

# **Gig Harbor City Council Meeting**



**November 27, 2000  
7:00 p.m.**

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**  
**November 27, 2000 - 7:00 p.m.**

**CALL TO ORDER:**

**PUBLIC HEARING:** 2001 Proposed Budget Ordinance.

**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 November 13, 2000.
2. Correspondence / Proclamations:
  - a) Court Community Education Program
  - b) Martin Luther King Day
  - c) Survey of I-695 Budget Impacts
  - d) National League of Cities Committee
  - e) Letter regarding the FEIS Appeal
3. Liquor License Application: El Pueblito
4. Approval of Payment of Bills for November 27, 2000:  
Checks #31340 through #31432 in the amount of \$139,368.54. Check # 31431 was voided.

**OLD BUSINESS:**

1. Second Reading of Ordinance - 2001 Proposed Budget.
2. Second Amendment to Pre-Annexation Agreement for Gig Harbor North.
3. Ordinance - Continuation of a Moratorium on Acceptance of Applications for PUDs/PRDs.
4. Interlocal Agreement with PCFPD#5 - Fire Marshal Inspections.

**NEW BUSINESS:**

1. Memorandum of Understanding - Watershed Planning.
2. Notice of Intention to Commence Annexation Proceedings - 62<sup>nd</sup> Street.
3. Street Banner Proposal.

**EXECUTIVE SESSION:** For the purpose of discussing pending and potential litigation per RCW 42.31.110(i). Action may be taken after the session.

**CONSIDERATION OF APPLICANTS FOR VACANT COUNCIL POSITION:**

**EXECUTIVE SESSION:** For the purpose of evaluating candidates for vacant City Council seat per RCW 42.31.110 (h). Action may be taken after the session.

**STAFF REPORTS:**

Planning Department - Pat Iolavera, Associate Planner.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

**ADJOURN:**

DRAFT

GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 13, 2000

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

**CALL TO ORDER:** 7:15 p.m.

**SPECIAL PRESENTATION:** Special Olympics Award.

Gordon Wohlfeil, representative from Washington Special Olympics, gave a brief history of the efforts by law enforcement agencies statewide to support this fund raising effort. He introduced Sergeant Scott Emmett, and presented him with two certificates and a plaque in recognition of his role, as well as Chief Barker and the entire Police Department, in fund-raising efforts throughout the year.

**PUBLIC HEARING:**

1. 2001 Proposed Budget Ordinance. Mayor Wilbert opened the public hearing on this item at 7:19 p.m. David Rodenbach, Finance Director, presented the proposed budget as amended from the Council study sessions. He explained that it reflected a twenty-percent increase over last year, and gave an overview of all funds.

Kae Paterson - 7311 Stinson Ave. Ms. Paterson suggested that Council consider including a playground in the plans for the new Civic Center. She explained that in the past, she has enjoyed taking her Grandchildren to play on the site, but the playground equipment had since been removed. She added that a playground would also benefit parents who have brought older children to the Skatepark.

Myrna Binion - 8304 150<sup>th</sup> NW. Ms. Binion, President of the Peninsula Art League, asked that Council reconsider including the Art League's request for funds for the yearly Art Festival, and explained why she believed the function met the criteria for funding with the Hotel/Motel Tax.

Howard Collins - Quiet Forest Park - 3307 45<sup>th</sup> St. Ct. NW. Mr. Collins explained that there was lighting problem in their neighborhood and asked for the city's assistance. He said that it was very dark at night and neighbors were concerned with vandalism and theft. He said that he had estimated the cost at around \$6,000 and that the neighbors agreed to pay for the electricity to power the lights. It was suggested that he call the Public Works Director for an appointment to discuss this.

Loreen Lund - 13422 83<sup>rd</sup> Ave NW. Ms. Lund, Tourism Specialist for Gig Harbor, spoke in favor of funding the Peninsula Art League Art Festival, as she too was disappointed to learn that this event had not received approval for funding this year. She added that the Chamber of Commerce has declined one of the funded items in the amount of \$20,000, as they found alternate methods to pay for the tourism guide. She asked that Council reconsider funding the \$6000 request for the Art Festival with these funds.

The public hearing on the proposed 2000 Budget was closed at 7:30 p.m.

2. Second Amendment to Pre-Annexation Agreement for Gig Harbor North. Mayor Wilbert opened the public hearing at 7:30 p.m. David Skinner, Public Works Director, explained that this amendment changes the allotment of 20,000 gallons a day of water storage volume for the Gig Harbor North properties, to 50,000 gallons per day.

There were no public comments and the public hearing was closed at 7:32 p.m.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meetings of October 23, 2000.
2. Correspondence / Proclamations:
  - a) Commission on Children, Youth and Families.
  - b) Letter from Kamielle Wood - Sister City Program.
3. Liquor License Application (corrected): The Performance Circle
4. Liquor License Renewals: JT's Original BBQ Harborview Grocery  
Wasabi Japanese Restaurant
5. Approval of Payment of Bills for November 13, 2000:  
Checks #31170 through #31340 in the amount of \$639,630.07. Check #31182 voided.
6. Approval of Payroll for October, 2000:  
Checks # 397 through #449 in the amount of \$171,665.78.

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

**OLD BUSINESS:**

1. Recommendation from the Planning Commission and Staff - PUD/PRD. John Vodopich, Planning Director, explained that at the last Council meeting, staff was directed to come back with re-drafts of the recommendations. He said that two recommendations had come back; one from the Planning Commission, and one from the Planning staff. Patricia Iolavera, Associate Planner, gave an overview of the difference in the two versions and asked for direction on how to proceed keeping in mind the expiration of the moratorium on accepting applications and noticing requirements.

After discussion, Council recommended that staff take the two drafts back to the Planning Commission and to return to Council with one, final version. Carol Morris, Legal Counsel, advised Council to make a motion to extend the moratorium and to set a date for the next public hearing to consider Findings and Facts and Conclusions, and to adopt a continuation of another moratorium. A public hearing date was set for December 11<sup>th</sup> to allow for noticing requirements.

**MOTION:** Move to direct staff to take both drafts to the Planning Commission for further review so that a proposed ordinance on PRDs/PUDs could be presented to Council for public hearing on December 11<sup>th</sup>.  
Ruffo/Picinich -

Councilmember Young voiced his concern that delaying the process would take the approval of the ordinance into January of 2001, past the date that had been approved for passage of the revisions. Councilmembers discussed the timing of approval of the final ordinance.

**RESTATED MOTION:** Move to direct staff to take both drafts to the Planning Commission for further review so that a proposed ordinance on PRDs/PUDs could be presented to Council for public hearing on December 11<sup>th</sup>.  
Ruffo/Picinich - unanimously approved.

**MOTION:** Move to extend the moratorium on acceptance of applications on PUDs and PRDs until December 31<sup>st</sup> to permit Council to consider and take appropriate action.  
Dick/Picinich - unanimously approved.

Marian Berejikian - PNA. Ms. Berejikian passed out a letter of comments and requested that at least one week be given for the public to consider any drafts that may come before the Council. She said that PNA would like to see more specific criteria for PUDs and PRDs to protect both the city and the applicant.

Peter Dale 7404 Elk Creek Lane. Mr. Dale passed out a letter. He suggested that the Planning Commission meeting be open for public comment. He then addressed two elements of the PRD ordinance; one allowing low-impact business, resulting in spot-zoning, and the second, the criteria for open spaces to be contiguous.

Nick Natiello - 5812 Hunt Street. Mr. Natiello also passed out a letter. He said that he would like to see City Codes that are understandable and easy to use. He addressed several issues then said that the town should not be governed by litigation, and that the citizens should not have to fight to protect this area from developers.

Dave Folsom - 3160 Anne Marie Ct. - Mr. Folsom supported the efforts to preserve the environment and beautify the city, but added that the city was going about it the hard way. He talked about the benefit/reward element of PRDs and PUDs and why a developer should be rewarded for doing something that should be done anyway.

Walt Smith - 11302 Burnham Drive. Mr. Smith said that both the Planning Commission and staff have worked diligently to meet the timeline on drafting changes to the PRD/PUD ordinance, and added that he did not think there would be any objection to a minor delay from remanding the drafts back to the Planning Commission, but requested an opportunity for public comment. He then spoke on balance/value added development, saying that this process allows for imagination and creativity.

Dave Morris - 6018 106<sup>th</sup> Ave NW. Mr. Morris said that the business community would be patient with the extension of the moratorium to allow for further review. He then said that the provision for non-contiguous open space would be a good idea and addressed the concerns about spot zoning. He said that the height/footprint recommendation reasonable. He concluded by saying that clarity and specific criteria would satisfy both sides.

2. Recommendation from the Planning Commission - Borgen Property. Patricia Iolavera explained that Staff and the Planning Commission had been asked to address a solution for the Borgen Property and building, adding that it had been a difficult issue due to the sentimental value of the building. She gave an overview of the three professional evaluations that had been done on the building, none of which reported that the building was in good condition. She said that the first report stated that the building was riddled with rot and insects, requiring an estimated a 35 - 50% structural replacement. She continued with the Lions Club cost estimates; one for replacement and one to repair the building. This report concluded that either option may be feasible, but while the new building option may be less risky due to the unknowns of restoration, it would not retain the historical flavor of the property. Ms. Iolavera concluded with the report from the structural engineers stating that the structure was not built to comply with code, was riddled with rot and insects, and had no redeeming value other than sentiment. The report continued to state that the building could be restored with enough funding, taking into consideration such concerns as bringing the building into code compliance and the presence of extensive decay. The report spoke to building a replica of the building utilizing materials from the existing structure, noting that the cost may not warrant either approach due to concerns such as soils conditions beneath the building.

Ms. Iolavera said that after consideration of these reports, the Planning Commission came back with a recommendation to use the property as a green space and to demolish the building, as it would be too expensive to repair. She did a comparison of many of the issues surrounding this project and the risk involved, and gave an overview of the possible uses for the property from the survey taken earlier in the year. She said that a large number of recommendations had to do with restoration of the Donkey Creek habitat, which is another determining issue on whether or not to restore or rebuild on the site due to the Endangered Species Act.

Mayor Wilbert said she had spoken with George Curtis and Charles Austin, who lived in the Gig Harbor area while growing up, and who were both asking that the history be saved. She shared the information that they had given. She continued with other memories of the property and a history of other Austin/Erickson vertical log buildings in the area. She suggested that the logs from the demolished Span Deli could be available for use by the Lions Club in a restoration of the Borgen Building. She said she had spoken to a contractor who restores log structures and who has offered his assistance. She mentioned several groups that said that they would like to utilize a restored building as meeting space, and shared comments from others speaking in favor of restoration of the building.

Shirley Tomasi - 11107 Hallstrom Drive. Ms. Tomasi said that she had served on the Ad Hoc Committee for the Borgen property. She gave an overview of existing community activity centers adding that a year-round facility is needed. She gave an overview of examples of community projects that have been accomplished by partnering with the city and benefiting all. She talked about how a community activity center would benefit the most people adding that the city should not eliminate the building just to save money.

Bruce Parker - 5714 Lagoon Lane. Mr. Parker is an owner of an Austin-Erickson log building built in 1948. He said he knew of the problems with organisms that attack buildings, adding that they can be repaired. He talked about the design of these log buildings. He concluded to say that the Borgen Building is symbolic of the history of that era and said that he could understand the difficulty of the decision. He urged that the history not be lost.

Fred Gazabat - 16023 59<sup>th</sup> St. Ct., Lakebay. Mr. Gazabat spoke in favor of saving the building. He said that he had worked for George Borgen for 15 years, but wanted to keep the building not because of George, but because it is an Austin-Erickson Building. He said that if restoration was a finance consideration, that it could be opened up to outside finance.

Ruthmarie Ryan Sandoval - 2717 Ryan Lane. Ms. Sandoval explained that she was a granddaughter of Ruth and Dr. Ryan, and had moved back to Gig Harbor eight weeks ago. She talked about visiting her grandparents while growing up. She said that Ruth Ryan was Ruth Rose Erickson, and that her Aunt Nellie married an Austin, so she was related to them both. She said she had heard several versions on what was going to occur on the property. She said that she didn't think that the community completely understood that the building might be destroyed. She said that the Lion's Club is interested in undertaking the restoration and it would be funded through private enterprise. She said that in addition to the positive changes in the harbor, that the integrity of the old buildings should be kept and that by destroying this building, the history of Gig Harbor would be destroyed.

Chris Erlich - Historical Society. Ms. Erlich, Executive Director of the Historical Society, said that as Executive Director, it is her opinion that the restoration of the Borgen Building was not vital to the preservation interpretation of the site's history. She said that they are continuing to gather information about this property and surrounding area, and said that the property is historically significant because of its relationship to the Native American settlement and the Burnham Homestead. She said that the Austin Mill, Shaw's Racing Roosters and George Borgen's place are also important parts of the site's history. She said that the letter she distributed summarized the history, dating back 150 years. She said she is hoping that the city will look at the property in its entirety that the city will realize that you can do interpretation of the property without having to save the building. She then addressed the issue of identifying a building as historically significant, which requires specific criteria. She said that there are far better examples of the Austin-Erickson heritage, such as the original business, currently housing the Beach Basket. She said that due to the building extensions over the years, the Borgen Building is the least intact example of vertical log construction.

Linda Gair - 9301 North Harborview Drive. Ms. Gair spoke to several concerns surrounding this property such as the public safety issue, the long and rich history of the property, and the sanctity of the salmon stream. She said that playgrounds or heavy public use is not a suitable use for the stream. She said that if the burden of restoration were placed upon a volunteer organization you would be courting disaster, due to the complexity of the project and the salmon laws that are going to be in effect.

Dave Morris - 6018 106<sup>th</sup> Ave NW. Mr. Morris spoke on behalf of the Morris Foundation, saying that they had submitted a recommendation for the property months ago. He said that based upon the structural report, they didn't feel that the building could be salvaged, but that a new building could be constructed in the same location. He said that their priorities are to take advantage of the commercial viability as a revenue source to the city. He spoke of the close proximity to the Cushman Trail system, which would become a future hub in the city.

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich gave a history of Eric Erickson and added that historically, the building isn't that old. He said that he didn't think you could salvage the building to meet codes and the distance from the creek. He said that he had talked to Pat and John Borgen

and they both said that the building was rotten and should be torn down. He said that if the city wanted to do something to remember George, they should get someone to carve out an image of George waving from the corner.

Nita Barcott - 6374 SE Dandelion, Olalla. Ms. Barcott shared ariel photos of Borgen's Corner she had been asked to take in 1992. She said that she would be willing to continue photographing a restoration project and display them in a memorial. She asked that if parts of the building could be preserved, the Lions Club is willing to take on the project and asked that they be allowed to do so.

Chuck Hunter - 8829 Franklin Ave. Mr. Hunter said that he came to support the Lions Club effort to retain a small portion of the building. He talked about keeping the Gig Harbor atmosphere.

Len McAdams - 4310 Foxglove Drive NW. Mr. McAdams stressed that the Lions Club had not taken a position on this issue, that they had gotten a few people together to do an evaluation and cost estimate. He said that the building could be restored, but at what cost. He said they were aware that there would be some selective demolition to determine the viability of the structure. He said that the decision to restore or demolish the building was up to the city. He said that if the decision were to restore the building, or a portion of it, certain steps would be required. They would have to work with city staff, and they would have to manage the project and endowment fund to utilize the tax-free deduction. He said that there would have to be selective demolition to determine the extent of the damage before they would agree to take it on to determine if the project would be feasible, and that there would have to be the same control by them as was held with the Finholm View Climb.

