

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
April 24, 2006 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION: Pierce County Dept. of Emergency Management Mitigation Plan.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of April 10, 2006.
2. Correspondence / Proclamations: a) Kinship Caregiver Day; b) Native Plant Appreciation.
3. Olympic Drive/56th Street Roadway Improvement Project – Quit Claim Deed and Easement Agreements.
4. Eddon Boatyard Permitting Assistance – Consultant Contract Amendment #1.
5. NPDES Phase 2 Permit Assistance and Implementation – Contract Authorization.
6. Liquor License Renewals: Albertson's; Anthony's at Gig Harbor; Olympic 76 Gas Station; Tanglewood Grill; Bistro Satsuma.
7. Payment of Bills for April 24, 2006.
Checks # 50072 through #50226 in the amount of \$444,061.58.

OLD BUSINESS:

1. Second Reading of an Ordinance – Allowing the Combination of Nonconforming Lots, GHMC 16.03.004.

NEW BUSINESS:

1. Resolution Declaring the Existence of an Emergency Waiving the Competitive Bidding Requirements.
2. First Reading of an Ordinance – Amendment to the GHMC Title 15 Adopting a New Section 15.07 Establishing a Base Plan Program.
3. First Reading of Ordinance – Clarifying SEPA Appeal Procedures.
4. First Reading of Ordinance – Clarifying the Procedure for Permit Processing.
5. First Reading of Ordinance – Relating to Various Amendments to the City's Concurrency Management System.
6. Simpson Service Agreement.
7. Resolution(s) – Grant Funding Assistance.

STAFF REPORT:

1. David Rodenbach, Finance Director – Quarterly Report.
2. Stephen Misiurak, City Engineer – Roundabout Report.
3. Mike Davis, Chief of Police – March Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Mayor's Community Coffee Open House – Tuesday, April 25th from 4:00 p.m. at the Gig Harbor Civic Center.
2. GH North Traffic Options Committee Meeting – Wednesday, April 26th at 9:00 a.m. at the Civic Center.
3. Operations and Public Projects Committee Meeting – Thursday, April 27th at 3:00 p.m. at the Civic Center.
4. City Council / Planning Commission Joint Worksession on the Land Use Matrix – Monday, May 1, 2006 at 3:00 p.m. at the Gig Harbor Civic Center.
5. Council Community Coffee Meetings: a) May 16th, 6:30 p.m. at Chapel Hill Presbyterian Church; b) June 21st, 6:30 p.m. at Peninsula Library.

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF APRIL 10, 2006

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

CALL TO ORDER: 7:04 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of March 27, 2006 and Special City Council Meeting of March 30, 2006.
2. Correspondence / Proclamations: a) Letter to Colonel Hilton; b) Proclamation – National Volunteer Week; c) Proclamation – Records and Information Management Month.
3. Appointments to the Gig Harbor Arts Commission.
4. Appointment to the Building Code Advisory Board.
5. Consultant Service Contract – Robert Winskill.
6. Amendments to 2006 Job Descriptions.
7. Consultant Service Contract – Evaluation of Community Development.
8. Scofield Property Acceptance.
9. Special Occasion Liquor License: Prison Pet Partnership Program.
10. Liquor License Application: Halftime Sports, LLC; Terracciano's
11. Payment of Bills for April 10, 2006.
Checks #49947 through #50071 in the amount of \$377,062.39.
12. Approval of Payroll for the month of March:
Checks #4172 through #4221 and direct deposits in the amount of \$403,171.16.

MOTION: Move to adopt the consent Agenda as presented.
Franich / Ekberg – unanimously approved.

Mayor Hunter announced the names of the new appointments to the Gig Harbor Arts Commission and Building Code Advisory Board and asked them to stand if present.

He then thanked County Councilmember Terry Lee for assisting in the process to transfer the Scofield Property to the City of Gig Harbor. Councilmember Lee said that he appreciates the Council's willingness to take over the property, which will be a great addition to the Gig Harbor Historical Society as well as the entire Gig Harbor Community.

OLD BUSINESS:

1. Second Reading of Ordinance – Hardy Rezone. John Vodopich presented this ordinance that would implement a site-specific rezone and offered to answer questions.

MOTION: Move to adopt Ordinance No. 1038 as presented.
Payne / Franich - unanimously approved.

2. Second Reading of Ordinance – Amendment to GHMC Adopting Updated State Amendments to the Building, Fire, Mechanical, and Energy Codes. Dick Bower, Building Official / Fire Marshal, offered to answer any questions.

MOTION: Move to adopt Ordinance No. 1039 as presented.
Dick / Franich - unanimously approved.

3. Traffic Safety Emphasis Interlocal Agreement. Mike Davis, Chief of Police, explained that he had contacted the AWC Risk Management representative and was assured that the city's policy covered officers' liability under this agreement.

MOTION: Move to approve the Traffic Safety Emphasis Interlocal Agreement.
Payne / Young – unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of an Ordinance – Allowing the combination of nonconforming lots, GHMC 16.03.004. Jennifer Sitts explained that this ordinance would allow the owner of two or more legally non-conforming lots to combine the lots, even if the resulting lot does not meet the minimum set-back requirements. The Planning Commission has recommended approval of the ordinance.

Councilmember Franich asked for clarification on how many lots might qualify under this ordinance. Ms. Sitts said that in the height restriction area, there are approximately ten lots / five situations that could be effected. She further explained that any platted lots would not have appeared in her query of the GIS System, and so there are several others, adding that she was unsure of the total number.

Councilmember Franich said that he is concerned with variance requests for sideyard setbacks due to a perceived hardship. Ms. Sitts responded that the Planning Commission discussed this possibility and decided that by allowing a property owner to combine parcels, there would be less chance for variance requests.

Councilmember Franich requested that Council consider adding language that would disallow a variance if someone utilizes the criteria in this ordinance to combine lots. He explained that after you consider the setbacks on a combined lot of 6000 s.f. lot, the Hearing Examiner might consider the remaining buildable space to be peculiar and grant a variance on that basis.

Mayor Hunter opened the public hearing on the ordinance.

Doug Sorensen – 9409 North Harborview Drive. Mr. Sorensen thanked Jennifer Sitts for presenting the information to the Planning Commission in a way it could be

understood. He explained that the reason for this ordinance is to avoid the variance procedure. He said that he owns four lots of 24 x 100 feet. He can build on the lots using the reasonable use ordinance, but with this ordinance, he will have a lot that does not require a variance. This ordinance will allow someone with small lots to be combined into one so that they are less non-conforming. He then asked if under the proposed ordinance, if he had two non-conforming lots and wanted to do a boundary line adjustment that would not change the size of either lot, but would change the shape, would it be legal?

Ms. Sitts responded that he must be referring to the next ordinance on the agenda. She said that she would have to look at specifics before suggesting whether it could be done.

Mr. Sorensen further explained that he was only referring to changing the shape of the lot through the boundary line adjustment. Ms. Sitts said that this might be possible, but the text had yet to be developed.

David Bowe – 705 Pacific Avenue, Tacoma. Mr. Bowe said that Councilmember Franich brought up a good point when he asked if combining smaller non-conforming lots would result in a greater need for variances. He said that he agreed with the first speaker that no, it would not. Smaller lots cannot meet the setback, view corridor and other requirements. This is where you have variance issues as it becomes harder to meet the criteria. He said that it is common sense to allow the larger lots so that there will be fewer variances.

There were no further public comments and Mayor Hunter closed the public hearing at 7:21 p.m.

2. Public Hearing and First Reading of Three Ordinances – Adopting the land use matrix, adding Chapter 17.14 and amending Chapters 17.04 and 17.72. Jennifer Sitts, Senior Planner, presented three ordinances. She explained that the Planning Commission has worked over a year to develop a land use matrix to make implementation of the code easier. Currently, the zoning code calls out just under 270 different land uses, both permitted and conditional. Most of the uses are undefined, duplicative, and in some cases, contradictory. The intent of the matrix is to consolidate all these uses into a more understandable, manageable format in order to have a more “user friendly” zoning code.

Ms. Sitts said that while developing the matrix, the Planning Commission found inconsistencies in the code that require a longer process to address. These inconsistencies have been tracked and the Planning Commission plans to bring a text amendment to Council at a later date. She stressed that at this time, the intent is not to make any substantive changes to the code, but to reorganize the current code for ease of use.

Ms. Sitts noted briefly the changes regarding adult family homes and family child care, and amendments to the definitions section that should clarify the code and reduce the need for administrative interpretations.

Councilmember Kadzik said that this was a herculean effort on the part of the Planning Commission. He said that Dick Allen, the rest of the Planning Commission members, and staff deserve a round of applause for their efforts. He said that he had a couple of issues he would like to address after the public hearing.

Mayor Hunter opened the public hearing at 7:21 p.m.

Wade Perrow – 9119 North Harborview Drive. Mr. Perrow mentioned that he wrote a letter commending the staff and Planning Commission for their efforts, adding that this is a much needed change. He briefly mentioned a zoning issue on his property that has been tabled, adding that John Vodopich could shed further light if Council wished to inquire. Mr. Perrow then referred to the information in his letter distributed to Council earlier. He explained that the intent of both the Employment District and the Mixed Use District had been pasted on the matrix, and read a brief exert from each. He said that he believes that the ED zone should have higher intensity than a residential, RB-1, but under the proposed matrix, he could not have the automobile/boat repair that currently exists on his property. In addition, the existing recreational indoor commercial use would now become a conditional use under the proposed ordinance. Finally, no sales would be allowed in the business park.

Councilmember Young asked if his concern lies with the existing zoning issues or if he saw an actual change in the existing zoning and the matrix? Mr. Perrow responded yes, the matrix has changed the Employment District regulations. Currently, the ED zone allows retail uses, but the proposed matrix shows no sales at all.

Councilmember Kadzik pointed out that the matrix does allow ancillary retail uses. Mr. Perrow responded that it is more restrictive than the present code. The other concern is the existing automobile / boat repair service would only be allowed in a mixed-use zone and not the Employment District zone.

The Mayor closed the public hearing portion of this ordinance at 7:33 p.m. and asked for Council comments.

Councilmember Kadzik said that one term that isn't defined but is mentioned in a footnote is "coffee house." Ms. Sitts explained that a coffee house has the same definition as a delicatessen, and so both were combined into the Restaurant Level 1. But because certain zones limit the size and hours of operation for a coffee house, it could not be included in the Restaurant Level 1 category, and so it was placed in a footnote. She said a separated definition could be crafted for coffee house if Council wishes.

Councilmember Kadzik then pointed out an inconsistency in the itemization of permitted uses and conditional uses in some zones. Ms. Sitts responded that in the B-1 zone, there are no current conditional uses. She said that by placing the permitted and conditional uses in the same line, it would allow for the addition of conditional uses in the future without major changes to the code. She explained further that the two weren't combined elsewhere in the matrix to avoid confusion if a conditional use were to be repealed.

Councilmember Young referred to the comments made by Wade Perrow, and asked if any changes had been made in permitted uses in the ED zone. Ms. Sitts explained that the process used by the Planning Commission to devise the matrix left little chance for them to miss something. She said that automobile and boat repair is not allowed as a permitted or conditional use in the ED zone, but it is an allowed use in the Mixed-Use District. She said that Mr. Perrow may be referring to a rezone from Mixed-Use to Employment District zoning on his property, which changed the allowed uses. The proposed ordinance does not change the uses in the ED zone.

She then addressed Mr. Perrow's other comments regarding ancillary sales and indoor recreation commercial use. She said that the existing language in the Employment District states "Service and retail uses which support and are ancillary to the primary uses allowed in the Employment District are permitted." Because this is difficult to enforce, the Planning Commission recommended a definition that disallows exterior signage and defines retail use as intended for the employees or patrons as the best way to have an enforceable, ancillary use of retail. This already applies to other places such as the 4700 Point Fosdick Medical Building. In regards to indoor recreation commercial use, the ED zone calls out recreational buildings as a conditional use. It is a permitted use in the Mixed-Use District.

Councilmember Young asked about the definition of "assessory apartments" and whether the criterion that the owner has to live on-site is an existing regulation. Ms. Sitts said that the Planning Commission discussed removing this existing criteria because it is not enforceable, but decided against any substantive changes to the code at this time. Amendments which require additional public process have been tracked, and the Planning Commission will prioritize the list and bring recommendations for code changes to Council at a later date. Councilmember Young suggested that the Council's Planning Committee could help to prioritize the list.

Councilmember Kadzik added that this would also be a good time to review the intent statements. He said that he would like to see a definition for coffee houses added for clarification. Ms. Sitts said that it had been brought to her attention that if this change is made, it would require another first reading and public hearing. Council decided to see if further changes were recommended.

The discussion moved to the definitions ordinance. Ms. Sitts responded to questions. She said that there are several existing definitions which fall under a new category and

are being repealed. Other redundant or obsolete definitions will be amended at a later date.

Councilmember Kadzik voiced concern with the new definition of clubs, lodges and yacht clubs because it doesn't adequately address catered events. Ms. Sitts responded that the definition of restaurants does not include catering. The definition of clubs and lodges allows rooms for temporary rental where catered functions occur. She offered to add language to the effect that catering is allowed but not restaurants.

Councilmember Kadzik asked if the same regulations that limit a restaurant's hours of operation would apply to a catered event at a club or a lodge. Ms. Sitts said that she would look at the intent of the zone, and make the call as an element of interpretation. This code does not specifically restrict catered events.

Councilmember Young pointed out that this could also apply to churches and schools that rent out space. Councilmember Kadzik responded that it is more specific to clubs and lodges because they are designed to be rented out for banquet activities. Allowing catered events in zones that restrict the hours of operation for a restaurant would allow a more intensive use. Councilmember Franich agreed with these concerns.

Councilmember Young then suggested a work study session to discuss these issues more in-depth. Mayor Hunter recommended a joint work session with the Planning Commission in order to better understand the matrix and to address any concerns. Councilmembers discussed this further and agreed to invite Planning Commission members to provide input.

John Vodopich said that he would work with the Planning Commission schedule to arrange a date for the worksession.

Councilmember Dick asked if Ms. Sitts was going to address the third draft ordinance. Ms. Sitts said that because the other two are related to the land use matrix, she had not intended to address them separately. She added that the work study session would offer an opportunity to address questions.

3. Consultant Services Contract – Historic Structures Report. John Vodopich presented this contract for the preparation of a historic structures report for the Eddon Boat Building. He explained that part of the bond to purchase the property included using the site for educational and historical purposes. In order to do this, a historical structures report is necessary to ascertain the condition of the structure and identify what improvements are needed to allow the public to enter the facility.

MOTION: Move to authorize the Consultant Services Agreement with Gerald Eysaman and Company for a Historic Structures Report in an amount not to exceed fourteen thousand nine hundred ninety-nine dollars and seventy-five cents.
Young / Payne – unanimously approved.

STAFF REPORT:

1. John Vodopich, Community Development Director – Planning Commission Work Program. Mr. Vodopich explained that there are several vacancies in the Department of Community Development in the planning side. In an effort to help focus on the current project workload, he asked that Council allow the department to postpone the processing of any textual amendments to the municipal code until the positions are filled. He added that at most, this should be a delay of only a couple of months. He then gave an overview of the recruitment efforts.

Councilmembers concurred that this is an appropriate action.

PUBLIC COMMENT:

Gretchen Wilbert – 8825 North Harborview Drive. Ms. Wilbert, former Mayor of Gig Harbor, explained that she recently attended the Change of Command Ceremony at Fort Lewis. She said that Colonel Hilton has been the city liaison for several years, and now that function has been turned over to Colonel Carl Chappell. She talked about her past experience with events held at Fort Lewis and the volunteer efforts of the 201st Military Intelligence Brigade to clean up ivy at the Volunteer Center in Gig Harbor. She encouraged Mayor Hunter to continue this positive relationship. Ms. Wilbert said that she was presented with a blanket that represents the 201st Military Intelligence Brigade that she would like to be placed in the Community Break Room.

John Goods – 10617 131st Street Ct. NW. Mr. Goods, Past President of the Eagles, said that it was shock to get the new stipulations for a Special Events Permit for use of the city park for their annual Easter Egg Hunt. He said that when the school district owned the property, the Eagles were instrumental in cleaning up the property and maintaining the badly neglected buildings. He continued to say that they have used the park for over 53 years for their picnic and the annual Easter Egg Hunt. He asked why after all this time, a volunteer group has to pay for the use of a public park, and required to have an insurance bond, a first aid station and traffic control.

Mayor Hunter explained that as everything else, insurance rules the world, and the city is no different. The insurance company has requirements and unfortunately, there are stipulations on use of public right of way when an event draws a couple hundred people and there is parking along the street. The Eagles' event has been very successful. Mr. Goods said that the event probably isn't going to happen this year, but he would take this information back to the Eagles. Mayor Hunter said that the city really appreciates this effort, and any event for the youth is to be commended.

Councilmembers asked for clarification on the issue. Mayor Hunter responded that this occurred due to insurance requirements and an ordinance regarding Special Events. He said that there is a park use fee, a required cleaning deposit, a required traffic plan, and a required insurance certificate.

Molly Towslee, City Clerk, explained that the ordinance has been in effect since 1986. When an event is large enough to affect the public right of way, it triggers the Special Events Permit. The Eagles have held this event for years, and it has continued to grow.

Councilmember Franich asked what is used as a threshold for triggering the permit. Ms. Towslee said that advertising to the public and the proposed size of the event. The city park has approximately 30 parking spots. When the Eagles called to reserve the park, they said that they expected 200 participants. The participants would have to park along Vernhardson. The concern isn't with the number of people in the park, but the traffic congestion on the public right of way and the possible liability. In addition, the police department would like a traffic plan that ensures cars won't need to be towed or ticketed.

Councilmember Franich asked about what constitutes a traffic plan. Ms. Towslee said that the applicant needs to assign someone to direct traffic to make sure no one is double parked, parked in a fire zone, or blocking driveways. The permit application is reviewed by the different departments, and the applicant may be contacted for further clarification and coordination for the event. It all depends on the size of the event.

Councilmember Payne asked if there are other examples of when a Special Events Permit has been required. Ms. Towslee responded that the weekend before, a group of local churches sponsored an Easter Egg Hunt that also required a Special Events Permit. She clarified that a first aid station is no more than the assurance that someone will be present with a first aid kit, and a cell phone to call 9-1-1 in case of an emergency.

Councilmember Young asked Chief Davis if the Explorers are available for traffic control. Chief Davis responded that yes, they are available to assist.

Councilmember Kadzik asked if anyone knew the cost of an insurance policy. Councilmember Ekberg responded that it could run from nothing up to \$500 depending on the activity. If an organization has a general liability policy, a simple endorsement is sufficient.

COUNCIL COMMENTS:

Councilmember Payne commented that the Community Development Department, the Director in particular, has taken on an enormous task with an understaffed group. He noted that he has recently received two compliments on the Community Development Department, one in a letter and one verbally. That is indication that the department is doing a fine job and he wanted to publicly acknowledge the good work.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Mayor's Community Coffee Open House – Tuesday, April 25th from 4:00 p.m. – 5:30 p.m. at the Gig Harbor Civic Center.

2. GH North Traffic Options Committee Meeting – Wednesday, April 26th at 9:00 a.m.
3. Council Community Coffee Meetings: a) May 16th, 6:30 p.m. at Chapel Hill Presbyterian Church; b) June 21st, 6:30 p.m. at Peninsula Library.

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

MOTION: Move to adjourn to executive session at 8:24 p.m. for approximately one hour to discuss property acquisition per RCW 42.30.110(1)(b), potential and pending litigation per RCW 42.30.110(1)(i).
Franich / Conan – unanimously approved.

MOTION: Move to return to regular session at 9:22 p.m.
Dick / Conan – unanimously approved.

MOTION: Move to go back into executive session to discuss property acquisition per RCW 42.30.110(1)(b), potential and pending litigation per RCW 42.30.110(1)(i) for another 45 minutes.
Dick / Conan – unanimously approved.

MOTION: Move to return to regular session at 10:15 p.m.
Franich / Conan – unanimously approved.

MOTION: Move to appeal the Hearing Examiner’s decision on Madison Shores for square footage limitations.
Young / Conan – roll call vote taken with the following results.

Kadzik: aye Payne: neah Dick: aye Conan: aye Franich: aye
Young: aye Ekberg: neah.

The motion carried five to two.

ADJOURN:

MOTION: Move to adjourn at 10:16 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized:
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Disk #2 Track 1

Charles L. Hunter, Mayor

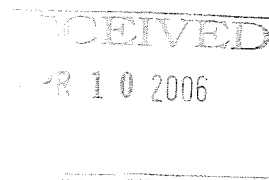
Molly M. Towslee, City Clerk

CHILD & FAMILY GUIDANCE CENTER

We strengthen families...

April 7, 2006

Mayor Chuck Hunter
City of Gig Harbor
3510 Grandview
Gig Harbor, WA 98335



Dear Mayor Hunter:

I am writing this letter on behalf of the relative headed households in your community, requesting Wednesday, May 17, 2006 be proclaimed as Relatives Raising Children Day in your city. Governor Gregoire has issued a state proclamation and I am enclosing a copy for your use. I would be happy to arrange for a representative to attend your council meeting when the proclamation is read. Please call me at 253-565-4484 ext 104 or email me at edith@cfgcpc.org with the time, date and location.

Pierce County is the only county in the state with a staffed, funded, county-wide program specifically focusing on supporting kinship families, educating these families and the community regarding the specific concerns and issues faced by relatives raising family children and advocating for kinship caregivers and the children they are parenting on the local, state and national level. In 2005, Pierce County received state budget funds to support kin headed families (Kinship Caregiver Support Program) with children who do not have an open DSHS Child Welfare Services or Child Protective Services case with emergent need support: food, shelter, clothing, utilities or help with school/activity registration fees. Pierce County received the second highest amount in the state and the funds were exhausted in 6 weeks! Thanks to our legislators, the Kinship Caregiver Support Program will be continued.

On May 24, 2006 the Third Annual *WHO CARES? RELATIVES DO!* Conference will be held at First Christian Church, Tacoma from 9 am to 3 pm. Please consider this an invitation to attend.

Thank you for supporting the relative headed families in your community. Information about other programs that may be available to Pierce County relatives raising family children is available by contacting me at the above number or address.

Sincerely,

A handwritten signature in black ink, appearing to read "Edith Owen".

Edith Owen, Coordinator
Pierce County Relatives Raising Children



PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the family is the cornerstone of our communities, state and nation and children are the future of society; and

WHEREAS, the care, protection and nurturing of children has traditionally been the responsibility of biological parents with support from the community; and

WHEREAS, kin are stepping forward in ever-increasing numbers to assume full, daily parental responsibilities for children whose parents are unable or unwilling to appropriately parent their children; and

WHEREAS, these kin face day-to-day living challenges as well as emotional, financial and legal obstacles, often alone and without support; and

WHEREAS, their commitment to these children is to provide a healthy, safe and happy childhood; and

WHEREAS, the number of children being cared for by kin is increasing daily and the length of time they remain with kin has gone from months to years; and

WHEREAS, the significance of the care and nurturing of these children by their kin deserves to be recognized;

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, do proclaim May 17, 2006, as

KINSHIP CAREGIVER DAY

And invite all citizens of Gig Harbor to join me in the special observance being celebrated across our Country.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 24th day of April, 2006.

Charles L. Hunter, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, native plant species are an important part of Washington's heritage, providing important aesthetic, economic, and ecological contributions that make Washington a special place to live; and

WHEREAS, Washington enjoys an amazing diversity of over 3000 native plant species from rain forest plants on the Olympic peninsula to the desert species in Eastern Washington; and

WHEREAS, preserving native plant eco-systems is critical for the protection of birds, fish, and other wildlife, as well as water quality in Washington State; and

WHEREAS, over 350 of our native plant species are listed as rare by the state's Natural Heritage Program; and

WHEREAS, invasive species present a threat to sustaining of Washington's native plant ecosystems and the biodiversity that they enable;

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, do proclaim the week of April 30th – May 6th, 2006 as

Native Plant Appreciation Week

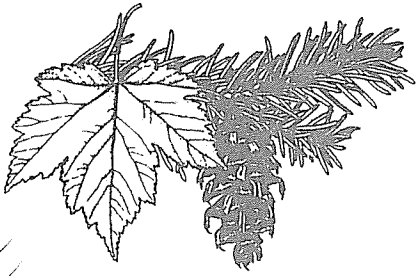
in Gig Harbor, and I urge all citizens to join me in appreciating, enjoying, and celebrating our floral diversity by taking advantage of the opportunities of this week to learn more about our native plants, their habitats, and how to protect them. Take a native plant walk, visit a natural area, or become involved in a restoration project as we join together to celebrate this precious heritage.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 24th day of April, 2006.

Charles L. Hunter, Mayor

Date

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APR - 7 2006



Washington Native Plant Society

Appreciate, Conserve, and Study Our Native Flora

6310 NE 74th Street, Suite 215E, Seattle, WA 98115
(206) 527-3210

MAYOR

April 4, 2006

Dear Council Members,

The Washington Native Plant Society is happy to announce Governor Christine Gregoire has declared **April 30th to May 6th, 2006** as Washington's third annual **Native Plant Appreciation Week**. Last year we were pleased by the many who joined in proclaiming Native Plant Appreciation Week, recognizing the value native plants have to Washington. We invite you to join us, once again, by proclaiming April 30th to May 6th as Native Plant Appreciation Week.

Last year the following cities and counties proclaimed Native Plant Appreciation Week locally:

Cities and Counties Proclaiming Native Plant Appreciation Week Last Year

- | | | |
|-------------------|---------------|------------------|
| Airway Heights | Lakewood | Shelton |
| Bainbridge Island | Lynnwood | Shoreline |
| Bellevue | Monroe | Snohomish |
| Chehalis | Moses Lake | Spokane Valley |
| Colville | Olympia | Spokane |
| Deer Park | Pacific | Sumner |
| East Wenatchee | Port Orchard | Tacoma |
| Edmonds | Port Townsend | Tukwila |
| Everett | Poulsbo | Tumwater |
| Gig Harbor | Redmond | Thurston County |
| Grandview | Renton | University Place |
| Issaquah | Richland | Vancouver |
| Jefferson County | SeaTac | Woodinville |
| Kent | Seattle | Yakima |
| Kitsap County | Sedro-Woolley | Yakima County |

Background information on Native Plant Appreciation Week, a copy of the Governor's proclamation, and a generic proclamation that you may wish to use as a model are attached.

Thank you in advance for your participation, and please feel free to contact me if you have any questions. You may also learn more about the Washington Native Plant Society on our Web site at www.wnps.org.

Sincerely,

Catherine E. Hovanic
Administrator





COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER *Stm*
SUBJ: OLYMPIC DRIVE/56TH STREET ROADWAY IMPROVEMENT PROJECT
– QUIT CLAIM DEED, PERMANENT RIGHT-OF-WAY EASEMENT
AGREEMENT, TEMPORARY SLOPE, CONSTRUCTION AND STORM
DRAIN EASEMENT AGREEMENTS
DATE: APRIL 24, 2006

INTRODUCTION/BACKGROUND

As part of the ongoing process for the City's Olympic Drive/56th Street Roadway Improvement Project (CSP-0133), agreements for a Quit Claim Deed, Permanent Right-of-Way Easement, Temporary Slope, Construction and Storm Drain Easements are required from Parcel No. 0221177042, owned by Erickson Forest Grove, LLC and commonly know as Forest Grove Apartments located at 5402 35th Ave NW.

In order for the City to have access and the ability to construct this project, the subject agreements have been granted by the owner for these purposes. The quit claim and easement agreements shall commence on the date of execution of the agreements. The temporary easement agreements shall terminate on the date the roadway improvements are accepted by the City Council (see attached exhibits).

The City's standard quit claim deed and easement agreements have been drafted and approved by City Attorney Carol Morris.

City Council approval of the subject deed and agreements is requested.

FISCAL CONSIDERATIONS

No funds will be expended for the acquisition of the described deed and agreements.

RECOMMENDATION

I recommend that City Council approve this deed and agreements as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: Community Development Department
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Quit Claim Deed

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

ERICKSON FOREST GROVE, LLC

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

City of Gig Harbor

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

Lot 3, Short Plat No 8606020176 AND the Northwest quarter of the Southwest quarter of Section 17, Township 21 North, Range 2 East of W.M.

Assessor's Property Tax Parcel or Account Number: 0221177042

Reference Number(s) of Documents assigned or released: _____

QUIT CLAIM DEED

THIS AGREEMENT is made this _____ day of _____, 2006, by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation, and ERICKSON FOREST GROVE, LLC, a Limited Liability Company organized under the laws of the State of Washington (hereinafter the "Owners"), a whose mailing address is 2027 NARROWS VIEW CIR NW GIG HARBOR WA 98335-6806.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as Forest Grove Apts, 5402 35th Ave. NW, (Parcel No. 0221177042) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to convey a portion of the Property to the City for the City's construction of a Sanitary Sewer Pump Station (hereinafter the "Deeded Property", which portion is legally described in **Exhibit "B"**, which is attached hereto and by this reference incorporated herein; and

WHEREAS, a map showing the location of the Deeded Property is attached hereto as **Exhibit "C"** and by this reference incorporated herein; and

WHEREAS, in exchange for the Owners' dedication of the Deeded Property, the Owners will obtain the benefits of the operation of the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project (CSP -0133), which will be constructed in conjunction with the Sanitary Sewer Pump Station; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as \$10.00, which is in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

TERMS

Section 1. .

A. Conveyance of Deeded Property to the City. The Owners, convey and quitclaim to the City of Gig Harbor all interest it has acquired in the real estate legally described in **Exhibit "B"**, which is shown on the map in **Exhibit "C"**, both of which are attached hereto and incorporated herein by this reference.

Section 2.

A. Maintaining and the existing pump station. The City shall continue maintaining the existing pump station currently located on grantor's property until such time as a new pump station is constructed. Once the new pump station is constructed, the City intends to connect the existing pump station to the new pump station. When this is completed, the City will discontinue maintaining the existing pump station.

Erickson Forest Grove LLC

By:

Paul Erickson
Its Manager

By:

Its _____

CITY OF GIG HARBOR

By:

Its Mayor

Attest:

By:

City Clerk

Approved as to form:

By:

[Signature]
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Chuck Hunter is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,

residing at: _____

My appointment expires: _____

California
STATE OF WASHINGTON)
) ss.
COUNTY OF *San Diego*)

I certify that I know or have satisfactory evidence that David Leif Erickson is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged he/she is the Managing Member of the Erickson Forest Grove Limited Liability Corporation, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: March 31, 2006



Carol Lee Harris
(Signature)

CAROL LEE HARRIS

NOTARY PUBLIC, State of Washington,

residing at: 1666 Garnet Ave San Diego CA 92109

My appointment expires: 01-28-10

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOT(S) 3, AS SHOWN ON SHORT PLAT NO. 8606020176, FILED WITH PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE NORTH 10 FEET, GRANTED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S NUMBER 8606090240.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

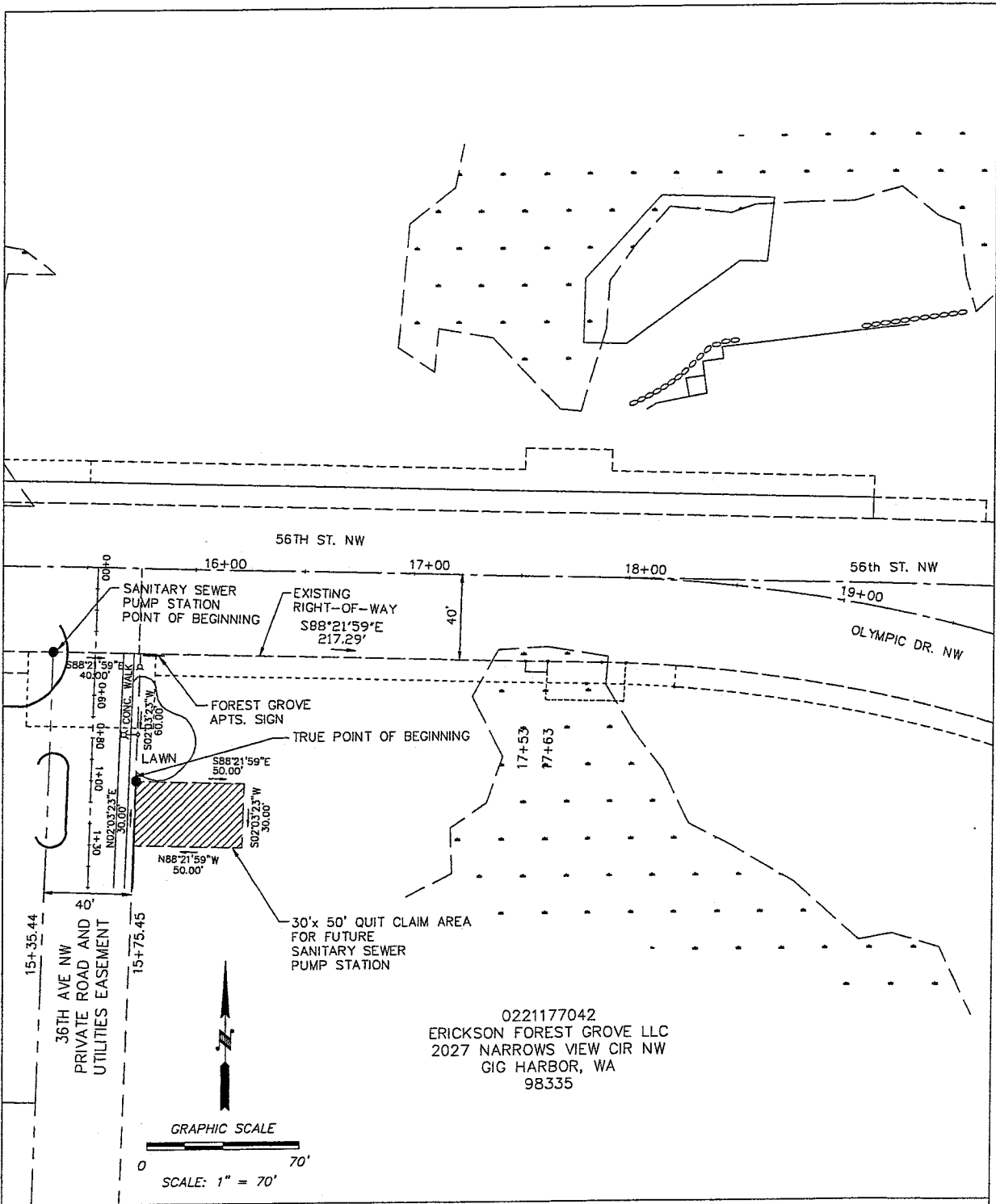
BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, SOUTH 88°21'36" EAST 396 FEET; THENCE SOUTH 02°02'02" WEST 471.57 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF PIERCE COUNTY SHORT PLAT NUMBER 8606020176 AND THE POINT OF BEGINNING; THENCE SOUTH 88° 21'36" EAST 923.65 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID EAST LINE SOUTH 02°03'25" WEST 386.43 FEET; THENCE NORTH 88°21'36" WEST 923.49 FEET; THENCE NORTH 02°02'02" EAST 386.43 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS PARCEL A OF BOUNDARY LINE REVISION UNDER AUDITOR'S NUMBER 9102110306).

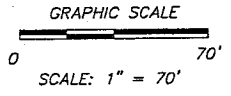
EXHIBIT B

PERMANENT RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221177042 THAT ABUTTS THE RIGHT OF WAY OF 36TH AVE. NW AND DESCRIBED AS THE "30'x 50' QUIT CLAIM AREA FOR FUTURE SANITARY SEWER PUMP STATION", AND WHOSE NORTHWEST PROPERTY CORNER BEING DESCRIBED AS THE "SANITARY SEWER PUMP STATION POINT OF BEGINNING", THENCE S88°21'59"E A DISTANCE OF 40.00' THENCE S02°03'23"W A DISTANCE OF 60.00' TO A POINT DESCRIBED AS THE "TRUE POINT OF BEGINNING", THENCE S88°21'59"E A DISTANCE OF 50.00', THENCE S02°03'23"W A DISTANCE OF 30.00', THENCE N88°21'59"W A DISTANCE OF 50.00', THENCE N02°03'23"E A DISTANCE OF 30.00' AND RETURNING TO THE "TRUE POINT OF BEGINNING.



0221177042
 ERICKSON FOREST GROVE LLC
 2027 NARROWS VIEW CIR NW
 GIG HARBOR, WA
 98335



56TH ST. NW AND OLYMPIC DR. NW ROADWAY IMPROVEMENT PROJECT
 QUIT CLAIM AREA FOR SEWER PUMP STATION

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: Community Development Department
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Agreement for Dedication of Permanent Right-of-Way Easement

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

ERICKSON FOREST GROVE, LLC

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

City of Gig Harbor

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

Lot 3, Short Plat No 8606020176 AND the Northwest quarter of the Southwest quarter of Section 17, Township 21 North, Range 2 East of W.M.

