 550	\$ -	\$ -	\$ -	\$ 240	\$ -	\$ 270	\$ 3,340		\$ 3,340
Establish Survey Control	Research Records & Office Review					6								
	Verify Survey Control Monuments						2							
	Establish Road Centerline					2	2							
	Establish Vertical Control						4							
	Hours Subtotal	0	0	0	0	8	8	0	0	0	0	0		
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 784	\$ 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,384	\$ 1,384
Field Survey Work	Run Horizontal Control in Field						2		12					
	Run Vertical Control in Field						2		4					
	Develop Contours and Spot Elevations						4		80					
	Locate Above Ground Appearances						2		6					
	Locate Drainage and Sanitary Structures						2		6					
	Locate Identified Utilities						2		6					
	Locate Buildings/Appearances Where Applicable						2		6					
	Hours Subtotal	0	0	0	0	0	18	0	120	0	0	0		
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ 14,400	\$ -	\$ -	\$ 15,600		\$ 15,600
Base Mapping	Profiles							24						
	Process Data and Create Break Lines						40							
	Produce Drawings, DTM, and Contours							36						
	Planimetric Work, Lines, Easements, Notes, Etc.							36						
	Field Review and Revise as necessary							12						
	Map Private Property Lines and Easements					16		4						
	Research County and City Records for Drainage			4										
	QA/QC By PLS				2	4								
	Hours Subtotal	0	0	4	2	20	40	116	0	0	0	0		
	Cost Subtotal	\$ -	\$ -	\$ 260	\$ 220	\$ 1,920	\$ 3,000	\$ 8,120	\$ -	\$ -	\$ -	\$ -	\$ 13,520	\$ 13,520
Identify and Locate Wetlands	Field Locate Wetlands By Biologist									20				
	Survey Wetland Boundaries						2		6					
	Map Wetland Boundaries							3						
	Field Review and Finalize Mapping						1	1						
	Hours Subtotal	0	0	0	0	0	3	4	6	20	0	0		
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225	\$ 280	\$ 720	\$ 1,600	\$ -	\$ 2,825		\$ 2,825
	Labor Cost Subtotal											\$ 38,853		
Expenses	Reprographics, Deliveries, Postage											\$ 200		
	Mileage											\$ 500		
	Utility Locate Service											\$ 1,000		
	Expenses Total											\$ 1,700	\$ 1,700	\$ 1,700
	GRAND TOTAL											\$ 38,353		\$ 38,353



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR *DR*
SUBJECT: SECOND READING OF ORDINANCE - ACCEPTING A DONATION
FROM THE GIG HARBOR SKATE PARK COMMITTEE FOR THE
SKATE PARK
DATE: APRIL 16, 2001

BACKGROUND

The Gig Harbor Skate Park Committee has donated \$500.00 to the City for the skate park. In order to accept a donation, the City must pass an ordinance accepting the donation. This ordinance accepts the donation.

The donation has been receipted and placed in the General Fund.

RECOMMENDATION

Staff recommends adoption of the ordinance.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING A DONATION OF FIVE
HUNDRED DOLLARS (\$500.00) FROM THE GIG HARBOR
SKATE PARK COMMITTEE AS A CONTRIBUTION FOR
THE CONSTRUCTION OF THE SKATE PARK**

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received a check in the amount of Five Hundred Dollars (\$500.00) from the Gig Harbor Skate Park Committee to be used for the purpose of assisting with the construction costs of a skate park; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Acceptance of Donation. The City Council hereby accepts the Five Hundred Dollars (\$500.00) from the Gig Harbor Skate Park Committee.

Section 2. Finance Director to Receipt Funds. The Finance Director shall deposit the donation in the City's General Fund, and shall earmark the funds to be used for the purposes described in this ordinance.

Section 4. 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:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 4/4/01
PASSED BY THE CITY COUNCIL: 4/23/01
PUBLISHED: 4/25/01
EFFECTIVE DATE: 4/30/01

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

On April 23, 2001 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, ACCEPTING A DONATION OF FIVE
HUNDRED DOLLARS (\$500.00) FROM THE GIG HARBOR
SKATE PARK COMMITTEE AS A CONTRIBUTION FOR
THE CONSTRUCTION OF THE SKATE PARK**

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

DATED this 24 th day of April, 2001.

MOLLY TOWSLEE, CITY CLERK

RECEIVED

MAR 26 2001

CITY OF GIG HARBOR

001-367-10

Jon Ortqiesen
2814 Slipperyhill Dr, NW
Gig Harbor, Wa.
98332

Wednesday, March 21, 2001

Mark Hoppen / City Administrator
3105 Judson Street
Gig Harbor, Washington
98335

Subject : Skate Park

Hi Mark;

Received the enclosed check from Briquette Beisner. This check apparently was part of the funds raised / donated for the skate park when the project started in the late 1990's

Respectfully

Jon Ortqiesen



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP *Jpv*
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: 62nd STREET COURT NW ANNEXATION – REVISIONS TO LEGAL
DESCRIPTION AND MAP
DATE: APRIL 23, 2001

INFORMATION/BACKGROUND

The City Council took action on February 12, 2001 to accept a "Notice of Intention to Commence Annexation Proceedings" from property owners of four residential home sites located on 62nd Street Court NW. The proponents gathered the necessary information and submitted a formal petition for annexation to the City. Pursuant to State statute (RCW 35.21.005 (9)), staff forwarded the petition and materials to the Pierce County Assessor for certification. In response to this request for certification, the Chief Clerk of the Boundary Review Board requested that the legal description and map of the subject property be formally amended by Council action and that the petition for annexation be resubmitted (Attachment 1). Staff has prepared a revised legal description and map of these properties consistent with the recommendations of the Chief Clerk of the Boundary Review Board (Attachment 2).

RECOMMENDATION

Staff recommends that the Council move to amend the legal description and map of the proposed 62nd Street Court NW annexation as indicated on Attachment 2.

NOTE: Received via E-mail on April 4, 2001 from Cindy Willis – John Vodopich

Based on review of the legal description and map of the above referenced proposed annexation, County reviewers have the following comments and request correction as follows (this is an inserted memo):

PIERCE COUNTY PUBLIC WORKS AND UTILITIES
TRANSPORTATION SERVICES
PROGRAM DEVELOPMENT DIVISION
MEMORANDUM

Date: April 2, 2001
To: Cindy Wills, Chief Clerk of the Boundary Review Board/
Planning and Land Services Supervisor
From: Ken Paul, P.L.S.
Subject: 62nd St. Ct. NW (Gig Harbor) Proposed Annexation Review

Please revise the legal description as follows:

That portion of the Northwest quarter of the Northeast quarter of Section 17, Township 21 North, Range 2 East, W.M., Pierce County Washington, described as follows:
Lots 1, 2, 3, and 4 of Short Plat No. 9008170239, records of Pierce County Auditor.

Also, the map supplied with the legal description incorrectly shows the existing city limits of Gig Harbor (Soundview Drive is completely within the city limits, and 64th St. NW is outside the city limits). A corrected map should be submitted with the revised legal description.

Thank you.

Additionally, based on the attached document which outlines the process to be followed in pursuing the direct petition method of annexation, I believe the petition needs to be redone to include the revised legal description and map. It is also important that the revisions are officially adopted by the city council, not just changed by staff and reattached to the petition. Then when the new petition is submitted for certification, please also submit a copy of the council's action modifying the legal description.

If you have questions about the attachment or what I'm requesting above, please call me (798-7156) or reply to this e-mail. Your City Councilman Bob Dick was part of the group that put the document together; he is also legal counsel to the Assessor's Office and understands the petition certification process. We're hoping that code cities will consult this outline to assist them through the annexation process.

Thank you!

Attachment 1

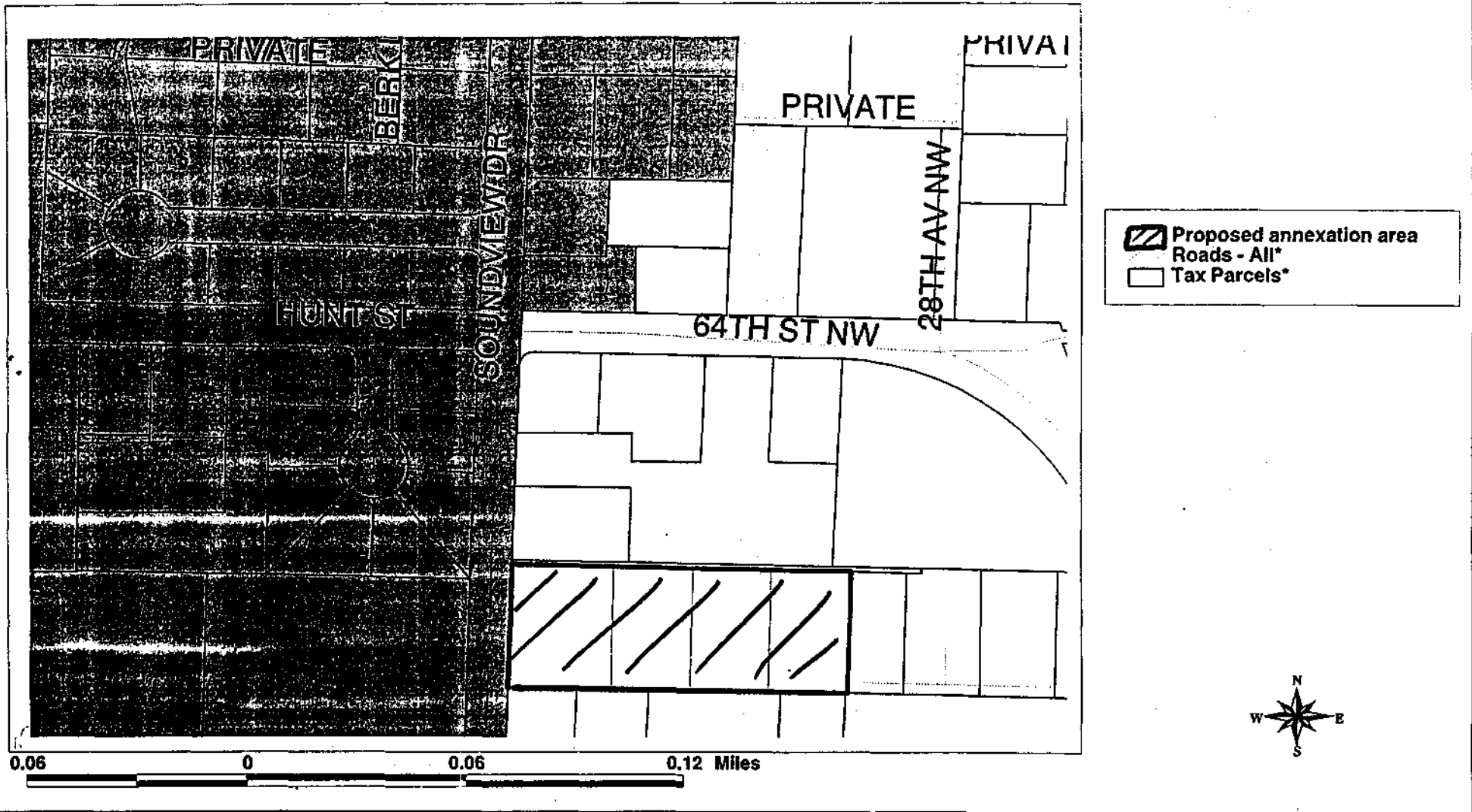
ANNEXATION PROCESS FOR CODE CITIES IN PIERCE COUNTY
Direct Petition Method

RCW 35A.14.120 is the State law that describes the process for the petition method of annexation for code cities. This process is outlined below with the procedural steps for the Boundary Review Board (BRB) (RCW 36.93) inserted where appropriate.

1. The owners of not less than ten percent of the assessed value of the land area shall notify the city council in writing of their intention to commence annexation proceedings.
2. The city council shall set a date not later than 60 days after the request is filed to meet with the initiating parties to determine:
 - whether the code city will accept, reject, or geographically modify the proposed annexation;
 - whether it shall require simultaneous adoption of a proposed zoning code; and
 - whether it shall require the assumption of all or any portion of city indebtedness by the area to be annexed.
3. Prior to meeting with the initiating parties, city staff should send its proposed legal description (from point of beginning around the perimeter and back to point of beginning) and 2 copies of Pierce County Assessor-Treasurer 1/4 section maps indicating the boundaries to the Chief Clerk of the BRB for review. County staff will review proposals to help cities avoid, in part: overlapping boundaries, gaps or islands, split parcels, and use of right-of-way centerlines (which are prohibited unless the other half has already been annexed). County staff will provide city staff with comments about any corrections that may be necessary before city council action. If at the meeting with the initiating parties, the city modifies the boundaries from what were found acceptable by County staff, another County review of the legal description and map is necessary, along with possible corrections by the city council.
4. Corrections to legal descriptions must be adopted by resolution of the city council, not just changed by city staff. If the city council decides to proceed with annexation, that approval and any conditions should be noted in a resolution or in its meeting minutes. City council approval is a requirement prior to circulation of the petition.
5. A petition (following the standards of RCW 35A.01.040) is then circulated containing the following items, exactly as authorized by the city council action:
 - whether the city will require simultaneous adoption of a proposed zoning code;
 - whether the city will require the assumption of all or any portion of city indebtedness by the area to be annexed; and
 - the legal description (as found acceptable by County staff and adopted by the city council) and map of the area to be annexed (these should be photocopied on the back side of each page of the petition).

