

Gig Harbor City Council Meeting

**October 27, 2008
6:00 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
October 27, 2008 – 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Oct. 13, 2008.
2. Receive and File: 3rd Quarter Report.
3. Resolution No. 771 – Emergency Management Mitigation Plan.
4. Liquor License Renewals: Maritime Mart; Marketplace Grille; Harborview Grocery Inc.; and Gig Harbor Shell Food Mart.
5. Approval of Payment of Bills for Oct 27, 2008:
Checks # 59176 through #59317 in the amount of \$851,712.27.

PRESENTATIONS:

SWEARING IN CEREMONY: Reserve Officer Kris Johnson.

OLD BUSINESS:

1. Second Reading of Ordinance – LTGO Bond.
2. Second Reading of Ordinance – Retroactive Marina Fire Protection Requirements.
3. Second Reading of Ordinance – 2008 Comprehensive Plan Amendments.
4. Canterwood Annexation.
5. Wastewater Facilities Easement and Maintenance Agreements – Kvinsland.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – RLD Minimum Density Requirement.
2. Public Hearing on Revenue Sources.
3. Dept. of Archeology and Preservation Grant Agreement – Haer Netshed Report.
4. Dept. of Natural Resources Grant Agreement – Eddon Boat Remediation.
5. Dept. of Natural Resources Amendment to Grant Agreement – Eddon Boat Remediation.
6. Well No. 10 Water Right Application Cost Reimbursement Agreement – Department of Ecology.
7. Resolution - Sole Source Equipment: Courtsmart System.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor presents 2009 Proposed Budget.

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wed. Nov. 5th at 9:00 a.m. in Community Rooms A/B.
2. BB-16 Citizens Panel – Wed., Nov. 5th at 11:00 a.m. in Community Rooms A/B.
3. Budget Worksession: Court, Admin, Finance, Planning, Building/Fire Safety, Police, Tourism – Monday, November 3rd at 6:00 p.m.
4. Budget Worksession: Public Works – Tuesday, November 4th at 6:00 p.m.
5. Intergovernmental Affairs: Monday Nov. 10th CANCELLED.
6. Reception for Bob Mortimer – Mon. Nov. 10th at 5:00 p.m.
7. BB-16 Open House & Public Input – Mon. Nov. 10th at 5:00 p.m.; Presentation to Council at 6:00 p.m.
8. BB-16 Final Recommendation – City Council Meeting, Mon. Nov. 24th at 6:00 p.m.

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 13, 2008

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Kadzik, Payne and Mayor Hunter. Councilmember Malich joined the meeting at 6:45 p.m.

CALL TO ORDER: 5:00 p.m. (early start time due to the number of public hearings.)

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes: a) Budget Retreat – September 12, 2008; b) City Council Meeting of September 22, 2008.
2. Receive and File: a) Building / Fire Safety Monthly Report. b) GHPD Monthly Report. c) Harborview Judson Workstudy Session September 16, 2008.
3. Council Committee Reports: Finance / Safety Committee September 15, 2008.
4. Correspondence / Proclamations: a) Domestic Violence Prevention Month. b) Work Progress Administration (WPA) 75th Anniversary Celebration.
5. Liquor License Application: Il Lucan.
6. Resolution – Surplus Equipment.
7. Prosecuting Attorney – Contract Renewal.
8. CERB Grant Authorization.
9. Wastewater Facilities Easement and Maintenance Agreements – Kvinsland.
10. Traffic Counts for Intersections – All Traffic Data Services (ATD) Consultant Services Contract.
11. Eddon Boat – Amendment to GeoTech Contract.
12. Crescent Creek Property Acquisition / Pierce County Conservation Futures Grant Agreements.
13. Appointment of Committee: Skansie Brothers Pier Options Feasibility Options.
14. Approval of Payment of Bills for Oct. 13, 2008: Checks #59000 through #59175 (59043 void) in the amount of \$1,334,277.29.
15. Approval of Payroll for the month of September: Checks # 5242 through #5267 and direct deposits in the total amount of \$361,238.40.

Councilmember Ekberg asked that Consent Agenda Items number 7 through 11 be moved to New Business.

MOTION: Move to adopt the Consent Agenda as amended.
Kadzik / Conan – unanimously approved.

PUBLIC MEETING: Canterwood Annexation Request.

Tom Dolan presented this request to annex 714 acres. He explained that due to the complexity of this annexation, the city hired a consultant to do an analysis of the proposal. Mr. Dolan recommended that because Council just received the consultant's report they may wish to hold the public meeting tonight and make a recommendation at the next meeting. He introduced the consultant, John Spencer, who gave a 30 minute

presentation on the estimated impacts of annexing this property. He explained the necessary steps if Council made the decision to move forward with the annexation.

Russell Tanner – President of Canterwood Development Company and member of the Homeowners Board. Mr. Tanner said that this “win-win situation” benefits Canterwood by better police presence and potentially lower taxes. The benefit to the city would be additional revenues. He clarified that Canterwood is 85% built out and so some of the planning cost presented by Mr. Spencer seemed high. They maintain their own roads and stormdrains which are cost benefits to the city. He said that the zoning issues were addressed when the UGA was established. Canterwood has always been a master planned community; the city did the R-1 overlay and so now there are non-conforming uses which can be fixed through this process. He addressed comments about the water, system and stormwater systems. He said that they are working with the city to resolve the issues with the step-system and that switching out the entire sewer system would cost millions. He questioned the budget numbers in the presentation, commenting that they seem extremely high. He said that expanding a master planned community with defined borders seems to cloud the issue. Mr. Tanner said that they will take the information presented this evening to the golf course and members of the community to review. He stressed that this is a unique opportunity for the city because from a revenue stream standpoint, this kind of annexation doesn't happen often. He addressed the question regarding ownership of the golf course by responded that it is separate from Canterwood Homeowners.

Norbed Medven – lives in Canterwood. Mr. Medven asked for clarification on the availability of sewer and how long there will be capacity.

Mayor Hunter and Rob Karlinsey described the plans to expand the Wastewater Treatment Plant by 50% next year, and that no one knows how long the capacity will last.

John Morrison – 1300 750th St. Ct. NW. Mr. Morrison, Development Manager for Canterwood, presented a brief history of the working relationship with the city during the sewer extension for Peninsula High School. He said that annexation has been part of Canterwood's intent for at least 22 years and during that time he has never heard that the city or the citizens were unhappy with the idea.

Doug Allen – Chair of the Government Relations Committee for Canterwood – 11714 Hunter Lane NW. Mr. Allen clarified that the 2-3 police officers hired as a result of the additional revenue from the Canterwood assessed valuation would not be dedicated to patrolling Canterwood. They would be additional staffing for the city that could be utilized in whatever capacity needed. He suggested that perhaps the city could be divided into patrol districts.

Clifford Derbin – 4929 Canterwood Drive. Mr. Derbin asked for the current level of city indebtedness considered in the analysis and if there is a 3-5 year plan for future debt.

He referenced an article in the Gateway that the city's future debt was approximately 70 million.

Mr. Spenser responded that the city has approximately 3.1 in voted debt and 11 million in non-voted. Rob Karlinsey further explained that the city only has one voted debt, Eddon Boat Park.

MOTION: Move to table action on the Canterwood Annexation until the next meeting.
Kadzic / Payne – unanimously approved.

The public meeting on the Canterwood Annexation was closed at 6:05 p.m.

PRESENTATIONS: Domestic Violence Month – Ann Eft, Executive Director, Committee Against Domestic Violence and Paul Nelson, Municipal Court Administrator.

Mayor Hunter presented the proclamation to Ms. Eft who said thank you and described the activities that the city has been involved in to increase awareness of the issues surrounding Domestic Violence.

Paul Nelson, Court Administrator described the partnerships formed with Municipal Court, Pierce County and the Gig Harbor Police Department. He stressed that current financial conditions may lead to more domestic violence issues and talked about the plans for GPS Supervision of known offenders in 2009.

Mayor Hunter recommended skipping to New Business to accommodate the public hearing on the Comprehensive Plans. Council agreed to the agenda change.

NEW BUSINESS:

1. First Reading of Ordinance – Retroactive Marina Fire Protection Requirements. Dick Bower, Building and Fire Safety Manager, presented the information on this ordinance to retroactive apply code requirements for marina fire protection to address safety issues. He explained that several stakeholder meetings have been held with minimal opposition expressed. This will return for a second reading at the next meeting.

2. Public Hearing and First Reading of Ordinance – 2008 Comprehensive Plan Amendments. Tom Dolan, Planning Director, explained that nine comp plan amendments were forwarded to the Planning Commission for consideration. Public hearings and workstudy sessions were held on these nine, and the Planning Commission formulated a recommendation to Council.

Mr. Dolan gave a brief presentation on each amendment before the public hearing was opened to allow public testimony.

COMP 07-0005: Gig Harbor Wastewater Comprehensive Plan Amendment to Sewer Basin C14. The proposed Comprehensive Plan amendment, requested by

Harbor Reach Estates LLC, would amend text and maps related to the Sewer Basin C14 in the Gig Harbor Wastewater Comprehensive Plan.

Mayor Hunter opened the public hearing at 6:21 p.m. As there were no comments the public hearing closed.

COMP 08-0001: 3700 Grandview Street Comprehensive Land Use Map

Amendment. The proposed Comprehensive Plan amendment, requested by MP8 LLC and Pioneer & Stinson LLC, would change the land use designation for 4.27 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation.

Mayor Hunter opened the public hearing at 6:25 p.m.

Carl Halsan – Agent for the Applicant. Mr. Halsan asked Council to consider approving the proposal as amended over the past months. He said that the latest site plan addresses the concerns raised by the Planning Commission and the neighbors. The plan is different than the one included in the packet in that it depicts a suggestion to go with a 40' wide, dense vegetative screen along the southern border where it interfaces with the single-family development on Butler; substantially more than what is required by code in an attempt to give the neighbors a screened view of the mixed-use project. He also said that they are dropping the request for duplexes as suggested by the Planning Commission which would result in another 40 feet of dense screening and single family homes before the mixed use structure. He said that the code requires preservation of 20% significant trees and they will work with staff to do more. He said that they are willing to leave the downhill portion of the project in single-family homes to address the concerns of commercial “creep” down the hill towards the existing neighborhood. Mr. Halsan then addressed Council questions about the project. He said that they could present a development agreement for consideration very quickly.

It was determined that due to the substantial changes to the proposal that this would require another public hearing before adoption.

Bill Fogerty – 3614 Butler Drive. Mr. Fogerty voiced appreciation for the amendments. He said that this is a far different plan that they had seen previously and said he had no objections to this new proposal.

Mike Paul – 3720 Horsehead Bay Drive. Mr. Paul, applicant for this proposed amendment, gave a brief overview of his family history stressing how much he cares about the community. He described what could have legally been built on the property that he referred to as “heirloom.” He stressed how much time and effort has been put into designing something that wanted his great-grandchildren to be proud of but which was met with so much negativity from those who didn’t take the time to learn what it was about. He then described the project as a daylight basement with underground parking, commercial at the main level and condos above. He said no plans have been made for

the RB property below, and said that he is willing to enter into a development agreement.

Bill Fogerty made a comment on how the height of the structure is measured. He said it should be based on the bluff because the issue is looking up at a three-story building.

There were no further public comments and the hearing closed at 6:46 p.m.

COMP 08-0002: Parks, Recreation and Open Space Element Update. The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would update, revise and add to the list and descriptions for current and planned parks, recreation and open space projects. The amendment will allow the City to update its park impact fees.

Mayor Hunter opened the public hearing at 6:48 p.m. As there were no comments the public hearing closed.

COMP 08-0003: 3720 Harborview Drive Land Use Map Amendment. The proposed Comprehensive Plan amendment, requested by Michael Averill of Lighthouse Square LLC, would change the land use designation for one parcel of property (approximately ¼ acre) located at 3720 Harborview Drive, currently occupied by Lighthouse Marine and Speedy Auto Glass, from a Residential Low (RL) designation to a Residential Medium (RM) designation.

Mayor Hunter opened the public hearing at 6:51 p.m.

Richard Swanson – 14618 42nd Ave Ct NW. Mr. Swanson, one of the property owners in this amendment, showed a photo of the property from the 1930's. He described 80 years of heavy commercial use at this site. He explained that they are not asking for a rezone, but for something more appropriate than residential. The request would be consistent with the adjacent Yacht Club. He said they would appreciate Council support for this request that would allow them to plan for a project at a later date. He stressed that they have no current plans, but hopefully, whatever they do would result is less congestion that what they have now.

There were no further public comments and the public hearing closed at 6:53 p.m.

COMP 08-0004: Area-Wide Land Use Map Amendment. The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor Planning Commission, would correct inconsistencies between the Land Use Map and the Zoning Map. The three amendments include:

1. A land use designation change from Residential Medium (RM) to Residential Low (RL) of approximately 38 acres along the west side of Soundview Drive zoned R-1;

Mayor Hunter opened the public hearing on **Area 1** at 6:58 p.m.

Ron Ebersode – 3004 Islandview Court. Mr. Ebersode said that they talked it over with the most of the neighbors on the street, and it seems like an insignificant change as these are all established homes and there isn't very much property that could be changed to condos or apartments. Because of this, and because it cost time and money to change the zoning they, recommended not to do it.

Carla Martin – 6775 Weatherglass Lane. Ms. Martin said that there is property adjacent to Spinnaker Ridge that is undeveloped and the neighbors she has spoken to would prefer that it be zoned R-1. She said that keeping noise down is important as theirs is a pretty calm neighborhood most of the time. She mentioned that there could be a potential for duplexes on the property with this amendment. She said that there is an easement across Spinnaker Ridge and so driveways could be accessed off Erickson.

Eric Barron – 3171 Soundview Court. Mr. Barron, Vice-President of the Soundview Court Homeowners Association, said that they are in favor of the amendment, or re-alignment of the Comprehensive Plan with the zoning. They felt that in the past there were errors which created island zoning of R-2 on both sides of their neighborhood which are inappropriate, based on the halted Autumn Crest development there. He said that if that would have been zoned R-1 it would have been built, sold and done with. He voiced concern with the Stewart Property, adding that Mr. Stewart has inferred that any further development will probably be single family dwellings.

Jeff Meredith – 3225 Soundview Court. Mr. Meredith concurred what was just said. He said that they would appreciate if that land would remain single-family residential with no multiple family or duplex in there due to the significant and inappropriate impacts to the rest of the neighborhood.

There were no further public comments and the public hearing closed at 7:04 p.m. and the hearing on **Area 2** opened.

2. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 16.5 acres between Soundview Drive and Harborview Drive near the old ferry landing zoned R-2;

Mayor Hunter opened the public hearing at 7:11 p.m.

Richard Kemp – 7155 Grandview Place. Mr. Kemp thanked staff for taking the initiative to let them know of the proposed zoning issue. He then described the properties surrounding his parcel and said that he is opposed to any zoning change. There is multi-family on both sides of his property and asked that his not be down-zoned as he bought it as R-2 with the ability to develop in mind. He asked that the property not be singled out.

Lisa Clark – adjacent property owner. Ms. Clark said that along with Beverly McMann, she wants to go on record to oppose any changes to the zoning because they were

never made aware of the change to begin with. She said that Ms. McMann is a fifty year resident and she is an 18 year resident and they were never made aware of the change to R-2; it has always been R-1 in this area. She said that the reason that they oppose the change is that Grandview Place is a private road in which they own a share. Any access to any sort of multi-family dwellings would be through a private road. With all due respect to Mr. Kemp, a Real Estate Agent; who probably would like to turn his property into a multi-family dwelling in the future.

Tom Dolan said that this area has been zoned R-2 for many years.

Marion Hansen – 7507 Hill. Ms. Hansen voiced concern that if properties are purchased as R-2, then 10-20 years down the line, the entire area would go to condos. Mr. Kemp's property has a 4-plex on one side and condos on the other and further down the road. In her neighborhood, there is an 8-plex on one side of her and office buildings in front. She said that if you downzone Mr. Kemp's property, the next might be her's which would then have no value due the surrounding multi-family dwellings. There is a proposed development of expensive homes not far from her that may want it down-zoned, but because it's been R-2 for a long time she doesn't support a change.

Kirk St. Johns – 7201 Soundview Drive. Mr. St. Johns, speaker for his father, said that they have a great relationship with their neighbor Lisa; the neighborhood is a wonderful place and that is why they love Gig Harbor and why he and his brother encouraged their parents to buy this property (corner of Grandview and Soundview). He explained that currently the property is a non-conforming duplex but a downzone to R-1 would hamper their ability to plan for any future use. There are condos and other multi-family units nearby; it is important to recognize that the property is zoned R-2, and so it isn't a question of rezoning but of leaving it as is. He said that they sincerely appreciate the neighbor's concerns and asked Council to recognize the future value of his parent's property and ability to use it as a retirement home and supplemental income.

Mr. St. Johns' father spoke and said that they bought the property because it was zoned R-2 to make a place for himself, his wife and his two sons so that they would be able to take care of their parents. He respectfully asked Council to leave it at the R-2 zoning designation which has been there many years.

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

3. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 250 acres between Burnham Drive and State Route 16 in the Urban Growth Area with pre-annexation zoning of R-2.

Tom Dolan clarified that the Planning Commission did not perform specific analysis of this large area to determine whether the zoning is appropriate, but accepted the fact that pre-annexation zoning has been established at R-2 and agreed to by Council in the pending annexation. He said that the goal of this Comp Plan amendment is to bring the map into conformance with this zoning.

Mayor Hunter opened the public hearing on **Area 3** at 7:30 p.m. There were no public comments and so it was closed.

Tom Dolan explained that the next four Comp Plan Amendments are city sponsored and deal with elements of the Comprehensive Plan Updates.

Application COMP 08-0005: Gig Harbor Wastewater Comprehensive Plan Amendments to Sewer Basins C1, C5 and C8. The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend sewer basin boundaries to reflect actual conditions for Sewer Basins C1, C5 and C8 contained in the Gig Harbor Wastewater Comprehensive Plan.

Mayor Hunter opened the public hearing at 7:32 p.m. There were no public comments and so it was closed.

Application COMP 08-0006: Utilities Element Update. The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would add a goal to the Utilities Element to allow for the potential creation and utilization of reclaimed (Class A) water at the City's Wastewater Treatment Plant.

Mayor Hunter opened the public hearing at 7:33 p.m. There were no public comments and so it was closed.

Application COMP 08-0007: Capital Facilities Plan Update. The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Capital Facilities Plan to update the stormwater, wastewater, water system, parks, recreations and open space, and transportation improvement projects included in the six-year and twenty-year improvement project lists. The City currently has a consultant under contract to assist with the development of the City's Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models. The models will then be used to test and finalize the six-year and long range transportation improvement project list included in the Capital Facilities Plan. This work is currently in progress and is scheduled to be completed in draft form by May 23rd with a final report due June 16th. This will allow staff the time to incorporate changes into the proposed amendments sent to the Planning Commission.

Mayor Hunter opened the public hearing at 7:35 p.m.

John Alexander – Master Builders Association, 1120 Pacific Avenue, Tacoma. Mr. Alexander asked if the traffic modeling is estimated to be done by May 2009. He said that they are following actual projects, the costs and how the shares will be divided. He asked when they could expect to see that information.

Emily Appleton, Senior Engineer, responded that the traffic modeling was completed in May of 2008. Once the Six-Year TIP is adopted the impact fees will be calculated. The TIP is scheduled for adoption at the end of October.

There were no further public comments and so the hearing closed at 7:37 p.m.

Application COMP 08-0008: Transportation Element Update. The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Transportation Element, correcting inconsistencies and incorporating new information resulting from work in progress to identify key transportation capacity improvement projects using updated growth and traffic modeling information. As discussed above, the staff will update this amendment, as appropriate, based on the information garnered from the Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models which are currently being developed.

Mayor Hunter opened the public hearing at 7:38 p.m. There were no further public comments and so it was closed and staff addressed Council questions regarding the changes.

Mayor Hunter asked for a brief recess at 7:44 p.m. Councilmember Young left the meeting at this time.

The meeting resumed at 7:55 p.m. and Mayor Hunter asked to go back to Old Business.

OLD BUSINESS:

1. Second Reading of Ordinance – Prentice Avenue and Sutherland Street Vacation / Gary Stainbrook. David Stubchaer, Public Works Director, presented this ordinance to vacate a portion of Prentice Avenue and Sutherland Street per the non-user statute.

MOTION: Move to adopt Ordinance No. 1140 as presented.
Ekberg / Conan – Five voted in favor. Councilmember Malich voted no.

1. Second Reading of Ordinance – Prentice Avenue and Sutherland Street Vacation / Paul Crow. David Stubchaer presented another ordinance to vacate a portion of Prentice Avenue and Sutherland Street per the non-user statute.

MOTION: Move to adopt Ordinance No. 1141 as presented.
Payne / Ekberg – Five voted in favor. Councilmember Malich voted no.

2. Second Reading of Ordinance – Woodworth Avenue Street Vacation / Mark & Lynn Stonestreet. David Stubchaer presented this ordinance to vacate a portion of Prentice Woodworth Avenue per the non-user statute.

MOTION: Move to adopt Ordinance No. 1142 as presented.
Payne / Ekberg – Five voted in favor. Councilmember Malich voted no.

2. Second Reading of Ordinance – Harborview Drive Street Vacation / City of Gig Harbor. David Stubchaer presented this ordinance to vacate a portion of Harborview for setback purposes in conjunction with the Wastewater Treatment Plant Expansion Project.

MOTION: Move to adopt Ordinance No. 1143 as presented.
Malich / Conan – unanimously approved.

The agenda moved back into New Business.

4. First Reading of Ordinance – LTGO Bond. David Rodenbach, Finance Director, presented the information on this ordinance providing for the issuance and sale of a limited tax general obligation bond for the purpose of financing transportation and park improvements. He introduced the city's bond structuring agent David Trageser, Vice-President of D.A. Davidson. Mr. Tregeser answered questions about the bond market and interest rates. He offered to prepare a benchmark report of other jurisdiction's Councilmanic bond debt.

Staff and Council discussed city debt concerns. Rob Karlinsey clarified that the LTGO Bond was discussed as part of the 2008 Budget Process. After this bond the city will have approximately 13 million in debt with 20 million in debt capacity.

This will return for a second reading at the next meeting.

5. Resolution – Authorizing an Interfund Loan – Eddon Boat Remediation Project. David Rodenbach presented the information on this resolution to address the need for working capital to access the re-imbursement grant funds for the clean-up of the Eddon Boat Park property. He explained that the city has grant funding for this project and the seller, Harbor Cove Group is under contract to pay the balance of remediation costs not funded by the grant.

Council and Staff discussed the terms of the grant and how the loan would be re-paid with interest back to the Civic Center Debt Reserve Fund. David Rodenbach said that based on current conditions, a recommendation will be made to suspend the yearly contribution to the debt reserve fund in 2008 and 2009.

David Tregeser responded to a question about retiring the Civic Center debt early with lower interest rate loans by explaining that due to the call date on the bond, you can't pay it off until 2011. The cost of advanced re-funding and refinancing doesn't pencil out in today's market.

There was further discussion on other options for funding. Mr. Tregeser addressed the suggestion of a line-of-credit with a local bank. He explained that there are fixed cost associated with this option and if the intent it to pay the loan off in a short time, then the

interest rate on a line of credit is comparable to what is being proposed with the interfund loan. He recommended the internal mechanism.

MOTION: Move to adopt Resolution 769 authorizing an Interfund Loan from Civic Center Debt Reserve Fund, No. 110 to the Park Development Fund, No. 109 in the amount of \$1,040,098.
Kadzik / Payne – five voted in favor. Councilmember Franich voted no.

6. Harborview / Pioneer Update. Rob Karlinsey presented information on the work done by CTS Engineers on a conceptual for the replacement barrier at Harborview and Pioneer.

Council and staff discussed the two concepts, the amount of protection that they would provide, and the city's liability. Frustration was expressed on the length of time it took to get these concepts and the results obtained.

Mr. Karlinsey further described a concept for a 1-2-3 approach to include double protection in front of Harbor Inn and a median up further on Pioneer to slow traffic. There was continued discussion on the design of the median and options to prevent truck traffic down Pioneer.

The following goals were identified:

- Slow traffic to avoid another high-speed impact accident.
- Primary and secondary method of protection in front of Harbor Inn.
- Prohibit heavy truck traffic on Pioneer.

Carl Moraldi 8223 Goodman Dr. NW. Mr. Moraldi, owner of the Harbor Inn, voiced appreciation for the consideration of the safety of the driver, but said time is wasting and his tenants won't move in and the insurance company won't insure him until he gets something from the city stating what is going to be done. He stressed that safety is the key. He said he likes the idea of the curvature in the roadway but wants to make sure that the planter box is sturdy enough and the seating area is protected by a second barrier. He urged Council to get this done immediately.

Tish Mactoff – Owner of 123 Fit. Ms. Mactoff recommended the following: curvature coming down Pioneer to prevent a straight shot, changing Pioneer to one-way up from Harborview to Judson, the barrier at Harbor Inn, and some deterrent up the hill as well. She thanked Councilmember Franich for his comments and said that she too would like to know at what speed the bollards would stop a vehicle. She said she understands the desire to rush this along but we aren't there yet. She stressed that the whole idea isn't aesthetics but the prevention of loss of life.

7. Prosecuting Attorney – Contract Renewal. Councilmember Ekberg asked for clarification on the requirement for auto liability coverage and the recommended increase in fees. Mr. Karlinsey explained that the Prosecutor's current coverage amount was used as AWC RMSA had no recommendation for auto coverage at all and

the aggregate limit is greater than the expired contract. He further explained that this contract proposed that the city be represented by the prosecutor on contested traffic infractions when the person cited brings legal counsel. The prosecutor's previous scope of work was strictly criminal.

After further discussion on the workload and fee increase, Council recommended that staff go out for a Request for Proposals.

MOTION: Move to direct staff to go for a Request for Proposals for Prosecuting Attorney.
Ekberg / Conan – unanimously approved.

Carol Morris asked to be excused to go home at this time as she has an early court date. She said that her portion of the Executive Session could be postponed.

8. CERB Grant Authorization. Councilmember Ekberg commented that he thought this should be considered in New Business because the City Attorney hadn't initialed the Council Bill.

MOTION: Authorize the Mayor to sign the CERB Agreement.
Conan / Kadzik – unanimously approved.

9. Wastewater Facilities Easement and Maintenance Agreements – Kvinsland. Councilmember Ekberg said that this is another one with no sign off from the City Attorney. He asked how you reserve connections to the sewer in June 2007, and the recommendation mentions two agreements and he only saw one in the packet.

At the recommendation of Rob Karlinsey, this will be deferred to the next meeting.

10. Traffic Counts for Intersections – All Traffic Data Services (ATD) Consultant Services Contract. Councilmember asked for clarification on why there was a budgeted item of \$50,000 and an expenditure of only \$7,000.

Emily Appleton said that a higher cost was estimated and when the request for intersection counts came back it was lower.

MOTION: Move to authorize the award and execution of the Consultant Services Contract for City-wide traffic counts of 66 intersections for the not-to-exceed amount of \$7,000.00.
Ekberg / Conan – unanimously approved.

11. Eddon Boat – Amendment to GeoTech Contract. Councilmember Ekberg said that this is another without the City Attorney initials. Rob Karlinsey described the difficulty in obtaining Carol's signature as she isn't coming into the office. Mayor Hunter pointed out that this Carol approved the original contract.

MOTION: Move to authorize the Mayor on behalf of Council to execute a Contract Amendment between the city of Gig Harbor and Geo Resources LLC.
Conan / Kadzik – Councilmembers Malich, Conan, Payne and Kadzik voted yes. Councilmembers Ekberg and Franich voted no.

STAFF REPORT:

1. City Attorney Request for Proposals. Rob Karlinsey said proposals are due on October 21st and November 10th will be the interviews. He encouraged Council to set that day aside to participate.

2. Wastewater Treatment Plant Update. Rob reported that the city received the Army Corp of Engineers Permit for the whole project. Due to the timing, the bid may be postponed or contractors allow the option to begin construction later so they won't be working in the heavy rain.

Mayor Hunter said that he has asked for a plan on how the city will pay for the whole project because it's more than we have on hand now. Rob said that we are projecting a dramatic drop in sewer connection fees and so staff is discussing the impact. We would have to delay other projects to allow the treatment plant expansion to go forward. More information will be coming forward.

3. BB16 Long-term Solutions. Rob read the schedule of upcoming meetings and said that Council will be asked to make a final choice on November 24th. The stakeholders have been notified of the amended schedule.