Assessor's Property Tax Parcel or Account Number: 0221177042

Reference Number(s) of Documents assigned or released: _____

**AGREEMENT FOR DEDICATION OF
PERMANENT RIGHT OF WAY EASEMENT
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this _____ day of _____, 2006, by and between the City of Gig Harbor (hereinafter the "City"), and ERICKSON FOREST GROVE, LLC, a WASHINGTON LIMITED LIABILITY COMPANY (hereinafter the "Owners"), whose mailing address is 2027 NARROWS VIEW CIR NW GIG HARBOR WA 98335-6806.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the FOREST GROVE APTS, 5402 35TH AVE NW (Tax Parcel Number 0221177042) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate certain right-of-way on, over, under and across the Property, which right-of-way is legally described in **Exhibit "B"** (the "PERMANENT RIGHT OF WAY EASEMENT") which is attached hereto and by this reference incorporated herein, to the City for a roadway and related improvements; and

WHEREAS, a map showing the location of the Permanent Right-of-Way Easement is attached hereto as **Exhibit "C-1 and C-2"** and by this reference incorporated herein; and

WHEREAS, in exchange for the Owners' dedication of the Right-of-Way, the Owners will obtain the benefits of the operation of the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project (CSP -0133); and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

TERMS

Section 1.

A. **Grant of Permanent Right of Way Easement.** The Owners hereby convey and grant to the City, its successors and assigns, a permanent, nonexclusive right-of-way easement over, in, along, across, under and upon the Owners' property for several bump-outs required for street light bases and the construction of a rock wall as the easements that are legally described in **Exhibit "B"** and as depicted in a map attached hereto and incorporated herein as **Exhibit "C-1"** and **"C-2"**.

The Grant of the Permanent Right-Of-Way Easement shall also dedicate to the City, the nonexclusive right of ingress and egress from the Right-Of-Way Easement over the Owners'

property, and for the reconstruction, operation, repair and maintenance of same. This Permanent Right-Of-Way Easement shall commence on the date of execution of this agreement.

B. **Conditions.** This Permanent Right-of-Way Easement is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the roadway improvements.

2. The Owners shall not retain the right to use the surface or the area beneath the easement, and shall not use any portion of the right-of-way for any purpose inconsistent with use of the property as a public roadway. The Owners shall not construct any structures or plant any landscaping on or over the easement.

3. The City shall have all necessary access to the easement without prior notification to the Owners.

Section 2. The perpetual rights granted herein to the City shall continue in force until such time as the City, its successors or assigns, shall permanently abandon the same, and upon such removal or abandonment, all rights hereby granted shall terminate.

Section 3. This Agreement shall be recorded in the office of the Pierce County Auditor and shall run with the Properties. The burdens and benefits of the easements granted under this Agreement shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors assigns and beneficiaries.

Section 4. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 5. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Easement Agreement, which contains the entire understanding of the parties on the subject.


Section 6. Any invalidity, in whole or in part, of any provision of this agreement shall not affect the validity of any other provision.

Section 7. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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

Erickson Forest Grove LLC

By:



Its Manager

By:

Its _____

ACCEPTANCE:

CITY OF GIG HARBOR

By:

Its Mayor

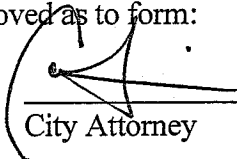
Attest:

By:

City Clerk

Approved as to form:

By:



City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles Hunter is the person who appeared before me, and said person acknowledged that he she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: _____

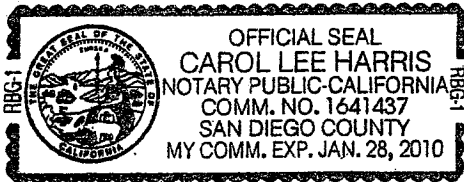
(Signature)

NOTARY PUBLIC, State of Washington,
residing at: _____
My appointment expires: _____

California
STATE OF WASHINGTON)
) ss.
COUNTY OF *San Diego*)

I certify that I know or have satisfactory evidence that David Leif Erickson is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged he/she is the Managing Partner of the Erickson Forest Grove Limited Liability Corporation, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: March 31, 2006



Carol Lee Harris

(Signature)
CAROL LEE HARRIS

NOTARY PUBLIC, State of Washington, *California*
residing at: 1666 Garnet Ave San Diego CA 92109
My appointment expires: 01-28-10

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOT(S) 3, AS SHOWN ON SHORT PLAT NO. 8606020176, FILED WITH PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE NORTH 10 FEET, GRANTED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S NUMBER 8606090240.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, SOUTH 88°21'36" EAST 396 FEET; THENCE SOUTH 02°02'02" WEST 471.57 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF PIERCE COUNTY SHORT PLAT NUMBER 8606020176 AND THE POINT OF BEGINNING; THENCE SOUTH 88° 21'36" EAST 923.65 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID EAST LINE SOUTH 02°03'25" WEST 386.43 FEET; THENCE NORTH 88°21'36" WEST 923.49 FEET; THENCE NORTH 02°02'02" EAST 386.43 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS PARCEL A OF BOUNDARY LINE REVISION UNDER AUDITOR'S NUMBER 9102110306).

EXHIBIT B

PERMANENT RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221177042 THAT ABUTTS THE RIGHT OF WAY OF 36TH AVE. NW AND DESCRIBED AS THE "30'x 50' PERMANENT EASEMENT FOR FUTURE SANITARY SEWER PUMP STATION", AND WHOSE NORTHWEST PROPERTY CORNER BEING DESCRIBED AS THE "SANITARY SEWER PUMP STATION POINT OF BEGINNING", THENCE S88°21'59"E A DISTANCE OF 40.00' THENCE S02°03'23"W A DISTANCE OF 60.00' TO A POINT DESCRIBED AS THE "TRUE POINT OF BEGINNING", THENCE S88°21'59"E A DISTANCE OF 50.00', THENCE S02°03'23"W A DISTANCE OF 30.00', THENCE N88°21'59"W A DISTANCE OF 50.00', THENCE N02°03'23"E A DISTANCE OF 30.00' AND RETURNING TO THE "TRUE POINT OF BEGINNING".

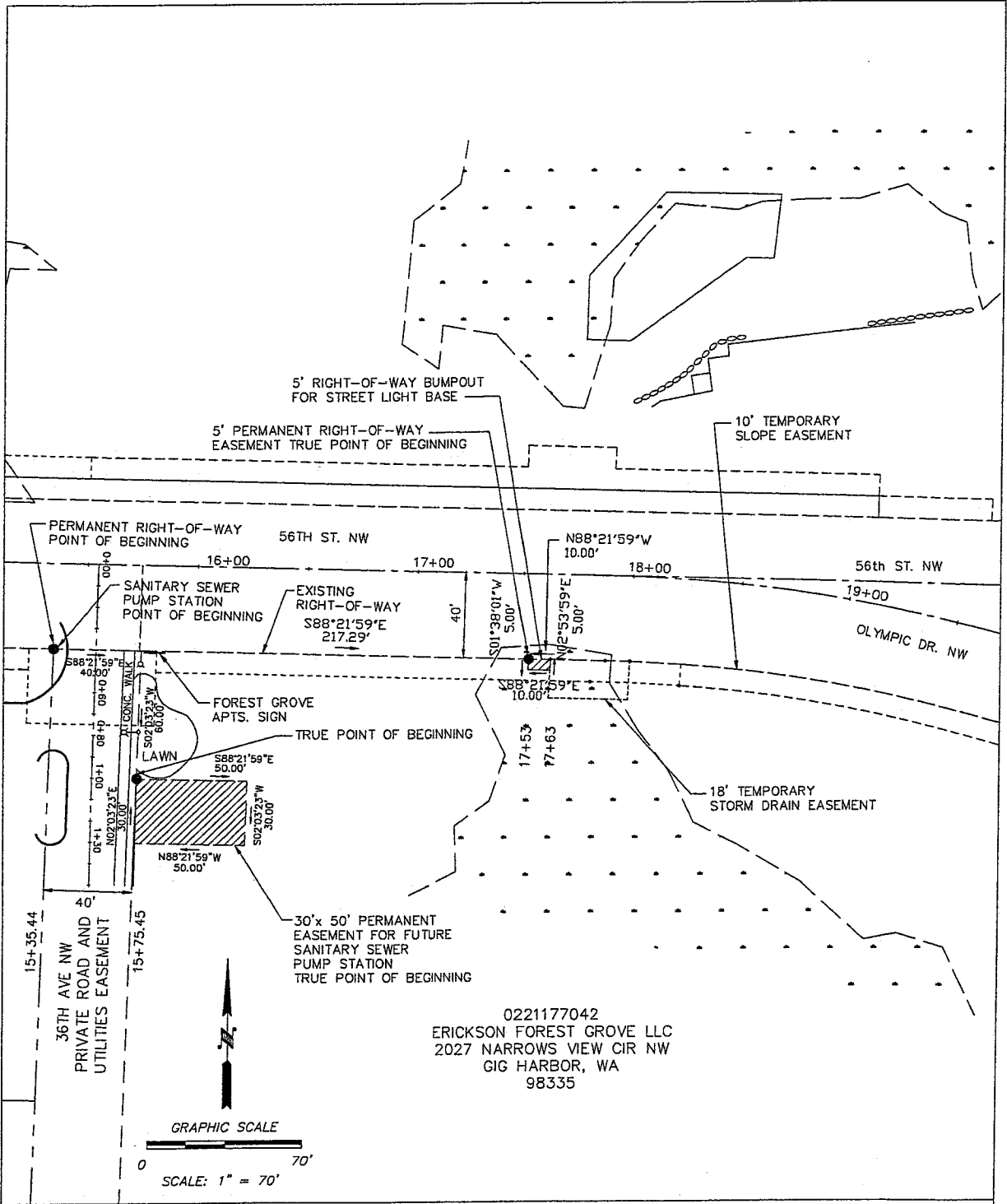
A PORTION OF PARCEL NO. 0221177042 THAT ABUTTS THE RIGHT OF WAY OF 56TH ST. NW AND DESCRIBED AS THE "5' RIGHT-OF-WAY BUMPOUT FOR STREET LIGHT BASE", AND WHOSE NORTHWEST PROPERTY CORNER BEING DESCRIBED AS THE "PERMANENT RIGHT-OF-WAY POINT OF BEGINNING", THENCE S88°21'59"E A DISTANCE OF 217.29' TO A POINT DESCRIBED AS THE "5' PERMANENT RIGHT-OF-WAY EASEMENT TRUE POINT OF BEGINNING", THENCE S01°38'01"W A DISTANCE OF 5.00', THENCE S88°21'59"E A DISTANCE OF 10.00', THENCE N02°53'59"E A DISTANCE OF 5.00', THENCE N88°21'59"W A DISTANCE OF 10.00' AND RETURNING TO THE "5' PERMANENT RIGHT-OF-WAY EASEMENT TRUE POINT OF BEGINNING".

A PORTION OF PARCEL NO. 0221177042 THAT ABUTTS THE RIGHT OF WAY OF OLYMPIC DR. NW AND DESCRIBED AS THE "10' PERMANENT RIGHT-OF-WAY EASEMENT", AND WHOSE SOUTHEAST PROPERTY CORNER BEING DESCRIBED AS THE "10' PERMANENT RIGHT-OF-WAY EASEMENT TRUE POINT OF BEGINNING", THENCE S02°04'24"W A DISTANCE OF 16.11', THENCE ALONG A CURVE WHOSE RADIUS IS 666.20' AND WHOSE LENGTH IS 89.19' AND WHOSE ANGLE IS 7°40'16" AND WHOSE TANGENT IS 44.66', THENCE N46°34'17"E A DISTANCE OF 10.00', THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 77.81' AND WHOSE ANGLE IS 6°35'34" AND WHOSE TANGENT IS 38.95' AND RETURNING TO THE "10' PERMANENT RIGHT-OF-WAY EASEMENT TRUE POINT OF BEGINNING".

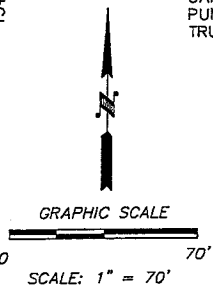
EXHIBIT B (CONTINUED)

A PORTION OF PARCEL NO. 0221177042 THAT ABUTTS THE RIGHT OF WAY OF OLYMPIC DR. NW AND DESCRIBED AS THE "5' RIGHT-OF-WAY BUMPOUT FOR STREET LIGHT BASE", AND WHOSE SOUTHEAST PROPERTY CORNER BEING DESCRIBED AS THE "5' PERMANENT RIGHT-OF-WAY EASEMENT POINT OF BEGINNING (21+08.30)", THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 306.01' AND WHOSE ANGLE IS 25°55'45" AND WHOSE TANGENT IS 155.67' TO A POINT DESCRIBED AS THE "5' PERMANENT RIGHT-OF-WAY TRUE POINT OF BEGINNING (21+08.30)", THENCE S26°48'41"W A DISTANCE OF 5.00', THENCE N63°11'19"W A DISTANCE OF 10.00', THENCE N26°48'41"E A DISTANCE OF 5.00', THENCE S63°11'19"E A DISTANCE OF 10.00' AND RETURNING TO THE "5' PERMANENT RIGHT-OF-WAY TRUE POINT OF BEGINNING (21+08.30)".

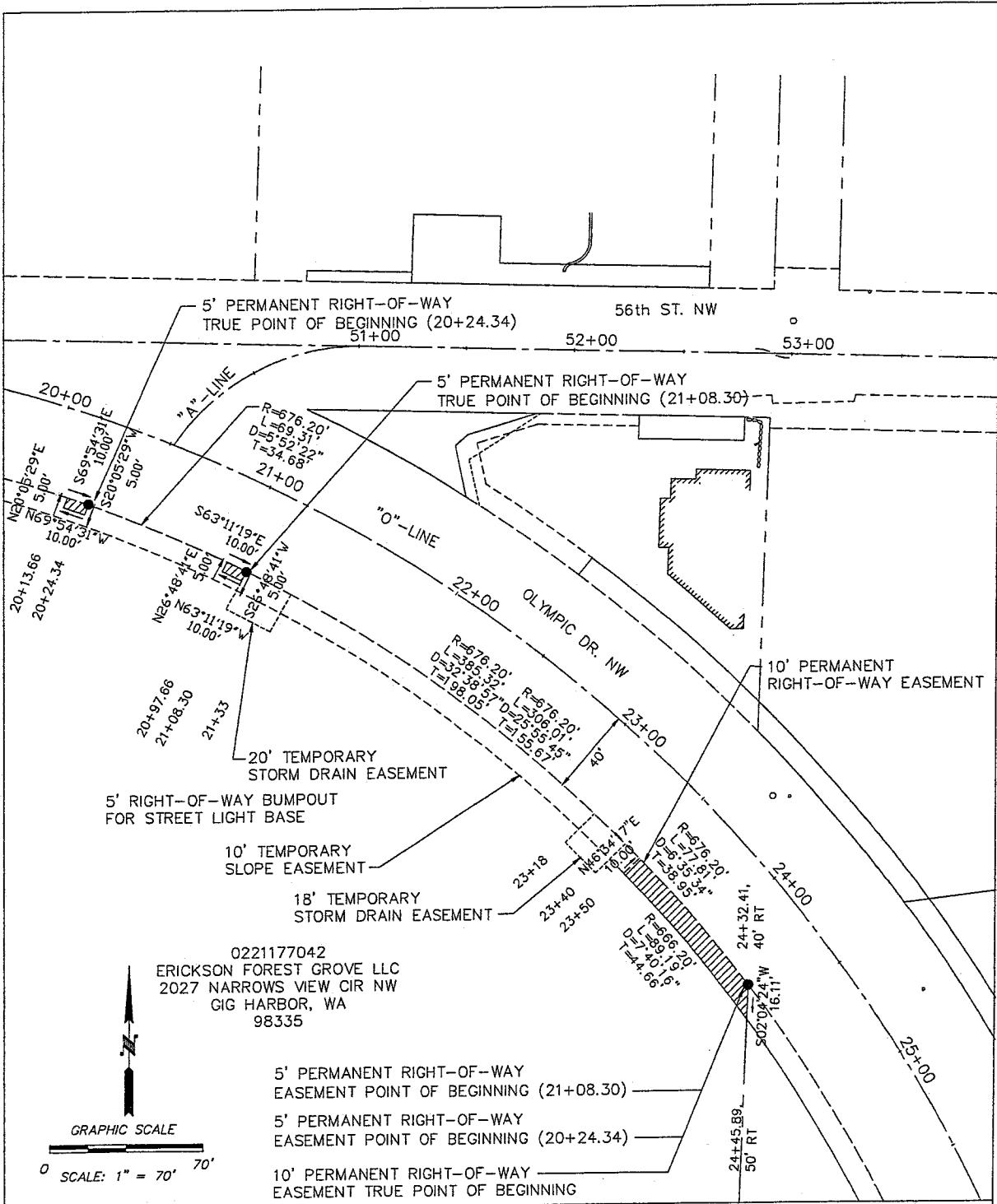
A PORTION OF PARCEL NO. 0221177042 THAT ABUTTS THE RIGHT OF WAY OF OLYMPIC DR. NW AND DESCRIBED AS THE "5' RIGHT-OF-WAY BUMPOUT FOR STREET LIGHT BASE", AND WHOSE SOUTHEAST PROPERTY CORNER BEING DESCRIBED AS THE "5' PERMANENT RIGHT-OF-WAY EASEMENT POINT OF BEGINNING (20+24.34)", THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 385.32' AND WHOSE ANGLE IS 32°38'57" AND WHOSE TANGENT IS 198.05' TO A POINT DESCRIBED AS THE "5' PERMANENT RIGHT-OF-WAY TRUE POINT OF BEGINNING (20+24.34)", THENCE S20°05'29"W A DISTANCE OF 5.00', THENCE N69°54'31"W A DISTANCE OF 10.00', THENCE N20°05'29"E A DISTANCE OF 5.00', THENCE S69°54'31"E A DISTANCE OF 10.00' AND RETURNING TO THE "5' PERMANENT RIGHT-OF-WAY TRUE POINT OF BEGINNING (20+24.34)".



0221177042
 ERICKSON FOREST GROVE LLC
 2027 NARROWS VIEW CIR NW
 GIG HARBOR, WA
 98335



56TH ST. NW AND OLYMPIC DR. NW ROADWAY IMPROVEMENT PROJECT
 PERMANENT RIGHT-OF WAY EASEMENT



56TH ST. NW AND OLYMPIC DR. NW ROADWAY IMPROVEMENT PROJECT
 PERMANENT RIGHT-OF-WAY EASEMENT

EXHIBIT C-2

**AGREEMENT FOR DEDICATION OF
TEMPORARY SLOPE, CONSTRUCTION AND STORM DRAIN EASEMENTS
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this _____ day of _____, 2006, by and between the City of Gig Harbor, a Washington municipal corporation, (hereinafter the "City"), and Erickson Forest Grove, LLC, a Washington Limited Liability Company (hereinafter the "Owners"), whose mailing address is 2027 Narrows View Cir NW Gig Harbor WA 98335-6806.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as Forest Grove Apts., 5402 35th Ave NW. Gig Harbor, WA (Parcel Number 0221177042) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate Temporary Slope, Construction and Storm Drain Easements, which Easements are legally described in **Exhibit "B"** (the "Temporary Slope, Construction and Storm Drain Easements") which is attached hereto and by this reference incorporated herein, to the City for construction purposes associated with the Olympic Drive and 56th Street Roadway Improvement Project (CSP -0133); and

WHEREAS, in exchange for the Owners' dedication of the Temporary Slope, Construction and Storm Drain Easements, the Owners will obtain the benefits associated with construction of the Olympic Drive and 56th Street Roadway Improvement Project (CSP -0133); and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

TERMS

Section 1.

A. **Grant of Temporary Slope, Construction and Storm Drain Easements to the City**

1. The City requires a Temporary Slope Easement to construct a sidewalk along the property frontage, a Temporary Construction Easement for the construction of a rock wall and private roadway improvements, and a Temporary Storm Drain Easement for the construction of storm drain outfalls. The Owners hereby grant a nonexclusive Temporary Slope, Construction and Storm Drain Easements for the purpose necessarily and reasonably related to the construction of the Olympic Drive and 56th Street Roadway Improvement Project (CSP -0133) across, along, in, upon, under and over the Owners' property as the Easements is described in **Exhibit "B"** and as depicted in maps attached hereto and incorporated herein as **Exhibit C-1 and C-2** showing the Temporary Slope Easement and **Exhibit C-3** showing the Temporary Construction Easements and **Exhibit C-4 and C-5** showing the Temporary Storm Drain Easements.

2. The City agrees not to obstruct the Forest Grove signage or access to Forest Grove on 36th Avenue, to the greatest degree possible, while the temporary slope,

construction and storm drainage easement is in effect.

3. This Temporary Slope, Construction and Storm Drain Easements shall commence on the date of the City Council award of the Construction Project, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. **Conditions.** The Temporary Slope, Construction and Storm Drain Easements described above are subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the roadway improvements.

2. The Owners shall not retain the right to use the surface or the area beneath the Roadway, once it is constructed. The Owners shall not use any portion of the areas within the Temporary Easements for any purpose inconsistent with the City's construction of the Roadway, during the term of this Agreement. The Owners shall not construct any structures or plant any landscaping on or over the temporary Easements during the term of this Agreement.

3. The City shall have all necessary access to the Temporary Slope, Construction and Storm Drain Easements without prior notification to the Owners.

4. The City shall, upon completion of any work within the Property covered by this Easements, restore the surface of the Easements and any private improvements disturbed or destroyed by the City during execution of the work, as nearly as practicable to the conditions described in the roadway improvement project's plans and specifications.

Section 2. The rights granted herein to the City shall continue in force until such time as the City Council accepts the roadway improvements for public ownership and maintenance.

Section 3. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 4. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Agreement, which contains the entire understanding of the parties on the subject.

Section 5. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision.

Section 6. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or

consented.

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

ACCEPTANCE:

ERICKSON FOREST GROVE LLC

CITY OF GIG HARBOR

By:

David Erickson
Its Manager

By:

Its Mayor

By:

Its _____

Attest:

By:

City Clerk

Approved as to form:

By:

[Signature]
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: _____

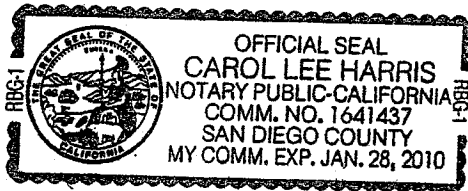
(Signature)

NOTARY PUBLIC, State of Washington,
residing at: _____
My appointment expires: _____

California
STATE OF WASHINGTON)
) ss.
COUNTY OF *San Diego*)

I certify that I know or have satisfactory evidence that David Leif Erickson is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as the Manager of the Erickson Forest Grove LLC to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: March 31, 2006



Carol Lee Harris
(Signature)
Carol Lee Harris

NOTARY PUBLIC, State of Washington, *California*
residing at: 1666 Garnet Ave San Diego CA 92109
My appointment expires: 01-28-10

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOT(S) 3, AS SHOWN ON SHORT PLAT NO. 8606020176, FILED WITH PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE NORTH 10 FEET, GRANTED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S NUMBER 8606090240.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, SOUTH 88°21'36" EAST 396 FEET; THENCE SOUTH 02°02'02" WEST 471.57 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF PIERCE COUNTY SHORT PLAT NUMBER 8606020176 AND THE POINT OF BEGINNING; THENCE SOUTH 88° 21'36" EAST 923.65 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE ALONG SAID EAST LINE SOUTH 02°03'25" WEST 386.43 FEET; THENCE NORTH 88°21'36" WEST 923.49 FEET; THENCE NORTH 02°02'02" EAST 386.43 FEET TO THE POINT OF BEGINNING.

(ALSO KNOWN AS PARCEL A OF BOUNDARY LINE REVISION RECORDED UNDER AUDITOR'S NUMBER 9102110306).

EXHIBIT B

TEMPORARY SLOPE EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221177042 DESCRIBED AS A "10' TEMPORARY SLOPE EASEMENT" WITH THE SOUTHEAST PROPERTY CORNER ALONG OLYMPIC DR. NW BEING THE "TEMPORARY SLOPE EASEMENT POINT OF BEGINNING", THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 77.81' AND WHOSE ANGLE IS 6°35'34" AND WHOSE TANGENT IS 38.95' TO A POINT BEING THE "TEMPORARY SLOPE EASEMENT TRUE POINT OF BEGINNING", THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 495.68' AND WHOSE ANGLE IS 42°00'00" AND WHOSE TANGENT IS 259.57', THENCE S04°34'17"W A DISTANCE OF 10.00', THENCE ALONG A CURVE WHOSE RADIUS IS 666.20' AND WHOSE LENGTH IS 488.35' AND WHOSE ANGLE IS 42°00'00" AND WHOSE TANGENT IS 255.73', THENCE N46°34'17"E A DISTANCE OF 10.00' AND RETURNING TO THE "TEMPORARY SLOPE EASEMENT TRUE POINT OF BEGINNING".

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

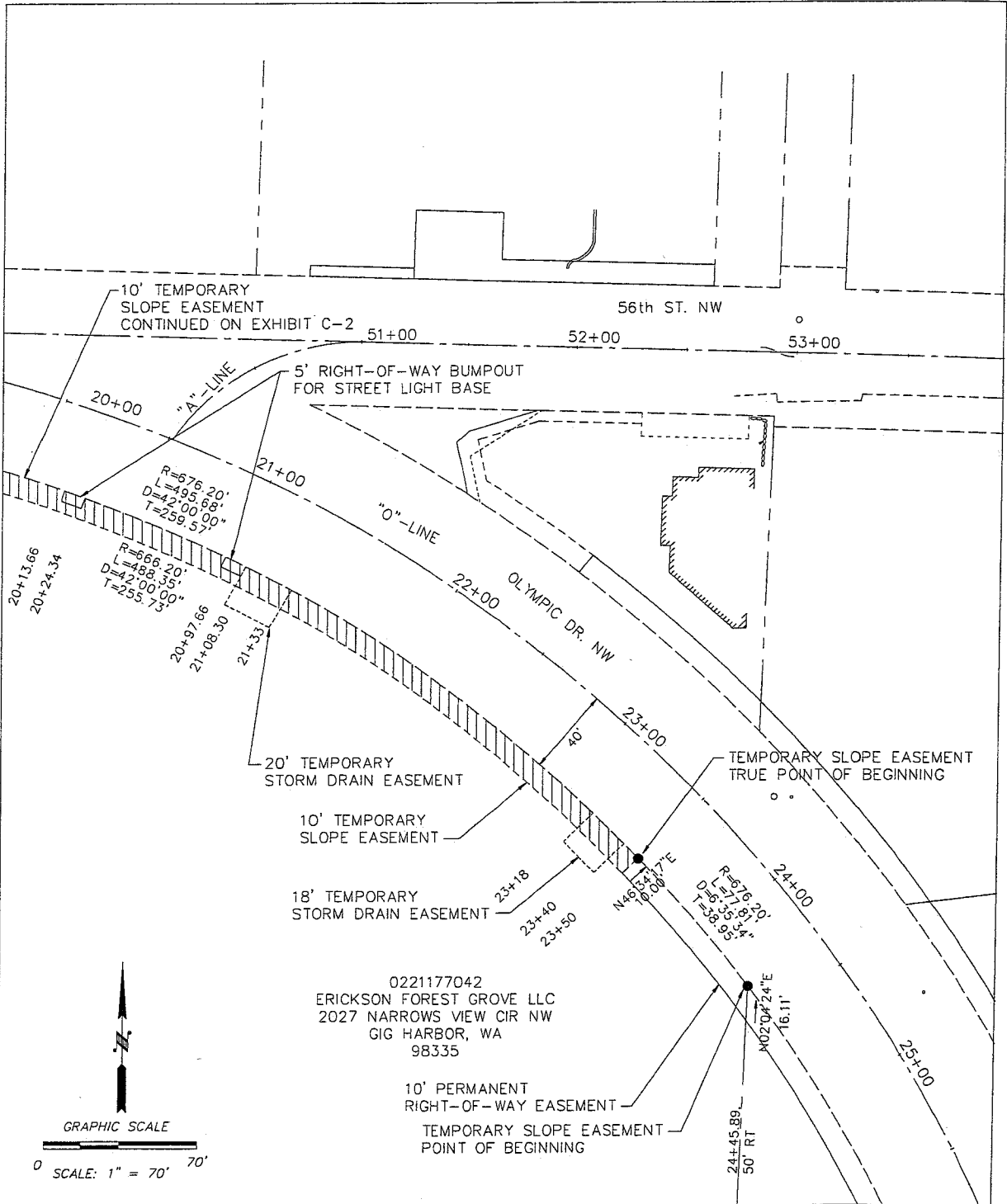
A PORTION OF PARCEL NO. 022117042 DESCRIBED AS A "35' TEMPORARY CONSTRUCTION EASEMENT" AND A "10' TEMPORARY CONSTRUCTION EASEMENT" WITH THE NORTHWEST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "10' AND 35' TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING", THENCE S02°03'23"W A DISTANCE OF 35.00', THENCE S88°21'59"E A DISTANCE OF 47.22', THENCE N01°38'01"E A DISTANCE OF 35.00', THENCE S88°21'59"E A DISTANCE OF 198.94', THENCE ALONG A CURVE WHOSE RADIUS IS 666.20' AND WHOSE LENGTH IS 40.81' AND WHOSE ANGLE IS 3°30'36" AND WHOSE TANGENT IS 20.41', THENCE N04°34'17"E A DISTANCE OF 10.00', THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 34.67' AND WHOSE ANGLE IS 2°56'16" AND WHOSE TANGENT IS 17.34', THENCE N88°21'59"W A DISTANCE OF 25.28', THENCE S02°53'59"W A DISTANCE OF 5.00', THENCE N88°21'59"W A DISTANCE OF 10.00', THENCE N01°38'01"E A DISTANCE OF 5.00', THENCE N88°21'59"W A DISTANCE OF 217.29' AND RETURNING TO THE "10' AND 35' TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING".

TEMPORARY STORM DRAIN EASEMENT DESCRIPTIONS

A PORTION OF PARCEL NO. 0221177042 DESCRIBED AS A "TEMPORARY STORM DRAIN EASEMENT" WITH THE NORTHWEST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY STORM DRAIN EASEMENT POINT OF BEGINNING", THENCE S88°21'59"E A DISTANCE OF 227.29' TO A POINT DESCRIBED AS "TEMPORARY STORM DRAIN EASEMENT TRUE POINT OF BEGINNING", THENCE S02°53'59"W A DISTANCE OF 18', THENCE S88°21'59"E A DISTANCE OF 25.56', THENCE N02°34'45"E A DISTANCE OF 18.00', THENCE ALONG A CURVE WHOSE RADIUS IS 669.10' AND WHOSE LENGTH IS 11.07' AND WHOSE ANGLE IS 0°56'52" AND WHOSE TANGENT IS 5.53', THENCE N88°21'59"W A DISTANCE OF 25.28' AND RETURNING TO THE "TEMPORARY STORM DRAIN EASEMENT TRUE POINT OF BEGINNING".

A PORTION OF PARCEL NO. 0221177042 DESCRIBED AS A "TEMPORARY STORM DRAIN EASEMENT" WITH THE SOUTHEAST PROPERTY CORNER ALONG OLYMPIC DR. NW BEING THE "TEMPORARY STORM DRAIN EASEMENT POINT OF BEGINNING", THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 107.44' AND WHOSE ANGLE IS 9°06'14" AND WHOSE TANGENT IS 53.83' TO A POINT DESCRIBED AS THE "TEMPORARY STORM DRAIN EASEMENT TRUE POINT OF BEGINNING AT STATION 23+18", THENCE S45°45'44"W A DISTANCE OF 18.82', THENCE S44°15'33"E A DISTANCE OF 20.19', THENCE N45°45'44"E A DISTANCE OF 19.12', THENCE N45°05'03"W A DISTANCE OF 20.19' AND RETURNING TO THE "TEMPORARY STORM DRAIN EASEMENT TRUE POINT OF BEGINNING AT STATION 23+18".

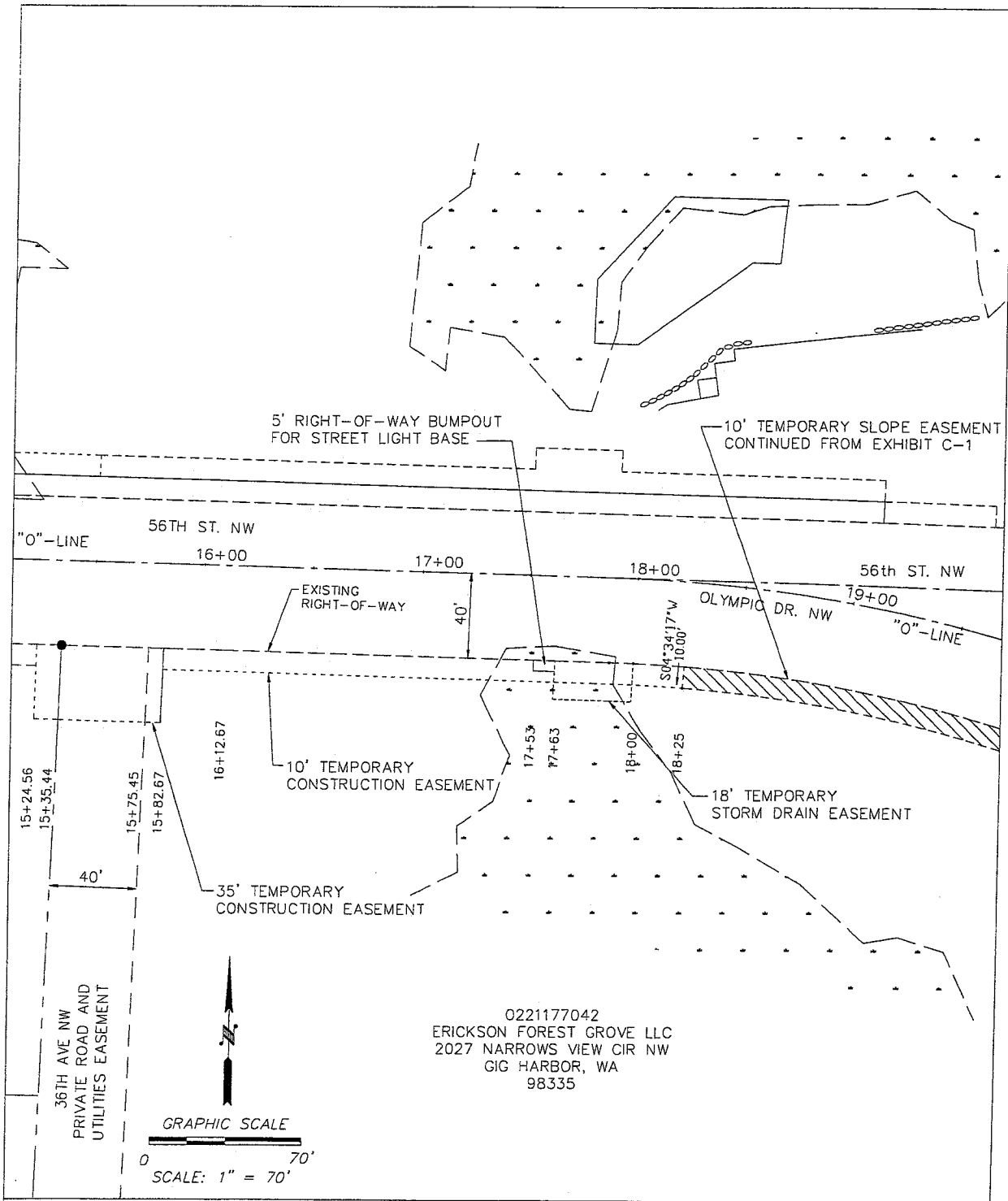
A PORTION OF PARCEL NO. 0221177042 DESCRIBED AS A "TEMPORARY STORM DRAIN EASEMENT" WITH THE SOUTHEAST PROPERTY CORNER ALONG OLYMPIC DR. NW BEING THE "TEMPORARY STORM DRAIN EASEMENT POINT OF BEGINNING" THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 107.44' AND WHOSE ANGLE IS 9°06'14" AND WHOSE TANGENT IS 53.83', THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 198.44' AND WHOSE ANGLE IS 16°48'52" AND WHOSE TANGENT IS 99.94' TO A POINT BEING DESCRIBED AS THE "TEMPORARY STORM DRAIN EASEMENT TRUE POINT OF BEGINNING AT STATION 21+08.30", THENCE S28°16'11"W A DISTANCE OF 19.93', THENCE S61°54'08"E A DISTANCE OF 22.87', THENCE N29°12'41"E A DISTANCE OF 19.88', THENCE N61°46'17"W A DISTANCE OF 23.20' AND RETURNING TO THE "TEMPORARY STORM DRAIN EASEMENT TRUE POINT OF BEGINNING AT STATION 21+08.30".