Mayor Wilbert thanked everyone for coming to speak on this issue. She then called a short break at 9:49 p.m. The meeting resumed at 9:57 p.m.

Mayor Wilbert said that before Council made their decision that she would like to remind them of a second recommendation from her and the Ad Hoc Committee. Councilmember Picinich recommended a geotechnical report before any decisions were made. Councilmember Ekberg thanked everyone for their participation. He continued to say that the property was purchased for park property, and that the input determined that due to the sensitivity of the creek, the park should be a passive park. He said that the city was spending a great deal on a new Civic Center to be used for meeting space. He added that Council had asked the Planning Commission to review this issue; they had studied it extensively, and had come back with a recommendation for a passive park. He made the following motion.

**MOTION:** Move to instruct staff to issue an RFP for engagement of a design team to produce some environmentally sensitive and attainable options for consideration for a fairly passive and "green" use and that the building be demolished.  
Ekberg/Young -

Councilmember Young agreed with Councilmember Ekberg and said he was pleased to hear the information from Chris Erlich about the interest in the Native American presence.



Councilmember Ruffo asked that an amendment be made to the motion to address the historical importance of the property.

**AMENDMENT TO MOTION:** Move to include language to the previous motion to add the word "historically" after environmentally.  
Owel/Ekberg - unanimously approved.

Mayor Wilbert suggested another amendment to the motion to reflect the removal of the add-ons to the building rather than to demolish the entire building. Councilmember Young said that there was a motion on the table to demolish the building. Councilmember Ekberg said that the motion to demolish would stand unless the consultant came back with a report that said that the building was well worth saving, then that could be addressed at that time. Councilmember Young called for the question.

**RESTATED MOTION:** Move to take the Planning Commission's recommendation for staff to issue an RFP for the engagement of a design team to produce some environmentally and historically sensitive and attainable options for consideration of a passive-and green as possible park in light of the Endangered Species Act and the public's stated highest preferences and the existing structure should be demolished.  
Ekberg/Young - unanimously approved.

3. Second Reading of Ordinance - Accepting Donation from Citizens Against Tolls. David Rodenbach presented the second reading of this ordinance accepting a donation from Citizens Against Tolls to assist with funding for the appeal of the FEIS on the Narrows Bridge. Councilmember Owel said that she had reconsidered this donation and as a policy issue, she was uncomfortable with accepting the donation. Councilmembers Young, Ekberg, Ruffo and Dick all agreed with her. The following motion was made.

**MOTION:** Move that we not accept this donation for policy reasons as a non-partisan body.  
Owel/Ruffo - unanimously approved.

4 Second Reading of Ordinance - 2001 Tax Levy Ordinance. David Rodenbach presented this second reading of an ordinance setting the 2001 Tax Levy Ordinance. He said that language had been added to the ordinance as a result of the passage of I-722.

**MOTION:** Move adoption of Ordinance No. 851 with amendment recommended by staff.  
Picinich/Ekberg - five Councilmembers voted in favor. Councilmember Young voted against.

5. Second Reading of Ordinance - Franchise Agreement for Tacoma Power. David Skinner, Public Works Director presented this ordinance. He said that no changes had been made from the first reading at the last meeting. He asked that Council authorize the Mayor to sign the Franchise Agreement with the condition that Tacoma Power provide the city with a mutual exchange of the final executed easements for both the East-West Road and the Burnham waterline project as contemplated, which have to go before Tacoma City Council for approval.

**MOTION:** Move to adopt Ordinance No. 852 and authorize the Mayor to sign the Franchise Ordinance on the express condition that Tacoma Power provides the City with a mutual exchange of the final executed Easements from Tacoma Power for the East-West Road project and the Burnham Waterline project, as contemplated by both the Franchise and the Easements.  
Dick/Ruffo - unanimously approved.

6. Second Reading of Ordinance - Amendments to GHMC Chapter 17.100 Amendments - Site Specific Rezones. John Vodopich presented this second reading of an ordinance regarding area-wide site-specific rezones, bringing the code into conformance with recent Supreme Court decisions.

**MOTION:** Move to adopt Ordinance No. 853 amending Chapter 17.100 to bring the GHMC into compliance with recent Supreme Court decisions regarding site-specific rezones.  
Ruffo/Picinich - unanimously approved.

**NEW BUSINESS:**

1. First Reading of Ordinance - 2001 Proposed Budget. David Rodenbach said that he had nothing further to offer from the presentation during the public hearing and offered to answer questions. After discussion, Council recommended leaving the \$20,000 of Hotel/Motel Tax that was not needed by the Chamber of Commerce in the ending balance, rather than reallocating it to a different use. They then directed staff to allocate money in the budget for a playground at the Civic Center site. This will return at the next reading for a second reading.

2. First Reading of Ordinance - Water Service Application. David Skinner explained that the city was currently at 84% of their water rights, and requested passage of this ordinance at this reading, to prevent a rush of applicants for water service until he could track the amount of water available for future use.

**MOTION:** Move for the adoption of Ordinance No. 854.  
Dick/Picinich - unanimously approved.

3. Burnham Drive Watermain Extension - Easement Agreements: City of Tacoma, Dept. of Public Utilities - Light Division. David Skinner presented this easement agreement, which was part of the Franchise Agreement presented earlier for the East-West Road and the Burnham Waterline Extension.

**MOTION:** Move to authorize the Mayor to sign the Franchise Ordinance on the express condition that Tacoma Power provides the City with a mutual exchange of the final executed Easements from Tacoma Power for the East-West Road project and the Burnham Waterline project, as contemplated by both the Franchise and the Easements.  
Young/Ekberg - unanimously approved.

4. Burnham Drive Watermain Extension - Webster Easement Amendment. David Skinner explained that this is an amendment to an existing easement with Mr. Webster for property

adjacent to the 96<sup>th</sup> right-of-way and part of the city's waterline improvements to allow a request to backfill a portion of the area. He said that this agreement would extend the existing temporary construction easement from 30 feet to 45 feet.

**MOTION:** Move to authorize the Mayor to sign the easement amendment as presented.  
Picinich/Young - unanimously approved.

5. Second Amendment to Pre-Annexation Agreement for Gig Harbor North. David Skinner explained that a public hearing had been held on this amendment, and that there were minor changes to be made to the amendment when it returns at the next meeting.

6. Consultant Services Contract - Shoreline Management Update. John Vodopich presented this contract to update the 1994 Shoreline Master Program and to develop a new Title 20 in the Municipal Code, which would contain the development regulations for shoreline management.

**MOTION:** Move to authorize the Mayor to execute the Consultant Services Contract with Madrona Planning and Development Services Inc., for the purposes of updating and revising the City of Gig Harbor Shoreline Management in an amount not to exceed \$38,082.00.  
Ruffo/Picinich - unanimously approved.

**STAFF REPORTS:**

1. GHPD - October Stats. No verbal report given.

**PUBLIC COMMENT:**

Councilmember Ekberg spoke for Jackie Goodwill, Executive Director for the Chamber of Commerce, to invite the Councilmembers to the upcoming Business After Hours tomorrow evening at the Key Bank on Pt. Fosdick from 5pm to 7 p.m.

**COUNCIL COMMENTS / MAYORS REPORT:**

Mayor Wilbert reported on attending the Change of Command Ceremony at Ft. Lewis this past week to reinstate a new liaison with the City of Gig Harbor.

Councilmember Dick spoke of the efforts of other cities to file a suite against the state for imposing unfunded mandates. Mr. Vodopich said that AWC had issued a notice that the City of Chelan, in conjunction with the City of Olympia, City of Bremerton, and a few other cities were going to file a motion. He said he would bring back a report at a later date.

**ANNOUNCEMENT OF OTHER MEETINGS:** None.

**EXECUTIVE SESSION:** For the purpose of discussing pending litigation per RCW 42.31.110(i).

**MOTION:** Move to adjourn to Executive Session to discuss pending litigation at 10:47 p.m., for approximately thirty minutes.  
Picinich/Ruffo - unanimously approved.

**MOTION:** Move to return to regular session at 11:05 p.m.  
Ruffo/Picinich - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 11:05 p.m.  
Picinich/Ruffo - unanimously approved.

Cassette recorder utilized.  
Tape 592 Side A 327 - end.  
Tape 592 Side B 000 - end.  
Tape 593 Both Sides.  
Tape 594 Both Sides.  
Tape 595 Side A 000 - end.  
Tape 595 Side B 000 - 218.

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Mayor

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City Clerk

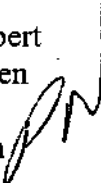


*Gig Harbor Municipal Court*  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-7808

November 17, 2000

MEMORANDUM

TO: Mayor Wilbert  
Mark Hoppen

FM: Paul Nelson 

Re: Court Community Education Program

In cooperation with the Gig Harbor High School our court will be conducting an education diversion program during the month of December. Specifically, the project is a "mock trial" scenario involving each student in one particular government class.

Judge Dunn, Assistant City Prosecutor Eric Ohme, Detective Kelly Busey, and various local attorneys have agreed to volunteer their time. The volunteers will each give a brief lecture as to his/her specific role as a court officer and then act as a consultant advising the students how to conduct a criminal trial.

The students will coordinate along with their instructor Ms. Mary Mead to select amongst themselves: a defendant, prosecutor, defense attorney, judge, witnesses, police officer, and a jury.

The scenario is one that I have written specifically for the school involving local landmarks. The case will revolve around a student being arrested for drinking and driving

I look forward to a tremendous response from the students and from the school

Respectfully.

**Gig Harbor Municipal Court  
Community Education Program  
(2000-2001)**



- \* **Constitutional Speech**
  - Founding fathers play
  - Bill of Rights
  - Forming a new nation
  
- \* **Criminal Justice Format**
  - Court Jurisdictions
  - Supreme Court Justices
  - Rights of the Accused
  - Criminal Procedures
  - Rules of Evidence
  
- \* **Community Supervision**
  - Role of the probation officer
  - Domestic violence advocacy
  
- \* **Judicial Responsibility**
  
- \* **Mock Trial Scenario A (Misdemeanors)**
  - Minor in Possession of Alcohol
  - Theft 3rd.
  - D.U.I.
  - Assault 4th. Domestic Violence
  
- \* **Mock Trial Scenario B (Felony)**
  - Murder
  - Agg. Murder
  - Robbery 1st.
  - Theft 1st.



GARY LOCKE  
Governor

STATE OF WASHINGTON  
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 753-6780 • TTY/TDD (360) 753-6466

November 15, 2000

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

Dear Mayor Wilbert:

On Monday, January 15, 2001, our nation will honor the life and work of Dr. Martin Luther King, Jr. At the heart of Dr. King's philosophy was the concept of service. He stated, "*Life's persistent and most urgent question is, 'What are you doing for others?'*" He believed that a person's worth should not be measured by his or her color, culture, or class, but rather by his or her commitment to creating a better life for all.

I am writing to request your assistance in making January 15 "a day on, not a day off" for the citizens of Washington. In keeping with Dr. King's mission, I will ask state agencies to partner with my office in encouraging staff to celebrate the Dr. Martin Luther King, Jr. holiday as a day of service. I invite you to do the same.

With your help, this can be a day for employees, students, families, and neighbors throughout our state to collaborate on projects that will benefit their communities. Service to others is a bond that unites us and helps us to define a vision we can achieve if people come together to work for the common good. We must practice this ideal and others, such as respect for the environment and active involvement in school and community affairs, so that we may leave a lasting legacy for future generations.

Thank you in advance for your participation. If you would like further information, please contact Ahndrea Blue of my staff at (360) 902-0652. I look forward to making next year's celebration a memorable one.

Sincerely,

Gary Locke  
Governor



November 14, 2000

TO: City Managers and Clerks

FROM: Stan Finkelstein, AWC Executive Director

SUBJECT: **Survey of I-695 Budget Impacts – One year later**

Last year we surveyed cities and towns about specific impacts due to the loss of motor vehicle excise tax (MVET) revenues in response to requests from the Governor's office and members of the Legislature.

At that time, many jurisdictions indicated that they were waiting to see what the legislature and courts might do and that budget reserves, expected last quarter 1999 MVET revenues, and other options meant that the full impact of I-695 would not be felt until 2001.

In addition, one of the main issues in this year's initiatives debates has been whether I-695 actually resulted in layoffs and other impacts to local governments.

While I-695 was recently invalidated by the Washington State Supreme Court, reduced revenues were made permanent when the legislature enacted the \$30 license tab fee after the King County Superior Court decision last year. In addition, your jurisdiction has already received backfill distributions for 2000 and 2001. This funding may have allowed you to reinstate some programs that were cut. It is expected that the legislature will include additional backfill funding of amounts similar to the 2001 annual distribution for 2002 and 2003 in its FY 2001-2003 budget.

The Governor's office and the legislature have asked AWC to provide updated information about impacts one year later. Consequently, AWC is again compiling a comprehensive list of municipal program cuts, staff layoffs, and other actions taken in 2000 due to passage of I-695.

In addition, if your council has adopted your 2001 budget or released its 2001 preliminary budget, please complete the additional survey on 2001 impacts of initiatives I-695 and I-722. If you have not yet adopted your 2001 budget, please indicate the expected actions in the preliminary budget and forward any changes to these predictions as soon as possible after budget adoption.

Forward your survey responses, and any other supporting materials, to AWC by mail or e-mail to [sheila.gall@awc.gen.wa.us](mailto:sheila.gall@awc.gen.wa.us) **by December 15.**

We know resources are even more limited this year, but this information is very important for AWC to be able to counteract a perception by some that I-695 did not affect cities and educate  
Cooperation for Better Communities



I-695 2000 Impact/Response Survey

City \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_

In response to Initiative 695:

1. In addition to those enacted prior to January 1, 2000, did you adopt or raise any taxes, fees, or charges in 2000?  
 If so, what fees, taxes or charges were adopted or raised, and by how much?  
 Please provide both rate and revenue increases.

	Utility Tax	Business tax/fee	Utility Rate	Land Use/ Building Fee	Other Increases
Rate					
2000 revenue					

2. Did you lay-off employees, not fill open or anticipated new positions, or implement a hiring freeze in 2000?  
 If so, how many and which positions were affected?  
 Were you able to rehire any of these positions as a result of the backfill distributions?

	Police/Fire/EMS Employees	Administrative Employees	Parks and Recreation	Public Works Employees	Other Employees (please note dept.)
Layoffs					
Reduced Hours					
Hiring Freeze					
Not Filling Open or New Positions					
No Changes					
Rehired after backfill?					

I-695/722 2001 Impact/Response Survey

Total Impact of I-722 on your city \_\_\_\_\_

Date 2001 Budget Adopted \_\_\_\_\_

In response to Initiatives 695 and 722:

1. Are you planning to adopt or raise any taxes, fees, or charges for 2001?  
 If so, what fees, taxes or charges were adopted or raised, and by how much?  
 Please provide both rate and revenue increases.

	Property Tax	Utility Tax	Business tax/ fee	Utility Rate	Land Use/ Building Fee	Other Increases
Type						
Rate						
2001 revenue						

2. Are you laying off employees, not filling open or anticipated new positions, or implementing a hiring freeze in 2001?  
 If so, how many and which positions will most likely be affected?