4. Eddon Boat Night Work. Starting tomorrow, there will be night work on Harborview; the neighbors have been notified.

5. Harborview Road Closure. Wednesday night there is a meeting on the Harborview road closure and all impacts.

6. Canterwood Boulevard Construction Schedule. Rob announced that there will be a four-week delay in the opening date due to the delay in essential materials because of hurricane Ian. The road will be open to emergency traffic in the evenings and weekends.

7. Olympic / 56th Street. Rob said that we are in the process of closing out this project and staff is negotiating the final amount due as it is coming in several thousand dollars more than anticipated due to the quantities of materials.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Community Meeting – WWTP Road Closure: Wed. Oct. 15th at 6:00 p.m.
2. Operations Committee: Oct. 16th at 3:00 p.m.
3. Joint City Council / Parks Commission Worksession: Monday, Oct. 20th at 5:30 p.m.
4. City Council Budget Update: Monday, Oct. 20th following the joint meeting.
5. Budget Worksession: Court, Admin, Finance, Planning, Building/Fire Safety, Police, Tourism – Monday, November 3rd at 6:00 p.m.
6. Budget Worksession: Public Works – Tuesday, November 4th at 6:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing pending and prospective litigation per RCW 42.30.110(1)(i), property acquisition per RCW 42.30.110(1)(b) and Guild Negotiations per RCW 42.30.140(4)(a).

MOTION: Move to adjourn to Executive Session at 9:45 p.m. for fifteen minutes to discuss Guild Negotiations per RCW 42.30.140(4)(a). Payne / Malich – unanimously approved.

MOTION: Move to go back into regular session at 10:04 p.m. Payne / Conan – unanimously approved.

MOTION: Move to adjourn back to Executive Session at 10:04 p.m. for an additional 30 minutes to discuss Guild Negotiations per RCW 42.30.140(4)(a). Payne / Conan – unanimously approved.

MOTION: Move to go back into regular session at 10:33 p.m. Payne / Conan – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 10:33 p.m. Payne / Conan – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1061.

Charles Hunter, Mayor

Molly Towslee, City Clerk



TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
DATE: OCTOBER 27, 2008
SUBJECT: THIRD QUARTER FINANCIAL REPORT

The quarterly financial reports for the third quarter of 2008 are attached.

Total resources, including all revenues and beginning cash balances, are 56% of the annual budget. Third quarter total resources in 2007 were 84% of budget. Total revenues, excluding beginning cash balances, are 45% of the annual budget while total expenditures are at 41%.

General Fund revenues (excluding beginning balance of \$3,406,538) are 64% of budget. Taxes are behind pace to meet budget at 67%. At this time it appears that sales tax revenues will fall short of budget by \$500,000 and come in at about \$5.8 million. Private utilities taxes (5% of gross receipts for provision of telephone service, electricity, natural gas and water) are expected to come in at \$1.2 million. Permit revenues are \$870,000 as compared to a budget of \$1,810,000.

General fund expenditures are 69% of budget. This is slightly ahead of 2007 when expenditures were 64% of budget after the third quarter. All General fund departments are on track to be within budget.

Street Operating Fund revenues and expenditures through September are 105% and 93% of budget respectively. This fund will likely require a year-end budget amendment.

Water, Sewer and Storm Sewer revenues are 74%, 72% and 78% of budget; while expenditures for these three funds are at 52%, 60% and 46% of budget. 2007 amounts for the same period were 76%, 71% and 65% for revenues and 60%, 64% and 58% for expenditures.

Cash balances are adequate in all funds.

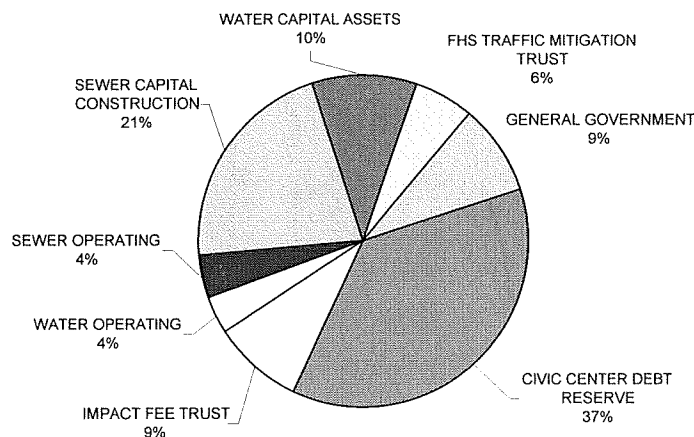
CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF SEPTEMBER 30, 2008

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 3,406,538	\$ 7,128,349	\$ 9,065,705	\$ (512,350)	\$ 956,832
101	STREET FUND	353,725	1,562,588	1,707,155	(147,300)	61,858
102	STREET CAPITAL FUND	-	5,447,915	5,257,943	(844)	189,128
105	DRUG INVESTIGATION FUND	89,645	14,123	5,586	(560)	97,622
107	HOTEL-MOTEL FUND	226,392	187,819	222,661	(16,559)	174,991
108	PUBLIC ART CAPITAL PROJECTS	91,911	1,971	-	-	93,882
109	PARK DEVELOPMENT FUND	10,836	1,299,510	1,303,890	-	6,457
110	CIVIC CENTER DEBT RESERVE	3,820,228	81,932	-	-	3,902,160
208	LTGO BOND REDEMPTION	22,484	862,661	588,760	-	296,385
209	2000 NOTE REDEMPTION	36,935	158,982	-	-	195,916
210	LID NO. 99-1 GUARANTY	91,885	1,971	-	-	93,855
211	UTGO BOND REDEMPTION	90,654	170,930	62,346	-	199,238
301	PROPERTY ACQUISITION FUND	9,786	169,393	100,000	-	79,179
305	GENERAL GOVT CAPITAL IMPR	65,195	170,268	100,000	-	135,463
309	IMPACT FEE TRUST	843,850	874,608	782,000	7,753	944,212
401	WATER OPERATING	369,180	734,682	556,850	(160,322)	386,689
402	SEWER OPERATING	356,181	1,521,400	1,347,506	(89,651)	440,424
407	UTILITY RESERVE	183,169	3,928	-	-	187,098
408	UTILITY BOND REDEMPTION	6,680	296,195	273,860	(188)	28,827
410	SEWER CAPITAL CONSTRUCTION	2,393,486	2,735,011	2,710,255	(149,961)	2,268,281
411	STORM SEWER OPERATING FUND	65,002	548,093	362,976	19,893	270,013
420	WATER CAPITAL ASSETS	609,524	794,857	295,524	872	1,109,729
605	LIGHTHOUSE MAINTENANCE TRUST	2,033	44	-	-	2,077
607	EDDON BOATYARD TRUST	284,055	1,776	-	(104,402)	181,429
608	FHS TRAFFIC MITIGATION TRUST	44,161	1,201,193	634,271	-	611,083
631	MUNICIPAL COURT		99,203	99,203	-	
		<u>\$ 13,473,535</u>	<u>\$ 26,069,402</u>	<u>\$ 25,476,492</u>	<u>\$ (1,153,619)</u>	<u>\$ 12,912,827</u>

COMPOSITION OF CASH AND INVESTMENTS
AS OF SEPTEMBER 30, 2008

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 1,300
CASH IN BANK			803,130
LOCAL GOVERNMENT INVESTMENT POOL		2.3892%	12,108,397
			<u>\$ 12,912,827</u>

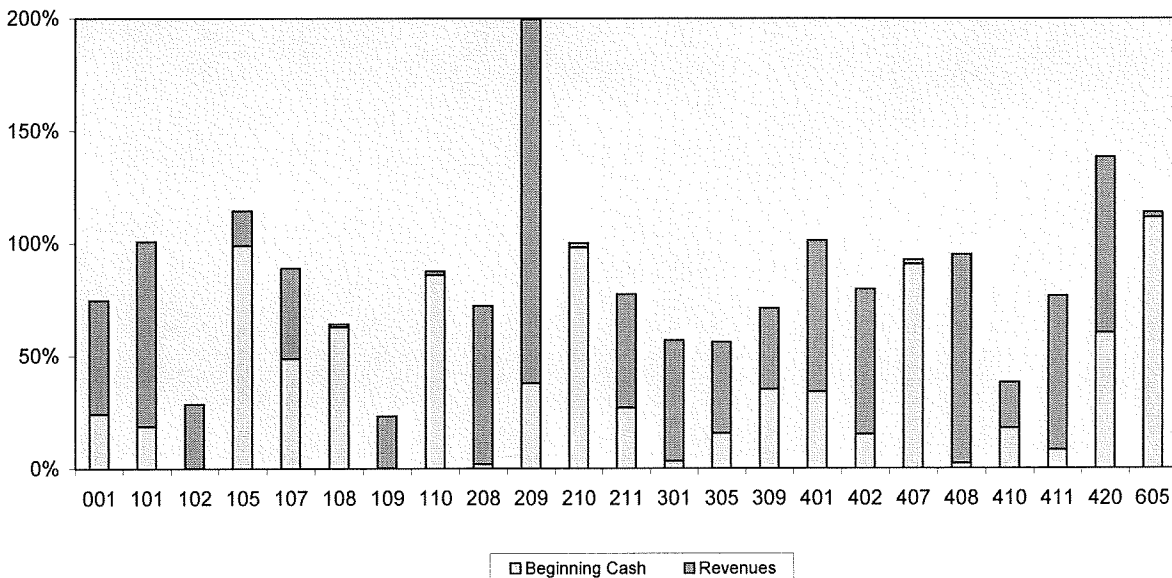
Ending Cash Balances by Fund



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF SEPTEMBER 30, 2008**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 14,093,305	\$ 10,534,887	\$ 3,558,418	75%
101	STREET FUND	1,900,521	1,916,313	(15,792)	101%
102	STREET CAPITAL FUND	19,075,178	5,447,915	13,627,263	29%
105	DRUG INVESTIGATION FUND	90,655	103,768	(13,113)	114%
107	HOTEL-MOTEL FUND	465,971	414,211	51,760	89%
108	PUBLIC ART CAPITAL PROJECTS	146,507	93,882	52,625	64%
109	PARK DEVELOPMENT FUND	5,614,108	1,310,347	4,303,761	23%
110	CIVIC CENTER DEBT RESERVE	4,452,300	3,902,160	550,140	88%
208	LTGO BOND REDEMPTION	1,224,093	885,145	338,948	72%
209	2000 NOTE REDEMPTION	98,145	195,916	(97,771)	200%
210	LID NO. 99-1 GUARANTY	93,686	93,855	(169)	100%
211	UTGO BOND REDEMPTION	338,704	261,584	77,120	77%
301	PROPERTY ACQUISITION FUND	316,088	179,179	136,909	57%
305	GENERAL GOVT CAPITAL IMPR	420,584	235,463	185,121	56%
309	IMPACT FEE TRUST	2,414,156	1,718,458	695,698	71%
401	WATER OPERATING	1,091,135	1,103,862	(12,727)	101%
402	SEWER OPERATING	2,359,923	1,877,581	482,342	80%
407	UTILITY RESERVE	202,020	187,098	14,922	93%
408	UTILITY BOND REDEMPTION	319,219	302,875	16,344	95%
410	SEWER CAPITAL CONSTRUCTION	13,468,640	5,128,497	8,340,143	38%
411	STORM SEWER OPERATING FUND	801,621	613,095	188,526	76%
420	WATER CAPITAL ASSETS	1,015,105	1,404,382	(389,277)	138%
605	LIGHTHOUSE MAINTENANCE TRUST	1,826	2,077	(251)	114%
607	EDDON BOATYARD TRUST		285,831	(285,831)	
608	FHS TRAFFIC MITIGATION TRUST		1,245,354	(1,245,354)	
631	MUNICIPAL COURT		99,203	(99,203)	
		\$ 70,003,490	\$ 39,542,937	\$ 30,460,553	56%

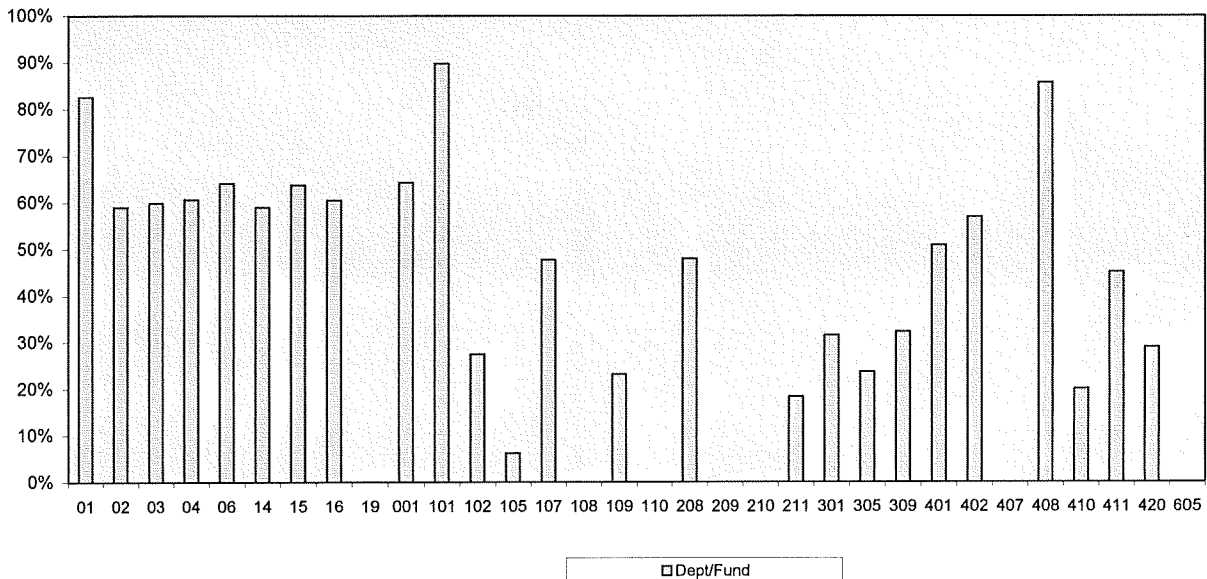
Resources as a Percentage of Annual Budget



CITY OF GIG HARBOR
 YEAR-TO-DATE EXPENDITURE SUMMARY
 AND COMPARISON TO BUDGET
 FOR PERIOD ENDING SEPTEMBER 30, 2008

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 4,428,903	\$ 3,660,327	\$ 768,576	83%
02	LEGISLATIVE	34,100	20,130	13,970	59%
03	MUNICIPAL COURT	441,495	264,816	176,679	60%
04	ADMINISTRATIVE/FINANCIAL	1,587,549	963,971	623,578	61%
06	POLICE	3,266,530	2,095,703	1,170,827	64%
14	COMMUNITY DEVELOPMENT	2,106,170	1,243,740	862,430	59%
15	PARKS AND RECREATION	937,900	598,487	339,413	64%
16	BUILDING	360,700	218,530	142,170	61%
19	ENDING FUND BALANCE	929,958	-	929,958	
001	TOTAL GENERAL FUND	14,093,305	9,065,705	5,027,600	64%
101	STREET FUND	1,900,521	1,707,155	193,366	90%
102	STREET CAPITAL FUND	19,075,178	5,257,943	13,817,235	28%
105	DRUG INVESTIGATION FUND	90,655	5,586	85,069	6%
107	HOTEL-MOTEL FUND	465,971	222,661	243,310	48%
108	PUBLIC ART CAPITAL PROJECTS	146,507	-	146,507	
109	PARK DEVELOPMENT FUND	5,614,108	1,303,890	4,310,218	23%
110	CIVIC CENTER DEBT RESERVE	4,452,300	-	4,452,300	
208	LTGO BOND REDEMPTION	1,224,093	588,760	635,333	48%
209	2000 NOTE REDEMPTION	98,145	-	98,145	
210	LID NO. 99-1 GUARANTY	93,686	-	93,686	
211	UTGO BOND REDEMPTION	338,704	62,346	276,359	18%
301	PROPERTY ACQUISITION FUND	316,088	100,000	216,088	32%
305	GENERAL GOVT CAPITAL IMPR	420,584	100,000	320,584	24%
309	IMPACT FEE TRUST	2,414,156	782,000	1,632,156	32%
401	WATER OPERATING	1,091,135	556,850	534,285	51%
402	SEWER OPERATING	2,359,923	1,347,506	1,012,417	57%
407	UTILITY RESERVE	202,020	-	202,020	
408	UTILITY BOND REDEMPTION	319,219	273,860	45,359	86%
410	SEWER CAPITAL CONSTRUCTION	13,468,640	2,710,255	10,758,385	20%
411	STORM SEWER OPERATING FUND	801,621	362,976	438,645	45%
420	WATER CAPITAL ASSETS	1,015,105	295,524	719,581	29%
605	LIGHTHOUSE MAINTENANCE TRUST	1,826	-	1,826	
607	EDDON BOATYARD TRUST	-	-	-	
608	FHS TRAFFIC MITIGATION TRUST	-	634,271	(634,271)	
631	MUNICIPAL COURT	-	99,203	(99,203)	
		\$ 70,003,490	\$ 25,476,492	\$ 44,526,998	36%

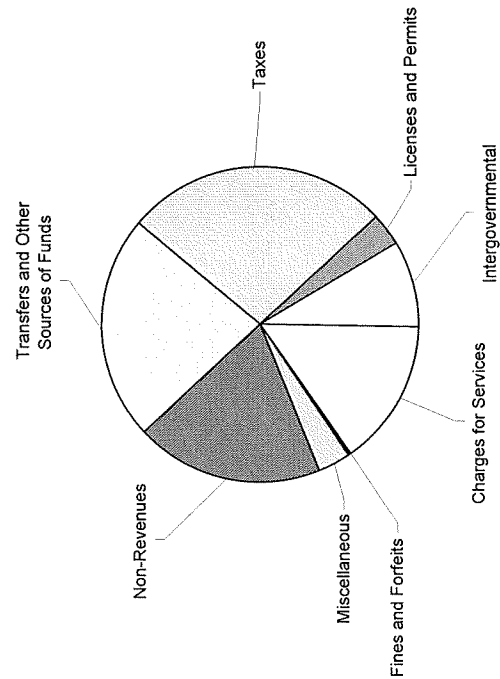
Expenditures as a Percentage of Annual Budget



CITY OF GIG HARBOR
 YEAR-TO-DATE REVENUE SUMMARY
 BY TYPE
 FOR PERIOD ENDING SEPTEMBER 30, 2008

TYPE OF REVENUE	AMOUNT
Taxes	\$ 7,010,624
Licenses and Permits	901,964
Intergovernmental	2,301,543
Charges for Services	3,879,766
Fines and Forfeits	100,109
Miscellaneous	890,587
Non-Revenues	5,000,375
Transfers and Other Sources of Funds	5,984,435
Total Revenues	26,069,402
Beginning Cash Balance	13,473,535
Total Resources	\$ 39,542,937

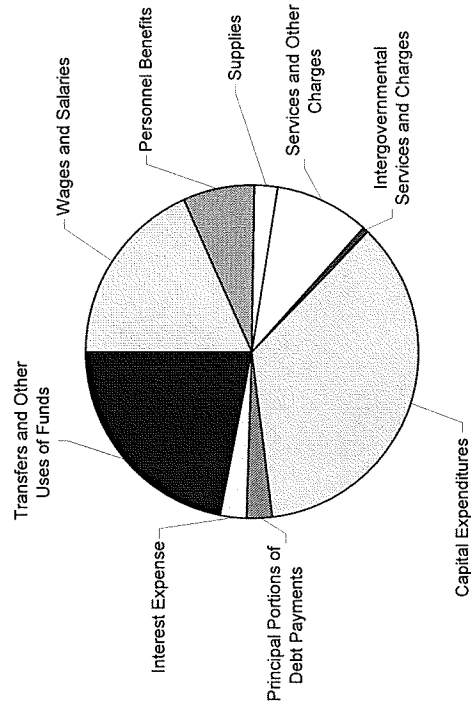
Revenues by Type - All Funds



CITY OF GIG HARBOR
 YEAR-TO-DATE EXPENDITURE SUMMARY
 BY TYPE
 FOR PERIOD ENDING SEPTEMBER 30, 2008

TYPE OF EXPENDITURE	AMOUNT
Wages and Salaries	\$ 4,695,431
Personnel Benefits	1,746,359
Supplies	549,291
Services and Other Charges	2,341,324
Intergovernmental Services and Charges	185,520
Capital Expenditures	9,126,583
Principal Portions of Debt Payments	594,782
Interest Expense	625,184
Transfers and Other Uses of Funds	5,612,018
Total Expenditures	25,476,492
Ending Cash Balance	12,912,827
Total Uses	\$ 38,389,319

Expenditures by Type - All Funds



Consent Agenda - 2

CITY OF GIG HARBOR STATEMENT OF FINANCIAL POSITION AS OF SEPTEMBER 30, 2008

	SPECIAL REVENUE FUNDS													TOTAL SPECIAL REVENUE		
	001 GENERAL GOVERNMENT	101 STREET	102 ST CAP	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	108 PUBLIC ART PROJECTS	109 PARK DVL P FUND	110 CIVIC CTR DEBT RSRV ACQUISITION	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINT	607 EDDON BOATYARD		608 FHS TRFC MITIGATION	631 MUNICIPAL COURT
ASSETS																
CASH	\$ 938	\$ 54	\$ 166	\$ 1,085	\$ 153	\$ 82	\$ 6	\$ 3,419	\$ 69	\$ 119	\$ 827	\$ 2	\$ 181,429	\$ 611,083	\$ -	\$ 798,493
INVESTMENTS	955,893	61,804	188,963	96,538	174,838	93,800	6,451	3,898,741	79,110	135,344	943,384	2,075	-	-	-	5,681,047
RECEIVABLES	1,323,046	33,294	844	-	37,175	-	-	-	-	-	-	-	-	-	-	71,313
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	2,279,877	95,152	189,972	97,622	212,166	93,882	6,457	3,902,160	79,179	135,463	944,212	2,077	181,429	611,083	-	6,550,854
LIABILITIES																
CURRENT	(3,287)	3,049	-	-	-	-	-	-	-	-	-	-	-	-	-	13,100
LONG TERM	4,531	13,207	-	-	-	-	-	-	-	-	-	-	-	-	-	13,207
TOTAL LIABILITIES	1,245	16,256	-	-	-	-	-	-	-	-	-	-	-	-	-	26,307
FUND BALANCE:																
BEGINNING OF YEAR	4,215,989	223,463	-	89,085	247,008	91,911	10,836	3,820,228	9,786	65,195	841,552	2,033	179,653	44,161	-	5,624,913
Y-T-D REVENUES	7,128,349	1,562,588	5,447,915	14,123	187,819	1,971	1,299,510	81,932	169,393	170,268	874,608	44	1,776	1,201,193	99,203	11,112,344
Y-T-D EXPENDITURE	(9,065,705)	(1,707,155)	(5,257,943)	(5,589)	(222,661)	-	(1,303,890)	-	(100,000)	(100,000)	(782,000)	-	-	(634,271)	(99,203)	(10,212,709)
ENDING FUND BALANCE	2,278,632	78,996	189,972	97,622	212,166	93,882	6,457	3,902,160	79,179	135,463	934,161	2,077	181,429	611,083	-	6,524,547
TOTAL LIAB. & FUND BAL	2,279,877	\$ 95,152	\$ 189,972	\$ 97,622	\$ 212,166	\$ 93,882	\$ 6,457	\$ 3,902,160	\$ 79,179	\$ 135,463	\$ 944,212	\$ 2,077	\$ 181,429	\$ 611,083	\$ -	\$ 6,550,854

Consent Agenda - 2

CITY OF GIG HARBOR STATEMENT OF FINANCIAL POSITION AS OF SEPTEMBER 30, 2008

	208 LTGO BOND REDEMPTION *****	209 2000 NOTE REDEMPTION*****	210 LID 99-1 GUARANITY	211 UTGO BOND REDEMPTION*****	TOTAL DEBT SERVICE
ASSETS					
CASH	\$ 260	\$ 172	\$ 82	\$ 175	\$ 688
INVESTMENTS	296,125	195,745	93,773	199,064	784,706
RECEIVABLES	-	-	-	7,770	7,770
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	296,385	195,916	93,855	207,009	793,165
LIABILITIES					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	3,670	3,670
TOTAL LIABILITIES	-	-	-	3,670	3,670
FUND BALANCE:					
BEGINNING OF YEAR	22,484	36,935	91,865	94,754	246,057
Y-T-D REVENUES	862,661	158,982	1,971	170,930	1,194,543
Y-T-D EXPENDITURE	(588,760)	-	-	(62,346)	(651,106)
ENDING FUND BALANCE	296,385	195,916	93,855	203,339	789,495
TOTAL LIAB. & FUND BAL.	\$ 296,385	\$ 195,916	\$ 93,855	\$ 207,009	\$ 793,165

Consent Agenda - 2

CITY OF GIG HARBOR STATEMENT OF FINANCIAL POSITION AS OF SEPTEMBER 30, 2008

	PROPRIETARY										TOTAL	TOTAL
	401	402	407	408	410	411	420					
	WATER OPERATING	SEWER OPERATING	UTILITY RESERVE	UTILITY BOND REDEMPTION	SEWER CAP. CONST.	STORM SEWER OPERATING	WATER CAP. ASSETS					
ASSETS												
CASH	\$ 439	\$ 486	\$ 164	\$ 25	\$ 1,987	\$ 237	\$ 972	\$ 4,310	\$ 804,430			
INVESTMENTS	386,250	439,938	186,934	28,802	2,286,293	289,776	1,108,757	4,696,750	12,108,397			
RECEIVABLES	171,857	202,726	-	-	-	49,177	-	423,760	1,825,889			
FIXED ASSETS	3,580,182	9,556,587	-	-	1,307,327	524,714	224,840	15,193,649	15,193,649			
OTHER	-	-	-	-	-	-	-	-	-			
TOTAL ASSETS	4,138,727	10,199,738	187,098	28,827	3,575,607	843,904	1,334,569	20,308,469	29,932,366			
LIABILITIES												
CURRENT	(500)	-	-	851,971	(4,404)	2	9,629	856,698	866,511			
LONG TERM	45,137	50,246	-	1,096,138	-	40,718	-	1,232,239	1,253,647			
TOTAL LIABILITIES	44,637	50,246	-	1,948,109	(4,404)	40,720	9,629	2,088,937	2,120,159			
FUND BALANCE:												
BEGINNING OF YEAR	3,916,259	9,975,598	183,169	(1,941,617)	3,555,256	618,066	825,607	17,132,338	27,219,297			
Y-T-D REVENUES	734,682	1,521,400	3,928	296,195	2,735,011	548,093	794,857	6,634,166	26,069,402			
Y-T-D EXPENDITURE	(356,850)	(1,347,506)	-	(273,860)	(2,710,255)	(362,976)	(295,524)	(5,546,971)	(25,476,492)			
ENDING FUND BALANCE	4,094,090	10,149,492	187,098	(1,919,282)	3,580,011	803,184	1,324,940	18,219,533	27,812,207			
TOTAL LIAB. & FUND BAL.	\$ 4,138,727	\$ 10,199,738	\$ 187,098	\$ 28,827	\$ 3,575,607	\$ 843,904	\$ 1,334,569	\$ 20,308,469	\$ 29,932,366			

Consent Agenda - 2

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF SEPTEMBER 30, 2008

	ASSETS		LIABILITIES		TOTAL		ALL FUND TYPES
	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	GOVERNMENTAL	PROPRIETARY		
CASH	\$ 938	\$ 798,493	\$ 688	\$ 800,120	\$ 4,310	\$ 904,430	
INVESTMENTS	955,893	5,681,047	784,706	7,421,647	4,686,750	12,108,397	
RECEIVABLES	1,323,046	71,313	7,770	1,402,129	423,760	1,825,889	
FIXED ASSETS	-	-	-	-	15,193,649	15,193,649	
OTHER	-	-	-	-	-	-	
TOTAL ASSETS	2,279,877	6,550,854	793,165	9,623,896	20,308,469	29,932,366	
	<hr/>						
	LIABILITIES		TOTAL		TOTAL		
CURRENT	(3,287)	13,100	-	9,814	856,698	866,511	
LONG TERM	4,531	13,207	3,670	21,408	1,232,239	1,253,647	
TOTAL LIABILITIES	1,245	26,307	3,670	31,222	2,088,937	2,120,159	
	<hr/>						
FUND BALANCE:							
BEGINNING OF YEAR	4,215,989	5,624,913	246,057	10,086,959	17,132,338	27,219,297	
Y-T-D REVENUES	7,128,349	11,112,344	1,194,543	19,435,236	6,634,166	26,069,402	
Y-T-D EXPENDITURE	(9,065,705)	(10,212,709)	(651,106)	(19,929,521)	(5,546,971)	(25,476,492)	
ENDING FUND BALANCE	2,278,632	6,524,547	789,495	9,592,674	18,219,533	27,812,207	
	<hr/>						
TOTAL LIAB. & FUND BAL.	2,279,877	6,550,854	793,165	9,623,896	20,308,469	29,932,366	

CITY OF GIG HARBOR



"THE MARITIME CITY"

**2008 / 3RD QUARTER
PERFORMANCE AND WORKLOAD
MEASURES**

ADMINISTRATION

Administration

Performance Measures

	2007 Actual	2008 Actual	2008 Goal
Percent of Citizens Agreeing with Survey Questions:			
Pleased with Overall Direction of the City	63%	58%	65%
Receive Good Value for Taxes Paid	48%	61%	51%
The City Listens to its Citizens	55%	43%	60%
City has a Strong Sense of Community	87%	84%	88%

Workload Measures

	2005 Actual	2006 Actual	2007 Actual	2008 Estimate
Population	6,765	6,765	6,780	6,910
City-wide Assessed Property Valuation	1,012,515,695	1,167,739,135	1,448,681,937	1,699,571,402
Total Capital Project Budget	2,800,000	2,200,000	11,000,000	28,000,000

City Clerk Office

Performance Measures

	Public Records Requests (respond within 5 days)	Ordinance /Resolutions (within 4 working days)	Council Packets on time	Minutes done within 6 days
2007 Total	100%	N/A	N/A	N/A
2008 Estimate	87%	100%	67%	83%

Workload Measures

	Passports	Business Licenses	Request for Public Records	Council Packets # of Pages	Ordinances & Resolutions	Minutes -# of pages
2007 3 rd Quarter	319	153	28	1394	18	29
2008 3 rd Quarter	239	N/A	26	1289	20	52
2007 Total	1762	618	135	5435	98	210
2008 Estimate	1500	600	200	6500	100	200

POLICE

Performance Measures

	2007 3 rd Quarter	2008 3 rd Quarter	2007 Actual	2008 Estimate
% of citizens who feel safe in general according to survey	N/A	N/A	N/A	75%
UCR Violent crimes per 1000 population	N/A	N/A	2.2	2
UCR Property crimes per 1000 population	N/A	N/A	70	69
Average police emergency response time in minutes	N/A	6.66	6.5	7

Workload Measures

	2007 3 rd Quarter	2008 3 rd Quarter	2007 Actual	2008 Estimate
Number of dispatched calls for service	1439	2177	5365	8500
Number of office walk in requests for service	740	610	2186	2074
Number of cases assigned for follow-up	45	67	198	202
Number of police reports written	478	577	1720	2026

Note: UCR stats are published yearly

MUNICIPAL COURT

Performance Measures

	2007 3 rd Quarter	2008 3 rd Quarter	2007 Year End	2008 Proj Year End
Infraction Filings	527	317 (-210)	1,712	1,309 (-403)
Infraction Hearings	182	125 (-57)	904 (ave. 1.89)	592 (ave 2.2)
Criminal Filings	170	141 (-29)	558	556 (-2)
Criminal Hearings	760 (4.4)	818 (5.8)	3,049 (4.50)	3,225 (5.8)

Criminal Hearings: (hearings per case): Our goal is 4 per case.