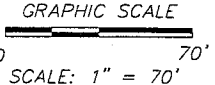
56TH ST. NW AND OLYMPIC DR. NW ROADWAY IMPROVEMENT PROJECT

TEMPORARY SLOPE EASEMENT

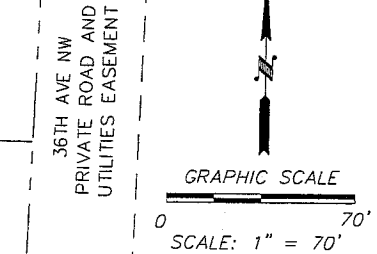
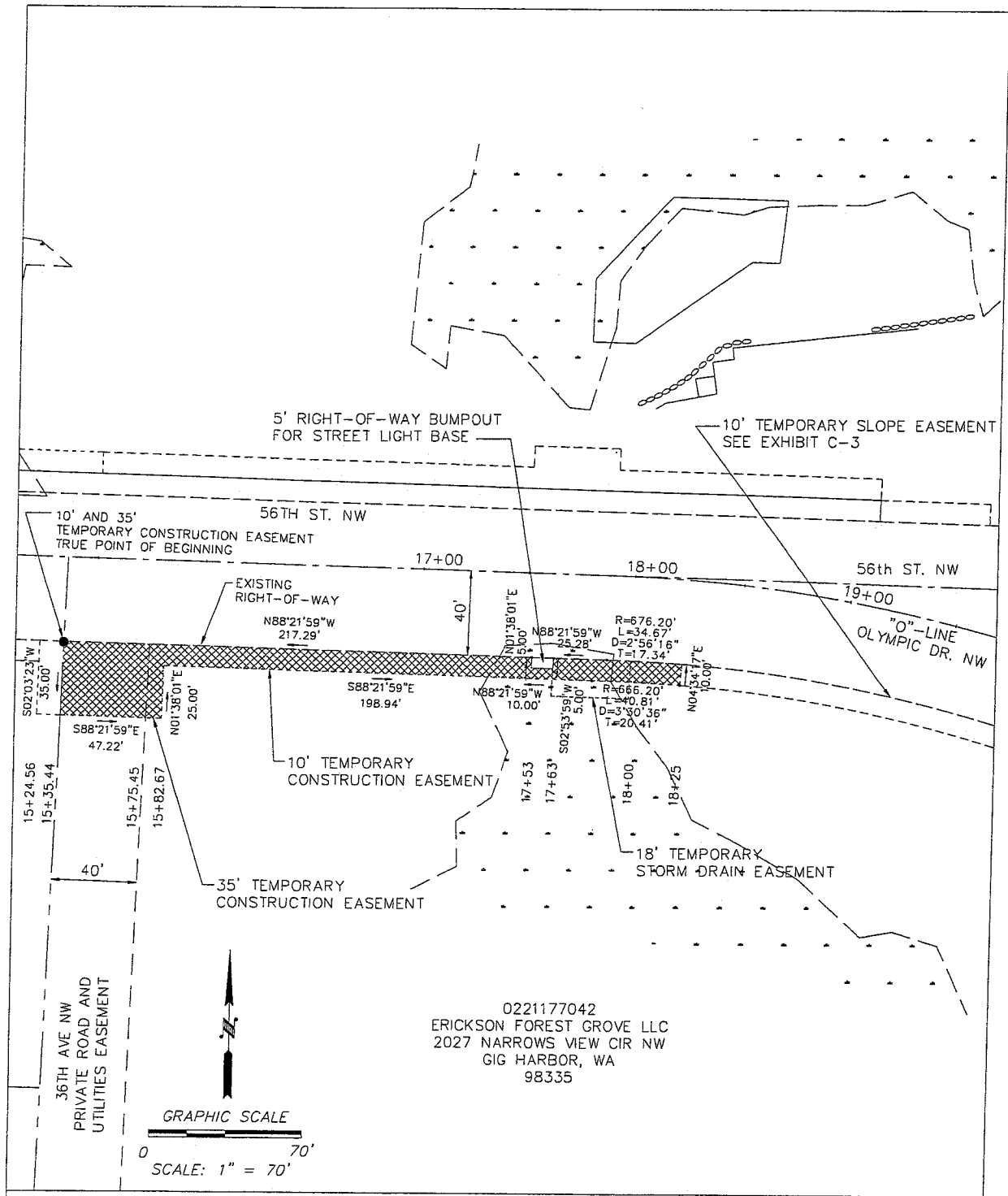
EXHIBIT C-1



0221177042
 ERICKSON FOREST GROVE LLC
 2027 NARROWS VIEW CIR NW
 GIG HARBOR, WA
 98335

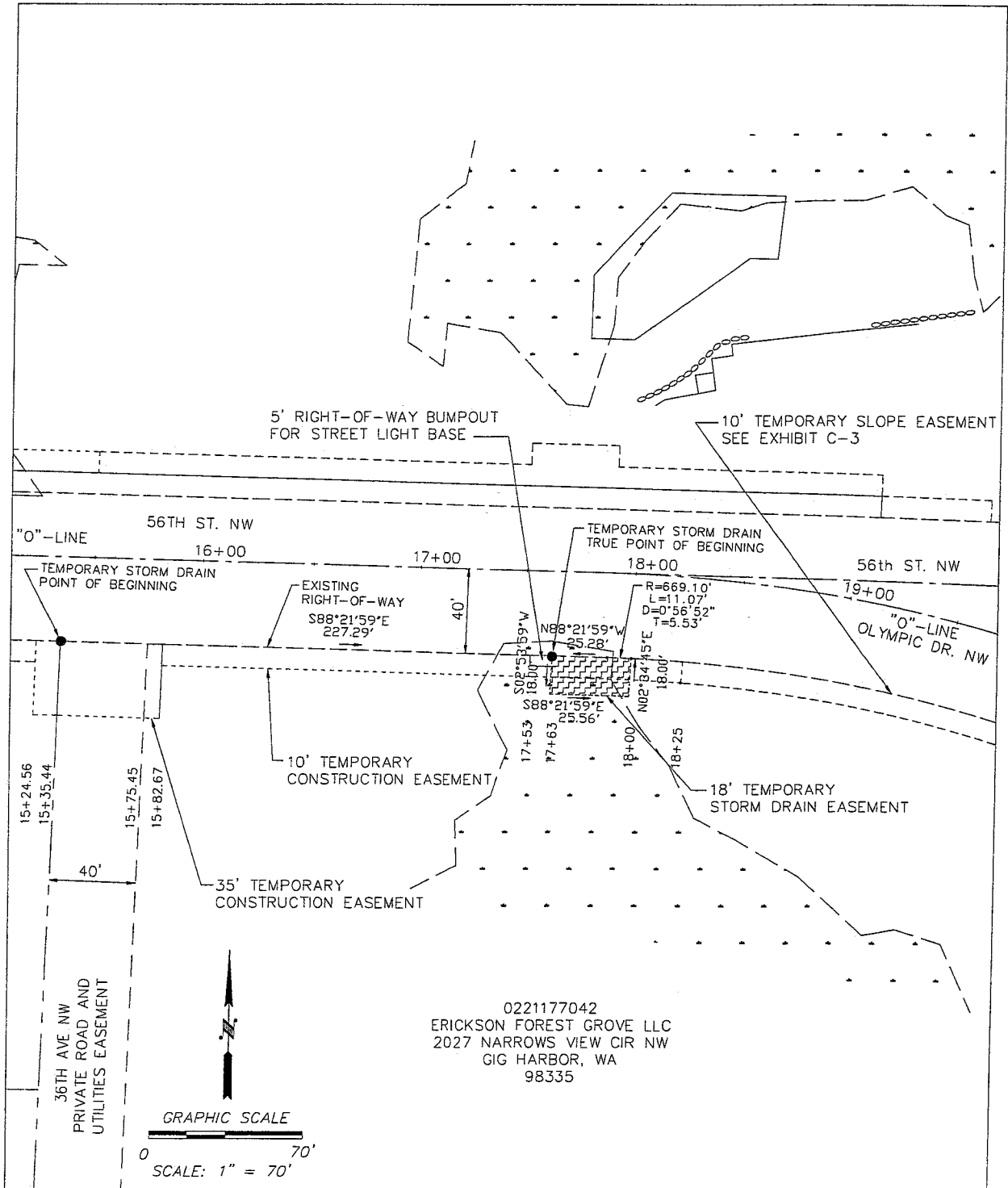


56TH ST. NW AND OLYMPIC DR. NW ROADWAY IMPROVEMENT PROJECT
 TEMPORARY SLOPE EASEMENT

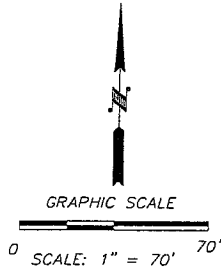
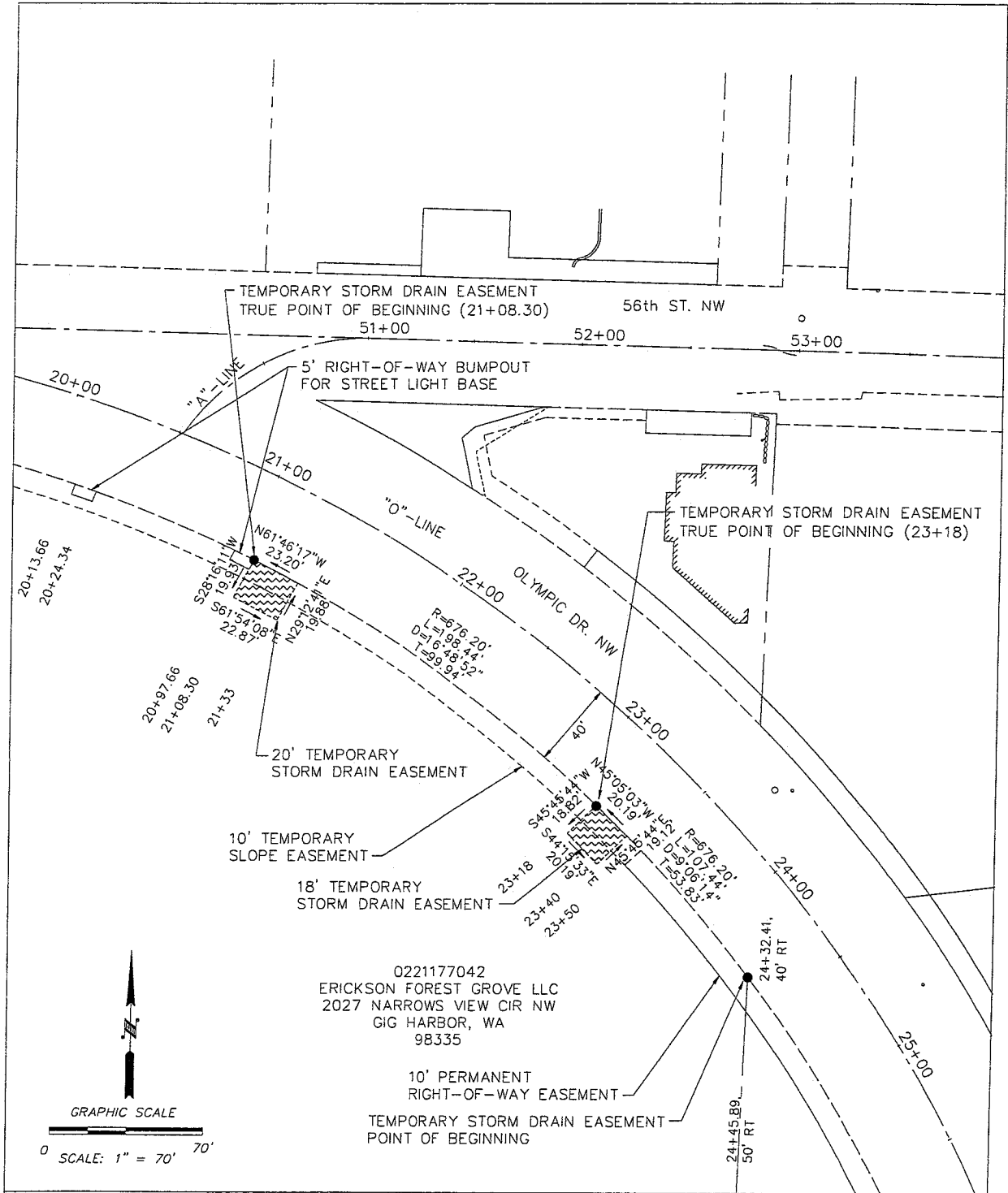


0221177042
 ERICKSON FOREST GROVE LLC
 2027 NARROWS VIEW CIR NW
 GIG HARBOR, WA
 98335

56TH ST. NW AND OLYMPIC DR. NW ROADWAY IMPROVEMENT PROJECT
 TEMPORARY CONSTRUCTION EASEMENT



56TH ST. NW AND OLYMPIC DR. NW ROADWAY IMPROVEMENT PROJECT
TEMPORARY STORM DRAIN EASEMENT



56TH ST. NW AND OLYMPIC DR. NW ROADWAY IMPROVEMENT PROJECT
 TEMPORARY STORM DRAIN EASEMENT



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER *John*
SUBJECT: EDDON BOATYARD PERMITTING ASSISTANCE
– CONSULTANT CONTRACT AMENDMENT NO. 1
DATE: APRIL 24, 2006

INFORMATION/BACKGROUND

In order to proceed with the advanced aquatic and upland remediation permitting and future park development activities associated with the Eddon Boatyard and park site, consultant assistance to the City is required at this time.

FISCAL CONSIDERATIONS

City Council executed the original scope of services with Inspectus, Inc. on May 23, 2005 in the amount of \$13,204.75. This amendment revises the total authorization from \$13,204.75 to \$44,918.84. This work was anticipated within the 2006 Park development Fund 109 budget to fund this expenditure.

RECOMMENDATION

I recommend that Council authorize the consultant services contract amendment with Inspectus, Inc. for environmental permitting assistance for the Eddon Boatyard property in an amount not to exceed Thirty-one Thousand Seven Hundred Fourteen Dollars and Nine Cents. (\$31,714.09).

**AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
INSPECTUS, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated May 23, 2005 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Inspectus, Inc., a Washington corporation organized under the laws of the State of Washington, located and doing business at 3505 View Place North NW, Gig Harbor, Washington 98332, whose mailing address is PO Box 401, Gig Harbor, Washington 98335 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is the City is presently engaged in the environmental permitting and future development of the Eddon Boatyard property and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on May 23, 2005 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

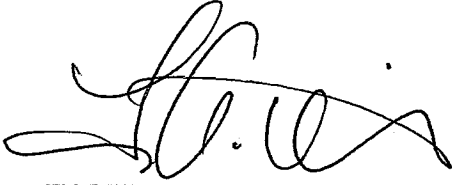
NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties in this Amendment as follows:

Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Thirty-one Thousand Seven Hundred Fourteen dollars and Nine cents (\$31,714.09). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. Effectiveness of all Remaining Terms of Agreement. All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2006.

By: 

Its Principal

THE CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Inspectus, Inc.
Attn: Lewis Bud Whitaker
PO Box 401
Gig Harbor, Washington 98335
(253) 851-5770

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A - Scope of Services

April 18, 2005

Eddon Boat Park Environmental and Park Development Assistance

Inspectus Inc. is pleased to offer the following Scope of Services to the City of Gig Harbor for permitting, grants assistance, final design, project oversight and coordination..

Inspectus Inc. will provide the outlined services to support the City Engineer with the ongoing and continuing Eddon Boat Environmental Clean-up and Park Development Activities.

Project Management and Coordination (See Table 1 below)

Purpose: The tasks outlined in Table 1 provide Construction Project Management assistance to the City Engineer for the Eddon Boat Environmental Clean-Up and Park Construction Project and to coordinate with the City of Gig Harbor and its Consultants to facilitate the efficient progress toward the completion of the environmental clean-up and construction stages of the project.

The Scope of Work provides assistance to the City of Gig Harbor with regard to Anchor Environmental Tasks 1 through 9 as shown in Anchor Environmental's approved contract dated December 13, 2004, with Amendments dated April 13, 2006.

Table 1

Task	Description	Estimated Hours	Estimated Miles	Total
1	Construction Project Management Project Management Construction Inspection * Estimated Field Communications/ Cellular Phone	520	650	17,872.40 360.00
2	Construction Meetings Participate Public Meetings Participate Technical Meetings	30	20	1,031.10
3	Work Plans Assist with Plans and Specifications	12	200	412.44
4	Additional Field Investigations Monitor Field Investigations	20		687.40
5	Design Assist with Conceptual Design	12		687.40
6	Permitting Assistance Amended SEPA Department of Ecology	12		687.40
7	Sediment Construction Management In Water Clean-up	130		4,468.10
8	Upland Construction Management Filling and Grading Uplands Clean-up Park Construction	130		4,468.10
9	Long Term Monitoring Establish final grades Monitoring well installation	12		687.40
	SUBTOTAL *Mileage will be billed at .405 per mile traveled. *Each hour worked on the Project will be billed at the rate of \$34.37 per hour.	878 hrs	870 / .405	\$30,176.86 352.35
	* TOTAL ESTIMATED FEES			\$ 31,714.09

*Not to exceed unless working days/hours are extended by contract amendment

The anticipated work schedule is tied to the estimated start dates provided by Anchor Environmental.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER *Stm*
SUBJECT: NPDES PHASE II PERMIT ASSISTANCE AND IMPLEMENTATION
- CONTRACT AUTHORIZATION
DATE: APRIL 24, 2006

INFORMATION/BACKGROUND

A 2006 Storm Sewer Operating Budget Objective provides funding for the preparation of a City-wide storm water implementation schedule and plan which will be compliant with the new Stormwater rules and regulations to be issued later this year by the Department of Ecology.

Staff prepared and issued a Statement of Qualifications (SOQ) for this project in February 2005. The SOQ was sent to consultants with expertise in this area. A total of two proposals were received.

The members of the review panel (Steve Misiurak and Jeff Langhelm) met in March to review the SOQ's. After a review of all the submittals, the panel conducted formal interviews of the prospective consultants. Based upon the results on the interview, the panel unanimously selected HDR Engineering, Inc. as the most qualified to perform the task.

The standard consultant services contract is being utilized for this project.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2006 Budgeted allocation of \$50,000.00, Objective No. 1.

RECOMMENDATION

I recommend that Council approve a consultant services contract with HDR Engineering, Inc. for the NPDES Phase II Assistance and Implementation Plan in the amount not to exceed Forty-four Thousand Nine Hundred Ninety-nine Dollars and no cents (\$44,999.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 626 Columbia Street NW, Suite 2A, Olympia, Washington 98501 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the NPDES Phase II Permit Assistance and Implementation and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 18, 2006 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Cost**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Forty-four thousand Nine hundred Ninety-nine dollars and no cents (\$44,999.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B** The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2006; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as

described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work and Cost referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by

the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
David R. Skinner, P.E.
HDR Engineering, Inc.
626 Columbia Street NW, Suite 2A
Olympia, Washington 98501
(360) 352-5090

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

XVII. Assignment

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

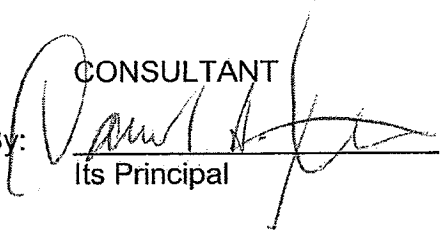
XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this
_____ day of _____, 200__.

By:  _____
CONSULTANT
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Kevin Dragon, P.E.
HDR Engineering, Inc.
626 Columbia Street NW, Suite 2A
Olympia, Washington 98501
(360) 352-5090

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

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

Dated: April 19, 2006



Shari Neuenschwander

Shari Neuenschwander
(print or type name)

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

Ksagvuk, WA

My Commission expires: 4/16/2010

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A

City of Gig Harbor NPDES Phase II Permit Assistance and Implementation Scope of Services

Project Overview

HDR proposes to render professional services in relation to the NPDES Phase II Permit Assistance and Implementation project in a phased approach: Phase 1- NPDES Phase 2 Permit Assistance; and Phase 2- Strategy Implementation and Program Development Assistance. Phase 1 will consist generally of evaluating the City's existing stormwater management activities, determining future required and optional stormwater management activities, identifying actions items or "gaps," and preparing an implementation schedule.

Throughout Phase 1, HDR will assemble a matrix of findings (hereafter referred to as the "Stormwater Management Matrix"). An illustrative example of the matrix format is included as Attachment A to this scope.

Using the Matrix, HDR will prepare an implementation schedule based on a prioritized set of action items. HDR and the City will work collaboratively to prioritize action items, as well as determine the necessary levels of effort and related costs for each action item identified. Prioritization will be dependent on the required milestones identified within the Draft NPDES Phase II Permit, as well as those items necessary to modify or enhance existing stormwater management activities based on City-specific needs.

Future professional services will be negotiated as Phase 2- Strategy Implementation and Program Development Assistance. The matrix and implementation schedule will be used to define the necessary professional services to assist the City with the priority action items. Such professional services may include preparation of permit applications, attendance at public meetings, the preparation of ordinances and programs, and the development of practices and procedures, etc. upon request from the City.

Task 100 - Project Management

Objective: HDR will manage, administer, and provide ongoing coordination throughout the life of the project. Specifically, HDR staff will render professional services connected with technical and financial management including: monitoring work progress based on agreed time and budget constraints and preparing monthly progress reports, which will identify budget status, progress status, major activities of the previous month, out of scope services provided, issues or complications which may the project schedule, and upcoming activities.

HDR Responsibilities:

1. Provide written minutes of key issues discussed at meetings at HDR's discretion.

2. Prepare and provide monthly invoices and cost summary worksheets with a cover letter, which identifies the progress of each task described herein, outline any issues or concerns relating to budget, scope, or schedule and identify any extra professional services requested by the City.
3. Prepare up to three updated progress schedules using MS Project.

City Responsibilities:

1. Review and provide comments to meeting minutes in relation to accuracy.
2. Remit payment of monthly invoices within 30 calendar days of receipt, unless otherwise defined by the terms and conditions of the written agreement between HDR and the City.
3. Identify one City representative (or project manager) to whom HDR will maintain direct communication during the life of this project.
4. Identify any known or foreseen critical project milestones and/or time-related constraints relative to the scope of services provided at the beginning of the project.

Assumptions:

1. The City representative will consolidate comments provided by City staff.
2. The City representative will schedule meetings and coordinate necessary activities with other City departments in relation to the defined services provided by HDR herein.

Deliverables:

1. Monthly invoices with related cover letter.
2. Up to three updated progress schedules.

Task 200 - Review Existing Stormwater Management Activities

Objective: HDR will assemble a preliminary Stormwater Management Matrix of the existing City stormwater management activities and determine how they may relate to the Basic Requirements outlined in the Draft NPDES Phase II Permit, as prepared by the State of Washington Department of Ecology. The basic elements include: 1) Public Education and Outreach; 2) Public Involvement and Participation; 3) Illicit Discharge Detection and Elimination; 4) Controlling Stormwater Runoff from New Development, Redevelopment, and Construction Sites; 5) Pollution Prevention and Operation and Maintenance for Municipal Operations; and 6) Reporting.

HDR Responsibilities:

1. Attend one meeting to collect information.
2. Review City NPDES Phase II Permit Application.
3. Review existing stormwater-related and development-related ordinances as follows:
 - a. Establishment of Stormwater Utility

- b. Stormwater Standards
 - c. Road Standards
 - d. Establishment of Stormwater Utility Rates and Charges.
4. Review development review and approval process and associated fees with City staff in relation to stormwater permitting and approval only.
 5. Review existing water quality monitoring data using historical and current records furnished by the City or state of Washington for surface water and tidal waters within the City limits.
 6. Review the following stormwater management plans:
 - a. Comprehensive Stormwater Plan
 - b. Comprehensive Plan- Stormwater Element (GMA)
 - c. Stormwater Capital Facility Plan.
 7. Review Stormwater Management Operations and Maintenance Activities as follows:
 - a. Status of infrastructure mapping
 - b. Status of private maintenance agreements
 - c. Status of operations and maintenance records for stormwater-related activities.
 8. Review the capital facility programs for roads, parks, and other stormwater or drainage related activities identified by the City.
 9. Conduct one site visit to each City-owned maintenance and storage yards for the road, water/sewer utility, parks, and other facilities.
 10. Assemble a preliminary Stormwater Management Matrix.
 11. Prepare technical memorandum describing the process used to assemble the matrix and providing a bulleted outline of findings.

City Responsibilities:

1. Provide one copy of the City's NPDES Phase II Permit Application, which is currently on file with the State of Washington Department of Ecology.
2. Provide one copy of the all known and available stormwater-related and development-related ordinances, water quality records, stormwater management plans, elements of other planning documents pertaining to stormwater management, current capital facility plans, and other existing stormwater management-related documents.
3. Provide access to City facilities for purposes of evaluating NPDES Phase 2 permit application.
4. Determine the appropriate City staff necessary at client meetings and coordinate schedules accordingly.
5. Provide written review comments on the Stormwater Management Matrix and Technical Memorandum within two weeks of receipt.

Assumptions:

1. Information will be provided by the City within two weeks of HDR's request.

2. The site visit to each City facility will occur on one working day or within eight hours.
3. The City will identify all known stormwater management-related activities, including policies, programs, practices, and procedures at the start of the project.
4. HDR will await written comments by the City before proceeding to Task 300.

Deliverables:

1. Preliminary Stormwater Management Matrix- First Draft, which identifies the NPDES Phase II Basic Requirements and the City's existing stormwater management activities (11"x 17" format).
2. Technical Memorandum, which briefly describes each of the existing activities (up to 10 pages maximum in 8½" x 11" format).

Task 300 - Identify Future Required and Optional Stormwater Management Activities

Objective: HDR will revise the preliminary Stormwater Management Matrix to include future required and optional stormwater management activities based on the input provided by the City.

HDR Responsibilities:

1. Attend one meeting with City to review information collected under Task 200.
2. Identify future stormwater management activities identified in the City's existing NPDES Phase II Permit Application.
3. Identify required stormwater management activities and related timelines, as specifically outlined in the NPDES Phase II Permit- Final Draft as prepared and issued by the Washington State Department of Ecology.
4. Identify optional stormwater management activities based on City's specific stormwater-related issues and/or concerns not specifically required by the NPDES Phase II Permit.
5. Revise the Stormwater Management Matrix to include the required and optional stormwater management activities.
6. Attend up to two meetings to review required stormwater management activities with the City representative and other City staff.

City Responsibilities:

1. Assist HDR with developing optional stormwater management activities.
2. Determine the appropriate City staff necessary at client meetings and coordinate schedules accordingly.
3. Provide written review comments within two weeks of receipt of the revised Stormwater Matrix- First Draft and Technical Memorandum.

Assumptions:

1. Future required and optional stormwater management activities will be identified within two meetings held with the City.
2. HDR will await written comments by the City before proceeding to Task 400.

Deliverables:

1. Revised Stormwater Management Matrix - First Draft, including the required and optional stormwater management activities (11"x 17" format).
2. Technical Memorandum of findings and summary of meetings (up to 5 pages maximum in 8½" x 11" format).

Task 400 - Refine Program Elements ("Gap Analysis")

Objective: HDR will revise the Stormwater Management Matrix - First Draft by determining programmatic gaps in stormwater management activities and provide recommended action items to the City.

HDR Responsibilities:

1. Attend one meeting to revise the Stormwater Management Matrix- First Draft, based on information collected in Tasks 200 and 300.
2. Identify action items associated with new stormwater management activities (required and optional).
3. Identify action items associated with amending existing stormwater management activities for consistency with NPDES Phase II Permit.
4. Determine the estimated total implementation costs based on the anticipated staff labor, materials, tools, and equipment for each action item.
5. Attend up to two meetings to review recommended action items with the City representative and other City staff.
6. Attend up to two question/answer workshops to present Revised Stormwater Management Matrix- Second Draft with the City Council, if necessary.
7. Prepare Stormwater Management Matrix- Final Draft based on comments received by the City.

City Responsibilities:

1. Assist HDR with developing action items and determining the associated cost to implement each action item.
2. Determine the appropriate City staff necessary at client meetings and coordinate schedules accordingly.

3. Provide written review comments within two weeks of receipt of the revised Stormwater Matrix- Second Draft and each Technical Memorandum.

Assumptions:

1. Action items and associated costs will be identified within two meetings held with the City.
2. HDR will await written comments by the City before proceeding to Task 500.

Deliverables:

1. Revised Stormwater Management Matrix - Second Draft, including planned activities for NPDES Phase II compliance, optional activities, estimated cost of each activity, and staff resource (FTEs) requirements (11"x 17" format).
2. Technical Memorandum and related worksheets describing how the estimated implementation costs were determined (up to 10 pages maximum in 8½" x 11" format).
3. Technical Memorandum of findings and summary of meetings (up to 5 pages maximum in 8½" x 11" format).
4. Revised Stormwater Management Matrix - Final Draft (11"x 17" format).

Task 500 - Develop Implementation Schedule

Objective: HDR will prioritize the action items and develop a recommended implementation schedule based on the findings of Tasks 200, 300, and 400.

HDR Responsibilities:

1. Identify milestones for each basic requirement based on the Draft NPDES Phase II permit conditions.
2. Establish priority ranking criteria.
3. Attend up to two meetings with the City to prioritize action items.
4. Establish recommended completion dates using the established ranking criteria and establish completion dates.
5. Develop an implementation schedule for the City, which lists each action item in terms of priority along with its related costs, FTE requirements, steps necessary for implementation, and planned implementation dates.
6. Identify potential stormwater utility rates and charges and development review fee implications based on the planned implementation schedule.

City Responsibilities:

1. Review and provide comments on ranking criterion to prioritize action items within one week of receipt.
2. Participate in ranking meeting.

3. Determine the appropriate City staff necessary at client meetings and coordinate schedules accordingly.
4. Provide written review comments within two weeks of receipt of the revised Stormwater Matrix- Final Draft and Technical Memorandum.

Assumptions:

1. Each action item will be prioritized to determine when implementation should occur. The greatest priority shall be implemented first.
2. The criterion used to prioritize action items will include both NPDES requirements and City preferences.
3. HDR will use the implementation schedule and the costs established for each action item to assess the potential impacts to established stormwater rates and charges. Based on the schedule, the total implementation costs per year will be determined for a 6-year period. These total annual costs will be compared to the total revenues generated by current rates and charges.
4. HDR will not perform a detailed rate analysis to revise or enhance the city's existing stormwater rates and charges to fund the action items identified under this Task.

Deliverables:

1. Technical Memorandum describing the process used to evaluate and prioritize stormwater management strategies (up to 2 pages maximum in 8½" x 11" format).
2. Planned implementation schedule for the City, which provides a prioritized list of action items, the necessary implementation steps, planned completion date, estimated costs, and required staff resource (FTEs).
3. Technical Memorandum providing an overview of the planned implementation schedule (up to 5 pages maximum in 8½" x 11" format).
4. Technical Memorandum of findings outlining the stormwater utility fee implications will be in general terms based on the planned implementation schedule (up to 3 pages maximum in 8½" x 11" format).

**City of Gig Harbor, Washington
 NPDES Phase II Permit Assistance and Implementation
 Attachment A- Planned Stormwater Management Matrix**

NPDES Phase II Basic Requirements	Existing Stormwater Activities	Future Stormwater Activities Required	Optional	Identify Action Items for NPDES Compliance	Estimated Costs	Required FTEs	Comments
1) Public Education and Outreach	Task 200 Review Existing Stormwater Management Activities	Task 300 Identify Future Required and Optional Stormwater Management Activities		Task 400 Refine Program Elements (Gap Analysis)			
2) Public Involvement and Participation	Stormwater Management Matrix- Preliminary	Stormwater Management Matrix- First Draft		Stormwater Management Matrix- Second and Final Drafts			
3) Illicit Discharge Detection and Elimination (IDDE)							
4) Controlling Stormwater Runoff from New Development, Redevelopment and Construction Sites							
5) Pollution Prevention and Operation and Maintenance for Municipal Operations							
6) Good Housekeeping and Data Reporting							

**City of Gig Harbor, Washington
 NPDES Phase II Permit Assistance and Implementation
 Attachment A- Planned Stormwater Management Matrix**

Implementation Schedule

Priority Ranking	Stormwater Mgmt Activity	Necessary Steps	Planned Completion Date	Estimated Costs	Required FTES	Comments
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Task 500
 Develop a schedule for implementing activities based on City's priorities.
 Planned Implementation Schedule

Exhibit B

City of Gig Harbor, Washington NPDES Phase II Permit Assistance and Implementation							Prepared by: Kevin Dragon Date: 04/17/06 Checked by: AF and BM		
Summary of Professional Services - DRAFT FOR DISCUSSION PURPOSES									
Task	Description of Services Provided	Actual Rates	Estimated Number of Hours					TOTAL AMOUNTS	
			Project Principal D. Skinner	Project Manager K. Dragon	Env. Planner A. Graham	Project Engineer G. Garcia	Project Controller A. Frame		Admin Staff S. Cody
100	Project Management		\$52.47	\$41.40	\$51.00	\$29.86	\$28.85	\$16.81	
	Project Initiation, Management Review, etc.		1.00	2.00	1.00	0.00	2.00	0.00	6.00
	Project Guide		0.00	4.00	0.00	0.00	2.00	2.00	8.00
	Invoicing and Processing		0.00	8.00	0.00	0.00	8.00	0.00	16.00
	Project Closeout		2.00	4.00	0.00	0.00	8.00	0.00	14.00
200	Review Existing Stormwater Management Activities								
	Review applications, ordinances, plans		0.00	8.00	4.00	2.00	0.00	0.00	14.00
	Review Dev/Rev process		0.00	8.00	0.00	2.00	0.00	0.00	8.00
	Review Monitoring Data		0.00	4.00	2.00	0.00	0.00	0.00	6.00
	Review O&M activities		0.00	8.00	0.00	2.00	0.00	0.00	10.00
	Assemble Stormwater Management Matrix	Preliminary	0.00	8.00	2.00	2.00	0.00	2.00	14.00
	Prepare Technical Memorandum		0.00	8.00	2.00	0.00	0.00	2.00	12.00
	QA/QC Review		2.00	0.00	0.00	0.00	0.00	0.00	2.00
300	Identify Future Required and Optional Stormwater Management Activities								
	Attend Meetings with City	3 meetings	0.00	12.00	4.00	0.00	0.00	0.00	16.00
	Identify future and optional stormwater activities		0.00	8.00	4.00	4.00	0.00	0.00	16.00
	Identify NPDES Permit requirement activities		0.00	4.00	0.00	2.00	0.00	0.00	6.00
	Revise Stormwater Management Matrix	First Draft	0.00	8.00	8.00	4.00	0.00	2.00	22.00
	Prepare Technical Memorandum		0.00	8.00	4.00	4.00	0.00	2.00	18.00
	QA/QC Review		2.00	0.00	2.00	0.00	0.00	0.00	4.00
400	Conduct Gap Analysis								
	Attend Meetings with City	2 meetings	4.00	8.00	4.00	0.00	0.00	0.00	16.00
	Identify Action Items- new activities		0.00	8.00	2.00	2.00	0.00	0.00	10.00
	Identify Actions Items- existing activities		0.00	6.00	2.00	2.00	0.00	0.00	10.00
	Determine Costs of each Action Item		0.00	16.00	4.00	0.00	0.00	0.00	20.00
	Attend Workshops with PC and Council	2 workshops	0.00	8.00	4.00	0.00	0.00	0.00	12.00
	Revise Stormwater Management Matrix	Second and Final Drafts	0.00	12.00	4.00	2.00	0.00	2.00	20.00
	Prepare Technical Memoranda		0.00	8.00	2.00	2.00	0.00	2.00	14.00
	QA/QC Review		2.00	0.00	0.00	0.00	0.00	0.00	2.00
500	Develop Implementation Schedule								
	Attend Meetings with City	2 meetings	0.00	8.00	4.00	0.00	0.00	0.00	12.00
	Establish Prioritization Criteria		0.00	4.00	2.00	0.00	0.00	0.00	6.00
	Identify NPDES Phase II Permit milestones		0.00	8.00	0.00	0.00	0.00	0.00	8.00
	Review financial implications	Preliminary	2.00	8.00	4.00	0.00	0.00	0.00	14.00
	Prepare Technical Memorandum	Priorities	0.00	0.00	0.00	0.00	0.00	2.00	2.00
	Prepare Implementation Schedule	First and Final Drafts	0.00	0.00	0.00	0.00	0.00	2.00	2.00
	Prepare Technical Memorandum	Schedule	0.00	4.00	0.00	0.00	0.00	2.00	6.00
	Prepare Technical Memorandum	Financial	0.00	4.00	0.00	0.00	0.00	2.00	6.00
	QA/QC Review		2.00	0.00	0.00	0.00	0.00	0.00	2.00
	Subtotal HDR Labor Hours for this Task		17.00	200.00	65.00	30.00	20.00	22.00	354.00
HDR Labor Expenses									
	HDR Direct Labor Fees		\$892	\$8,280	\$3,315	\$895	\$577	\$370	\$13,960
	HDR Overhead Fees	Use Multiplier 1.75	\$1,561	\$14,490	\$5,801	\$1,568	\$1,010	\$647	\$24,430
	Anticipated HDR Total Labor Fees for this Task		\$2,453	\$22,770	\$9,116	\$2,463	\$1,587	\$1,017	\$38,389
HDR Administrative Expenses									
	91 Miscellaneous		\$0.00	\$50.00	\$25.00	\$25.00	\$25.00	\$100.00	\$225
	92 Travel		\$0.00	\$150.00	\$50.00	\$100.00	\$0.00	\$0.00	\$300
	97 Technology Charge @	\$4.10	\$69.70	\$820.00	\$266.50	\$123.00	\$82.00	\$90.20	\$1,451
	HDR Expense Admin (Outside \$ for 91 and 92 above)	5.0%	\$0.00	\$10.00	\$3.75	\$6.25	\$1.25	\$5.00	\$28
	HDR Subconsultant Admin (Apply to subtotal shown below)	10.0%							\$0
	Subtotal Administrative Expenses		\$69.70	\$1,030.00	\$345.25	\$254.25	\$108.25	\$195.20	\$2,003
Subconsultants and other services									
	Subconsultant	Services Provided			Proposal Date			Proposal Amount	
	None Identified				N/A			\$0.00	\$0
	Subtotal Subconsultants Expenses								\$0
	Subtotal Contract Amount								\$40,392
	Total Estimated HDR Profit	12% of Total Anticipated HDR Labor Fees							\$4,607
	Total Contract Amount								\$44,999

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 4/03/06

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20060731

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	ALBERTSON'S, INC.	ALBERTSON'S #406 11330 51ST AVE NW GIG HARBOR WA 98332 7890	083474	GROCERY STORE - BEER/WINE
2	MAD ANTHONY'S INCORPORATED	ANTHONY'S AT GIG HARBOR 8827 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351502	SPIRITS/BR/WN REST LOUNGE + OFF PREMISES-PRIVATE LABEL WINE
3	Z A A L LLC	OLYMPIC 76 GAS STATION AND FOOD MART 5555 SOUNDVIEW DR NW GIG HARBOR WA 98335 0000	071544	GROCERY STORE - BEER/WINE
4	HINDQUARTER II, INC.	TANGLEWOOD GRILL 3222 56TH ST GIG HARBOR WA 98335 1359	082991	SPIRITS/BR/WN REST LOUNGE -
5	JAPANESE CREATIVE CUISINE, INC	BISTRO SATSUMA 5315 PJ FOSDICK NW GIG HARBOR WA 98335 1720	077012	BEER/WINE REST - BEER/WINE

APR - 6 2006



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JENNIFER SITTS, SENIOR PLANNER
SUBJECT: SECOND READING OF AN ORDINANCE ALLOWING THE
COMBINATION OF NONCONFORMING LOTS, ADDING GHMC
SECTION 16.03.004
DATE: APRIL 24, 2006

INFORMATION/BACKGROUND

Attached for the Council's consideration is a draft ordinance adding Section 16.03.004 to the Gig Harbor Municipal Code to allow owners of two or more legally nonconforming lots to combine the lots into one lot even if the resulting lot would not meet the requirements under the current code for area and dimension. The City Council directed the staff and Planning Commission to process this text amendment after Councilmember Young brought the following issue to the Council as a whole.