	Police/Fire/EMS Employees	Administrative Employees	Parks and Recreation	Public Works Employees	Other Employees (please note dept.)
Layoffs					
Reduced Hours					
Hiring Freeze					
Not Filling Open or New Positions					
No Changes					

3. Are you reducing any programs or department budgets?  
 If so, please specifically describe the reduction (i.e. 50% administrative cuts, eliminated DARE program, etc)?

	Police/Fire/EMS	Administration	Parks and Recreation	Public Works	Other
Type of Reduction					

ASSOCIATION OF WASHINGTON CITIES

November 15, 2000

TO: Mayors and Councilmembers  
FROM: Stan Finkelstein, AWC Executive Director  
SUBJECT: **NLC Policy Committees—2001**

The National League of Cities (NLC) has issued a call for membership on their seven policy committees for the year 2001. Association of Washington Cities (AWC) President Dean Dossett will appoint four members to each policy committee in late December. Elected city officials interested in serving on any of NLC's policy committees should contact DeAnn Hartman at AWC **no later than December 15, 2000**. A list of the 2000 committee members is attached for your information.

NLC's policy committees help to identify priority issues within their subject area, specify a work agenda for NLC's steering committees, and finalize policy recommendations for consideration by the Resolutions Committee and for delegates at the Annual Business Session during the fall Congress of Cities. Policy committees meet twice a year—at the Congressional City Conference (March 9-13, 2001; Washington, D.C.) and at the Congress of Cities (December 4-8, 2001; Atlanta, Georgia). Registration fees for the conferences and any related travel expenses associated with the committees are not reimbursed by NLC or AWC.

#### **NLC's Seven Policy Committees**

**The Community and Economic Development (CED) Committee** is responsible for national urban policy in local economic development, community development and community development block grants, housing and neighborhood development, federal buildings, land use, recreation and parks, and historic preservation.

**The Energy, Environment and Natural Resources (EENR) Committee** is responsible for policy on air quality, water resources, wastewater treatment, energy, waste management, infrastructure, urban esthetics, noise control, and disaster relief.

**The Finance, Administration and Intergovernmental Relations (FAIR) Committee** deals with national economic policy, general financial assistance programs, liability insurance, intergovernmental relations, municipal bonds and capital finance, municipal management, antitrust issues, citizen participation and civil rights, labor relations, and fire policy.

The **Human Development (HD) Committee** deals with employment and job training, social security and unemployment insurance, income support programs, immigration and refugees, health and education, equal opportunity, and social services.

The **Public Safety and Crime Prevention (PSCP) Committee** considers national policies related to issues such as juvenile justice, crime prevention, community policing, sentencing guidelines, and regional uses of public safety resources.

The **Transportation and Communications (TC) Committee** is responsible for policy on public transit, streets and highways, air transportation, railroads and waterways.

The **Information Technology and Communications (ITC) Committee** is responsible for policy on cable television and telecommunications.

Please contact DeAnn Hartman of AWC at (360) 753-4137, SCAN 234-4137, or toll-free 1-800-562-8981 if you would like to be considered for appointment to an NLC policy committee.

SF/DH

Attachment

[G:DH:NLC:00:boston:policyletter]

**Association of Washington Cities  
2000 NLC Policy and Steering Committees**

**STEERING COMMITTEES**

**Finance, Administration, and Intergovernmental Relations**

Mike McKinnon, Councilmember, Lynnwood

**Energy, Environment and Natural Resources (EENR)**

Chuck Mosher, Mayor, Bellevue

**Community and Economic Development**

Larry Halder, Mayor, Richland; Chair

**Human Development**

**Transportation**

Dale Pope, Council President; Everett

**Public Safety and Crime Prevention**

Frank Anderson, Councilmember; Everett  
Pat Jollota, Councilmember; Vancouver

**Information Technology & Communications**

Cheryl Lee, Councilmember, Shoreline

**POLICY COMMITTEES**

**Finance, Administration, and Intergovernmental Relations**

Scott Jepsen, Councilmember; Shoreline  
Connie Marshall, Councilmember; Bellevue  
Mark Foutch, Councilmember, Olympia  
Kathy Gehring, Councilmember; SeaTac

**Energy, Environment and Natural Resources (EENR)**

David Simpson, Councilmember; Everett  
Margaret Pageler, Councilmember; Seattle  
Ned Daniels, Councilmember; Lynnwood

**Community and Economic Development**

Bill Harrison, Mayor; Lakewood  
Tom Moak, Councilmember; Kennewick  
Shirley Thompson; Councilmember; SeaTac  
Richard Conlin, Councilmember; Seattle

**Human Development**

Jeanne Harris, Councilmember; Vancouver  
Robert Ransom, Councilmember; Shoreline  
Thor Bakland, Mayor; College Place  
Ron Gipson, Councilmember; Everett

**Transportation**

Dean Dossett, Mayor; Camas  
Richard McIver, Councilmember; Seattle  
Don Doran, Mayor; Mukilteo  
Bob Kraski, Mayor; Arlington

**Public Safety and Crime Prevention**

Jim White, Councilmember; Edmonds  
Kathy Turner, Councilmember; Puyallup  
Woody Woodruff, Councilmember; Camas

**Information Technology & Communications**

Jim Smith, Councilmember; Lynnwood  
Dan Warnock, Councilmember; Everett  
Jim Haggerton, Councilmember; Tukwila  
Terry Brazil, Mayor Pro Tem; Des Moines

**Donald S. Williams**  
**7812 Olympic View Drive NW**  
**Gig Harbor, Washington 98335**  
**Telephone: (253) 858-2409**  
**FAX: (253) 858-2007**

November 17, 2000

The Honorable Gretchen Wilbert  
Mayor, City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Dear Mayor Wilbert:

**Subject: Gig Harbor's FEIS Appeal Fails To Consider Citizens' Interests**

Please recall that we met before the October 23 City Council meeting to discuss two deficiencies in the City of Gig Harbor's appeal of the Final Environmental Impact Statement (FEIS) for the Tacoma Narrows Project. I then addressed the City Council regarding these two deficiencies. The deficiencies were: (1) The City's lawsuit as filed in Federal District Court on October 2 did not include the three economic issues that were in the draft version discussed by the Council on August 28 and (2) the brief filed in Federal Court failed to ask for "relief" on two of the six complaint issues raised in the lawsuit.

To bring you up to date, on November 3 I visited the Federal District Court Clerk's office in Tacoma and reviewed the status of the City's lawsuit. Your attorney filed an amended complaint on October 25 and corrected the error of not asking for "relief" on two of the complaints but, unfortunately, the three economic issues were not included. Clearly, you and the City Council were aware that the lawsuit was devoid of any economic-related complaints and there was every option available to put these economic issues into the amended complaint. Since this was not done I conclude it was a conscience decision on the part of the City Council and that it would be pointless for me or anyone else to try to change that decision. However, it is most unfortunate that these economic issues were omitted from the City's lawsuit. I believe the people of Gig Harbor were misled into believing that economic relief was being sought in the City's federal appeal of the FEIS when, in fact, the City had no intention to do so from the start.

From my several conversations with you regarding the Tacoma Narrows Project you've consistently emphasized your concern over the tolls, how tolls will impact the community and, specifically, the residents of Gig Harbor. In your letter to the Puget Sound Regional Council<sup>1</sup> you said, "[t]he citizens have made it clear they felt their concerns would be better represented through the appeal process than through informal negotiations." In that letter you described citizen concerns as being "environmental, physical, social and economic impacts to the 45,000

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<sup>1</sup> Letter From Gretchen Swayze Wilbert to Bob Edwards, President, Puget Sound Regional Council; dated September 13, 2000,

The Honorable Gretchen Wilbert  
November 17, 2000  
Page 2

people who reside within the greater Gig Harbor area." Accordingly, it is inconceivable how the economic impacts of this project, which will clearly have the most significant impact on individual citizens and are of their highest concern, were omitted. I believe the citizens of Gig Harbor deserve to be informed of the City's actions.

From the viewpoint of someone who has followed this project for many years, including the environmental studies, and understands the issues underlying the project, I can draw only one conclusion. The City of Gig Harbor turned its back on its citizens and failed to protect their economic interests. Instead, the City focused on its own self-interests.

There is no question that the City deserves to receive whatever it can obtain in the way of mitigations involving the six complaints raised in your lawsuit. What I'm addressing here is that the City turned its back on its own citizens by neglecting its responsibility to protect their economic interests as well as those you referred to as living in the greater Gig Harbor Area.

I don't see any way to correct the City's neglect for its citizens. But I do think it's most important that someone in the Gig Harbor City Government tell the public that their economic interests were left out of the City's lawsuit. Do you agree? Please let me know your position at the earliest possible time.

Sincerely,



Donald S. Williams

L00265



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD  
 License Division - 3000 Pacific, P.O. Box 43075  
 Olympia, WA 98504-3075  
 (360) 664-1600

TO: CITY OF GIG HARBOR  
 RE: NEW APPLICATION

DATE: 11/16/00

UBI: 602-073-059-001-0001

License: 358890 - 2F County: 27  
 Tradename: EL PUEBLITO  
 Loc Addr: 3226 HARBORVIEW DR STE 7  
 GIG HARBOR WA 98332-2182  
 Mail Addr: 6013 130TH ST CT NW  
 GIG HARBOR WA 98332-8605  
 Phone No.: 253) 858-8866 RAMON LOPEZ

APPLICANTS:  
 LOPEZ & LOPEZ, A PARTNERSHIP  
 LOPEZ, OCTAVIO ZAMBRANO  
 1972-10-25 644-05-8371  
 LOPEZ, DELFINA ZAMBRANO  
 1944-12-24 533-73-5560  
 LOPEZ, RAMON  
 1947-08-31 551-94-5791

Privileges Applied For:  
 SPIRITS/BR/WN REST LOUNGE +

As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required you must submit a written request for an extension of up to 20 days. An extension of more than 20 days will be approved only under extraordinary circumstances.

- |  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant ? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? ..... | <input type="checkbox"/> | <input type="checkbox"/> |

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE





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 - 2001 BUDGET ORDINANCE**  
**DATE: NOVEMBER 20, 2000**

### BACKGROUND

The total budget is \$26,416,370, an increase of \$4,411,784 (20%) over the 2000 budget. Total budgeted expenditures consist of budgeted expenditures in the amount of \$22,976,995, a 19% increase over 2000, and budgeted ending fund balance of \$3,439,375, a 29% increase over 2000.

Capital projects expenditures account for 47% (\$12,479,600) of total city expenditures. Some of the projects include construction of the civic center (\$7,300,000), completion of the East/West Road Project (\$500,000), Kimball Drive and Grandview Street Improvements (\$452,000 and \$403,000), installation of a pump on Well 6 (\$150,000), design and installation of a remote monitoring and telemetry system (\$100,000), installation of a new water line along Skansie Avenue and 72<sup>nd</sup> Street (\$285,000), complete construction of Pump Station 3A (\$300,000) and begin the design and permitting of the sewer outfall extension (\$400,000).

Salaries and benefits account for 17% (\$4,466,100) of the city's overall budget. This represents an increase of \$438,220 (11%) over 2000. The increase is largely due to the planned addition of four positions in 2001. The additional positions are an two administrative receptionists and two laborers.

Total ending fund balance for all funds is budgeted at \$3,439,375. \$1,200,000 of this ending balance belongs to the General Fund. A portion of this balance will be applied to the civic center project to facilitate the bond issue.

### POLICY CONSIDERATIONS

The following changes were made to the preliminary budget (see attachments):

- **Administration.** The Economic Development/Parks Specialist position was deleted and a six-year goal to study new staff functions in those areas was added.
- **Parks.** Objectives for Borgen Park improvements (\$100,000) and for Henderson Bay playground equipment (\$20,000) were added.
- **Hotel - Motel.** The Visitor's Guide (\$20,000) was deleted, and administration of the Tourism specialist contract was moved from the Chamber to the City.
- **Water.** An objective to contract for legal services to pursue water rights was added (\$10,000).
- **Sewer.** Descriptions for the *Infiltration/Inflow* and *Treatment Plant Capacity and Improvement* studies were added.

### RECOMMENDATION

Staff recommends adoption of the 2001 budget ordinance.

**CITY OF GIG HARBOR  
ORDINANCE NO.**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG  
HARBOR, WASHINGTON, FOR THE 2001 FISCAL YEAR.**

---

**WHEREAS**, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2001 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 13 and November 27, 2000 at 7:00 p.m., in the Council Chambers in the City Hall for the purpose of making and adopting a budget for 2001 and giving taxpayers an opportunity to be heard on the budget; and

**WHEREAS**, the said city council did meet at the established time and place and did consider the matter of the 2001 proposed budget; and

**WHEREAS**, the 2001 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2001 and being sufficient to meet the various needs of Gig Harbor during 2001.

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

**Section 1.** The budget for the City of Gig Harbor, Washington, for the year 2001 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning cash balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2001 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2001 as set forth below:

**2001 BUDGET APPROPRIATIONS**

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$879,700
02 LEGISLATIVE	30,100
03 MUNICIPAL COURT	290,350
04 ADMINISTRATIVE/FINANCIAL	738,400
06 POLICE	1,551,400
14 PLANNING / BUILDING	696,900
15 PARKS AND RECREATION	734,100
16 BUILDING	80,800
19 ENDING FUND BALANCE	<u>1,248,869</u>
001 TOTAL GENERAL FUND	6,250,619
101 STREET FUND	2,863,737
105 DRUG INVESTIGATION FUND	8,603
107 HOTEL-MOTEL FUND	399,629
109 PROPERTY ACQUISITION FUND	725,904
203 '87 GO BONDS - SEWER CONSTRUCTION	169,529
208 '97 LTGO BONDS	318,364
209 '00 NOTE REDEMPTION	1,200,000
301 GENERAL GOVT. CAPITAL ASSETS	7,733,914
305 GENERAL GOVT. CAPITAL IMPROVEMENT	284,120
307 LID NO. 99-1 PROJECT FUND	500,000
401 WATER OPERATING	933,723
402 SEWER OPERATING	1,410,179
407 UTILITY RESERVE	634,635
408 UTILITY BOND REDEMPTION FUND	516,341
410 SEWER CAPITAL CONSTRUCTION	1,118,306
411 STORM SEWER OPERATING	685,006
420 WATER CAPITAL ASSETS	661,892
605 LIGHTHOUSE MAINTENANCE TRUST	<u>1,869</u>
TOTAL ALL FUNDS	<u>\$26,416,370</u>

Section 3. Attachment "A" is adopted as the 2001 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 2001 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall be in force and take effect five (5) days after its publication according to law.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 27th day of November, 2000.