Workload Measures

	2007 3 rd Quarter	2008 3 rd Quarter	2007 Year End	2008 Proj Year End
Collection Assignments	107/\$65,593	122/81,032	637/\$417,433	580/\$430,189
Collection Recovery	\$12,376	16,180 (+3804)	\$54,410	\$61,020 (+6610)
% PC Compliance	100%	100%	100%	100%
% Spdy Compliance	100%	100%	100%	100%

* Analysis: Collection recovery should set a new record based on consistently high months. The high total is not the result of a spike, but rather consecutively high revenue months. We are projected to assign 57 fewer cases in '08 with a higher dollar amount that reflects that fines are up.

* The Court does not set gross revenue or case filing goals.

* Judge Dunn does not influence nor comment on revenue or case filings.

BUILDING AND FIRE SAFETY

Performance Measures

	2007 3 rd Quarter	2008 3 rd Quarter	2007 Actual	2008 Projected
Triage new building permit applications within 1 week of receipt of complete application	N/A	95%	N/A	70%
Provide first review or plan approval letter within 28 days of receipt of complete application	N/A	100%	N/A	80%
Provide second review or approval letter within 14 days of receipt of re-submittals	N/A	99%	N/A	90%
Provide inspections within 24 hours of request	99%	100%	100%	98%
Attend scheduled pre-application conferences	100%	100%	100%	100%
Provide requested PL/ENG comments within 1 week of request	N/A	95%	N/A	95%

Workload Measures

	2007 3 rd Quarter	2008 3 rd Quarter	2007 Actual	2008 Projected
Inspections per day per inspector/asst. BO/FM (max)	1.5	5	1.5	4
Major projects assigned per inspector/asst. BO/FM (max)	N/A	12	N/A	10
Minor projects assigned per inspector/asst. BO/FM (max)	N/A	66	N/A	35
Plan review letters completed per week	7.5	2.5	3	11
Special projects per staff member (max at one time)	1	5	0.5	2
Professional development activities (per month min)	1	4	0.5	2

PLANNING DEPARTMENT

Performance Measures

	2007 Actual *	2008 1 st Qtr	2008 2 nd Qtr	2008 3 rd Qtr
% of land use cases processed under 120 days	N/A	98%	100%***	84%
% of preliminary plats processed under 90 days	N/A	None Approved	0%**** None	0% None
% of short plats processed under 30 days	N/A	0%**	Approved	Approved

* Data not tracked in 2007

** Reflects one case processed in 92 days

*** Does not include projects that waived the review timeline for DRB review

**** Reflects one plat, procedure in 10.05.008(F) followed

Workload Measures

	2007 Actual	2008 1st Qtr	2008 2nd Qtr	2008 3rd Qtr
Number of land use cases	470	122	120	76
Amount of fees collected	\$299,841	\$ 59,933	\$ 54,958	\$ 21,965

PUBLIC WORKS

Parks

Performance Measures

	2007 Actual	2008 Estimate	2007 3 rd Qtr Actual	2008 3 rd Qtr Actual
Landscaping Maintained (sq ft/FTE)	360,000	420,000	Not submitted	Not submitted
Parks cleaned per day	100%	100%	Not submitted	Not submitted
Complaints addressed within 24 hrs	100%	100%	Not submitted	Not submitted

Workload Measures

	2007 Actual	2008 Estimate	2007 3 rd Qtr Actual	2008 3 rd Qtr Actual
Acres of park space & streetscapes	65.2	71.7	Not submitted	Not submitted
Community event sponsored hours	1008	1100	Not submitted	Not submitted
Acres of park land (per FTE)	10.86	12.56	Not submitted	Not submitted
Park related phone calls	54	60	Not submitted	Not submitted

Streets

Performance Measures

	2007 Actual	2008 Estimate	2007 3 rd Qtr Actual	2008 3 rd Qtr Actual
Streets swept (miles/FTE)	200	250	Not submitted	Not submitted
Streets maintain (lane miles/FTE)	5.9	5.6	Not submitted	Not submitted

Workload Measures

	2007 Actual	2008 Estimate	2007 3 rd Qtr Actual	2008 3 rd Qtr Actual
Streetlights	405	450	Not submitted	Not submitted
Lane miles maintained	76	76	Not submitted	Not submitted
Street signs repaired	247	250	Not submitted	Not submitted
Pavement markings (feet)	312,267	315,000	Not submitted	Not submitted
Sidewalks maintained (feet)	94,160	111,860	Not submitted	Not submitted
Street-related phone calls	86	90	Not submitted	Not submitted

Water

Performance Measures

	2007 Actual	2008 Estimate	2007 3rd Qtr Actual	2008 3rd Qtr Actual
Meters read per FTE	2029	2065	Not submitted	Not submitted
After hrs emer. responses w/in 45 min.	100%	100%	Not submitted	Not submitted

Workload Measures

	2007 Actual	2008 Estimate	2007 3rd Qtr Actual	2008 3rd Qtr Actual
Gallons of storage capacity	4,550,000	4,550,000	Not submitted	Not submitted
Number of gallons pumped per year	308,000,000	370,000,000	Not submitted	Not submitted
Number of water related calls	71	78	Not submitted	Not submitted

Stormwater

Performance Measures

	2007 Actual	2008 Estimate	2007 3rd Qtr Actual	2008 3rd Qtr Actual
Percent of storm ponds brushed	100%	100%	Not submitted	Not submitted
Progress toward NSDES Phase II comp.	0	100%	Not submitted	Not submitted

Workload Measures

	2007 Actual	2008 Estimate	2007 3rd Qtr Actual	2008 3rd Qtr Actual
Catch basins cleaned	579	650	Not submitted	Not submitted
Catch basins installed	4	4	Not submitted	Not submitted
Catch basins maintained	1350	1400	Not submitted	Not submitted
Storm ponds maintained	11	12	Not submitted	Not submitted

Wastewater

Performance Measures

	2007 Actual	2008 Estimate	2007 3rd Qtr Actual	2008 3rd Qtr Actual
Dewatering w/ thickening process	2,179,991 GALS.	--	Not submitted	Not submitted
Reduction in lift station callout OT	Info not available	Info not available	Not submitted	Not submitted
Plant performance award	Yes	Yes	Not submitted	Not submitted

Workload Measures

	2007 Actual	2008 Estimate	2007 3rd Qtr Actual	2008 3rd Qtr Actual
Raw sewage treated	297.3448mg	313.5928mg	Not submitted	Not submitted
Tons of bio-solids produced	933 wet tons	1183.6 wet tons	Not submitted	Not submitted
**Work orders for lift station/plant maintenance	442 Plant/ 487 LS's		Not submitted	Not submitted
Lift station checks	884	884	Not submitted	Not submitted

*March 2008: 90.8 wet tons bio-solids compared to 56.4 wet tons in March 2007. Very bad decants in March 2008. Centrifuge down for 3 days of preventative maintenance and drained tanks as well.

**Work Order numbers do not include most of the unscheduled or emergency repairs

Engineering

Performance Measures

	2007 3rd Quarter	2008 3rd Quarter	2007 Actual	2008 Estimate
% of projects on time/under budget	Not submitted	Not submitted	100%	100%
Ratio of PW variances approved w/in 6 weeks of application	Not submitted	Not submitted	2/3	2/3

Workload Measures

	2007 3rd Quarter	2008 3rd Quarter	2007 Actual	2008 Estimate
Number of capital projects construction surveyed by staff	Not submitted	Not submitted	2	3
Traffic modeling completed by staff	Not submitted	Not submitted	1	3

FINANCE

Finance

Performance Measures

	2007 2nd Quarter	2008 2nd Quarter	2007 Actual	2008 Estimate
Maintain city bond rating (Moody's A2)	A2	A2	A2	A2
Unqualified audit financial statement opinion	yes	yes	yes	yes

Workload Measures

	2007 3rd Quarter	2008 3rd Quarter	2007 Actual	2008 Estimate
Number of invoices processed	2298	2558	9243	9300
Number of transactions receipted	4568	4493	17,883	21,200
Number of utility bills processed	3149	3223	13,935	13,500
Number of payroll checks processed	723	841	2579	2900
Number of business licenses processed	N/A	172	618	600

Information Technology

Performance Measures

	2006 Actual	2007 Actual	2008 Actual	2009 Estimate
* Average Cost of IT per Citizen	26	26	31	31
* Average Cost of IT per Employee	1800	1667	1880	1880
Average Number of Employees per IT staff	48	54	60	60
Average Number of Workstations per IT staff	45	58	72	72
Ratio of Employees to printers	3.3	2.9	3.1	3.5
Network uptime	99%	99%	99%	99%

Information Technology numbers reported based on fiscal year numbers. Quarterly numbers are not available.

* In Dollars.

Workload Measures

	2006 Actual	2007 Actual	2008 Actual	2009 Estimate
Number of IT staff	2	2	2	2
Number of servers maintained	10	11	12	12
Number of workstations	90	118	145	145
Number of printers	32	35	77	80
Number of remote sites	3	3	3	3
Average monthly help desk calls	140	225	310	370

Information Technology numbers reported based on fiscal year numbers. Quarterly numbers are not available.

MARKETING

Performance Measures

	2007 Actual	2007 3 rd Qtr Actual	2008 3 rd Qtr Actual	2008 Estimate
Occupancy Percentages	56.3%	63.0%	56.0%	60.0%
% Change in Visitor Info Requests	399%	--	78%	25%
Editorial Medial Value	\$445,512	\$71,000	\$111,000	\$400,000

Workload Measures

	2007 Actual	2007 3 rd Qtr Actual	2008 3 rd Qtr Actual	2008 Estimate
Promotion and Advertising Budget	\$82,000	\$20,500	\$18,100	\$95,800
Number of Filled Requests	26,950	13,650	10,691	33,700
Hosted Media	6	0	2	6



Subject: All-Hazard Mitigation Plan

Dept. Origin: Building/Fire Safety

Proposed Council Action: Adopt the City of Gig Harbor All-Hazard Mitigation Plan as a component of the City's emergency management program.

Prepared by: D. Bower

For Agenda of: October 27, 2008

Exhibits: Gig Harbor All-Hazard Mitigation Plan

Initial & Date

Concurred by Mayor:

CLH 10/10/08

Approved by City Administrator:

RBK 10/10/08

Approved as to form by City Atty:

Approved by Finance Director:

DL 10/10/08

Approved by Department Head:

DB 10.10.08

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
----------------------	---	-----------------	---	------------------------	---

INFORMATION / BACKGROUND

In the wake of numerous natural and man caused disasters since 2001, the federal government has implemented new emergency planning requirements for state and local jurisdictions. Among those requirements is development of hazard mitigation plans intended to reduce the severity of the impacts of future disasters and improve community preparedness. Enforcement of the requirement is attached to eligibility for federal mitigation grant funds.

In response to this requirement, the Pierce Co. Dept. of Emergency Management and jurisdictions around the County began a cooperative effort to develop the required plans. That effort included public stakeholder meetings; presentations to elected and appointed officials; and numerous meetings of the various jurisdictional representatives over the course of the past 2 ½ years.

In October of this year the plan was approved by FEMA and is now available for adoption by the cooperating agencies. This action will formally adopt the plan for the City of Gig Harbor, bringing us into compliance with the requirement and making us eligible for mitigation grants resulting from future presidentially declared disasters.

FISCAL CONSIDERATION

Adoption of this plan will have no fiscal impact at this time. Future impacts may occur related to acceptance of mitigation grants, should the City choose to pursue them.

BOARD OR COMMITTEE RECOMMENDATION

No board or committee recommendation has been received.

RECOMMENDATION / MOTION

Move to: Adopt the City of Gig Harbor All-Hazard Mitigation Plan as a component of the City's emergency management program.

RESOLUTION NO. 771

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
ADOPTING THE CITY OF GIG HARBOR ALL-HAZARD MITIGATION
PLAN AS A COMPONENT OF THE CITY'S EMERGENCY MANAGEMENT
PROGRAM.**

WHEREAS, Reducing the severity of disasters affecting the City of Gig Harbor is integral to protecting the community's health and safety; and

WHEREAS, Mitigation planning provides guidance on actions to effectively protect public facilities against disaster damage; and

WHEREAS, The Federal government has adopted regulations requiring mitigation planning as a condition of eligibility for federal disaster mitigation grant funds; and

WHEREAS, The City has cooperated with Pierce Co. and other local jurisdictions within the county in the development of the required, FEMA approved, All-Hazard Mitigation Plan.

**NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL RESOLVES AS
FOLLOWS:**

The Council hereby adopts the City of Gig Harbor, All-Hazards Mitigation Plan as a component of the City's emergency management program and encourages City staff to work with other County jurisdictions and response partners to develop strategies to implement the mitigation measures contained therein as future funding allows.

APPROVED:

Chuck Hunter, Mayor

ATTEST:

Molly Towslee, City Clerk
City Clerk

Approved as to form:

Carol A. Morris, City Attorney

Filed with City Clerk: 10/20/08

Passed by City Council: 10/27/08

Resolution No.: 771



City of Gig Harbor
Emergency Management
Program
All-Hazards Mitigation Plan

Adopted October 27, 2008

City of Gig Harbor All-Hazard Mitigation Plan

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Section 1

Plan Process Requirements

Planning Process---Requirement §201.6(b):

An open public involvement process is essential to the development of an effective plan.

Documentation of the Planning Process---Requirements §201.6(b):

In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process **shall** include:

- (1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
- (2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and
- (3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

Documentation of the Planning Process---Requirements §201.6(c)(1):

[The plan **shall** document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

- Does the plan provide a narrative description of the process followed to prepare the plan?
- Does the plan indicate who was involved and how they contributed to the planning process, including who led the development at the staff level and were there any external contributors such as contractors?
- Does the plan indicate how the public was involved?
- Was the public provided an opportunity to comment on the plan during the draft stage and prior to plan approval?
- Was there an opportunity for neighboring communities, agencies, businesses, academia, nonprofits, and other interested parties to be involved in the planning process?
- Does the planning process describe the review and incorporation, if appropriate, of existing plans, studies, reports, and technical information?

SECTION 1

REGION 5 HAZARD MITIGATION PLAN CITY OF GIG HARBOR PROCESS SECTION

The Process Section – Section 1 is presented as a Master Section shared with all 48 jurisdictions and so is referenced here, but found in the main project documentation. The Process Section is a summation of every step taken to accomplish this project in its entirety.

In the Process Section you will find the following information:

- Team Meetings, Regional Meetings, Elected Official Meetings, Site Visits
- Public Information Meetings and Public Involvement Process
- Listing of all 48 jurisdictions and the representatives for those jurisdictions as broken down into four working groups
- Profile Section Process
- Capability Section Process
- Risk Assessment Process and Hazard Identification Process
- Mitigation Strategy Process
- Infrastructure Summary Process
- Plan Maintenance Process

Please refer to the Master Process Section for specific information on any of the above referenced items.

SECTION 2

REGION 5 HAZARD MITIGATION PLAN CITY OF GIG HARBOR PROFILE SECTION

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Vision Statement

The vision of the City of Gig Harbor is as follows:

Our vision for the City of Gig Harbor is a community:

That is well planned and comprised of identifiable residential and business neighborhoods that are safe, secure and have access to high quality municipal services and amenities;

With pedestrian, bicycle, vehicular, and police service systems that enable people to move safely between neighborhoods, work places, shopping and other destinations;

That continuously develops partnership of citizens, city government, business and education, and that fosters meaningful involvement and civil exchange of ideas;

That provides an integrated system and natural features, open space, recreational and cultural opportunities;

That develops and preserves its natural and historical assets, while adapting to a changing environment; and

Whose government is responsive to the needs of its citizens and serves as a steward of public resources and confidence.

Services Summary

The City of Gig Harbor was incorporated in the year 1888.

The jurisdiction provides the following services through their own capabilities:

Table 2-1 City Services¹

CITY SERVICES			
Service	Yes	Service	Yes
Mayor/City Manager	Yes	Municipal Airport	No
City Attorney	Yes	Municipal Court	Yes
City Clerk	Yes	Public Works/Improvements	Yes
City Treasurer	Yes	Comprehensive Planning	Yes
Sheriff or Police	Yes	Parking Meter Revenue	No
Parks Commissioners	Yes	Construction and Operation of Boat Harbors, Marinas, Docks, etc.	Yes
City Council	Yes	Issue Bonds and Levies of General Tax	Yes
License and Tax Fees	Yes	Fire Department/EMS	Yes
Non-Polluting Power Generation	No	Parking, Off-street Facilities	No
Hydroelectric Resources	No	Sanitary Landfill/Refuse Service	No
Radio Communications	Yes	Sidewalks	Yes
Streets	Yes	Storm Drains	Yes
Waste Water Treatment	Yes	Streets/Alleys	No
Water Utility	Yes	Parks and Parkways	Yes
Public Transportation Systems	No	Water Pollution Abatement	Yes
Residential Care Facilities	No	Local Improvement Districts	Yes
Child Care Facilities	No		No
Emergency Management	Yes	Historic Preservation	Yes
Building Construction Permitting	Yes	Fire Prevention	Yes

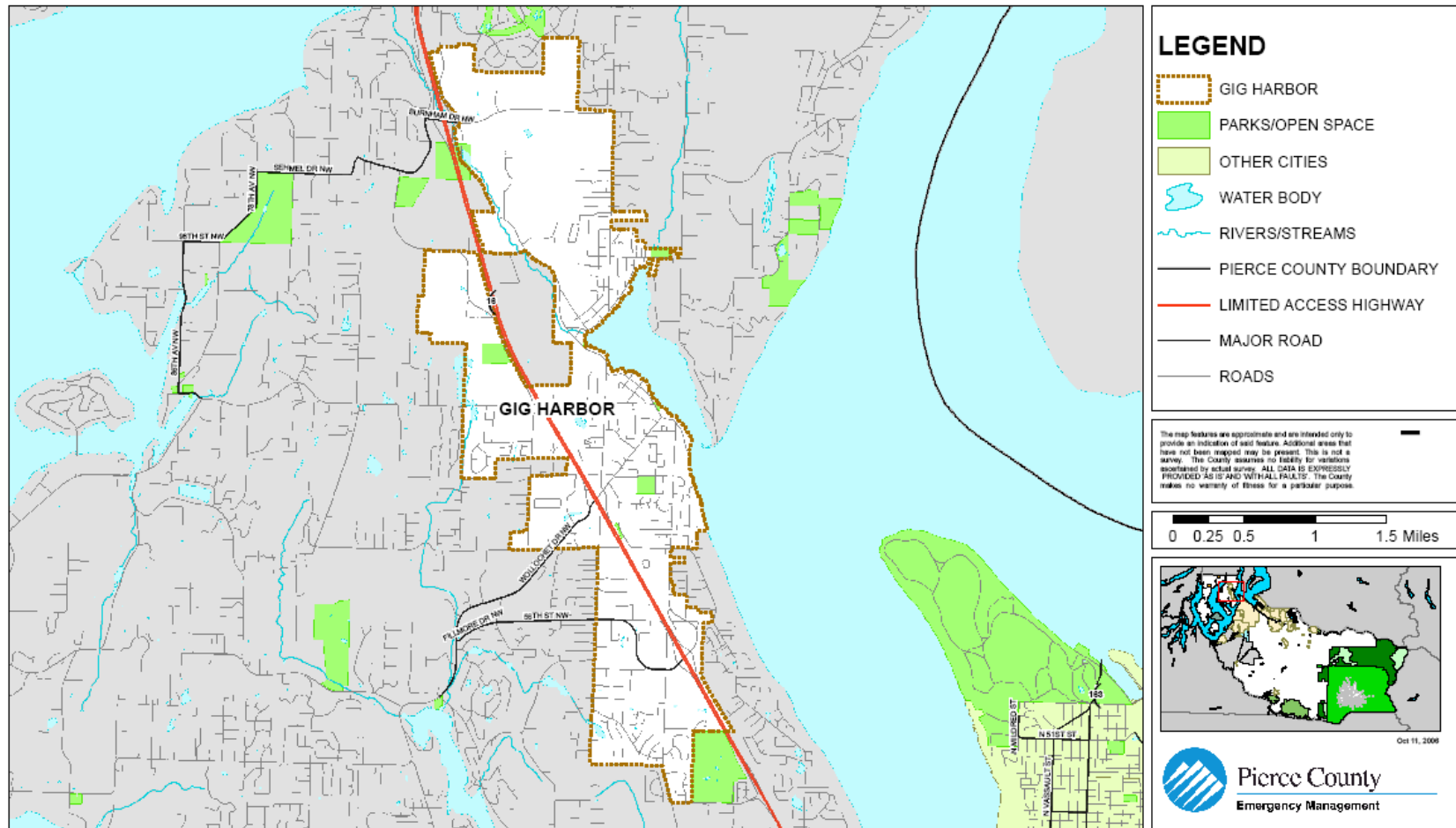
Geo-Political Summary

Table 2-2 Geo-Political Summary²

Jurisdiction	Area (sq mi)	Elevation Range (ft)	Major Water Features	Regional Partners	
				Shared Borders	Land Use Authorities
City of Gig Harbor	4.05	0-320	<ul style="list-style-type: none"> Kitsap Watershed 5-Gig Harbor Basin 	<ul style="list-style-type: none"> Unincorporated Pierce 	<ul style="list-style-type: none"> Gig Harbor Unincorporated Pierce

Map 2- 1

CITY OF GIG HARBOR - BASEMAP



Population Summary

Demographics

Table 2-1 Population³

Jurisdiction	Population	Population Density (people/sq mi)	Population Served	Projected Year 2017 Population Change (%)	Projected Population Density	Projected 2017 Population Served
City of Gig Harbor	6,502	1,604	6,502	23.6%	1,643	14,900
Region 5	700,820	418	700,820	1.04%	435	729,471

Special Populations

Table 2-2 Special Populations^{4, 5}

Jurisdiction	Population	Population 65 Plus	% of Total	Population Under 18	% of Total
City of Gig Harbor	6,502	1,527	23%	1,316	20%
Region 5	700,820	71,620	10.2%	190,569	27.2%
WA State	5,894,121	662,148	11.2%	1,513,843	25.7%

Infrastructure Summary

General

Table 2-5 Parcel Summary⁶

Jurisdiction	# Parcels	Land Value	Average Land Value	Improved Value	Average Improved Value
City of Gig Harbor	3,269	\$854,473,100	\$261,387	\$828,686,300	\$253,498
Region 5	292,666	\$39,054,414,761	\$133,444	\$47,992,756,413	\$163,984.73

Jurisdiction	Total Assessed Value	Average Assessed Value
City of Gig Harbor	\$1,683,159,400	\$514,885
Region 5	\$87,047,171,174	\$297,428

Table 2-6 Housing Summary⁷

Jurisdiction	# Houses	Housing Density	Avg Year Built	Avg Year Built (%)
City of Gig Harbor	3,085	636	<ul style="list-style-type: none"> • >1939: 158 • 1940-1979: 1,240 • 1980-2000: 1,716 	<ul style="list-style-type: none"> • >1939: 5.1% • 1940-1979: 39.9% • 1980-2000: 55.1%
Region 5	277,060	165	<ul style="list-style-type: none"> • >1939: 34,857 • 1940-1979: 133,531 • 1980-2000: 108,672 	<ul style="list-style-type: none"> • >1939: 12.6% • 1940-1979: 48.2% • 1980-2000: 39.2%

Jurisdiction Infrastructure

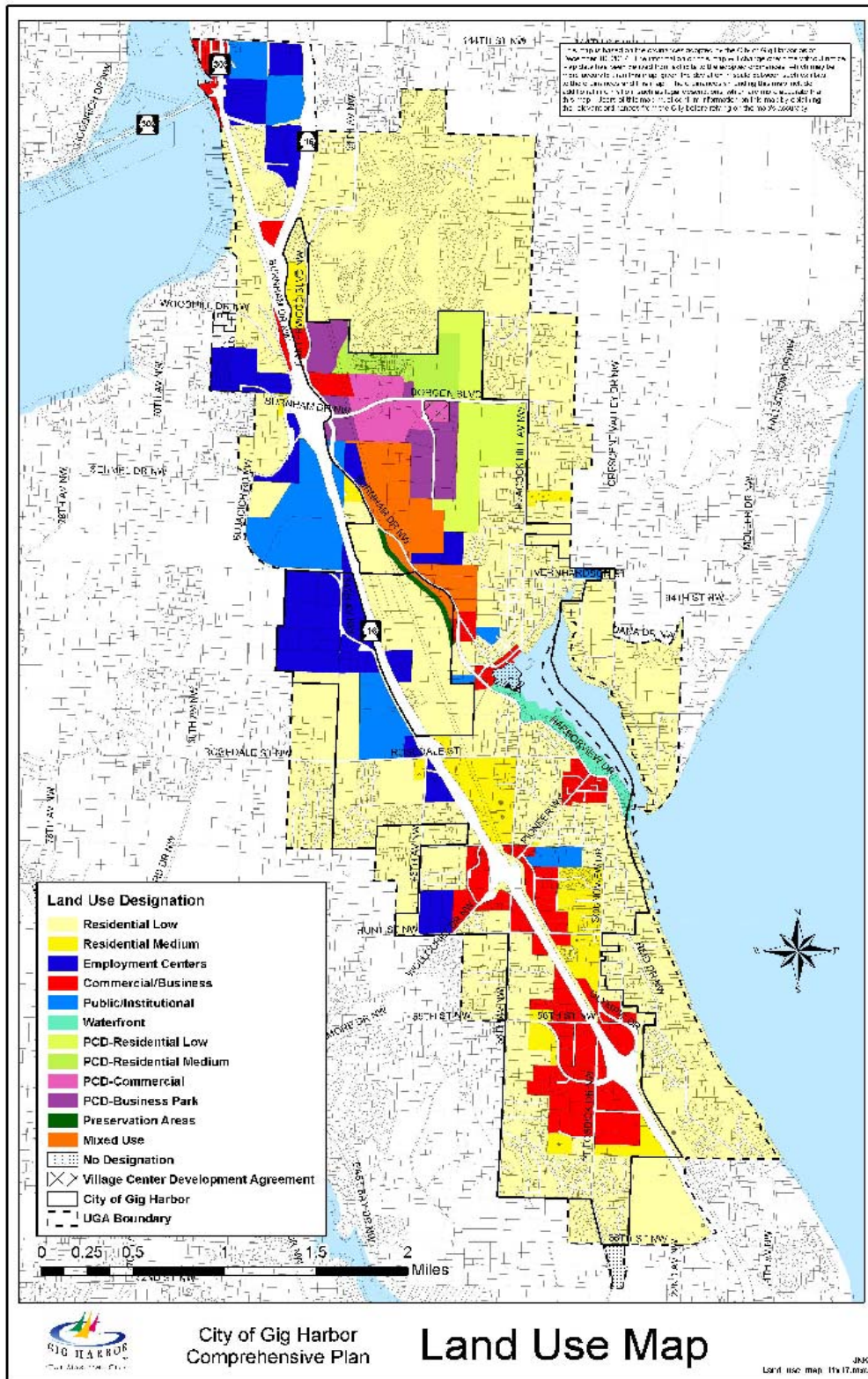
The following table shows the overview of infrastructure owned by the City of Gig Harbor. The infrastructure is categorized according to the infrastructure sectors as designated by the Department of Homeland Security. This chart is intended as a summary only.