6. Owners of sixty percent of the assessed value of the proposed annexation area must sign the petition. Signatures must be signed within six months of filing the petition with the city. Within three days of receiving the petition, the city shall transmit the original petition to the Pierce County Assessor-Treasurer for determination of sufficiency (RCW 35A.01.040), together with a copy of the resolution or minutes by which the city council authorized the language and legal description of the petition. The Assessor-Treasurer, who determines sufficiency, must do so with reasonable promptness.
7. Once the petition has been certified as sufficient, the city council fixes a date for public hearing, publishes a hearing notice in a newspaper of general circulation, and posts three notices within the proposed annexation area.
8. The city council holds a public hearing. If it decides to approve the annexation, it will adopt a resolution to proceed with a Notice of Intention to the BRB. If after public comment, the city decides to modify the boundaries of the annexation area described in the petition, the modified legal description must be adopted by city council resolution (County review of the modified legal description and map is necessary, along with any corrections by the city council). If the city council modifies the legal description which is contained on the petition, the petition must still meet the 60% requirement and be re-certified by the Assessor-Treasurer. If after modification of the boundary, the petition no longer meets the 60% requirement, a new petition (with modified legal description and map) and signatures must be obtained, and the petition certified by the Assessor-Treasurer.
9. Within 180 days of adoption of the city council resolution conditionally approving annexation, the Notice of Intention consistent with the action approved by the city council is filed with the Boundary Review Board; requirements of the Notice of Intention are attached. If the Chief Clerk of the BRB determines that the Notice of Intention is incomplete in any respect, no filing date will be assigned until corrections are made or additional materials received. An affected agency or citizens, pursuant to RCW 36.93.100(3), have 45 days to request a public hearing before the BRB. If the 45-day period passes without such a request, the annexation is deemed approved by the Board. If there is a request for hearing, the Board must hold a hearing within 120 days of the request. It may approve, approve with modifications, or deny the annexation. The Board's decision is appealable within 30 days to Superior Court.
10. The city council may either adopt or reject a final ordinance approving annexation of the area as approved by the BRB, but may not modify it. The final ordinance contains the effective date of the annexation and legal description of the annexation area.
11. The city must send a certified copy of the final ordinance to the County Council and to the Chief Clerk of the BRB, who will notify various affected agencies of the boundary change. The city must also file with the State Office of Financial Management the certificate required by RCW 35A.14.700 within 30 days of the effective date specified in the ordinance. The city is encouraged to record the annexation ordinance with the Pierce County Auditor.

Proposed 62nd Street Annexation



Proposed 62nd Street Court NW Annexation, Legal Description

That portion of the Northwest quarter of the Northeast quarter of Section 17, Township 21 North, Range 2 East, W.M., Pierce County Washington, described as follows:

Lots 1, 2, 3, and 4 of Short Plat No. 9008170239, records of Pierce County Auditor

Attachment 2



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DEREK YOUNG
SUBJECT: BUILDING SIZE LIMITS/WESTSIDE REZONE
DATE: APRIL 18, 2001

INFORMATION/BACKGROUND:

At the April 9, 2001 Council meeting, Councilmember Pasin asked that two issues come before the Council. It was suggested that the Council ask for recommendations from the Planning Commission on B2 building size limitations and an area wide rezone for all Westside B2 properties to C1. After debate the Council voted unanimously to forward the staff recommendation, which was to schedule the Planning Commission's hearings after they were finished with the Comp Plan updates (about 2-3 months.) It was my understanding that we had severed the area wide rezone from the motion. After talking with Staff, I realized this was not the case. The debate on the motion would suggest that this *may* not have been the Council's intent (I know it was not mine). Public testimony on the matter was similarly limited to the building size matter. Also, after the meeting I realized that we had asked for recommendations only on B2 building size limitations, excluding other zones that have similar limitations from discussion. That, I believe, was not the intent of the Council.

RECOMMENDATIONS:

I recommend that the Council clarify its intent with two separate motions. First, does the Council want the Planning Commission to look at all zones containing building size restrictions. Second, make another motion to have the Planning Commission look at an area wide rezone for all B2 properties in the Westside.



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP *JPV*
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: KEY PENINSULA GIG HARBOR ISLANDS WATERSHED
CHARACTERIZATION & ACTION PLAN
DATE: APRIL 23, 2001

INFORMATION/BACKGROUND

Pierce County has gone through a process to develop the Key Peninsula Gig Harbor Islands Watershed Characterization and Action Plan with the stated mission of protecting water quality and beneficial uses of water by reducing water pollution from nonprofit sources. The County is seeking the City's 'concurrence' with the Plan. Concurrence, as requested would be in the form of a letter or resolution indicating the City's intention to implement the Plan as funds become available. The Pierce County Council recently took action to concur with the Plan.

The City of Gig Harbor Planning Commission conducted a work-study session on this Plan on April 5, 2001. At the conclusion of the work-study session, the members of the Planning Commission present unanimously recommended that the City Council take action to concur with the Plan as presented.

POLICY ISSUES

The Plan contains policies consistent with the stated mission of protecting water quality and beneficial uses of water by reducing water pollution from nonprofit sources. Overall, these policies would be consistent with City policy.

FISCAL IMPACT

Concurrence with the Plan indicates the City's intention to implement action items contained within the Plan at such time funds become available. Concurrence with the Plan has no fiscal impact on the City at this time. Future fiscal impacts would be addressed through the normal budgetary process.

RECOMMENDATION

Staff recommends that Council move to concur with the Key Peninsula Gig Harbor Islands Watershed Characterization and Action Plan with the understanding that actual implementation of action items will be dependant upon the availability of grant funds and further authorize the Mayors signature on a letter of concurrence.



KEY PENINSULA GIG HARBOR ISLANDS

Watershed Characterization & Action Plan

"A Water Quality Plan for Reducing Non-Point Pollution"

Funded by:
Washington State Department of Ecology
Centennial Clean Water Fund

Prepared by:
The Key Peninsula/Gig Harbor/Islands Watershed Committee

Published by:
Pierce County Water Programs Division — Watershed Planning
9315 Gravelly Lake Drive SW, Suite 203
Lakewood, Washington 98499
(253) 798-2725

EXECUTIVE SUMMARY

The most notable feature of the *Key Peninsula-Gig Harbor-Islands (KGI) Watershed* is its abundant quantities of saltwater shoreline. Most residents live either on a salt or freshwater shoreline or within two miles of marine waters. Some areas of the watershed have retained rural characteristics, but the proximity of the area to the city of *Tacoma* has resulted in strong growth pressure for more residential and commercial land uses. This pressure has driven a concern by residents about protecting water quality and preserving beneficial uses of water.

DESCRIPTION OF THE WATERSHED

The *KGI Watershed* is located mostly in *Pierce* and *Kitsap Counties, Washington*, although a very small area of the watershed falls within *Mason County*. The watershed lies between *Case Inlet* on the west, and *Dalco Passage* and *The Narrows* on the east. The watershed's northern boundary is in southern *Kitsap County*, and the southern boundary is formed by the *Nisqually Reach, Puget Sound, and Cormorant Passage*. (See "Figure 1—Plan Area") The watershed contains approximately 101,000 acres, or 158 square miles of land and about 144 miles of shoreline. Approximately 22,029 acres of the watershed fall within *Kitsap County*. It is composed of two large peninsulas and many islands. The three largest islands are *Fox, McNeil* (state-owned), and *Anderson*. There are a number of smaller islands, including *Raft, Herron, Cutts, Eagle, Gertrude, Tanglewood, and Ketron*. It includes the incorporated city of *Gig Harbor*, as well as the unincorporated communities of *Burley, Home, Vaughn, Rosedale, Longbranch, Lakebay, Key Center, Lake Holiday, and Purdy*.

PURPOSE AND AUTHORITY

The purpose of the **KEY PENINSULA/GIG HARBOR/ISLANDS WATERSHED ACTION PLAN** is to identify, attempt to correct, and prevent nonpoint source water pollution and protect beneficial uses of water.

Beneficial uses of water include: the aquatic and upland ecosystem, potable water supply, recreation, raising domestic plants and animals, quality of life, aquaculture, cleansing, commercial/industrial, agriculture and forestry, fire protection, and transportation.

The authority under which the Plan was written goes back as far as the federal *Clean Water Act* of 1972. "Section 319" of the Act required states to address water pollution from nonpoint sources. The *Puget Sound Water Quality Authority* was formed in 1985 by the *Washington State Legislature* to meet stipulations included in amendments to the Act and the *Authority* proceeded to publish the first PUGET SOUND WATER QUALITY MANAGEMENT PLAN in 1987. The Plan included an approach for dealing with nonpoint pollution that involved the establishment of *Washington Administrative Code 400-12* or the "Nonpoint Rule" in 1988. The Rule provides guidance in development of plans for addressing nonpoint pollution.

THE KGI WATERSHED COMMITTEE

The *KGI Watershed Committee* is made up of citizens, agencies, and other stakeholders with an interest in improving water quality. They are intended to represent diverse interests from within the watershed. Organizations and individuals represented on the *Committee* are listed on the inside of the front cover. Non-appointed individuals also contributed and were extremely helpful in forming the Plan. The *Committee* makes decisions through consensus rather than traditional voting.

SUMMARY OF FINDINGS

In the course of defining problem areas and sources, the *Committee* determined that the beneficial uses of water most threatened or impaired were aquaculture (particularly shellfish beds), potable water supply, and the aquatic and upland ecosystem. The measures of water quality and ecosystem health which they felt were showing up most frequently with signs of degradation or were key indicators of potential problems included: fecal coliform bacteria levels, sediment/turbidity readings, stream flow rates, nutrients, biological diversity (may be measured using macroinvertebrate sampling), percent of impervious cover, water temperatures, dissolved oxygen levels, percent of tree canopy cover, human population density, and land use activities.

The *Committee* identified water bodies within the *KGI Watershed* which they wished to place under a high-priority category for attention. This list includes water bodies which are already showing signs of significant degradation, water bodies with a high-potential for future degradation, and water bodies which are supporting significant beneficial uses such as shellfish, salmon runs, and recreational use which the committee felt needed extra protection. The list of high-priority water bodies includes: *Lake Florence, Lake Sylvia, McCormick Creek, Wollochet Creek, Artondale Creek, Crescent Creek, Goodenough Creek, Rocky Creek* (includes Rocky Creek, East Fork Rocky Creek, Fork Muck Creek, and Winter Creek), *Burley Creek,*

Creek, East Fork Rocky Creek, Fork Muck Creek, and Winter Creek), *Burley Creek, Purdy Creek, Minter Creek* (includes Minter Creek, Little Minter, and Huge Creek), *Burley Lagoon, Minter Bay, Rocky Bay, Filucy Bay, Mayo Cove, Glen Cove, and Gig Harbor* (Water bodies are listed randomly and do not reflect order of prioritization.).

The sources of water pollution which were perceived by the *Committee* as posing the greatest threat to beneficial uses include: forest practices related to forest land conversion, stormwater and erosion (specifically, changes in runoff rates from paved surfaces, erosion from construction activities, pollutants from paved surfaces, and fish passage blockages), runoff from residential areas, which includes pesticides and household hazardous wastes, illegal dumping, and on-site sewage system failures.

MISSION, GOALS, AND OBJECTIVES

The *KGI Watershed Committee* developed the following mission, goals, and objectives to focus their efforts and expectations for the ACTION PLAN.

MISSION STATEMENT

"To protect water quality and beneficial uses of water by reducing water pollution from nonpoint sources."

Goals and Objectives

- 1) ***Land development will be conscientiously sited to protect beneficial uses of water and environmentally sensitive areas.***
 - Riparian, wetland, and shoreline buffers will be adequate to protect beneficial uses.
 - There will be a high-rate of compliance with *Comprehensive Plans and Critical Areas* ordinances.
 - A revised and updated *Pierce County Shoreline Master Program* will be in place.
 - There will be an increase in riparian cover.

- 2) ***The groundwater supply will be ample and safe for consumption by humans, animals, and plants.***
 - Groundwater quality will meet, or exceed "Washington State Groundwater Standards."
 - Saltwater intrusion problems will be contained.
- 3) ***Good habitat and high quality water will support a healthy and diverse population of native plants, animals, and aquatic organisms.***
 - There will be an increase in the number of parcels and acreage in "Open Space" taxation designations.
 - There will be an increase in the amount of stream miles available for salmon spawning.
 - There will be healthy and increasing native fish populations.
- 4) ***Surface water quality will be superior and beneficial to the health of fish, shellfish, macroinvertebrate, wildlife, and human populations.***
 - Surface water quality will meet, or exceed "Washington State Water Quality Standards" (WAC 173-201A as amended).
 - Macroinvertebrate sampling will show healthy population numbers and greater species diversity.
- 5) ***Stormwater will enter stream systems more gradually, with lower peak flows, and will preserve historic year-round flow levels.***
 - There will be a high-rate of implementation of stormwater "Best Management Practices" (BMP's).
 - There will be reduced levels of impervious cover.
 - Storm events will result in lower and longer peak flows in local streams.
- 6) ***Watershed residents will be educated about water quality issues and will take action to protect, restore, and steward the environment.***
 - More watershed residents will participate in *Stream Team* and/or habitat restoration events.
 - There will be increased participation in programs like the *Backyard Wildlife Sanctuary Program*.
 - There will be a noticeable shift in local sales away from hazardous household and garden products in favor of environmentally friendly alternatives.
- 7) ***Natural resource harvesting will be sustainable and equitable.***
 - There will be a healthy and stable farmed forestry industry within the watershed.
 - There will be a healthy and stable local sportfishing industry within the watershed.