Some parcels in the City of Gig Harbor have been legally subdivided into lots that do not conform to the minimum area and/or dimensional size requirements under current standards. For example, many of the residential lots downtown are at most 6,000 square feet, while the minimum lot size for a new lot in the same area is 7,200 square feet. In some instances, two or more of these adjoining lots have been acquired by one property owner, who desires to combine them for purposes of development as one lot. The City's current boundary line adjustment procedures are consistent with state law, but do not allow a property owner to obtain a boundary line adjustment if the resulting lot would not meet the code's requirements for area or dimension. For example if an owner's adjacent two lots were both 3,000 square feet; combined these lots are 6,000 square feet – 1,200 square feet less than allowed by the current code. The draft ordinance provides a nonconforming lot combination process to resolve this concern.

The Planning Commission held a worksession and public hearing on the proposed amendment on February 16, 2006. There was no testimony at the public hearing. The Planning Commission voted unanimously to recommend approval of the draft ordinance. A copy of the February 16, 2006 Planning Commission minutes is attached.

POLICY CONSIDERATIONS

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act

(chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). Applicable land use policies and codes are as follows:

A. Gig Harbor Municipal Code: The Gig Harbor Municipal Code regulates boundary line adjustments in Chapter 16.03. Boundary line adjustments allow lots to be combined or modified if certain criteria are met. Boundary line adjustments are Type I permits and the final decision is issued by the Director or his designee; a public hearing is not required. Section 16.03.003 requires that a boundary line adjustment meet the following criteria:

A. No additional lot, tract, parcel, site or division will be created by the proposed adjustment;

B. No lot is created or modified which contains insufficient area and dimensions to meet the minimum requirements of the zone in which the affected lots are situated;

C. No lot is created or modified which does not have adequate drainage, water supply and sanitary sewage disposal, and access for vehicles, utilities and fire protection, and no existing easement in favor of the public is rendered impractical to serve its purpose; and

D. The boundary line adjustment is consistent with the applicable provisions of GHMC Title 17.

B. Staff Analysis:

The proposed amendment would allow the combination of nonconforming lots provided criteria A, C and D above are met. So while the new combined lot might be undersized, appropriate infrastructure would still be provided.

Much of the historic core of Gig Harbor was not subdivided under our current zoning code. This leaves many lots with an area less than the current minimum lot size (e.g. 7,200 square feet in the R-1 zone). While these lots were legally divided at the time, they do not conform to current standards. The Municipal Code allows for the development of these lots through the nonconformities chapter (17.68). However, these lots cannot be combined unless it is shown that the two (or more) lots together meet current zoning dimension and area standards. In some instances, this criterion cannot be met. Allowing the combination of two or more legally nonconforming lots into one nonconforming lot would reduce the number of nonconforming lots and promote infill. For example, two very small lots which have yet to be developed because of their size could be combined to allow for a typically-sized commercial or residential use. In addition, infill is a desirable goal under the Growth Management Act.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on February 1, 2006 for this non-project GMA action as per WAC 197-11-340(2). The appeal period ended on March 1, 2006 and no appeals were filed. The DNS is now final.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this text amendment.

RECOMMENDATION

The staff recommends that Council approve the ordinance at this second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ALLOWING OWNERS OF TWO ADJOINING NONCONFORMING LOTS TO SUBMIT AN APPLICATION FOR A BOUNDARY LINE ADJUSTMENT TO COMBINE THE TWO LOTS, EVEN IF THE RESULTING LOT WOULD NOT MEET THE REQUIREMENTS UNDER THE CURRENT CODE FOR AREA OR DIMENSION, ADDING A NEW SECTION 16.03.004 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, property in the City of Gig Harbor has been legally subdivided into lots that do not conform to the minimum area and/or dimensional size requirements for lots in the underlying zone; and

WHEREAS, owners of these legally nonconforming lots may develop them under GHMC 17.68.020; and

WHEREAS, in some instances, two or more of these adjoining lots have been acquired by one property owner, who desires to combine two or more of the adjoining lots for purposes of development as one lot; and

WHEREAS, the City's current boundary line adjustment procedures are consistent with state law, and do not allow a property owner to obtain a boundary line adjustment combining two or more legally nonconforming lots into one lot, if the resulting lot would not meet the code's requirements for area or dimension (GHMC Section 16.03.003(B)); and

WHEREAS, the City Council recognizes that the combination of two or more legally nonconforming lots into one lot would reduce the nonconformity and promote infill, (the latter of which is a desirable goal under the Growth Management Act); and

WHEREAS, the City Council desires to amend the boundary line adjustment process to allow a boundary line adjustment of legally nonconforming lots as set forth in this Ordinance; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on February 1, 2006 pursuant to WAC 197-11-350, which was not appealed; and

WHEREAS, the City Community Development Director forwarded a copy of the Ordinance to the Washington State Department of Community Trade and Development on December 14, 2005, pursuant to RCW 36.70A.106; and

WHEREAS, the Planning Commission held a public hearing on this Ordinance on February 16, 2006, and recommended approval to the City Council; and

WHEREAS, the Gig Harbor City Council held a public hearing and considered this Ordinance at first reading on April 10, 2006; and

WHEREAS, the Gig Harbor City Council voted to approve this Ordinance during the second reading on _____, 2006; Now, Therefore,

BE IT ORDAINED by the City Council of the City of Gig Harbor, Washington as follows:

Section 1. A new section 16.03.004 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

16.03.004 Nonconforming lot combinations. Owners of two or more legally nonconforming lots may submit an application for a boundary line adjustment to combine the lots into one lot, even if the resulting lot would not satisfy GHMC Section 16.03.003(B). In order to obtain a nonconforming lot combination, the property owner must submit, in addition to the requirements for a complete application in GHMC Section 16.03.001, documentation sufficient for a determination by the Director that the lots identified in the application are legally nonconforming. Processing of the application shall follow the procedures set forth in this

chapter. The criteria for approval are those set forth in GHMC Section 16.03.003, with the exception of GHMC Section 16.03.003(B).

Section 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
DATE PUBLISHED:
DATE EFFECTIVE:

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
February 16, 2006
Gig Harbor Civic Center**

PRESENT: Commissioners Jim Pasin, Scott Wagner, Jill Guernsey, Joyce Ninen and Chairperson Dick Allen. Commissioners Harris Atkins and Theresa Malich were absent. Staff present: Jenn Sitts, Rob White and Diane Gagnon.

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES:

Commissioner Joyce Ninen pointed out that her name was missing from the roll call. Commissioner Jim Pasin pointed out that in the 2nd paragraph of the first page there was an extra “for”.

MOTION: Move to approve the minutes of February 2, 2006 with the stated changes. Guernsey/Ninen – unanimously approved

NEW BUSINESS

1. **City of Gig Harbor, 3510 Grandview St., Gig Harbor WA 98335** – Proposed addition (ZONE 05-1008) of Section 16.03.004 to the Gig Harbor Municipal Code to allow owners of two or more legally nonconforming lots to combine the lots into one even if the resulting lot would not satisfy the boundary line adjustment criteria for area and dimension.

Chairman Dick Allen introduced this item and turned it over to staff to give their staff report.

Senior Planner Jennifer Sitts went over her staff report, explaining that this was a city sponsored amendment that the City Council had requested. She reminded the Planning Commission that this issue had been brought before them last year and they had decided not to pursue it. Ms. Sitts explained the proposed amendment by stating that this would add a nonconforming lot combination process to allow owners of two or more non conforming lots to do a lot combination resulting in a less non-conforming lot. She then displayed an example, using GIS, of two lots one of which was 2288 square feet and one which was 2407 square feet explaining that if they were combined they would only be 4695 square feet and the minimum lot size requirement is 7200 sq ft minimum. She further stated that these were two legal lots that could each be built on but would probably result in odd shaped houses requiring variances. Ms. Sitts noted that encouraging infill development is part of our growth management requirement.

Commissioner Jim Pasin asked if there was a map or count of these types of situations and where they are located within the city. Ms. Sitts answered that she had looked at the downtown residential zones for lots that were adjacent to each other and when combined would still equal another nonconforming lot and had only found one set that was vacant.

Mr. Pasin voiced concern with a situation where someone could accumulate three or four or five of small lots, combine them and then be allowed a larger structure than what might exist in the

area particularly in the Historic District. Ms. Sitts pointed out that currently someone could take several parcels and combine them and that this is proposing that when you want to combine lots and can't achieve the 7200 sq ft. minimum, you can still combine them as long as you are bringing the lots closer to compliance.

Commissioner Wagner asked if there was a particular situation that had started this proposal. Ms. Sitts explained that Doug Sorenson had originally approached the City with the idea and showed which three lots were Mr. Sorenson's.

Commissioner Wagner asked what the original intent was for keeping nonconforming lots nonconforming and Ms Sitts answered that she did not believe that it was the intent to keep them nonconforming it was simply to make it more in line with state law. Mr. Wagner then asked why this requirement was part of state law.

Commissioner Guernsey explained that what is currently in the code is common, if you want to combine lots, you have to meet today's codes. She further explained that there had been some recent changes in case law and that this proposal seemed more in line with those recent changes.

It was then asked by Commissioner Wagner if this process would change the building size limitation in any way and Ms. Sitts replied that it would not as any lot created would still have to meet the building size limitations in the waterfront zones.

Mr. Pasin expressed concern with increasing the scale of housing in the historic district and asked if you could build on a 5000 sq ft lot and Ms. Sitts answered that if you have a nonconforming lot of record you can build on it, and don't have to meet the minimum lot size requirement; however, you do have to meet the setbacks.

Chairman Allen stated that he didn't think there was a great hardship happening and asked if someone has two lots that total 4500 sq ft and since a triplex and a fourplex are allowed in this zone, could they put one on such a small lot. Ms. Sitts replied that it wouldn't meet density requirements. Chairman Allen then asked about commercial development and Ms. Sitts pointed out that someone would be able to develop those commercial uses even without combining the lots.

Ms. Sitts then gave an example of the benefits of the proposal, illustrating that two lots could have one parcel number and someone could have built over a property line and then we would not allow them to combine them and fix a potential problem. She also pointed out that it would require less variances and result in more normal scaled buildings.

Mr. Wagner suggested allowing boundary line adjustments as well as lot combinations. Ms. Sitts stated that she would need to take the issue to our legal counsel for review and stated that her only concern was that it may be making one lot less conforming. Mr. Wagner then suggested adding a requirement that you couldn't take a conforming lot and make it nonconforming. Ms. Sitts offered to come back with some proposed language at another work session.

Chairman Allen called a short recess at 6:50 before the 7:00 public hearing.

Chairman Allen called the meeting to order and opened the public hearing at 7:00 pm.

Senior Planner Jennifer Sitts summarized her staff report and read the purpose of the amendment. In conclusion she stated that staff was recommending approval of the proposal.

Commissioner Pasin asked about a portion of the staff analysis relating to the historic core of the city and Ms. Sitts stated that she was trying to point out that there are a lot of nonconforming lots in our historic core.

Mr. Pasin then asked why a minimum lot size of 7200 square feet was imposed when most of the existing lots were 5000 square feet. Both Ms. Sitts and Planning Manager Rob White stated that they were not aware of how that requirement was arrived at.

Commissioner Guernsey pointed out that it seemed that if you restrict someone's ability to combine some of these old lots you get weird size houses in order to make them fit on these small lots. Commissioner Joyce Ninen agreed and stated that this change could actually encourage some smaller housing rather than requiring them to meet the 7200 square feet.

Chairman Dick Allen closed the public hearing at 7:10 p.m.

Commissioner Wagner stated that he was in favor of the proposal but would like to see the same flexibility for boundary line adjustments. Ms. Sitts clarified that the Planning Commission would like language crafted to allow a nonconforming lot to be adjusted to a less nonconforming lot as long as the lot being taken from does not become nonconforming. She then gave an example of how this would be applied.

Commissioner Guernsey stated that she felt these were two separate issues, that were more issues to consider with the boundary line adjustment and she would like to just consider the lot combination issue at this time. Commissioner Wagner agreed.

Ms. Sitts suggested that the Planning Commission forward a recommendation to City Council to deal with the Boundary Line Adjustment issue.

MOTION: Move to accept the staff's recommendation and draft ordinance
Pasin/Guernsey –

Commissioner Ninen pointed out that on page 2 of the ordinance at the very bottom it should say 16.03.004. Ms. Sitts agreed and noted the change.

RESTATED MOTION: Move to accept the staff's recommendation and draft ordinance with the stated change. Pasin/Guernsey – motion passed unanimously.

MOTION: Move to request City Council direct the Planning Commission to look at having staff draft a proposal to modify the Boundary Line Adjustment section to allow nonconforming lots to become less nonconforming.
Wagner/Guernsey – Motion passed unanimously

UPCOMING MEETINGS

March 2nd, 2006 – Work-Study Session and Public Hearing

Planning Manager Rob White asked if the Planning Commission wanted to suggest creating an ordinance that addresses smaller lot sizes. The Planning Commission decided that it should be put on the future changes list to consider smaller minimum lot size standards and widths in residential zones without changing density.

ADJOURNMENT

Move to adjourn at 7:40 p.m.

Wagner/Guernsey – Motion carried

CD recorder utilized:

Disc #1 Tracks 1-2

Disc #2 Track 1



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVE BRERETON, DIRECTOR OF OPERATIONS *Dave*
**SUBJECT: RESOLUTION DECLARING THE EXISTENCE OF AN EMERGENCY
WAIVING THE COMPETITIVE BIDDING REQUIREMENTS**
DATE: APRIL 24, 2006

INFORMATION/BACKGROUND

On March 16, 2006, the sewer line connecting the Elks Lodge became plugged requiring city staff to jet the sewer line. While cleaning the line with the city's jet rodder, the rodder line became lodged in the sewer line. Several attempts were made to remove the line but were not successful. The mainline had to be excavated at a depth of 15 feet requiring a contractor who has the proper equipment and safety shoring to excavate and remove the hose and repair the sewer main.

POLICY CONSIDERATIONS

City resolution 592, RCW 39.04.190 and RCW 39.04.155 allows the declaration of an emergency waiving the competitive bidding process.

FISCAL IMPACT

There are sufficient funds in the 2006 Sewer Operating Budget for this repair.

RECOMMENDATION

I recommend that the Council approve the resolution declaring the existence of an emergency and authorizing the payment of Twelve Thousand Two Hundred Sixty-seven Dollars and Sixteen Cents (\$12,267.16) to Pape & Sons Construction.

RESOLUTION NO. 669

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE EXISTENCE OF AN EMERGENCY NECESSITATING THE WAIVER OF COMPETITIVE BIDDING REQUIREMENTS TO ADDRESS THE REPLACEMENT OF AN 8-INCH SEWER MAIN, AFTER A RECENT SEWER LINE BLOCKAGE, ALSO WAIVING RCW 39.04.190, RCW 39.04.155, AND CITY OF GIG HARBOR RESOLUTION NO. 592, AS ALLOWED BY RCW 39.04.280.

WHEREAS, on March 16, 2006, the sewer line connecting the Elk's lodge to the existing 8-inch sewer line was experiencing frequent sewer backups; and

WHEREAS, the City Wastewater Treatment Plant (WWTP) staff responded to the complaint and jetted the City's 8-inch mainline to confirm no blockages; and

WHEREAS, upon attempting to clear the line, the jet rodder become lodged in the 8-inch sewer main; and

WHEREAS, the hose had to be removed from the sewer main; and

WHEREAS after examination of the as-built of the sewer main and consultation with City staff, a determination was made to excavate the line to remove the hose and terminate it at a point just upstream of the Elk's sewer connection; and

WHEREAS, the depth of the sewer main at 15' was such the City does not possess proper excavating equipment or safety shoring to reach the sewer main's depth, which required the City to take immediate action by hiring a construction contractor to excavate the sewer main and remove the hose; and

WHEREAS, because of this emergency, the City is unable to comply with the City's Resolution 592 applicable to minimum bidding procedures for small works; NOW THEREFORE,

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

Section 1. Finding and Declaration of Emergency. The City Council hereby declares that an emergency exists requiring the immediate action by the Director in order to preserve the public health, safety, property and welfare. The Council further declares that the delay necessitated by compliance with the procedures for procurement of equipment

and construction of public works found in City Resolution No. 592, RCW 39.04.190 and RCW 39.04.155, will prevent the City from coping with the emergency in time to minimize impact to the City's infrastructure. This declaration of emergency is based upon the following findings of fact:

- A. On March 16, 2006 the City's jet rodder line became permanently lodged in the sewer main providing service to the Elk's Lodge at 9701 54th Street. The jet rodder became stuck in an improper abandonment of the line or a faulty joint in the sewer main.
- B. Excavation was necessary to remove jetter hose from the sewer main. The City does not own equipment necessary to excavate and shore trenches of this depth or size.
- C. Termination of the line needs to be done properly and that this event can be avoided in the future and a cleanout/lamp hole installed for maintenance and inspection of the sewer main.
- D. The Director requires Council ratification of the utilization of Pape & Sons Construction Inc. on March 16, 2006, a time and material cost to perform the dislodging and repairs of the 8-inch sewer line in the amount of \$12,267.16.

Section 2. Authorization to Contract. The City Council hereby ratifies and approves the Director of Operations contracting with Pape & Sons Construction Inc., on a time and material cost of \$12,267.16 for the dislodging of the rodder and the repair and proper termination of the old sewer line on March 16, 2006, in connection with the emergency described in Section 1.

Section 3. Posting and Recording. Pursuant to RCW 39.04.280, this Resolution has been passed within two weeks after the Director's action authorizing the contractor to begin work. The City shall post a description of work to be performed by the contractor for the work at the women's prison.

RESOLVED by the City Council this 24th day of April, 2006.

APPROVED:

MAYOR, CHARLES L HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

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



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DICK J. BOWER, CBO *DB*
BUILDING OFFICIAL/FIRE MARSHAL
SUBJECT: FIRST READING OF AN ORDINANCE - AMENDMENT TO GHMC
TITLE 15 ADOPTING NEW SECTION 15.07 ESTABLISHING A
BASE PLAN PROGRAM
DATE: APRIL 24, 2006

INFORMATION/BACKGROUND

Currently the City charges a plan review fee based on 65% of the permit fee for each building permit application received. This fee is in addition to the application fee. Occasionally, a contractor wishes to build multiple homes in different locations using the same plans. In these cases, our plan review efforts are greatly reduced because the plans have been reviewed and approved for another project, yet we continue to charge a full plan review fee.

Many jurisdictions have adopted programs that provide for a reduced plan review fee when a plan set is used for multiple projects. These programs, called "base" or "standard" plans reduce the cost of 1-2 family residential construction permits by reducing plan review fees for eligible permits. Such programs also reduce the time and effort required of both the applicant and City staff for review and approval of these plans and permits, essentially reducing permit turnaround time for all permit applications. Adoption of this ordinance will establish a base plan program consistent with those of other area jurisdictions.

POLICY CONSIDERATIONS

The general policy consideration associated with adoption of this ordinance is whether the City wishes to implement a program promising to reduce the cost and time required for the review and approval of some residential building permits while potentially reducing the turnaround time for all building permit applications.

The City Attorney has reviewed and approved the ordinance as presented.

FISCAL CONSIDERATIONS

The fiscal considerations of this ordinance include a slight reduction in revenues from plan review fees for building permits. The magnitude of the reduction is dependent on the number of base plan projects entering the system. It can be anticipated that approximately five base plan permits may be issued in a year with a total associated reduction of approximately \$1,200.00 per permit, with

some of this reduction will be offset by the additional plan review fee required for establishment of a base plan. All other fees associated with these permits will remain the same.

RECOMMENDATION

Staff recommends adoption of this ordinance following a second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDINGS AND CONSTRUCTION, ADOPTING A NEW PROCEDURE FOR THE SUMMARY APPROVAL OF BASE PLANS, WHICH ARE PLANS THAT HAVE RECEIVED COMPREHENSIVE REVIEW AND APPROVAL, AND ARE THEN RE-USED BY A DEVELOPER ON DIFFERENT LOTS, ADOPTING A DESCRIPTION OF THE DIFFERENT PROCEDURES FOR REVIEW AND APPROVAL OF BASE PLANS, DESCRIBING APPROPRIATE USE OF BASE PLANS, DESCRIBING THE CONSEQUENCES FOR DEVIATION FROM AN APPROVED BASE PLAN, ADOPTING A NEW CHAPTER 15.07 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, GHMC Title 15 sets out the requirements for review, approval and issuance of building permits in the City and the authority to collect fees for permit issuance; and

WHEREAS, building contractors often submit the same residential plans for multiple permits on different lots; and

WHEREAS, plan review time prior to permitting is greatly reduced when plans (called "base plans") have been previously reviewed and approved by the City; and

WHEREAS, base plan programs which offer reduced plan review fees for submittal of pre-approved plans are common among jurisdictions in Washington State; and

WHEREAS, implementation of a base plan program in the City will benefit Gig Harbor's citizens by reducing the cost of some residential building permits;

Now, therefore,

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

Section 1. A new chapter 15.07 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

Chapter 15.07

Base Plans for Residential Structures

- 15.07.010 Base Plans Defined; Vesting.**
- 15.07.020 Base Plans Allowed Under Limited Circumstances; Amendments to Code Affecting Base Plans.**
- 15.07.030 Administration and Exemption from Project Permit Processing.**
- 15.07.040 Base plan application paths.**
- 15.07.050 Base plan submittal documents.**
- 15.07.060 Design Options**
- 15.07.070 Procedure for review of plans.**
- 15.07.080 Applicant Changes to base plans.**

- 15.07.010 Base Plans Defined; Vesting.**

A. Definition. A base plan means a generic plan for a structure that is reviewed and approved without being associated with a particular building permit or parcel. As set forth in this chapter, "path A" describes a process for initial review and approval of a base plan. "Path B" describes a process for approval of both the base plan and concurrent review and approval of a building permit application. "Path C" describes a process for review and approval of a base plan associated with a plan that was previously reviewed and approved by the City.

B. Vesting. Approval of a base plan alone does not constitute vesting of the plan for purposes of development regulations, land use controls or building codes.

15.04.020 Base Plans Allowed Under Limited Circumstances; Amendments to Code Affecting Base Plans.

A. When Allowed, Conditions.

1. Builders may apply to establish a base plan for detached one and two-family dwellings three stories or less in height; townhouses as defined in the International Residential Code; accessory structures such as detached garages and sheds, provided the plans meet the requirements of the currently adopted edition of the International Building Code or International Residential Code as amended and adopted by the City of Gig Harbor and State of Washington.

2. Base plans may not be used in the Historic District as described under GHMC Title 17.

3. Base plans for multiple single-family dwellings (townhouses) must be stamped by a Washington state registered architect or structural engineer.

B. Amendments to Codes. Whenever the applicable building code(s) change or are amended, the corresponding portion(s) of an approved base plan must be reviewed for compliance with the applicable codes. No base plan is vested to the codes used to review and approve a base plan that was submitted without any other permit applications for an individual parcel. Such additional reviews for code compliance are subject to additional fees, as set forth in the City's fee resolution.

15.07.030 Administration and Exemption from Project Permit Processing.

A. Administration. This chapter shall be administered and enforced by the Gig Harbor building official/fire marshal or his/her designee.

B. Exemption from Project Permit Processing. Pursuant to RCW 36.70B.140, the processing of a base plan is exempt from RCW 36.70B.060 through 36.70B.090 and RCW 36.70B.110 through 36.70B.130. This means that the City is not required to utilize the following procedures in the processing of a base plan: (1) optional consolidated permit process; (2) issuance of a determination of completeness; (3) notice of application; (4) no more than one open record hearing and one closed record appeal; (5) notice of decision; (6) issuance of a final decision within a deadline established by the City; (7) identification of elements of complete application. Because the review of a base plan is not associated with any particular parcel of property, SEPA review is not performed at the base plan stage, and if SEPA applies, will be performed at the time a building permit application is submitted.

15.07.040 Base plan application paths.

A. A base plan may be established by three paths:

1. The applicant may apply to establish a base plan before

having a specific site selected. The application will receive two separate, complete reviews by the Building and Fire Safety Division prior to approval. All comments and corrections required by the Division must be properly addressed prior to approval of the base plan;

2. The applicant may apply for a site-specific permit, and to establish a base plan concurrently. The application will receive two separate, complete reviews by the Building and Fire Safety Division prior to approval. All comments and corrections required by the Division must be properly addressed prior to approval of the base plan;

3. The applicant may use a plan previously approved by the division under the current code. The application may include a site-specific construction component. The plans will receive a second complete review and all comments and corrections required by the division must be properly addressed prior to approval of the base plan.

15.07.050 Base plan submittal documents.

A. Path A: Base plan application for new plans. A complete application for a base plan shall consist of all of the following:

1. Completed base plan application specifying that the plans are submitted for the establishment of a base plan;

2. When applicable, written permission from the engineer and/or architect of record approving repetitive use of the design;

3. Two sets of complete structural and architectural plans in 11 x 17 inch format, including foundation, floor, and framing plans, details, structural sections, building elevations, and any proposed options;

4. Complete code notes including specification of the code (IBC/IRC) and edition under which the design was completed;

5. Any other information deemed by the building official/fire marshal to be necessary to demonstrate code compliance.

B. Path B: Base plan application with site specific component.

1. Completed base plan application specifying that the plans are submitted for the establishment of a base plan and a complete building permit application as prescribed under GHMC 15.08.020 for use of the base plan when established;

2. When applicable, written permission from the engineer and/or architect of record approving repetitive use of the design;

3. Two sets of complete structural and architectural plans in 11 x 17 inch format including foundation, floor, and framing plans and details, structural sections, building elevations, and any proposed options;

4. Complete code notes including specification of the code (IBC/IRC) and edition under which the design was completed;

5. Any other information deemed by the building official/fire marshal to be necessary to demonstrate code compliance.

C. Path C: Base plan application for previously reviewed plans. A complete application to establish a base plan from previously approved plans shall consist of the following:

1. Completed base plan application specifying that the plans are submitted for the establishment of a base plan;
2. When applicable, written permission from the engineer and/or architect of record approving repetitive use of the design;
3. Two sets of complete structural and architectural plans in 11 x 17 inch format including foundation, floor, and framing plans and details, structural sections, building elevations, and any proposed options bearing the City approval stamp;
4. Complete code notes including specification of the code (IBC/IRC) and edition under which the design was completed;
5. Any other information deemed by the building official/fire marshal to be necessary to demonstrate code compliance.
6. If a site specific construction component is included, a complete building permit application as prescribed under GHMC 15.08.020 for use of the base plan when established.

D. Application for a building permit from a previously established base plan. A complete application for a building permit for use of an existing base plan shall consist of:

1. Complete building permit application as provided under GHMC 15.08.020.
2. 2 complete 11 x 17-inch plan sets identical to those in the base plan on file. Approved options used shall be clearly identified on the plans, with unused options struck through.
3. When the applicant is other than the base plan holder of record, written permission from the base plan holder for the use of the base plan.

15.07.060 Design Options

A. The applicant may include design options within the context of the base plan. Design options are limited to:

1. Plan reversals;
2. Alternate roof lines;
3. Bay windows;
4. Variations in foundation wall heights;
5. Similar alternatives without significant structural changes as approved by the building official/fire marshal.

B. Each option must be submitted on a separate sheet of not less than 11 x 17-inch format and must include any required structural changes and the supporting calculations, including the lateral and gravity load resistance system, stamped by the designer responsible for the engineering of the plans.

C. Base plans are limited to those structures within the scope of the *International Residential Code (IRC)*. Elements of structures falling outside of the prescriptive design requirements of the *IRC* such as lateral wall bracing,

foundation systems, and other structural provisions require an engineered design. Engineered design criteria may vary depending on site location for wind exposure, seismic ground motion and acceleration, and soil types. All designs shall address the most conservative assumptions for the Gig Harbor area or the base plan may be limited to use in sites meeting the design criteria.

15.07.070 Procedure for review of plans.

A. All base plan submittals will be reviewed by the Planning Division for conformance with the requirements of the Gig Harbor Design Manual. Base plan submittals shall not be approved until conformance with all applicable codes is established.

B. Path A: Application to establish a new base plan from new plans.

1. The applicant shall schedule an appointment with the Building and Fire Safety Division for a base plan application;
2. The applicant shall submit a complete base plan application and submittal documents at the time of the appointment;
3. The applicant shall submit plan review and filing fees as set forth in a resolution adopted by the Council for this purpose;
4. The application and plans shall be reviewed by two reviewers. A plan review comment letter with the relevant comments of both reviewers shall be provided to the applicant, who shall revise the submittals in accordance with the review letter requirements.
5. The applicant shall provide 2 corrected sets of submittal documents for review and further comment if applicable.
6. When the plans have been determined to be in compliance with all applicable codes, the applicant shall submit 2 copies of clean plans (no red lines) and one disc containing the final plans in PDF format. The building official shall stamp both plan sets "Approved as a Base Plan" and the plans shall be assigned a base plan number.
7. One set of the approved base plan shall be returned to the applicant. One set shall be retained on record at the Building and Fire Safety Division.

C. Path B: New base plan and site specific building permit.

1. The applicant shall schedule an appointment with the building and fire safety division for a base plan application;
2. The applicant shall submit a complete base plan application and submittal documents as well as a complete building permit application in accordance with GHMC 15.08.020 at the time of the appointment;
3. The applicant shall submit plan review and filing fees as set forth in a resolution adopted by the Council for this purpose;
4. The application and plans shall be reviewed by two reviewers. A plan review comment letter with the relevant comments of both reviewers shall be provided to the applicant, who shall revise the submittals in accordance with the review letter requirements.

5. The applicant shall provide 2 corrected sets of submittal documents for review and further comment if applicable.

6. When the plans have been determined to be in compliance with all applicable codes, the applicant shall submit 2 copies of clean plans (no red lines) and one disc containing the final plans in PDF format. The building official shall stamp both plan sets approved as a base plan and the plans shall be assigned a base plan number.

7. One set of the approved base plan shall be returned to the applicant. One set shall be retained on record at the building and fire safety division.

8. Upon payment of all outstanding fees, including the site specific building permit fee, and approval of the site specific building permit by the planning, engineering and operations divisions the building official/fire marshal shall issue a building permit for the site specific component.

C. Path C: New base plan from previously approved plans.

1. The applicant shall schedule an appointment with the building and fire safety division for a base plan application;

2. The applicant shall submit a complete base plan application and submittal documents, including one 11 x 17 copy of the previously approved plans bearing the City's approval stamp at the time of the appointment;

3. The applicant shall submit plan review and filing fees as set forth in a resolution adopted by the Council for this purpose;

4. The application and plans shall be reviewed by one reviewer. A plan review comment letter with the relevant comments shall be provided to the applicant, who shall revise the submittals in accordance with the review letter requirements.

5. The applicant shall provide 2 corrected sets of submittal documents for review and further comment if applicable.

6. When the plans have been determined to be in compliance with all applicable codes, the applicant shall submit 2 copies of clean plans (no red lines) and one disc containing the final plans in PDF format. The building official shall stamp both plan sets approved as a base plan and the plans shall be assigned a base plan number.

D. Application for a permit to build from an established base plan.

1. The applicant shall submit a complete application in accordance with 15.08.020.

2. The applicant shall submit all applicable fees as specified under Resolution 639.

3. The plans shall be reviewed for compliance with all applicable federal, state and local regulations and conformance with the referenced, approved base plans on file with the City.

4. Upon approval by the planning and public works divisions, the building official/fire marshal shall stamp the conforming plans approved and

notify the applicant that the permit and plans are ready to be issued upon payment of all outstanding fees.

15.07.080 Applicant Changes to base plans.

A. No applicant may make a change to an approved base plan, except the City may require changes in the plan if an error is detected.

B Any change to a base plan found during inspection will void the building permit issued for use of the base plan. If the permit is voided under this subsection, the holder of the permit shall re-apply for a new building permit, paying the building permit application fees for new construction. The applicant will be credited with 80 percent of the original permit fee. A new plan review fee as set forth in a resolution adopted by the Council for this purpose shall be paid and the base plan review fee will not be refunded.

C. A stop work order shall issue for any base plan project changed in accordance with B above. Construction shall not be allowed to continue until after issuance of a new building permit for the project.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2006.

CITY OF GIG HARBOR

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

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



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE CLARIFYING SEPA
APPEAL PROCEDURES
DATE: APRIL 24, 2006

INFORMATION/BACKGROUND

The City Attorney has recommended changes related to the State Environmental Policy Act (SEPA) by changing the appeal procedures for an administrative appeal of certain SEPA decisions to be consistent with Title 19 for processing of project permit applications. This change will also allow appeals of SEPA decisions relating to the legislative actions to be heard by the City Council, because the City Council is the final decision maker on legislative actions.

The City Attorney has prepared the Ordinance as presented.

RECOMMENDATION

I recommend that City Council approve the Ordinance as presented at the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE STATE ENVIRONMENTAL POLICY ACT, CHANGING THE APPEAL PROCEDURES FOR AN ADMINISTRATIVE APPEAL OF CERTAIN SEPA DECISIONS, TO BE CONSISTENT WITH TITLE 19 FOR PROCESSING OF PROJECT PERMIT APPLICATIONS, TO ELIMINATE AN UNNECESSARY APPEAL OF THE HEARING EXAMINER'S SEPA DECISION TO THE CITY COUNCIL, AND TO DIRECT ANY APPEAL OF A SEPA DECISION ON A LEGISLATIVE DECISION TO THE CITY COUNCIL.

WHEREAS, the State Environmental Policy Act (chapter 43.21C) allows the City to adopt procedures for administrative appeals of certain SEPA decisions; and

WHEREAS, the City has provided an appeal section in its SEPA Ordinance (Section 18.04.230); and

WHEREAS, the current appeal procedures are out-of-date because they allow an appeal to the City Council of the Hearing Examiner's decision on SEPA mitigation and project permit denials, even though Title 19 provides that the Hearing Examiner makes the final decision on most project permit applications; and

WHEREAS, the current procedures also require the Hearing Examiner to hold an appeal hearing and make the final decision on SEPA threshold determinations and EIS adequacy, regardless of whether the underlying action is a project permit application or a legislative decision (like a comprehensive plan amendment); and

WHEREAS, the City Council should instead be holding the appeal hearing and making the final decision on SEPA decisions relating to legislative action, because the City Council will be making the final decision on the legislative action; and

WHEREAS, the City's SEPA Responsible Official determined that this Ordinance is categorically exempt from SEPA, pursuant to WAC 197-11-800(19); and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____ 2006 and during its regular City Council meeting of _____, 2006; Now, Therefore,

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

Section 1. Section 18.04.230 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Section 18.04.230 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.230 Appeals.

The City establishes the following administrative appeal procedures under RCW 43.21C.075 and WAC 197-110-680:

A. Appealable Decisions.

1. Only the following decisions may be administratively appealed under this chapter: (a) Final threshold determination; (2) mitigation or failure to mitigate in the SEPA decision; (3) Final EIS; and (4) project denials.

2. If the City does not provide for a hearing or appeal on the underlying action/permit, then the SEPA administrative appeal on the decisions listed in Subsection 18.04.230(A)(1) above shall be the only hearing and appeal allowed on the underlying action/permit.

B. Notice of Decision.

1. In the Notice of Decision issued by the City pursuant to GHMC 19.05.009 and for every decision for which an appeal is available in this Section, the SEPA Responsible Official shall give official notice of the date and place for commencing an appeal. The notice shall include:

a) Notice that the SEPA issues must be appealed within the time limit set by statute or ordinance for appealing the underlying governmental action;

b) The time limit for commencing the appeal of the underlying governmental action and SEPA issues, and the statute or ordinance establishing the time limit;

c) Where the appeal may be filed.