For further details on Department of Homeland Security infrastructure sectors, please see the Process Section 1.

Table 2-7 Owned Infrastructure⁸

Total Infrastructure	Emerg. Services	Tele-comm	Transportation	Water	Energy	Government	Commercial	Total Value (\$)
43	1	0	1	23	0	18	0	\$479,959,901

Map 2- 2



Economic Summary

Table 2-8 Fiscal Summary⁹

Jurisdiction	Operating Costs (per month)	Operating Budgeted Revenues ¹⁰	Operating Budgeted Expenditures ¹¹	Fund Balance as % of Operating Cost	Avg. Fund Balance (5 yrs)
City of Gig Harbor	\$591,372	\$9,041,541	\$7,455,691	112	\$7,228,912

Table 2-9 Employment Profile¹²

Employment Category (SIC)	City of Gig Harbor	Pierce County
Agriculture, Forestry, Fishing, Mining and Hunting	73	3,126
Construction	182	24,340
FIRES (Finance, Insurance, Real Estate, and Services)	196	18,212
Wholesale Trade	147	13,919
Transportation and Warehousing and Utilities	169	21,555
Manufacturing	238	39,511
Retail	291	39,408
Education, Health and Social Services	734	65,256
Professional, Scientific, Management, Administrative, Waste Management	232	23,095
Public Administration	112	18,363

Table 2-10 Unemployment¹³

Jurisdiction	Unemployment Rate
City of Gig Harbor	4.9%
Region 5	6.5%
WA State	6.2%

Resource Directory

Regional

- **City of Gig Harbor**
<http://www.cityofgigharbor.net>
- **Pierce County Government**
<http://www.piercecountywa.org/PC/>
- **Pierce County DEM**
<http://www.piercecountywa.org/pc/abtus/ourorg/dem/abtusdem.htm>
- **Pierce County PALS**
<http://www.piercecountywa.org/pc/services/home/property/pals/palsmain.htm>
- **Municipal Research & Services Center of Washington (MRSC)**
<http://www.mrsc.org>

National

- **US Census**
www.census.gov/

Endnotes

¹ Information from survey completed by the City.

² Information from Pierce County GIS application, CountyView Pro (7/06).

³ Information provided by the Gig Harbor Planning Department and the Gig Harbor Finance Department. It should be noted that current (as of July 2007) population for the City of Gig Harbor is reported by the Office of Financial Management as 6,780.

⁴ "Population" provided by the Gig Harbor Planning Department.

⁵ Other Special Population information from Pierce County GIS application, CountyView Pro projected for 2007.

⁶ Information provided by the Gig Harbor Planning Department and the Gig Harbor Finance Department.

⁷ Information from Census 2000, Office of Financial Management.

⁸ Information obtained from Jurisdiction from Infrastructure Matrix.

⁹ Information obtained from Gig Harbor Finance Department.

¹⁰ Non-Capital

¹¹ Non-Capital

¹² Information from Census 2000, Office of Financial Management.

¹³ Information from Census 2000, Office of Financial Management.

Section 3

Capability Identification Requirements

Planning Process---Requirement §201.6(b):

An open public involvement process is essential to the development of an effective plan.

Documentation of the Planning Process---Requirements §201.6(b):

In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process **shall** include:

(3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

- Does the planning process describe the review and incorporation, if appropriate, of existing plans, studies, reports, and technical information?

Assessing Vulnerability: Analyzing Development Trends---Requirement §201.6(c)(2) (ii)(C):

[The plan **should** describe vulnerability in terms of] providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

- Does the plan describe land uses and development trends?

SECTION 3

**REGION 5 HAZARD MITIGATION PLAN
CITY OF GIG HARBOR
CAPABILITY IDENTIFICATION SECTION**

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TECHNICAL CAPABILITY 6
FISCAL CAPABILITY 7
SPECIFIC CAPABILITIES..... 8

Legal and Regulatory

Table 3-1 Legal and Regulatory

Regulatory Tools (Ordinances and Codes)	Yes or No
<u>Jurisdiction Capabilities</u>	
Building Construction/Design Construction Codes	Yes
Flood Damage Prevention Ordinance	Yes
Growth Management Ordinance	Yes
Critical Area Ordinance	Yes
Hazard Setback Requirements	Yes
Hillside and Steep Slope Ordinance	Yes
Land Use and Regulatory Codes	Yes
Mechanical Codes	Yes
Plan Review Requirements	Yes
Plumbing Codes	Yes
Real Estate Disclosure Requirements	No
Storm Water Management	Yes
Subdivision Ordinance or Regulations	Yes
Tax and License Codes	Yes
Wildfire Ordinance	Yes
Zoning Ordinance	Yes

Administrative Capability

Table 3-2 Administrative Capability

Administrative Tools (Agency, Departments or Programs)	Yes or No
Jurisdiction Capabilities	
Architectural Review Board/Historic Review	Yes
Board of Adjustments/Hearing Examiner	Yes
Building Official	Yes
Chamber of Commerce	Yes
City/Town Website	Yes
Commercial Fire Safety/Code Inspection Program	Yes
Community CPR/First Aid Program	No
Community Emergency Response Teams	No
Downtown Revitalization Committee	No
Economic Development Board	No
Emergency Manager	Yes
Engineers	Yes
Families First Coalition	No
Fire and Injury Prevention Program	Yes
Fire Chief	No
Fire Safety & Disaster Classes in Schools	No
Flood Plan Manager	Yes
Government TV Access	No
Grant Writers	Yes
Home Safety Council	No
Information included in Utility Bills	Yes
Lahar Warning System	No
Planners	Yes
Planning Commission	Yes
Police Chief	Yes
Police Department	Yes
Public Utility	Yes
Public Works Department	Yes
Safe Streets Program	Yes
Safety Fairs	No
Stream Team	No
Surveyors	No
City/Town Council	Yes
City/Town Meetings	Yes
City/Town Planning Commission	Yes

Table 3-3 Administrative Capability (Con'd)

Administrative Tools (Agency, Departments or Programs)	Yes or No
Regional Capabilities	
Local Business Districts	Yes
Local Department of Emergency Management	Yes
Local Fire Agencies plus Mutual Aid with others	Yes
Local Hospitals	Yes
Local Law Enforcement Agencies and Mutual Aid with others	Yes
Local Neighborhood Associations	Yes
Local Neighborhood Emergency Teams (NET)	Yes
Local Newspapers	Yes
Local Parks Commission/Board	Yes
Local Power Companies	Yes
Local Parent Teacher's Association	Yes
Neighboring Counties	Yes
Pierce County Department of Emergency Management	Yes
Pierce County Fire Chiefs Association	No
Pierce County Neighborhood Emergency Teams (PCNET)	Yes
Pierce County Police Chiefs Association	Yes
Pierce County Safe Kids Coalition	No
Pierce County Sheriffs Department	Yes
Puget Sound Clean Air Agency	Yes
Puget Sound Energy	Yes
Puget Sound Regional Council	Yes
Puget Sound Water Quality Management Plan	No
Service Organizations	Yes
Tacoma/Pierce County Health Department	Yes
Tribes	No

Technical Capability

Table 3-4 Technical Capability

Technical Tools (Plans and Other)	Yes or No
Jurisdiction Capabilities	
After Action Reports of Any Incident	Yes
Capital Improvement Plan	Yes
Comprehensive Emergency Management Plan	Yes
Comprehensive Plan	Yes
Continuity of Governmental Services and Operations Plan (COOP and COG)	Yes
Critical Facilities Plan	Yes
Drainage Master Plan	Yes
Economic Development Plan	No
Emergency Evacuation Plan	No
Emergency Response Plan	Yes
Generator Placement Plan	No
Habitat Plan	No
Hazardous Materials Response Plan	Yes
Lahar Evacuation Plan	No
Oil Spill Response Plan	Yes
Pandemic Flu Plan	Yes
Post-Disaster Recovery Plan	No
Sewer/Wastewater Comprehensive Plan	Yes
Storm Comprehensive Plan	Yes
Water Comprehensive Plan	Yes
Regional Capabilities	
Coordinated Water System Plan and Regional Supplement 2001	
Local and Regional Emergency Exercises – All Types	Yes

Fiscal Capability

Table 3-5 Fiscal Capability

Fiscal Tools (Taxes, Bonds, Fees, and Funds)	Yes or No
<u>Jurisdiction Capabilities</u>	
TAXES:	
Authority to Levy Taxes	Yes
BONDS:	
Authority to Issue Bonds	Yes
FEES:	
Fees for Water, Sewer, Gas or Electric Service	Yes
Impact Fees for Homebuyers/Developers for New Developments/Homes	Yes
Local Improvement District (LID)	Yes
FUNDS:	
Capital Improvement Project Funds	Yes
Enterprise Funds	Yes
General Government Fund (Departments)	Yes
Internal Service Funds	Yes
Special Revenue Funds	Yes
Withhold Spending in Hazard-Prone Areas	No
<u>Regional Capabilities</u>	
Pierce County Land Conservancy	No
Cascade Land Conservancy	No

Specific Capabilities

Table 3-6 Specific Capabilities

Jurisdiction Specific Capabilities
<u>Legal & Regulatory</u>
City Attorney
City Prosecutor
Hearing Examiner
Building Code Advisory Board
<u>Administrative & Technical</u>
US Coast Guard
Key Peninsula Fire District 16
Peninsula School District
Bogue Volunteer Center
KGHP Radio
Peninsula Regional Planning Team
Local Emergency Planning Committee (LEPC)
Pierce County Type III Incident Management Team
Flood Hazard Construction Standards
Hazard Inventory and Vulnerability Assessment
Harborview Marina Fire Investigation Report
<u>Fiscal</u>

Section 4

Risk Assessment Requirements

Identifying Hazards--- Requirement §201.6(c)(2)(i):

[The risk assessment **shall** include a] description of the type ... of all natural hazards that can affect the jurisdiction.

- Does the plan include a description of the types of all hazards that affect the jurisdiction?
- Does the plan describe the sources used to identify the hazards?
- Does the plan indicate any data limitations?
- Does the plan provide an explanation for eliminating any hazards from consideration?

Profiling Hazard Events---Requirement §201.6(c)(2)(i):

[The risk assessment **shall** include a] description of the ... location and extent of all natural hazards that can affect the jurisdiction. The plan **shall** include information on previous occurrences of hazard events and on the probability of future hazard events.

- Does the risk assessment identify the location of each hazard being addressed in the plan?
- Does the risk assessment identify the extent of each hazard being addressed in the plan?
- Does the plan provide information on the previous occurrences of each natural hazard?
- Does the risk assessment identify for each hazard, a scale of likelihood of occurrence and the impact?
- Is the location of the natural hazard specifically defined?
- Is the quality of information on the extent above average
- Does the plan document the sources of the information on local, extent, and previous occurrences?

Assessing Vulnerability: Identifying Assets---Requirement §201.6(c)(2) (ii)(A):

[The risk assessment **shall** include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description **shall** include an overall summary of each hazard and its impact on the community. The plan **should** describe vulnerability in terms of:§ The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas...

- Does the plan include an overall summary description of the jurisdiction vulnerability to the hazards?
- Does the plan address the impacts of the hazards on the community?
- Does the plan provide information on the types and numbers of vulnerable buildings--infrastructures--critical facilities?
- Does the plan address the vulnerability to future buildings, infrastructure, and critical facilities based on current planned development or anticipated areas of growth within the community?
- Does the plan identify the jurisdictions' repetitive loss areas/structures?

Assessing Vulnerability: Estimating Potential Losses---Requirement §201.6(c)(2) (ii)(B):

[The plan **should** describe vulnerability in terms of an] estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(i)(A) of this section and a description of the methodology used to prepare the estimate...

- Does the plan identify vulnerability assets as required in Part 201.6 (c)(ii)(A)?

Assessing Vulnerability: Analyzing Development Trends---Requirement §201.6(c)(2) (ii)(c):

[The plan **should** describe vulnerability in terms of providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

- Does the plan describe the vulnerability to hazards as required in 201.6(c)(ii)(a)?
- Does the plan indicate the methodology used to prepare the estimate?

SECTION 4

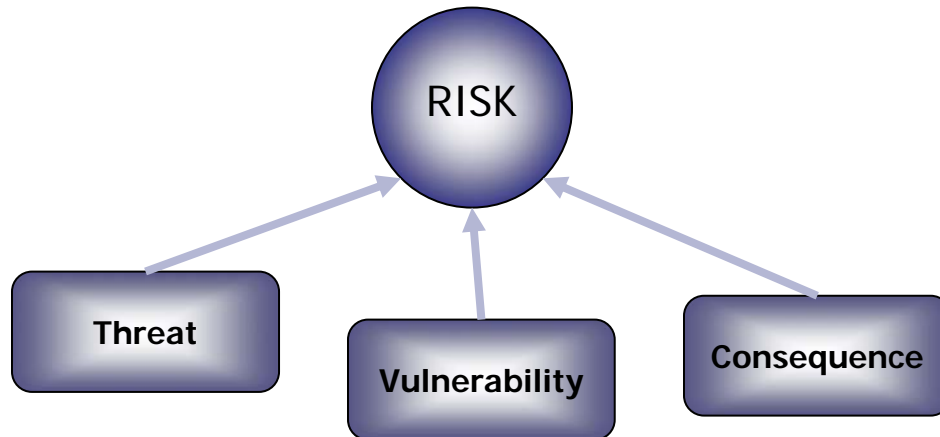
**REGION 5 HAZARD MITIGATION PLAN
CITY OF GIG HARBOR
RISK ASSESSMENT SECTION**

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Section Overview

The Risk Assessment portrays the threats of natural hazards, the vulnerabilities of a jurisdiction to the hazards, and the consequences of hazards impacting communities. Each hazard is addressed as a threat and is identified and profiled in the Hazard Identification. The vulnerabilities to and consequences of a given hazard are addressed in the Vulnerability Analysis. Vulnerability is analyzed in terms of exposure of both population and infrastructure to each hazard. Consequences are identified as anticipated, predicted, or documented impacts caused by a given hazard when considering the vulnerability analysis and the characteristics of the hazard as outlined in its identification.



The WA Region 5 **Hazard Identification** was used for this plan. Each jurisdiction's Vulnerability and Consequence Analysis are based on the Region 5 Hazard Identification. The Region 5 Hazard Identification can be found in Annex (TBD). Each hazard is identified in subsections. The subsections are grouped by hazard-type (i.e., geological and meteorological hazards) and then alphabetically within each type. A summary table of the WA Region 5 Hazard Identification is included in this section as Table 4-1a and Table 4-1b.

The **Vulnerability Analysis** is displayed in five tables:

- **Table 4-2 General Exposure**
- **Table 4-3 Population Exposure**
- **Table 4-4 General Infrastructure Exposure**
- **Table 4-5a Consequence Analysis Chart – Geological**
- **Table 4-5b Consequence Analysis Chart – Meteorological**

Each jurisdiction has its own Vulnerability Analysis, and it is included in this section.

The **Consequence Identification** is organized by Threat. Each threat page summarizes the hazard, graphically illustrates exposures from the Vulnerability Analysis, and lists corresponding Consequences. Each jurisdiction has its own Consequence Identification and it is included in this section: avalanche, earthquake, landslide, tsunami, volcanic, drought, flood, severe weather, and wildland/urban interface fire.

Specific information and analysis of a jurisdiction's owned (public) infrastructure is addressed in the Infrastructure Section of its Plan.

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Table 4-1a WA Region 5 Hazard Identification Summary – Geological

THREAT	DECLARATION # DATE/PLACE	PROBABILITY/RECURRENCE	MAPS, FIGURES AND TABLES
<u>AVALANCHE</u>	Not Applicable	Yearly in the mountainous areas of the County including Mt. Rainier National Park and the Cascades.	Slab Avalanche Areas Vulnerable to Avalanche Pierce County Avalanches of Record
<u>EARTHQUAKE</u>	N/A--7/22/2001 Nisqually Delta N/A--6/10/2001 Satsop DR-1361-WA--2/2001 Nisqually N/A--7/2/1999 Satsop N/A--4/29/1965 Maury Island, South Puget Sound N/A--4/13/1949 South Puget Sound N/A--2/14/1946 Maury Island	Magnitude 4.3 Magnitude 5.0—Intraplate Earthquake Magnitude 6.8—Intraplate Earthquake Magnitude 5.8—Intraplate Earthquake Magnitude 6.5—Intraplate Earthquake Magnitude 7.0—Intraplate Earthquake Magnitude 6.3 40 years or less occurrence Historical Record—About every 23 years for intraplate earthquakes	Types of Earthquakes Major Faults in the Puget Sound Basin Seattle and Tacoma Fault Segments Pierce County Seismic Hazard Major Pacific Northwest Earthquakes Notable Earthquakes Felt in Pierce County Salmon Beach, Tacoma Washington following Feb 2001 Earthquake Liquefaction Niigata Japan-1964 Lateral Spreading – March 2001
<u>LANDSLIDE</u>	DR-1159-WA--12/96-2/1997 DR-852-WA--1/1990 DR-545-WA--12/1977	Slides with minor impact (damage to 5 or less developed properties or \$1,000,000 or less damage) 10 years or less. Slides with significant impact (damage to 6 or more developed properties or \$1,000,000 or greater damage) 100 years or less.	Northeast Tacoma Landslide 01/2007 Pierce County Landslide and Soil Erosion Hazard Pierce County Shoreline Slope Stability Areas Notable Landslides in Pierce County Ski Park Road – Landslide 01/31/03 SR-165 Bridge Along Carbon River – Landslide 2/1996 Aldercrest Drive - Landslide
<u>TSUNAMI</u>	N/A--1894 Puyallup River Delta N/A--1943 Puyallup River Delta (did not induce tsunami) N/A--1949 Tacoma Narrows	Due to the limited historic record, until further research can provide a better estimate a recurrence rate of 100 years plus or minus will be used.	Hawaii 1957 – Residents Explore Ocean Floor Before Tsunami Hawaii 1949 – Wave Overtakes a Seawall Puget Sound Fault Zone Locations, Vertical Deformation and Peak Ground Acceleration Seattle and Tacoma Faults Tsunami Inundation and Current Based on Earthquake Scenario Puget Sound Landslide Areas and Corresponding Tsunamis Puget Sound River Deltas, Tsunami Evidence and Peak Ground Acceleration Salmon Beach, Pierce County 1949 – Tsunamigenic Subaerial Landslide Puyallup River Delta – Submarine Landslides Puyallup River Delta – Submarine Landslides and Scarp Damage in Tacoma from 1894 Tsunami
<u>VOLCANIC</u>	DR-623-WA--5/1980	The recurrence rate for either a major lahar (Case I or Case II) or a major tephra eruption is 500 to 1000 years.	Volcano Hazards Debris Flow at Tahoma Creek – July 26, 1988 Douglas Fir Stump – Electron Lahar Deposit in Orting Landslide from Little Tahoma Peak Covering Emmons Glacier Tephra Types and Sizes Lahars, Lava Flows and Pyroclastic Hazards of Mt. Rainier Estimated Lahar Travel Times for Lahars 10 ₇ to 10 ₈ Cubic Meters in Volume Ashfall Probability from Mt. Rainier Annual Probability of 10 Centimeters or more of Tephra Accumulation in the Pacific NW Cascade Eruptions Mt. Rainier Identified Tephra, last 10,000 years Pierce County River Valley Debris Flow History

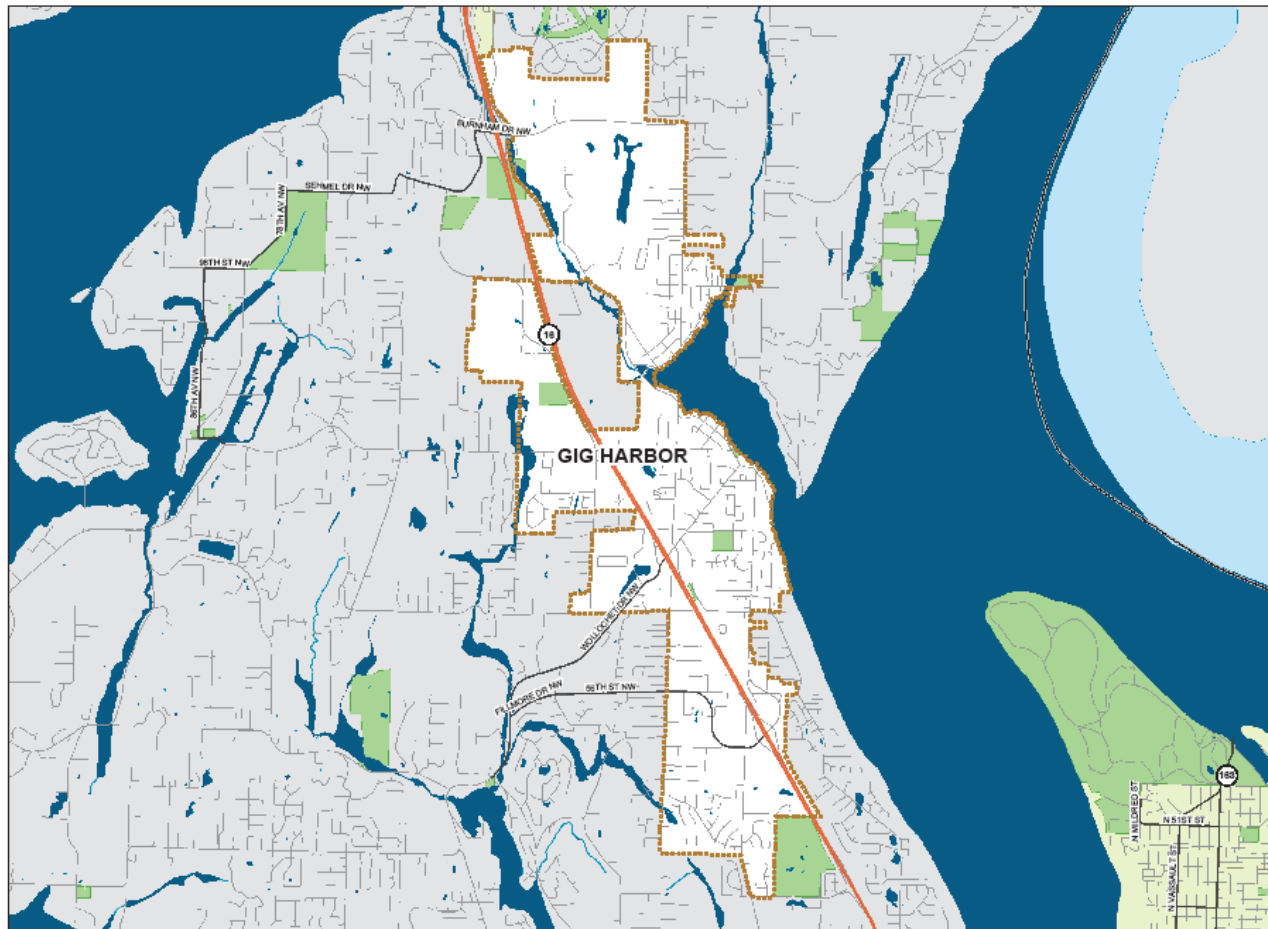
Geological

Table 4-1b WA Region 5 Hazard Identification Summary – Meteorological

HAZARD		DECLARATION # DATE/PLACE		PROBABILITY/RECURRENCE	MAPS, FIGURES AND TABLES
Meteorological	<u>CLIMATE CHANGE</u>	Not Applicable		Not Applicable	Global Temperature Change: 1850 to 2006 Recent and Projected Temperatures for the Pacific Northwest Comparison of the South Cascade Glacier: 1928 to 2003 Lower Nisqually Glacier Retreat: 1912 to 2001
	<u>DROUGHT</u>	DR-981-WA--1/1993 DR-137-WA--10/1962		50 years or less occurrence	Sequence of Drought Impacts Palmer Drought Severity Index Pierce County Watersheds % Area of Basin in Drought Conditions Since 1895 % Time in Severe to Extreme Drought: 1895-1995 % Time in Severe to Extreme Drought: 1985-1995 Notable Droughts Affecting Pierce County Columbia River Basin USDA Climate Zones – Washington State
	<u>FLOOD</u> Since 1978 3 Repetitive Loss Areas have produced 83 Claims totaling Nearly \$1.78 Millions Dollars.	DR-1671-WA--11/2006 DR-1499-WA--10/2003 DR-1159-WA--12/96-2/1997 DR-1100-WA--1-2/1996 DR-1079-WA--11-12/1995 DR-896-WA--12/1990 DR-883-WA--11/1990	DR-852-WA--1/1990 DR-784-WA--11/1986 DR-545-WA--12/1977 DR-492-WA--12/1975 DR-328-WA--2/1972 DR-185-WA--12/1964	5 years or less occurrence Best Available Science--The frequency of the repetitive loss claims indicates there is approximately a 33 percent chance of flooding occurring each year.	Pierce County Watersheds Pierce County Flood Hazard Pierce County Repetitive Loss Areas Clear Creek Basin Repetitive Flood Loss Aerial Photo Flood Hazard Declared Disasters Feb 8, 1996 Flooding – Del Rio Mobile Homes Along Puyallup River Nov 2006 Flooding River Park Estates – Along Puyallup River Nov 2006 Flooding State Route 410 – Along Puyallup River Nov 2006 Flooding Rainier Manor – Along Puyallup River
	<u>SEVERE WEATHER</u>	DR-1682-WA--12/2006 DR-1671-WA--11/2006 DR-1159-WA--12/96-2/1997 DR-1152-WA--11/19/1996	DR-981-WA--1/1993 DR-137-WA--10/1962	The recurrence rate for all types of severe storms is 5 years or less.	Fujita Tornado Damage Scale Windstorm Tracks Pierce County Severe Weather Wind Hazard – South Wind Event Pierce County Severe Weather Wind Hazard – East Wind Event Notable Severe Weather in Pierce County Snowstorm 01/2004 Downtown Tacoma Satellite Image – Hanukkah Eve Windstorm Before/After Tornado Damage Greensburg KS 05/04/07 Public Works Responds 2005 Snowstorm Downed Power Pole 02/2006 Windstorm County Road December 2006 Windstorm Tacoma Narrows Bridge – November 7, 1940 Windstorm
	<u>WUI FIRE</u>	Not Applicable		Based on information from WA DNR the probability of recurrence for WUI fire hazard to Pierce County is 5 years or less.	Washington State Fire Hazard Map Pierce County Forest Canopy Industrial Fire Precaution Level Shutdown Zones Carbon Copy Fire August 2006 Washington State DNR Wildland Fire Statistics: 1973-2007 DNR Wildland Response South Puget Sound Region: 2002-2007 Pierce County DNR Fires

Map 4-1

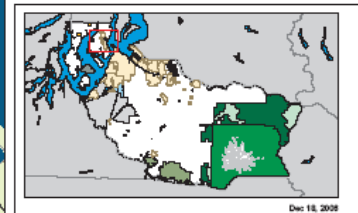
CITY OF GIG HARBOR - FLOOD HAZARD AREA



LEGEND

- GIG HARBOR
- PARKS/OPEN SPACE
- OTHER CITIES
- FLOOD ZONE
- WATER BODY
- RIVERS/STREAMS
- PIERCE COUNTY BOUNDARY
- LIMITED ACCESS HIGHWAY
- MAJOR ROAD
- ROADS

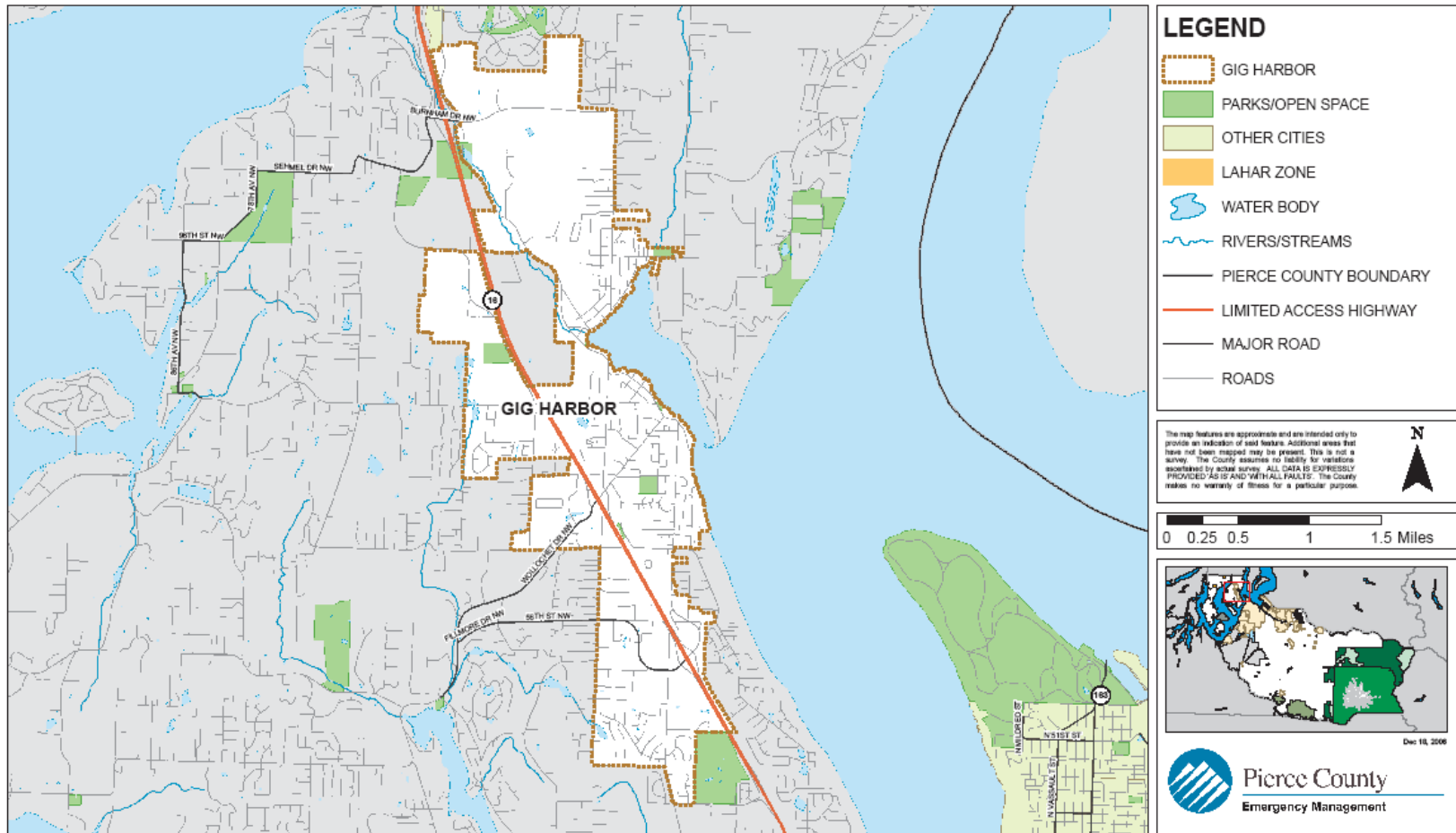
The map features are approximate and are intended only to provide an indication of said features. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED AS IS AND WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.