- 8) **Shellfish growing areas will be numerous and produce shellfish which are safe for consumption and abundant.**
- All commercial and recreational shellfish beds will be open for harvest.
 - Production levels for shellfish from within the watershed will increase.
- 9) **There will be a significant reduction in the amount of solid waste generated, stored, and illegally dumped.**
- There will be a significant reduction in illegal dumping incidents.
 - There will be an increased rate of recycling by watershed residents with more opportunities for recycling a wider variety of wastes.
- 10) **A clear, effective, cooperative system will be in place to identify problems and respond to water quality concerns.**
- An ongoing sampling and monitoring program will be in place.
 - Agency roles will be defined for responding to concerns.
 - Implementers of the KGI WATERSHED ACTION PLAN will meet regularly.
 - There will be active resident involvement in identifying and reporting water quality concerns, and in Plan implementation.
 - Regular reports on the progress of Plan implementation will be issued.

SUMMARY OF ACTION ITEMS

Appendix "A" gives an explanation and/or definition of Action Item terminology. Appendix "B" lists all *Action Items* in **numerical order**. Appendix "C" lists all *Action Items* grouped **by implementator**. Appendix "D" lists all *Action Items* grouped **by funding source**.

LEAD IMPLEMENTERS

The primary Implementer of the **KGI WATERSHED ACTION PLAN** is *Pierce County*. This means that if progress is not made toward implementation of the Plan, that *Pierce County* is responsible for pursuing implementation. The lead Implementers identified within each *Action Item* are ultimately responsible for their completion. *Pierce County's* role as the primary Implementer is to contact lead Implementers and encourage them to take action.

AGC (Assc of General Contractors)
City of Gig Harbor
Department of Transportation
Department of Fish and Wildlife
Gig Harbor Lyons
Gig Harbor Rotary
KGI Watershed Council
Kitsap County

Bremerton-Kitsap County Health District
Department of Natural Resources
Department of Ecology
Gig Harbor Chamber of Commerce
Gig Harbor Parks
IMEX
Kitsap Conservation District
Local Congressional Representatives

Local Radio Stations	Master Gardeners
NRCS	Peninsula Heritage Land Trust
Peninsula Light	Peninsula Salmon
Peninsula School District	Penrose Point State Park
Pierce Conservation District	Pierce County
Pierce County Boating Advisory Committee	Pierce County Cooperative Extension
Pierce County Council	Pierce County Environmental Services
Pierce County Parks and Recreation	Pierce County Regional Water Assc
Pierce County Sheriff	Pierce County Solid Waste
Pierce County Water Programs	PTI
Sea Grant	Septic System Pumpers
Tacoma-Pierce County Marina Association	Tacoma-Pierce County Health Dept.
Tahoma Audobon	University of Washington
US West	WA State Farm Forestry Association
Washington Toxics Coalition	WSU Cooperative Extension

FUNDING

An estimated cost, funding source, and funding type have been suggested for each *Action Item*. A wide-variety of sources and types have been identified based on the type of action and the organizations involved. It would be misleading to identify a single-entity as having primary responsibility for funding implementation of the Plan. See the appendices for tables which estimate the costs assigned to each funding source. The total cost for full implementation of the Plan is approximately \$ 5.5 million.

It should be noted that lead Implementers concur with *Action Items* with the condition that they will implement as funding allows. However, lead Implementers may need to be encouraged to pursue appropriate funding sources.

ACTIONS TO BE TAKEN

Two significant actions will be taken to optimize the success of the ACTION PLAN. First, "concurrence" will be sought from each of the lead Implementers identified within the Plan. Concurrence consists of receiving a letter or resolution from the prospective lead Implementer stating that they intend to implement the *Action Item* as funds become available. Lead Implementers may be able to condition their concurrence in ways that work better with their existing programs. Second, an *oversight* or *watershed council* will be established. This "council" will include broad representation from throughout the watershed and will relieve *Pierce County* of the primary oversight role once it is established and as long as it is active.

The watershed council will work with lead Implementers and issue regular reports on implementation of the ACTION PLAN.

APPENDIX "B"
KGI WATERSHED MATRIX
BY ACTION ITEM #

Action Item #	Action Item Name	Implementer	Funding Source	Funding Type	Ongoing (Y or N)	1st Year Cost
AF 1	Develop a comprehensive "Signage Program"	<ul style="list-style-type: none"> • Kitsap Conservation District • Pierce Conservation District 	Conservation Commission, private sector	Grant	Y	\$10,000
AF 2	Establish demonstration/interpretive sites	<ul style="list-style-type: none"> • Pierce Conservation District • Kitsap Conservation District • WA State Farm Forestry Association 	Conservation Commission, Pierce and Kitsap Conservation Districts, Dept. Of Agriculture, PIE Grant, DNR	Grants	Y	\$5,000
AF 3	Establish Pierce County's Swede Hill property near Purdy as an interpretive site	<ul style="list-style-type: none"> • Peninsula Parks and Recreation 	Pierce County Conservation Futures, DNR, Ecology, USFWS, private industry	Grants	N	a) \$20,000 b) \$200,000
AF 4	Establish Farm and Forestry Public Outreach and Education Program	<ul style="list-style-type: none"> • Pierce Conservation District • Kitsap Conservation District • DNR 	PIE Grant, Conservation Commission, DNR, Ecology	Grants	Y	\$10,000
AF 5	Create economic and regulatory incentives to preserve Forest Lands for Forest Use and Agricultural Lands for Agricultural Use	<ul style="list-style-type: none"> • Pierce County • Kitsap County 	Pierce and Kitsap Counties, Pierce County Conservation Futures	Existing	Y	Existing Program
AF 6	Generate tax incentives for keeping land in Agriculture, Forestry and Habitat Use	<ul style="list-style-type: none"> • Pierce County Assessor/Treasurer • Kitsap County Assessor/Treasurer • Local Congressional representatives 	Pierce and Kitsap Counties, Washington State Legislature, Congress	General Fund	N	\$80,000

AF - Agriculture & Forestry
 SH - Shoreline

BM - Boats & Marinas
 OT - Other

OS - On-Site Sewage
 IM - Implementation

SW - Stormwater & Erosion
 MO - Monitoring

Action Item #	Action Item Name	Implementer	Funding Source	Funding Type	Ongoing (Y or N)	1st Year Cost
AF 7	Encourage Riparian buffering by offering landowners technical and financial assistance	<ul style="list-style-type: none"> Pierce Conservation District NRCS Kitsap Conservation District 	Conservation Commission, DNR, Conservation District, NRCS, IAC	Grants, General Fund	Y	a) \$120,000 b) \$120,000
AF 8	Offer curriculum on environmental issues associated with Agriculture and Forestry Management to local school districts	<ul style="list-style-type: none"> Pierce County Environmental Services Pierce County Conservation District 	Ecology, Conservation Commission, DNR	Grants	N	\$30,000
AF 9	Promote local agriculture and forestry products	<ul style="list-style-type: none"> Pierce County Cooperative Extension 	Gig Harbor Chamber of Commerce, local farmers and foresters	General Fund, Donations	Y	\$5,000
AF 10	Establish Master Livestock and Forester Programs	<ul style="list-style-type: none"> WSU Cooperative Extension 	Ecology, Conservation Commission	Grant	Y	\$25,000
AF 11	Establish satellite offices for technical assistance agencies within the watershed	<ul style="list-style-type: none"> Pierce County City of Gig Harbor 	Lead Implementer and all cooperators	Private sector	Y	\$50,000
AF 12	Create videos and a library related to Agricultural and Forestry Best Management Practices (BMP's)	<ul style="list-style-type: none"> Pierce Conservation Districts Kitsap Conservation Districts 	Ecology, Conservation Commission, PIE Grant	Grant	N	\$20,000
AF 13	Establish the Pierce County Conservation District as a "Special Assessment District"	<ul style="list-style-type: none"> Pierce County Council Kitsap Conservation District 	Conservation Commission, CZM Grant	Grant, General Fund	N	\$10,000
AF 14	Complete a Comprehensive Survey of Farms and Forests	<ul style="list-style-type: none"> Pierce County Conservation District 	Conservation Commission	Grant	N	\$50,000
AF 15	Institute an "Adaptive Management Program" for Forestry and Agriculture	<ul style="list-style-type: none"> KGI Watershed Council 	Pierce and Kitsap Counties, Fish and Wildlife, Ecology, and Conservation Districts	Existing Budgets	Y	\$5,000
AF 16	Assist local governments in instituting new land conversion regulations (Forestry or Treed lots to other uses)	<ul style="list-style-type: none"> KGI Watershed Council 	N/A	N/A	N	Existing Program

AF = Agriculture & Forestry
SH = Shoreline

BM = Boats & Marinas
OT = Other

OS = On-Site Sewage
IM = Implementation

SW = Stormwater & Erosion
MO = Monitoring

Action Item #	Action Item Name	Implementer	Funding Source	Funding Type	Ongoing (Y or N)	1st Year Cost
AF 17	Encourage posting of properties prior to timber harvest	<ul style="list-style-type: none"> • DNR • Pierce County • Kitsap County 	N/A	N/A	Y	Existing Program
AF 18	Coordinate provision of agriculture and forestry related services	<ul style="list-style-type: none"> • Pierce County Conservation District 	N/A	N/A	Y	Existing Program
AF 19	Increase development and implementation of farm plans	<ul style="list-style-type: none"> • Pierce County Conservation District • Kitsap Conservation District 	Pierce County Conservation District, Kitsap Conservation District	Special District Fees (See AF 13)	Y	\$70,000
AF 20	Distribute generalized "Best Management Practices" (BMP's) for farm and forestry management in the watershed	<ul style="list-style-type: none"> • Pierce Conservation District • Kitsap Conservation District 	WA State Conservation Commission	Grant	N	\$25,000
BM 1	Reinstate requirements for Boat License Fees to fund programs designed to educate boaters about "Best Management Practices" (BMP's) and provide services	<ul style="list-style-type: none"> • Pierce County 	Washington State Legislature	General Fund	Y	\$35,000
BM 2	Investigate existing boater BMP information, distribute the "Best with Boat" registration renewal notices	<ul style="list-style-type: none"> • Pierce County Boating Advisory Committee • Pierce County Environmental Services 	Ecology, Puget Sound Water Quality Action Team	Grants	N	\$15,000
BM 3	Identify high-use marinas or destination points that need pumpout facilities	<ul style="list-style-type: none"> • KGI Watershed Council 	Washington State Parks and Recreation Commission, marinas, destination points	Grant, budgeted funds, fees	N	\$10,000
BM 4	Offer cost-credit agreements to all marinas which allow public access to its previously private pumpout facilities	<ul style="list-style-type: none"> • DNR 	DNR	Rent Reduction	Y	Existing Program
BM 5	Promote the use of volunteers during anticipated times of high use of pumpout facilities	<ul style="list-style-type: none"> • Peninsula Salmon • Pumpout Owners 	N/A	N/A	Y	Existing Program

AF = Agriculture & Forestry
SH = Shoreline

BM = Boats & Marinas
OT = Other

OS = On-Site Sewage
IM = Implementation

SW = Stormwater & Erosion
MO = Monitoring

Action Item #	Action Item Name	Implementer	Funding Source	Funding Type	Ongoing (Y or N)	1st Year Cost
BM 6	Oil and Anti-freeze collection containers at Key Locations	<ul style="list-style-type: none"> • City of Gig Harbor • Tacoma-Pierce County Marina Association 	Ecology	Grants	N	\$100,000 (\$5,000/site)
BM 7	Produce an "Instructional Video" on proper "Best Boating Practices" concerning maintenance and fueling boats	<ul style="list-style-type: none"> • Pierce County Boating Advisory Committee 	Ecology, Puget Sound Water Quality Action Team	Grants	N	\$60,000
BM 8	Provide assistance to boaters using the pumpout station planned for Jerisich Dock	<ul style="list-style-type: none"> • City of Gig Harbor 	City of Gig Harbor, Interagency Committee for Outdoor Recreation (IAC)	Park Dept Funds, Grants	Y	\$15,000
BM 9	"Sanicans", septic dump stations, and refuse containers should be placed at all public boat launches	<ul style="list-style-type: none"> • Pierce County Parks Department • Gig Harbor Parks Department 	IAC, ALEA, Pierce County, Gig Harbor	Grants	Y	\$5,000 (per site)
BM 10	Encourage marinas to purchase rolls of absorbent pads and sell single sheets to boaters	<ul style="list-style-type: none"> • Pierce County Advisory Committee 	N/A	N/A	Y	Existing Program
BM 11	Educational program for live-a-boards and overnight moorage	<ul style="list-style-type: none"> • Pierce County Environmental Services 	Marinas, WA State parks, WA State Dept of Health	Grants, User Fees	Y	\$20,000
BM 12	DNR will coordinate with Ecology to distribute information packets on "Best Boating Practices" to marinas	<ul style="list-style-type: none"> • Ecology 	Ecology, DNR	General Funds (existing)	Y	\$10,000
BM 13	Offer marinas dye testing packets	<ul style="list-style-type: none"> • Washington State Department of Health 	PIE Grant	Grant	Y	\$40,000
BM 14	Place a Meter on Penrose Point Pumpout	<ul style="list-style-type: none"> • Penrose Pt State Park 	State Parks	General Fund	Y	\$5,000
GN 1	Establish a Pet Waste Education Program	<ul style="list-style-type: none"> • WSU Cooperative Extension 	Washington State	Grant	N	\$25,000
GN 2	Establish Shellfish Protection Districts	<ul style="list-style-type: none"> • Pierce County Council • Kitsap County Commissioners 	Pierce County, CZM grants	General funds, grants	N	\$15,000