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

ATTEST:

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

Filed with city clerk:

Passed by the city council:

Date published:

Date effective:

**ATTACHMENT "A"**

**2001 SALARY SCHEDULE**

<b>POSITION</b>	<b>Minimum</b>	<b>Maximum</b>
City Administrator	\$6,053	\$7,566
Public Works Director	5,342	6,678
Chief of Police	5,276	6,595
Finance Director	5,024	6,280
Planning Director	4,945	6,181
Police Lieutenant	4,400	5,500
Assistant Public Works Director	4,190	5,238
Information Systems Manager	4,154	5,192
Project Engineer	3,958	4,948
City Clerk	3,932	4,915
Police Sergeant	3,756	4,695
Public Works Supervisor	3,878	4,848
Sewer Plant Supervisor	3,878	4,848
Senior Planner	3,830	4,787
Fire Marshal/Building Official	3,817	4,771
Associate Engineer	3,717	4,646
Field Supervisor	3,467	4,334
Planning Associate	3,431	4,289
Police Officer	3,266	4,082
Accountant	3,250	4,063
Planning / Building Inspector	3,216	4,020
Construction Inspector	3,212	4,015
Engineering Technician	3,181	3,976
Sewer Plant Operator	3,163	3,954
Court Administrator	3,138	3,923
Maintenance Worker	3,074	3,843
Mechanic	2,862	3,578
Public Works Assistant	2,767	3,459
Planning-Building Assistant	2,649	3,311
Finance Technician	2,610	3,263
Court Clerk	2,493	3,116
Laborer	2,482	3,103
Police Services Specialist	2,377	2,971
Public Works Clerk	2,174	2,718
Administrative Receptionist	\$2,174	\$2,718

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

On    , 2000, the City Council of the City of Gig Harbor, Washington, approved Ordinance No.    , the summary of text of which is as follows:

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR, WASHINGTON, FOR THE 2001 FISCAL YEAR.**

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

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

APPROVED by the City Council at their regular meeting of November, 2000.

BY:

Molly M. Towslee, City Clerk

**2001 - 2006  
NARRATIVE OF GOALS**

**Administration**

1. **Promote local job growth for local residents.** Encourage business growth in commercially zoned areas that will create environmentally sound, well-compensated jobs for local residents. 2001-2006.
2. **Coordinate with the Economic Development Board for Tacoma/Pierce County.** Provide yearly funding for participation with the EDB in order to aggressively and proactively target high-wage businesses that could locate in appropriate city zones. Target businesses would be relatively light users of water and sewer. The funding participation would be \$20,000 per year for a five year period. 2001-2005.
3. **Complete transition to Civic Center site.** Foster an effective operational transition from the downtown City Hall site to the new Civic Center. 2002.
4. **Implement a Parks Department.** Create a Parks Department that organizes city parks programs and that coordinates with parks programs on the Gig Harbor Peninsula and with City of Gig Harbor. 2003.
5. **Improve records management.** Develop improved records system that is more efficient, more accessible and less costly to maintain. This goal will include improving records retention scheduling, upgrading records storage, and modernizing file management. 2001-2002.
6. **Economic Development and Parks Program.** Study new staff functions in economic development and in parks programming. The economic development function would work with local and regional interests to secure high-wage businesses that could locate in appropriate city commercial and light industrial planning areas within the UGA. Such tasks are usually longitudinal in nature with multiple years of case development required to secure desirable businesses. This function would be directly responsible for coordination and management of all tourism-related projects and contracts. The parks function would work to coordinate and manage parks programming for city residents. Responsibilities would focus on the development of parks policy and program, which would include the integration of city interests with area recreation programs, with cultural arts programs and with public art efforts that affect city residents. Staff will explore the feasibility and cost-benefit potentials of these functions in various delivery formats. 2001 - 2003.

**Information Systems**

1. **Maintain City of Gig Harbor network infrastructure & availability.** Continue to segment the network into department structures. Provide a network hub and high-speed connection for each department, routing back to the central hub, which provides the gateway to the Internet, and other LESA/Pierce County resources. Eventually provide individual servers for each department, strategically alleviating disk storage problems due to technological growth. Organize independent information structures (hardware and

10. **Drinking Fountains.** Identify locations and install drinking fountains at various locations along pedestrian pathways and City Parks. \$2,500 - December.
11. **Borgen Park Improvements.** Provide for the demolition of the existing building including any necessary regrading of the site and all associated cleanup. Contract consultant services for the planning and design of park facilities to be located on the Borgen site. The contract would allow for in-depth public involvement and ultimately present options for potential facilities to be constructed in the following year. \$100,000 - June.
12. **City Park Playground Equipment Replacement.** Replace the existing play equipment at the City Park at Crescent Creek with a new certified ADA compliant play equipment. \$20,000 - May.
13. **Henderson Bay Playground Equipment.** Install playground equipment near the Skate Park on the Henderson Bay property. \$20,000 - May.
14. **Resurface the Tennis Courts at City Park.** Resurface the tennis courts at the City Park at Crescent Creek. \$5,000 - May.



2001  
NARRATIVE OF OBJECTIVES

1. **Tacoma-Pierce County Visitor and Convention Bureau - General tourism promotion.** The Tacoma-Pierce County Visitor and Convention Bureau will promote Gig Harbor to tour operators, tour wholesalers, senior group leaders and meeting planners; and advertise Gig Harbor as a tourist destination in various publications; and provide travel writers with information on Gig Harbor for inclusion in travel articles. **\$15,000.**
2. **Gig Harbor Peninsula Chamber of Commerce.** The following tourism promotional projects will be funded:
  - **Advertising in magazines/tourism publications.** This objective continues and enhances the advertising campaign that was started in 2000. The 2000 campaign was very successful in that it generated 2800 requests for additional information on Gig Harbor. This is a phenomenal return on the advertising dollar. Taking this campaign to the next level is a logical move to further develop the tourism program. **\$30,000.**
  - **Summer weekend office staff.** Providing visitor information 7 days a week in the summer is very beneficial to the City's tourism program. It welcomes visitors to our community and provides a valuable service. With this funding, the Chamber office will continue to stay open for summer weekend hours from Memorial Day through Labor Day. **\$2,500.**
  - **Postage.** Postage for mailing tourism promotion information such as press kits and visitor guides. **\$2,500.**
  - **Trade show exhibit.** Using the photographs acquired in 2000, a tradeshow exhibit will be developed. The exhibit will be portable and used at events and activities throughout Gig Harbor to provide information about Gig Harbor as a destination. **\$1,500.**
  - **Membership fees and conferences.** This objective provides funding for the tourism specialist to attend tourism conferences, and belong to tourism-related organizations. **\$1,500.**
  - **Photo library.** This will provide one more professional photo shoot in Gig Harbor as well as the maintenance of the photography library and the expenses of doing electronic scans and other reproduction needs. **\$1,000.**
3. **Gig Harbor Peninsula Historical Society and Museum.** The following tourism promotional projects will be funded:
  - **Streetscape improvements.** Install streetscape improvements along the new museum street frontage. This project will not take place in 2001, therefore, project funding will be reserved until the appropriate time to install these improvements. **\$15,000.**

- **Harbor Lights.** The CAC is hosting "Harbor Lights" with the Bed & Breakfast downtown community to bring a decorative and cultural holiday experience to both Gig Harbor residents and visitors. \$2,000
5. **City of Gig Harbor.** The following tourism promotional projects will be funded:
- **Tourism specialist.** This position serves as the lead for media coordination and as liaison with accommodations and other tourism-related organizations. The position is designed to provide a cohesive tourism voice throughout the community through a comprehensive image development plan. \$24,000.
  - **Public restroom facility.** Based on results from the community on the test location of the restroom facility at the Finholm View Climb, design and construct a new public restroom, including stainless steel fixtures and partitions, infant changing tables (fold down), hot water, and drinking fountain. This project will be funded with Hotel/Motel tax monies. \$30,000 – September. (Accounted for in the Parks Dept. budget)
  - **Street lights.** Purchase and install architectural street lights along the newly constructed section of Point Fosdick Drive and continue the streetlight installations on Rosedale Street and Harborview Drive. \$20,000 – September. (Accounted for in the Street Fund)
  - **Seasonal Banners.** In an effort to display colorful seasonal decorations and personalization of business districts, the City is looking at purchasing banners to be hung from street light fixtures. \$5,000.
  - **Hanging flower baskets.** This program assists with the growing and installation of approximately 81 hanging colorful, fresh flower baskets. A local nursery throughout the downtown business area maintains the baskets. \$4,000.
  - **Brick planters.** The city's ten brick planters are an integral component to the beautification of the downtown business area and the main streets in the City. The planters are planted for Spring, Summer and Fall color and are maintained by a local nursery. \$4,000

8. **Source meter testing.** Testing of source meters in accordance with Comprehensive Water System Plan. \$1,500 - July.
9. **Newsletter.** Mail color newsletter regarding water system performance in accordance with Department of Ecology requirements. \$5,000 - October.
10. **Replace Well No. 3 control panel.** Replace existing control panel with a new control panel that is compatible with the new pump and motor. \$10,000 - November.
11. **Replace pressure control valve at Well No. 4.** Replace existing pressure control valve with a new more reliable and dependable control valve. (534-520-21-0) \$2,000 - November.
12. **Grandview Avenue AC waterline replacement** Replace approximately 800 LF of existing AC waterline with new ductile iron pipe sized accordingly to supply fire flow requirements for the new Civic Center. \$50,000 - November. (Accounted for in Water Capital Assets Fund 420)
13. **Backflow device testing and inventory.** Create an inventory of existing backflow devices throughout the City and conduct testing and repairs of any found defects in the devices. \$20,000 - November.
14. **General Facilities Charge Study.** Prepare a general facility charge study that includes proposed citywide water general facilities charges. \$6,000 - January.
15. **Water Customer Rate Study.** Prepare a rate study to ascertain the appropriate rate adjustment required to maintain the projected level of service throughout the City service area. \$5,000 - January.
16. **Water rights.** Contract for professional legal service with a legal firm experienced in state water rights. Identify in the contract scope the need for immediate application for temporary water rights for well #6 and to continue discussions with the Department of Ecology to convert supplemental to basic water rights. \$10,000 - December.

2001

NARRATIVE OF OBJECTIVES

1. **Pump Station 3A.** Complete the construction of the new Pump Station (PS) 3A. \$500,000 - September. (Accounted for in Sewer Capital Fund 410)
2. **Sewer Outfall Extension Design and Permitting.** Begin the design of the sewer outfall extension and process the permits required for the work. Also coordinate the design with the Federal, State, and Indian Jurisdictions. \$400,000 - January. (Accounted for in Sewer Capital Fund 410)
3. **Pump station maintenance and repair.** Rebuild pumps in various pump stations (\$10,000); replace pumps and associated equipment in PS-6 (\$12,000); repair generators (\$3,000); and other miscellaneous repair and maintenance. \$30,000 - December.
4. **Treatment plant equipment repair and maintenance.** Purchase and install one Variable Frequency Drives (VFD's) (\$6,000), Chlorination System rebuild, 100HP Motor rebuild, replace pipe insulation (\$1,000); purchase and install air conditioning units for the control room and blower building (\$2,500), install vent fan in chlorine room for bisulfite gas (\$1,000); and other miscellaneous improvements and other miscellaneous equipment repair and maintenance. \$19,500 - December.
5. **Operational improvements.** Purchase and install one Variable Frequency Drives (VFD's) for the operating ATAD mixers (\$10,000), purchase and install a VFD for one blower (\$5,000); purchase and install air conditioning units for the control room and blower building (\$2,500), install vent fan in chlorine room for bisulfite gas (\$1,000); and other miscellaneous improvements. \$25,000 - December. (Accounted for in Sewer Capital Fund 410)
6. **Odor control.** Purchase and install odor control equipment and improvements at the WWTP and collection system as sources and solutions are identified. \$20,000 - December. (Accounted for in Sewer Capital Fund 410)
7. **Receiving water quality study/Outfall inspection.** Conduct water quality sampling and testing, and inspect the outfall in accordance with the NPDES permit requirements. \$20,000 - December.
8. **Infiltration/Inflow Study.** Contract consultant services for the investigation and recommendation for the reduction of the City's infiltration and inflow amounts with regard to the City's sewer system. All reductions in the I/I amounts will have a direct correlation to the time until the next plant upgrade will be required. \$60,000 - January. (Accounted for in Sewer Capital Fund 410)
9. **Treatment Plant Capacity and Improvement Study.** Contract consultant services for the modeling and recommended improvement schedule for the City's existing wastewater treatment plant. \$60,000 - January.
10. **General Facilities Charge Study.** Prepare a general facility charge study that includes proposed citywide sewer general facilities charges. \$6,000 - January.



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: SECOND AMENDMENT TO PRE-ANNEXATION AGREEMENT**  
**FOR GIG HARBOR NORTH**  
**- SECOND READING**  
**DATE: NOVEMBER 20, 2000**

#### **INTRODUCTION/BACKGROUND**

On January 24, 2000 Council passed the First Amendment to the Pre-annexation agreement for Gig Harbor North. That amendment described the requirements for Pope Resources, TriMaine Holdings, Inc., formerly known as Logan International, and Tucci & Sons (Owners) to construct water facilities that would increase the City's storage capacity and allow the owners to utilize 25,000 gallons per day of operational water storage from the City's existing 450 zone. The proposed construction of a booster pump near the City's Skansie storage tank will increase the available storage of the tank approximately 300,000 gallons by utilizing dead storage currently unavailable.

The second amendment to the pre-annexation agreement will increase the quantity of water storage the City will provide to TriMaine Holdings, Inc., by an additional 25,000 gallons per day. Since the Owners will be increasing the available storage by 300,000 gallons with the installation of the booster pump, the requested increased total of 50,000 gallons is acceptable.

#### **POLICY CONSIDERATIONS**

TriMaine Holdings will be responsible for building the water transmission facilities in the area including the booster pump and will be assured by this agreement that 50,000 gallons per day of water storage capacity is available prior to construction of the Gig Harbor North water storage facilities as required in the pre-annexation agreement.

#### **RECOMMENDATION**

Staff recommends that Council approve the subject agreement at this second reading of the amendment. Minor text revisions suggested at the first meeting by City Attorney Carol Morris have not been incorporated due to a request from the parties of the agreement not to redistribute the agreement to all the parties for signatures and the time delay associated with that effort. Carol Morris has written a letter of understanding to all the parties clarifying the requested revisions and will add this letter to the permanent project file.

Return Address:

City Clerk  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):

1. **SECOND AMENDMENT TO PREANNEXATION AGREEMENT FOR GIG HARBOR NORTH**
- 2.
- 3.
- 4.

Grantor(s) (Last name first, then first name and initials):

1. **CITY OF GIG HARBOR**
- 2.
- 3.
- 4.

Grantee(s) (Last name first, then first name and initials):

1. **TUCCI & SONS INC.**
2. **TRIMAIN HOLDINGS, INC.**
3. **OLYMPIC PROPERTY GROUP**
4. **ALBERTSON'S, INC.**
5. **TARGET CORPORATION**

Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):

Section 30 Township 22N Range 2E WM

Legal Description is on Exhibit B of Document.

Reference Number(s) (Of documents assigned or released):

**Pre-Annexation Agreement Recording Number: 9704040094**

**First Amendment to Pre-Annexation Agreement Recording No. 200002090450**

Assessor's Property Tax Parcel/Account Number

222304000	222312009	222313043	122361063	122254016	122254059
222311000-001	222312027	222303001	222313006	122254053	122254060
222312000	222312031	222303004	222312001-003	122254054	122265066-70

**SECOND AMENDMENT OF PREANNEXATION AGREEMENT  
FOR GIG HARBOR NORTH**

THIS SECOND AMENDMENT to the Preannexation Agreement is made and entered into this 20<sup>th</sup> day of September, 2000, by and between the City of Gig Harbor, a non-charter, optional municipal code city organized under the laws of the State of Washington; Olympic Property Group, LLC, a Washington limited liability company, a wholly owned subsidiary of and successor-in-interest to Pope Resource, a Delaware limited partnership; Tucci & Sons, Inc., a Washington corporation; and Logan International Corp., a Washington corporation, now known as TriMaine Holdings, Inc., a Washington corporation, Albertson's, Inc., a Delaware corporation, a successor-in-interest to TriMaine Holdings, Inc., and Target Corporation, a Minnesota corporation, a successor-in-interest to TriMaine Holdings, Inc.