2. Written notice shall be provided to the applicant, all parties to any administrative appeal and all persons who have requested notice of decisions concerning the project. Such notice may be appended to the permit, the decision documents, the SEPA compliance documents or may be printed separately.

C. Timing of Appeal. The appeal shall take place prior to the City's final decision on a proposed action. However, the SEPA appeal hearing may be consolidated with any other hearing on the underlying permit or action.

D. Number of Appeals: Only one administrative appeal to the City is allowed of the decisions listed in Subsection 18.04.170(A) above.

E. Consolidated Appeals. If the underlying action/permit requires a hearing, any SEPA appeal shall be consolidated with the hearing or appeal of the underlying action/permit into one simultaneous hearing, with the exception of the following:

1. An appeal of a determination of significance (DS);
2. An appeal of a procedural determination made by the City when the City is a project proponent, or is funding a project, and chooses to conduct its review under SEPA, including any appeals of its procedural determinations, prior to submitting an application for a project permit. Subsequent appeals of substantive determinations by an agency with jurisdiction over the proposed project shall be allowed under the SEPA appeal procedures of the agency with jurisdiction;
3. An appeal of a procedural determination made by the City on a nonproject action; and
4. An appeal to the City Council under RCW 43.21C.060.

F. Timing of Appeal.

1. *SEPA Decision issues at the same time as underlying action.* An appeal of a SEPA decision that issued at the same time as the decision on a project action shall be filed within fourteen days (14) days after issuance of a notice of decision under GHMC 19.05.009 (or RCW 36.70B.130), or after notice that a decision has been made and is appealable.

2. *SEPA Decision allows Public Comment.* For a DNS or MDNS for which public comment is required (under this chapter) the appeal period shall be extended for an additional seven days.

3. *SEPA Threshold Decision issues prior to decision on underlying action.* An appeal of a threshold decision issued prior to a

decision on a project action shall be filed within fourteen (14) days after notice that the decision has been made and is appealable.

G. Consideration of SEPA Responsible Official's Decision. Procedural determinations made by the SEPA Responsible Official shall be entitled to substantial weight by the hearing examiner or city council in an appeal.

H. Administrative Record. An administrative record of the appeal must be provided, and the record shall consist of the following:

- a. Findings and conclusions;
- b. Testimony under oath; and
- c. A taped or written transcript. (The City may require that the appellant provide an electronic transcript.)

I. Exhaustion of Administrative Remedies. The City's administrative appeal procedure must be used before anyone may initiate judicial review of any SEPA issue for which the City allows an appeal in this Section.

J. Content of Appeal. Every appeal must be in writing, and must include the following:

1. The applicable appeal fee, as established by Resolution of the City Council;
2. Appellant's name, address and phone number;
3. A statement describing the appellant's standing, or why the appellant believes that he or she is aggrieved by the decision appealed from;
4. Identification of the application and decision which is the subject of the appeal;
5. Appellant's statement of grounds for appeal and the facts upon which the appeal is based with specific references to the facts in the record;
6. The specific relief sought;
7. A statement that the appellant has read the appeal and believes the content to be true, followed by the appellant's signature.

K. Timeliness of Appeals. On receipt of a written notice of appeal, the SEPA Responsible Official shall forward the appeal to the hearing examiner or city council (whichever is the hearing officer/body on the appeal), who shall determine whether the appeal is timely prior to the scheduling of any appeal hearing or consolidated open record hearing on an underlying project permit. A written decision will issue if the appeal is untimely and the appeal will not proceed.

L. Hearing Examiner Appeals.

1. *Jurisdiction.* All administrative appeals relating to project permit applications or any type of quasi-judicial or ministerial development applications that are not appealable to the City Council (pursuant to GHMC Section 19.01.003) shall be heard by the Hearing Examiner.

2. *Hearing.* The Hearing Examiner shall hold an open record public hearing on the appeal, as provided in chapter 19.05 GHMC.

3. *Date for Issuance of Decision.* The hearing examiner shall issue a decision on the appeal within the time period set forth in GHMC Section 19.05.008, unless a longer period is agreed to in writing by the applicant and hearing examiner.

4. *Appeals of Hearing Examiner's Decision.* The hearing examiner's decision on the timeliness of an appeal within his/her jurisdiction, and any other appeals allowed under this subsection within his/her jurisdiction shall be the final decision of the City. The hearing examiner's decision shall state that any appeal of the final decision shall be filed in Pierce County Superior Court (pursuant to chapter 36.70C RCW), or the Shorelines Hearings Board.

M. City Council Appeals.

1. *Jurisdiction.* The City Council shall hear all administrative appeals relating to legislative actions and applications. In addition, the City Council shall hear appeals relating to any other applications that are appealable to the City Council (pursuant to GHMC Section 19.01.003).

2. *Hearing.* For all legislative actions and applications, the City Council shall hold an open record hearing (chapter 19.05 GHMC). For any appeals relating to applications appealable to the City Council (pursuant to GHMC Section 19.01.003), the City Council shall hold a closed record hearing (chapter 19.06 GHMC).

3. *Record on Appeal.* There are no restrictions on the evidence and testimony received by the Council for an appeal relating to legislative actions and applications. For any other type of appeal, the City Council shall follow the requirements of chapter 19.06 GHMC for closed record appeals.

4. *Appeals of City Council's Decision.* The City Council's decision on the timeliness of an appeal within its jurisdiction and any other appeals allowed under this subsection within its jurisdiction shall be the final decision of the City. The City Council's decision shall state that any appeal of the final decision may be filed in Pierce County Superior Court within 21 days of issuance or the Growth Management Hearings Board.

N. Judicial Appeals.

1. When SEPA applies to a decision, any judicial appeal of that decision potentially involves both those issues pertaining to SEPA

and those which do not. This Section and RCW 43.21C.075 establish the time limits for raising SEPA issues, but existing statutes of limitation control the appeal of non-SEPA issues.

2. Appeals of the City's final decision shall be filed in superior court, but appellants must follow RCW 43.21C.075(6)(c), which provides that "judicial review under chapter 43.21C RCW shall without exception be of the governmental action together with its accompanying environmental determinations," which contemplates a single lawsuit.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 04/20/06

PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

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

On _____, 2006 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE STATE ENVIRONMENTAL POLICY ACT, CHANGING THE APPEAL PROCEDURES FOR AN ADMINISTRATIVE APPEAL OF CERTAIN SEPA DECISIONS, TO BE CONSISTENT WITH TITLE 19 FOR PROCESSING OF PROJECT PERMIT APPLICATIONS, TO ELIMINATE AN UNNECESSARY APPEAL OF THE HEARING EXAMINER'S SEPA DECISION TO THE CITY COUNCIL, AND TO DIRECT ANY APPEAL OF A SEPA DECISION ON A LEGISLATIVE DECISION TO THE CITY COUNCIL.

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 _____, 2006.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE CLARIFYING THE
PROCEDURE FOR PERMIT PROCESSING
DATE: APRIL 24, 2006

INFORMATION/BACKGROUND

The City Attorney has recommended changes related to project permit processing including clarifying the procedure for submission; acceptance; determinations of completeness; requests for additional information; lapsing of incomplete applications; prohibiting the "holding"; and cessation of processing of any applications, even if the request for such "holding" is made by the applicant.

The City Attorney has prepared the Ordinance as presented.

RECOMMENDATION

I recommend that City Council approve the Ordinance as presented at the second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROJECT PERMIT PROCESSING, CLARIFYING THE PROCEDURE FOR SUBMISSION, ACCEPTANCE, DETERMINATIONS OF COMPLETENESS, REQUESTS FOR ADDITIONAL INFORMATION, LAPSING OF INCOMPLETE APPLICATIONS, PROHIBITING THE “HOLDING” AND CESSATION OF PROCESSING OF ANY APPLICATIONS, EVEN IF THE REQUEST FOR SUCH “HOLDING” IS MADE BY THE APPLICANT.

WHEREAS, the City’s procedures for project permit processing are described in title 19 GHMC, and follow the requirements in chapter 36.70B RCW; and

WHEREAS, the City is required to process applications within certain time periods established by state law and City ordinance; and

WHEREAS, the City has adopted a concurrency ordinance that requires a finding that the development or activity described in the project permit application be concurrent with the City’s road facilities and water availability; and

WHEREAS, in situations where there is no concurrency on the City’s road system, applicants have requested that the City “hold” their applications indefinitely, in the apparent hope that the necessary road facilities will be constructed in the future; and

WHEREAS, such construction of the necessary road facilities may not occur until years in the future; and

WHEREAS, the City cannot “hold” applications indefinitely, providing applicants with the ability to vest rights to development regulations that existed at the time the application was determined complete; and

WHEREAS, to clarify this process, the code will be amended to describe the procedure for handling applications where concurrency is not available; and

WHEREAS, the City’s SEPA Responsible Official determined that this ordinance is categorically exempt under WAC 197-11-800(23); and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____ 2006 and at its regular City Council meeting of _____, 2006; Now, Therefore,

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

Section 1. Section 19.02.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.02.003 Submission and acceptance of application.

A. Submission of project permit application and associated concurrency application. Every project permit application must be accompanied by a concurrency application (under chapter 19.10 GHMC), unless the development described in the application is exempt under Part I of chapter 19.10 GHMC. The Planning Department shall immediately forward the concurrency application to the Public Works/Engineering Department for processing. The Planning Department shall then determine whether or not the project permit application is complete, following the procedures in this section.

B. The Public Works/Engineering Department shall notify the Planning Department within 28 days after initial receipt of the applications, whether the concurrency application is complete or incomplete. The Planning Department shall not make a finding that the project permit application is complete under this section unless and until notified by the Public Works/Engineering Department that the concurrency application is complete.

C. Determination of completeness. Within 28 days after receiving a project permit application, the City shall mail or personally deliver to the applicant a determination which states either: (1) that the application is complete; or (2) that the application is incomplete and what is necessary to make the application complete.

D. Identification of Other Agencies with Jurisdiction. To the extent known by the City, other agencies with jurisdiction over the project shall be identified in the determination of completeness.

E. Additional information. A project permit application is complete for the purposes of this section when it meets the

submission requirements of GHMC 19.02.002, the submission requirements of the applicable development regulations, and when the Public Works/Engineering Department has determined that a complete concurrency application has been submitted. The determination of completeness shall be made when the application is sufficiently complete for review, even though additional information may be required or project modifications may be undertaken subsequently. The director's determination of completeness shall not preclude the director's ability to request additional information or studies whenever new information is required, or substantial changes are made to the proposed project.

F. Incomplete applications.

1. Whenever the applicant receives a determination from the City that an application is not complete for either a project permit or concurrency application, the applicant shall have 90 days to submit the necessary information. Within 14 days after an applicant has submitted the requested additional information, the director shall make a determination of completeness and notify the applicant in the manner provided in subsection A-C of this section.

2. If the applicant does not submit the additional information requested within the 90 day period, for either the project permit or concurrency application, the director shall make findings and issue a decision, according to the Type I procedure described in GHMC 19.10.003, that the application has lapsed for lack of information necessary to complete the review. The decision shall state that no further action will be taken on the applications, and that if the applicant does not make arrangements to pick up the application materials from the Planning and/or Public Works/Engineering Departments within 30 days from the date of the decision, that the application materials will be destroyed.

3. When the director determines that an application has lapsed because the applicant has failed to submit required information within the necessary time period, the applicant may request a refund of the application fee remaining after the City's determination of completeness.

G. Director's Failure to Provide Determination of Completeness. A project permit application shall be deemed complete under this section if the director does not provide a written determination to the applicant that the application is incomplete as provided in subsection A-C of this section. This subsection G shall not apply to a concurrency application.

H. Date of Acceptance of Application. Project permit and concurrency applications shall not be officially accepted until complete. When an application is found complete, the director shall accept it and note the date of acceptance for continued processing.

I. After acceptance, the City shall begin processing the applications. Under no circumstances shall the City place any applications on "hold" to be processed at some later date, even if the request for the "hold" is made by the applicant, and regardless of the requested length of the "holding" period.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 4/20/06
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

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

On _____, 2006 the City Council of the City of Gig Harbor, Washington, approved Ordinance No.____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROJECT PERMIT PROCESSING, CLARIFYING THE PROCEDURE FOR SUBMISSION, ACCEPTANCE, DETERMINATIONS OF COMPLETENESS, REQUESTS FOR ADDITIONAL INFORMATION, LAPSING OF INCOMPLETE APPLICATIONS, PROHIBITING THE "HOLDING" AND CESSATION OF PROCESSING OF ANY APPLICATIONS, EVEN IF THE REQUEST FOR SUCH "HOLDING" IS MADE BY THE APPLICANT.

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 _____, 2006.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISURAK, PE, CITY ENGINEER
SUBJECT: FIRST READING OF AN ORDINANCE RELATING TO
VARIOUS AMENDMENTS TO THE CITY'S CONCURRENCY
MANAGEMENT SYSTEM
DATE: APRIL 24, 2006

INFORMATION/BACKGROUND

The City Attorney has recommended changes related to concurrency with the City's transportation, water, and sewer system; adding the requirement for a certificate of concurrency associated with sewer for development and utility extension agreements; changing the appeal procedure for denial of concurrency to allow an administrative appeal before the appeal on the underlying permit; clarifying that all mitigation and conditions on the concurrency determinations be included in the SEPA threshold decision on the underlying permit; amending various sections of Chapter 19 of the Gig Harbor Municipal Code; and repealing Section 19.10.022 of the Gig Harbor Municipal Code.

The City Attorney has prepared the Ordinance as presented.

RECOMMENDATION

I recommend approval of the Ordinance as presented at the second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CONCURRENCY WITH THE CITY'S TRANSPORTATION, WATER AND SEWER SYSTEM, ADDING THE REQUIREMENT FOR A CERTIFICATE OF CONCURRENCY ASSOCIATED WITH SEWER FOR DEVELOPMENT APPLICATIONS AND UTILITY EXTENSION AGREEMENTS, ADDING THE REQUIREMENT FOR WATER AND TRANSPORTATION CONCURRENCY CERTIFICATES FOR UTILITY EXTENSION AGREEMENTS, CHANGING THE APPEAL PROCEDURE FOR DENIAL OF CONCURRENCY TO ALLOW AN ADMINISTRATIVE APPEAL BEFORE THE APPEAL ON THE UNDERLYING PERMIT, CLARIFYING THAT ALL MITIGATION AND CONDITIONS ON CONCURRENCY DETERMINATIONS SHALL BE INCLUDED IN THE SEPA THRESHOLD DECISION ON THE UNDERLYING PERMIT; AMENDING SECTIONS 19.01.001, 19.01.002, 19.10.003, 19.10.004, 109.10.010, 19.10.005, 19.10.006, 19.10.007, 19.10.008, 19.10.009, 19.10.011, 19.10.012, 19.10.013, 19.10.014, 19.10.015, 19.10.016, 19.10.017, 19.10.018, 19.10.019, 19.10.020, 19.10.021, 19.10.022, 19.10.023, 19.10.024, 19.10.025, 19.10.026, REPEALING SECTION 19.10.022 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the Growth Management Act ("GMA") contemplates "concurrency," in the sense that adequate public facilities must be available when the impacts of new development occur; and

WHEREAS, "available public facilities" are defined in GMA to mean that facilities or services are in place or that a financial commitment is in place to provide the facilities or services within a specified time (WAC 365-195-220); and

WHEREAS, "adequate public facilities" are defined in GMA to mean facilities which have the capacity to serve development without decreasing levels of service below locally established minimums; and

WHEREAS, "levels of service" are defined in GMA to mean an established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need; and

WHEREAS, the City operates a waste water treatment plant (WWTP) and provides sewer service to customers; and

WHEREAS, the WWTP has limited capacity to treat waste water, and in order to increase capacity to handle more waste water, the City must construct improvements to the WWTP; and

WHEREAS, the City discharges the effluent from the waste water treatment plant into Gig Harbor Bay, but has plans to construct the necessary facilities to discharge into Puget Sound; and

WHEREAS, in order for the City to discharge effluent into the waters of the State, the City is required to obtain a permit from the State of Washington under RCW 90.48.162 and 90.48.165; and

WHEREAS, such permit (NPDES permit) is limited as to the volume of the wastes and character of effluent; and

WHEREAS, the State may revoke the permit or impose fines on the City, if the permit limits/levels are exceeded; and

WHEREAS, because the City's WWTP has limited capacity, and the City cannot exceed the limits/levels established in the NPDES permit issued by the State without severe consequences, the City Council finds that it is in the best interests of the citizens of Gig Harbor to adopt a sewer concurrency program, similar to the traffic and water concurrency program adopted in Chapter 19.10 GHMC, for consistency with GMA and for

the purpose of capacity monitoring, allocation and reservation of water in the City's sewer system; and

WHEREAS, the procedure in the existing concurrency program does not address the interface between the concurrency determination and SEPA mitigation in a SEPA threshold decision; and

WHEREAS, the appeal procedure in the existing concurrency program currently requires that an appeal of the concurrency determination must proceed in tandem with an appeal of the underlying permit; and

WHEREAS, in many instances, a denial of concurrency will result in a denial of the underlying permit application, but if there is no concurrency, there is no need for the City staff to review and process the underlying permit application on the merits to the point of a final decision; and

WHEREAS, needs to be changed so that an appeal of the concurrency determination may proceed prior to an appeal of the denial of the underlying permit; and

WHEREAS, the procedures regarding concurrency need to be changed to address concurrency mitigation so that such mitigation will be coordinated with any SEPA threshold determination on the underlying permit; and

WHEREAS, the City's SEPA Responsible Official has made a determination that this Ordinance is categorically exempt from SEPA under WAC 197-11-800(2__); and

WHEREAS, on _____, the Gig Harbor City Council considered this Ordinance during a regular meeting; and

WHEREAS on _____, the Gig Harbor City Council held a public hearing on this Ordinance; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO

ORDAIN AS FOLLOWS:

Section 1. Chapter 19.10 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**CHAPTER 19.10
CONCURRENCY MANAGEMENT**

I. OVERVIEW AND EXEMPTIONS

19.10.001. Purpose. The purpose of this Chapter is to implement the concurrency provisions of the Transportation and Utilities Elements of the City's Comprehensive Plan, and the Water and Sewer Comprehensive Plans, in accordance with RCW 36.70A.070(6)(e), consistent with WAC 365-195-510 and 365-195-835. No development permit shall be issued except in accordance with this Chapter, which shall be cited as the Concurrency Management Ordinance.

19.10.002. Authority. The Director of Community Development Public Works, or his/her designee, shall be responsible for implementing and enforcing the Concurrency Management Ordinance.

19.10.003. Exempt Development.

A. No development activity (as defined in Chapter 19.14 GHMC) shall be exempt from the requirements of this chapter unless the permit is listed below. The following types of permits are not subject to the capacity reservation certificate (CRC) process because they do not create additional long-term impacts on road facilities or sewer capacity in the City's waste water treatment plant, or water capacity in the City's water system:

1. Administrative interpretations
2. Sign permit
3. Street vacation
4. Demolition permit
5. Street Use Permit
6. Interior alterations with no change of use
7. Excavation/clearing permit
8. Hydrant use permit
9. Right of Way Permit
10. Single family remodeling with no change of use
11. Plumbing permit
12. Electrical permit
13. Mechanical permit
14. Excavation permit
15. Sewer connection permit
16. Driveway or street access permit

17. Grading permit
18. Tenant improvement permit
19. Fire code permit
20. Design review approval

Notwithstanding the above, if any of the above permit applications will generate any new p.m. peak hour trips, require additional sewer capacity, or increase water consumption, such application shall not be exempt from the requirements of this chapter.

B. 1. Traffic. This Chapter shall apply to all development applications for development or re-development if the proposal or use will generate any new p.m. peak hour trips. ~~3-~~ If the new permit application will generate more than 15 new p.m. peak-hour trips, a transportation

2. Water. This Chapter shall apply to all development applications or outside City limits utility extension agreements (under chapter 13.34 GHMC) for development or redevelopment if the proposal or use requires water, from the City's water system, In addition, this Chapter shall apply to existing developments to the extent that the property owner requires water for a use not disclosed on a previously submitted water service application under GHMC 13.02.030 or a previously submitted application for a capacity reservation certificate.

3. Sewer. This Chapter shall apply to all development applications or outside City limits utility extension agreements (under chapter 13.34 GHMC) for development or redevelopment if the proposal or use requires sewer from the City's Sewer System. In addition, this Chapter shall apply to existing developments to the extent that the property owner requires sewer for a use not disclosed on a previously submitted request for sewer service or a previously submitted application for a capacity reservation certificate.

19.10.004. Capacity Evaluation Required for Change of Use. Except for development exempt under GHMC 19.10.003, any development activity, as defined in the definition section of this Chapter, shall require a capacity evaluation in accordance with this Chapter.

A. Increased Impact on Road Facilities, and/or the City's Water System, and/or the City's Waste Water Treatment Plant. If a change of use will have a greater impact on road facilities and/or the City's water system, and/or the City's Sewer System than the previous use as determined by the Director based on review of information submitted by the Developer, and such supplemental information as available, a CRC shall be required for the net increase only, provided that the Developer shall provide reasonably sufficient evidence that the previous use has been actively maintained on the site during the five (5) year period prior to the date of application for the capacity evaluation.

B. Decreased Impact on Road Facilities and/or the City's Water System, and/or the City's Sewer System. If a change of use will have an equal or lesser impact on road facilities and/or the City's water system and/or the City's Sewer System than the previous

use as determined by the Director based on review of information submitted by the Developer, a CRC will not be required.

C. No Capacity Credit. If no use existed on the site for the five (5) year period prior to the date of application, no capacity credit shall be issued pursuant to this section.

D. Demolition or Termination of Use. In the case of a demolition or termination of an existing use or structure, the capacity evaluation for future redevelopment shall be based upon the net increase of the impact on road facilities or the City's water or sewer system for the new or proposed land use as compared to the land use existing prior to demolition, provided that such credit is utilized through a CRC, within five (5) years of the date of the issuance of the demolition permit.

19.10.010. 19.10.005. Capacity Evaluations Required for Rezone Applications or Comprehensive Plan Amendments Requesting an Increase in Extent or Density of Development. A capacity evaluation shall be required as part of any application for a comprehensive plan amendment or zoning map amendment (rezone) which, if approved, would increase the intensity or density of permitted development. As part of that capacity evaluation, the Director shall determine whether capacity is available to serve both the extent and density of development which would result from the zoning/comprehensive plan amendment. The capacity evaluation shall be submitted as part of the staff report and shall be considered by the City in determining the appropriateness of the comprehensive plan or zoning amendment.

19.10.005 19.10.006 All Capacity Determinations Exempt from Project Permit Processing. The determinations made by the Director processing of applications pursuant to the authority in this Chapter shall be exempt from project permit processing procedures, as described in this Title, except that the appeal procedures of GHMC Title 19 shall apply as specifically indicated herein pursuant to Part VIII of this chapter. The City's processing of capacity determinations and resolving capacity disputes involves a different review procedure due to the necessity to perform continual monitoring of facility and service needs, to ensure continual funding of facility improvements, and to develop annual updates to the transportation and utilities elements of the comprehensive plan.

II. LEVEL OF SERVICE STANDARDS

19.10.006. Introduction. The concept of concurrency is based on the maintenance of specified levels of service through capacity monitoring, allocation and reservation procedures. Concurrency describes the situation in which water, sewer and/or road facilities are available when the impacts of development occur. For road facilities, this time period is statutorily established as or within six (6) years from the time of development. (See, RCW 36.70A.070(6)(C), WAC 365-195-210, definition of "available public facilities.")

A. Roads. The City has designated levels of service for road facilities in its transportation comprehensive plan:

1. to conform to RCW 47.80.030 for transportation facilities subject to regional transportation plans;
2. to reflect realistic expectations consistent with the achievement of growth aims;
3. for road facilities according to WAC 365-195-325; and
4. to prohibit development if concurrency for road facilities is not achieved (RCW 36.70A.070), and if sufficient public and/or private funding cannot be found, land use assumptions in the City's Comprehensive Plan will be reassessed to ensure that level of service standards will be met, or level of service standards will be adjusted.

B. Water. The City has a permitted withdrawal volume of water issued by the Department of Ecology. Level of Service as it relates to water is defined in the Water Element of the City's Comprehensive Plan as the ability to provide potable water to the consumer for use and fire protection. The ability to provide this water supply is bound limited by the water permit from the Department of Ecology.

C. Sewer. The City is required to obtain a permit from the Department of Ecology in order to discharge effluent into the waters of the State. This permit is limited by levels and volume. Level of service as it relates to sewer is defined in the City's Sewer Comprehensive Plan as the ability to provide sanitary sewer services to the consumer for use, treatment at the City's waste water treatment plant, and discharge into Puget Sound. The City's ability to provide such service is limited by the physical capacity of the City's waste water treatment plant as well as the NPDES permit issued by the Department of Ecology.

19.10.007. Level of Service Standards. Level of Service (LOS) is the established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need, as mandated by Chapter 36.70A RCW. LOS standards shall be used to determine if public facilities or services are adequate to support a development's impact. The City's established LOS for roads within the city limits shall be as shown in the Transportation Element of the City's Comprehensive Plan.

19.10.008. Effect of LOS Standards. The Director shall use the LOS standards set forth in the Transportation Element of the City's Comprehensive Plan to make concurrency evaluations as part of the review of any application for a Transportation CRC issued pursuant to this Chapter. The Director shall use the existing water rights as permitted by the Department of Ecology and as identified in the Water Utilities Element of the City's Comprehensive Plan to make concurrency evaluations as part of the review of any application for a Water CRC issued pursuant to this Chapter. In order to make a concurrency determination for sewer, the Director shall use the limits and levels established in the City's NPDES permit from the Department of Ecology, and evaluate the remaining capacity in the City's waste water treatment plant.

III. CAPACITY EVALUATIONS

19.10.009. Capacity Evaluations Required Prior to Issuance of CRC.

A. When the Requirements of this Chapter Apply. A capacity evaluation for transportation, water or sewer shall be required for any of the non-exempt activities identified in Part I of this Chapter.

~~1. Roads. A Transportation capacity evaluation application shall be required either in conjunction with or prior to the City's consideration of any development permit application depending on the time that the applications are filed, unless specifically exempted by this Chapter.~~

~~2. Water. A Water capacity evaluation application shall be required in conjunction with the City's consideration of any development permit application, unless specifically exempted by this Chapter.~~

~~3. B.~~ The Director shall utilize requirements set forth in Part V to conduct a capacity evaluation, prior to issuance of a CRC. In addition to the requirements set forth in Part V, and specifically in GHMC 19.10.012, the Director may also utilize state law or the Washington Administrative Code, or such other rules regarding concurrency which may be established from time to time by administrative rule. In cases where LOS standards do not apply, the Director shall have the authority to utilize other factors in preparing capacity evaluations to include, but not be limited to, independent LOS analysis.

B. Capacity Reservation Certificates. A CRC will not be issued except after a capacity evaluation performed pursuant to Part V, indicating that capacity is available in all applicable road facilities and/or within the City's water or sewer system.

IV. SUBMISSION AND ACCEPTANCE OF APPLICATION

19.10.011. Water and Roads: Application for Capacity Evaluation.

A. An application for a CRC and the application for the underlying development permit, or other activity shall be accompanied by the requisite fee, as determined by City Council Resolution. An applicant for a CRC shall submit the following information to the Director, on a form provided by the Director together with a development application:

1. Date of submittal.
2. Developer's name, address and telephone number.
3. Legal description of property as required by the underlying development permit application together with an exhibit showing a map of the property.
4. Proposed use(s) by land use category, square feet and number of units.
5. Phasing information by proposed uses, square feet and number of units, if applicable.
6. Existing use of property.
7. Acreage of property.
8. Proposed site design information, if applicable.

9. Traffic report prepared by a licensed professional engineer who is practicing as a traffic engineer; (Only for Transportation CRC).
10. The applicant's proposed mitigation (if any) for the impact on the City's transportation facilities.
11. Written consent of the property owner, if different from the developer.
12. Proposed request of capacity by legal description, if applicable.
13. Purpose for which water is required. (Only for Water CRC).
14. Purpose for which sewer is required. (Only for Sewer CRC).

B. Roads. Even if the traffic report is based on an estimation of impact, the applicant will still be bound by its estimation of impact, and any upward deviation from the estimated traffic impact shall require at least one of the following: a finding that the additional concurrency sought by the developer through a revised application is available to be reserved by the project; mitigation of the additional impact under SEPA; revocation of the CRC.

19.10.012. Submission and acceptance of an application for a CRC.

A. Notice of Application. Issuance of a Notice of Application for the underlying permit application shall be handled by the Planning staff, following the process in GHMC Sec.19.02.004. The Notice of Application required by GHMC Sec.19.02.004 shall state that an application for a concurrency determination has been received by the City.

B. Determination of Completeness. The Planning staff shall immediately forward all CRC applications received with development applications to the Public Works/Engineering staff. Within 28 days after receiving an application for a CRC, the City Public Works/Engineering staff shall mail or personally deliver to the applicant a determination which states either: (1) that the concurrency application is complete; or (2) that the concurrency application is incomplete and what is necessary to make the application complete.

C. Additional Information. An application for a CRC is complete for purposes of ~~this section~~ initial processing when it meets the submission requirements in GHMC 19.10.011. The Determination of Completeness shall be made when the application is sufficiently complete for review even though additional information may be required or project modifications may be undertaken subsequently. The Director's Determination of Completeness shall not preclude the Director's ability to request additional information or studies.

D. Incomplete Applications.

1. ~~Whenever the applicant receives a determination from the City issues a determination that either the CRC or the underlying development application is not complete, the CRC application shall be handled in the same manner as a project permit application under GHMC Section _____.~~ ~~the application shall be given a "non-active" status, and will not be processed by the City. The City may process other applications submitted after "non-active" applications. Within 14 days after an applicant has submitted~~

~~the requested additional information, the Director shall make a Determination of Completeness for the CRC or discuss the completeness of the underlying application with the Planning Director, and notify the applicant in the manner provided in subsection A of this section. Once the CRC and the underlying development application is complete, the City will remove the "non-active" status, and begin processing the CRC application.~~

~~2. If the applicant does not submit the additional information requested within 90 days, the Director shall make findings and issue a decision that the application has lapsed for lack of information necessary to complete the review, and the applicant may request a refund of the application fee remaining after the City's Determination of Completeness. The City has no obligation to (a) hold any application materials beyond this date, (b) to notify the applicant that this 90 day period has lapsed, or (c) notify the applicant that the application has expired.~~

E. 2. Date of Acceptance of Application. An application for a CRC shall not be officially accepted or processed until it is complete and the underlying development application has been determined complete. When an application is determined complete, the Director shall accept it and note the date of acceptance.

V. PROCEDURE FOR DETERMINING CAPACITY

19.10.013. Method of Capacity Evaluation.

A. In order to determine concurrency for the purposes of issuance of a Transportation CRC, the Director shall make the determination described in Subsection B below. ~~A. above.~~ In order to determine concurrency for the purpose of issuance of a Water CRC, the Director shall make the determination described in Subsection C below. ~~B. above.~~ The Director may deem the development concurrent with road facilities or the City's water system, with the condition that the necessary facilities or services shall be available when the impacts of the development occur or shall be guaranteed to be available through a financial commitment in an enforceable development agreement (which shall be in a form approved by the city attorney). In no event shall the Director determine concurrency for a greater amount of capacity than is needed for the development proposed in the underlying permit application.

B. Road Facilities.

1. In performing the concurrency evaluation for road facilities, and to prepare the Transportation CRC, the Director shall determine whether a proposed development can be accommodated within the existing or planned capacity of road facilities. This shall involve the following:

a. a determination of anticipated total capacity at the time the proposed impacts of development occur;

- b. calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;
- c. calculation of the available capacity for the proposed development;
- d. calculation of the impact on the capacity of the proposed development, minus the effects of any mitigation identified by the applicant to be provided by the applicant at the applicant's cost; and
- e. comparison of available capacity with proposed development impacts.

2. The Director shall determine if the capacity of the City's road facilities, less the capacity which is reserved can be provided while meeting the level of service performance standards set forth in the City's Comprehensive Plan, and, if so, shall provide the applicant with a Transportation CRC. The Director's determination will be based on the application materials provided by the applicant, which must include the applicant's proposed mitigation for the impact on the City's transportation facilities.

C. Water.

1. In performing the concurrency evaluation for water, and to prepare the Water CRC, the Director shall determine whether a proposed development can be accommodated within the existing or planned capacity of the City water system. This shall involve the following:

- a. a determination of anticipated total capacity at the time the proposed impacts of development occur;
- b. calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;
- c. calculation of the available capacity for the proposed development;
- d. calculation of the impact on the capacity of the proposed development, minus the effects of any mitigation provided by the applicant; and
- e. comparison of available capacity with proposed development impacts.

2. The Director shall determine if the capacity of the City's water facility, less the capacity which is reserved can be provided while remaining within the City's permitted water rights for withdrawal volume, and if so, shall provide the applicant with a Water CRC.

D. Sewer.

1. In performing the concurrency evaluation for sewer, and to prepare the sewer CRC determination, the director shall determine whether a proposed development can be accommodated within the existing or planned capacity of the City's sewer system. This shall involve the following:

a. A determination of anticipated total capacity at the time the proposed impacts of development occur;

b. Calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;

c. Calculation of the available capacity for the proposed development;

d. Calculation of the impact on the available capacity for the proposed development, minus the effects of any mitigation provided by the applicant; and

e. Comparison of available capacity with proposed development impacts.

2. The director shall determine if the capacity of the City's waste water treatment plant, less the capacity which is reserved, can be provided while remaining within the City's NPDES permit for discharge volumes and levels, and if so, shall provide the applicant with a sewer CRC.

D. E. Lack of Concurrency.

1. Roads. If the Director determines that the proposed development will cause the LOS of a City-owned road facility to decline below the standards adopted in the Transportation Element of the City's Comprehensive Plan, and improvements or strategies to accommodate the impacts of development are not planned to be made concurrent with development, a Transportation CRC and the underlying development permit, if such an application has been made, shall be denied, ~~pursuant to GHMC Section 19.10.018 and any other provisions of Title 19 that may be applicable to denial of the underlying development permit.~~

2. Water. If the Director determines that there is no capacity available in the City's water system to provide water for a proposed project, and improvements or strategies to accommodate the impacts of development are not planned to be made concurrent with development, the Director shall deny the Water CRC. The City has the discretion allowed under the Gig Harbor Municipal Code to deny the underlying development application, depending on the applicant's ability to provide water for the proposed project from another source.

~~3. Appeals of the Director's denial of a CRC may be filed pursuant to Part VIII of this chapter.~~

VI. CAPACITY RESERVATION CERTIFICATES (CRCs)

19.10.014. Purpose of Capacity Reservation Certificate.

A. A Transportation CRC is a determination by the Director that: (1) the proposed development identified in the CRC application does not cause the level of service on a City-owned road facility to decline below the standards adopted in the transportation element of the City's comprehensive plan, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. ~~the proposed development activity or development phase will be concurrent with the applicable road facilities at the time the Transportation CRC is issued; and (2) Upon issuance of a road CRC, the Director has~~ will reserved road facility capacity for this application until the expiration of the underlying development permit or as otherwise provided in GHMC Section 19.10.020.

B. A Water CRC is a determination by the Director that: (1) the proposed development identified in the CRC application does not exceed the City's existing water rights or the limits of any State-issued permit, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. Upon issuance of a Water CRC, the Director will reserve water capacity for the application until the expiration of the underlying development permit or as otherwise provided in GHMC Section 19.10.020, or as set forth in the outside City limits utility extension agreement.

C. A Sewer CRC is a determination by the Director that: (1) the proposed development identified in the CRC application does not exceed the City's existing NPDEA permit limits or the existing capacity in the City's waste water treatment plant, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. Upon issuance of a Sewer CRC, the Director will reserve sewer capacity for the application until the expiration of the underlying development permit or as otherwise provided in GHMC Section 19.10.020 or as set forth in the outside City limits utility extension agreement.

D. The factors affecting available water or sewer capacity or availability may, in some instances, lie outside of the City's control. The City's adoption of this chapter relating to the manner in which the City will make its best attempt to allocate water or sewer capacity or availability does not create a duty in the City to provide water or sewer service to the public or any individual, regardless of whether a Water or Sewer CRC has been issued. Every Water Availability Certificate and Water or Sewer CRC shall state on its face that it is not a guarantee that water and/or sewer will be available to serve the proposed project. ~~In no event shall the Director determine concurrency for a greater amount of capacity than is needed for the development proposed in the underlying permit application.~~

19.10.015. Procedure for Capacity Reservation Certificates. Within ninety (90) days After receipt of a complete application for a CRC, the Director shall process the application, in accordance with this Chapter, and issue the CRC or a Denial Letter.

19.10.016. Use of Reserved Capacity. When a valid development permit is issued for a project possessing a CRC, the CRC shall continue to reserve the capacity unless the development permit lapses or expires without the issuance of a Certificate of Occupancy. For outside City limits utility extension agreements, capacity shall be reserved as set forth in the agreement between the parties.