Pierce County
Emergency Management

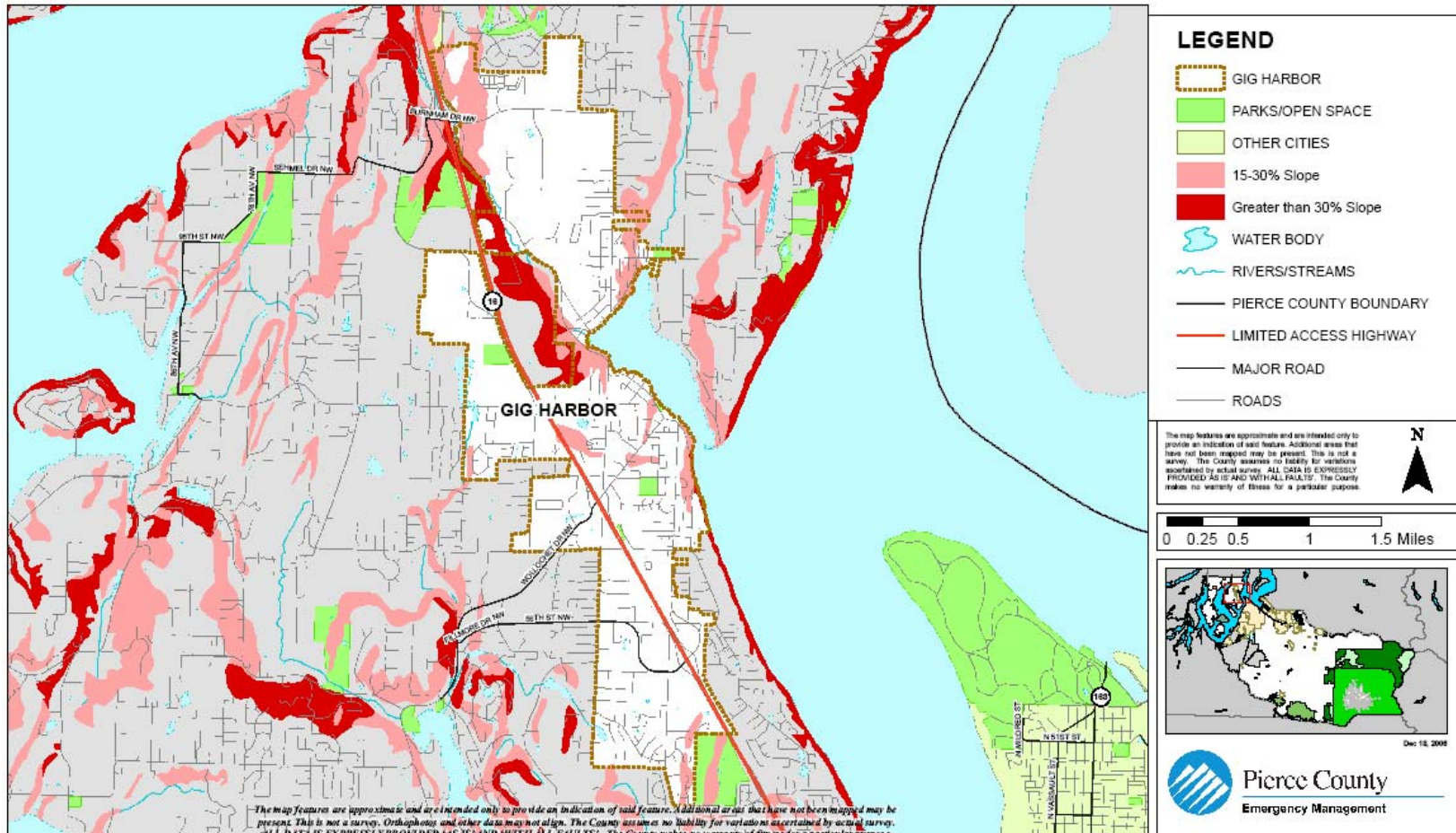
Map 4-2

CITY OF GIG HARBOR - LAHAR HAZARD AREA



Map 4-3

CITY OF GIG HARBOR - LANDSLIDE HAZARD AREA



Map 4-4

CITY OF GIG HARBOR - SEISMIC HAZARD AREA

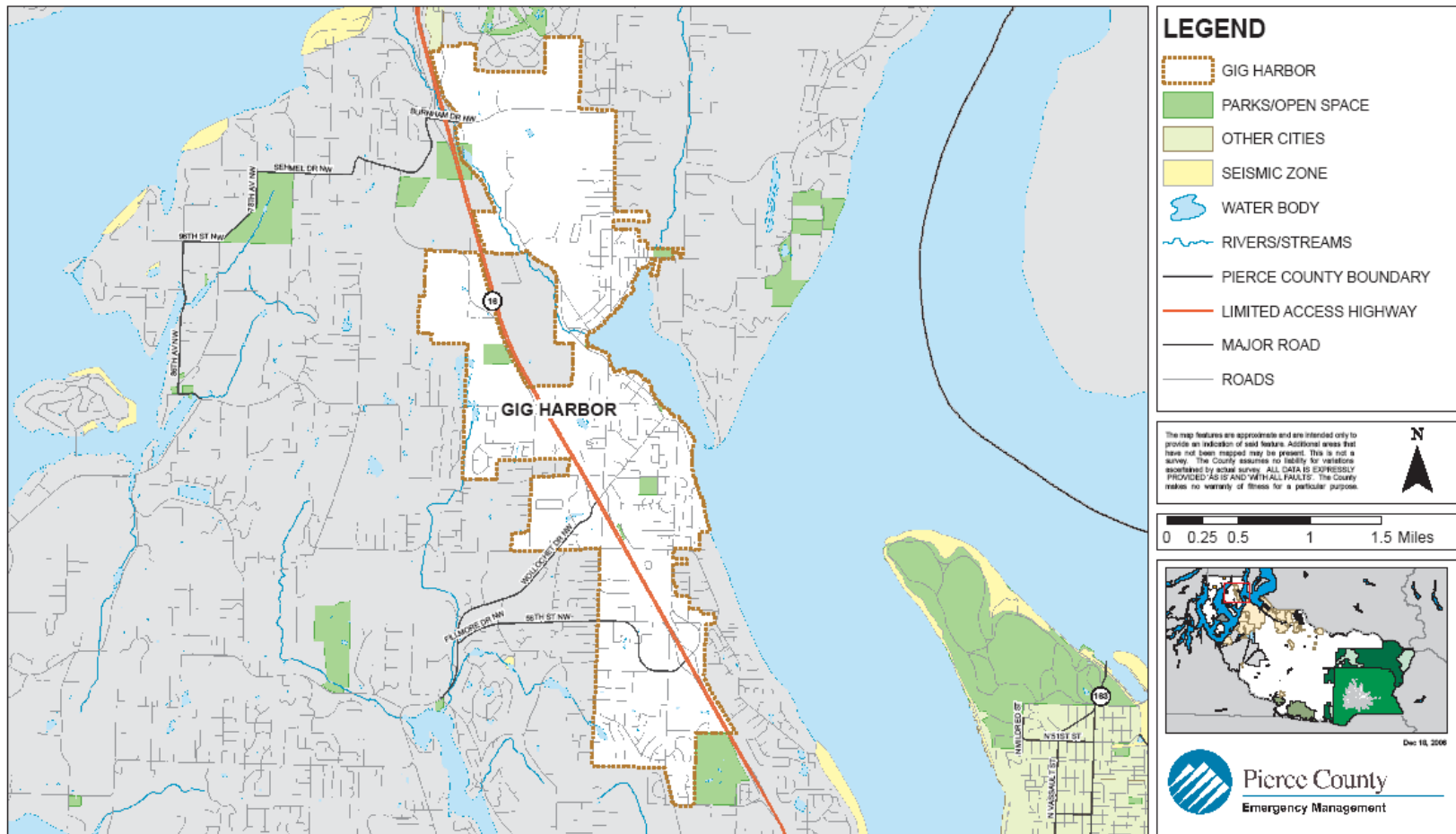


Table 4-2 Vulnerability Analysis: General Exposure

THREAT		AREA (SQ MI)		PARCELS	
		Total	% Base	Total	% Base
BASE		4.05	100%	3,269	100%
<i>Geological</i>	Avalanche ¹	NA	NA	NA	NA
	Earthquake ²	0	0	0	0
	Landslide	.72	18%	555	17%
	Tsunami ³	TBD	TBD	TBD	TBD
	Volcanic ⁴	0	0	0	0
<i>Meteorological</i>	Drought ⁵	4.05	100%	3,269	100%
	Flood	.85	21%	201	6%
	Severe Weather	4.05	100%	3,269	100%
	WUI Fire ⁶	TBD	TBD	TBD	TBD

Housing Information

Based on 2000 Census Information City of Gig Harbor has 158 homes built prior to 1940, 1,240 homes built between 1940 and 1979, and 1,716 built between 1980 and 2000. All are exposed to or vulnerable to severe weather and earthquakes.

Table 4-3 Vulnerability Analysis: Population Exposure

THREAT		POPULATION			SPECIAL POPULATIONS (OF TOTAL EXPOSED POPULATION)			
		Total	% Base	Density (pop/sq mi)	65+ yrs		18- yrs	
					#	%	#	%
BASE		6,502	100	1,604	1,527	23%	1,316	20%
<i>Geological</i>	Avalanche	NA	NA	NA	NA	NA	NA	NA
	Earthquake	0	0	0	0	0	0	0
	Landslide	3,203	49%	7,086	611	19%	691	22%
	Tsunami	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Volcanic	0	0	0	0	0	0	0
<i>Meteorological</i>	Drought	6,502	100	1,604	1,527	23%	1,316	20%
	Flood	3,271	50%	3,863	740	23%	722	22%
	Severe Weather	6,502	100	1,604	1,527	23%	1,316	20%
	WUI Fire	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Table 4-4 Vulnerability Analysis: General Infrastructure Exposure

THREAT		LAND VALUE			IMPROVED VALUE			TOTAL ASSESSED VALUE		
		Total (\$)	% Base	Avg. Value (\$)	Total (\$)	% Base	Avg. Value (\$)	Total (\$)	% Base	Avg. Value (\$)
BASE		854,473,100	100%	261,387	828,686,300	100%	253,498	1,683,159,400	100%	514,885
<i>Geological</i>	Avalanche	NA	NA	NA	NA	NA	NA	NA	NA	NA
	Earthquake	0	0	0	0	0	0	0	0	0
	Landslide	174,680,800	20%	314,740	146,681,900	18%	264,292	321,362,700	19%	579,032
	Tsunami	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
	Volcanic	0	0	0	0	0	0	0	0	0
<i>Meteorological</i>	Drought	854,473,100	100%	261,387	828,686,300	100%	253,498	1,683,159,400	100%	514,885
	Flood	90,671,700	11%	451,103	72,953,900	9%	362,955	163,625,600	10%	814,058
	Severe Weather	854,473,100	100%	261,387	828,686,300	100%	253,498	1,683,159,400	100%	514,885
	WUI Fire	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Table 4-5a Consequence Analysis Chart – Geological^{7,8}

THREAT		CONSEQUENCE	YES OR NO
<i>Geological</i>	Avalanche	Impact to the Public	No
		Impact to the Responders	No
		Impact to COG and/or COOP in the Jurisdiction	No
		Impact to Property, Facilities and Infrastructure	No
		Impact to the Environment	No
		Impact to the Jurisdiction Economic Condition	No
	Impact to Reputation or Confidence in Jurisdiction	No	
	Earthquake	Impact to the Public	Yes
		Impact to the Responders	Yes
		Impact to COG and/or COOP in the Jurisdiction	Yes
		Impact to Property, Facilities and Infrastructure	Yes
		Impact to the Environment	Yes
		Impact to the Jurisdiction Economic Condition	Yes
	Impact to Reputation or Confidence in Jurisdiction	Yes	
	Landslide	Impact to the Public	Yes
		Impact to the Responders	Yes
		Impact to COG and/or COOP in the Jurisdiction	No
		Impact to Property, Facilities and Infrastructure	Yes
		Impact to the Environment	Yes
		Impact to the Jurisdiction Economic Condition	Yes
	Impact to Reputation or Confidence in Jurisdiction	Yes	
	Tsunami	Impact to the Public	Yes
		Impact to the Responders	Yes
		Impact to COG and/or COOP in the Jurisdiction	Yes
		Impact to Property, Facilities and Infrastructure	Yes
		Impact to the Environment	Yes
		Impact to the Jurisdiction Economic Condition	Yes
	Impact to Reputation or Confidence in Jurisdiction	Yes	
	Volcanic⁹	Impact to the Public	Yes
		Impact to the Responders	Yes
Impact to COG and/or COOP in the Jurisdiction		No	
Impact to Property, Facilities and Infrastructure		Yes	
Impact to the Environment		Yes	
Impact to the Jurisdiction Economic Condition		No	
Impact to Reputation or Confidence in Jurisdiction	No		

Table 4-5b Consequence Analysis Chart – Meteorological

THREAT		CONSEQUENCE	YES OR NO
<i>Meteorological</i>	Drought	Impact to the Public	Yes
		Impact to the Responders	No
		Impact to COG and/or COOP in the Jurisdiction	No
		Impact to Property, Facilities and Infrastructure	No
		Impact to the Environment	Yes
		Impact to the Jurisdiction Economic Condition	No
		Impact to Reputation or Confidence in Jurisdiction	No
	Flood	Impact to the Public	Yes
		Impact to the Responders	No
		Impact to COG and/or COOP in the Jurisdiction	No
		Impact to Property, Facilities and Infrastructure	Yes
		Impact to the Environment	Yes
		Impact to the Jurisdiction Economic Condition	No
	Severe Weather	Impact to Reputation or Confidence in Jurisdiction	No
		Impact to the Public	Yes
		Impact to the Responders	Yes
		Impact to COG and/or COOP in the Jurisdiction	No
		Impact to Property, Facilities and Infrastructure	Yes
		Impact to the Environment	Yes
	WUI Fire	Impact to the Jurisdiction Economic Condition	Yes
		Impact to Reputation or Confidence in Jurisdiction	Yes
		Impact to the Public	Yes
		Impact to the Responders	Yes
		Impact to COG and/or COOP in the Jurisdiction	No
Impact to Property, Facilities and Infrastructure		Yes	
Impact to the Environment		Yes	
Impact to the Jurisdiction Economic Condition	Yes		
Impact to Reputation or Confidence in Jurisdiction	No		

Endnotes

¹ Jurisdiction is not vulnerable to this hazard, therefore it is marked NA or non-applicable.

² It should be noted here that although all residents, all property and all infrastructure of the City of Gig Harbor are vulnerable to earthquake shaking, not all are subject to the affects of liquefaction and liquefiable soils which is what is represented here.

³ Gig Harbor with its enclosed bay has a significant threat within the harbor area itself. The marinas and other businesses adjacent to the water could sustain damage. The damage from run up has not been analyzed. However two things will limit the damage done within the Harbor. First the extremely narrow entrance leading into a larger bay will reduce the amount of water that actually enters the bay. As the wave spreads out from the entrance into the larger bay, it will continue to decrease in size as it advances up the bay. The second factor is the steepness of the downtown area. It will limit the wave's run-up into that portion of the City. Much of the rest of Gig Harbor's coastline, south of the Harbor entrance, facing Dalco Passage is high bank with few homes near enough to the water to be affected. As modeling of the impacted areas improves in the future we will be able to determine an estimate of the potential damage to property within the City.

⁴ The threat of volcanic ashfall affects the entire Region 5, however some jurisdictions are specifically threatened by lahar flows directly from Mt. Rainier; an active volcano.

⁵ The entire jurisdiction is vulnerable to drought. There are three things that must be understood about the affect of drought on the jurisdiction: 1) Drought is a Region wide event. When it does affect Pierce County, it will affect every jurisdiction, 2) Drought will gradually develop over time. It is a gradually escalating emergency that may take from months to years to affect the jurisdiction. Initially lack of water may not even be noticed by the citizens. However, as the drought continues, its effects will be noticed by a continually expanding portion of the community until it is felt by all, and 3) Jurisdictions will be affected differently at different times as a drought develops. This will vary depending on the needs of the each local jurisdiction. Some examples are: jurisdictions that have industry that requires a continuous supply of a large quantity of water; others have agriculture that requires water, but may only require it at certain times of the year; and, some jurisdictions have a backup source of water while others do not.

⁶ The City of Gig Harbor while undergoing development still has areas of forested land that could develop into a wildland/urban interface fire. Further study is needed to determine the extent of the area that could be affected.

⁷ In the Impact to Property, Facilities and Infrastructure, both Tables 4-5a and 4-5b, look at the impact to all property, facilities and infrastructure existing in the jurisdiction, not just to that owned by the jurisdiction.

⁸ The consideration for each of these hazards, in both Tables 4-5a and 4-5b, as to whether an individual hazard's consequences exist, or not, is based on a possible worst case scenario. It must also be understood that a "yes" means that there is a good possibility that the consequence it refers to could happen as a result of the hazard, not that it will. Conversely "No" means that it is highly unlikely that that consequence will have a major impact, not that there will be no impact at all.

⁹ While the major volcanic hazard from Mt. Rainier is from a lahar descending the main river valleys surrounding the mountain, it is not the only problem. Most jurisdictions could receive tephra in greater or lesser amounts, sometimes with damaging results. Consequence analyses in this section take into account the possibility of tephra deposition in addition to a lahar.

Section 5

Mitigation Strategy Requirements

Mitigation Strategy---Requirement §201.6(c)(3):

The plan **shall** include a strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.

Local Hazard Mitigation Goals---Requirement §201.6(c)(3)(i):

[The hazard mitigation strategy **shall** include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

- Does the plan include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards?

Identification and Analysis of Mitigation Measures---Requirement §201.6(c)(3) (ii):

[The mitigation strategy **shall** include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

- Does the plan identify a **comprehensive range** of specific mitigation actions and projects for each hazard?
- Do the identified range of mitigation actions and projects address reducing the effects of hazards on **new** buildings and infrastructure?
- Do the identified range of mitigation actions and projects address reducing the effects of hazards on **existing** buildings and infrastructure?

Implementation of Mitigation Measures---Requirement: §201.6(c)(3) (iii):

[The mitigation strategy section **shall** include] an action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization **shall** include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

- Does the mitigation strategy include how the actions are **prioritized**?
- Does the mitigation strategy address how the actions will be **implemented and administered**?
- Does the prioritization process include an emphasis on the use of **cost-benefit review**?

SECTION 5

**REGION 5 HAZARD MITIGATION PLAN
CITY OF GIG HARBOR
MITIGATION STRATEGY SECTION**

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Table 5-1 City of Gig Harbor Mitigation Strategy Matrix

Implementation Mechanism	Mitigation Measure (Hazard(s)) ^{1, 2}	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
Startup	1. Existing Mitigation Actions (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	Ongoing	✓	✓	✓	✓	✓	✓
	2. Plan Maintenance (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	Ongoing	✓	✓	✓	✓	✓	✓
HMF	1. Pierce County Hazard Mitigation Forum (E,L,T,V,D,F,WUI,SW,MM)	PC DEM; Gig Harbor	Ongoing	✓	✓	✓	✓	✓	✓
City Government	1. Capability Identification and Evaluation (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	1-2	N/A					
	2. Response and Recovery Information Collection (E,L,T,V,D,F,WUI,SW,MM)	PCDEM, Gig Harbor, Regional Partners	1-2		✓	✓			✓
	3. Develop Specific Recovery Plans (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor with Chamber of Commerce	5	✓	✓	✓			✓
	4. Encourage and Support LIDAR Mapping Project (E,L,V,F,T)	PCDEM, PCIS, LIDAR Consortium and Gig Harbor	5	N/A					
	5. Preventative Maintenance: Warning and Response Equipment (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor and Regional Partners	1-2	✓	✓				
	6. Essential Records Protection (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	5		✓	✓			✓
	7. Develop an All-Hazard Mitigation Plan (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	5	N/A					
	8. Maintain Emergency Resources (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	Ongoing	✓	✓	✓	✓		✓
	9. Coordinate Hazard Mitigation Planning (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor and the HMPT	Ongoing	✓	✓	✓	✓	✓	✓
	10. Assist in Supplying NOAA Weather Radios to the Community (E,F,V,T, SW)	Gig Harbor and Gig Harbor Fire	5	✓		✓		✓	
	11. Complete a Vulnerable Population Assessment (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor with Regional Partners	1-2	✓		✓		✓	
	12. Continue Development of Long-Term Partnerships (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor with Regional Partners	Ongoing	✓	✓	✓		✓	
	13. Coordinate mitigation Measures with Neighboring Jurisdictions (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	1-2	✓		✓		✓	✓
	14. Develop Specific Disaster Response & Recovery Procedures for Local Senior Center (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	1-2	✓		✓		✓	

Implementation Mechanism	Mitigation Measure (Hazard(s)) ^{1, 2}	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
	15. Evacuation Plan Development for City (E,L,T,V,F,WUI,SW,MM)	Gig Harbor, PCDEM, Gig Harbor Police	1-2	✓		✓		✓	
	16. Form an Emergency Management Team (EMT) (E,L,T,V,F,WUI,SW,MM)	Gig Harbor	1-2	✓	✓	✓			
	17. Participate in Disaster Response Training (E,L,T,V,F,WUI,SW,MM)	Gig Harbor and Regional Partners	Ongoing	✓	✓	✓		✓	
	18. Establish Alert Systems for Vulnerable Populations (E,L,T,V,F,WUI,SW,MM)	Gig Harbor and Regional Partners	1-2	✓		✓			
	19. Establish Backup Communications Center (E,L,T,V,F,WUI,SW,MM)	Gig Harbor	5	✓	✓	✓			✓
	20. Establish Mobile Communication System (E,L,T,V,F,WUI,SW,MM)	Gig Harbor	5	✓	✓				✓
	21. Maintain Emergency Operations Center with 24 Hour Capability (E,L,T,V,D,F,WUI,SW,MM)	Gig Harbor	5	✓	✓	✓			
	22. Provide Equipment/Personnel for Storm and Debris Cleanup (E,L,T,V,F,WUI,SW,MM)	Gig Harbor - Public Works	5	✓	✓		✓		
	23. Review/Update the Local Emergency Operations Plan (E,L,T,V,F,WUI,SW,MM)	Gig Harbor	1-2	✓	✓	✓			
	24. Encourage Voluntary Water Conservation (D,WUI,SW,MM)	Gig Harbor	1-2	✓	✓				
	25. Establish Standards for Safe Residential Use of Gray Water (D,WUI,SW,MM)	Gig Harbor - Water Division	1-2	✓		✓	✓	✓	
	26. Evaluate Water Quantity and Quality from New Sources (D,WUI,SW,MM)	Gig Harbor - Water Division	5	✓	✓	✓			
	27. Improve Water Conservation and Conveyance Efficiencies (D,WUI,SW,MM)	Gig Harbor - Water Division	Ongoing	✓	✓				
	28. Study Effectiveness of Conservation Measures (D,WUI,SW,MM)	Gig Harbor - Water Division	Ongoing	✓	✓	✓			
	29. Support Legislation Requiring Water Agencies to Develop Contingency Plans (D,WUI,SW,MM)	Gig Harbor - Water Division	1-2	✓	✓	✓			
	30. Support Legislation to Protect and Manage Ground Water (D,WUI,SW,MM)	Gig Harbor - Water Division	1-2	✓	✓	✓	✓		