WHEREAS, the parties or their predecessors-in-interest entered into the Preannexation Agreement on September 23, 1996, which was recorded under Pierce County Auditor's Number 970404094 and the First Amendment to Preannexation Agreement for Gig Harbor North on January 24, 2000, which was recorded under Pierce County Auditor's Number 200002090450 (collectively, the "Preannexation Agreement");

WHEREAS, Logan agrees to pay a one-time operational water storage commitment payment of two cents (\$0.02) per gallon of storage requested for a total payment of Five Hundred Dollars (\$500.00), and

NOW, THEREFORE, in consideration of the above promises and the mutual covenants and agreements contained herein, as well as other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

**Section 1. Effect of this Second Amendment.** This Second Amendment modifies the Preannexation Agreement only as set forth in Section 2 herein. None of the remaining provisions of the Preannexation Agreement are effected or modified by this Second Amendment, and the Preannexation Agreement shall remain in full force and effect.

**Section 2. Amendment to Sections 3(A)(iv) and (v) of the Preannexation Agreement.** Section 3(A)(iv) of the Preannexation Agreement is amended by deleting all three (3) references to "25,000" and replacing them with references to "50,000." The phrase "facilities described in Exhibit A" as used in Sections 3(A)(iv) and (v) of the Preannexation Agreement shall be deemed to include both (a) the facilities described on Exhibit A to the First Amendment to Preannexation Agreement for Gig Harbor North recorded under Pierce County Auditor's Number 200002090450 and (b) tandem, in-line, 3-Phase, 30HP booster pumps near the City's existing storage facilities near the Purdy Women's Correction Facility. The remainder of Section 3(A)(iv) and (v) shall remain in full force and effect.

Draft Date: 09/19/00

BOISE-111792.3 0040079-00031

Section 3. The Property subject to the Second Amendment is the Logan Property, legally described in Exhibit B, attached hereto and incorporated herein by this reference.

Section 4. This Second Amendment, read together with the Preannexation Agreement (and all exhibits incorporated therein), represents the entire agreements of the parties with respect to the subject matter thereof. There are no other agreements, oral or written, except as expressly set fourth herein.

Section 5. This Second Amendment shall be filed for recording with the Pierce County Auditor's Office, and shall constitute a covenant running with the land described in Exhibit B. The Second Amendment shall be binding on the parties, their heirs, assigns and legal representatives.

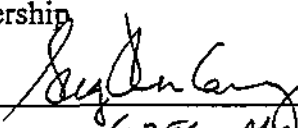
Section 6. If any provision of this Second Amendment is determined to be invalid by a court of competent jurisdiction, the remainder of the Second Amendment of the Preannexation Agreement shall not be affected.

Section 7. This document may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document.

**CITY OF GIG HARBOR,**  
a non-charter, optional municipal code city  
organized under the laws of the State of  
Washington

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

**OLYMPIC PROPERTY GROUP, LLC,**  
a Washington limited liability company, a  
wholly owned subsidiary of and successor-in-  
interest to Pope Resource, a Delaware limited  
partnership

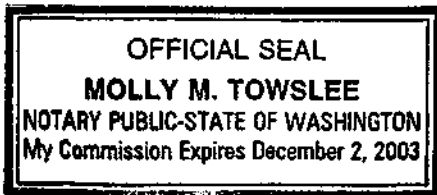
By:   
Its: Greg McCarty  
PRESIDENT  
Dated: SEPT 27, 2000



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Bretchen 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 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/14/00

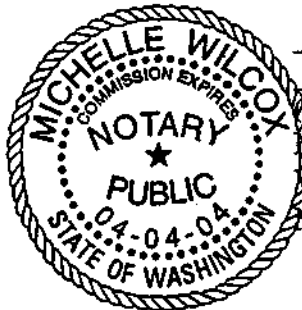


Molly M Towslee  
Molly M. Towslee  
(Print or type name)  
NOTARY PUBLIC in and for the State of  
Washington, residing at: Big Harbor  
My Commission expires: 12/2/03

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITSAP )

I certify that I know or have satisfactory evidence that Greg McCarry 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 is as the President / COO of Olympic Property Group, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 27, 2000



Michelle Wilcox  
Michelle Wilcox  
(Print or type name)  
NOTARY PUBLIC in and or the State of  
Washington, residing at: Port Orchard  
My Commission expires: 4/04/04

Draft Date: 09/19/00

BOISE-111792.3 0040079-00031



TRIMAIN HOLDINGS, INC.  
a Washington corporation

By: Greg B. Elderton

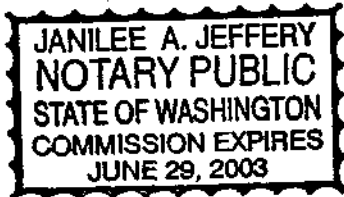
Its: Agent

Dated: 10/11/00

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Greg B. Elderton 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 Agent of TriMaine Holdings, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-11-00



Janilee A. Jeffery  
(Print or type name)  
NOTARY PUBLIC in and or the State of  
Washington, residing at: Auburn WA  
My Commission expires: 6-29-03





EXHIBIT "B"

LEGAL DESCRIPTION FOR  
LOGAN INTERNATIONAL CORP.

GIG HARBOR 12 ACRES

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36,  
TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE  
COUNTY, WASHINGTON.

EXCEPT PRIMARY STATE HIGHWAY NO. 14.

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR  
STATE ROAD NO. 16 MP 8.34 TO MP 18.87 NARROWS BRIDGE TO OLYMPIC DRIVE,  
AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S NO. 2397369.

ALSO EXCEPT GIG HARBOR - LONG BRANCH - PURDY - KITSAP COUNTY ROAD.

ALSO EXCEPT SEHMEL COUNTY ROAD.

IN PIERCE COUNTY, WASHINGTON.

GIG HARBOR 34 ACRES

The following land situated in the State of Washington, County of Pierce and described as  
follows:

PARCEL "A":

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER  
OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE  
MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION HEREOF CONVEYED TO THE CITY OF TACOMA FOR  
POWER TRANSMISSION LINE BY WARRANTY DEED RECORDED AUGUST 13, 1923  
UNDER AUDITOR'S NO. 678953.

PARCEL "B":

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER  
OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE  
MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

Draft Date: 09/19/00

BOISE-111792.3 0040079-00031

EXCEPT THE EAST HALF OF THE EAST HALF THEREOF.

ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST ON THE NORTH LINE THEREOF, A DISTANCE OF 54 FEET; THENCE SOUTH 14 049' EAST ON THE EAST LINE OF THAT CERTAIN PROPERTY CONVEYED TO THE CITY OF TACOMA BY WARRANTY DEED RECORDED JULY 14, 1923 UNDER AUDITOR'S NO. 675775, A DISTANCE OF 679 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE WEST ON SAID SOUTH LINE, A DISTANCE OF 238 FEET TO THE WEST LINE OF SAID SECTION 31; THENCE NORTH ON SAID WEST LINE 666 FEET TO THE POINT OF BEGINNING.

PARCEL "C":

THE EAST HALF OF THE NORTHEAST QUARTER OF GOVERNMENT LOT 1 IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

GIG HARBOR 56.6 ACRES

PARCEL "A":

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, RUN THENCE NORTH ON SECTION LINE 792 FEET; THENCE SOUTH 14049' EAST 819 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE WEST ALONG THE SAME, 209 FEET TO THE POINT OF BEGINNING, CONVEYED TO THE CITY OF TACOMA, BY DEED RECORDED UNDER AUDITOR'S NO. 675729, RECORDS OF PIERCE COUNTY, WASHINGTON.

Draft Date: 09/19/00

BOISE-111792.3 0040079-00031

PARCEL "B":

THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF  
THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

PARCEL "C":

THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF  
THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

Draft Date: 09/19/00

BOISE-111792.3 0040079-00031





*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, ASSOCIATE PLANNER**  
**SUBJECT: FIRST READING ADOPTING FINDINGS AND FACTS FOR**  
**CONTINUING MORATORIUM ON PUDs AND PRDs**  
**DATE: NOVEMBER 22, 2000**

#### **BACKGROUND/INTRODUCTION**

Attached for Council's consideration are the Findings and Facts for the continuation of the moratorium on permit applications under 17.89 Planned Residential Development and 17.90 – Planned Unit Development and of the Gig Harbor Municipal Code to December 31, 2000, in order to allow the City Council to hold a public hearing on the proposed ordinance revisions on December 11<sup>th</sup>.

#### **POLICY ISSUES**

The proposed moratorium will preclude the vesting of applications under chapters 17.89 and 17.90 of the Gig Harbor Municipal Code during the time those chapters are being reviewed.

#### **FISCAL IMPACT**

The proposed amendments would not have any fiscal impact respective to city revenues.

#### **RECOMMENDATION**

This is the first reading of the Findings and Facts. Documents pertinent to Council's review are attached.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, CONTINUING A MORATORIUM UNDER RCW 36.70A.390 ON THE ACCEPTANCE OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENTS UNDER CHAPTER 17.90 GHMC AND PLANNED RESIDENTIAL DEVELOPMENTS UNDER CHAPTER 17.89 GHMC UNTIL DECEMBER 31, 2000, SETTING THE DATE FOR A PUBLIC HEARING ON THE CONTINUATION OF THE MORATORIUM, DEFINING THE DEVELOPMENT APPLICATIONS SUBJECT TO THE MORATORIUM AND AFFIRMING THE EMERGENCY NATURE OF THE MORATORIUM IMPOSED ON MAY 8, 2000.

---

WHEREAS, on May 8, 2000, the City Council passed Ordinance No. 843, adopting an immediate moratorium on the acceptance of certain nonexempt development applications for property in the City; and

WHEREAS, RCW 36.70A.390 requires that the City hold a public hearing on the moratorium within 60 days of its adoption, and that the City Council adopt findings of fact and conclusions to justify the continued imposition of the moratorium; and

WHEREAS, on June 12, 2000, at a regular City Council meeting, the City Council held a public hearing on the moratorium and accepted testimony from all members of the public desiring to be heard; and

WHEREAS, on June 12, 2000, the City Council also deliberated on the issue whether to maintain the moratorium, and voted to continue the moratorium described above; and

WHEREAS, on July 10, 2000, the City Council passed Ordinance No. 846, which adopted findings of fact and conclusions supporting a six-month moratorium, as well as a work plan for the

Planning Commission to follow in the development of amendments to the PUD and PRD chapters;  
and

WHEREAS, Ordinance No. 846 provided that the City Council was required to terminate the moratorium through the passage of another ordinance; and

WHEREAS, on November 13, 2000, the City Council voted to continue the moratorium until December 31, 2000; and

WHEREAS, RCW 36.70A.390 and RCW 35A.63.220 provide that a moratorium may be effective for a period of up to one year if a work plan is developed and that a six month moratorium may be renewed for one or more six month periods if a subsequent public hearing is held and findings of fact are made; and

WHEREAS, the Planning Commission developed a recommendation to the City Council in the form of amendments to the PRD and PUD chapters; and

WHEREAS, the City staff made certain changes to the recommendation to clarify procedure, and on November 13, 2000, the City Council voted to send the recommendations formulated by staff back to the Planning Commission for review;

WHEREAS, on November 16, 2000, the Planning Commission considered the staff recommendations, provided their approval of same and directed staff to send the recommendation to the City Council for a public hearing on December 11, 2000; and

Now, Therefore,

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

Section 1. Definitions. For the purpose of this Ordinance, the following definitions shall apply:

A. **“Exempt Development Permits”** shall include any planned unit development application or planned residential development application which was complete and submitted to the City on the effective date of Ordinance No. 843 or No. 846 or thereafter, or any planned unit development or planned residential development that has already received final approval by the City. In addition, “exempt development permits” include any other land use, subdivision or development approval that is not described as a “non-exempt development permit” in subsection “B” below.

B. **“Non-Exempt Development Permit”** shall include any planned unit development application or planned residential development application which was submitted to the City but was not complete on the effective date of Ordinance No. 843 or No. 846 or thereafter, as well as any planned unit development or planned residential development applications that are submitted to the City after that time.

Section 2. Purpose. The purpose of extending this moratorium until December 31, 2000 is to allow the City adequate time to hold a public hearing(s) to consider the recommendation of the Planning Commission on the Planning Commission’s proposed amendments to chapter 17.89 GHMC for planned residential developments and chapter 17.90 GHMC for planned unit developments. The City Council has scheduled such a public hearing for December 11, 2000. A copy of the recommendations of the Planning Commission were made available to the public on November 22, 2000. The public will have an opportunity to review the recommendations and provide comment before the public hearing on December 11, 2000. An extension of the moratorium

until December 31, 2000 will accommodate this procedure and satisfy the public participation requirements of the Growth Management Act.

The above activities must be performed during a moratorium on the acceptance of non-exempt development permits, so that a property owner cannot vest to existing regulations, which may be substantially changed during this process. The courts have recognized that municipalities may need to adopt immediate moratoria without notice so that developers could not frustrate long-term planning by obtaining vested right to develop their property, thereby rendering new development regulations moot. Matson v. Clark County Board of Commissioners, 79 Wn. App. 641, 904 P.2d 317 (1995).

Section 3. Moratorium Continued and Public Hearing on Moratorium. In light of the above, the City Council hereby continues the moratorium imposed on May 8, 2000, on the acceptance of all non-exempt development permit applications for property within the City, until December 31, 2000. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this moratorium within the next sixty (60) days. The Council shall schedule this hearing for December 11, 2000. Immediately after the public hearing, the Council shall adopt findings of fact on the subject of this moratorium, and either justify its continued imposition or cancel the moratorium.

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

Section 5. Declaration of Emergency. The City Council hereby declares that this Ordinance shall take effect immediately upon passage by a majority vote plus one of the whole membership of

the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without a continuation of the moratorium on the City's acceptance of non-exempt development applications for property, such applications could become vested under regulations subject to imminent change by the City in its development regulation revision process. This Ordinance does not affect any vested rights, nor will it prohibit all development in the City, because those property owners with exempt applications/permit and previously obtained approvals for development may proceed with processing or development, as the case may be.

Section 6. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 7. Effective Date. This Ordinance shall take effect and be in full force immediately upon passage as set forth above.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of \_\_\_\_\_, 2000.

CITY OF GIG HARBOR

\_\_\_\_\_  
GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_  
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 11/21/00  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

**SUMMARY OF ORDINANCE NO. \_\_\_\_**

of the City of Gig Harbor, Washington

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On \_\_\_\_\_, 2000, 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**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, CONTINUING A MORATORIUM UNDER RCW 36.70A.390 ON THE ACCEPTANCE OF APPLICATIONS FOR PLANNED UNIT DEVELOPMENTS UNDER CHAPTER 17.90 GHMC AND PLANNED RESIDENTIAL DEVELOPMENTS UNDER CHAPTER 17.89 GHMC UNTIL DECEMBER 31, 2000, SETTING THE DATE FOR A PUBLIC HEARING ON THE CONTINUATION OF THE MORATORIUM, DEFINING THE DEVELOPMENT APPLICATIONS SUBJECT TO THE MORATORIUM AND AFFIRMING THE EMERGENCY NATURE OF THE MORATORIUM IMPOSED ON MAY 8, 2000.**

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2000.