19.10.017. Transfer of Reserved Capacity. Reserved capacity shall not be sold or transferred to property not included in the legal description provided by the ~~developer~~ applicant in the application for a CRC. The ~~developer~~ applicant may, as part of a development permit application, designate the amount of capacity to be allocated to portions of the property, such as lots, blocks, parcels, or tracts included in the application. Capacity may be reassigned or allocated within the boundaries of the original reservation certificate by application to the Director. At no time may capacity or any certificate be sold or transferred to another party or entity to real property not described in the original application.

19.10.018. Denial Letter.

~~A. Roads: If the Director determines that there is a lack of concurrency under the above provisions, that one or more road facilities are not concurrent, the Director shall issue a denial letter, which shall advise the applicant that capacity is not available. If the applicant is not the property owner, the Denial Letter shall also be sent to the property owner. At a minimum, the Denial Letter shall identify the application and include the following information:~~

~~(1) for Roads: (a) an estimate of the level of the deficiency on the road facilities; and (b) the options available to the applicant such as the applicant's agreement to construct the necessary facilities at the applicant's cost.~~

~~B. Water: If the Director determines that there is inadequate water capacity in the City's water system for the proposed project, the Director shall issue a denial letter, which shall advise the applicant that capacity is not available. If the applicant is not the property owner, the Denial Letter shall also be sent to the property owner. At a minimum, the Denial Letter shall identify the application and include the following information:~~

~~(2) for Water: (a) the options available to the applicant such as private water supply or other water purveyor services; (b) the options available to the applicant such as the applicant's agreement to construct the necessary facilities at the applicant's cost; (c) a Statement that if the applicant does not contact the City Planning and Building Department regarding the applicant's ability to obtain water from another source, the underlying development permit may be denied.~~

~~(3) for Sewer: (a) the options available to the applicant such as a temporary septic system (for in-City residents), which the applicant would install agree to remove at his/her own cost when sewer capacity became available (in a development agreement).~~

(4) For All: a statement that the Denial Letter may be appealed if the appeal is submitted to the City Public Works/Engineering Department within ten (10) days after issuance of the Denial Letter, and that the appeal must conform to the requirements in GHMC Section 19.06.004.

G. B. In order to appeal from the issuance of a Denial Letter, the developer shall appeal both the Denial Letter prior to issuance of the City's decision on the underlying development application. If an appeal is filed, processing on the underlying development application shall be stayed until the final decision on the appeal. and the development permit denial pursuant to Part VIII of this chapter.

19.10.019. Notice of Concurrency Determination. Notice of the concurrency determination shall be given to the public together with, and in the same manner as, that provided for the SEPA threshold determination for the underlying development permit, unless the project is exempt from SEPA, in which case notice shall be given in the same manner as a final decision on the underlying development permit without any accompanying threshold determination. In the case of an approved CRC, any conditions or mitigation in the approval shall be included in the SEPA threshold decision or underlying permit decision (if categorically exempt from SEPA). If a Denial Letter is not timely appealed, the underlying permit will be processed, and in most instances, will result in a denial. If a Denial Letter is appealed, any mitigation or conditions included in the Appeal Decision shall be included in the SEPA threshold decision or underlying permit decision (if categorically exempt from SEPA).

VII. CAPACITY RESERVATION CERTIFICATE (CRC)

19.10.020. Expiration and Extensions of Time.

A. Expiration. If a Certificate of Occupancy has not been requested prior to the expiration of the underlying permit or termination of the associated development agreement, the Director shall convert the reserved capacity to available capacity for the use of other developments. The act of requesting a Certificate of Occupancy before expiration of the CRC shall only convert the reserved capacity to used capacity if the building inspector finds that the project actually conforms with applicable codes.

B. Extensions for Road Facilities. The City shall assume that the developer requests an extension of transportation capacity reservation when the developer is requesting a renewal of the underlying development permit. No unused capacity may be carried forward beyond the duration of the Transportation CRC or any subsequent extension.

C. Extensions for Water or Sewer. The City shall not extend any Water or Sewer CRC. If the applicant submits an application for an extension of the underlying permit, the applicant shall submit a new application for a concurrency determination for water or sewer under this Chapter.

D. If a CRC has been granted for a rezone or comprehensive plan amendment, the CRC shall expire when the development agreement for the comprehensive plan or rezone terminates. If there is no associated development agreement, the CRC shall expire within five (5) years after the approval anniversary date.

VIII. APPEALS OF CONCURRENCY DETERMINATION

19.10.021. Appeals. Upon receipt of an appeal of the Denial Letter, the Director shall handle the appeal as follows:

A. A meeting shall be scheduled with the applicant to review the Denial Letter and the application materials, together with the appeal statement.

B. Within fourteen (14) days after the meeting, the Director shall issue a written Appeal Decision, which will list all of the materials considered in making the decision. The Appeal Decision shall either affirm or reverse the Denial Letter. If the Denial Letter is reversed, the Director shall identify all of the conditions or mitigation to be imposed on the application in order to achieve concurrency.

C. The conditions or mitigation identified in the Appeal Decision shall be incorporated into the City's SEPA threshold decision on the application.

D. The Appeal Decision shall state that it may be appealed with any appeal of the underlying application or activity, pursuant to GHMC Section 19.06.004.

~~Concurrency Determination to be Appealed with Underlying Permit. Any appeal of the denial of a concurrency determination shall include appeal of the denial of the underlying development permit application. The appeal shall follow the procedure for the underlying permit as set forth in Title 19, chapter 19.06 GHMC. If there is no administrative appeal procedure in Title 19 GHMC for the underlying permit, the appeal shall follow the process for an appeal of a Type II permit.~~

~~19.10.022. Time limit to bring appeal. An appeal of a denial letter and the underlying development application shall be brought within the time period set forth in GHMC Sec.19.06.004.~~

IX. CONCURRENCY ADMINISTRATION

19.10.023. Purpose and Procedure. The purpose of this Part is to describe the process for administering the Concurrency Ordinance. Capacity accounts will be established, to allow capacity to be transferred to various categories in the application process. Capacity refers to the ability or availability of water in the City's water system. With regard to the sewer system, capacity refers to the availability of capacity to treat effluent in the City's waste water treatment plant to the levels and volume limits in the City's NPDES permit. Capacity also refers to the ability or availability of road facilities to accommodate users, expressed in an appropriate unit of measure, such as LOS for road

facilities. Available capacity represents a specific amount of capacity that may be reserved by or committed to future users of the City's water and or sewer system or road facilities.

19.10.024. Capacity Classifications. There are hereby established two capacity accounts for water, ~~and two capacity accounts for transportation and sewer,~~ to be utilized by the Director in the implementation of this Chapter. These accounts are:

- A. the Available Capacity account; and
- B. the Reserved Capacity account;

Capacity is withdrawn from the available capacity account and deposited into a reserved capacity account when a CRC is issued. Once the proposed development is constructed and an occupancy permit is issued, the capacity is considered "used." Each capacity account of available or reserved capacity will experience withdrawals on a regular basis. Only the Director may transfer capacity between accounts.

19.10.025. Annual Reporting and Monitoring. The Director is responsible for completion of an Annual Transportation, Water and Sewer Capacity Availability Reports ~~and an Annual Water Capacity Availability Report.~~ These reports shall evaluate reserved capacity and permitted development activity for the previous twelve month period, and determine existing conditions with regard to available capacity for road, sewer and water facilities. The evaluations shall report on capacity used for the previous period and capacity available for the Six-Year Capital Facilities and Utilities Element of the City's Comprehensive Plan, Six-year Transportation Plan, for road facilities, based upon LOS standards and the Sewer and Water Comprehensive Plans. Forecasts shall be based on the most recently updated schedule of capital improvements, growth projections, water rights, annual water withdrawal volumes, limits of the NPDES permit, public road facility inventories, and revenue projections and shall, at a minimum, include:

- A. A summary of development activity;
- B. The status of each Capacity Account;
- C. The Six-year Transportation Plan;
- D. Actual capacity of selected street segments and intersections, and current LOS; and
- E. Recommendations on amendments to CIP and annual budget, to LOS standards, or other amendments to the transportation element of or to the Comprehensive Plan.
- F. Existing water rights and Annual Withdrawal Volumes.
- G. Limits in the City's NPDES permit and finding of available capacity in the City's waste water treatment plant.

The findings of the Annual Capacity Availability Report shall be considered by the Council in preparing the annual update to the Capital Improvement Element, any proposed amendments to the CIP and Six-year TIP, and shall be used in the review of development permits and capacity evaluations during the next period.

Based upon the analysis included in the Annual Capacity Availability Reports, the Director shall recommend to the City Council each year, any necessary amendments to the CIP, TIP, Utilities Water Element of the Comprehensive Plan, and Comprehensive Plan. The Director shall also report on the status of all capacity accounts when public hearings for Comprehensive Plan amendments are heard.

19.10.026. Road LOS Monitoring and Modeling.

A. The City shall monitor Level of Service standards through an annual update of the Six Year Transportation Plan which will add data reflecting development permits issued and trip allocations reserved.

B. A new trip allocation shall be assigned for each Traffic Analysis Zone, based on the results from the Traffic Demand Model used by the City, to ensure that the City is achieving the adopted LOS standards described in this Chapter and the transportation element of the Comprehensive Plan.

C. Amendments to the Trip Allocation Program that exceed the total aggregate annual trip allocation per zone for any given year shall require an amendment to the Comprehensive Plan. Monitoring and modeling shall be required and must include anticipated capital improvements, growth projections, and all reserved and available capacity.

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

Section 3. Effective Date. This Ordinance shall take effect and be in full force five days after passage.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___ day of April, 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

SUMMARY OF ORDINANCE NO.

of the City of Gig Harbor, Washington

On _____, 2006, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. ____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO

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

APPROVED by the City Council at their meeting of _____, 2006.

MOLLY TOWSLEE, CITY CLERK



Police Department

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: MIKE DAVIS, CHIEF OF POLICE
SUBJECT: SIMPSON SERVICE AGREEMENT
DATE: APRIL 24, 2006

INFORMATION/BACKGROUND

All drugs confiscated by the police department are stored in our property room until the cases are fully adjudicated. After the case is completed, the confiscated drugs are burned. In the past, the Gig Harbor Police Department utilized facilities that have since been closed down or were determined to be in violation of environmental regulations. We currently have a large amount of confiscated drugs in our property room that need to be cleared out to make room for other items.

The Simpson Tacoma Kraft Company has agreed to allow our officers to transport our confiscated drugs to their facility in Tacoma and utilize their incinerators to destroy the materials.

City Attorney Carol Morris has reviewed this agreement. Ms. Morris has declined to approve the agreement as to form, due to concerns about language that requires the City to indemnify, defend and hold Simpson Kraft harmless if our staff members are injured while utilizing their facilities, even if Simpson Kraft is found to be negligent. Ms. Morris has proposed sending a cover letter (attached) with the signed agreement to Simpson, placing them on notice that the City would not be able to cover their defense costs, or any award relating to Simpson's negligence. While Ms. Morris still will not approve the agreement as to form, she feels comfortable that this alternative will serve as an acceptable method to address her concerns with the indemnification section of the agreement.

FISCAL IMPACTS

The approval of this service agreement will not result in any cost to the City.

RECOMMENDATION

I recommend that the City Council authorize the Mayor to approve the attached Simpson Service Agreement and return it to Simpson Kraft with the attached letter.

DRAFT

_____, 2006

Ms. Carrie Ambrosini
Simpson Tacoma Kraft Company
P.O. Box 2133
Tacoma, WA 98401

Re: Service Agreement – City of Gig Harbor

Dear Ms. Ambrosini:

I am the City Attorney for the City of Gig Harbor. Enclosed is the Simpson Service Agreement, which has been executed by the Mayor, as authorized by the Gig Harbor City Council.

Section 9 of the Service Agreement requires the Service Contractor to indemnify, defend and hold Simpson harmless from any and all claims, suits, losses, damages and expenses, “whether caused or contributed to by the negligence of Simpson,” and this applies “to the fullest extent permitted by law.” So that there will be no misunderstandings between the parties in the future, Simpson should be aware that the City is prohibited from indemnifying, defending or holding Simpson harmless in those circumstances where it would violate the Washington Constitution, art. 8, sec. 7, and result in a gift of public funds. If your attorneys have any questions about this, please let me know. Thank you.

Very truly yours,

Carol A. Morris

Enclosure

Simpson Account Number	Job Title	Employee Requesting Service
N/A	Disposal Services	Mike Fay

PURCHASING COPY
CONTRACTOR COPY

Simpson

Service Agreement

Date: February 16, 2006

No. 06014

THIS AGREEMENT is between the following parties: (CITY OF GIG HARBOR, whose address is 3510 Grandview Street, Gig Harbor, WA 98335 (Service Contractor) and Simpson Tacoma Kraft Company, LLC, a Washington Limited Liability Company, whose address is 801 Portland Avenue, Tacoma, WA 98421 ("Simpson").

IN CONSIDERATION of the mutual covenants and promises contained below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, Simpson and Service Contractor agree as follows:

- 1. Term of Agreement:** This Agreement shall commence on March 1, 2006 and shall end on December 31, 2010, unless otherwise extended in writing by mutual agreement of the parties.
- 2. Scope of Work:** Service Contractor hereby agrees to perform the services (the "Services") set forth in this Agreement and more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference. Service Contractor shall furnish at its sole expense all labor, materials, supplies, tools, equipment, transportation, licenses, permits and all other necessary facilities for the execution and completion of the Services.
- 3. Operator Certification:** Service Contractor agrees that all of Service Contractor's employees and subcontractors who operate equipment shall, if certification is available for operation of such equipment, be certified to operate the equipment.
- 4. Injury or Accident Drug Testing:** Service Contractor understands that workplace safety is a high priority for Simpson and agrees to implement a program that will result in immediate drug testing for Service Contractor's employees who are involved in an accident or near accident that results, or could have resulted, in injury to a person or damage to property on the work site.
- 5. Payment Terms:** Simpson agrees to pay Service Contractor fees as set forth in Exhibit A. Service Contractor shall be liable for and shall pay all taxes measured by gross income, gross proceeds, gross receipts, and/or net income which may be imposed by federal, state, municipal or other governmental authority in respect to any sale or order covered by this Agreement, including the sale of labor, services or goods involved in any such sale or order or the purchase price payable therefore. The Service Contractor is also responsible for any payroll related taxes and duties and tariffs imposed by federal, state or local laws. This provision shall not be construed to prohibit the Service Contractor from including any such taxes as part of its operating overhead as allowed by applicable law. In the State of Washington, the Service Contractor is responsible for collecting from the buyer and remitting to the state the retail sales tax on the full contract price, including labor, materials and supplies.
- 6. Termination:** Simpson shall have the right to terminate this Agreement at any time with or without cause. If this Agreement is terminated by Simpson, Service Contractor's reimbursement shall be established in accordance with this Section 6. Upon termination, the parties shall negotiate in good faith to determine the fair value of the Services

rendered by Service Contractor prior to such termination, and Simpson or Service Contractor, as the case may be, shall promptly pay to the other the difference between such agreed value and the amount paid to Service Contractor by Simpson. If the parties are unable to agree on the determination of fair value, then the issue shall be submitted to a national accounting firm independent of either party for fair determination and the costs of such submission and determination shall be shared equally by the parties.

7. **Confidential Information:** "Confidential Information" shall mean all information obtained by the Service Contractor from, or disclosed to the Service Contractor by Simpson, which relate to Simpson's past, present, and future research, development, and business activities, and the results of the Service Contractor's work under this Agreement, including drafts and associated materials, except such information as is previously known to the Service Contractor, or is publicly disclosed by Simpson either prior or subsequent to the Service Contractor's receipt of such information, or is rightfully received by the Service Contractor from a third party other than in connection with this Agreement. The Service Contractor shall hold all such Confidential Information in trust and confidence for Simpson and shall not use such Confidential Information other than for the benefit of Simpson and, except as may be authorized by Simpson in writing, the Service Contractor shall not disclose, by publication or otherwise, to any person other than to the Service Contractor's employees having a need to know, any such Confidential Information. Upon termination or expiration of this Agreement, the Service Contractor shall return to Simpson all written or descriptive matter, including but not limited to drawings, blueprints, or descriptions, or other papers or documents which contain any such Confidential Information.
8. **Compliance with Regulations:** Service Contractor's services and work product shall comply with all applicable laws, ordinances, codes, rules, and legal requirements.
9. **Indemnification:** To the fullest extent permitted by law, Service Contractor shall indemnify, defend, and hold Simpson harmless from any and all claims, suits, losses, damages, or expenses, whether caused or contributed to by the negligence of Simpson, their agents, or employees, or otherwise, on account of injuries to or death of any and all persons whomsoever, including Service Contractor, subcontractors, employees of the Service Contractor, and Simpson, and any and all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto, arising or growing out of, or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part by reason of or arising during the presence of the person or of the property of Service Contractor, its subcontractors, its employees, or agents upon or in proximity to the property of Simpson; notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole combined negligence of Simpson, its officers, employees, or agents. Service Contractor shall promptly pay and discharge all liabilities to vendors and subcontractors for all labor and material employed in the services hereunder. Service Contractor shall indemnify, defend and hold Simpson harmless from any losses, costs and expenses, including attorneys' fees, incurred to remove any construction, mechanic's or materialman's lien filed against Simpson's property by any vendor or subcontractor supplying goods or services and Simpson may withhold any amounts as may be sufficient to satisfy any lien or claim of lien.
10. **Insurance:** Service Contractor shall secure and maintain Commercial General Liability insurance in the minimum limit of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extensions of coverage to include Contractual Liability, Broad Form Property Damage, Personal Injury, Products and Completed Operations, Cross Liability, and Pollution arising out of heat, smoke or fumes from a hostile fire or upset or overturn of mobile equipment. The policy shall not exclude Explosion, Collapse or Underground. Service Contractor shall also secure and maintain an Automobile Liability insurance policy with minimum limits of \$1,000,000 per accident combined single limit Bodily Injury and Property Damage. Coverage shall extend to all owned, hired, and non-owned vehicles and provide for Pollution due to collision, upset, or overturn of a vehicle. The insurance policies indicated above shall be amended to include Simpson as an Additional Insured and shall provide Simpson with at least thirty (30) days of prior notice of cancellation or material change to the policy(ies). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the Agreement requirement to indemnify. All liability policies shall be on an "occurrence" rather than "claims made" basis. All policies shall be endorsed to be primary to any insurance available to Simpson. Service Contractor shall also secure and maintain statutory Workers' Compensation insurance and Employers Liability insurance with a limit of \$1,000,000. Service Contractor shall provide Simpson with a Certificate of Insurance evidencing the insurance required herein, prior to commencing any work under this Agreement. All subcontractors to Service Contractor must meet the insurance requirements set forth herein. All insurance shall be in a form and with insurers acceptable to Simpson.

11. **Occupational Safety and Health Act of 1970:** Service Contractor agrees that all work performed by or at the direction of the Service Contractor hereunder shall be performed in compliance with the requirements of the Occupational Safety and Health Act of 1970, as amended. Service Contractor is fully responsible for the safety and health of all persons engaged by the Service Contractor in said work, and acknowledges that Simpson, with respect to such persons, shall not be construed as, nor be held liable for, any obligation as an employer within the meaning of the Act. Should the Service Contractor observe an unsafe condition on Simpson premises relative to the work hereunder, or if any of the Service Contractor's employees working on Simpson premises files a charge of non-compliance with the Act, the Service Contractor shall notify Simpson promptly upon receiving notice of such condition or charge.
12. **Equal Employment Opportunity Clause:** The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this Service Agreement. If applicable, Service Contractor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.
13. **Service Contractor's Freedom To Provide Services:** Service Contractor represents and warrants that Service Contractor is under no obligation or restriction nor will Service Contractor assume any such obligation or restriction, which would in any way interfere or be inconsistent with the services to be furnished by the Service Contractor under this Agreement.
14. **Service Contractor's Agreement with Employees:** Service Contractor shall have an appropriate agreement with Service Contractor's employees or others whose services Service Contractor may require sufficient to enable Service Contractor to comply with all of the provisions of this Agreement.
15. **Employees Not Deemed Simpson's:** Personnel supplied by Service Contractor will be deemed employees of the Service Contractor and will not for any purpose be considered employees or agents of Simpson. Service Contractor assumes full responsibility for the actions of such personnel while performing service pursuant to the Agreement and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and Social Security), workers' compensation, disability benefits and the like.
16. **Simpson Trademark:** Notwithstanding any other provision of this Agreement, Service Contractor shall have no right to use Simpson's trademark, or trade name, or to refer to this Agreement or the services performed hereunder directly or indirectly, in connection with any product, promotion or publications without the prior written approval of Simpson.
17. **Simpson's Gift Policy:** In keeping with Simpson's policy of treating equally all persons or firms doing or seeking to do business with or for Simpson, Service Contractor and such persons and firms engaged by Service Contractor are respectfully reminded that Simpson employees and their families may not personally benefit from Simpson's business relationships by acceptance of gifts or gratuities.

18. Miscellaneous:

- 18.1 Integration and Modification: This agreement shall be binding upon and insure to the benefit of the parties and their respective successors and assigns provided, however, that neither party may assign this Agreement without prior written approval of the other party. This is the entire agreement between the parties, there are no other agreements or representations not set forth herein, and this Agreement incorporates all prior negotiations, agreements and representations. This Agreement may not be modified except in writing signed by the person signing below for each party, or another authorized representative.
- 18.2 Terms and Conditions: Service Contractor understands and agrees that the terms and conditions of this Agreement shall control and prevail over any terms and conditions presented by Service Contractor.
- 18.3 Notices: All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by the person signing below or an authorized representative of the sender and delivered at, or when sent by a courier or express service guaranteeing overnight delivery to the receiving party at its address set forth above, or to such other address as the receiving party may designate beforehand by notice to the sender referencing to this paragraph.

- 18.4 Counterparts: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18.5 Headings: The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- 18.6 Attorneys' Fees: If any party to this Agreement commences litigation to enforce or construe any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in such litigation and any appeal therefrom.
- 18.7 Applicable Law: This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington.
- 18.8 Time is of the Essence: Time is of the essence to the performance of the Service Contractor's obligations under this Agreement.

CITY OF GIG HARBOR

SIMPSON TACOMA KRAFT COMPANY, LLC

By: _____

By: _____

Print Name: Charles L. Hunter

Print Name: Kari Ambrosini

Title: MAYOR

Title: Purchasing Agent

Date: _____

Date: _____

Exhibit A – Service Agreement 06014

Item: 01
Quantity: 1
U/M: Lot
Work Scope: Blanket Service Agreement for the Disposal of Contractor owned Plants and Powders in Simpson’s Boiler.

There will be no introduction of glassware or metal apparatus into our boiler, nor flammable liquids. Materials have to fit through the 1-foot by 1-foot inspection doors on our furnace or be small enough and of a consistency that they can be deposited on the conveyor belts.

Appointments for disposal will be made with Mike Fay @ 253-596-0250 with forty-eight hours notice. Feeding of materials into the boiler will be done by enforcement agency personnel, and in the presence of a Simpson Representative. Service Contractor Personnel are required to carry all safety equipment issued by the Main Gate.

Unit Price: No Charge
Service Agreement Number: 06014
Sales Tax N/A
FOB: Jobsite
Payment Terms: N/A



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: LITA DAWN STANTON, ADMINISTRATIVE ASSISTANT
FOR: GRANT FUNDING ASSISTANCE
DATE: APRIL 24, 2006

INFORMATION/BACKGROUND

The City is applying for grant funding assistance for the following properties.

IAC - WWRP, Urban Wildlife Habitat for **Scofield Estuary Park Project** in partnership with Pierce County for the acquisition of 7.8 acres of estuary property (.8 uplands and 7 acres type I wetlands) as a park for preservation and passive waterfront trails.
Grant request: \$1,000,000 (max)
City's 50% match met through Pierce County Conservation Futures Program

IAC - ALEA, Acquisition/Combination for the **Eddon Boat Park Acquisition**.
Grant request: \$1,000,000 (max)
City's 50% match met through 2005 Proposition #1

IAC - WWRP, Local Parks for **Westside Neighborhood Park Project** to develop 6.76 acres of city property as a community park to include picnic areas, unlighted athletic fields (youth baseball/soccer), restroom, water fountain, bleachers, natural trails and interpretive signage.
Grant request: \$200,000
50% match required (2007)

Washington State Heritage Capital Projects Fund for the **Eddon Boat Building Preservation Project** to aid in financing the cost of facility development for public access.
Grant Request: \$500,000 (max)
City's 2:1 match met through 2005 Proposition #1 Bond Land Acquisition/Development Bond

Preliminary notices of intent to request funding assistance from IAC have been submitted. The next step in the application process will be the formal submittals due May 1, 2006 for all IAC grants and May 11, 2006 for the Washington State Heritage Grant. A formal resolution adopted by the City Council confirming the City's intent and process is one of the required elements for the IAC submittal package.

FISCAL IMPACT

The Westside Neighborhood Park Project will require that the City budget \$200,000 in 2007 for park development if the IAC funds this project.

RECOMMENDATION

Staff recommends that the City Council adopt the four resolutions confirming the City's intent to apply for funding; and authorizing the Mayor to sign grant application requests for these projects.

**CITY OF GIG HARBOR
RESOLUTION NO. 665**

A RESOLUTION AUTHORIZING THE CITY'S SUBMISSION OF AN APPLICATION FOR FUNDING ASSISTANCE FOR A AQUATIC LANDS ENHANCEMENT ACCOUNT (ALEA) PROGRAM PROJECT TO THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS PROVIDED IN RCW 79.90.245 AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the City of Gig Harbor has approved a comprehensive plan that includes this project area known as the **Scofield Estuary Park**; and

WHEREAS, under the provisions of ALEA, state funding assistance is requested to aid in the cost of the land acquisition; and

WHEREAS, the City of Gig Harbor considers it in the best public interest to complete the development project described in the application; and

NOW THEREFORE BE IT RESOLVED, that:

1. The mayor be authorized to make formal application to IAC for funding assistance;
2. Any funding assistance received be used for implementation of the project referenced above;
3. The City hereby certifies that its share of project funding is committed and will be derived from the "Scofield Tidelands" Pierce County Conservation Futures Program (see attached addendum A);
4. The City acknowledges that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless otherwise provided and agreed to by our organization and IAC;
5. This resolution becomes part of a formal application to IAC; and
6. The City provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 24th day of April, 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: _____
CAROL A. MORRIS, CITY ATTORNEY

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

**CITY OF GIG HARBOR
RESOLUTION NO. 666**

A RESOLUTION AUTHORIZING THE CITY'S SUBMISSION OF AN APPLICATION FOR FUNDING ASSISTANCE FOR A AQUATIC LANDS ENHANCEMENT ACCOUNT (ALEA) PROGRAM PROJECT TO THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS PROVIDED IN RCW 79.90.245 AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the City of Gig Harbor has approved a comprehensive plan that includes this project area known as the **Eddon Boat Park Acquisition and Development Project**; and

WHEREAS, under the provisions of ALEA, state funding assistance is requested to aid in financing the cost of facility development; and

WHEREAS, the City Council considers it in the best interest of the public to complete the land acquisition project described in the application;

NOW THEREFORE BE IT RESOLVED, that:

1. The mayor be authorized to make formal application to IAC for development funding assistance;
2. Any funding assistance received be used for implementation of the project referenced above;
3. The City hereby certifies that its share of project funding is committed and will be derived from property acquisition funding through a 2005 general obligation bond (proposed maturity 2024), Ordinance #970 ;
4. The City acknowledges that we are responsible for supporting all non-cash commitments to the sponsor share should they not materialize;
5. The City acknowledges that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless otherwise provided and agreed to by our organization and IAC;
6. This resolution becomes part of a formal application to IAC; and

7. The City provided an appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 24th day of April, 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: _____
CAROL A. MORRIS, CITY ATTORNEY

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

**CITY OF GIG HARBOR
RESOLUTION NO. 667**

A RESOLUTION AUTHORIZING THE CITY'S SUBMISSION OF AN APPLICATION FOR FUNDING ASSISTANCE FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM (WWRP) PROJECT TO THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS PROVIDED IN CHAPTER 79A.15 RCW, ACQUISITION OF HABITAT CONSERVATION AND OUTDOOR RECREATION LANDS.

WHEREAS, the City of Gig Harbor has approved a comprehensive plan that includes this project area known as the **Westside Neighborhood Park**; and

WHEREAS, under the provisions of WWRP, state funding assistance is requested to aid in financing the cost of facility development; and

WHEREAS, the City of Gig Harbor considers it in the best public interest to complete the development project described in the application; and

NOW THEREFORE BE IT RESOLVED, that:

1. The mayor be authorized to make formal application to IAC for funding assistance;
2. Any funding assistance received be used for implementation of the project referenced above;
3. The City hereby certifies that its share of project funding is committed and will be derived from the 2007 Park Budget;
4. The City acknowledges that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless otherwise provided and agreed to by our organization and IAC;
5. This resolution becomes part of a formal application to IAC; and
6. The City provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 24th day of April, 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY:_____
CAROL A. MORRIS, CITY ATTORNEY

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

CITY OF GIG HARBOR
RESOLUTION NO. 669

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR FUNDING ASSISTANCE FOR A WASHINGTON STATE HERITAGE CAPITAL PROJECTS FUND (WSHCPR) GRANT.

WHEREAS, the City has approved a comprehensive plan that includes this project area known as the **Eddon Boat Building Preservation Project**; and

WHEREAS, under the provisions of the Washington State Heritage Capital Projects Fund, funding assistance is requested to aid in financing the cost of facility development; and

WHEREAS, the City considers it in the best public interest to complete the development project described in the application;

NOW THEREFORE BE IT RESOLVED, that:

1. The mayor be authorized to make formal application to the WSHCPR for funding assistance;
2. Any funding assistance received be used for implementation of the project referenced above;
3. The City hereby certifies that its share of project funding is committed and will be derived from property acquisition funding through a 2005 general obligation bond (proposed maturity 2024), Ordinance #970 ;

4. This resolution becomes part of a formal application to the WSHCPR;
and;
5. The City provided appropriate opportunity for public comment on this
application.

RESOLVED by the City Council this 24th day of April, 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: _____
CAROL A. MORRIS, CITY ATTORNEY

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



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
DATE: APRIL 24, 2006
SUBJECT: 1st QUARTER FINANCIAL REPORTS

The financial reports for the first quarter of 2006 are attached.

Total resources, including revenues and beginning cash balances for all funds, are 54% of the annual budget (as compared to 59% in 2005). Beginning fund balance for all funds in the current fiscal year was \$10,137,000. This is an increase of \$1,033,000 over 2005. Revenues, excluding cash balances, are 22% of budget. This is comparable to 24% through the end of the 1st quarter 2005. Expenditures are 19% of budget. This compares to 15% in 2004.

General Fund 1st quarter revenues (excluding beginning balance) are at 23% of budget. Sales tax receipts for the quarter are on track at 25% of budget.

General Fund expenditures are at 26% of budget. All General Fund departments are within first quarter budgeted expenditures. Budgeted transfers to the Civic Center Debt Reserve (\$800,000), Park Development (\$100,000) and Public Art Capital Projects (\$10,000) funds were made in the 1st quarter.

Water, Sewer and Storm operating fund revenues are at 24%, 23% and 19% of budget; and, Water, Sewer and Storm expenditures are at 19%, 14% and 17% of budget, respectively.

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

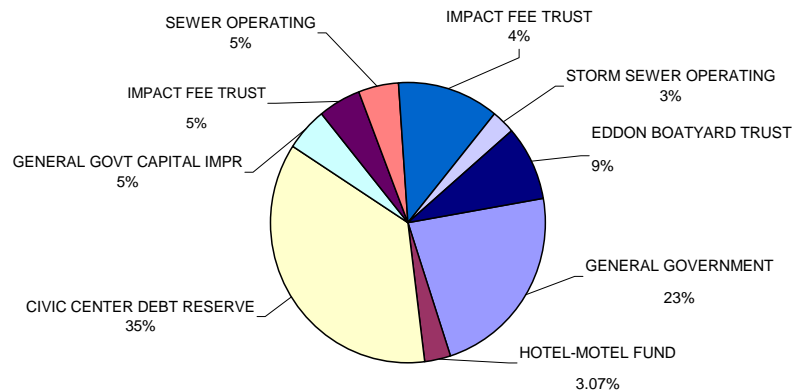
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF MARCH 31, 2006**

DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
GENERAL GOVERNMENT	\$ 2,689,243	\$ 1,756,753	\$ 2,297,134	\$ (320,923)	\$ 1,827,938
STREET FUND	706,817	113,958	406,883	(346,912)	66,980
DRUG INVESTIGATION FUND	10,729	802	1,649	(91)	9,791
HOTEL-MOTEL FUND	272,198	40,611	48,608	(17,397)	246,804
PUBLIC ART CAPITAL PROJECTS	40,454	10,503	-	-	50,957
PARK DEVELOPMENT FUND	92,986	101,884	3,805	(2,411)	188,653
CIVIC CENTER DEBT RESERVE	2,086,382	816,819	-	-	2,903,201
LTGO BOND REDEMPTION	11,965	116	-	(303)	11,778
2000 NOTE REDEMPTION	16,069	160	-	-	16,229
LID NO. 99-1 GUARANTY	83,932	837	-	-	84,769
UTGO BOND REDEMPTION	1,581	3,570	-	-	5,151
PROPERTY ACQUISITION FUND	314,021	66,792	255,882	(1,765)	123,167
GENERAL GOVT CAPITAL IMPR	335,014	69,562	-	-	404,576
IMPACT FEE TRUST	407,534	4,629	-	(12,411)	399,753
WATER OPERATING	117,807	184,004	148,321	(54,409)	99,081
SEWER OPERATING	285,832	377,804	256,855	(26,173)	380,608
UTILITY RESERVE	112,569	1,123	-	-	113,691
UTILITY BOND REDEMPTION	76,365	867	29,817	(179)	47,236
SEWER CAPITAL CONSTRUCTION	1,370,665	75,491	191,852	(305,362)	948,942
STORM SEWER OPERATING FUND	248,313	82,952	105,390	(459)	225,416
WATER CAPITAL ASSETS	155,517	1,084	807	(98,305)	57,489
LIGHTHOUSE MAINTENANCE TRUST	1,857	19	-	-	1,876
EDDON BOATYARD TRUST	698,846	5,032	9,279	1,894	696,492
\$ 10,136,693	\$ 3,715,373	\$ 3,756,281	\$ (1,185,206)	\$ 8,910,576	

AS OF MARCH 31, 2006

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		0.9500%	1,386,574
LOCAL GOVERNMENT INVESTMENT POOL		4.1605%	6,223,702
FEDERAL HOME LOAN BANK	11/27/06	3.2000%	500,000
FEDERAL HOME LOAN BANK	05/03/10	5.0000%	700,000
BANK OF AMERICA - CD	03/31/06	5.4000%	100,000
			<u>\$ 8,910,576</u>

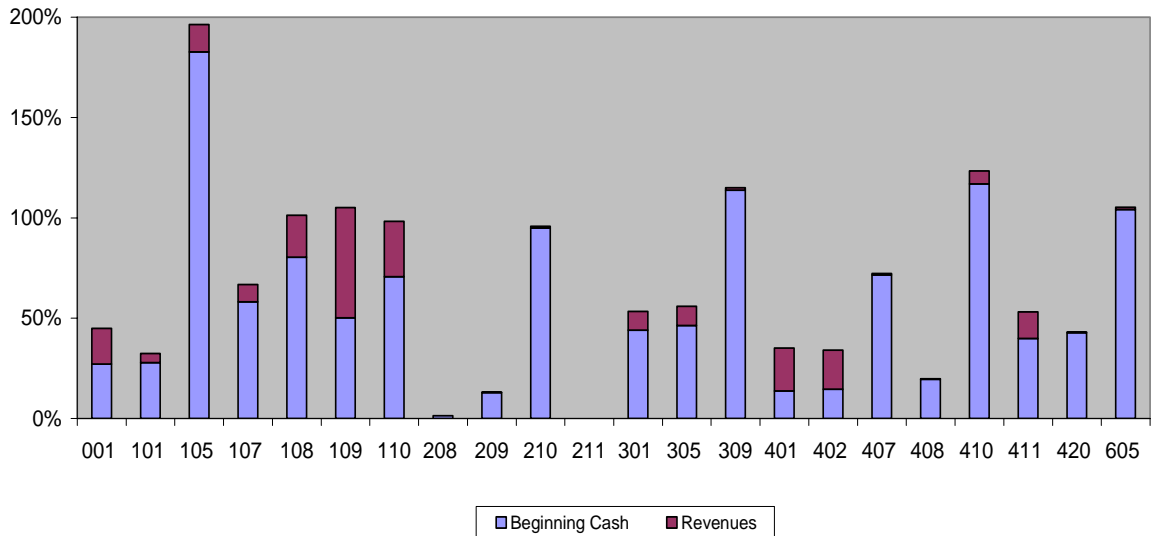
Ending Balances By Fund



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF MARCH 31, 2006**

DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
GENERAL GOVERNMENT	\$ 9,904,140	\$ 4,445,996	\$ 5,458,144	45%
STREET FUND	2,538,047	820,775	1,717,272	32%
DRUG INVESTIGATION FUND	5,874	11,531	(5,657)	196%
HOTEL-MOTEL FUND	468,268	312,809	155,459	67%
PUBLIC ART CAPITAL PROJECTS	50,314	50,957	(643)	101%
PARK DEVELOPMENT FUND	185,391	194,869	(9,478)	105%
CIVIC CENTER DEBT RESERVE	2,953,311	2,903,201	50,110	98%
LTGO BOND REDEMPTION	910,894	12,081	898,813	1%
2000 NOTE REDEMPTION	123,952	16,229	107,723	13%
LID NO. 99-1 GUARANTY	88,460	84,769	3,691	96%
UTGO BOND REDEMPTION	259,000	5,151	253,849	
PROPERTY ACQUISITION FUND	713,433	380,813	332,620	53%
GENERAL GOVT CAPITAL IMPR	722,433	404,576	317,857	56%
IMPACT FEE TRUST	358,315	412,164	(53,849)	115%
WATER OPERATING	860,530	301,811	558,719	35%
SEWER OPERATING	1,950,344	663,636	1,286,708	34%
UTILITY RESERVE	157,308	113,691	43,617	72%
UTILITY BOND REDEMPTION	390,054	77,232	312,822	20%
SEWER CAPITAL CONSTRUCTION	1,172,274	1,446,156	(273,882)	123%
STORM SEWER OPERATING FUND	623,400	331,265	292,135	53%
WATER CAPITAL ASSETS	363,765	156,601	207,164	43%
LIGHTHOUSE MAINTENANCE TRUST	1,782	1,876	(94)	105%
EDDON BOATYARD TRUST	719,000	703,877	15,123	98%
	\$ 25,520,289	\$ 13,852,065	\$ 11,668,224	54%