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GN 3	Create TMDL Plans for 303d Listed Waterbodies	• Ecology	Ecology	General funds	N	\$50,000
GN 4	Establish a "Public Benefit Rating System" for Taxation Relief	• Pierce County	Pierce County Parks and Recreation	General funds	N	\$10,000
GN 5	Move the KGI Watershed under the Jurisdiction of Ecology's Southwest Regional Office	• Ecology	Ecology	General fund	N	Use Existing Ecology Program Staff
GN 6	Create and Protect Wildlife Corridors Throughout the Watershed	• Pierce County • Kitsap County	IAC, Fish and Wildlife	Grant	Y	\$80,000
GN 7	Create a Buffer Improvement Program	• Pierce Co. Conservation District • Kitsap Co. Conservation District	Pierce County Conservation District, Kitsap Conservation District	General funds, grants	Y	\$10,000 (per district, per year)
GN 8	Create a Permitting Ombudsman Position	• Pierce County	Pierce County, Fish and Wildlife, Corps of Engineers, Ecology, DNR	General fund, Cost-share	Y	\$70,000
GN 9	Promote "Backyard Wildlife Sanctuary" Type Programs	• Washington State Department of Fish and Wildlife	Washington State Department of Fish and Wildlife	General funds, grants	Y	\$10,000
GN 10	Support Water Conservation Programs	• Pierce County Regional Water Association	Regional Water Association, local water purveyors, Puget Sound Water Conservation Coalition	General funds	Y	\$100,000
GN 11	Encourage water recycling	• Pierce County • City of Gig Harbor	EPA, Ecology	Grant	N	\$150,000
GN 12	Promote Consolidation of Small Water Systems	• Pierce County	Department of Health, Water Utility Coordinating Committee, Peninsula Light and Water	Grants, General Fund	Y	\$20,000
GN 13	Expand Enforcement Capabilities Dealing with Water Quality Issues	• Pierce County • Kitsap County • City of Gig Harbor	Pierce County, Kitsap County	General funds, Fines	Y	\$150,000

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GN 14	Utilize Citizen Volunteers to Assist with Enforcement	<ul style="list-style-type: none"> • Pierce County • Kitsap County • DNR • City of Gig Harbor 	Pierce County, Kitsap County, DNR	General fund, grants	Y	\$20,000 per agency
GN 15	Provide Enforcement Reports to Local Papers	<ul style="list-style-type: none"> • Kitsap County • Pierce County • Tacoma-Pierce County Health Dept • Bremerton-Kitsap County Health Dept • Fish and Wildlife • Department of Natural Resources • Ecology 	Pierce County	General funds	Y	\$10,000
GN 16	Support the Creation and Expansion of Water Body Groups	<ul style="list-style-type: none"> • Pierce County Water Programs 	Agency general funds	Agency budgets	Y	\$20,000 annually
GN 17	Awards Program for Individuals, Groups, and Businesses	<ul style="list-style-type: none"> • Gig Harbor Rotary • Gig Harbor Lions 	PIE Grant	Grant	N	\$5,000
GN 18	Newspaper Articles Detailing Pros and Cons of Wastewater Treatment Plants and On-site Sewage Systems	<ul style="list-style-type: none"> • Washington State Dept of Health 	Centennial Clean Water Fund, participating agencies	Grant, agency budgets	N	\$5,000
GN 19	Make Contractor Violation Records Available to Public	<ul style="list-style-type: none"> • Pierce County • Kitsap County • DNR • Better Business Bureau • PNA • Tacoma-Pierce County Health Dept • Bremerton-Kitsap County Health Dept 	Pierce County, Kitsap County, DNR	General funds	Y	\$20,000
GN 20	Institute an Annual Tree Contest in the Watershed	<ul style="list-style-type: none"> • Gig Harbor Chamber of Commerce 	Private sponsors	Private sponsors	Y	\$5,000 annually

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GN 21	Offer Informational Materials at Equipment Rental Locations	<ul style="list-style-type: none"> Pierce County Kitsap County Tacoma-Pierce County Health Dept Bremerton-Kitsap County Health Dept 	Pierce County, Kitsap County	Stormwater utility fees, development permit fees	N	\$5,000
GN 22	Provide Consumer Education for Property Owners Thinking of Hiring a Contractor	<ul style="list-style-type: none"> Pierce County DNR AGC 	DNR, Pierce County	General funds	Y	\$5,000
GN 23	Establish a Native Plant Salvage Program	<ul style="list-style-type: none"> Pierce County Cooperative Extension Kitsap County SSWM Pierce County NRCS Master Gardeners 	PIE Fund	Grant	Y	\$25,000 startup
GN 24	Train County Employees to Identify and Report Code Violations	<ul style="list-style-type: none"> Pierce County Kitsap County 	Pierce County, Kitsap County	Utility Fees, Permit Fees	Y	\$10,000
GN 25	Encourage Use of Native Plants in Public Installations	<ul style="list-style-type: none"> Pierce County Kitsap County City of Gig Harbor Peninsula School District 	Pierce County, Kitsap County, Gig Harbor, Peninsula School District	General Maintenance Funds	Y	\$5,000
GN 26	Expand Existing Groundwater and Wellhead Protection Education Program	<ul style="list-style-type: none"> TPCHD BKCHD 	Department of Ecology	Grant	N	\$10,000
GN 27	Establish Donkey Creek ravine as a conservancy area and interpretive site	<ul style="list-style-type: none"> City of Gig Harbor 	CCWF, Ecology, Fish and Wildlife, IAC	Grants	N	\$900,000
IM 1	Create a "Key Peninsula-Gig Harbor-Islands Watershed Council" (KGIWC)	<ul style="list-style-type: none"> Pierce County Kitsap County City of Gig Harbor 	Centennial Clean Water Fund, Ecology	Grant	N	\$120,000
IM 2	Regular Presentations to Elected Officials, Service Groups, and the Public Regarding Watershed Issues and Plan Implementation	<ul style="list-style-type: none"> KGI Watershed Council 	KGI Watershed Council	In-kind	Y	\$25,000
MO 1	Coordinate the creation of a long-term water quality monitoring program.	<ul style="list-style-type: none"> KGI Watershed Council 	Agency General Funds	In-kind	N	\$50,000

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MO 2	Establish a basin assessment program	• Pierce County	Pierce County Water Programs, Ecology	Grants, Budget allocations	Y	\$80,000 (per Basin)
MO 3	Develop a "Watershed Health Monitoring Program"	• KGI Watershed Council	Pierce & Kitsap Counties, City of Gig Harbor, TPCHD, BKCHD	Cost Share	N	\$10,000
MO 4	Develop a standardized and comprehensive electronic mapping (GIS) and data tracking system	• Pierce County	Washington State	Grants, General Fund	N	\$200,000
MO 5	Establish Level 3 water quality sampling capabilities	• Peninsula School District	National Science Foundation, Ecology	Grant	N	\$5,000
MO 6	Create a KGI Watershed Web Page	• Tacoma-Pierce County Health Dept • Pierce County	Grants, Pierce & Kitsap Counties, City of Gig Harbor	Grant (start-up), General Funds	Y	\$5,000 (start-up) \$10,000 (annual)
MO 7	Complete a habitat survey of the Watershed	• Fish & Wildlife	Jobs for the Environment	Grant	N	\$500,000
MO 8	Develop a volunteer habitat and buffer monitoring program	• Fish & Wildlife	Fish & Wildlife	General Fund	N	\$10,000
MO 9	Expand Stream Team and other volunteer monitoring opportunities	• Kitsap County • Pierce County • City of Gig Harbor	Pierce & Kitsap Counties, City of Gig Harbor, DOE, DFW	Grants, General Fund	Y	\$60,000
OS 1	Survey areas potentially impacted by malfunctioning on-site sewage systems	• Tacoma-Pierce County Health Dept • Bremerton-Kitsap County Health Dept	Agency General Funds, Special Allocation	Agency budgets	N	\$13,000
OS 2	Enhance Operation and Maintenance Program	• Bremerton-Kitsap County Health Dept • Tacoma-Pierce County Health Dept	Tacoma-Pierce County Health Department	Existing Fees	Y	\$30,000

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OS 3	Offer financial assistance and incentives to repair failing septic systems or allow connection to sewers	<ul style="list-style-type: none"> Bremerton-Kitsap County Health Dept Pierce County Community & Economic Dev Tacoma-Pierce County Health Dept 	Ecology	Loans, Grants	Y	\$50,000
OS 4	Number of septic tanks pumped in 1996 as a benchmark	<ul style="list-style-type: none"> Bremerton-Kitsap County Health Dept Tacoma-Pierce County Health Dept 	Agency General Funds, Special Allocation	Agency budgets	Y	\$5,000
OS 5	Compare the regulations and enforcement policies of the following jurisdictions: Pierce County, Kitsap County, Mason County, and the City of Gig Harbor	<ul style="list-style-type: none"> Tacoma-Pierce County Health Dept Bremerton-Kitsap County Health Dept 	Agency General Funds	Agency budgets	N	minimal
OS 6	Establish a Water Quality Specialist Position	<ul style="list-style-type: none"> Pierce County Tacoma-Pierce County Health Dept 	Utility Fees, Permit Fees	Agency budgets	Y	\$80,000 Annually
OS 7	Hands-on curricula for schools in the Watershed	<ul style="list-style-type: none"> Pierce County Environmental Services Education Program Tacoma-Pierce County Health Dept 	Agency budgets	Special Allocation	Y	\$5,000 (Start-up costs)
OS 8	Distribute an annual newsletter about on-site sewage system use	<ul style="list-style-type: none"> Bremerton-Kitsap County Health Dept Tacoma-Pierce County Health Dept 	Centennial Clean Water Fund; Agency budgets	Grant, Special Allocation	Y	\$20,000
OS 9	Print and Distribute System Locator Stickers	<ul style="list-style-type: none"> Sea Grant 	PIE Fund	Grant	Y	\$20,000
OS 10	On-site sewage system reminder cards and stickers	<ul style="list-style-type: none"> Septic System Pumpers 	Participating businesses	Businesses General Funds	Y	\$10,000

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Action Item #	Action Item Name	Implementer	Funding Source	Funding Type	Ongoing (Y or N)	1st Year Cost
OS 11	Complete pollution identification and correction project	<ul style="list-style-type: none"> Tacoma-Pierce County Health Dept Bremerton-Kitsap County Health Dept 	Kitsap County, TPCHD, Washington State	Utility Fees, General Funds, Grants	N	\$135,206
OT 1	Determine link between key center drop-box station and nearby illegal dumping	<ul style="list-style-type: none"> Pierce County Solid Waste 	Ecology	Grant	N	\$10,000
OT 2	Distribute a catalog of waste products	<ul style="list-style-type: none"> IMEX 	Ecology	Grant	Y	\$5,000
OT 3	Create a public outreach program on the cost of disposing of hazardous products and alternatives	<ul style="list-style-type: none"> Bremerton-Kitsap County Health Dept Tacoma-Pierce County Health Dept 	PIE Fund	Grant	N	\$5,000
OT 4	Develop a guide for homeowners on how to properly mix and apply household products	<ul style="list-style-type: none"> Tacoma-Pierce County Health Dept 	Coordinate Prevention Grant	Grant	N	\$5,000
OT 5	Expand Crime Watch Program to Address Illegal Dumping	<ul style="list-style-type: none"> Tacoma-Pierce County Health Dept Pierce County Sheriff 	Ecology, TPCHD, BKCHD	General Funds, Grants	Y	\$40,000
OT 6	Initiate a public outreach program that targets illegal dumping	<ul style="list-style-type: none"> Pierce County Solid Waste 	Ecology, DNR, Major land owners	Grants, In-kind	Y	\$130,000
OT 7	Implement a voucher system for disposal of problem items	<ul style="list-style-type: none"> Pierce County Solid Waste 	Pierce County Solid Waste, Kitsap County Solid Waste	Tipping Fees	N	\$120,000
OT 8	Institute programs which charge for disposal at point of purchase	<ul style="list-style-type: none"> Ecology Washington State Department of Health 	State Legislature	In-kind	N	\$10,000
OT 9	Expand master gardener programs to include public presentations	<ul style="list-style-type: none"> WSU Cooperative Extension 	Ecology, PSWQAT, WSU, Pierce & Kitsap Counties	Grants, General Funds	Y	\$20,000