---

MOLLY TOWSLEE, CITY CLERK





*City of Gig Harbor. The "Maritime City"*

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

**TO:** CITY COUNCIL AND MAYOR WILBERT  
**FROM:** MARK HOPPEN, CITY ADMINISTRATOR *MH*  
**RE:** FIRE MARSHAL INSPECTIONS  
**DATE:** NOVEMBER 22, 2000

**INFORMATION/BACKGROUND:**

The Gig Harbor Annual Budget for 2000 states an objective that the Planning and Building Services Department explore the transfer of the responsibility of Fire Code inspections to PCFD#5. After presentation and discussion, the City Council motioned staff to prepare an interlocal agreement for this purpose. The attached interlocal agreement has been reviewed by critical city and fire district personnel and legal counsels and is ready for City Council review and approval.

**POLICY CONSIDERATIONS:**

The primary premise of this interlocal agreement is that increased frequency of inspections will provide a safer community. The City Fire Marshal recommends that additional inspections be provided. PCFD#5 can provide a well-rounded approach to the inspection and public information process through the hiring of an experienced inspector. PCFD#5 will be the employer and will draft a job description and provide all personnel review and supervision.

As a consequence of this interlocal, both coordinated training of PCFD#5 personnel and additional education services to the business community and property owners will increase the opportunity for fire protection and tend to reduce insurance costs to area businesses.

The inspection process, as described in the interlocal, would involve both the City of Gig Harbor and PCFD#5. After inspections are completed, if corrections have not been achieved through the normal inspection and re-inspection process, then the City of Gig Harbor would be obligated to enforce the correction as determined by the City Fire Marshal and the City Prosecutor.

**FISCAL CONSIDERATIONS:**

The City Fire Marshal estimates that if FM inspection services are provided by PCFD#5 that at least 2½ hours of city Fire Marshal staff time per workday will be conserved. Additionally, clerical staff would conserve 2 hours of city staff time per workday under this scenario. The net total annual value of wages and benefits available for other city uses in this case totals \$29,900. The net cost to the City of Gig Harbor is estimated at \$27,293.

**RECOMMENDATION:**

Staff recommends that the Gig Harbor City Council authorize the Mayor to sign the attached interlocal one-year agreement for PCFD#5 fire inspection services. Prior to the expiration of the agreement, the agreement can be renewed if the parties so desire.

**INTERLOCAL AGREEMENT  
FOR FIRE INSPECTION SERVICES  
BETWEEN THE CITY OF GIG HARBOR  
AND PIERCE COUNTY FIRE DISTRICT NO. 5**

THIS AGREEMENT is made and entered into by and between the City of Gig Harbor, Washington, a Washington municipal corporation (hereinafter the "City"), and Pierce County Fire Protection District No. 5, a Washington municipal corporation (hereinafter the "District").

**WITNESSETH:**

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the City and the District have the authority to contract for the provision of fire inspection services, pursuant to chapter 39.34 RCW and RCW 52.12.031(3); and

WHEREAS, in the District's performance of such Fire Inspection Services, the District is required to use the Uniform Fire Code, as adopted by the City of Gig Harbor (pursuant to RCW 52.12.031(6)) and Gig Harbor Municipal Code Section 15.12.015; and

WHEREAS, both the City and the District have the authority to perform fire inspections, pursuant to UFC Sec. 103.3.1.1; and

WHEREAS, the District acknowledges that nothing in this Interlocal Agreement or Title 52 RCW grants code enforcement authority to the District (see, RCW 52.12.031(6)); and

WHEREAS, the City desires to contract with the District for the provision of fire inspection services within the City, for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the Uniform Fire Code, as adopted by the City, and of any other law or standard affecting fire safety; and

WHEREAS, the District desires to provide such fire inspection services for the consideration described herein;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Purpose. The purpose of this Interlocal Agreement is to describe the terms and conditions under which the parties will cooperate in fire inspection services within the City of Gig Harbor.

Section 2. Services to be Provided by District. The District agrees to provide the following services within the City of Gig Harbor:

**A. Inspections.**

1. **Schedule.** Qualified District personnel will inspect buildings and structures in the City, in accordance with the inspection schedule attached hereto as Exhibit A, **provided** that all buildings except single family, up to fourplex in size with adjacent garage or other accessory structure shall be inspected at least once annually.
2. **Inspection Notices.** The District shall be responsible for issuance of inspection notices to property owners and occupants.
3. **Property Owner's Refusal to Allow Inspection.** The District shall notify the City of any response it receives from a property owner/occupant refusing to permit the necessary inspection. The District shall take no action to attempt an inspection without permission of the City, if it receives any refusal from a property owner/occupant for a building/structure inspection.
4. **Correction Notices.** If the District discovers the presence of any condition which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the Uniform Fire Code, as adopted by the City, or of any other law or standard affecting fire safety, the District shall issue a Correction Notice. Such Correction Notice shall be provided to the property owner in writing within seven (7) days after the inspection. If any condition exists, which in the opinion of the District inspector, warrants immediate action to protect the public health and safety, the Emergency Correction Notice shall be provided to the property owner within 24 hours of the inspection. The District agrees to provide the City with copies of all Correction Notices within five (5) days after the Correction Notice issues to the property owner, and to notify the City Fire Marshal within 24 hours after any inspection warranting an emergency Correction Notice.
5. **Noncompliance with Correction Notice.** In the event that a property owner/occupant does not comply with a Correction Notice or Emergency Correction Notice within thirty (30) days, the District shall notify the City Fire Marshal in writing of such noncompliance, and schedule a re-inspection. If after re-inspection, compliance is still not attained, the District shall notify the City Fire Marshal of such noncompliance. After such notification, the City shall be responsible for taking any further action to enforce the City's codes.

**B. Inspection Fees.** The District shall be responsible for the invoicing and collection of fees from property owners for inspections performed within the City.

Section 3. Quarterly Reports. For the first year of this Interlocal Agreement, the District shall provide the City with a quarterly report and review of services. If the parties agree to extend this Interlocal Agreement after the first year, the parties may consider substituting an annual report. This quarterly report shall include the following information:

- A. Name and position of inspector(s).
- B. Identification of all properties inspected.
- C. Identification of all Correction Notices issued;
- D. Identification of all Emergency Correction Notices issued; and
- E. Amount of all Inspection Fees collected.
- F. Listing of all out-of-pocket expenditures relating to such inspections.

Section 4. Financial Consideration(s). The City has estimated that the provision of the fire inspection services by the District within the City limits will save the City approximately \$29,900 in annual wages and benefits. The District has estimated that the fire inspection services described above will cost the District a total of \$118,586.00 per year. The parties estimate that the inspection fees collected by the District will be approximately \$64,000 per year. Therefore, the City agrees as set forth below to make payment to the District to supplement the revenue generated from fees.

Section 5. Payment. The parties agree that during the term of this agreement, the District shall be entitled to retain all inspection fees it collects. The City agrees to pay one-half the difference between the amount of inspection fees invoiced by the District for inspections actually performed and the District's actual costs of fire inspection services, for the year 2001. The District shall invoice the City for this amount quarterly, and the City shall pay the invoice within 30 days after receipt thereof, unless the City disputes any amount on such invoice. If the City objects to all or any portion of any invoice, it shall so notify the District 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.

Section 6. Term.

A. **Expiration.** This Interlocal Agreement shall expire on December 31, 2001.

B. **Extension of Interlocal Agreement.** Prior to December 31, 2001, the parties will review and analyze the performance, cost effectiveness and efficiency of the District's provision of fire inspection services within the City, and the parties may agree to extend this Interlocal Agreement for one or more years, under the same or different terms and conditions.

C. **Termination.** The parties may terminate this Interlocal Agreement for any reason, by providing the other party six (6) months prior written notice. In the event of termination, the City shall make the payment described in Section 5 for all fire inspection services satisfactorily performed by the District prior to the effective date of termination, as described in a final invoice provided to the City.

Section 7. Relationship of Parties. In contracting for the services described in this Interlocal Agreement, the District and City are deemed for all purposes to be acting within their governmental capacities. (RCW 52.12.031(3).) No agent, employee, representative, officer or official of the District shall be or shall be deemed to be the

employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Agreement.

Section 8. Discrimination. In the hiring of employees for the performance of work under this Interlocal Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, 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.

Section 9. Indemnification. The District 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 or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the District's employees made directly against the District.

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

Section 10. Insurance.

A. The District shall procure and maintain for the duration of this Interlocal Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision of fire inspection services, including the work of the District's employees, agents, officials and officers.

B. Before beginning work under this Interlocal Agreement, the District 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 \$1,000,000, each occurrence limit, and
2. Commercial General Liability insurance no less than \$500,000 per occurrence with a \$500,000 aggregate.

C. The District is responsible for the payment of any deductible or self-insured retention that is required by any of the District's insurance policies.

D. The City of Gig Harbor shall be named as an additional insured on the District'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 described in subsection B of this section. The City reserves the right to receive a certified and complete copy of the District's insurance policies.

E. It is the intent of this Interlocal Agreement for the District'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 with respect to the City. Additionally, the District'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 District shall request from its 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 thirty (30) days in advance of any cancellation, suspension, or material change in the District's coverage.

Section 11. Ownership and Use of Records. Original documents, inspection reports, correction notices, emergency correction notices and other reports developed under this Interlocal Agreement shall belong to and become the property of the District. The City shall have the right to inspect the District's records at all reasonable times, after providing the District with at least five (5) days advance notice. Copies of the documents shall be timely provided to the City as provided in this Interlocal Agreement, or if such documents are not specifically mentioned in this Interlocal Agreement, at the City's cost for such copies. City agrees to provide similar access to existing historical records on all existing occupancies to show previous agreements or violations, and otherwise assist District in performing the inspection services.

Section 12. District's Agreement to Provide Services Consistent with Law. The District agrees to comply with all federal, state and local codes and ordinances that are now effective or become applicable to the performance of the fire inspection services described in this Interlocal Agreement. The District acknowledges that it is required by law to use the Uniform Fire Code, as adopted by the City of Gig Harbor (chapter 15.12 GHMC), pursuant to RCW 52.12.031(6).

Section 13. Inspections Performed at District's Own Risk. The District shall take all precautions necessary and shall be responsible for the safety of its employees, agents, officers and officials in the performance of the work described in this Interlocal Agreement, and shall utilize all protection necessary for that purpose. All inspections shall be performed at the District's own risk.

Section 14. Non-Waiver of Breach. The failure of either party 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.

Section 15. Venue and Attorneys' Fees. Jurisdiction of any litigation brought by either party to enforce the terms of this Interlocal Agreement shall be in Pierce County Superior Court, Pierce County Washington. This Interlocal 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 Interlocal Agreement shall pay the other party's expenses and reasonable attorneys' and expert witness fees.

Section 16. Written Notice. All communications regarding this Interlocal Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified in writing 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 addresses listed on the signature page.

Section 17. Assignment and Modification. Any assignment of this Interlocal Agreement by the District without the written consent of the City shall be void. If the City shall give its consent to any assignment, this section shall continue in full force and effect and no further assignment shall be made without the City's consent. No waiver, alteration or modification of any of the provisions of this Interlocal Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the District.

Section 18. Entire Agreement. The written provisions and terms of this Interlocal Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer, official or employee 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 Interlocal Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Interlocal Agreement and any Exhibits attached hereto.

Section 19. Severability. If any section, sentence, clause or phrase of this Interlocal Agreement 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, sentence, cause or phrase of this Interlocal Agreement.

Section 20. Effective Date. This Interlocal Agreement shall not be effective until signed by the duly authorized representative of the governing body of the parties and all of the following events occur:

- A. Filing of the Interlocal Agreement with the Pierce County Auditor; and
- B. Filing of the Interlocal Agreement with the Gig Harbor City Clerk.
- C. Filing of the Interlocal Agreement with the District Secretary.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the date below written:

**THE CITY OF GIG HARBOR**

**PIERCE COUNTY FIRE  
PROTECTION DISTRICT NO. 5**

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Notice shall be sent to:

The City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
Attn: \_\_\_\_\_

Pierce County Fire Protection  
District No. 5  
10222 Bujacich Rd. NW  
Gig Harbor, WA 98332-8540  
Attn: \_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
District Secretary

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Fire District Attorney



## EXHIBIT "A"

The following is a list and frequency of inspections to be completed by the PCFD#5 Deputy Fire Marshal/Inspector:

<b>Building Occupancy Type:</b>	<b>Frequency:</b>
Churches	Annual
Private Schools	Annual
Daycare	Annual
Gas Stations	Annual
Grocery Stores	Annual
Retirement Homes	Annual
Apartments	Annual
Public Schools	Annual
Paint Stores & Shooting Range	Annual
Restaurants	Annual
Retail Stores	Annual
Offices	Annual
<b>Other Duties:</b>	
Observe School Fire Drills (Daycare, Private & Public)	Annual
Inspect Christmas Trees (Within Assembly & Office Buildings)	Annual
Inspect All New Construction (Attend for PCFD#5 info. gathering only)	Sprinkler & Fire Flow Hydro Tests; Framing & Final Inspections

This list is not an all inclusive list. This list is intended to provide a guide to show the type of inspections. It is not intended to provide an all inclusive list of all of the buildings and structures required to be inspected by the Uniform Fire Code as adopted by the City of Gig Harbor. Section 2. of this agreement states: . . . "all buildings except single family, up to fourplex in size with adjacent garage or other accessory structures shall be inspected at least once annually."



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: MEMORANDUM OF UNDERSTANDING**  
**WATERSHED PLANNING**  
**DATE: NOVEMBER 21, 2000**

*DRS*

#### **INTRODUCTION/BACKGROUND**

In the spring of this year, Kitsap County began to implement a watershed planning process as defined in the Washington Watershed Management Act, RCW 90.82. This provides a process to plan and manage the uses of water within the Water Resource Inventory Area (WRIA 15) of which the City is within.

Kitsap, Mason, and Pierce counties, the City of Bremerton, the Silverdale Water District, and the Port Gamble S'Klallam and Suquamish Tribes initiated the original watershed planning process and have determined that the general scope of the planning should include an instream flow component, a water quality component, and a habitat component.

The original participants have requested to expand the participation in the planning process to include state government, other local governments within the management area, and affected tribal governments in developing a planning process; this new group is known as the "Expanded Initiating Governments."

The purpose of this Memorandum of Understanding agreement is for the new members of the planning body to come to mutual understanding and agreement regarding their role and responsibility in watershed planning under the Washington State Watershed Management Act (RCW 90.82). This agreement covers the roles and responsibilities of the lead agency, the Expanded Initiating Governments and the Planning Unit. Further, this agreement establishes the general scope of planning for the Kitsap WRIA 15 and establishes a general planning process under which the Planning Unit will operate.

#### **FINANCIAL CONSIDERATIONS**

This agreement does not obligate any of the Expanded Initiating Governments to pay any costs for WRIA 15 watershed planning. Any such obligation in the future shall require express written agreement by those obligated.

#### **RECOMMENDATION**

Staff recommends that Council approve the subject Memorandum of Understanding for the Watershed Planning agreement.