Implementation Mechanism	Mitigation Measure (Hazard(s)) ^{1, 2}	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
	31. Support Legislation to Protect In-Stream Flows (D, WUI, SW, MM)	Gig Harbor - Water Division	Ongoing	✓		✓	✓		
	32. Support Local Development of Conservation Programs (D, WUI, SW, MM)	Gig Harbor - Water Division	Ongoing	✓	✓	✓	✓		
	33. Work with Community-Based Organizations to Promote Public Participation in Conservation Programs (D, WUI, SW, MM)	Gig Harbor - Water Division	Ongoing	✓	✓	✓			
	34. Develop Criteria “Triggers” for Drought-Related Actions (D, WUI, SW, MM)	Gig Harbor - Water Division	1-2	✓	✓	✓			
	35. Establish New Data Collection Networks (D, WUI, SW, MM)	Gig Harbor	1-2	✓	✓	✓			
	36. Monitor Vulnerable Public Water Suppliers and Sources (D, WUI, SW, MM)	Gig Harbor - Water Division	Ongoing	✓	✓	✓			
	37. Develop a Seismic Evaluation Program: City Facilities and Shelters (E, L, T, V, F, WUI, SW, MM)	Gig Harbor - Buildings	1-2	✓		✓		✓	
	38. Develop and Encourage Earthquake Home Retrofit Program (E, SW, MM)	Gig Harbor - Buildings	1-2	✓		✓		✓	
	39. Develop Debris Disposal Sites (E, L, V, F, WUI, SW, MM)	Gig Harbor	1-2	✓	✓	✓			
	40. Encourage Emergency Supply Kits for Homes, Schools and Businesses (E, SW, MM)	Gig Harbor	Ongoing	✓		✓		✓	
	41. Encourage Seismic Retrofit of City Structures at Risk (E, SW, MM)	Gig Harbor - Buildings	5	✓	✓				
	42. Perform Earthquake Retrofit on Free-Standing Water Tanks and Reservoirs (E, SW, MM)	Gig Harbor - Water Division	5	✓	✓	✓			
	43. Flood Control and Response with Local Cities and Towns (F, SW, MM)	Gig Harbor	Ongoing	✓	✓	✓			
	44. Surface Water Reduction: Absorbent Building Material (F, SW, MM)	Gig Harbor - Buildings	5	✓		✓			
	45. Surface Water Reduction: Control Standards (F, SW, MM)	Gig Harbor	1-2	✓	✓	✓			
	46. Surface Water Reduction: Financial Incentives (F, SW, MM)	Gig Harbor	1-2	✓		✓		✓	
	47. Surface Water Reduction: Low Impact Developments (F, SW, MM)	Gig Harbor	1-2	✓		✓		✓	
	48. Sustain Transportation Routes: Road and Bridge Mitigation (E, L, V, F, WUI, SW, MM)	Gig Harbor	5	✓	✓	✓		✓	

Implementation Mechanism	Mitigation Measure (Hazard(s)) ^{1, 2}	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
	49. Establish Multi-Jurisdictional Partnerships to Reduce Stormwater Runoff (F,SW,MM)	Gig Harbor	5	✓	✓	✓			
	50. Discourage Construction in Landslide Areas (E,L,SW,MM)	Gig Harbor - Buildings/Council	1-2	✓				✓	
	51. Encourage Landslide Legislation and Policies that Support Effective Landslide Hazard Mitigation (E,L,SW,MM)	Gig Harbor	1-2	✓	✓	✓			
	52. Slope Stability Project (E,L,SW,MM)	Gig Harbor	1-2	✓		✓	✓		
	53. Hazard Avoidance through Appropriate Land-Use Practices (E,L,T,SW,MM)	Gig Harbor	Ongoing	✓		✓			
	54. Develop Recovery Plan for Power Failures in the City (E,L,T,V,F,WUI,SW,MM)	Gig Harbor with Regional Partners	1-2	✓	✓	✓		✓	
	55. Encourage and Support Pre-Planning for Area Shelters (E,L,T,V,F,WUI,SW,MM)	Gig Harbor, PCDEM	1-2	✓		✓		✓	
	56. Pre-Arrange for Removal of Heavy Snow Loads from Roofs in Danger of Collapse (L,SW,MM)	Gig Harbor with Regional Partners	1-2	✓	✓	✓		✓	
	57. Purchase and Install Backup Power Generators for Key City Facilities (E,L,T,V,F,WUI,SW,MM)	Gig Harbor	1-2	✓	✓				✓
	58. Support Buried Power Line Programs (E,L,V,WUI,SW,MM)	Gig Harbor	Ongoing	✓	✓	✓		✓	
	59. Adopt “Firewise” Communities Planning and Development and Hold Workshops on “Firewise” Program (WUI,SW,MM)	Gig Harbor with Regional Partners	1-2	✓	✓	✓		✓	✓
	60. Consider Mutual Aid and Memorandums of Understanding (MOU’s) with Surrounding Jurisdictions (E,L,T,V,F,WUI,SW,MM)	Gig Harbor with Regional Partners	Ongoing	✓	✓	✓		✓	
	61. Enforce Burn Bans and Other Burning Restrictions in the Community (WUI,SW,MM)	Gig Harbor with Gig Harbor Fire District	Ongoing	✓		✓		✓	
	62. Evaluate Access and Egress Issues, Gates, Bridges and Turnarounds (WUI,SW,MM)	Gig Harbor with Gig Harbor Fire District	Ongoing	✓	✓	✓		✓	
	63. Pre-Determine Level of Fire Suppression Needed and Pre-Plan for Areas of Highest Hazard or Potential (WUI,SW,MM)	Gig Harbor with Gig Harbor Fire District	1-2	✓	✓	✓		✓	
	64. Program to Reduce Ignitability of Structures and Plans to Remove Dead Vegetation and Potential Fuels in Hazard Zones (WUI,SW,MM)	Gig Harbor with Gig Harbor Fire District	Ongoing	✓	✓	✓		✓	

Implementation Mechanism	Mitigation Measure (Hazard(s)) ^{1, 2}	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
	65. Understand Local Activation Procedures for Special Task Forces (WUI,SW,MM)	Gig Harbor with PCDEM	1-2	✓	✓	✓			
	66. Work with the Insurance Industry to Provide Financial Incentives to Homeowner’s with Maintained Defensible Space (WUI,SW,MM)	Gig Harbor with Regional Partners	1-2	✓		✓		✓	
	67. Backup City Files and Records and Store in Alternate Location (E,L,T,V,F,WUI,SW,MM)	Gig Harbor	1-2		✓				
	68. Develop/Maintain Hazardous Materials Program (E,L,T,V,F,WUI,SW,MM)	Gig Harbor and Regional Partners	1-2	✓	✓	✓	✓		
	69. Develop and Maintain Security at Water Plants (MM)	Gig Harbor	1-2	✓	✓			✓	
	70. Support Community HAZMAT Agreements and Regional HAZMAT Teams (E,L,T,V,F,WUI,SW,MM)	Gig Harbor and Regional Partners	Ongoing	✓	✓	✓		✓	
	71. Enhance Response Plans for Biological/Chemical Terrorism (MM)	Gig Harbor with Regional Partners	1-2	✓	✓	✓		✓	
	72. Install Bulletproof Court and Magistrate Benches (MM)	Gig Harbor	5	✓	✓	✓			
	73. Place Law Enforcement Officers in Schools (MM)	Gig Harbor with Police and School District	5	✓		✓		✓	
	74. Provide Protective Systems or Equipment for Cyber or Physical Risks (E,SW,MM)	Gig Harbor	1-2	✓	✓				
	75. Redundancy/Duplication of Essential Personnel, Critical Systems, Equipment, Information, Operations and Materials (E,L,T,V,F,WUI,SW,MM)	Gig Harbor	1-2	✓	✓				
	76. Review Security of Critical and Potential Target Facilities (E,L,T,V,F,WUI,SW,MM)	Gig Harbor	1-2	✓	✓				
	77. Update All Anti-Virus Software (MM)	Gig Harbor	1-2	✓	✓				
Public Education	1. Establish “Good Neighbor” Programs for Winter Storms and Severe Weather (E,L,V,F,WUI,SW,MM)	Gig Harbor and PC DEM	1-2	✓		✓		✓	
	2. Educate Local Community Groups on Natural Hazards (E,L,T,V,F,WUI,SW,MM)	Gig Harbor	Ongoing	✓		✓		✓	
	3. Comprehensive Public Education Campaigns: Post Disaster (E,L,T,V,F,WUI,SW,MM)	Gig Harbor	Ongoing	✓		✓		✓	
	4. Provide PC NET Training (E,T,V,F,SW,MM)	PCDEM with Gig Harbor	1-2	✓	✓	✓		✓	
	5. Public Education Campaign, All Hazards	Gig Harbor with PC DEM and Regional Partners	Ongoing	✓		✓		✓	

Implementation Mechanism	Mitigation Measure (<i>Hazard(s)</i>) ^{1, 2}	Lead Jurisdiction(s) / Department(s)	Timeline (years)	Plan Goals					
				Life and Property	Operations Continuity	Partnerships	Natural Resources	Preparedness	Sustainable Economy
	6. Develop Public Education for Severe Storms and Wind Storms (<i>F,SW,MM</i>)	Gig Harbor	1-2	✓		✓		✓	
	7. Develop Public Education: Bus Driver Evacuation Training Program (<i>E,L,T,V,F,WUI,SW,MM</i>)	Gig Harbor with Peninsula School District and Pierce Transit	1-2	✓		✓		✓	
	8. Develop Public Education for Volcanic Ashfall (<i>V,SW,MM</i>)	Gig Harbor	1-2	✓	✓	✓		✓	
	9. Develop Educational Materials Regarding Wildland Fire Safe Practices (<i>WUI,SW,MM</i>)	Gig Harbor	1-2	✓	✓	✓	✓	✓	
	10. Educate Developers and Builders on Wildfire Hazards and Safe Building Practices (<i>WUI,SW,MM</i>)	Gig Harbor with Regional Partners	1-2	✓		✓			

Startup Mitigation Measures

Existing Mitigation Actions

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will continue to implement existing programs, policies, and regulations as identified in the Capability Identification Section of this Plan. This includes such actions as updating the Critical Area Regulations and any ensuing land use policies with best available science. It also includes continuing those programs that are identified as technical capabilities.

1. **Goal(s) Addressed** = Protect Life and Property; Promote A Sustainable Economy; Ensure Continuity of Operations; Increase Public Preparedness for Disasters; Preserve or Restore Natural Resources; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be accomplished with local budgets or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City-Wide
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Plan Maintenance

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will adopt those processes outlined in the Plan Maintenance Section of this Plan.

1. **Goal(s) Addressed** = Protect Life and Property; Promote A Sustainable Economy; Ensure Continuity of Operations; Increase Public Preparedness for Disasters; Preserve or Restore Natural Resources; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City-Wide
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Hazard Mitigation Forum

Pierce County Hazard Mitigation Forum

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will work in conjunction with the County through the Pierce County Hazard Mitigation Forum (HMF). The Forum will continue as a means of coordinating mitigation planning efforts among all jurisdictions within the County that have completed a mitigation plan. This ensures efficient use of resources and a more cooperative approach to making a disaster resistant county. The HMF meets annually; every October. This is addressed in the Plan Maintenance Section of this Plan.

1. **Goal(s) Addressed** = Protect Life and Property; Promote A Sustainable Economy; Ensure Continuity Of Operations; Increase Public Preparedness for Disasters; Preserve or Restore Natural Resources; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = Minor
3. **Funding Source and Situation** = Funding could be obtained through local budget.
4. **Lead Jurisdiction(s)** = PC DEM; City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = Regional
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

City Government Mitigation Measures

Capability Identification and Evaluation

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will develop a consistent and replicable system for evaluating the City's capabilities. A comprehensive evaluation will lead to specific policy recommendations to more effectively achieve disaster resistant communities. Further, a capability evaluation involves measurable variables so that capabilities may eventually be tracked in conjunction with the implementation of all mitigation measures. This is a key component in evaluating the success of the City's overall mitigation strategy.

1. **Goal(s) Addressed** = N/A. Goals addressed are contingent upon the mitigation measures resulting from this priority.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City-Wide
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Response and Recovery Information Collection

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will work in conjunction with the County to establish Memoranda of Understanding (MOUs) with departments and agencies engaged in response and recovery activities to share information in a standardized database. This will establish a framework for cataloguing recovery data and better quantifying vulnerability for mitigation purposes. This could be accomplished through GIS programs.

1. **Goal(s) Addressed** = Promote A Sustainable Economy; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget
4. **Lead Jurisdiction(s)** = PC DEM, Gig Harbor (Public Works, Fire) PC PWU, PC GIS, PC Sheriff, American Red Cross and Tacoma Pierce Health Department
5. **Timeline** = Short-term
6. **Benefit** = City of Gig Harbor and Regional Partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Specific Recovery Plans

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will develop a comprehensive Disaster Recovery Plan. This will be a pre-event plan for post-disaster recovery and reconstruction, composed of policies, plans, actions and responsibilities. It will include an element of business resumption and long-term economic sustainability. There will be an emphasis on the transition of recovery to mitigation and the synergy of these two phases of emergency management.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Promote a Sustainable Economy.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = PDM and Economic Development Administration (US Chamber of Commerce) grants. Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Chamber of Commerce
5. **Timeline** = Long-term
6. **Benefit** = City of Gig Harbor and Regional Partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Encourage and Support LIDAR Mapping Project

Hazards: E, L, T, V, F

The County will incorporate the findings of the LIDAR (Light Detection and Ranging) mapping project into its vulnerability assessment. The City of Gig Harbor will support the Puget Sound LIDAR Consortium's mapping of the Puget Sound region. LIDAR improves the accuracy of topographical maps dramatically and in other areas has revealed the existence of previously unknown fault scarps on the Kitsap Peninsula. LIDAR mapping can effectively reveal the existence of similar hazards in Pierce County, or conversely, help confirm that they are not present, improving the jurisdiction's ability to assess geologic hazards for land use management and emergency management purposes.

1. **Goal(s) Addressed** = N/A – Goals addressed are contingent upon the area-specific mitigation measures resulting from this priority.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budgets or grants.
4. **Lead Jurisdiction(s)** = Pierce County DEM, PC IS (GIS), LIDAR Consortium and City of Gig Harbor
5. **Timeline** = Long-Term
6. **Benefit** = County wide and Regional Partners
7. **Life of Measure** = Contingent upon best available science and technology
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Preventative Maintenance: Warning and Response Equipment

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will develop a plan to ensure the proper functioning of disaster warning and response equipment used, owned, or stored by the City. This will ensure that the necessary resources used in response activities are properly functioning in the event that they are needed.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor and Regional Partners (Public Works and Utilities)
5. **Timeline** = Short-term
6. **Benefit** = City of Gig Harbor and other Regional Partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Essential Records Protection

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will ensure that all essential records are protected and/or provided with safe back-up. This will be accomplished by developing an essential records protection schedule and a records disaster prevention, response, and recovery procedures.

1. **Goal(s) Addressed** = Promote A Sustainable Economy; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-term
6. **Benefit** = City of Gig Harbor, Regional Partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop an All-Hazard Mitigation Plan

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will expand this Natural Hazard Mitigation Plan into an All-Hazard Mitigation Plan. This plan provides a template for mitigating disasters on both a jurisdiction-wide level and a critical facility level. It was designed to consolidate a great deal of information into easy to understand profiles of hazards and critical facilities. Combining it with man made hazards and terrorism threat assessments will result in a more complete analysis of the City's vulnerabilities and mitigation strategies. In doing so, duplications of mitigation measures can be reduced and a more comprehensive prioritization of projects be achieved. Consolidating this information into one document will allow decision makers and those involved in emergency management to better coordinate resources and eliminate duplication in efforts to reduce vulnerabilities and respond to and recover from disasters. The all-hazard mitigation plan represents an essential goal in the efforts at all levels of government to achieve a more coordinated system that is able to adapt to the changing threats and vulnerabilities of our time.

1. **Goal(s) Addressed** = N/A – Goals addressed are contingent upon the mitigation measures resulting from this priority.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-Term
6. **Benefit** = City of Gig Harbor and Regional Partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Maintain Emergency Resources

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The City will maintain the resources needed to respond to emergency situations. This includes the following:

- Continue implementation of the Gig Harbor Comprehensive Emergency Management Plan so that the staff, equipment, communication tools, technology, materials, and contractors needed to respond to emergency events effectively are prepared.
 - Continue to update emergency evaluation/hot spot areas.
 - Continue to coordinate with other local, state, and federal agencies to review and update emergency response efforts.
1. **Goal(s) Addressed** = Protect Life and Property; Promote A Sustainable Economy; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Preserve or Restore Natural Resources.
 2. **Cost of Measure** = TBD
 3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
 4. **Lead Jurisdiction(s)** = City of Gig Harbor
 5. **Timeline** = Ongoing
 6. **Benefit** = City of Gig Harbor, Regional Partners
 7. **Life of Measure** = TBD
 8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Coordinate Hazard Mitigation Planning

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The City will maintain the Hazard Mitigation Planning Team (HMPT) as a body to function as a means of coordinating, evaluating and updating mitigation planning efforts among departments with mitigation capabilities. This will ensure efficient use of resources and a more cooperative approach to making a disaster resistant community. The HMPT will address mitigation issues that might be included in the normal budgetary process. Converging yearly with the normal budgetary processes it will consider specific mitigation issues.

1. **Goal(s) Addressed** = Protect Life and Property; Promote A Sustainable Economy; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Preserve or Restore Natural Resources; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor and the HMPT
5. **Timeline** = Ongoing
6. **Benefit** = Community wide and Regional Partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Assist in Supplying NOAA Weather Radios to the Community

Hazards: E, T, V, F, SW¹

In Pierce County, NOAA Weather Radios are now being used as the main delivery mechanisms for hazard warning information to the public. The hazard warning information can range from severe storms to volcanic lahars. This measure would develop a program to assist in distributing NOAA Weather Radios to the citizens of Gig Harbor.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = \$50 per radio
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor and Gig Harbor Fire
5. **Timeline** = Long-term
6. **Benefit** = City and citizens, first responders, regional partners
7. **Life of Measure** = 10 years
8. **Community Reaction** = the proposal would be endorsed by the entire community.

Complete a Vulnerable Population Assessment

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

Gig Harbor will work with Pierce County and other regional partners to identify locations of vulnerable populations, i.e., elderly, disabled and other populations. Gig Harbor will maintain a list of residents with special needs so that these vulnerabilities may be addressed and potentially reduced in disaster situations.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = Staff time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budgets or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and Residents, Special Populations, Regional Partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Continue Development of Long-Term Partnerships

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The City of Gig Harbor has developed crucial and supportive partnerships with many neighboring jurisdictions, including Pierce County DEM, Pierce County PALS, Pierce County Public Works and Utilities, Gig Harbor Fire and Medic One, Key Peninsula Fire District, Peninsula School District and many others. The measure would involve a continued development of these partnerships and would provide a more sustainable and effective approach to mitigation planning.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Coordinate Mitigation Measures with Neighboring Jurisdictions

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The measure would attempt to coordinate mitigation measures with other neighboring jurisdictions which would allow for a more sustainable and effective approach to mitigation planning in Pierce County. As a member of the Pierce County Hazard Mitigation Forum (PCHMF), measures put forth in the Region 5 Hazard Mitigation Plan.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters; Promote A Sustainable Economy.
2. **Cost of Measure** = Minimal
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, businesses, schools, regional partners
7. **Life of Measure** = Varies
8. **Community Reaction** = the proposal would be endorsed by the entire community.

Develop Specific Disaster Response and Recovery Procedures for Local Senior Center

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The City will develop response and recovery procedures that speak to the specific needs of the population served by the local Senior Center.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = Staff time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budgets or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and citizens, senior citizens, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Evacuation Plan Development for City

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will work with Pierce County and local Police to develop evacuation plans for neighborhoods in the City. The increasing population has led to strains on the various transportation routes. Should any portion of this area need evacuating, the process will pose many challenges. With proper planning and education, many of the challenges can be avoided.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = Time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor, PCDEM and Gig Harbor Police
5. **Timeline** = Short-term
6. **Benefit** = City and residents, businesses, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Form an Emergency Management Team (EMT)

Hazards: E, L, T, V, F, WUI, SW¹, MM²

City of Gig Harbor will establish an Emergency Management Team (EMT). The EMT will function as a means of coordinating, evaluating and updating mitigation planning efforts. This will ensure efficient use of resources and a more cooperative approach to making a disaster resistant City. The EMT will meet annually to converge with the normal budgetary process. This is addressed in the Plan Maintenance Section of this Plan.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = Minimal
3. **Funding Source and Situation** = Funding could be obtained through local budget.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents; community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Participate in Disaster Response Training

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will build on its existing emergency/disaster response training and will coordinate drills and trainings with other local jurisdictions. This will help ensure that first responders, government employees, teachers and students know what to do and how to act during times of emergency/disaster.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = Staff time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, first responders, schools and businesses, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Establish Alert Systems for Vulnerable Populations

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Establish special alert systems or a means to notify vulnerable populations in times of danger.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = Time and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and vulnerable populations, citizens and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Establish Backup Communications Center

Hazards: E, L, T, V, F, WUI, SW¹, MM²

In the event of damage to the primary communications center for the City, Gig Harbor would like to develop a secondary, backup communications center.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Promote a Sustainable Economy.
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budgets and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-Term
6. **Benefit** = City and citizens, first responders and regional partners
7. **Life of Measure** = 10 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Establish Mobile Communication System

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Establish mobile communication system for the City of Gig Harbor.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Promote a Sustainable Economy.
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budgets and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-Term
6. **Benefit** = City and citizens, first responders and regional partners
7. **Life of Measure** = 10 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Maintain Emergency Operations Center with 24-hour Capability

Hazards: E, L, T, V, D, F, WUI, SW¹, MM²

The City of Gig Harbor has an Emergency Operations Center in coordination with other emergency services in the City. With staffing and training it would be able to maintain operations 24-7 in the event of an emergency or disaster.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-term
6. **Benefit** = City and residents, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Provide Equipment/Personnel for Storm and Debris Cleanup

Hazards: E, L, T, V, F, WUI, SW¹, MM²

After any major wind storm or severe storm of any kind, there is always an abundance of debris left behind. The City would like to develop a good program and purchase specific equipment to aid in the cleanup process after an event. This would also be useful in the event of flood debris, landslides and volcanic ash.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Protect and Restore the Natural Environment.
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budgets and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Public Works
5. **Timeline** = Long-Term
6. **Benefit** = City and citizens, first responders and regional partners
7. **Life of Measure** = 20 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Review/Update the Local Emergency Operations Plan

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City has an Emergency Operations Plan but it needs to be reviewed and probably will need to be updated. It is our intention to do this at the earliest possible date.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = Staff time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, first responders, citizens and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal would be endorsed by the entire community.

Encourage Voluntary Water Conservation

Hazards: D, WUI, SW¹, MM²

The City of Gig Harbor will educate and encourage water conservation in the City in an effort to avoid drought and to be able to provide services in times of need.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations.
2. **Cost of Measure** = Staff time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, first responders, citizens and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal would be endorsed by the entire community.

Establish Standards for Safe Residential Use of Gray Water

Hazards: D, WUI, SW¹, MM²

The City will encourage the use of “gray water” in times of drought and water shortage situations and will work to produce information to distribute to the public on this subject.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Preserve or Restore Natural Resources; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = Time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Short-term
6. **Benefit** = City and residents, first responders, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Evaluate Water Quantity and Quality from New Sources

Hazards: D, WUI, SW¹, MM²

The City of Gig Harbor will evaluate new sources of potential water supply for the City and its citizens that are safe, plentiful and reasonable to use.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Long-term
6. **Benefit** = City and residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Improve Water Conservation and Conveyance Efficiencies

Hazards: D, WUI, SW¹, MM²

The City will develop a plan to improve water conservation and improve the efficiency of distribution.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Study Effectiveness of Conservation Measures

Hazards: D, WUI, SW¹, MM²

The City will perform a study to determine the effectiveness of existing conservation measures and review potential conservation measures that may be implemented in the future.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Legislation Requiring Water Agencies to Develop Contingency Plans

Hazards: D, WUI, SW¹, MM²

The City believes it is imperative that water providers should have legal requirements to provide service to customers under disaster situations by having comprehensive continuity of business plans in place.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Short-term
6. **Benefit** = City and citizens, community, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Legislation to Protect and Manage Ground Water

Hazards: D, WUI, SW¹, MM²

The City will continue to support legislation to protect and manage ground water.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Protect and Restore the Natural Environment.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Legislation to Protect In-Stream Flows

Hazards: D, WUI, SW¹, MM²

The City will continue to support legislation to protect in-stream flows.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Protect and Restore the Natural Environment.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Local Development of Conservation Programs

Hazards: D, WUI, SW¹, MM²

The City supports local development of water conservation programs throughout the community and with local water purveyors.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Protect and Restore the Natural Environment.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, community, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Work with Community-Based Organizations to Promote Public Participation in Conservation Programs

Hazards: D, WUI, SW¹, MM²

The City will work with various community-based organizations to promote the public participation in water and other types of conservation programs that protect natural resources.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Criteria “Triggers” for Drought-Related Actions

Hazards: D, WUI, SW¹, MM²

The City will be proactive in working with local water purveyors to determine those “triggers” for drought conditions that should raise awareness and determine corrective measures and response actions.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Establish New Data Collection Networks

Hazards: D, WUI, SW¹, MM²

The City would like to establish new data collection networks for specific information on which to base decisions going forward.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Monitor Vulnerable Public Water Suppliers and Sources

Hazards: D, WUI, SW¹, MM²

The City will regularly monitor vulnerable public water supplies and sources.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop a Seismic Evaluation Program: City Facilities and Shelters

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will develop and promote a seismic evaluation program for all critical city facilities and for City shelters to ensure availability in times of disaster.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Buildings
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents and community, regional partners
7. **Life of Measure** = 5 years per study
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop and Encourage Earthquake Home Retrofit Program

Hazards: E, SW¹, MM²

The County Buildings Department has a plan set adopted from Seattle to guide homeowners in the seismic retrofit of their homes. This program, created for homes constructed under older building codes when tie-downs were not required, is available to any homeowner who wants to connect his or her house to the foundation. The City Building Department will make information available concerning the program and regarding engineers and contractors that will evaluate and/or provide retrofit services for residents of older homes in the City. The City will also schedule a workshop on the retrofit program for the public.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Buildings
5. **Timeline** = Short term
6. **Benefit** = City and residents, first responders, community and regional partners
7. **Life of Measure** = 25 years for retrofit structures
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Debris Disposal Sites

Hazards: E, L, V, F, WUI, SW¹, MM²

Many types of disasters create large quantities of debris that must be properly disposed of. Earthquakes and floods can leave behind entire structures that are destroyed and must be demolished and removed. For a large disaster much of this debris will need to be moved to temporary collection sites prior to final disposal. The City will identify one or more temporary locations for such debris removal.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, businesses, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Encourage Emergency Supply Kits for Homes, Schools and Businesses

Hazards: E, SW¹, MM²

The City supports and promotes emergency supply kits for all residents, schools and businesses in the City and offers information on how to create a kit and other preparedness information.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = Time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, schools and businesses, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Encourage Seismic Retrofit of City Structures at Risk

Hazards: E, SW¹, MM²

The City would like to perform a seismic study of city owned facilities and determine those that are at risk for earthquake damage. Once the study is completed, the City would like to seek funding to seismically retrofit at risk structures and bring them up to current codes.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations.
2. **Cost of Measure** = Cost of study, engineering and construction
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Buildings
5. **Timeline** = Long-term
6. **Benefit** = City and staff, residents and community, regional partners
7. **Life of Measure** = 5 years for study, 50 years for retrofit
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Perform Earthquake Retrofit on Free-Standing Water Tanks and Reservoirs

Hazards: E, SW¹, MM²

Free-standing water tanks and reservoirs do not perform well in earthquakes. They will benefit a great deal from earthquake clips and specific engineered solutions to keep them in place during times of severe ground movement. The City would like to seek funding to seismically retrofit existing water tanks and reservoirs that are at risk.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Water Division
5. **Timeline** = Long-term
6. **Benefit** = City and staff, residents and community, first responders and regional partners
7. **Life of Measure** = 25 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Flood Control and Response with Local Cities and Towns

Hazards: F, SW¹, MM²

The City of Gig Harbor will coordinate and work with other local jurisdictions to be proactive regarding flood control and response.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, community and residents, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Surface Water Reduction: Absorbent Building Material

Hazards: F, SW¹, MM²

The City will assess the long-term cost-benefit of standard use of absorbent building material in place of traditional concrete for sidewalks, parking lots, etc. For example, Perco-Crete can absorb at least 13 inches of water per hour—up to 18 percent of its mass—before letting water pass through.³ Perco-Crete also differs from porous concrete because water passes through Perco-Crete only after saturating it. The Cities of Olympia and Everett have tested this product.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Buildings
5. **Timeline** = Long-term
6. **Benefit** = City and staff, residents, contractors, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Surface Water Reduction: Control Standards

Hazards: F, SW¹, MM²

The City will adopt stricter stormwater control standards for new developments. This will help reduce peak flow impacts commonly associated with increased impervious cover.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Surface Water Reduction: Financial Incentives

Hazards: F, SW¹, MM²

The City will offer financial incentives in the form of stormwater utility fee credits to businesses that voluntarily reduce their stormwater impacts. This will help to reduce peak flow impacts commonly associated with increased impervious cover.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents and community, businesses, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Surface Water Reduction: Low Impact Developments

Hazards: F, SW¹, MM²

The City will develop and implement Low-Impact Development Standards, and will encourage Low-Impact Development through model projects. This will help to reduce peak flow impacts commonly associated with increased impervious cover.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Sustain Transportation Routes: Road and Bridge Mitigation

Hazards: E, L, V, F, WUI, SW¹, MM²

The City will adopt construction guidelines which will reduce the potential failure of key bridges and transportation routes. Projects will follow a prioritization of high risk routes or features for replacement or retrofit. This will focus on long-term closure of key bridges and transportation routes due to flooding.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-term
6. **Benefit** = City and residents, community, first responders, regional partners
7. **Life of Measure** = 25 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Establish Multi-Jurisdictional Partnerships to Reduce Stormwater Runoff

Hazards: F, SW¹, MM²

Working together with other local jurisdictions, the City can establish partnerships and cooperation to adopt regulations and reduce stormwater runoff in the community.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-term
6. **Benefit** = City and staff, residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Discourage Construction in Landslide Areas

Hazards: E, L, SW¹, MM²

The City will conduct a review, with the intent to further discourage community development in areas of known landslide hazards, of the City's land use regulations.