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OT 10	Public service sponsorship of local traffic reports	<ul style="list-style-type: none"> Pierce County Environmental Svcs WSU Cooperative Extension Washington Toxics Coalition Local Radio Stations 	PIE fund, Centennial Clean Water Fund, Grants	Grants	Y	\$20,000
OT 11	Develop curriculum for local high schools on household hazardous waste and composting	<ul style="list-style-type: none"> Pierce County Environmental Svcs 	PIE Fund, Pierce County Environmental Svcs	Grant, Match	N	\$15,000
OT 12	Develop telephone book pages on environmental services	<ul style="list-style-type: none"> US West PTI 	PTI, US West	General Funds	N	\$5,000
OT 13	Coordinate solid waste services between counties	<ul style="list-style-type: none"> Pierce County Solid Waste Kitsap County Solid Waste 	Kitsap County SSWM, Pierce County Water Programs	Existing program	Y	minimal
OT 14	Education Program for Golf Course Grounds Keepers	<ul style="list-style-type: none"> Tahoma Audubon 	PIE Fund	Grant	Y	\$10,000
OT 15	Pursue Alternatives to Roadside Spraying of Herbicides	<ul style="list-style-type: none"> Pierce County Kitsap County 	Pierce County, Kitsap County	Road Maintenance Funds	Y	\$10,000
OT 16	Expand "Right Tree, Right Place" education program	<ul style="list-style-type: none"> Pierce County Kitsap County Peninsula Light 	PIE Fund, private and public grants	Grant	N	\$30,000
OT 17	Encourage participation in EPA's pesticide environmental stewardship program	<ul style="list-style-type: none"> KGI Watershed Council 	EPA	Grant	Y	\$500
SH 1	Coordination between shoreline agencies	<ul style="list-style-type: none"> Pierce County 	Pierce County, Ecology, DNR, Fish and Wildlife, Gig Harbor, Corps	In-kind	Y	\$5,000
SH 2	Create a consortium of agencies and land trusts to protect sensitive shoreline sites	<ul style="list-style-type: none"> Peninsula Heritage Land Trust 	IAC	Grant	N	\$10,000

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SH 3	Develop an education program on slope stability, shoreline armoring, and vegetation management for shoreline landowners	• Ecology	Ecology	General Fund	Y	\$20,000
SH 4	Provide technical assistance to landowners concerning shoreline stewardship/management options	• Pierce County Cooperative Extension	Ecology (Start-up)	General Fund, permit fees	Y	\$60,000 (start-up)
SH 5	Develop marine bluffs element in local landuse critical areas ordinances	• Pierce County • City of Gig Harbor	CZM Grant	Grant	N	\$10,000
SH 6	Develop a procedural handbook, video, and training program for local shoreline planners, real estate transaction professionals, and builders	• Ecology	Ecology	Existing Ecology Programs	Y	\$50,000
SH 7	Develop an enhanced inventory of shoreline conditions	• Pierce County • University of Washington	Centennial Clean Water Fund	Grant	Y	\$50,000
SH 8	Create a computer modeling program for shorelines	• Ecology	CZM, Ecology	Grants	N	a) \$80,000 b) \$400,000 (entire project)
SH 9	Update shoreline master program	• Pierce County	Pierce County, Ecology	General Funds, CZM Grants	N	\$60,000
SH 10	Develop showcase shoreline habitat restoration projects	• Fish and Wildlife	Fish and Wildlife, Parks, IAC	General Funds, Grants	Y	\$100,000
SH 11	Establish separate permit and tracking systems for bulkheads	• Pierce County	Pierce County	General Fund	N	\$10,000
SH 12	Incentives Program Guidebook	• Ecology	Coastal Zone Management Grant	Grant	N	\$30,000
SH 13	Support volunteer shoreline stewardship programs	• Pierce County Environmental Svcs	Ecology, Fish and Wildlife, DNR, Pierce County	Cost Share, Grants	Y	\$30,000

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SW 1	Encourage jurisdictions to incorporate culvert evaluation and replacement projects into annual work plans	<ul style="list-style-type: none"> Pierce County Kitsap County DOT City of Gig Harbor 	WA State Legislature, State Agencies, Kitsap & Pierce Counties, Trout LTD, S Puget Sound Salmon Enhancement Group, Tribes, private interests	Grants, General Fund, donations	Y	\$5,000
SW 2	Identify and advertise mediation services to assist property owners in resolving drainage disputes	<ul style="list-style-type: none"> City of Gig Harbor 	Dispute Resolution Center	Utility Fees	Y	\$10,000
SW 3	Institute an impervious cover management program	<ul style="list-style-type: none"> Pierce County Kitsap County City of Gig Harbor 	Pierce & Kitsap Counties	General Fund	N	\$40,000
SW 4	Develop an exhibit showing the benefits of controlling stormwater	<ul style="list-style-type: none"> Pierce County Environmental Services Division 	Agency funds, Ecology	Grant; Special Allocation	N	\$5,000
SW 5	Establish a stormwater training and testing site in Pierce County	<ul style="list-style-type: none"> Washington State University Cooperative Extension 	Ecology, DOT, Pierce County, AGC, Cities and Towns	Grants; private donations; general funds	N	\$200,000 \$5,000 (annually)
SW 6	Use rapidly developing areas as monitoring sites for stormwater "Best Management Practices" (BMPs)	<ul style="list-style-type: none"> Pierce County City of Gig Harbor 	Gig Harbor, Pierce County	Utility Fees	Y	\$80,000 \$20,000 (annually)
SW 7	Provide assistance to property owners on reducing stormwater flows and implementing BMPs	<ul style="list-style-type: none"> Pierce County Kitsap County City of Gig Harbor 	Pierce & Kitsap Counties, Gig Harbor	Storm water Utility Fees	Y	existing program
SW 8	Present an award or proclamation annually to the business which does the most to implement stormwater "Best Management Practices" (BMP's)	<ul style="list-style-type: none"> Pierce County 	Grants, private contributions, Pierce & Kitsap Counties, City of Gig Harbor	Grants, General funds, contributions	Y	\$5,000
SW 9	Continue to update and coordinate stormwater regulations	<ul style="list-style-type: none"> Pierce County Kitsap County City of Gig Harbor 	Participating agencies	General fund	Y	\$1,500 (in-kind)

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SW 10	Establish a progressive stormwater fee structure	<ul style="list-style-type: none"> • City of Gig Harbor • Pierce County 	Pierce & Kitsap Counties	General fund	N	\$5,000 (per jurisdiction)
SW 11	Preserve vegetation on steep slopes and buffer areas	<ul style="list-style-type: none"> • Pierce County • Kitsap County • City of Gig Harbor 	Pierce & Kitsap Counties	General Fund	Y	\$80,000 (Annually)
SW 12	Identify and protect aquifer recharge	<ul style="list-style-type: none"> • Tacoma-Pierce County Health Dept 	Ecology, Tacoma-Pierce County Health Dept	Grant, General Funds	Y	\$500,000
SW 13	Assess stream and develop habitat improvement projects	<ul style="list-style-type: none"> • Pierce County • Kitsap County • City of Gig Harbor • Fish and Wildlife 	Ecology, Fish & Wildlife, Pierce & Kitsap Counties	Grants, SWM Utility Fees	Y	\$150,000 (per Basin)
SW 14	Replace culvert on Donkey Creek	<ul style="list-style-type: none"> • City of Gig Harbor 	Fish & Wildlife	Grant	N	\$80,000

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City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PATRICIA IOLAVERA, SENIOR PLANNER
SUBJECT: FIRST READING OF AN ORDINANCE REVISING GHMC CHAPTER
17.91 - MIXED USE OVERLAY DISTRICT
DATE: APRIL 16, 2001

INFORMATION/BACKGROUND

Phil Cantor made an application for a zoning text amendment in 1999, requesting that additional uses be included as permitted in chapter 17.91 - Mixed Use Overlay District. The Planning Commission reviewed the application last fall. Mr. Cantor's proposed language was modified to eliminate square footage requirements he had proposed and the Planning Commission recommended adoption of these uses which were viewed to be consistent with the intent of the Mixed Use Overlay District.

POLICY CONSIDERATIONS

These changes are consistent with the intent of the Mixed Use Overlay District, which is "to allow development of an integrated multi-use district which permits a variety of residential types and compatible businesses in close proximity to each other".

FISCAL CONSIDERATIONS

There is no cost to the City involved in these changes.

RECOMMENDATION

This is a first reading of the ordinance and no action is required at this time.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING PERMITTED USES IN THE MIXED USE OVERLAY DISTRICT TO INCLUDE RESTAURANTS AND ASSOCIATED COCKTAIL LOUNGES, COFFEE HOUSES, DELICATESSENS, AND BAKERIES; AND THEREBY AMENDING SECTION 17.91.020 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, during work sessions on July 6, 2000 and October 19, 2000 the Planning Commission considered amendment to section §17.91.020 of the Gig Harbor Municipal Code to include restaurants and associated cocktail lounges, and coffee houses, delicatessens and bakeries as permitted uses; and

WHEREAS, the City's SEPA Responsible Official issued a threshold determination of non significance (DNS) under WAC 197-11 on January 24, 2000; and

WHEREAS, the Planning Commission on October 5, 2000 held a public hearing, and on November 2, 2000 held a second public hearing on the addition of these uses to the Mixed Use Overlay District, and recommended that the City Council approve this Ordinance; and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 17, 2000 pursuant to RCW 36.70A.106; and

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

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

Section 1. Section 17.91.020 of the Gig Harbor Municipal Code, is hereby amended as follows:

17.91.020 Permitted uses.

The following are permitted uses in the mixed use zone:

- A. Residential dwellings, attached/detached.
- B. Retirement communities/complexes.
- C. Professional business offices and services.
- D. Retail sales and service.
- E. Commercial recreation.
- F. Hotels and motels, including restaurants and conference facilities.
- G. Light manufacturing and assembly.
- H. Automobile and boat repair where the repairs are conducted within enclosed buildings or in a location that is not visible from public right-of-way and adjacent properties.
- I. Public facilities.
- J. Churches and related uses on parcels 10 acres or less in area.
- K. Adult family homes and family day care.
- L. Warehousing and storage. (Ord. 747 § 7, 1997).
- M. Restaurants and associated cocktail lounges.
- N. Coffee houses, delicatessens, and bakeries.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor
this ___th day of _____, 2001.

CITY OF GIG HARBOR

By: _____
GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

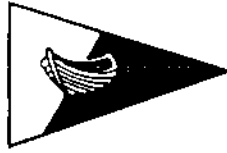
On _____, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING PERMITTED USES IN THE MIXED USE OVERLAY DISTRICT TO INCLUDE RESTAURANTS AND ASSOCIATED COCKTAIL LOUNGES, COFFEE HOUSES, DELICATESSENS, AND BAKERIES; AND THEREBY AMENDING SECTION 17.91.020 OF THE GIG HARBOR MUNICIPAL CODE.

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

APPROVED by the City Council at their meeting of _____, 2001.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR *DRS*
SUBJECT: KIMBALL DRIVE IMPROVEMENT PROJECT, CSP - 9811
- BID BOND FORFEIT OF COLLECTION AND
- RELEASE OF CONSTRUCTION CONTRACT
DATE: APRIL 16, 2001

INTRODUCTION/BACKGROUND

On March 26, 2001, Council awarded the Kimball Drive Improvement Project to the apparent low bidder, Monarch Excavating, Inc. (Monarch). On April 16, 2001, Monarch informed the City that they were financially unable to perform the construction project and requested the City release them from the construction contract. No work has been performed on this contract to date.

ISSUES/FISCAL IMPACT

If awarded, the second low bid received from Looker and Associates, Inc. in the amount of \$490,516.30 will increase the contract amount by \$40,223.20, which still remains under the Engineer's estimate of \$557,861.76.

RECOMMENDATION

Staff and Legal Council recommend the Council move to release Monarch Excavating, Inc. from the requirements of the Kimball Drive Construction Contract (CSP-9811) and forfeit the collection of the bid bond in the amount of \$22,514.66.



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: KIMBALL DRIVE IMPROVEMENT PROJECT, CSP - 9811
- BID AWARD
DATE: APRIL 16, 2001

gfs

INTRODUCTION/BACKGROUND

On March 26, 2001, Council awarded the Kimball Drive Improvement Project to the apparent low bidder, Monarch Excavating, Inc. (Monarch). On April 16, 2001, Monarch informed the City that they were financially unable to perform the construction project and requested the City release them from the construction contract. With the Council's approval to forfeit the collection of the bid bond and subsequent release of the construction contract with Monarch, the City is requesting the award of the original construction contract to the second low bidder, Looker & Associates, Inc., for the amount of \$490,516.30. Urban Arterial Trust Account (UATA) funding participation has been approved by the Transportation Improvement Board (TIB) in the amount of \$327,600.00.