**MEMORANDUM OF UNDERSTANDING  
WATERSHED PLANNING  
KITSAP WRIA 15  
November, 2000**

WHEREAS, the Washington Watershed Management Act, RCW 90.82, provides a process to plan and manage the uses of water within the Kitsap Water Resource Inventory Area (WRIA 15); and

WHEREAS, the water resource planning process described in Chapter 90.82 and this Agreement is not intended to formally determine or resolve any legal dispute about water rights under state or federal law or Indian Treaty. Rather, this process is an alternative, designed to cooperatively plan and manage the uses of Washington's water resources; and

WHEREAS, the initiating governments as defined under RCW 90.82.060 are Kitsap, Mason, and Pierce counties, the City of Bremerton, the Silverdale Water District, and the Port Gamble S'Klallam and Suquamish Tribes; and

WHEREAS, the initiating governments as defined by RCW 90.82.060(5) have initiated the watershed planning process in accordance with RCW 90.82.060(2) and have determined that the general scope of planning should include an instream flow component in accordance with RCW 90.82.080, a water quality component in accordance with RCW 90.82.090, and a habitat component in accordance with RCW 90.82.100; and

WHEREAS, the initiating governments recognize that effective watershed planning cannot take place without a broad participation of governmental entities with a water interest within WRIA 15, and therefore seek the full participation of additional local and tribal governments in organizing and conducting this watershed planning process; and

WHEREAS, these expanded initiating governments have been included consistent with RCW 90.82.060, which directs that 'the initiating governments shall work with state government, other local governments within the management area, and affected tribal governments in developing a planning process'.

NOW, THEREFORE, the initiating governments and expanded initiating governments for WRIA 15 agree as follows:

**Preamble:** The purpose of this agreement is for the Expanded Initiating Governments, as defined below, to come to a mutual understanding and agreement regarding their role and responsibility in watershed planning under the Washington State Watershed Management Act (RCW 90.82). This agreement covers the roles and responsibilities of the lead agency, the Expanded Initiating Governments and the Planning Unit. Further, this agreement establishes the general scope of planning for the Kitsap WRIA and establishes a general planning process under which the Planning Unit will operate.

**1.0 Expanded Initiating Governments**

1.1 The parties to this Agreement shall be an expanded group of initiating governments, specifically the counties of Kitsap, Mason, Pierce, and King; the cities of Bainbridge Island, Bremerton, Gig Harbor, Port Orchard, and Poulsbo; the Indian tribes of Port Gamble S'Klallam, Skokomish, Squaxin Island, and Suquamish; and the water purveyors of Annapolis, North Perry, and Silverdale water districts as well as Public Utility District #1 of Kitsap County. The Expanded Initiating Governments will be set at 16 members. As of this agreement, the Expanded Initiating Governments are considered to be equivalent to the Initiating Governments.

1.2 The Expanded Initiating Governments agree to form and maintain a balanced Planning Unit that represents a wide range of water resource interests in WRIA 15. It shall be the individual responsibility of each Expanded Initiating Government to appoint a representative to the Planning Unit. Such a representative will be authorized to make consensus decisions on behalf of the Expanded Initiating Government, though ultimate decision-making is the responsibility of the policy makers. All representatives shall make best attempts to coordinate, as needed, with elected officials and other affected departments in order to ensure to the extent possible that decisions made during the development of the watershed plan represent all interests of the Expanded Initiating Government.

1.3 The Expanded Initiating Governments establish and guide the planning process by providing the Planning Unit with ground rules to be used throughout the planning process. The ground rules may be modified by the Planning Unit.

**2.0 Scope:** The intended scope of the watershed plan is comprehensive, to include water quantity, water quality, instream flows, and habitat. Existing data, studies and plans will be fully utilized in this comprehensive watershed planning process.

The geographic scope of the watershed plan shall be Kitsap WRIA 15. Sub-area investigations and plans may be developed by the Planning Unit, provided that these sub-area plans are ultimately integrated into a unified and consistent overall watershed plan. It is understood, however, that there are not enough resources to fully study all areas of the WRIA, therefore, it is anticipated that the sub-basins within the WRIA will be prioritized and remaining data gaps will be identified. Studies and data that are available may be used as a general guide, where appropriate, for areas that are not investigated.

**3.0 Lead Agency:** Kitsap County will be the lead agency for the purposes of convening the Expanded Initiating Governments, administration of Watershed Planning Grant funds, facilitating meetings of the Planning Unit, and providing and/or contracting services. Project budgets and overall approach, including utilization of consultants, shall be agreed upon by the Expanded Initiating Governments by consensus, before the Planning Unit is formed, and by the Planning Unit after it is formed and operating, as defined within its ground rules. The Lead Agency shall not obligate any parties to financial responsibility in performing its tasks under this Agreement without approval of the respective governmental entities. The Lead Agency will also prepare and maintain proper records for accounting and administration of watershed planning grants.

#### **4.0 Planning Unit**

4.1 The Planning Unit is the committee formed by the Expanded Initiating Governments to define a detailed work plan and scope of work, determine a budget, establish a schedule, hire consultants and/or staff, and to direct all aspects of the Watershed Management Plan. Ultimately the Planning Unit will be responsible for approving the Watershed Management Plan and forwarding the Plan on to the three Counties for public hearings and adoption.

4.2 Members of the Planning Unit formed by the Expanded Initiating Governments shall agree to cooperate with the planning process identified in this Agreement.

4.3 The Planning Unit shall be the policy recommendation committee for the watershed plan as envisioned in RCW 90.82.060. Non-governmental representation in the Planning Unit is encouraged to provide representation of a wide range of water resource interests.

4.4 The Planning Unit may define its mission further and establish additional groundrules for operation consistent with this agreement, including establishing various sub-committees. The Planning Unit shall establish procedures for consensus, voting, recording decisions, and dispute resolution. Sub-committees can also establish their own groundrules for operation consistent with this agreement, provided that such groundrules are approved by the Planning Unit.

4.5 The Planning Unit will consist originally of the following groups and representatives:  
**Counties:** a representative from Kitsap, Mason, Pierce, and King counties, appointed by the respective county;  
**Cities:** a representative from Bainbridge Island, Bremerton, Gig Harbor, Port Orchard, and Poulsbo, appointed by the respective city;  
**Tribes:** a representative from Port Gamble S'Klallam, Skokomish, Squaxin Island, and Suquamish Tribes, appointed by the respective tribe/tribal group;  
**Water Purveyors:** a representative from Silverdale, Annapolis, and North Perry Water Districts, and Public Utility District #1 of Kitsap County, each appointed by the respective Board of Commissioners or water purveyor;  
**State:** The State of Washington shall participate in the Partnership in caucus form through the Department of Ecology (DOE), who shall represent all pertinent State agencies, including the Departments of Health, Natural Resources, Fish & Wildlife, Community Trade & Economic Development, and the Puget Sound Action Team. These other agencies are invited and encouraged to actively participate in this planning effort;

**Other Caucuses** (*tentative list*)

The following major interest caucuses will each have one seat on the Planning Unit:

- ◆ **At Large**
- ◆ **Business**
- ◆ **Environmental**
- ◆ **Fisheries (including sport and shellfish)**
- ◆ **Non-voting Federal Agencies**
- ◆ **Recreational**
- ◆ **Timber/Agriculture**
- ◆ **Water Purveyors**

4.6 The Planning Unit can agree to add a caucus or representative through the consensus process.

**5.0 Decision process**

5.1 Each duly appointed representative of a unit of local government or tribe will have one vote. State and non-governmental organizations will each have one vote as a caucus, except the water purveyors not listed above who will form one caucus with two representatives. Representatives of federal agencies shall not be entitled to a vote.

5.2 The Planning Unit will strive to make decisions by consensus of all members of the Planning Unit. For the purposes of this process, consensus shall mean concurrence, with no one member of the Planning Unit refusing to support the implementation of the decision. If the full Planning Unit is unable to reach a consensus decision on an issue, an affirmative decision shall be made by the consensus of governmental participants on the Planning Unit and a majority vote of all non-governmental participants present. This method of approval will be called "voting consensus."

5.3 Where applicable, decisions should be based upon best available science. Best available science is defined by the scientific community and agreed upon by the Planning Unit.

5.4 Sub-area investigations and plans may be developed by the Planning Unit. Any sub-area plan must be compatible with the overall watershed plan and policy recommendations.

5.5 Nothing contained herein or developed during the planning process shall prejudice the legal claims of any participants.

5.6 Government participants may and are encouraged to provide specific written approval of all watershed plan elements that create an obligation on the government entity. Obligation means any required action that imposes a fiscal impact, a redeployment of resources or a change of existing policy. It is expected that all governmental entities will provide written approval of the final Watershed Plan.

5.7 Substantive decisions will be made by the Planning Unit at least one week after the issue is brought to the Unit for a decision, to allow time to communicate within caucuses. If a caucus does not support a proposed action, it is encouraged to state why, in writing, for the record.

## **6.0 Funding:**

6.1 This agreement does not obligate the Expanded Initiating Governments to pay any costs for WRIA 15 watershed planning. Any such obligation in the future shall require express written agreement by those obligated.

6.2 Kitsap County shall be the lead agency for the management of grant funds and the application for additional funds. Annual budgets and allocations of watershed planning grant funds shall be approved by the Planning Unit. Grant funds may be used for staff support, technical staff and/or consulting services, and may include preparation of technical reports for review by the Planning Unit and committee(s).

6.3 Participation in watershed planning committees by officials and staff shall be regarded as contributed time and not eligible for grant reimbursement, unless expressly approved by the Planning Unit.

## **7.0 General Watershed Management Planning Act Conditions**

7.1 Watershed Plan (the Plan) provisions cannot conflict with existing statutes or tribal treaty rights.

7.2 Existing water rights (claims, permits, and certificates) cannot be impaired or diminished.

7.3 The Plan cannot require modifications in the operations of a federal reclamation project with water rights pre-dating the law, and cannot alter the quantity of water available to such a project.

7.4 The Plan cannot affect or interfere with an ongoing general adjudication of water rights.

7.5 The Plan cannot modify or require the modification of a waste discharge permit.

7.6 The Plan cannot modify or require modification of wild salmonid recovery activities developed under the Salmon Recovery Act (but may contain recommendations for changes).

7.7 The Plan cannot modify or require modification of habitat enhancement activities that are a) part of an approved habitat conservation plan, incidental take permit, incidental take statement; or other cooperative or conservation agreement involving a State or federal agency; or b) part of a water quality program adopted by an irrigation district under chapter 87.03 RCW or a board of joint control under chapter 87.80 RCW.

7.8 The Plan cannot change existing local ordinances or existing state rules or permits (but may contain recommendations for changes).

7.9 The Plan must take into account forest practices rules under RCW 76.09 and cannot create obligations or restrictions on forest practices additional to or inconsistent with the forest practices act and its implementing rules.

7.10 Nothing contained herein or developed during the planning process shall prejudice the legal claims of any participants.

### **8.0 Tribal Conditions for Participation**

The attached Squaxin Island and Skokomish Tribes Statement of Conditions for participating in watershed planning under ESHB 2514 are acknowledged by all the parties of this agreement. These conditions outline those Tribes' conditions for joining this planning effort, but they are not binding on the other parties to this agreement or the Planning Unit. To be clear, the Port Gamble S'Klallam and Suquamish Tribes are not part of these Statement of Conditions.

**9.0 Duration:** This agreement will be in effect for the duration of the watershed planning period, which shall last no longer than four years from the effective date of receipt of Phase 2 funding unless extended by agreement of the Expanded Initiating Governments.

### **10.0 Modifications:**

10.1 This agreement may be modified or amended only by a subsequent written document, signed by all the Expanded Initiating Governments, expressly stating the parties' intention to amend the agreement. No amendment or alteration of this agreement shall arise by implication, course of conduct or change of state law until expressly addressed by the Planning Unit.

10.2 Notwithstanding the above, any governmental entity shall have the right to withdraw from the planning process at any time. All parties agree that if an entity withdraws, it shall not be deemed to be a party to any plan or agreement produced pursuant to RCW 90.82 and shall not be bound thereby.

**11.0 Agreement:** The water resource planning process described in this Agreement is intended to result in the cooperative management of WRIA 15, water resources. The parties agree that participation in the WRIA 15 watershed planning process shall not abrogate any parties' authority or the reserved or other rights of any participating agency, except where an obligation has been accepted in writing.

**12.0 Notice:** Any notice for or concerning this agreement shall be in writing and shall be deemed given when sent to the address below:

Lead Agency - Kitsap County  
Natural Resources  
614 Division Street MS-436  
Port Orchard, WA 98366

**13.0 Authorization to Sign:** The parties hereto each represent and warrant that all necessary signatures and consents to enter this agreement and to assume and perform the obligations hereunder have been duly and properly obtained.

This Memorandum of Agreement has been executed this \_\_\_\_\_ day of \_\_\_\_\_, on one or more originals, by the parties below.

\_\_\_\_\_  
Kitsap County

\_\_\_\_\_  
Mason County

\_\_\_\_\_  
Pierce County Executive

\_\_\_\_\_  
City of Bainbridge Island

\_\_\_\_\_  
City of Bremerton

\_\_\_\_\_  
City of Gig Harbor

\_\_\_\_\_  
City of Port Orchard

\_\_\_\_\_  
City of Poulsbo

\_\_\_\_\_  
Annapolis Water District

\_\_\_\_\_  
Kitsap PUD #1

\_\_\_\_\_  
North Perry Water District

\_\_\_\_\_  
Silverdale Water District

\_\_\_\_\_  
Port Gamble S'Klallam Indian Tribe

\_\_\_\_\_  
Skokomish Indian Tribe

\_\_\_\_\_  
Squaxin Island Indian Tribe

\_\_\_\_\_  
Suquamish Indian Tribe



*Attachment to Memorandum of Understanding  
Kitsap WRIA 15 Watershed Planning*

**Squaxin Island and Skokomish Tribes  
Statement of Conditions for Participating in Watershed Planning  
as part of the Watershed Management Planning Act**

8.1 The water resource planning process described in this agreement is not intended to formally determine or resolve any legal dispute about water rights under state or federal law or Indian Treaty. Rather, this process is an alternative, voluntarily developed, designed to cooperatively plan and manage the uses of Washington's water resource.

8.2 The Tribes will not define or identify a specific quantity of water that constitutes the Tribes' treaty or legal water rights. The Tribes reserve their treaty right to any and all waters required to produce a harvestable number of fish sufficient to meet ceremonial, subsistence, and commercial needs in order to carry out its treaty fishing right reserved under the Treaty of Medicine Creek. Further, the Tribes reserve their judicial, statutory, and equitable rights to any and all waters to meet the changing needs of its tribal members in fulfilling the purposes of the Reservation.

8.3 The Tribes will not agree to any plan elements that seek to define, alter, or otherwise affect the Tribes' treaty or legal water rights.

8.4 There will be no planning involving on-reservation water rights.

8.5 Effective watershed planning cannot take place without the full participation, as an Initiating Government, of all Tribes with a legal interest or history of fish habitat management activities in the affected watershed. To achieve this, the Initiating Government will invite such Tribes to participate as Initiating Governments in determining the scope of planning, composition of the Planning Unit, and all other authorities of such governments.