1. **Goal(s) Addressed** = Protect Life and Property; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor - Buildings/Council
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Encourage Landslide Legislation and Policies that Support Effective Landslide Hazard Mitigation

Hazards: E, L, SW¹, MM²

The City will encourage landslide legislation on both the local and state levels and promote policies that support effective landslide hazard mitigation.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Slope Stability Project

Hazards: E, L, SW¹, MM²

The City will encourage slope stability projects to prevent erosion and landslides. A key component is to utilize trees and shrubs on slopes to assist in anchoring the slope surfaces to the underlying soils. Gig Harbor will encourage slope stability utilizing tree and shrub planting.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Protect and Restore the Natural Environment.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Hazard Avoidance through Appropriate Land-Use Practices

Hazards: E, L, T, SW¹, MM²

The City of Gig harbor has in the past and continues to promote specific land-use practices to avoid hazards and building in hazardous areas.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and residents, first responders, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Recovery Plan for Power Failures in the City

Hazards: E, L, T, V, F, WUI, SW¹, MM²

As part of overall Operational Planning, develop recovery plans for the aftermath of a major area-wide power failure.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents, community, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Encourage and Support Pre-Planning for Area Shelters

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Working with regional partners and Pierce County DEM, plan for and support local area shelters to be opened on short notice in the event of a disaster requiring any kind of evacuation or relocation for residents.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Pierce County DEM
5. **Timeline** = Short-term
6. **Benefit** = City and residents, community, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Pre-Arrange for Removal of Heavy Snow Loads from Roofs in Danger of Collapse

Hazards: L, SW¹, MM²

Western Washington does not normally get heavy snow on an annual basis, but older buildings are often not able to withstand heavy snow loads on the roof when the occasional storm hits. It is prudent to pre-plan for removal of heavy snow from city facilities, and also to know of contractors in the event residents, marinas, etc. need assistance.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and citizens, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Purchase and Install Backup Power Generators for Key City Facilities

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Almost any disaster can cause power failures and shut down business if a generator is not available. The City would intend to purchase and install power generators for key city facilities to remain operational in times of power failures.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Promote a Sustainable Economy.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, residents, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Buried Power Line Programs

Hazards: E, L, V, WUI, SW¹, MM²

The City of Gig Harbor supports buried power lines to eliminate some of the potential power failures during times of high wind, slides, and other severe situations. Although it is expensive to bury lines, it is often offset by the stability and reliability of power. Most power companies have programs to encourage buried lines in new areas.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, residents, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Adopt "Firewise" Communities Planning and Development and Hold Workshops on "Firewise" Program

Hazards: WUI, SW¹, MM²

The City would like to obtain materials on the "Firewise" Community planning program and initiate a program in the community for employees and citizens.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters; Promote and Restore the Natural Environment.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Mutual Aid and Memorandums of Understanding (MOU's) with Surrounding Jurisdictions

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Develop and maintain Mutual Aid agreements and MOU's with surrounding jurisdictions and other outside agencies that could be of help in times of disaster.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Enforce Burn Bans and Other Burning Restrictions in the Community

Hazards: WUI, SW¹, MM²

The City has the authority and will continue to enforce burn bans and discourage burning under dry conditions that could prove hazardous or dangerous.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Gig Harbor Fire District
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, first responders, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Evaluate Access and Egress Issues, Gates, Bridges and Turnarounds

Hazards: WUI, SW¹, MM²

The City has an ongoing program of evaluating new construction to provide ample space for emergency vehicles to turn around, gain access and egress from a community and clear necessary gates, bridges and overpasses. This is important not only for existing infrastructure but particularly in new construction.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Gig Harbor Fire District
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, first responders, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Pre-Determine Level of Fire Suppression Needed and Pre-Plan for Areas of Highest Hazard or Potential

Hazards: WUI, SW¹, MM²

The City will pre-determine the level of fire suppression that will likely be needed for a given area as well as pre-planning for areas of highest hazard.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Gig Harbor Fire District
5. **Timeline** = Short-term
6. **Benefit** = City and staff, first responders, residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Program to Reduce Ignitability of Structures and Plans to Remove Dead Vegetation and Potential Fuels in Hazard Zones

Hazards: WUI, SW¹, MM²

Good outdoor housekeeping is imperative in areas where wildland fire can get started. The City will continue to look at ways to reduce potential fuels and make city infrastructure more fire resistant.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Gig Harbor Fire District
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, first responders, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Understand Local Activation Procedures for Special Task Forces

Hazards: WUI, SW¹, MM²

The City will investigate and determine procedures for activation of the special task forces that fight wildland fires and train appropriate personnel on activation procedures.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Pierce County DEM
5. **Timeline** = Short-term
6. **Benefit** = City and residents, first responders, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Work with the Insurance Industry to Provide Financial Incentives to Homeowner's with Maintained Defensible Space

Hazards: WUI, SW¹, MM²

When dealing with wildland/urban interface fires, defensible space for homes and the City facilities is critical. While many homes located in wooded areas have a maintained defensible space around the perimeter of the home the City would like to see even more of that done. In order to facilitate this, the City proposes to work with area insurance companies to gain incentives for those citizens who take the time and trouble to protect their properties from wildland fires.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and residents, first responders, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Backup City Files and Records and Store in Alternate Location

Hazards: E, L, T, V, F, WUI, SW¹, MM²

In the event of any disaster situation, it is imperative that the City be able to recover important records and documentation in order to maintain continuity of government. In order to do this the City will first require regular backing up of files for all departments and second designate an off site location for the storage of departments' back up files.

1. **Goal(s) Addressed** = Ensure Continuity of Operations.
2. **Cost of Measure** = Cost of duplication, transportation and storage fees
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop/Maintain Hazardous Materials Program

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Any situation can be made worse by the presence of hazardous materials. It is imperative the City know critical facilities that contain hazardous materials, inventories of what those materials are and information on how to deal with them in various situations. Part of this program will be to maintain a presence on the Local Emergency Planning Committee (LEPC), and routinely access the Pierce County Portal to identify those facilities with large enough quantities of hazardous materials to adversely impact Gig Harbor.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Protect and Restore the Natural Environment.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor and Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and citizens, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop and Maintain Security at Water Plants

Hazards: MM²

This measure would develop and maintain security at important water facilities to prevent or limit acts of terrorism at those locations. It is important to ensure that access to water resources that serve the community are limited.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = Time and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and citizens, regional partners
7. **Life of Measure** = 5-10 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Support Community HAZMAT Agreements and Regional HAZMAT Teams

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will encourage communities to join in HAZMAT Regional Agreements and to support local and regional HAZMAT teams for response and recovery efforts.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = Time and Materials, special equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Ongoing
6. **Benefit** = City and staff, community and residents, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Enhance Response Plans for Biological/Chemical Terrorism

Hazards: MM²

The City will work to enhance existing response plans and support those agencies that respond to biological/chemical acts of terrorism. This will also strengthen response and recovery efforts in accidental spills and other types of chemical issues.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, first responders and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Install Bulletproof Court and Magistrate Benches

Hazards: MM²

The City would encourage the installation of bulletproof court and magistrate benches to protect the administrators of the judicial system in Gig Harbor from acts of violence or terrorism.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Long-term
6. **Benefit** = City and staff, judicial system, community and regional partners
7. **Life of Measure** = 5-10 years
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Place Law Enforcement Officers in Schools

Hazards: MM²

In the aftermath of Columbine and other school related shootings and violence the City of Gig Harbor feels it is necessary to increase school security. One method of doing this that the City would support is the placing of law enforcement officers in the schools. This should serve as a security presence and a deterrent to those thinking about committing violent acts or terrorism in schools.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = Staff time and officer time
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Police and School District
5. **Timeline** = Long-term
6. **Benefit** = City and residents, school district and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Provide Protective Systems or Equipment for Cyber or Physical Risks

Hazards: E, SW¹, MM²

The City will provide protective systems and special equipment to prevent cyber or physical attacks on City computer systems.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations.
2. **Cost of Measure** = Time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = 10 years for special equipment
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Redundancy/Duplication of Essential Personnel, Critical Systems, Equipment, Information, Operations and Materials

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City recognizes the need for cross-training, backup of critical records and redundancy in critical equipment and hopes to put a program in place to cover these needs.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations.
2. **Cost of Measure** = Staff time, materials and equipment
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Review Security of Critical and Potential Target Facilities

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will review security measures to ensure that all critical facilities and those that could be potential targets for terrorism or other types of criminal activities are secure and have proper protective equipment to prevent tampering or break in.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Update All Anti-Virus Software

Hazards: MM²

The City will support and encourage updating of all anti-virus software on City computer systems and those systems that interface with City computer systems.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations.
2. **Cost of Measure** = Software costs and labor
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Public Education Mitigation Measures

Establish "Good Neighbor" Programs for Winter Storms and Severe Weather

Hazards: E, L, V, F, WUI, SW¹, MM²

Educate homeowners on the necessity of knowing your neighbors and knowing who may need assistance during winter cold and storms. As part of this encourage neighbors to check on each other during these times of severe cold and storms; especially vulnerable populations and those who may become isolated.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
 2. **Cost of Measure** = TBD
 3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
 4. **Lead Jurisdiction(s)** = City of Gig Harbor and PC DEM
 5. **Timeline** = Short-term
 6. **Benefit** = City and staff, residents, community and regional partners
 7. **Life of Measure** = Perpetual
 8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.
-

Educate Local Community Groups on Natural Hazards

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The measure builds on an existing foundation of presentations on natural hazards to schools and at local annual community events. The goal is to expand this to elderly groups, business groups, church groups, Boy Scouts and others.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = Time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal would be endorsed by the entire community.

Comprehensive Public Education Campaigns: Post Disaster

Hazards: E, L, T, V, F, WUI, SW¹, MM²

Post disaster recovery plans include actions to be taken immediately after a disaster (within 24 hours), mid-term and long term. For example, following a flood, measures need to be taken to avoid the growth of toxic molds. The City will incorporate post-disaster public education campaigns into its disaster recovery plan. These campaigns will speak specifically to the previously occurring disaster, and will focus on at-risk and affected areas. These campaigns will work in conjunction with the FEMA post-disaster public education efforts to ensure that local needs and issues are addressed.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = Staff time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Provide PC NET Training

Hazards: E, T, V, F, SW¹, MM²

City of Gig Harbor will continue to support Pierce County's PC NET program in the City. PC NET is a neighborhood-oriented approach to emergency preparedness. Based on the belief that the most effective way to protect neighborhoods and to prepare for a major disaster must be locally based, it organizes neighborhoods into a variety of disaster response teams, each with a one-page checklist outlining their tasks. No special skills or equipment are needed and only a minimal time commitment is required. Individuals are trained to mutually assist each other to render aid, save lives and protect property. It reinforces 72 hours of individual preparedness.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters; Promote a Sustainable Economy.
2. **Cost of Measure** = Time and materials
3. **Funding Source and Situation** = Funding could be obtained through local budget or grants.
4. **Lead Jurisdiction(s)** = Pierce County DEM with City of Gig Harbor
5. **Timeline** = Ongoing
6. **Benefit** = City and citizens, first responders, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Public Education Campaign, All Hazards

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will continue to deliver public education campaigns many times throughout the year to audiences ranging from preschoolers to senior citizens, on topics from appropriate use of 911 to organizing communities for disaster response (PCNET). In general these programs focus on preparing citizens to prepare for and respond to disasters. Such programs are critical to reminding the public of the natural hazards in and around Gig Harbor, and of the necessity of having on hand the supplies and materials to survive independently for a minimum of 72 hours. These programs will be continued and expanded.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
 2. **Cost of Measure** = Time and materials
 3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
 4. **Lead Jurisdiction(s)** = City of Gig Harbor with PC DEM and Regional Partners
 5. **Timeline** = Ongoing
 6. **Benefit** = City and citizens, community and business, regional partners
 7. **Life of Measure** = Perpetual
 8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.
-

Develop Public Education for Severe Storms and Wind Storms

Hazards: F, SW¹, MM²

The windstorm of December 2006 was a wake up call for many people in the Peninsula area. As a result the City of Gig Harbor will develop and distribute specific information for the public regarding the types and intensity of storms that are likely to affect the area.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Public Education: Bus Driver Evacuation Training Program

Hazards: E, L, T, V, F, WUI, SW¹, MM²

The City will develop a training program to provide a quick method of evacuating schools and transporting the children to safer locations. This program can also be further developed with public transportation and utilizing public buses in time of need to evacuate those people in harms way.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Peninsula School District and Pierce Transit
5. **Timeline** = Short-term
6. **Benefit** = City and staff, students, residents of community and regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Public Education for Volcanic Ashfall

Hazards: V, SW¹, MM²

Because we live in a volcano zone, it is important to educate the public on what to expect and how to react in the event of a volcanic eruption such as experienced in the past. One of the most damaging aspects of a volcano is the volcanic ash or tephra that can blanket the entire area causing roofs to collapse, respiratory problems in people and animals, and equipment damage. The City will develop a program to inform the public about this specific hazard.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Develop Educational Materials Regarding Wildland Fire Safe Practices

Hazards: WUI, SW¹, MM²

In conjunction with local fire departments, Department of Natural Resources and other agencies, develop educational materials to teach citizens about the dangers of wildland fire and how to be proactive in defending their homes through fire safe landscaping practices and defensible space rules.

1. **Goal(s) Addressed** = Protect Life and Property; Ensure Continuity of Operations; Establish and Strengthen Partnerships for Implementation; Increase Public Preparedness for Disasters; Protect and Restore the Natural Environment.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Educate Developers and Builders on Wildfire Hazards and Safe Building Practices

Hazards: WUI, SW¹, MM²

Provide educational materials to developers and construction companies building in the community regarding the wildfire threat and safe building practices to avoid this hazard.

1. **Goal(s) Addressed** = Protect Life and Property; Establish and Strengthen Partnerships for Implementation.
2. **Cost of Measure** = TBD
3. **Funding Source and Situation** = Funding could be obtained through local budget and grants.
4. **Lead Jurisdiction(s)** = City of Gig Harbor with Regional Partners
5. **Timeline** = Short-term
6. **Benefit** = City and staff, community and residents, regional partners
7. **Life of Measure** = Perpetual
8. **Community Reaction** = the proposal is likely to be endorsed by the entire community.

Endnotes

¹ Hazard Codes:

Where necessary, the specific hazards addressed are noted as follows:

A:	Avalanche
E:	Earthquake
F:	Flood
D:	Drought
T:	Tsunami
V(l or t):	Volcanic (lahar or tephra-specific)
SW:	Severe Storm (wind-specific)
L:	Landslide
WUI:	Wildland/Urban Interface Fire
MM:	Manmade to include terrorism
All:	All hazards, including some man made. Where only natural hazards are addressed, it is noted.

² While this Plan is strictly a *Natural* hazard mitigation plan, where a measure stems from a facility recommendation (Infrastructure Section) that deals specifically with terrorism, the mitigation strategy will use that analysis. Other measures, such as those that deal with multi-hazard community preparedness or recovery planning, mitigate man-made hazards and are noted as such. It is not the intent of this notation to imply that all measures were analyzed with regards to man-made hazards or that measures were identified with that in mind. Rather, the notation merely illustrates the potential on this template for the inclusion of man-made hazard analysis.

³ Quote from Frank Michiels, president of Michiels International, a Kenmore-based real estate and trading company that is marketing Perco-Crete in the United States. He said he wants the state Department of Ecology to recognize Perco-Crete as a stormwater management alternative. "It can be a much broader range of use, especially where aesthetics are more important," Michiels said, comparing Perco-Crete with porous concrete. "It has an ability to be engineered on a broader basis. You can tailor it to the needs of a local site." Paul Crane, a landscape architect who works for the city of Everett, said the city will monitor the parking lot to see how well Perco-Crete holds water and controls stormwater runoff. The University of Washington's School of Engineering is running it through materials standards tests.

SECTION 6

REGION 5 HAZARD MITIGATION PLAN CITY OF GIG HARBOR INFRASTRUCTURE SECTION

The Infrastructure Section is exempt from public disclosure pursuant to RCW 42.56.420. Request for public disclosure of this document or parts thereof should be referred immediately to the City of Gig Harbor's City Manager.

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Section 7

Plan Maintenance Procedures Requirements

Monitoring, Evaluating, and Updating the Plan---Requirement §201.6(c)(4)(i):

[The plan maintenance process **shall** include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.

- Does the plan describe the method and schedule for **monitoring** the plan?
- Does the plan identify the party responsible for monitoring and include a schedule for reports, site visits, phone calls, and meetings?
- Does the plan describe the method and schedule for **evaluating** the plan?
- Does the plan identify the party responsible for evaluating and include the criteria used to evaluate the plan?
- Does the plan describe the method and schedule for **updating** the plan within the five-year cycle?

Incorporation into Existing Planning Mechanisms---Requirement §201.6(c)(4) (ii):

[The plan **shall** include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate...

- Does the plan identify other local planning mechanisms available for incorporating the requirements of the mitigation plan?
- Does the plan include a process by which the local government will incorporate the requirements in other plans, when appropriate?

Continued Public Involvement---Requirement §201.6(c)(4) (iii):

[The plan maintenance process **shall** include a] discussion on how the community will continue public participation in the plan maintenance process.

- Does the plan explain how **continued public participation** will be obtained?
- Will there be public notices, an on-going mitigation plan committee, or annual review meetings with stakeholders?

SECTION 7

**REGION 5 HAZARD MITIGATION PLAN
CITY OF GIG HARBOR
PLAN MAINTENANCE SECTION**

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PLAN MAINTENANCE PROCEDURES REQUIREMENTS..... 1
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The planning process undertaken in the last two years is just the foundation of breaking the disaster cycle by planning for a disaster resistant Gig Harbor and Pierce County Region 5. This Section details the formal process that will guarantee the Gig Harbor Hazard Mitigation Plan remains an active and relevant document. The Plan Maintenance Section includes a description of the documentation citing the Plan's formal adoption by the Gig Harbor City Council. The Section also describes: the method and schedule of monitoring, evaluating, and updating within a five-year cycle; the process for incorporating the mitigation strategy into existing mechanisms; and, the process for integrating public participation throughout the plan maintenance. The Section serves as a guide for implementation of the hazard mitigation strategy.

Plan Adoption

Upon completion of the Gig Harbor Plan it will be submitted to Washington State Emergency Management Division (EMD) for a Pre-Adoption Review. The EMD has 30 days to then take action on the Plan and forward it to the Federal Emergency Management Agency (FEMA) Region X for review. This review, which is allowed 45 days by law, will address the federal criteria outlined in FEMA Interim Final Rule 44 CFR Part 201.6. In completing this review there may be revisions requested by the EMD and/or FEMA. Revisions could include changes to background information, editorial comments, and the alteration of technical content. Pierce County Department of Emergency Management (PC DEM) will call a Planning Team Meeting to address any revisions needed and resubmit the changes.

The Gig Harbor City Council is responsible for the adoption of the Plan after the Pre-Adoption Review by the EMD and the FEMA Region X. Once the City adopts the Plan, the Emergency Management Director will be responsible for submitting it, with a copy of the resolution, to the State Hazard Mitigation Officer at the Washington State EMD. EMD will then take action on the Plan and forward it to the FEMA Region X for final approval. Upon approval by FEMA, the City will gain eligibility for both Hazard Mitigation Grant Program and Pre-Disaster Mitigation Grant Program funds.

Appendix A will list the dates and include a copy of the of Washington State EMD and FEMA approval of the Gig Harbor Plan. A copy of the local resolution will be attached there following State and FEMA approval. In future updates of the Plan Appendix C will be used to track changes and/or updates.

Maintenance Strategy

The Gig Harbor maintenance strategy for implementation, monitoring, and evaluation provides a structure that encourages collaboration, information transference, and innovation. Through a multi-tiered implementation method, the City will provide its citizens a highly localized approach to loss reduction while serving their needs through coordinated policies and programs. The method's emphasis on all levels of participation promotes public involvement and adaptability to changing risks and vulnerabilities. Finally, it will provide a tangible link between citizens and the various levels of government service, ranging from

community action to the Department of Homeland Security. Through this strategy, the citizens of Gig Harbor will continue to break the disaster cycle and achieve a more disaster resistant community.

Implementation

In order to ensure efficient and effective implementation, the City of Gig Harbor will make use of its capabilities, infrastructure, and dedicated population. The City will implement its mitigation strategy over the next five years primarily through its annual budget process and varying grant application processes. All programs and entities identified in the Capability Identification will serve as the implementing mechanisms within those processes.

The City administration will work in conjunction with those departments/agencies/entities identified in both the capability identification and under each mitigation measure to initiate the mitigation strategy. For example, any infrastructure-related measures will be implemented through the Critical Facilities and Capital Improvement Plans and the various departments involved through the normal budget schedule. Any regulatory and land use measures will continue to be implemented through collaboration with the planning department and its updates of the City's Comprehensive Plan. Other measures will be implemented through collaboration with the identified jurisdictions/departments listed under each measure's evaluation and through the mechanisms and funding sources identified in the Capability Identification Section.

These efforts fall under a broader implementation strategy that represents a county-wide effort. This strategy must be adaptable to change while being consistent in its delivery.

The mitigation implementation strategy is a three-tiered method that emphasizes localized needs and vulnerabilities while addressing the City's as well as multi-jurisdictional policies and programs. The first tier is implementation through individual citizen level—existing Public Education Programs already existing in the City (for example, at the individual level through the Safe Streets Program and at the neighborhood level through PC NET). The second is the City-Wide mechanism for implementation, in this case the City Administration. The third tier is a more external and multi-jurisdictional mechanism, the Hazard Mitigation Forum (HMF).

This method ensures that implementation speaks to unique vulnerabilities at the most local level, allows for coordination among and between levels, and promotes collaboration and innovation. Further, it provides a structured system of monitoring implementation. Finally, it is a method that can adapt to the changing vulnerabilities of the City, the region, and the times. These three levels and their means of implementation and collaboration are described below.

Public Education Programs

At the individual citizen level, Public Education Programs provide the City with a localized mechanism for implementation. This approach to mitigation can adapt to the varying vulnerabilities and needs within a growing City and region. Public Education Programs are also a means for involving the public in mitigation policy development. Departments conducting mitigation-related programs will provide the existing targeted neighborhoods and special-needs populations a catalogue of mitigation measures from which individuals can choose those that would be most effective in their communities. For example, currently Gig Harbor is working with PC DEM to begin forming Gig Harbor PC NETs to better prepare for, and respond to, disasters. PC NETs provide a coordinated group of communities through which individuals can implement home and neighborhood level mitigation measures.

Jurisdiction-Wide: City Administration

The City administration will be the body responsible for determining the direction of the Plan's implementation. The administration is responsible to the Mayor for the day-to-day operations of the City and its departments, the annual budget, and personnel. The City Administrator follows the general policy as set by the City Council. The Department is responsible for the City's selection, evaluation, and training of all city staff. It oversees, coordinates, and manages the activities of all city departments and offices in carrying out the requirements of ordinances, laws, rules and regulations.

Initially, the administration will be responsible for the overall review of the plan and will designate mitigation measures to those departments responsible for their implementation. This will be done with assistance from the Emergency Management Director, Planning Director, and Public Works Director. The administration will address the Plan on an annual basis. Recommendations will be made to coincide with the normal budgeting processes and provide an ample time period for review and adoption of any necessary changes to the implementation schedule.

Eventually, the administration may choose to cede this responsibility to an Emergency Management Committee. This committee would be composed of representatives from the departments identified in the Capability Identification Section as having a role in hazard mitigation. The Committee would ultimately provide a mechanism for coordination among those departments engaged in mitigation to ensure that a comprehensive and efficient approach be undertaken in the City's efforts at all-hazards mitigation.

Hazard Mitigation Forum

The PC Hazard Mitigation Forum (HMF) represents a broader and multi-jurisdictional approach to mitigation implementation. The PC HMF will be comprised of all representatives from unincorporated Pierce County and all jurisdictions, partially or wholly, within its borders, that have undertaken mitigation planning efforts. The PC HMF will serve as coordinating body for projects of a multi-jurisdictional nature and will provide a mechanism to share successes and increase the cooperation necessary to break the disaster cycle and achieve a disaster resistant Pierce County. Members of the PC HMF will include the following jurisdictions who have completed, or who have begun the process of completing, DMA 2000 compliant plans:

- City of Bonney Lake
- City of Puyallup
- City of Roy
- City of Sumner
- City of Tacoma
- City of University Place
- Puyallup Tribe of Indians
- Pierce County
- 48 Jurisdictions in this effort
- Pierce County Fire District #3
- Pierce County Fire District #14
- Pierce County Fire District #17
- Pierce County Fire District #22
- Firgrove Mutual Water Company
- Bethel School District
- Clover Park School District
- Sumner School District

Coordinated by the PC DEM, the PC HMF will meet annually in August and will be coordinated by PC DEM. The City of Gig Harbor will be an active participant in the PC HMF, and will be represented by the emergency management director. Only through this level of cooperation can these jurisdictions meet all of their mitigation goals.

Plan Evaluation and Update

It should be noted this planning process began in early 2006 following the then current CFR 201.6 Hazard Mitigation Planning Requirements. Based on new requirements in the Stafford Act put forth in the summer of 2008, the City of Gig Harbor will evaluate and update the plan to incorporate these new requirements as necessary. Furthermore, if there are additional Stafford Act changes affecting CFR 201.6 in the coming years, the planning process will incorporate those as well.

The Gig Harbor Plan will guide the city’s mitigation efforts for the foreseeable future. Gig Harbor representatives on the Planning Team have developed a method to ensure that regular review and update of the Plan occur within a five year cycle. The administration will coordinate any reviews noted above.

PC DEM will collaborate with the Emergency Management Director and the PC HMF to monitor and evaluate the mitigation strategy implementation. PC DEM will track this implementation through Pierce County’s GIS database. Findings will be presented and discussed at the annual meeting.

Gig Harbor Emergency Management will provide a report of the Plan's implementation to the administration at an annual meeting. This report will drive the meeting agendas and will include the following:

- Updates on implementation throughout the City;
- Updates on the PC HMF and mitigation activities undertaken by neighboring jurisdictions;
- Changes or anticipated changes in hazard risk and vulnerability at the City, county, regional, State, FEMA Region X, and Homeland Security levels;
- Problems encountered or success stories;
- Any technical or scientific advances that may alter, make easier, or create measures.

The administration and local experts will decide on updates to the plan's strategy based on the above information and a discussion of:

- The various resources available through budgetary means as well as any relevant grants;
- The current and expected political environment and public opinion;
- Meeting the mitigation goals with regards to changing conditions.

PC DEM will work with the emergency management director to review the Risk Assessment Section to determine if the current assessment should be updated or modified based on new information. This will be done during the regularly scheduled reviews of the Hazard Identification and Vulnerability Analysis and the Comprehensive Emergency Management Plan.

Additional reviews of this Plan will be required following disaster events and will not substitute for the annual meeting. Within ninety days following a significant disaster or an emergency event impacting the City, the emergency management director will provide an assessment that captures any "success stories" and/or "lessons learned." The assessment will detail direct and indirect damages to the city and its infrastructure, response and recovery costs, as part of the standard recovery procedures that use EMD Forms 129, 130, and 140. This process will help determine any new mitigation initiatives that should be incorporated into the Plan to avoid or reduce similar losses due to future hazard events. In this manner, recovery efforts and data will be used to analyze mitigation activities and spawn the development of new measures that better address any changed vulnerabilities or capabilities. Any updates to the Plan will be addressed at the annual meeting.

As per 44 CFR 201.6, the City of Gig Harbor must re-submit the Plan to the State and FEMA with any updates every five years. This process will be coordinated by PC DEM through the Pierce County Hazard Mitigation Forum. In 2013 and every five years following at the Hazard Mitigation Forum, the City of Gig Harbor will submit the updated plan to PC DEM. PC DEM's Mitigation and Recovery Program Manager will collect updates from the Region 5 Plan jurisdictions and submit them to the State EMD and FEMA.