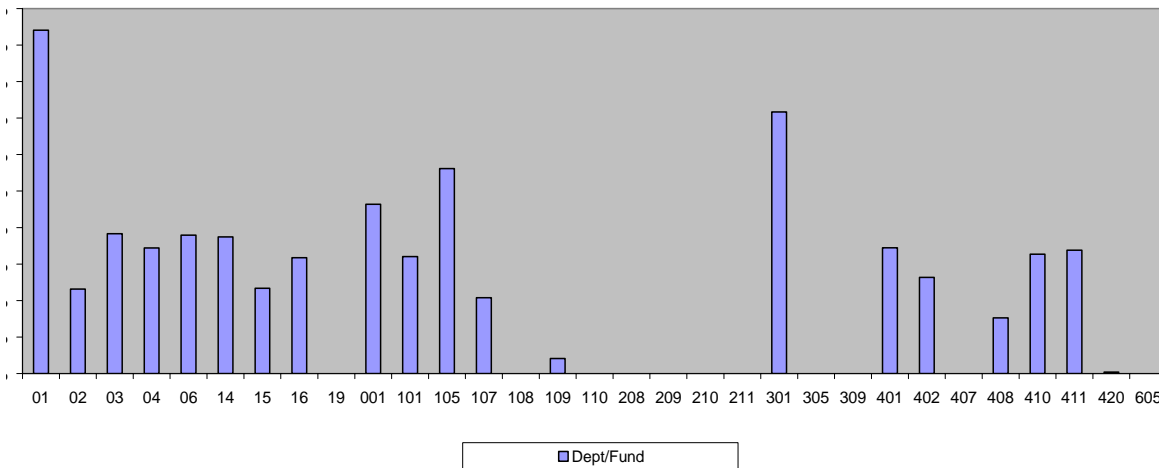
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING MARCH 31, 2006**

DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
GENERAL GOVERNMENT				
NON-DEPARTMENTAL	\$ 2,470,445	\$ 1,161,836	\$ 1,308,609	47%
LEGISLATIVE	35,600	4,124	31,476	12%
MUNICIPAL COURT	547,000	104,916	442,085	19%
ADMINISTRATIVE/FINANCIAL	895,800	154,223	741,577	17%
POLICE	2,279,680	432,090	1,847,590	19%
COMMUNITY DEVELOPMENT	1,427,890	267,206	1,160,684	19%
PARKS AND RECREATION	968,300	113,289	855,011	12%
BUILDING	374,600	59,451	315,149	16%
ENDING FUND BALANCE	904,825	-	904,825	
TOTAL GENERAL FUND	9,904,140	2,297,134	7,607,006	23%
STREET FUND				
DRUG INVESTIGATION FUND	2,538,047	406,883	2,131,164	16%
HOTEL-MOTEL FUND	5,874	1,649	4,225	28%
PUBLIC ART CAPITAL PROJECTS	468,268	48,608	419,660	10%
PARK DEVELOPMENT FUND	50,314	-	50,314	
CIVIC CENTER DEBT RESERVE	185,391	3,805	181,586	2%
LTGO BOND REDEMPTION	2,953,311	-	2,953,311	
2000 NOTE REDEMPTION	910,894	-	910,894	
LID NO. 99-1 GUARANTY	123,952	-	123,952	
UTGO BOND REDEMPTION	88,460	-	88,460	
PROPERTY ACQUISITION FUND	259,000	-	259,000	
GENERAL GOVT CAPITAL IMPR	713,433	255,882	457,551	36%
IMPACT FEE TRUST	722,433	-	722,433	
WATER OPERATING	358,315	-	358,315	
SEWER OPERATING	860,530	148,321	712,209	17%
UTILITY RESERVE	1,950,344	256,855	1,693,489	13%
UTILITY BOND REDEMPTION	157,308	-	157,308	
SEWER CAPITAL CONSTRUCTION	390,054	29,817	360,237	8%
STORM SEWER OPERATING FUND	1,172,274	191,852	980,422	16%
WATER CAPITAL ASSETS	623,400	105,390	518,010	17%
LIGHTHOUSE MAINTENANCE TRUST	363,765	807	362,958	0%
EDDON BOATYARD TRUST	1,782	-	1,782	
	719,000	9,279	709,721	1%
	\$ 25,520,289	\$ 3,756,281	\$ 21,764,008	15%

Expenditures as a Percentage of Annual Budget



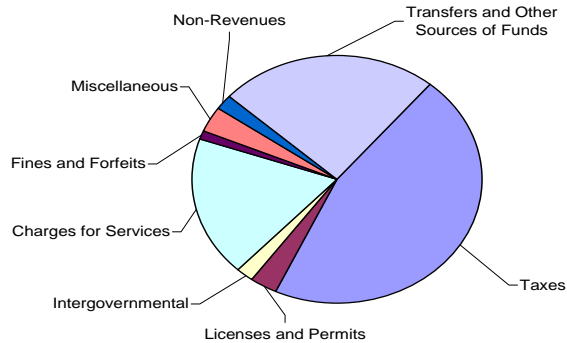
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING MARCH 31, 2006**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 1,705,954
Licenses and Permits	114,190
Intergovernmental	72,256
Charges for Services	672,469
Fines and Forfeits	41,726
Miscellaneous	130,759
Non-Revenues	65,675
Transfers and Other Sources of Funds	912,343
Total Revenues	3,715,373
Beginning Cash Balance	10,136,693
Total Resources	\$ 13,852,065

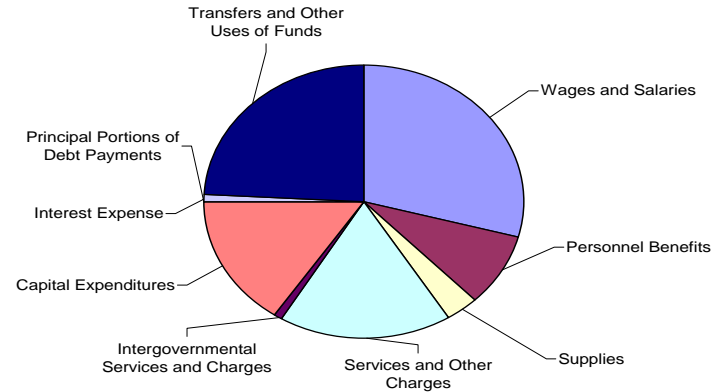
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING MARCH 31, 2006**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 1,095,804
Personnel Benefits	319,476
Supplies	131,561
Services and Other Charges	651,543
Intergovernmental Services and Charges	32,668
Capital Expenditures	585,412
Principal Portions of Debt Payments	
Interest Expense	29,817
Transfers and Other Uses of Funds	910,000
Total Expenditures	3,756,281
Ending Cash Balance	8,910,576
Total Uses	\$ 12,666,857

Revenues by Type - All Funds



Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2006**

	SPECIAL REVENUE FUNDS												TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	108 PUBLIC ART PROJECTS	109 PARK DVLP FUND	110 CIVIC CTR DEBT RSRV	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINT	607 EDDON BOATYARD	
ASSETS													
CASH	\$ 173,098	\$ 6,685	\$ 977	\$ 24,634	\$ 5,086	\$ 18,830	\$ 170,001	\$ 12,294	\$ 40,382	\$ 39,900	\$ 187	\$ 696,492	\$ 1,015,468
INVESTMENTS	1,654,840	60,294	8,813	222,170	45,871	169,823	2,733,200	110,873	364,194	359,852	1,688	-	4,076,780
RECEIVABLES	1,086,402	6,946	-	25,373	-	-	-	-	-	-	-	-	32,319
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	2,914,340	73,926	9,791	272,177	50,957	188,653	2,903,201	123,167	404,576	399,753	1,876	696,492	5,124,567
LIABILITIES													
CURRENT	4,343	189,063	-	-	-	-	-	-	-	1,711	-	-	190,774
LONG TERM	24,213	3,217	-	-	-	-	-	-	-	-	-	-	3,217
TOTAL LIABILITIES	28,556	192,279	-	-	-	-	-	-	-	1,711	-	-	193,990
FUND BALANCE:													
BEGINNING OF YEAR	3,426,166	174,571	10,638	280,174	40,454	90,574	2,086,382	312,256	335,014	393,412	1,857	700,739	4,426,073
Y-T-D REVENUES	1,756,753	113,958	802	40,611	10,503	101,884	816,819	66,792	69,562	4,629	19	5,032	1,230,610
Y-T-D EXPENDITURES	(2,297,134)	(406,883)	(1,649)	(48,608)	-	(3,805)	-	(255,882)	-	-	-	(9,279)	(726,106)
ENDING FUND BALANCE	2,885,784	(118,354)	9,791	272,177	50,957	188,653	2,903,201	123,167	404,576	398,042	1,876	696,492	4,930,577
TOTAL LIAB. & FUND BAL.	\$ 2,914,340	\$ 73,926	\$ 9,791	\$ 272,177	\$ 50,957	\$ 188,653	\$ 2,903,201	\$ 123,167	\$ 404,576	\$ 399,753	\$ 1,876	\$ 696,492	\$ 5,124,567

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2006**

	208 LTGO BOND REDEMPTION	209 2000 NOTE REDEMPTION	210 LID 99-1 GUARANTY	211 UTGO BOND REDEMPTION	TOTAL DEBT SERVICE
ASSETS					
CASH	\$ 1,176	\$ 1,620	\$ 8,461	\$ 514	\$ 11,771
INVESTMENTS	10,602	14,609	76,308	4,637	106,156
RECEIVABLES	-	-	-	-	-
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	11,778	16,229	84,769	5,151	117,927
LIABILITIES					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	-	-
TOTAL LIABILITIES	-	-	-	-	-
FUND BALANCE:					
BEGINNING OF YEAR	11,661	16,069	83,932	1,581	113,243
Y-T-D REVENUES	116	160	837	3,570	4,684
Y-T-D EXPENDITURES	-	-	-	-	-
ENDING FUND BALANCE	11,778	16,229	84,769	5,151	117,927
TOTAL LIAB. & FUND BAL.	\$ 11,778	\$ 16,229	\$ 84,769	\$ 5,151	\$ 117,927

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2006**

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
ASSETS								
CASH	\$ 4,506	\$ 41,290	\$ 11,348	\$ 4,715	\$ 94,716	\$ 24,224	\$ 5,738	\$ 186,537
INVESTMENTS	94,575	339,318	102,344	42,521	854,226	201,193	51,751	1,685,926
RECEIVABLES	78,971	123,811	-	-	-	14,614	-	217,396
FIXED ASSETS	3,591,018	9,105,418	-	-	1,515,356	744,609	342,709	15,299,109
OTHER	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,769,070	9,609,836	113,691	47,236	2,464,298	984,639	400,198	17,388,968
LIABILITIES								
CURRENT	(500)	-	-	257,561	34,503	2,455	44,605	338,625
LONG TERM	40,241	41,590	-	1,852,725	-	29,119	-	1,963,675
TOTAL LIABILITIES	39,741	41,590	-	2,110,287	34,503	31,575	44,605	2,302,300
FUND BALANCE:								
BEGINNING OF YEAR	3,693,646	9,447,297	112,569	(2,034,101)	2,546,155	975,501	355,316	15,096,383
Y-T-D REVENUES	184,004	377,804	1,123	867	75,491	82,952	1,084	723,326
Y-T-D EXPENDITURES	(148,321)	(256,855)	-	(29,817)	(191,852)	(105,390)	(807)	(733,041)
ENDING FUND BALANCE	3,729,329	9,568,247	113,691	(2,063,051)	2,429,794	953,064	355,593	15,086,668
TOTAL LIAB. & FUND BAL.	\$ 3,769,070	\$ 9,609,836	\$ 113,691	\$ 47,236	\$ 2,464,298	\$ 984,639	\$ 400,198	\$ 17,388,968

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF MARCH 31, 2006**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	TOTAL ALL FUND TYPES
ASSETS						
CASH	\$ 173,098	\$ 1,015,468	\$ 11,771	\$ 1,200,337	\$ 186,537	\$ 1,386,874
INVESTMENTS	1,654,840	4,076,780	106,156	5,837,776	1,685,926	7,523,702
RECEIVABLES	1,086,402	32,319	-	1,118,721	217,396	1,336,117
FIXED ASSETS	-	-	-	-	15,299,109	15,299,109
OTHER	-	-	-	-	-	-
TOTAL ASSETS	2,914,340	5,124,567	117,927	8,156,834	17,388,968	25,545,802
LIABILITIES						
CURRENT	4,343	190,774	-	195,117	338,625	533,742
LONG TERM	24,213	3,217	-	27,429	1,963,675	1,991,105
TOTAL LIABILITIES	28,556	193,990	-	222,546	2,302,300	2,524,847
FUND BALANCE:						
BEGINNING OF YEAR	3,426,166	4,426,073	113,243	7,965,481	15,096,383	23,061,864
Y-T-D REVENUES	1,756,753	1,230,610	4,684	2,992,047	723,326	3,715,373
Y-T-D EXPENDITURES	(2,297,134)	(726,106)	-	(3,023,240)	(733,041)	(3,756,281)
ENDING FUND BALANCE	2,885,784	4,930,577	117,927	7,934,288	15,086,668	23,020,956
TOTAL LIAB. & FUND BAL.	\$ 2,914,340	\$ 5,124,567	\$ 117,927	\$ 8,156,834	\$ 17,388,968	\$ 25,545,802



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. CITY ENGINEER *Stm*
SUBJECT: STAFF REPORT – CITY ROUNDABOUT PRESENTATION
DATE: APRIL 24, 2006

Recently there have been several citizenry inquiries and comments regarding the design, safety, and operations of the various City roundabouts. Also, included is a signed petition from a Pierce County business owner requesting the City and the County remove the recently constructed roundabout located at the intersection of Point Fosdick and 36th Avenue. The purpose of this presentation is to provide clarification and insight into these important traffic safety devices.

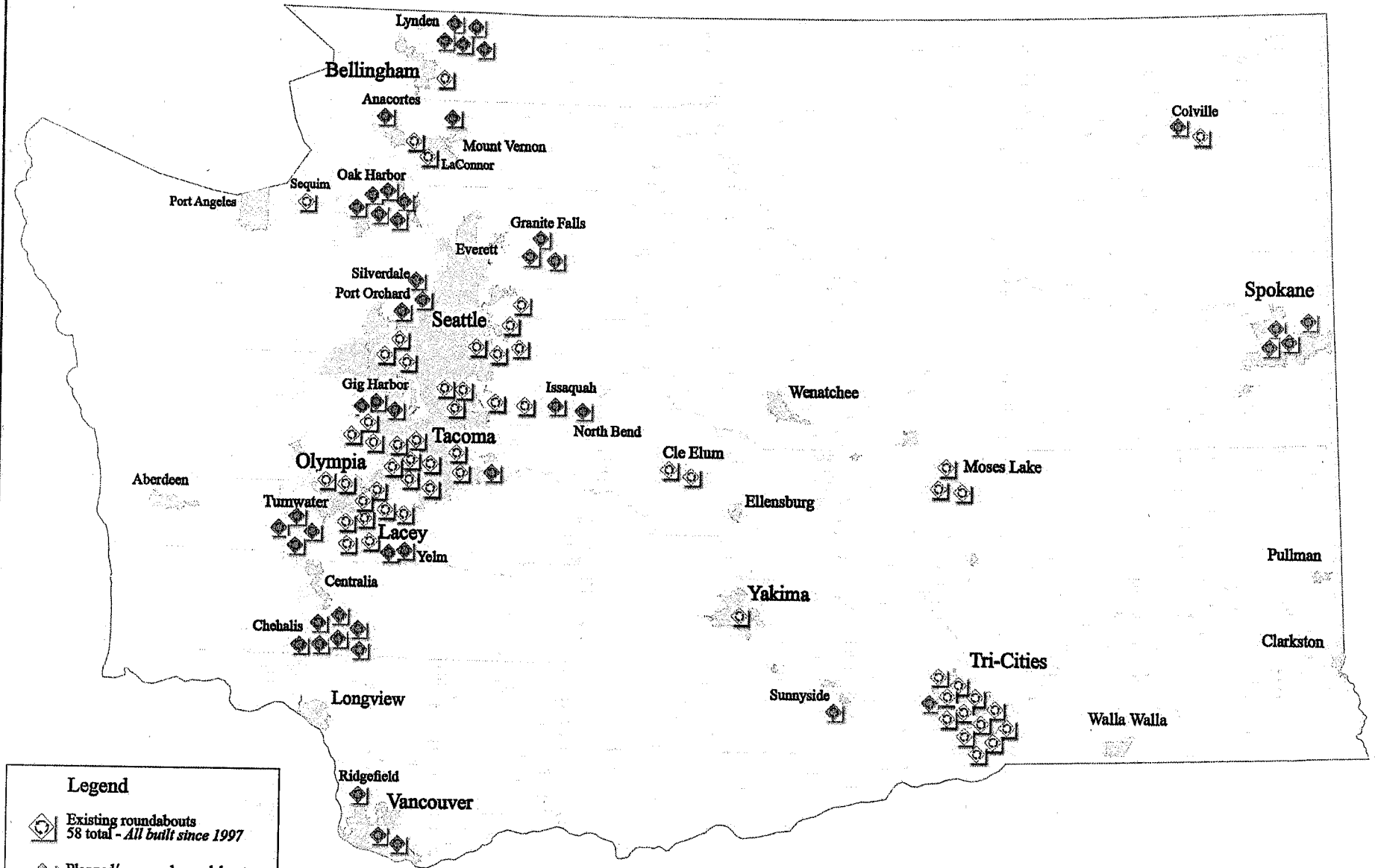
City Of Gig Harbor Roundabout Presentation






Introduction

- City has currently has 5 functioning roundabouts
- Borgen/Sr 16 2002
- Borgen/51st Ave 2002
- Borgen/Harbor Hill 2006
- Peacock/Borgen 2006
- 36th/Point Fosdick 2005
- The goal is to provide information on the characteristics of roundabouts, including safety, functionality, and geometrics.

Modern Roundabouts in Washington State

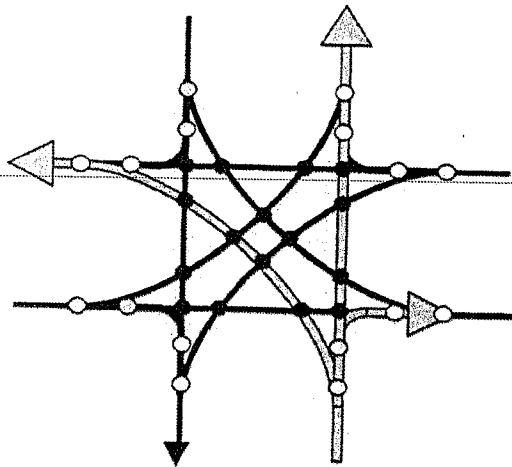


Legend

-  Existing roundabouts
58 total - All built since 1997
-  Planned/proposed roundabouts
47 total as of 3/2005
-  Urban area

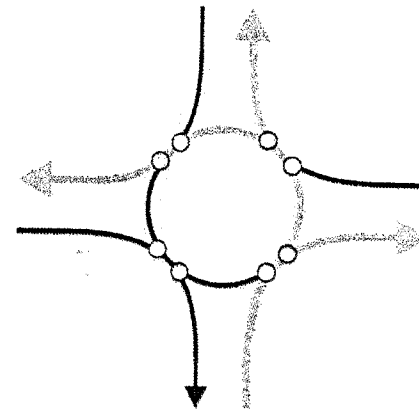
Safety

Vehicular conflict points: Conventional intersection



<u>Conflict Types</u>	
○ Diverge:	8
○ Merge:	8
● Crossing:	16
Total:	32

Vehicular conflict points: Single-lane roundabout



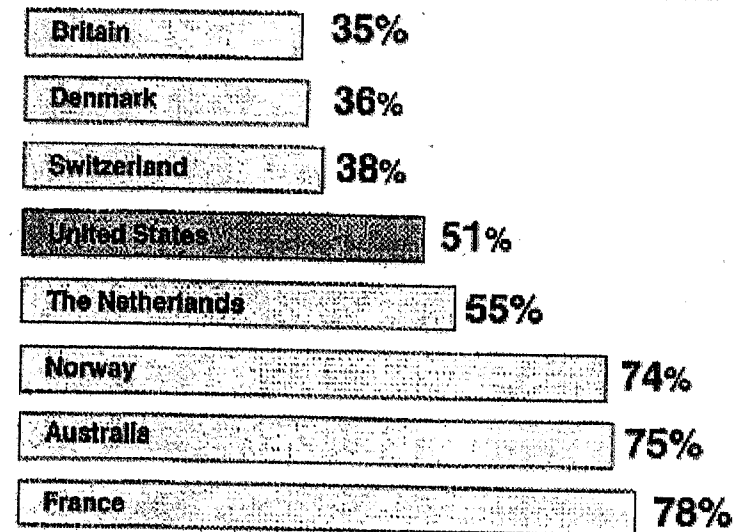
<u>Conflict Types</u>	
○ Diverge:	4
○ Merge:	4
● Crossing:	0
Total:	8

Safety

Safety Characteristics

- Vehicle speeds: **REDUCED**
- Number of driver decisions: **REDUCED**
- Number of conflict points: **REDUCED**
- Severity of vehicular conflicts: **REDUCED**

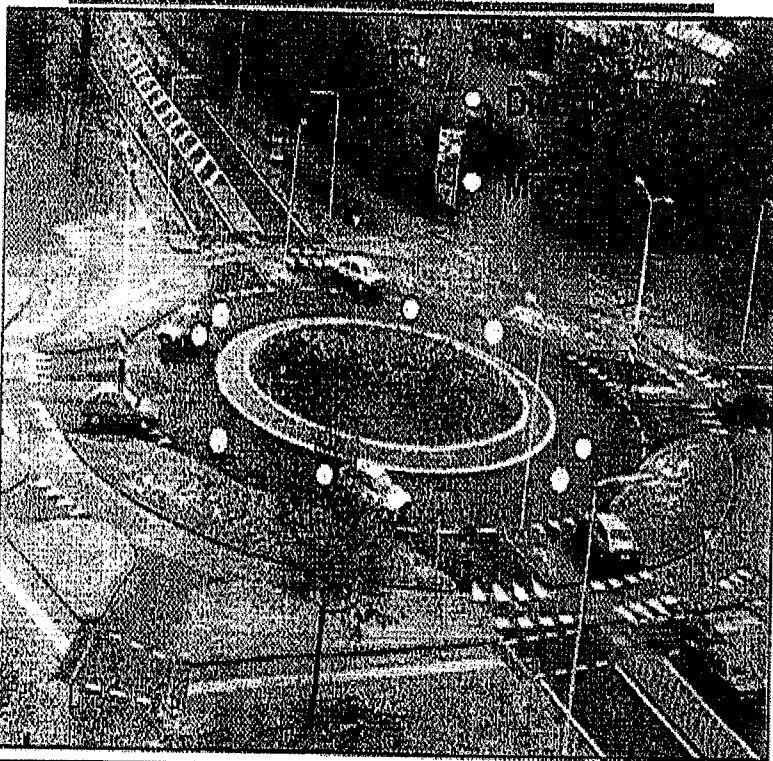
Injury accident reductions



Source: Maryland Department of Transportation; NCHRP synthesis

Safety

Number of Conflicting Points

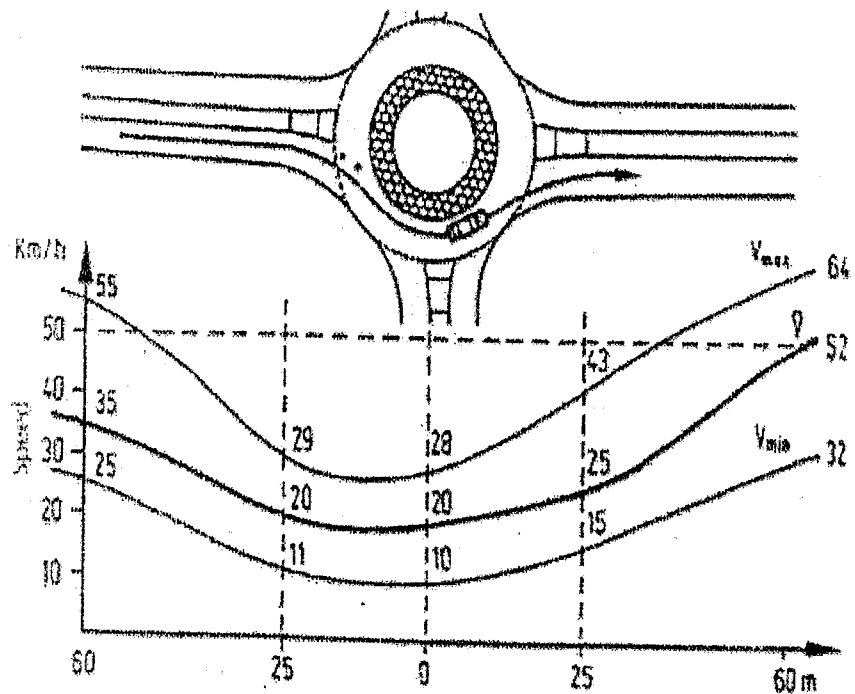


Comparison of vehicular conflict points

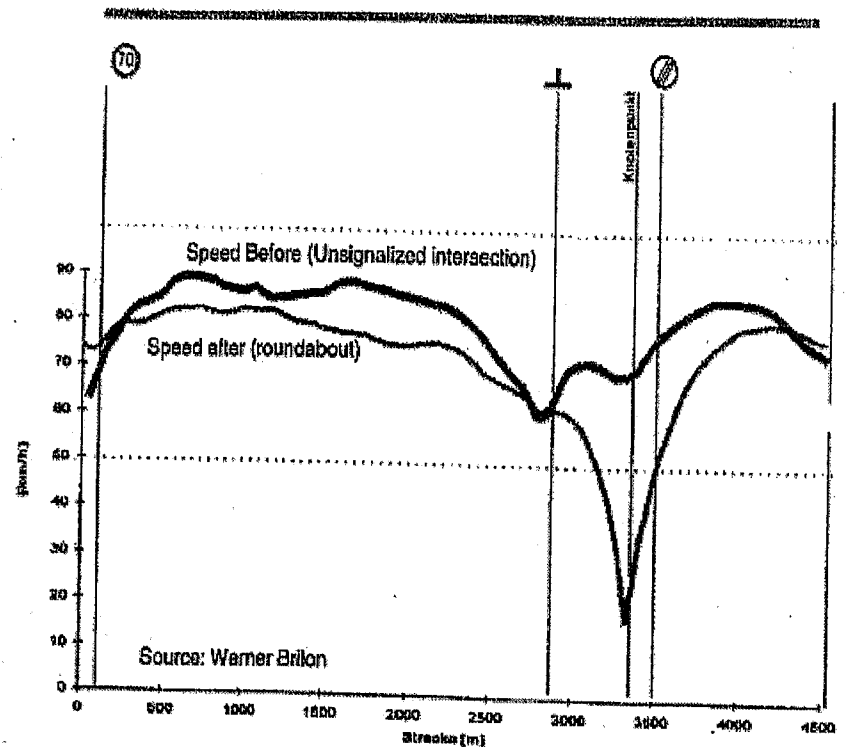
	Conventional Intersection	Roundabout
Diverge	8	4
Merge	8	4
Crossing	16	0
Total	32	8

Safety

Typical Speed Profiles



Speed reduction at a rural roundabout



Operations

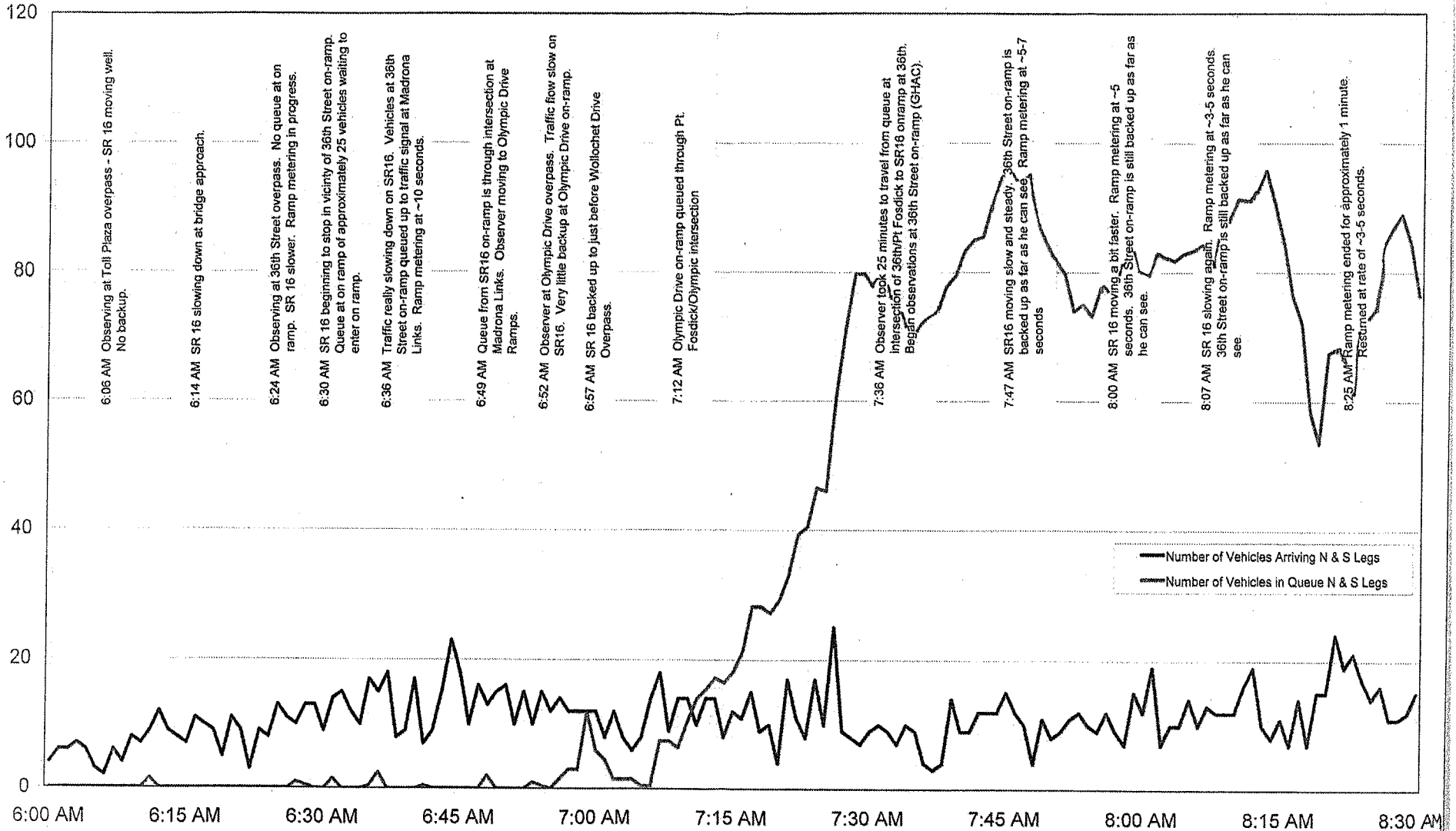


Operations



Operations

Point Fosdick - 36th Street Roundabout



MARCH 8, 2006

WSDOT Design Manual

Chapter 915

Roundabouts

915.01	General
915.02	References
915.03	Definitions
915.04	Roundabout Categories
915.05	Capacity Analysis
915.06	Geometric Design
915.07	Pedestrians
915.08	Bicycles
915.09	Signing and Pavement Marking
915.10	Illumination
915.11	Access, Parking, and Transit Facilities
915.12	Procedures
915.13	Documentation

915.01 General

Modern roundabouts are circular intersections at grade. They can be an effective intersection type with fewer conflict points, lower speeds, and provide for easier decision making than conventional intersections. They require less maintenance than traffic signals. When well designed, they have been found to reduce fatal and severe injury accidents, traffic delays, fuel consumption, and air pollution. They also can have a traffic calming effect. For additional information and details on roundabouts, see *Roundabouts: An Informational Guide*.

Selection of a roundabout as the preferred intersection type is based on several factors including traffic volume, pedestrian and bicycle volume, space requirements, right-of-way availability, and traffic speeds. The safety benefits of a roundabout decrease with higher traffic volumes, particularly when pedestrians and bicycles are considered. Select a roundabout only when it is clearly the best intersection type.

Modern roundabouts differ from the old rotaries and traffic circles in three important respects: they have a smaller diameter that constrains circulating speeds; they have raised splitter islands that provide entry deflection, slowing down the entering vehicles, and they have yield at entry, which requires entering vehicles to yield, thus allowing circulating traffic free flow.

Old rotaries and traffic circles are characterized by a large diameter, often in excess of 300 ft. This large diameter typically results in travel speeds within the circulating roadway that exceed 30 mph. They typically provide little or no horizontal deflection of the paths of through traffic. These large diameters also create weaving areas that increase accidents in the circulating roadway. At times, traffic control was imposed on the circulating traffic, such as yield or stop signs that required circulating traffic to yield to entering traffic. In some cases, each entry was controlled with a traffic signal. Circular intersections with any of these features are not an approved intersection type.

(1) Locations Recommended for Roundabouts

Consider roundabouts at intersections:

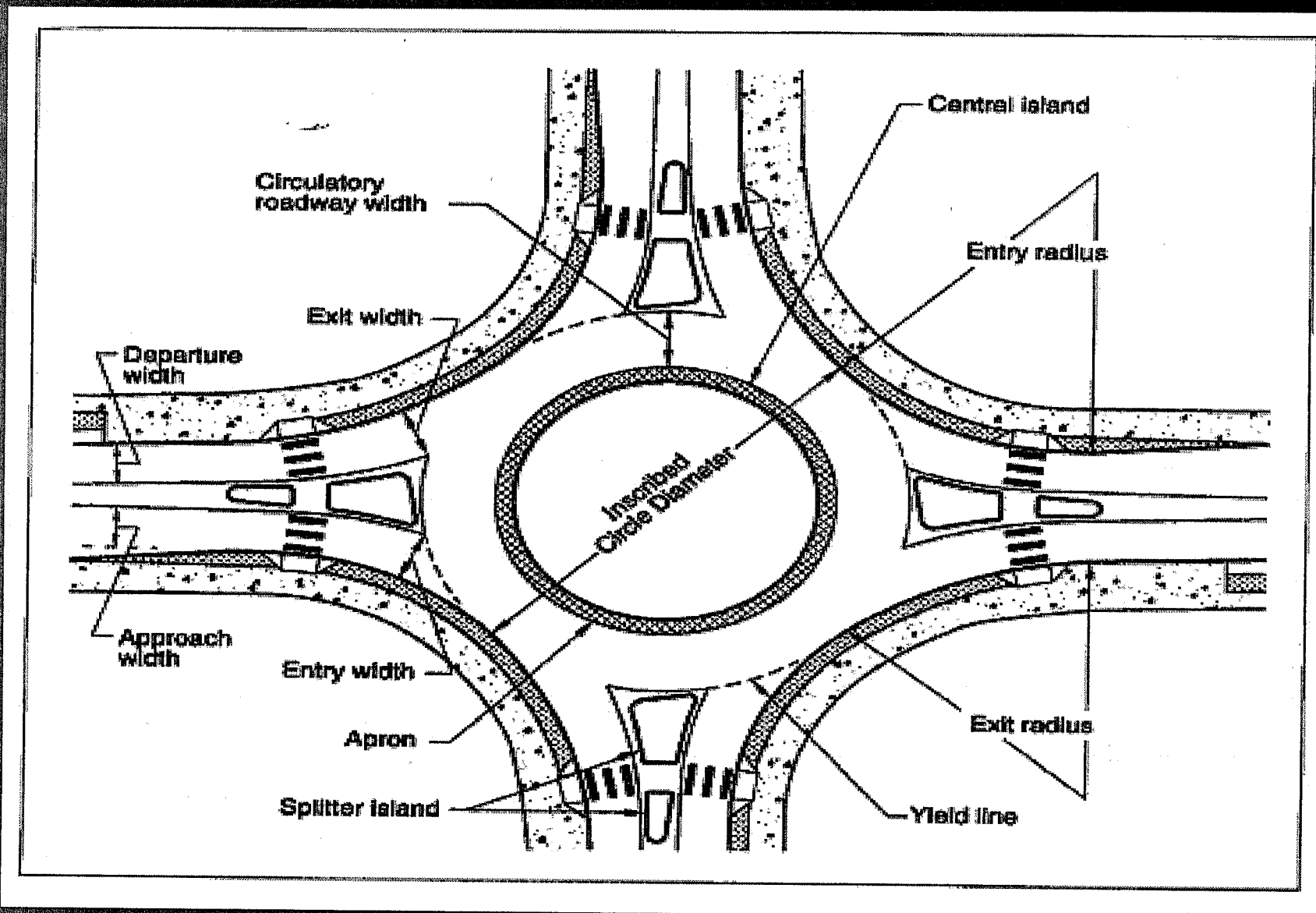
- Where stop signs result in unacceptable delays for the crossroad traffic.
- With a high left-turn percentage on one or more legs.
- Where a disproportionately high number of accidents involve crossing or turning traffic.
- Where the major traffic movement makes a turn, for example where a state route or city arterial makes a turn.
- Where traffic growth is expected to be high and future traffic patterns are uncertain.
- Where it is not desirable to give priority to either roadway.
- Where major roads intersect at a wye (Y) or tee (T) intersection or with unusual geometry.