In review, fourteen bid proposals were received as summarized below:

1	MONARCH EXCAVATING, INC.	\$450,293.10	8	OLSON BROTHERS EXCAVATING, INC.	\$535,379.00
2	LOOKER & ASSOCIATES, INC.	\$490,516.30	9	C.A. GOODMAN CONSTRUCTION, INC.	\$544,331.50
3	WILDER CONSTRUCTION	\$500,685.00	10	WOODWORTH & COMPANY, INC.	\$544,492.65
4	HARBORSIDE, INC.	\$500,695.00	11	TUCCI & SONS, INC.	\$555,358.95
5	ARCHER CONSTRUCTION, INC.	\$519,198.00	12	PAPE & SONS, CONSTRUCTION, INC.	\$558,539.00
6	FOX ISLAND CONSTRUCTION, INC.	\$520,476.62	13	HARLOW CONSTRUCTION COMPANY, INC.	\$570,104.25
7	WAGNER DEVELOPMENT, INC.	\$523,353.70	14	ACE PAVING, INC.	\$574,535.21

This project is a public street improvement and the City will not pay State of Washington sales tax for road, storm, and water improvements. Any state sales tax required is included in the unit bid prices.

ISSUES/FISCAL IMPACT

The second low bid remains under the Engineer's estimate of \$557,861.76. This project was identified in the street-operating fund of the 2001 Annual Budget.

RECOMMENDATION

I recommend Council authorize award and execution of the contract for the Kimball Drive Improvement Project (CSP-9811) to Looker & Associates, Inc., as the new lowest responsible bidder, for their bid proposal amount of Four hundred ninety thousand five hundred sixteen dollars and thirty cents (\$490,516.30).



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: PIERCE COUNTY GIG HARBOR PENINSULA COMMUNITY PLAN -
CITIZEN RECOMMENDED CHANGE
DATE: APRIL 23, 2001

INFORMATION/BACKGROUND

As Council will recall, City Staff has been working closely with Pierce County Staff regarding the ongoing community planning effort being led by the County for the Gig Harbor Peninsula Community. In particular, discussions have centered on ensuring consistency between the County's Community Plan and the City's Comprehensive Plan for the Urban Growth Area (UGA).

The City has recently received a letter from Mr. Paul Cyr of Barghausen Consulting Engineers on behalf of Mr. Fredrick Paulson (attached) regarding the Gig Harbor Peninsula Community Plan. Specifically, the request is to change the designation of Moderate Single Family (MSF) to Community Center (CC) on property located within an unincorporated portion of the City's UGA. The corresponding City Comprehensive Plan designation would change from Residential Low (R-1) to Commercial/Business (B-2). The subject property is approximately 11.0 acres in size and is located east of Purdy Drive (302) and west of Goodenough Drive. Presently, the area south of Goodenough Drive is designated as Commercial/Business (B-2) and the area north of Goodenough Drive has been proposed as an Employment Center (ED).

A mix of land uses including single and multi-family residential, commercial (Purdy Top Soil), and public facilities (County road shop and Peninsula Light) exist within this area. Given the proximity to major transportation corridors (Highway 16 and 302) and the mix of incompatible land uses a change in designation is appropriate for this area. However, staff does not believe that it is appropriate to change the designation in such a manner that would create a situation causing the existing residential structures to become non-conforming.

In previous discussions with Pierce County staff, proposals to amend designations within the City's UGA are more likely to receive favorable consideration if supported by the City. This request is time sensitive given that the Pierce County Council Planning and Environment Committee is presently reviewing the Gig Harbor Peninsula Community Plan.

POLICY CONSIDERATIONS

Given the relatively small geographic size of the area, there are no apparent policy implications with regards to the overall density of the City's UGA or the Buildable Lands program.

FISACL IMPACT

If the Comprehensive Plan designation property were to be changed as requested there would be no immediate fiscal impact to the City. Fiscal impacts, if any, would occur at the time of annexation to the City.

RECOMMENDATION

Staff is recommending that the Council move to support Mr. Cyr's request that the Paulson properties as identified on the attached map be designated as Community Center (CC) in the Pierce County Gig Harbor Peninsula Community Plan and considered for designation as Commercial/Business (B-2) in the ongoing City of Gig Harbor Comprehensive Plan Amendment process.

Vodopich, John (Gig Harbor)

From: Paul Cyr [pcyr@barghausen.com]
Sent: Wednesday, April 18, 2001 4:55 PM
To: John Vodopich
Subject: Purdy Property Owned by Fred Paulson; job # 10038

Dear John:

As we discussed yesterday, we are asking you to support a change in zoning for the Gig Harbor Community Plan being adopted by the Pierce County Council by the end of the month. We believe that a change from MSF (Moderate Single Family) to CC (Community Center) is appropriate for the following reasons:

1. The City has supported other zoning changes for this area, both to the North and the South. To the north, by changing the zone to EC (Employment Center) consistent with the County's advisory board land use designation for this area'
2. The City has previously support the change of the Dave Morris property to the south that was rezoned to CC and is noted in the City's UGA comp plan as B-2.
3. The Paulson property consists of 2 parcels which total 11.0 acres. This property is bounded by old 302 Purdy Drive, and Goodenough Drive. The area immediately adjacent to this 11 acres is commercial - Peninsula Light, County Road Shop, Purdy Top Soil and apartments to the South; further south is Dave Morris' property 8 acres.
4. We believe that a City designation of B-2 and a supporting letter to the County Council for a CC Community Center would be appropriate and would better provide a transition to the proposed EC zone across the street.
5. Both the planners and the County and the City agree that this area south and west of Goodenough Drive, which includes the Fred Paulson 11 acres is best designated as a commercial zone since it is not conducive to residential dwelling units. The area is noisy because of the traffic both from HWY 16 and old 302 and the truck traffic from the Purdy Topsoil facility, County Yard and Peninsula Light Company.

I will forward you a copy of this e-mail on letter head by tomorrow. In the meantime, I appreciate what you can do to expedite this request. We are up against a time crunch with the County hearing process. They are looking to the City, since this is your UGA, for a recommended zone.

Thank you for your help.

If you need more info, please call me.

Sincerely,

Paul

Paul Cyr
Senior Planner




















Barghausen Consulting Engineers, Inc.
18215 72nd Ave South
Kent, WA 98032

Phone: (425) 251-6222
Fax: (425) 251-8782

Paulson Properties



Uga Comp Plan Designations

-  B1
-  B2
-  C1
-  R1
-  R2
-  R3
-  RB1
-  RB2
-  WC
-  WM
-  WR
-  P1
-  DB
-  PCD-RLD
-  PCD-BP
-  PCD-C
-  PCD-RMD
-  NB
-  Paulson Properties

0.2 0 0.2 0.4 Miles





City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE *MB*
SUBJECT: MARCH INFORMATION FROM PD
DATE: APRIL 12, 2001

The March activity statistics are attached for your review. We have added the annual report, in addition to the monthly statistics, to our web site.

The Reserves volunteered 114 hours in March. Their duties included patrol, high school security and court transports. We are in the process of reviewing applications for new reserve candidates.

The Marine Services Unit was not active in March. We are in the process of ordering the replacement vessel for the unit.

Bicycle patrols were used on a limited basis in March. The bikes put in 18.5 hours and worked in the Pt. Fosdick business area and also at Gig Harbor High School.



City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

March 2001

	<u>Mar</u> <u>2001</u>	<u>YTD</u> <u>2001</u>	<u>YTD</u> <u>2000</u>	<u>%chg to</u>
CALLS FOR SERVICE	454	1294	1130	+ 14
CRIMINAL TRAFFIC	15	50	63	- 20
TRAFFIC INFRACTIONS	52	162	243	- 33
DUI ARRESTS	8	29	23	+ 26
FELONY ARRESTS	2	7	20	- 65
MISDEMEANOR ARRESTS	23	45	75	- 40
WARRANT ARRESTS	4	11	17	- 35
CASE REPORTS	126	320	352	- 9
REPORTABLE VEHICLE ACCIDENTS	18	57	63	- 9



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: APRIL 17, 2001
SUBJECT: 1st QUARTER FINANCIAL REPORTS

The financial reports for the first quarter of 2001 are attached.

Total resources, including all revenues and beginning cash balances, are at 46% of the annual budget. Revenues, excluding cash balances, are at 15% of the annual budget while expenditures are at 8%.

General Fund revenues (excluding beginning balance) are at 26% of budget. Sales tax receipts for the quarter are slightly ahead of pace at 27%. Property taxes are at 2% of budget. The major property tax distributions are collected in the second and fourth quarters.

General Fund expenditures are at 18% of budget. All General Fund departments are within 25% of budgeted expenditures.

Street Fund revenues and expenditures, excluding fund balances are 30 and 7% of budget. The revenues are well ahead of pace due to a grant reimbursement and receipt of transportation impact fees.

The General Government Capital Assets Fund has a March 31 ending balance of \$45,000. We are planning to issue the Civic Center bonds (7.35MM est.) June 12.

Water and Sewer revenues are at 20 and 22% of budget, while expenditures are at 20 and 14% of budget, respectively.

All funds have adequate cash on hand to meet upcoming obligations.

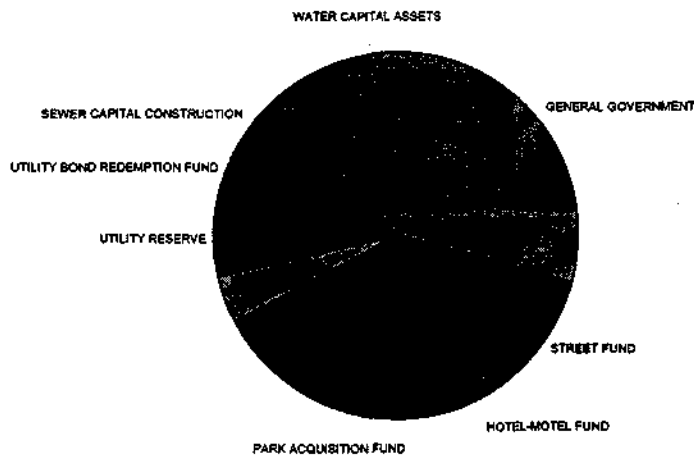
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF MARCH 31, 2001**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 2,022,270	\$ 1,216,927	\$ 923,880	\$ 85,268	\$ 2,400,585
101	STREET FUND	1,108,594	591,290	204,284	(453,286)	1,042,313
105	DRUG INVESTIGATION FUND	12,701	433	52		13,082
107	HOTEL-MOTEL FUND	223,527	33,660	68,295		188,891
109	PARK ACQUISITION FUND	1,856,158	34,579	12,208	(820)	1,877,709
203	'87 GO BONDS - SEWER CONSTR	159,434	2,336		(70)	161,700
208	91 GO BONDS & 97 LTGO BONDS	37,061	634		(101)	37,594
301	GENERAL GOVT CAPITAL ASSETS	145,971	36,503	90,627	(46,505)	45,342
305	GENERAL GOVT CAPITAL IMPRVMENT	197,462	38,790			236,251
307	LID NO. 99-1 FUND					
401	WATER OPERATING	106,273	153,175	180,613	(25,004)	53,830
402	SEWER OPERATING	359,580	226,290	171,621	(67,296)	346,953
407	UTILITY RESERVE	593,674	16,397			610,071
408	UTILITY BOND REDEMPTION FUND	307,852	8,949	40,168	(5,027)	271,605
410	SEWER CAPITAL CONSTRUCTION	356,620	171,988	42,368	(159)	486,081
411	STORM SEWER OPERATING	145,477	86,328	63,791	54,138	222,152
420	WATER CAPITAL ASSETS	564,389	440,002	15,622	(2,563)	986,206
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	23			1,743
631	MUNICIPAL COURT		16,169	10,988	(5,180)	
		\$ 8,198,763	\$ 3,074,470	\$ 1,824,516	\$ (466,605)	\$ 8,982,110

**COMPOSITION OF CASH AND INVESTMENTS
AS OF MARCH 31, 2001**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		1.290%	453,550
RESTRICTED CASH		1.290%	663,594
LOCAL GOVERNMENT INVESTMENT POOL		5.264%	7,364,666
FEDERAL HOME LOAN BANK	12/26/03	5.245%	300,000
FEDERAL HOME LOAN BANK	06/27/03	5.125%	200,000
			\$ 8,982,110