8.6 The Tribes will not agree to re-negotiation of instream or base flows that have been set by rule or agreement in the watershed, except to the degree that modifications are necessary to meet the requirements of the fish resource and the reserved rights of the Tribe. Further, the Tribes will not agree to re-negotiation of closures to further appropriation by Department of Ecology rule or determination in any stream reaches in the watershed.

8.7 Assessment of instream flow, for purposes of the state or Tribes, will be conducted jointly by the Department of Ecology with the affected Tribes, and in cooperation with the Department of Fish and Wildlife.

8.8 Tribal claims to instream flows include at a minimum: minimum flows necessary to provide optimum habitat conditions for salmon. This includes those waters of sufficient quantity and quality to meet the needs of all the Tribes' fisheries and to fully support the five elements of anadromous fish habitats set out in the Joint Biological Statement in *United States v. Washington*:

- 1) access to and from the sea;
- 2) an adequate supply of good quality water;
- 3) a sufficient amount of suitable gravel for spawning and egg incubation;
- 4) an ample supply of food; and
- 5) sufficient shelter.

8.9 All discussions must use best available scientific data and methodologies and such science must be commonly accepted by the scientific community and agreed upon by the affected Tribes. Utilization of consultants must also be agreed upon between the affected Tribes and the appropriate state agencies.

8.10 The parties recognize that final agreement is more likely if the parties can freely discuss alternatives and hypotheticals without prejudice to positions they may take in legal proceedings. Therefore, no discussion, plan, proposal, agreement, offer of compromise, proposed agreement, concession, statement, data, material or document, whether oral, written or in electronic or other format, made by or on behalf of the affected Tribe in furtherance of the planning process envisioned by this agreement shall be admissible in any legal or administrative proceeding, regardless of whether the Tribe is a party to that proceeding.

8.11 The Tribes reserve any and all rights and defenses that they may have with respect to their treaty reserved, judicial, statutory, or equitable water rights pertaining to any other participant in the process, including any such participants' claim to or allocation of water in the watershed.

8.12 No negotiations seeking to define, alter, diminish, or otherwise affect the treaty reserved or legal water rights of the Tribes may be adopted without the express approval of the Tribal Government and its General Membership.

8.13 The parties agree the consensus decision-making process defined under this agreement will remain in force not withstanding any future legislation.

8.14 There shall be no consensus under Section 9(1)(a) of ESHB 2514 without the express agreement from the Tribes in writing.

8.15 The Tribes shall have the right to withdraw from the planning process at any time. All parties agree that, if the Tribes withdraws, it shall not be considered a party to any plan or agreement produced pursuant to ESHB 2514 and shall not be bound thereby.

8.16 No amendment or alteration of this agreement shall arise by implication, course of conduct, or change of state law. This agreement may be altered only by a subsequent written document, signed by the parties, expressly stating the parties' intention to amend the agreement.

8.17 Nothing herein shall be a waiver of Tribal sovereign immunity for any litigation including but not limited to any general stream adjudication.

8.18 The parties recognize that ESHB 2514 provides that the planning process shall not contain provisions which conflict with Tribal treaty rights or which impose an obligation on any participating Tribal government. They therefore agree that Tribal participation in this process shall not constitute an admission or agreement by the participating Tribes that any estimates of Tribal treaty rights are binding on it, unless the affected Tribe expressly so agrees in writing at the conclusion of the process, and such Tribal agreement is approved in writing by the United States.

8.19 This statement must be made part of the Watershed Plan proposed by the Planning Unit or approved by the County pursuant to Sections 3 and 9 of the Act.



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: NOTICE OF INTENTION TO COMMENCE ANNEXATION**  
**PROCEEDINGS - 62<sup>nd</sup> STREET**  
**DATE: NOVEMBER 27, 2000**

### INFORMATION/BACKGROUND

The City has received a 'Notice of Intention to Commence Annexation Proceedings' from property owners of more than the required ten percent (10%) assessed valuation of four residential home sites located on 62<sup>nd</sup> Street Court NW (Attachment 1). The proponent's representative has also submitted a statement of interest for consideration (Attachment 2). The subject properties are located within the City's Urban Growth Area (UGA) and are adjacent and East of the existing City limits, which runs North/South along Soundview (Attachment 3). This request was distributed to the City Administrator, the Chief of Police, the Public Works Director and the Finance Director for review and comment.

### POLICY CONSIDERATIONS

The Boundary Review Board is guided RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objective. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation.

#### RCW 36.93.180

#### Objectives of boundary review board.

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

**Comment:** The proposed annexation does not preserve natural neighborhoods and communities.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

**Comment:** The proposed annexation does not use physical boundaries, such as bodies of water, highways, and land contours.

- (3) Creation and preservation of logical service areas;

**Comment:** The proposed annexation does not create or preserve logical service areas.

(4) Prevention of abnormally irregular boundaries;

**Comment:** The proposed annexation would create an abnormally irregular boundary.

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

**Comment:** Not applicable with regards to this proposed annexation.

(6) Dissolution of inactive special purpose districts;

**Comment:** The proposed annexation would not dissolve an inactive special purpose districts

(7) Adjustment of impractical boundaries;

**Comment:** Not applicable with regards to this proposed annexation.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

**Comment:** The proposed annexation is of unincorporated areas, which are suburban (lot sizes ranging from 0.47 to 0.63 acres in size), not urban, in character.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

**Comment:** The proposed annexation does not involve designated agricultural or rural lands.

Following a submittal of a 'Notice of Intention to Commence Annexation Proceedings', the City is required to conduct a meeting with the initiating parties to determine whether the City will accept, reject, or geographically modify the proposed annexation, whether it shall require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340, and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed (RCW 35A.14.120).

#### **FISCAL CONSIDERATIONS**

62<sup>nd</sup> Street Court NW is presently a private road. Prior to annexation, the Public Works Department would need to conduct an inspection of the roadway and utilities to identify any possible upgrades that may be required.

#### **RECOMMENDATION**

Given that the area proposed for annexation does not meet the objectives of the Boundary Review Board (RCW 36.93.180), staff is recommending that the City Council not accept this proposed annexation.

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

The Honorable Mayor and City Council  
City of Gig Harbor  
P.O. Box 145  
City of Gig Harbor, WA 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is described on Exhibit "A" attached hereto and is depicted on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date not later than sixty days after the filing of this request for a meeting with the undersigned to determine:

- (1) Whether the City Council will accept the proposed annexation;
- (2) Whether the City Council will require the adoption of zoning for the proposed area in substantial compliance with the Proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance 496; and
- (3) Whether the City Council will require the assumption of existing city indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intention to be presented and considered as one Notice of Intention and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention.

Attachment 1



**ANNEXATION PETITION  
STATEMENT OF INTEREST**

The four property owners on 62nd Street Court NW, Gig Harbor are proposing annexation by the City of Gig Harbor. Sixty-second Street CT NW is a paved street owned by the four property owners and runs the length of the area proposed for annexation. All four residences along 62nd Street CT. NW are hooked up to the City's sewer and water systems. The proposed annexation area is contiguous to the city boundary of Sound View Drive and is located within the City's growth area boundary.

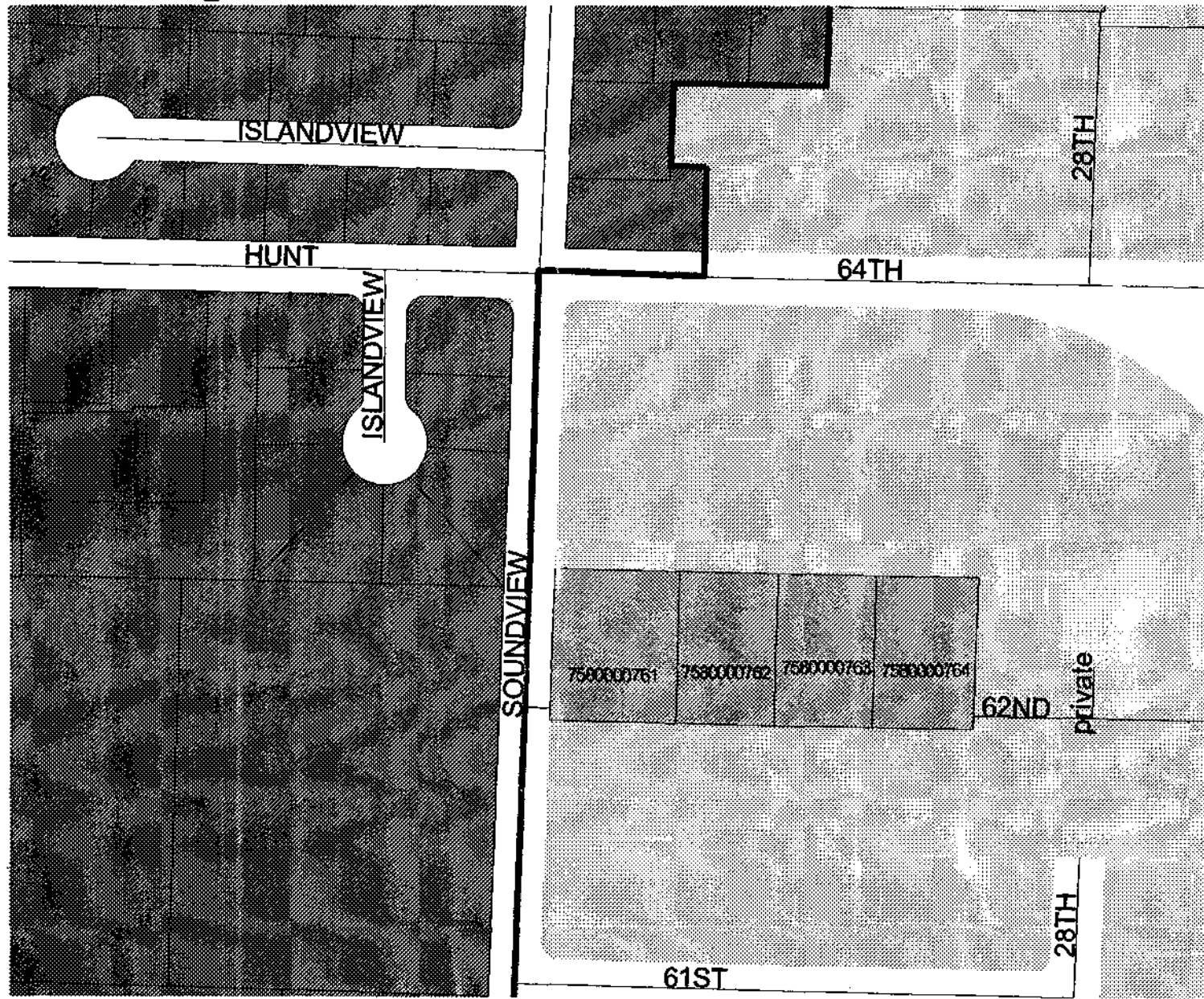
Annexation will allow us to become full participants in the day-to-day activities of the City of Gig Harbor. We currently consider ourselves residents of Gig Harbor and would like to be able to have a voice in what happens in "our" city.

Please contact Joe Mancuso, 2819 62nd Street CT. NW, Gig Harbor, WA 98335, 851-7716 if you need any additional information.

  
JOSEPH F. MANCUSO

Attachment 2

# Proposed 62nd Street Annexation



### Map Key

- Proposed Annexation
- City Limits
- Roads
- City Parcels
- County Parcels

62ND private





*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: STREET BANNER PROPOSAL**  
**DATE: NOVEMBER 20, 2000**

#### **INFORMATION/BACKGROUND**

The City of Gig Harbor year 2000 budget lists a Parks and Recreation objective to develop a street banner system for the commercial areas of the city, including the Downtown area, North Harborview Drive, Kimball Drive, Pt. Fosdick Drive, and eventually, Borgen Blvd.

**13. Street banners. Coordinate with the downtown and commercial area merchants, and business and property owners, the Planning Department, and others, for selection and placement of decorative and seasonal banners on light-pole standards. It is anticipated that the merchants, and business and property owners will purchase the banners that will have a common design theme with elements unique to each business corridor. \$2000 – Ongoing.**

Dave Brereton, Asst. Public Works Director, has coordinated with downtown merchants and with the Chamber of Commerce to work toward a suitable format for the implementation of an on-going city banner system. The proposal will be presented by Jacquie Goodwill, Chamber Executive.

#### **POLICY CONSIDERATIONS**

The proposal provides for a standard format banner. The format can be utilized for regular banners, for seasonal banners and for private banners. It is proposed that regular banners and seasonal banners will be purchased through a mix of city and area merchant participation. Staff recommends that the City Council direct the Mayor to form an appropriate banner review committee made up of local graphic artists to screen both seasonal banner proposals and private banner proposals. No private banner proposals, whether on private property banners or on individualized business neighborhood banners, would be authorized without both banner review committee and City Council approval.

#### **FISCAL CONSIDERATIONS**

\$2000 in the year 2000 budget is available for initial development. \$5000 is proposed in the year 2001 budget under Hotel-Motel expenditures. These funds would provide for a fair portion of banner placement on streetlights on Harborview and North Harborview Drive.

#### **RECOMMENDATION**

Staff recommends that the banner proposal as presented be initiated.



*City of Gig Harbor. The "Maritime City"*

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

**TO: CITY COUNCILMEMBERS**  
**FROM: MAYOR GRETCHEN WILBERT** gw  
**SUBJECT: PRESENTATION OF CANDIDATE FOR POSITION ON THE  
CITY COUNCIL**  
**DATE: NOVEMBER 21, 2000**

At 8: 00 p.m. during the regular Council Meeting, the candidates who have volunteered to fill the vacant council seat of Mark Robinson will be invited to introduce themselves to the City Council. This informal interview session will give the councilmembers an opportunity to ask questions of the candidates, as well as hear their presentation. An invitation was sent to each candidate to join in the interview process.

**RECOMMENDATION:**

The Council will move into Executive Session per RCW 42.31.110(h) for consideration of qualifications of potential appointees to the vacated council seat. The Council may motion for the selection of an applicant upon the return to Regular Session.



City of Gig Harbor. The "Maritime City"

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

An invitation to applicants who submitted their names by November 15, 2000 to appear before council to be considered for the appointment to the City Council seat vacated by Councilmember Mark Robinson.

Paul R. Conan  
Carla Hough  
Albert R. Malanca  
Judy Olsen

James A. Pasin  
Adam J. Ross, Jr.  
Burt L. Talcott

Dear Friends *Burt*

Thank you for coming forth to volunteer to serve your fellow citizens by being willing to serve on the Gig Harbor City Council.

The council will welcome the opportunity to meet you as you introduce yourself at the November 27<sup>th</sup> meeting of the city council. Family members also are welcome to be introduced. Introductions will begin at 8:00 p.m.

Some of you did send resumes with your letter of interest which will be helpful for councilmembers in evaluating your background of experience. If you did not do so and would like to share more information with us, please submit it in writing to Molly Towslee, City Clerk by 5:00 p.m. Tuesday, November 21.

Councilmembers and the Mayor will welcome the opportunity to hear why you have chosen to be considered for the appointment and to learn more about your qualifications.

Council deliberations will take place in executive session. The appointment may be made after the Council returns to regular session that evening. The time for the swearing in with the oath of office will be conducted as soon as possible after the appointment.

Thank you again. We all look forward with pleasure for the opportunity to participate with you in the freedom of choice provided for us in our form of government.

Sincerely,

Gretchen A. Wilbert, Mayor  
City of Gig Harbor