(2) Locations Where Roundabouts Need Additional Evaluation

The following conditions raise concerns that might make a roundabout less than desirable over other intersection types. With an evaluation that gives equal consideration to other intersection types, roundabouts may be considered:

Chapter 915

Geometry



Geometry

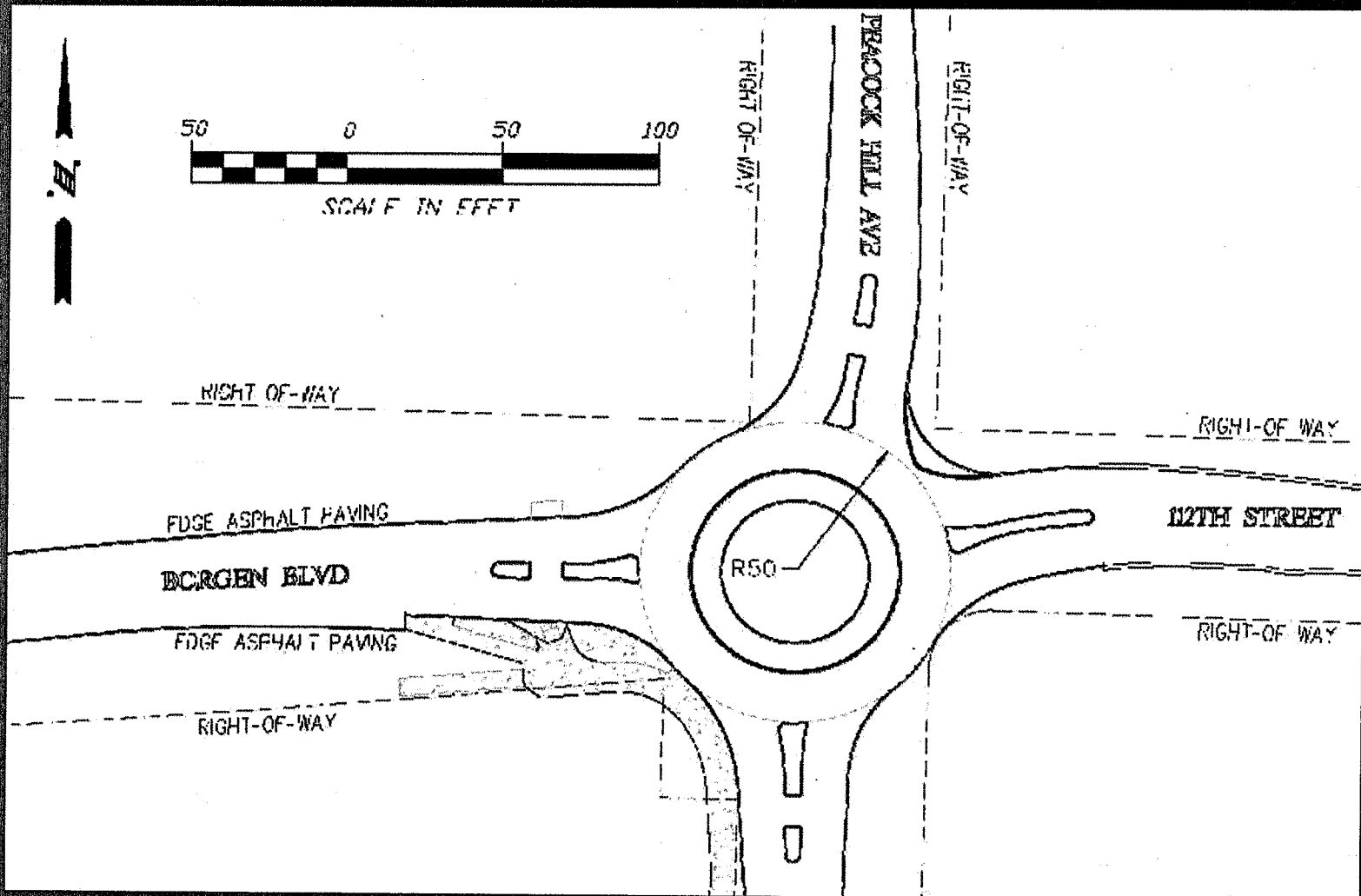
Site Category	Typical Design Vehicle	Inscribed Circle Diameter Range*
Mini-Roundabout	Single-Unit Truck	13-25m (45-80 ft)
Urban Compact	Single-Unit Truck/Bus	25-30m (80-100 ft)
Urban Single Lane	WB-15 (WB-50)	30-40m (100-130 ft)
Urban Double Lane	WB-15 (WB-50)	45-55m (150-180 ft)
Rural Single Lane	WB-20 (WB-67)	35-40m (115-130 ft)
Rural Double Lane	WB-20 (WB-67)	55-60m (180-200 ft)

* Assumes 90-degree angles between entries and no more than four legs.

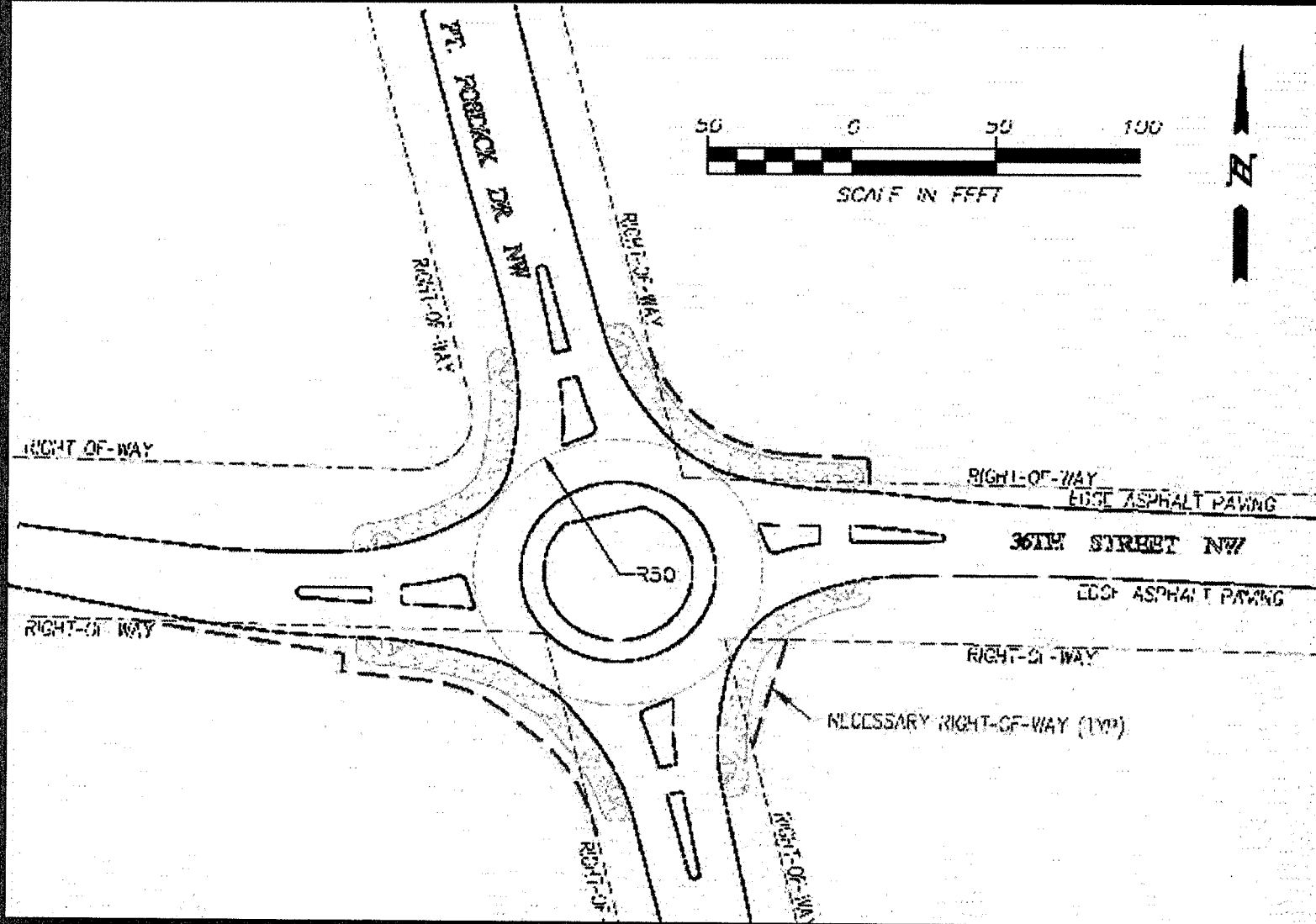
Design Element	Mini-Roundabout	Urban Compact	Urban Single-Lane	Urban Double-Lane	Rural Single-Lane	Rural Double-Lane
Recommended maximum entry design speed	25 km/h (15 mph)	25 km/h (16 mph)	35 km/h (20 mph)	40 km/h (25 mph)	40 km/h (25 mph)	50 km/h (30 mph)
Maximum number of entering lanes per approach	1	1	1	2	1	2
Typical inscribed circle diameter ¹	13 m to 25 m (45 ft to 80 ft)	25 to 30 m (80 to 100 ft)	30 to 40 m (100 to 130 ft)	45 to 55 m (150 to 180 ft)	35 to 40 m (115 to 130 ft)	55 to 60 m (180 to 200 ft)
Splitter island treatment	Raised if possible, crosswalk cut if raised	Raised, with crosswalk cut	Raised, with crosswalk cut	Raised, with crosswalk cut	Raised and extended, with crosswalk cut	Raised and extended, with crosswalk cut
Typical daily service volumes on 4-leg roundabout (veh/day)	10,000	15,000	20,000	Refer to Chapter 4 procedures	20,000	Refer to Chapter 4 procedures

¹ Assumes 90-degree entries and no more than four legs.

Geometry



Geometry

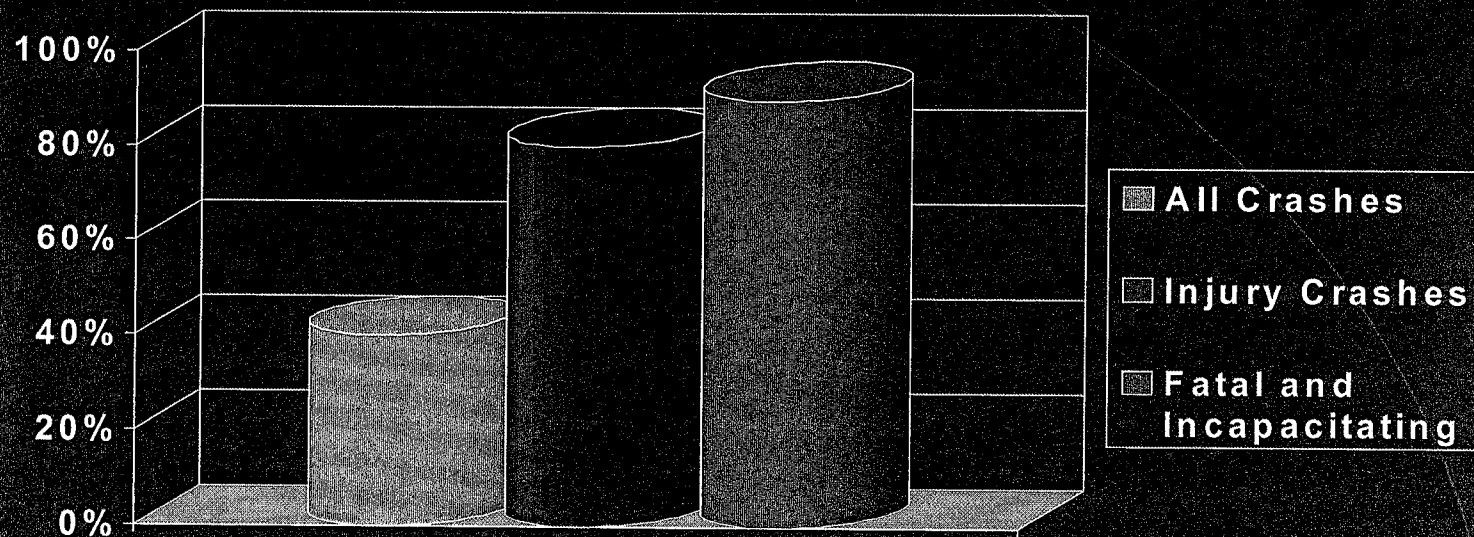


Conclusions

- **Vehicle speeds:** **REDUCED**
- **Number of driver decisions:** **REDUCED**
- **Number of conflict points:** **REDUCED**
- **Severity of vehicular conflicts:** **REDUCED**

Conclusions

Crash reductions at 23 U.S. Roundabout Conversions



TRR 1751, Paper 01-0562, 2001

Safety Effect of Roundabout Conversions in the United States

Empirical Bayes Observational Before-After Study

Retting, Luttrell, and Russell

November 2001

Public Opinion	Before Construction	After Construction
● Strongly opposed	41 %	15%
● Opposed	14%	13%
● Favoring	31%	63%

“Public Opinion and Traffic Flow Impacts of Newly Installed Modern Roundabouts in the United States”





POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: GHPD MONTHLY REPORT FOR MARCH 2006
DATE: APRIL 24, 2006

DEPARTMENTAL ACTIVITIES

Calls for service in March of 2006 increased by 82 compared to March of 2005 (2005/399, 2006/481). March 2006 saw an increase of 15 reports written compared to March 2005 (2005/143, 2006/158). We had four more DUI arrests in March 2006 compared to March 2005 (2005/5, 2006/9). Infractions in March 2006 were down by 38 when compared to March 2005 (2005/106, 2006/68). Statistics show our March 2006 traffic accidents have decreased by 13 accidents when compared to March 2005 (2005/25, 2006/12). Our Misdemeanor arrests in March 2006 decreased by three (2005/27, 2006/24) and our felony arrests decreased by two (2005/10, 2006/9) when compared to March 2005. Interestingly, our year-to-date (YTD) activity levels show increases in all categories except warrant arrests, FIRs, which are Field Interview Reports and traffic accidents.

Category	March 2006					
	March 2005	March 2006	Change	YTD 2005	YTD 2006	Change
Calls for Service	399	481	82	1121	1163	42
General Reports	143	158	15	412	470	58
Criminal Traffic	8	18	10	20	37	17
Infractions	106	68	-38	234	260	26
Criminal Citations	0	7	7	0	15	15
Warrant Arrests	8	12	4	28	23	-5
Traffic Reports	25	12	-13	52	47	-5
DUI Arrests	5	9	4	14	15	1
Misdemeanor Arrests	27	24	-3	97	101	4
Felony Arrests	10	9	-1	26	27	1
FIR's	2	0	-2	6	3	-3

Attached you will find several graphs that track 2006 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare

TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY 2006 YTD

	Teens (15-18)	Young Adult (19-25)	Adult (26-50)	Seniors (51 over)
January	3	4	7	4
February	1	7	5	6
March	5	3	7	1
Total YTD	9	14	19	11

Some of the more interesting calls for the month of March 2006 included:

- March 6th: A subject in a work truck exited his vehicle at the QFC located at 3110 Judson St. His truck door inadvertently struck an older Mercedes parked next to the truck. The truck, which had just been recently painted, had protective trim on the door edges so no damage occurred to the Mercedes; however, immediately following the accidental contact the female driver of the Mercedes exited her vehicle, walked over to the passenger side of her car where she opened her door and then slammed it into the truck side causing fairly substantial damage to the truck. The driver of the truck was particularly upset because he stated that there was no damage done to the Mercedes and the woman never even checked.
- March 6th: The police received an anonymous tip that a subject with outstanding DUI warrants was working at a local drinking establishment. Officers Garcia and Cabacungan responded to the location where they found the wanted subject and placed him under arrest.
- March 6th: Officer Cabacungan was on patrol in the area of Kimball Drive and Hunt Street at approximately 2130 hours when he noticed a subject inside a fenced-in area of the business' property. The subject was preparing to take some pots in a side field of the business. Cabacungan placed the subject under arrest for attempted theft and criminal trespassing.
- March 7th: Two newspaper boxes were stolen during the late hours from McDonalds and the Mini-Mart on Wollochet Drive. This is an ongoing problem with these being two of nearly a dozen that have been stolen over the past month. The boxes are valued at over \$700 each.
- March 7th: A husband and wife, who have been having marriage difficulties, got into a heated argument at a local apartment complex after the husband's mistress informed him that his wife had filed divorce papers without telling him. The husband manhandled the wife causing several scratches and bruises and when she tried to call the police he took her cell phone and threw it onto the parking lot pavement causing it to crack. The woman was thrown to the

pavement and the husband took the wife's dog and fled the scene. The wife informed arriving officers that she was concerned because he was scheduled to retrieve a gun at a Tacoma gun shop the next day. The alert officer coordinated with our dayshift crew who put a hold on the gun. Later in the morning, the husband came into the police station to find out why there was a hold on his gun and at that time, based on the responding officer's case report and probable cause, Detective Douglas arrested the husband. He was booked into jail with a \$30,000 bail. Great job by our staff in making sure the suspect was not able to retrieve the firearm during the course of this DV investigation.

- March 9th: A vehicle prowler resulting in the theft of a purse occurred in the 6600 block of Wagner Way when an unknown suspect punched the driver's door lock with what appeared to be a screwdriver. The victim's vehicle was a 2000 Ford Expedition.
- March 9th: A local convenience store clerk was in the back room when a subject was seen on video coming into the store, reaching over the counter and grabbing a small cash box. The suspect then went over to the soda coolers where he opened the box, removed \$75 cash, and then set the box down. When officers attempted to reach the clerk for questioning they were unable to do so due to the fact that the clerk had been fired for "having a bad attitude."
- March 10th: Officer Chapman and Reserve Officer Menday were dispatched to the QFC parking lot at 4900 Pt. Fosdick in reference to an apparent road rage situation. The officers arrived on scene where they learned that earlier two vehicles were on SR-16 near Cheney Stadium when one of the vehicles had to brake for a slowed semi-truck. The other vehicle was close behind and had to slam on its brakes to avoid a collision. From that point on the two vehicles were engaged in a mutual road rage situation all the way to Gig Harbor, where they both exited at Olympic/SR-16. The two vehicles then proceeded west to the Olympic and Pt. Fosdick intersection honking horns, stopping in the roadway, and cutting each other off. At this point a third vehicle joined the fray and began to follow the others and honk its horn. The driver of one of the vehicles, a Nissan truck, became agitated at this third vehicle and got out and began yelling at this driver, even pounding on his car with his fists. The original party that slammed on his brakes near Cheney Stadium turned into the QFC parking lot and then headed for the NW exit. The driver in the Nissan truck got back into his vehicle and again began to follow the other vehicle, a Nissan car. The Nissan car got stopped in traffic near the exit and at that time the driver of the Nissan truck exited his vehicle again, walked up to the Nissan car where he began to pound on the window with his fist. He then opened the unlocked door of the Nissan truck and began to punch the driver who was still trapped between two cars. The driver of the car tried to put it into drive and escape but at that time the subject who was assaulting him punched his door window shattering the glass all over him. The driver who was being assaulted put his car in reverse and rapidly backed into the Nissan truck several times until he could escape and drive off.

This driver then called 911. Officer Chapman discovered that the aggressive driver of the Nissan truck was driving on a suspended license for a DUI and he was supposed to have an interlock device on his car as well, which he did not. This subject, after receiving medical attention for an injured hand, was placed under arrest and taken to jail for assault, reckless driving, and driving on a suspended license.

- March 11th: Officer Allen was patrolling on Burnham Dr when he observed a large pickup truck coming towards him on the wrong side of the road. Allen swerved to avoid a collision and turned on the vehicle eventually pulling it over in front of Gig Harbor High School. Allen found that the driver was intoxicated and he subsequently placed him under arrest for DUI. The subject refused the breath test and was later booked into jail. A records check revealed that this subject had been convicted of two prior DUI's with another pending in court with this being his fourth.
- March 12th: A local Insurance office was burglarized and two laptop computers stolen. Entry was gained by throwing a rock through a rear window. The owner stated that he had observed a suspicious subject peering into his windows earlier. The suspect was eventually identified by the police and one of the computers was recovered.
- March 12th: The owner of a boat moored at Murphy's Landing called to report that somebody had broken into his boat and stole a depth finder, two way radios, and three bottles of liquor. No suspect information.
- March 12th: Officers Dahm and Garcia responded to a call of a one-car accident on Peacock Hill Rd at 102nd Street. Officers arrived on scene to find a car had crashed into a tree causing substantial damage to the car. The female driver, who was carrying two passengers, was very intoxicated and eventually arrested for DUI
- March 13th: A local business owner woke up to discover that his 2003 Cadillac Escalade was stolen from his driveway. The vehicle was located and recovered the next day in the 14000 block of Talmo Drive. It had been stripped of its tires/wheels, dashboard, stereo, and rear seats. No suspect information.
- March 13th: Several thefts from vehicles occurred:
 - ✓ A subject called to report that his vehicle had been broken into behind the Old Towne Bicycle Shop on Kimball Drive. A backpack containing a checkbook and a notebook containing personal information was taken.

- ✓ A woman reported that her vehicle was broken into at Gig Harbor High School and that her purse, which she had left in plain view on the front seat, had been stolen.
 - ✓ A woman reported that her car had been broken into at St. Nicholas Church and that an unknown suspect stole her purse that had been in plain view on the front seat.
 - ✓ A woman reported that her vehicle was broken into at the Methodist Church on Pioneer Way. Suspects stole her purse, which was left on the vehicle floorboard.
 - ✓ A man reported that his vehicle was broken into at the Gig Harbor Tacoma Community College campus. His briefcase containing an expensive digital camera was taken in the prowl.
- March 15th: Officer Allen was contacted by a citizen who reported that an older Chevy Pickup truck was driving recklessly around the area of a local bar. Allen found the vehicle, ran the registration, and discovered that the registered owner was wanted for domestic violence charges in both Kitsap and Pierce counties. Officers Allen and Garcia were able to locate the subject leaving the bar after a walk through was conducted. The suspect was arrested and transferred to a Kitsap County deputy for booking.
 - March 15th: Officer Dahm was dispatched to a subject who wanted to report that his car had been stolen. Dahm called the subject who said he had been at two area bars and that his car had been stolen from the nearby parking lot. Dahm determined that the subject was very intoxicated and probably had just forgotten where he had parked his car so he informed the subject to go to bed and call back the next day if he still could not locate the car. Officer Dahm then checked the parking lot of the Sunset Grill where he located the subject's car. After finding the car Officer Dahm saw a car pull up next to the aforementioned car. A male subject got out and was getting into the parked car when Officer Dahm drove up and contacted the subject asking him why he was getting into the car. The subject became belligerent with Dahm telling him to mind his own business and not to worry about it since he didn't see him driving. Dahm then informed the subject that he just did see him driving and that it was clear he was intoxicated. Dahm subsequently arrested the subject for DUI.
 - March 16th: Officer Allen was on routine patrol at the intersection of Pt. Fosdick and Olympic Drive when he observed two Honda cars racing past him at a high rate of speed, side-by-side, westbound on Olympic Drive. Allen stopped the vehicles, both driven by juvenile males, and cited/released them for Reckless Driving. Both parents were notified.

- March 16th: Officer Chapman was dispatched to a medical aid call of a possible juvenile overdose on alcohol involving a subject who had stopped breathing several times. The youth, who has been arrested numerous times by the Gig Harbor Police for liquor violations, did in fact appear to be under the influence of something. It was later determined that he had ingested alcohol and, according to a friend, LSD. The subject was transported to the hospital by the Fire Department.
- March 18th: While patrolling through the parking lot of a local convenience store, Officer Allen noticed that a male was purchasing a case of beer. It appeared to Officer Allen that the male did not look 21 years old. Officer Allen contacted the male as he exited the store and asked to look at his identification. The male produced a fake Colorado driver's license. Upon further investigation, it was revealed that the male was 20 years old. The male was arrested and cited for purchasing & possessing alcohol. Case # 060359
- March 18th: Officer Allen and a Pierce County deputy were dispatched to an unknown type disturbance at a local apartment complex. Upon arrival, they found a 23 year-old intoxicated male wearing a set of handcuffs. The male told officers that a couple of his girlfriends put the handcuffs on him and then left the apartment. He became angry when he could not find a key and was trying to cut the handcuffs off when the officers arrived. The officers removed the handcuffs and checked the subject for warrants. Two GHMC warrants for Assault were discovered and the male was put *back* into handcuffs and given a courtesy ride to the Pierce County Jail. Case # 060361
- March 19th: Officer Welch was asked to assist WSP in locating a vehicle driving the wrong way on SR16. Officer Welch located the vehicle near the Narrows Bridge and detained the driver until WSP Troopers arrived. The male driver was taken into custody for DUI. Case # 060369
- March 21st: Officers Dahm and Garcia were dispatched to the scene of a one car hit & run accident. Upon arriving, they found that a pickup truck had driven off the roadway, run over a telephone junction box and ended up in the woods. A witness said that a male and female had fled on foot from the scene of the accident. While the officers were investigating the collision, two male subjects in a pickup truck stopped at their location. They talked briefly with the officers about the accident and then left. A short time later, a container of marijuana and a wallet were found in the console of the crashed pickup. The wallet identified the owner and driver of the pickup. Officers then realized that one of the subjects they had just spoken with was the driver of the crashed pickup. The pickup was impounded with a police hold. The driver appeared the following day at GHPD and wanted his pickup released. He reported that a deer had run out in front of him and he swerved causing the collision. The 31 year-old male owner/driver was arrested and cited for DUI, Hit & Run, Obstructing a Law Enforcement

Officer and Unlawful Possession of a Controlled Substance (marijuana). Case # 060378

- March 22nd: Sgt. Dougil and Officer Allen were dispatched to the scene of a parking lot accident involving an assault. When they arrived they discovered that a 36 year-old intoxicated male had backed up into another parked vehicle. A 31 year-old male witness to the accident detained the intoxicated driver by way of punching him in the nose. Both subjects were arrested... the intoxicated driver for DUI and the witness for Assault 4th degree. Case # 060381
- March 23rd: Two teenage girls reported that an Asian male exposed himself to them by taking his penis out of his pants as the girls walked past him in the rear of a local shopping center. The girls fled on foot and an area check for the suspect was unsuccessful. Case # 060387
- March 25th: Officers Welch, Chapman and Reserve Officer Menday responded to a call of priority backup for a WSP Trooper. The Trooper had pursued a drunk driver from the Narrows Bridge to Reid Road. On Reid Road, the suspect vehicle lost control and rolled several times. The 24 year-old male driver fled on foot. Officers Welch, Chapman and Menday arrived almost immediately and pursued the suspect on foot. After a 15- minute foot pursuit through neighborhoods, the officers were able to capture the suspect without injury. *Great job by our officers!* Case # 060398
- March 26th: While on patrol, Officer Welch observed a vehicle driving in the bike lane and over the fog line. Officer Welch stopped the vehicle and discovered that the 18 year-old female driver was intoxicated. The female was arrested for DUI. Her breath test results were .144 and .148. Case # 060399
- March 26th: While on patrol, Officer Dahm noticed a 25 year-old male holding a sign at a major intersection. The sign read "Homeless Please Help." Officer Dahm stopped to see if he could provide some "help" for the subject. While talking to the male, Officer Dahm discovered that that the male was wanted on two warrants. Officer Dahm *helped* the male by providing him with a place to stay for the evening-- the Pierce County Jail. Case # 060400
- March 26th: Officer Dahm responded to a call involving a violation of a protection order. Officer Dahm's investigation revealed that a 43 year-old female had violated an active protection order involving two other subjects. The female was taken into custody. While at GHPD, the female talked of committing suicide. She was provided transportation to St Joseph Medical Center for a voluntary commit by the PCFD Dist 5 after being issued two criminal citations. Case # 060402
- March 27th: Officer Garcia was dispatched to a local apartment complex to check on a suspicious vehicle that had been "cruising" the lot. Upon entering the area,

Officer Garcia observed the vehicle leaving. The vehicle had a smashed windshield and Officer Garcia stopped the vehicle for the equipment violation. Upon contacting the 45 year-old male driver, Officer Garcia discovered that the driver had a suspended driver's license. The driver was taken into custody. During a search of the vehicle incident to arrest, Officer Garcia discovered a small amount of Methamphetamine and Marijuana. The 28 year-old male passenger was also taken into custody and both subjects were booked into the Pierce County Jail on assorted drug charges. Case # 060407

- March 28th: At approximately 0330 hours, two male subjects drove a light blue colored station wagon into the lot of a local car wash. While one of the subjects washed the car, the second subject removed a ladder from the vehicle and gained access to the roof of the building. The subject then removed a chimney cap and attempted to drop into the machinery room which contained the coin machines. As the subject was attempting to gain entrance through the roof, the sensor alarm activated and both subjects fled the car wash leaving their ladder behind. The car wash's security camera video taped the entire incident. However, the identity of the suspects is unknown. Case # 060408
- March 30th: Officers responded to a local department store for a male and female who had just shoplifted several items and were now entering their vehicle. The officers arrived just in time to capture the suspects before they left the lot. A 36 year-old male and a 28 year-old female were taken into custody. While searching the male, the stolen items were located in his pants pockets. The female was not in possession of any stolen property, however an active warrant from Kitsap County was discovered and she was arrested on the warrant. The male was cited and released and the female was booked into the Kitsap County Jail. Case # 060417
- March 30th: Officer Chapman was alerted to a possible drunk driver by a motorist that was following the vehicle. Officer Chapman located the vehicle and made contact with the 46 year-old male driver. The driver showed signs of intoxication and later failed field sobriety tests. The male was arrested for DUI and his BAC results were .90 & .94. The male told Officer Chapman during his interview that he was driving to his AA meeting prior to being stopped. Case # 060419
- March 31st: While checking the park-n-ride lot at 0126 hours, Officer Chapman discovered a parked stolen Jeep from Tacoma. When Officer Chapman looked inside the vehicle, he saw a young male sleeping inside. Officer Chapman awoke the subject and discovered that he was a 17 year-old missing person from Tacoma. The 17 year-old was also wanted on an active felony warrant from Remann Hall. When asked how he came in possession of the stolen Jeep, the 17 year-old refused to make a statement. The male was booked into Remann Hall on charges of Possessing Stolen Property and the warrant. *Great proactive police work by Officer Chapman.* Case # 060420

- April 1st: Officer Welch was dispatched to the scene of a Hit & Run accident at a local fast food restaurant. The victim told Officer Welch that she was in the drive thru line when the suspect vehicle struck her vehicle twice in the rear end. When the victim confronted the female suspect, the female suspect told the victim that she needed to move faster. Officer Welch later located the 46 year-old female suspect. The female told Officer Welch that the victim was too slow in the drive thru, and she needed to move faster. The female was cited for Hit & Run to an attended vehicle and released. The suspect has a history of mental illness and Officer Welch has asked that the prosecutor review the case in regards to the suspect's driving privileges. Case # 060423
- April 2nd: A 14 year-old female reported that she and a friend were walking along the Cushman Trail, when three teenage males approached them. One of the males grabbed the 14 year-old and bit (sucked) her neck causing a "hickey" on each side of her neck. Other than the two "love bites", the victim was uninjured. The suspects were unknown to the victim. *Update: with further investigation officers learned that this was a case of false reporting. The "love bites" were applied by a girlfriend of the victim in the course of goofing around. The victim was afraid of what her father would do, so she fabricated the alleged assault.*

TRAVEL / TRAINING:

- Chief Davis attended an 8-hour Weapons of Mass Destruction (WMD) training on March 7th.
- All officers received mandatory firearms training on March 9th.
- Chief Davis attended the FBI-NA "Lessons Learned" training in Renton on March 23rd covering the investigation of the Abbotsford killer investigation in Canada.
- CSO Mock attended training on recruiting and retaining volunteers.
- Detective Douglas attended Homicide Investigation training in Vancouver WA from March 13th through the 17th.
- Police Support Specialist's (PSS) Marline and Deb attended ACCESS Training on March 17th.

SPECIAL PROJECTS:

- Chief Davis recently met with a consultant to discuss the installation of a digital video system in the department booking room. We will probably be submitting a proposal during the next budget cycle. There is the opportunity to secure grant money to assist with the funding of this project.
- Backgrounds on two potential entry-level candidates, a male and a female are progressing and should be completed in May.

- CSO Mock is working with members of Safe Streets to discuss plans for a ID Theft Forum at the Civic Center in October. CenturyTel is a major sponsor of this upcoming event.
- Our new Explorers Post has been assisting CSO Mock in putting together DNA kits. These kits will be presented to parents and children at our local Safety Fairs. Olympic Pharmacy donated the 4000 cotton swabs for the 2000 kits. In the event of a missing child, the kits will provide valuable DNA information when trying to locate or identify a missing child.
- CSO Mock is working on coordinating a Community Academy. This is a nine-week program aimed at introducing members of our community to the inner workings of the GHPD. CSO Mock is also working with the PCSD in organizing a National Night-Out Celebration in August at the Civic Center. This is a nationwide event aimed at marketing crime prevention programs like Neighborhood Watch.
- We continue to see a decrease in the workload experienced by our office staff in responding to incoming phone calls from the public after implementing a phone tree on our police phone line in February. The phone tree is very short and has not resulted in any complaints from the public. We have tracked our workload indicators and they are reflected in the matrix below.

	January phone calls	February phone calls	March phone calls
PD phone calls	620	368	393
County phone calls	108	76	49
Dispatched calls	76	28	49
Calls in error	12	6	8

PUBLIC CONCERNS:

- We had 25 false alarms during the month of March. Our YTD false alarm total through the first quarter is 77, which is substantially lower than what we experienced before the initiation of our False Alarm Compliance reporting program.
- We are working with the PCSD in determining how we can decrease the number of thefts from vehicles occurring in the south Peninsula. CSO Mock is working with our Information Technician, Alon Davis and the PCSD in utilizing crime analysis techniques to better understand if a pattern is evident. She is also distributing flyers urging citizens to either take valuables with them or lock these valuables (i.e. purses and laptop computers) in the trunks of their vehicles when parking cars in the city.

- We have been receiving more traffic complaints now that daylight savings time is in place. Officer Mike Allen has been assigned to work strictly traffic enforcement Tuesday through Friday from 0600 hours to 0800 hours. We are looking at having Mike work specific traffic enforcement details on overtime when he is available. He has found that the police motorcycle is very effective in traffic enforcement applications.

FIELD CONTACTS

Staff made the following contacts in the community during March:

- Chief Davis met with WSP Captain Steve Sutton, who oversees all security services related to the Washington State Ferry system. Captain Sutton authorized the use of the WSP bomb dogs during a recent bomb threat at Gig Harbor High School.
- On March 8th, Chief Davis attended a steering committee update meeting with the Franciscan St. Anthony's Hospital project.
- Chief Davis and Lt. Colberg attended the Civil Service meeting on March 10th establishing hiring lists for entry and lateral candidates.
- Chief Davis attended the DUI task Force Meeting on March 15th.
- CSO Mock presented an internet safety class on March 18th to Peninsula School District staff.
- CSO Mock gave a Neighborhood Watch presentation to the Shyleen Street neighborhood on March 20th.
- Chief Davis met with the Gig Harbor Chamber Board of Directors to give an update on the police department on March 21st.
- Our Leadership Team (sergeants and command staff) met with Kitsap County Animal Control to discuss the logistics of accessing our contractual animal control services.
- Chief Davis met with the planning committee for this year's Pierce County Law Enforcement Memorial Ceremony to be held at McCord Air Force Base on May 4th. Chief Davis has agreed to be the master of ceremonies for this year's event.
- On March 29th, Chief Davis participated in "mock job interviews" at Gig Harbor High School. He served as a prospective employer interviewing students for jobs.

- On March 31st, Chief Davis met with representatives from the Boy's and Girl's Club to discuss juvenile crime trends on the Lower Peninsula.
- Sgt Emmett participated in the Annual Health & Safety Expo at PCFD District 5 with the MSU boat on April 1st.

OTHER COMMENTS:

We are currently working at a reduced staffing level of two FTEs, due to one of our officers assigned to light-duty while recuperating from a broken foot and one open position due to a retirement in December of last year. We anticipate filling our open position during the first half of May.

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