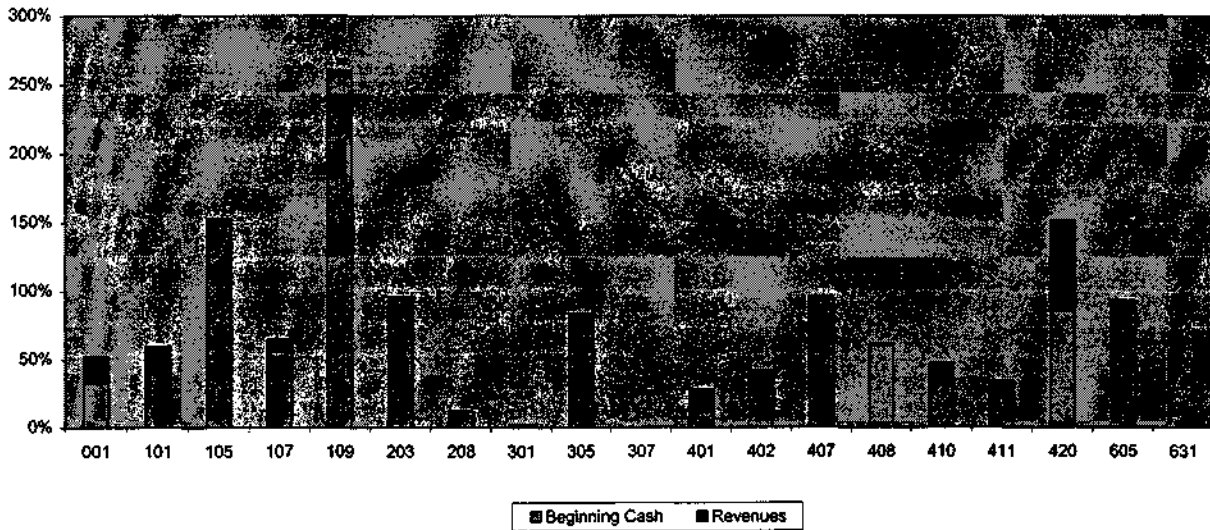
Ending Cash Balances By Fund



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF MARCH 31, 2001**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 6,250,619	\$ 3,239,197	\$ 3,011,422	51.82%
101	STREET FUND	2,863,737	1,699,883	1,163,854	59.36%
105	DRUG INVESTIGATION FUND	8,603	13,134	(4,531)	152.67%
107	HOTEL-MOTEL FUND	399,629	257,187	142,442	64.36%
109	PARK ACQUISITION FUND	725,904	1,890,737	(1,164,833)	260.47%
203	'87 GO BONDS - SEWER CONSTR	169,529	161,770	7,759	95.42%
208	91 GO BONDS & 97 LTGO BONDS	318,364	37,695	280,669	11.84%
301	GENERAL GOVT CAPITAL ASSETS	7,733,914	182,474	7,551,440	2.36%
305	GENERAL GOVT CAPITAL IMPROVEMENT	284,120	236,251	47,869	83.15%
307	LID NO. 99-1 FUND				
401	WATER OPERATING	933,723	259,448	674,275	27.79%
402	SEWER OPERATING	1,410,179	585,870	824,309	41.55%
407	UTILITY RESERVE	634,635	610,071	24,564	96.13%
408	UTILITY BOND REDEMPTION FUND	516,341	316,801	199,540	61.35%
410	SEWER CAPITAL CONSTRUCTION	1,118,306	528,608	589,698	47.27%
411	STORM SEWER OPERATING	685,006	231,805	453,201	33.84%
420	WATER CAPITAL ASSETS	661,892	1,004,391	(342,499)	151.75%
605	LIGHTHOUSE MAINTENANCE TRUST	1,869	1,743	126	93.27%
631	MUNICIPAL COURT		16,169	(16,169)	
		\$ 24,716,370	\$ 11,273,233	\$ 13,443,137	45.61%

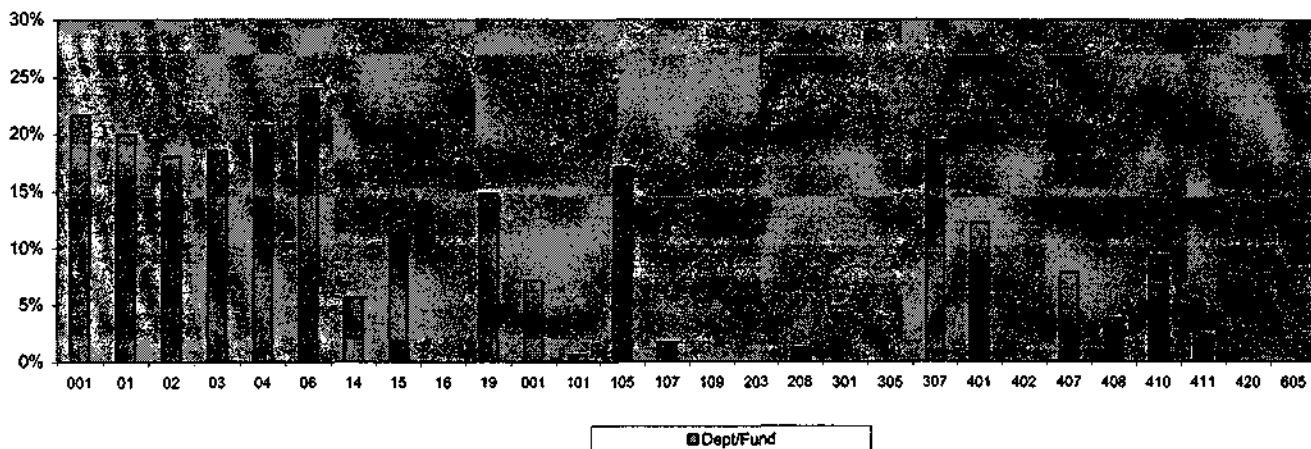
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING MARCH 31, 2001**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 879,700	\$ 190,472	\$ 689,228	21.65%
02	LEGISLATIVE	30,100	6,010	24,090	19.97%
03	MUNICIPAL COURT	290,350	52,397	237,953	18.05%
04	ADMINISTRATIVE/FINANCIAL	738,400	136,781	601,619	18.52%
06	POLICE	1,551,400	320,961	1,230,439	20.69%
14	COMMUNITY DEVELOPMENT	696,900	167,229	529,671	24.00%
15	PARKS AND RECREATION	734,100	41,029	693,071	5.59%
16	BUILDING	80,800	9,000	71,800	11.14%
19	ENDING FUND BALANCE	1,248,869	-	1,248,869	
001	TOTAL GENERAL FUND	6,250,619	923,880	5,326,739	14.78%
101	STREET FUND	2,863,737	204,284	2,659,453	7.13%
105	DRUG INVESTIGATION FUND	8,603	52	8,551	0.60%
107	HOTEL-MOTEL FUND	399,629	68,295	331,334	17.09%
109	PARK ACQUISITION FUND	725,904	12,208	713,696	1.68%
203	'87 GO BONDS - SEWER CONSTR	169,529		169,529	
208	91 GO BONDS & 97 LTGO BONDS	318,364		318,364	
301	GENERAL GOVT CAPITAL ASSETS	7,733,914	90,627	7,643,287	1.17%
305	GENERAL GOVT CAPITAL IMPROVEMENT	284,120		284,120	
307	LID NO. 99-1 FUND				
401	WATER OPERATING	933,723	180,613	753,110	19.34%
402	SEWER OPERATING	1,410,179	171,621	1,238,558	12.17%
407	UTILITY RESERVE	634,635		634,635	
408	UTILITY BOND REDEMPTION FUND	516,341	40,168	476,173	7.78%
410	SEWER CAPITAL CONSTRUCTION	1,118,306	42,368	1,075,938	3.79%
411	STORM SEWER OPERATING	685,006	63,791	621,215	9.31%
420	WATER CAPITAL ASSETS	661,892	15,622	646,270	2.36%
605	LIGHTHOUSE MAINTENANCE TRUST	1,869		1,869	
631	MUNICIPAL COURT		10,988	-10,988	
		\$ 24,716,370	\$ 1,824,516	\$ 22,891,854	7.38%

Expenditures as a Percentage of Annual Budget



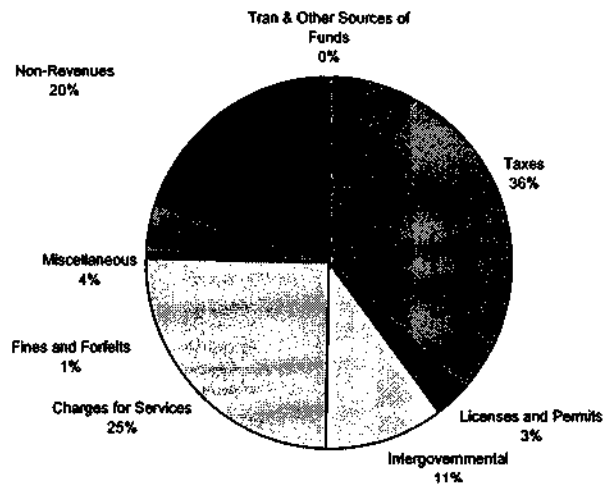
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING MARCH 31, 2001**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 1,126,180
Licenses and Permits	93,974
Intergovernmental	325,939
Charges for Services	765,076
Fines and Forfeits	18,915
Miscellaneous	128,679
Non-Revenues	615,708
Transfers and Other Sources of Funds	
Total Revenues	<u>3,074,470</u>
Beginning Cash Balance	8,198,763
Total Resources	<u>\$ 11,273,233</u>

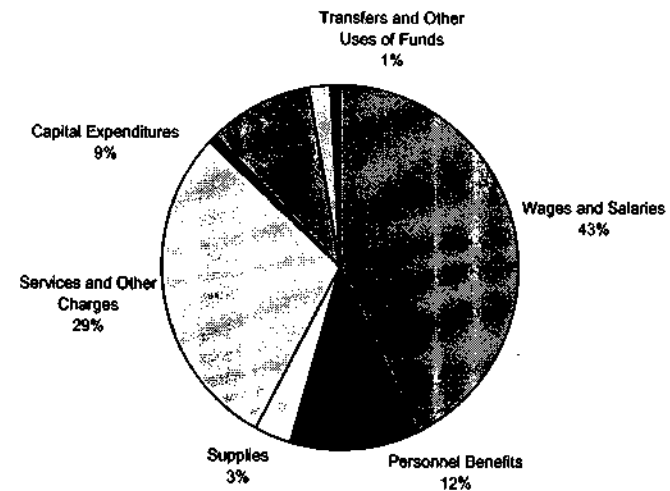
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING MARCH 31, 2001**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 779,652
Personnel Benefits	213,877
Supplies	58,508
Services and Other Charges	533,607
Intergovernmental Services and Charges	17,478
Capital Expenditures	168,206
Principal Portions of Debt Payments	
Interest Expense	40,168
Transfers and Other Uses of Funds	13,020
Total Expenditures	<u>1,824,516</u>
Ending Cash Balance	8,982,110
Total Uses	<u>\$ 10,806,626</u>

Revenues by Type - All Funds



Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2001**

	SPECIAL REVENUE FUNDS									
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	307 LID NO. 99-1	605 LIGHTHOUSE MAINTENANCE	TOTAL SPECIAL REVENUE
CASH	\$ 187,296	\$ 631,582	\$ 759	\$ 10,958	\$ 114,731	\$ 2,630	\$ 13,705	\$ -	\$ 101	\$ 774,467
INVESTMENTS	2,213,288	410,731	12,323	177,934	1,762,979	42,712	222,546	-	1,642	2,630,866
RECEIVABLES	37,073	25,741	-	-	-	-	-	-	-	25,741
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	2,437,658	1,068,054	13,082	188,891	1,877,709	45,342	236,251	-	1,743	3,431,074
LIABILITIES										
CURRENT	167,300	(32,441)	-	-	-	-	-	-	-	(32,441)
LONG TERM	23,863	23,863	-	-	-	-	-	-	-	23,863
TOTAL LIABILITIES	191,163	(8,578)	-	-	-	-	-	-	-	(8,578)
FUND BALANCE:										
BEGINNING OF YEAR	1,953,447	689,627	12,701	223,527	1,855,338	99,466	197,462	-	1,721	3,079,841
Y-T-D REVENUES	1,216,927	591,290	433	33,660	34,579	36,503	38,790	-	23	735,277
Y-T-D EXPENDITURES	(923,880)	(204,284)	(52)	(68,295)	(12,208)	(90,627)	-	-	-	(375,466)
ENDING FUND BALANCE	2,246,494	1,076,633	13,082	188,891	1,877,709	45,342	236,251	-	1,743	3,439,652
TOTAL LIAB. & FUND BAL.	\$ 2,437,658	\$ 1,068,054	\$ 13,082	\$ 188,891	\$ 1,877,709	\$ 45,342	\$ 236,251	\$ -	\$ 1,743	\$ 3,431,074

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2001**

	DEBT SERVICE		
	203 87 GO BONDS SEWER CONST	208 91 GO BONDS SOUNDVIEW DR	TOTAL DEBT SERVICE
CASH	\$ 9,381	\$ 2,181	\$ 11,561
INVESTMENTS	152,320	35,413	187,733
RECEIVABLES	12,871	-	12,871
FIXED ASSETS	-	-	-
OTHER	-	-	-
TOTAL ASSETS	174,571	37,594	212,165
LIABILITIES			
CURRENT	-	-	-
LONG TERM	11,932	-	11,932
TOTAL LIABILITIES	11,932	-	11,932
FUND BALANCE:			
BEGINNING OF YEAR	160,304	36,959	197,263
Y-T-D REVENUES	2,336	634	2,970
Y-T-D EXPENDITURES	-	-	-
ENDING FUND BALANCE	162,640	37,594	200,233
TOTAL LIAB. & FUND BAL.	\$ 174,571	\$ 37,594	\$ 212,165

**CITY OF CIC HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2001**

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
CASH	\$ 3,217	\$ 20,222	\$ 6,385	\$ 15,756	\$ 28,199	\$ 12,887	\$ 57,453	\$ 144,120
INVESTMENTS	50,613	326,732	603,686	255,848	457,883	209,265	928,753	2,832,779
RECEIVABLES	101,533	173,615	9,195	1,465,052	370	54,714	-	1,804,480
FIXED ASSETS	2,011,095	8,707,446	-	-	330,538	679,194	318,599	12,046,872
OTHER	-	-	-	7,443	-	-	-	7,443
TOTAL ASSETS	2,166,459	9,228,014	619,266	1,744,099	816,990	956,061	1,304,805	16,835,694
LIABILITIES								
CURRENT	750	723,333	-	390,834	-	2	9	1,114,929
LONG TERM	36,555	14,594	-	2,012,973	-	13,251	-	2,077,373
TOTAL LIABILITIES	37,305	737,928	-	2,403,806	-	13,254	9	3,192,302
FUND BALANCE:								
BEGINNING OF YEAR	2,156,593	8,435,418	602,869	(628,488)	687,370	920,270	880,415	13,054,447
Y-T-D REVENUES	153,175	226,290	16,397	8,949	171,988	86,328	440,002	1,103,128
Y-T-D EXPENDITURES	(180,613)	(171,621)	-	(40,168)	(42,368)	(63,791)	(15,622)	(514,182)
ENDING FUND BALANCE	2,129,155	8,490,087	619,266	(659,707)	816,990	942,807	1,304,795	13,643,392
TOTAL LIAB. & FUND BAL.	\$ 2,166,459	\$ 9,228,014	\$ 619,266	\$ 1,744,099	\$ 816,990	\$ 956,061	\$ 1,304,805	\$ 16,835,694

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2001**

	ACCOUNT GROUPS				TOTAL
	FIDUCIARY 631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS	
CASH	\$ -	\$ -	\$ -	\$ -	1,117,444
INVESTMENTS	-	-	-	-	7,864,666
RECEIVABLES	-	-	-	-	1,880,165
FIXED ASSETS	-	3,655,026	-	3,655,026	15,701,899
OTHER	-	-	-	-	7,443
TOTAL ASSETS	-	3,655,026	-	3,655,026	26,571,617
LIABILITIES					
CURRENT	-	-	-	-	1,249,788
LONG TERM	-	-	-	-	2,137,031
TOTAL LIABILITIES	-	-	-	-	3,386,819
FUND BALANCE:					
BEGINNING OF YEAR	(5,180)	3,655,026	-	3,655,026	21,934,844
Y-T-D REVENUES	16,169	-	-	-	3,074,470
Y-T-D EXPENDITURES	(10,988)	-	-	-	(1,824,516)
ENDING FUND BALANCE	-	3,655,026	-	3,655,026	23,184,798
TOTAL LIAB. & FUND BAL.	\$ -	\$ 3,655,026	\$ -	\$ 3,655,026	\$ 26,571,617

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF MARCH 31, 2001**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
ASSETS								
CASH	\$ 187,296	\$ 774,467	\$ 11,561	\$ 973,325	\$ 144,120	\$ -	\$ -	\$ 1,117,444
INVESTMENTS	2,213,288	2,630,866	187,733	5,031,887	2,832,779	-	-	7,864,666
RECEIVABLES	37,073	25,741	12,871	75,685	1,804,480	-	-	1,880,165
FIXED ASSETS	-	-	-	-	12,046,872	-	3,655,026	15,701,899
OTHER	-	-	-	-	7,443	-	-	7,443
TOTAL ASSETS	2,437,658	3,431,074	212,165	6,080,896	16,835,694	-	3,655,026	26,571,617
LIABILITIES								
CURRENT	167,300	(32,441)	-	134,859	1,114,929	-	-	1,249,788
LONG TERM	23,863	23,863	11,932	59,658	2,077,373	-	-	2,137,031
TOTAL LIABILITIES	191,163	(8,578)	11,932	194,517	3,192,302	-	-	3,386,819
FUND BALANCE:								
BEGINNING OF YEAR	1,953,447	3,079,841	197,263	5,230,551	13,054,447	(5,180)	3,655,026	21,934,844
Y-T-D REVENUES	1,216,927	735,277	2,970	1,955,174	1,103,128	16,169	-	3,074,470
Y-T-D EXPENDITURES	(923,880)	(375,466)	-	(1,299,346)	(514,182)	(10,988)	-	(1,824,516)
ENDING FUND BALANCE	2,246,494	3,439,652	200,233	5,886,380	13,643,392	-	3,655,026	23,184,798
TOTAL LIAB. & FUND BAL.	\$ 2,437,658	\$ 3,431,074	\$ 212,165	\$ 6,080,896	\$ 16,835,694	\$ -	\$ 3,655,026	\$ 26,571,617



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: PRELIMINARY CENSUS DATA
DATE: APRIL 23, 2001

The Washington State Office of Financial Management (OFM) announced the release of the initial 2000 United States Census figures on March 23, 2001. For informational purposes I have compiled the following population information for the City.

United States Census Total Population by Race Washington, 2000 City of Gig Harbor									
Total Population	Total Population								Hispanic Origin (of any race)
	Single Race							Two or More Races Total	
	Total	White	Black / African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Other Race		
6,465	6,349	6,088	72	41	99	14	35	116	19

Washington State Office of Financial Management had previously estimated the 2000 total population for the City of Gig Harbor to be 6,575 persons.

More detailed information on the 2000 Census results can be found at:
<http://www.ofm.wa.gov/census2000/index.htm>

Towslee, Molly (Gig Harbor)

From: Burtalcott@cs.com
Sent: Thursday, April 12, 2001 3:21 PM
To: towsleem@lesa.net
Subject: Proposl to intensify commercial zoning, Westside

To: Gig Harbor City Council
From: Burt L. Talcott, resident
Date: Thursday, April 12, 2001
Subject: "Concerns" regarding the proposal to allow "intense commercialization rezoning" in "Westside" Gig Harbor

I reside and own property in the "Westside." I was intimately involved with the Westside annexation process for a number of years. I probably talked with more property owners than any other person regarding the annexation. I write this with pleasure but without pride, only to provide credible facts. I believe I know the wishes and rationale for the overwhelming vote in favor of the Westside annexations. Westside property owners and voters wanted to become part of Gig Harbor as it was. We resented the disproportional, uncontrolled development that Pierce county was permitting in our area.

Some Council members will remember that immediately after the annexation was officially approved, a "Westside area subcommittee" (of business and residential property owners) was officially organized by the City and met to review the existing business and commercial zones within the annexed area. The representative resident property interests conceded every rezoning request of the business interests – some so outrageous (for the Stroh neighbors, for example) that they were denied by the Council. All members of the "Westside area sub-committee" believed that those concessions were the outside limits that the City would permit within the Westside annexation area.

Westside business and property owners had long (at least nine years) desired to annex to the city. We must conclude that those desiring annexation wanted to be more like Gig Harbor in all respects. Most of us were "sick and tired" of Pierce County treating us like "country bumpkins"

and our area like a "back woods" redevelopment area, ripe for exploitation.

The county planning department had allowed any exploiter of our upscale social, educational, economic and environmental community to acquire permits to do, or change, almost anything – over the objections of those of us who moved (or stayed) here because we liked and respected the scale, livability, zoning, attractiveness and prosperity of the Peninsula.

Overwhelmingly, most Westside property owners wanted to annex in order to obtain and maintain the characteristics of Gig Harbor rather than those of unregulated, rural Pierce county. Prior to annexation anyone with power, connection or money could obtain permits to avoid or waive the letter and intent of the lax county codes and regulations that were only patently in force. (Fishermans Village, once "Factory Outlets" now "Bridge Pointe,"

Chevron, B-P and Arco gas stations and markets, Walmart, the Corporate Center, clear cutting, signs and billboards facing SR-16 and other degradations of our neighborhoods are only a few of the permits or Hearing Examiner decisions that were approved by the County; others were grandfathered prior to annexation and soon thereafter become sadly apparent.

Westside property owners did not work to annex to Gig Harbor to exploit, abuse or change the City. Some interests seem bent on drastically changing Gig Harbor, now that they have been annexed. We strongly oppose these objectives and tactics.

One concern is that after three major successful democratic community efforts to preserve the scale, ambience and the unique characteristics of the Gig Harbor community, the whole objective and effort could be lost, circumvented or denigrated by granting schemes to modify the zoning and to "intensely" commercialize the Westside. Our concern is that familiar age-old, extra-procedural, in-house, power tactics might be successful again here.

One clear vision that we were led to believe was that the city would

do nothing, or permit nothing, to diminish the livability, attractiveness or prosperity of the city in the annexation areas. We expected a higher level of zoning, police protection, traffic control, road maintenance and surface water drainage than provided by the County. We trust that such reasonable expectation will not be shattered.

Another concern is that building, zoning or sign codes will be modified to differ from the rest of the city on the basis that the Westside is still sort of a step-child rather than a full-fledged adopted citizen of the city – still more like the “county” than the rest of the “city.”

Another concern is that the Westside business district will be converted into a regional, mega-commercial or service district, another strip mall or a preemption of the commercial development planned for north Gig Harbor. And all this without sufficient buffers between the various zones to protect values and livability of adjoining properties; or that the new rezoning and redefinitions of zones will permit signs and billboards facing SR-16, or that traffic will be increased many-fold without adequate streets (in numbers, connections, diversions, widths or signalizations); or that venerable wetlands will be destroyed; all contrary to the majority wishes and legitimate interests of the affected community.

We are concerned that regional and long range traffic considerations may not be considered along with considerations of street widening, speed limits and community traffic diversions through both our business and residential neighborhoods. Developments with the hugely disproportional size, scale and impact of even 1/4th the foot print and bulk of the Fred Meyer (Kroeger) proposal have always required adjacent four lane, signalized streets with adequate diversions and connections to major highways. Safe and adequate

traffic accommodations for such re-zoning are unavailable along Pt. Fosdick Drive and Olympia Drive.

We are concerned that the views and objectives of Westside residents (who were primarily responsible for the annexation -- who carried the burden and expense of the annexation) will be given short shrift in face of the business and commercial property owners' pressures in public debates and private deal makings.

We are concerned that some business interests are wrongly portraying Gig Harbor as anti-business when it is clearly one of the most attractive business magnets in the region. There are dozens of new and expanded businesses and few (except self inflicted) business failures. A few vocal, aggressive, greedy business enterprises that seek to exploit our upscale environment are the principal complainers. The sign code was once used as one vehicle to exploit the blessings of Gig Harbor. No business with a reasonable sign produced any evidence of actual harm. A business with a sign that was "10% sign and 90% light" should not have been able to vitiate a sign code that preserves the scale, attractiveness, livability and prosperity of a unique, precious community. A business building that is hugely disproportionate and out of scale with other businesses in Gig Harbor should also not be permitted to intrude upon our Westside community.

Successful and reputable architects, engineers, community planners and officials have always adhered to one of the first rules of their craft:

"Scale." Anything out of proportion or scale with itself, adjoining buildings or neighborhoods is unacceptable -- in graduate school or pragmatic community application. The city council ought not to violate such a fundamental rule of art, architecture, engineering, neighborhood or community planning. No amount of compromise should be tolerated that does not meet the universal test of "scale" or "proportion."

We are concerned that the successful, well-designed and maintained

business developments on the Westside will be down-graded to the level of another Olympic Village or Wollochet off-ramps, that the long-time prohibition of signs facing SR-16 will be relaxed or gutted or that any semblance of scale or proportionality (in size, floor space, bulk, height, parking space, lighting, traffic), which is necessary to every community, will be shamefully abandoned. This newly proposed intensive commercial rezoning is in stark contradiction to what the petitioners and voters in

favor of the Westside annexation desired, worked patiently and diligently for and voted overwhelmingly for – not too many months ago. We are aghast that our wishes and work would be so suddenly ignored or revoked.

We are concerned that reputable public officials would not adhere to basic ethical principles -- the most basic of which may be “keeping their word.” The “word” about the Westside annexation was that the Westside zoning would remain as agreed. The petitioners’ “word” was that our annexation efforts were to join the City as it was, not to use our inclusion and new status to change or subvert the city. If the proposed zoning changes are allowed, we will be betrayed – an uncomfortable feeling for trusting, cooperative citizens. Business greed and despoliation should not be tolerated as part of a city’s agenda. “Scale” and “Trust” are basic community principles.

We ask, to what avail was the work of the Westside voters, if the Council now directly countermands our efforts and votes? We may as well have remained in the County, which permitted Chevron, B-P, Arco, the Corporate Center, Walmart, the Discount Stores, Bridge Pointe, etc. We wanted to be part of Gig Harbor, with its codes, zones, ambiance, environment, scale and limits on disproportional developments. We wanted the residential, small business, neighborly community that Gig Harbor offered and which the county was destroying. We needed the protections of city government as it was represented to us.