Continued Public Involvement

The City of Gig Harbor is dedicated to continued public involvement and education in review and updates of this Plan. Gig Harbor Emergency Management will retain copies of the Plan and will post it on the City's website.¹

Prior to submitting the Plan to WA EMD and FEMA for the five year review, Gig Harbor Emergency Management will hold a public information and comment meeting. This meeting will provide the public a forum during which they can express their concerns, opinions, or ideas about the City's Plan. This meeting will be advertised in the Gig Harbor community through a variety of media, including the Peninsula Gateway and a posting on the City's website.

Endnotes

¹ <http://www.cityofgigharbor.net>

Section 7

Plan Maintenance Procedures Requirements

Monitoring, Evaluating, and Updating the Plan---Requirement §201.6(c)(4)(i):

[The plan maintenance process **shall** include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.

- Does the plan describe the method and schedule for **monitoring** the plan?
- Does the plan identify the party responsible for monitoring and include a schedule for reports, site visits, phone calls, and meetings?
- Does the plan describe the method and schedule for **evaluating** the plan?
- Does the plan identify the party responsible for evaluating and include the criteria used to evaluate the plan?
- Does the plan describe the method and schedule for **updating** the plan within the five-year cycle?

Incorporation into Existing Planning Mechanisms---Requirement §201.6(c)(4) (ii):

[The plan **shall** include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate...

- Does the plan identify other local planning mechanisms available for incorporating the requirements of the mitigation plan?
- Does the plan include a process by which the local government will incorporate the requirements in other plans, when appropriate?

Continued Public Involvement---Requirement §201.6(c)(4) (iii):

[The plan maintenance process **shall** include a] discussion on how the community will continue public participation in the plan maintenance process.

- Does the plan explain how **continued public participation** will be obtained?
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- City of Roy
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- City of Tacoma
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- 48 Jurisdictions in this effort
- Pierce County Fire District #3
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As per 44 CFR 201.6, the City of Gig Harbor must re-submit the Plan to the State and FEMA with any updates every five years. This process will be coordinated by PC DEM through the Pierce County Hazard Mitigation Forum. In 2013 and every five years following at the Hazard Mitigation Forum, the City of Gig Harbor will submit the updated plan to PC DEM. PC DEM's Mitigation and Recovery Program Manager will collect updates from the Region 5 Plan jurisdictions and submit them to the State EMD and FEMA.

Continued Public Involvement

The City of Gig Harbor is dedicated to continued public involvement and education in review and updates of this Plan. Gig Harbor Emergency Management will retain copies of the Plan and will post it on the City's website.¹

Prior to submitting the Plan to WA EMD and FEMA for the five year review, Gig Harbor Emergency Management will hold a public information and comment meeting. This meeting will provide the public a forum during which they can express their concerns, opinions, or ideas about the City's Plan. This meeting will be advertised in the Gig Harbor community through a variety of media, including the Peninsula Gateway and a posting on the City's website.

Endnotes

¹ <http://www.cityofgigharbor.net>

C091080-2 WASHINGTON STATE LIQUOR CONTROL BOARD DATE:10/03/08
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20090131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 KAE & SOOK CORPORATION	MARITIME MART 7102 STINSON GIG HARBOR WA 98325 0000	078669	GROCERY STORE - BEER/WINE
2 LAI FOOK, RICHARD ANTHONY LAI FOOK, TERRY-ANN CARLENE	MARKETPLACE GRILLE 8825 N HARBORVIEW DR STE C & D GIG HARBOR WA 98332 2149	084215	BEER/WINE REST - BEER/WINE
3 HARBORVIEW GROCERY INC	FINHOLM'S MARKET AND GROCERY 8812 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351392	GROCERY STORE - BEER/WINE
4 GRANITE SERVICE, INC.	GIG HARBOR SHELL FOOD MART 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	GROCERY STORE - BEER/WINE



Business of the City Council
City of Gig Harbor, WA

Subject: Wastewater Facilities Easement and Maintenance Agreements - Kvinsland

Proposed Council Action: Retroactively approve the execution of the two attached Wastewater Facilities Easement and Maintenance agreements as presented.

Dept. Origin: Public Works

Prepared by: David Stubchaer, PE
Public Works Director

For Agenda of: October 27, 2008

Attachments: Lots 1 and 2 Wastewater Facilities Easement and Maintenance Agreements

Initial & Date

Concurred by Mayor: CLH 10/27/08
Approved by City Administrator: RA 10/24/08
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head: RA 10/24/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a final \$0 column.

INFORMATION / BACKGROUND

Dr. Jon Kvinsland owns two existing buildings at the Harbor Park professional complexes, located along the 5100 block of Olympic Drive, that currently discharge to an on-site septic system. In Spring, 2007 Dr. Kvinsland requested a connection to the City's sewer system. He subsequently reserved sewer ERUs (equivalent residential units) through the sewer capacity reservation certificate process with an application dated May 8, 2007. The reserved sewer ERUs were based on historical water usage at the two buildings. As a condition of approval for the civil plans for these connections, a wastewater facilities easement and maintenance agreement for each connection is required.

The sanitary sewer connection is located on private property and will be privately owned and operated. These agreements allow the City a non-exclusive right of entry onto portions of the property to access the sanitary sewer system for inspection and monitoring purposes.

These agreements were pulled from the October 13th Council agenda to answer a question from Council regarding how the sewer ERUs were reserved. That question has been answered in the revised text above. However, both agreements were inadvertently signed and recorded. This request is to approve execution of the agreements retroactively.

FISCAL CONSIDERATION

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

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Retroactively approve the execution of the two attached Wastewater Facilities Easement and Maintenance agreements as presented.



**Subject: Second Reading of Ordinance
Providing for the Issuance and Sale
of a Limited Tax General Obligation
Bond (LTGO) For the Purpose of
Financing Transportation and Park
Improvements**

Dept. Origin: Finance
Prepared by: David Rodenbach
For Agenda of: October 27, 2008
Exhibits: Ordinance and related attachments

Proposed Council Action:

Adopt the ordinance after second reading

Initial & Date

Concurred by Mayor: *CLH 10/21/08*
Approved by City Administrator: *RJK*
Approved as to form by City Atty: *Cynthia Udd*
Approved by Finance Director: *DF 10/21/08*

Expenditure Required	\$300,000/yr (10 years) starting in 2009	Amount Budgeted	\$292,000 in '09	Appropriation Required	\$0
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INFORMATION / BACKGROUND

This is the second reading of an ordinance providing for the issuance and sale of a limited tax general obligation bond in the amount of \$2,405,000. Bank of America has offered to purchase this bond.

The bond will pay for the following projects:

Project	2008	2009
Harborview/Judson/Stanich/Uddenburg Improvements	\$ 400,000	\$ 400,000
50th Street	360,000	
Cushman Trail Phase II: Kimball to Borgen	664,000	-
Veteran's Park	550,000	
Bond Issuance Expenses	31,000	
	<u>\$ 2,005,000</u>	<u>\$ 400,000</u>
Grand Total	\$ 2,405,000	

FISCAL CONSIDERATION

This is a bond with a 10-year maturity, and, as of October 8, has a fixed interest rate of 4.10% and annual debt service payments of approximately \$300,000.

The city's remaining Councilmanic (non-voted) debt capacity will be approximately \$20 million if this bond is issued.

RECOMMENDATION / MOTION

Move to: Pass ordinance authorizing a \$2,405,000 bond.

CITY OF GIG HARBOR, WASHINGTON
LIMITED TAX GENERAL OBLIGATION BOND, 2008

ORDINANCE NO. 1144

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING A LIMITED TAX GENERAL OBLIGATION BOND IN THE PRINCIPAL SUM OF \$2,405,000 FOR THE PURPOSE OF FINANCING TRANSPORTATION IMPROVEMENTS AND PARKS PROJECTS; PROVIDING THE TERMS OF THE BOND; AND PROVIDING FOR THE SALE OF THE BOND.

PASSED ON OCTOBER 27, 2008

PREPARED BY:

K&L PRESTON GATES ELLIS LLP
SEATTLE, WASHINGTON

CITY OF GIG HARBOR
ORDINANCE NO. 1144
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* This Table of Contents and the cover page are provided for convenience only and are not a part of this ordinance.

ORDINANCE NO. 1144

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING A LIMITED TAX GENERAL OBLIGATION BOND IN THE PRINCIPAL SUM OF \$2,405,000 FOR THE PURPOSE OF FINANCING TRANSPORTATION IMPROVEMENTS AND PARKS PROJECTS; PROVIDING THE TERMS OF THE BOND; AND PROVIDING FOR THE SALE OF THE BOND.

WHEREAS, the City Council (the "Council") of the City of Gig Harbor, Washington (the "City"), has deemed it in the best interest of the City and its citizens that the City finance transportation improvements and parks projects (the "Project"); and

WHEREAS, the City has received an offer from Bank of America, N.A., to purchase a bond to provide financing for the Project, and the City has determined that it is in the best interest of the City to sell the bond to the Bank;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN as follows:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

Act means Chapter 39.50 RCW.

Bank means Bank of America, N.A., or its corporate successor.

Bond means the City of Gig Harbor, Washington, Limited Tax General Obligation Bond, 2008 in the principal amount of \$2,405,000, issued pursuant to this ordinance.

Bond Fund means the City's "Limited Tax General Obligation Bond Redemption Fund," as described in Section 4 of this ordinance.

Bond Register means the registration books showing the name, address and tax identification number of each registered owner of the Bond, maintained pursuant to Section 149(a) of the Code.

Bond Registrar means the Treasurer who will register and authenticate the Bond, maintain the Bond Register, effect transfer of ownership of the Bond and pay principal of and interest on the Bond.

City means the City of Gig Harbor, Washington, a municipal corporation duly organized and existing under the laws of the State of Washington.

Code means the federal Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations thereunder.

Council means the duly constituted City Council as the general legislative authority of the City.

Government Obligations means those obligations now or hereafter defined as such in chapter 39.53 RCW.

Private Person means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Private Person Use means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the

Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

Project means transportation improvements and parks projects.

Treasurer means the Finance Director of the City or any successor to the functions of the Finance Director.

Section 2. Authorization of the Bond and Bond Terms. The City hereby authorizes the issuance and sale of the Bond in the aggregate principal amount of \$2,405,000 to provide financing for transportation improvements and a parks project (the "Project") and to pay costs of issuance of the Bond. The Bond shall be a limited tax general obligation of the City; shall be designated the "City of Gig Harbor, Washington, Limited Tax General Obligation Bond, 2008"; shall be dated the date of its delivery to the Bank; shall be fully registered; shall be in the denomination of \$2,405,000; shall be numbered R-1 and shall bear interest at the rate of ____% per annum on the unpaid principal balance (computed on the basis of a 360-day year of twelve 30-day months), payable semiannually on each June 1 and December 1, commencing June 1, 2009 and shall mature on December 1, 2018. The principal of the Bond shall be repaid on December 1 of the following years and in the following principal installments:

<u>Year</u> <u>(December 1)</u>	<u>Principal Amount</u>
2009	\$ 195,000
2010	210,000
2011	215,000
2012	225,000
2013	235,000
2014	245,000
2015	255,000
2016	265,000
2017	275,000
2018*	285,000

* Maturity

Section 3. Registration. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (collectively, the “Bond Registrar”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Installments of the principal of and interest on the Bond shall be paid by check or draft of the City mailed on the date such interest is due or by electronic funds transfer made on the date such payment is due to the Bank. Upon final payment of all installments of principal and interest thereon, the Bond shall be submitted to the Bond Registrar for cancellation and surrender.

The Bond is not transferable except to a successor to the assets or business of the Bank or another financial institution.

Section 4. Bond Fund and Provision for Tax Levy Payments. There has previously been established a fund of the City known as the “Limited Tax General Obligation Bond Fund” (the “Bond Fund”) which is used to pay debt service on all outstanding limited tax general obligation bonds of the City, including the Bond.

On or prior to each date on which a payment of principal and/or interest is due on the Bond, the City will deposit an amount into the Bond Fund sufficient to pay such principal and/or interest.

The City hereby irrevocably covenants for as long as the Bond is outstanding and unpaid, that each year it will include in its budget and levy an *ad valorem* tax, within and as a part of the tax millage levy permitted to cities without a vote of the people, upon all the property within the City subject to taxation in an amount which will be sufficient, together with all other funds of the City which may legally be used and which the City may apply for such purposes, to pay the principal of and interest on the Bond as the same shall become due. Money in the Bond Fund not needed to pay the interest or principal next coming due may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City money. Any interests or profit from the investment of such money shall be deposited in the Bond Fund.

The City hereby irrevocably pledges that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bond will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bond. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of the taxes and for the prompt payment of the principal of and interest on the Bond as the same shall become due.

Section 5. Prepayment. Any prepayment of the Bond prior to its scheduled maturity may result in the imposition of a prepayment fee. The prepayment fee shall be in an amount sufficient to compensate the Bank for any loss expense incurred by it as a result of the prepayment, as documented by the Bank, including any loss arising from the liquidation or reemployment of funds obtained by it to maintain the funds used to purchase the Bond or from fees payable to terminate the deposits from which such funds were obtained. For purposes of this paragraph, the Bank shall be deemed to have funded the purchase of the Bond by a matching deposit or other borrowing in the applicable interbank market, whether or not the purchase of the

Bond was in fact so funded. In no case shall a prepayment fee apply if the Bank's internally derived cost of funds is higher on the date of prepayment than it was on the date the fixed rate of the Bond was set.

If there occurs (a) any nonpayment of principal, interest, fees or other amounts when due, or (b) any failure to maintain the tax-exempt status of the Bond, the Bank may increase the interest rate payable on the Bond by two (2.0) percentage points.

Section 6. Form of the Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. 1

\$2,405,000

STATE OF WASHINGTON
CITY OF GIG HARBOR
LIMITED TAX GENERAL OBLIGATION BOND, 2008

Registered Owner: Bank of America, N.A.

Interest Rate: _____%

Maturity Date: December 1, 2018

Principal Amount: Two Million Four Hundred Five Thousand and No/100 Dollars

The City of Gig Harbor, Washington, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (herein called the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount above, plus interest at the Interest Rate set forth above, pursuant to Ordinance No. 1144 of the City (the "Bond Ordinance").

This bond shall bear interest at a rate of ____% per annum on the unpaid principal balance (computed on the basis of a 360-day year of twelve 30-day months), payable semiannually on each June 1 and December 1, commencing June 1, 2009 and shall mature on December 1, 2018. The principal of this bond shall be repaid on December 1 of the following years and in the following amounts.

<u>Year</u> <u>(December 1)</u>	<u>Principal Amount</u>
2009	\$ 195,000
2010	210,000
2011	215,000
2012	225,000
2013	235,000
2014	245,000
2015	255,000
2016	265,000
2017	275,000
2018	285,000

Both principal of and interest on this bond are payable in lawful money of the United States of America. Upon the final payment of principal and interest of this bond, the Bank shall present and surrender this bond to the Treasurer of the City, as “Registrar”. This bond may be prepaid at the option of the City, subject to a prepayment fee in accordance with the terms of the Bond Ordinance.

This bond is not transferable except in whole to a successor to the assets or business of the Bank or financial institution.

This bond is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinances of the City, including the Bond Ordinance. This bond is issued pursuant to the Bond Ordinance for the purpose of providing the financing for transportation improvements and a parks project.

This bond is not a “private activity bond” as such term is defined in the Internal Revenue Code of 1986, as amended (the “Code”). The City has designated this bond as a “qualified tax-exempt obligation” under Section 265(b) of the Code for investment by financial institutions.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to cities without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with all other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Registrar.

It is hereby certified and declared that this bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and ordinances of the

City, that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done and performed, and that this bond does not exceed any constitutional or statutory limitations.

IN WITNESS WHEREOF, the City of Gig Harbor, Washington, has caused this bond to be signed on behalf of the City with the manual signature of the Mayor, to be attested by the manual signature of the Clerk of the City, as of this ___ day of _____, 2008.

CITY OF GIG HARBOR, WASHINGTON

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the Limited Tax General Obligation Bond, 2008 of the City dated _____, 2008 described in the within-mentioned Bond Ordinance.

FINANCE DIRECTOR OF THE CITY OF
GIG HARBOR, as Bond Registrar

By _____

Section 7. Execution and Authentication of the Bond. The Bond shall be signed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk.

The Bond shall not be valid or obligatory for any purpose or entitled to the benefits of this ordinance unless the Certificate of Authentication in the form recited above has been manually executed by the Bond Registrar. Such Certificate of Authentication shall be conclusive evidence

that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond Registrar, or issued by the City, the Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 8. Lost or Stolen Bond. If the Bond is lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond of like amount, maturity and tenor to the Bank upon the Bank's paying the expenses and charges of the City in connection with preparation and authentication of the replacement Bond and upon its filing with the City satisfactory evidence that the Bond was actually lost, stolen or destroyed and of its ownership, and upon furnishing the City with satisfactory indemnity.

Section 9. Sale of the Bond. The Bond shall be sold to the Bank at a price of par in accordance with the terms of this ordinance. Upon delivery of the Bond, the City (a) shall pay Bank, an origination fee of 0.05% (\$1,202.50) of the par amount of the Bond, and shall pay the Bank's legal fees in the amount of \$600, which payments shall be made by check, wire transfer or other mutually acceptable means to the respective payee. D.A. Davidson & Co. shall act as the structuring agent and shall arrange for the placement of the Bond with the Bank. The City

shall reimburse the Bank for payment of a structuring fee of \$12,025 to D.A. Davidson & Co. upon the closing and delivery of the Bond to the Bank.

The proper officials of the City are hereby authorized and directed to do all things necessary for the prompt execution and delivery of the Bond and the items required to be delivered to the Bank and for the proper use and application of the proceeds of sale thereof.

Section 10. Application of Proceeds of Bond. At the time of delivery of the Bond, the amount of \$1,160,000 shall be deposited into the City's Street Capital Fund (No. 102) and the amount of \$1,214,000 shall be deposited into the Park Development Fund (No. 109) and used to pay the costs of the Project and to pay costs of issuing the Bond.

Section 11. Tax Covenants; Special Designation.

(a) *Arbitrage Covenant.* The City hereby covenants that it will not make any use of the proceeds of sale of the Bond or any other funds of the City which may be deemed to be proceeds of such Bond pursuant to Section 148 of the Code which will cause the Bond to be an "arbitrage bond" within the meaning of said section and said Regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bond) and the applicable Regulations thereunder throughout the term of the Bond.

(b) *Private Person Use Limitation for Bond.* The City covenants that for as long as the Bond is outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Bond to be used for any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Bond in a Bond Year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for

any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City further covenants that, if:

(3) More than five percent of the Net Proceeds of the Bond is to be used for any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Bond in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the projects described in subsection (3) hereof or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the projects financed or refinanced with Bond proceeds, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bond used for the state or local governmental use portion of the project to which the Private Person Use of such portion of such projects relates. The City further covenants that it will comply with any limitations on the use of the Project by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Bond. The covenants of this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bond.

(c) *Designation under Section 265(b)(3) of the Code.* The Bond is hereby designated by the City as a “qualified tax-exempt obligation” under Section 265(b)(3) of the Code for investment by financial institutions. The City does not anticipate issuing more than \$10,000,000 in qualified tax-exempt obligations during 2008.

Section 12. Information Provided to the Bank. With respect to the Bond, the City is exempt from ongoing disclosure requirements of the Rule. While the Bond is outstanding, the City will provide the following information to the Bank:

(a) The City’s annual budget, within 30 days of commencement of each new fiscal year;

(b) Internally-prepared unaudited annual financial statements for the City, within seven months of the end of each fiscal year;

(c) The City’s annual State Audit Report within 10 days of receipt from the State Auditor; and

(d) Such other financial information as may be reasonably requested by the Bank from time to time.

Section 13. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 14. General Authorization; Ratification of Prior Acts. The Treasurer and other appropriate officers of the City are authorized to take any actions and to execute documents as in their judgment may be necessary or desirable in order to carry out the terms of, and complete the

transactions contemplated by, this ordinance. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

Section 15. Effective Date. This ordinance shall take effect five days after its passage and publication in the manner provided by law.

PASSED by the City Council at a regular open public meeting on October 27, 2008.

CITY OF GIG HARBOR, WASHINGTON

Mayor

ATTEST:

City Clerk

First Reading: October 13, 2008

Date Adopted: October 27, 2008

Date of Publication: _____, 2008

Effective Date: _____, 2008

CERTIFICATE

I, the undersigned, City Clerk of the City of Gig Harbor, Washington (the "City") and keep of the records of the City Council (the "Council"), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. 1144 of the Council (the "Ordinance"), duly passed at a regular meeting thereof held on the 27th day of October, 2008.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of October, 2008.

City Clerk



Subject: Retroactive Marina Fire Protection Ordinance

Proposed Council Action: Approve Ordinance _____ amending the Section 15.16.190 of the Gig Harbor Municipal Code to provide for retroactive application of requirements for marina fire protection as proposed.

Dept. Origin: Building/Fire Safety

Prepared by: D. Bower

For Agenda of: October 27, 2008

Exhibits:

Initial & Date

Concurred by Mayor:

CLH 10/23

Approved by City Administrator:

POK 10/23

Approved as to form by City Atty:

see cam e-mail

Approved by Finance Director:

DR 10/23

Approved by Department Head:

JAS 10/21/08

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

On August 31, 2005 a fire destroyed the Harborview Marina and the 50 some boats berthed there at the time. That fire exemplified the challenges of marina fire protection and the potential for life, property and environmental loss associated with fires in the marine environment. It also served as a catalyst for the re-introduction of marina fire protection provisions into the State and soon the International Fire Code.

Through investigation of past marina fires, including fires in Lake Union and Gig Harbor it's been found that certain passive fire protection features such as heat venting and draft curtains combined with reliable standpipe systems have the potential to greatly improve safety and reduce the severity of marina fires. Based on these findings provisions for Class I dry, manual standpipes, smoke/heat venting, and draft curtains have been incorporated into Chapter 46 of the *International Fire Code* as adopted by the State and City. In addition, provisions for slip addressing to assist emergency responders in identifying the location of vessels within a marina have also been incorporated into the code.

The importance of the marine industry to the economy, environment and quality of life of the Gig Harbor community can't be overstated. And assuring the safety of our marina's and the vessels using them is integral to sustaining that marine industry. Toward that end, the Building and Fire Safety Department is proposing to make Gig Harbor's marinas safer through the retroactive application of code requirements for slip addressing, Class I standpipes,

smoke/heat vents, and draft curtains with a compliance date of January 1, 2014, or for marinas annexed into the City following passage of the ordinance, compliance within 5 years of annexation.

Public Process. Following the Harborview fire and throughout the development of IFC Ch. 46 and this ordinance the department has invited public participation through stakeholder meetings and review by the city's Building Code Advisory Board (BCAB). Stakeholder meetings were held in September and October of 2005, as well as in June, 2006 and January and August 2008. Retroactive requirements were specifically addressed with stakeholders at the meetings held in 2008. Marina requirements in general and retroactive requirements in particular were addressed by the Building Code Advisory Board at meetings in November 2007 and August 2008 with the Board voting unanimously to forward the retroactive requirements to the Council for approval.

Public concerns voiced during the stakeholder and BCAB meetings included the cost of installation of retroactive protection requirements, and technical details of construction including the manner of providing for smoke/heat venting and draft curtains. The department offered the following in response to those concerns.

- Slip addressing is an important, low cost means of improving fire department response times, especially in the event of a medical emergency where fire and smoke is not apparent. The code does not provide prescriptive details on addressing; rather it allows the marina owner to propose an addressing means that works with the marinas architecture and can range from hand painted to commercially produced signage with a corresponding variation in cost.

- With regard to installation/conversion of standpipe systems to Class I dry, manual systems, this change offers financial savings to the marina owner by eliminating the currently required backflow prevention assemblies and tenant hoses, and their inspection, testing and maintenance. Furthermore, our experience with existing marinas that have already made the change is that the existing dock piping has been of satisfactory size to provide adequate flows reducing the cost of the conversion. The actual cost of the conversion to a dry system is dependent upon the existing system, and the size of the marina however. In tests conducted by Gig Harbor Fire and Medic One, it was found that the use of dry standpipe systems as referenced in the code reduced the set up time – the time between arrival of the first responding engine and the time water is flowing from the nozzle – by approximately 30%, a critical time savings in early fire suppression operations. In general, this change offers reliable, consistent standpipe systems for the fire departments use; speeds the department's ability to attack fires thereby offering improved protection; and reduces the ongoing operating costs associated with marina fire protection.

- Regarding smoke and heat venting, the department explained that venting is critical to reducing fire spread and associated damage, while improving occupant and firefighter safety. The department also clarified that the intent was not to require the installation of expensive mechanical vents but to provide options that include relatively inexpensive drop (melt) out panels that can be designed to complement the existing roofing system. Costs for venting range from approximately \$1500.00 dollars for mechanical vents to approx. \$100.00 for a similarly sized drop out panel vent. Finally, ancillary benefits including improved lighting and visibility under the roof as well as increased light penetration to address environmental concerns were discussed.

- And with regard to draft curtains, it was explained that draft curtains, like venting are important for the control for fire spread below the roof structure by containing heat and smoke

in the area of origin while increasing the speed of operation of the venting system. Their installation prevents the roll over effect that contributed to the extremely fast spread and significant loss experienced during the Harborview Marina event. Curtains can be constructed relatively inexpensively from commonly available materials including plywood, sheet metal, sheetrock, and similar materials allowed by the code and capable of resisting the passage of smoke and heat.

A first reading of the ordinance and public hearing were held during the October 13, 2008 City Council meeting. No public comments were received at that meeting.

FISCAL CONSIDERATION

Passage of this ordinance will have little cost to the City to administer. The cost to individual marinas will vary dependent on the size of the marina, whether it is covered or not, and the design and materials used in construction.

BOARD OR COMMITTEE RECOMMENDATION

The Building Code Advisory Board met to consider this ordinance on August 26th and voted unanimously to recommend approval to the Council and PCFD #5, Gig Harbor Fire & Medic One has endorsed passage of this ordinance.

RECOMMENDATION / MOTION

Move to: Approve Ordinance _____ amending the Section 15.16.190 of the Gig Harbor Municipal Code to provide for retroactive application of requirements for marina fire protection as proposed.

Towslee, Molly

From: Bower, Dick
Sent: Thursday, October 23, 2008 10:44 AM
To: Towslee, Molly
Subject: FW: Hazard Mitigation Plan
Attachments: image001.gif; image002.gif

From: Carol Morris [mailto:carol_a_morris@msn.com]
Sent: Thursday, October 23, 2008 10:36 AM
To: Bower, Dick
Subject: RE: Hazard Mitigation Plan

Okay, I have looked at it and it is fine. Thanks.

Carol A. Morris
Morris & Taraday, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
(360) 830-0328
F: (360) 850-1099

Subject: RE: Hazard Mitigation Plan
Date: Thu, 23 Oct 2008 08:41:59 -0700
From: BowerD@cityofgigharbor.net
To: carol_a_morris@msn.com

Carol-
Thanks for your speedy review and comments. Maybe I can clarify some things.

Re: Public comment. There have been a number of opportunities for public comment along the way. PC DEM staff has presented to the Council on two occasions and there have been two lightly attended public meetings conducted by DEM and held at FD#5 headquarters, as well as numerous open meetings during plan development. DEM has been very mindful of the requirement for public participation along the way with resulting approval by FEMA.

P 2-3 - The list includes both streets, and streets/alleys. We have very few "alleys" and any mitigation measures we take in the future and grants we might get for the work can be applied to streets and alleys alike (they're both surface transportation routes in our plans) so I chose to specify streets. This shouldn't be an issue when it comes to future mitigation measures or grants.

P3-3 - My understanding is that the list refers to local codes and ordinances we enforce. Since real estate disclosure is a matter of state law, and to my knowledge we don't have anything on the books that trumps state law, I gave it a no.

P3-4 - I don't know about funding one but I don't believe we have one in place. Or at least we didn't a year ago when this part of the plan was written. If we do stand up a board we can change it during plan maintenance when it happens.

P3-8 – The design review board wasn't listed because their scope doesn't generally have a ~~disaster~~ **Old Business** mitigation measures anticipated in the plan. If their charge evolves to where they are making decisions related to structural issues, critical areas/flood plain approvals, hardening of public infrastructure, or public education for disaster preparedness and mitigation we can certainly add them during plan maintenance when it occurs.

As far as the cost, there is no requirement to take any immediate action requiring funds. The plan describes the community, its vulnerabilities and capabilities, and identifies existing codes and ordinances such as building codes, critical areas and general land use controls, flood plain management, etc. that address issues associated with hazard mitigation. It also provides a menu of general mitigation measures we can consider and work toward implementing on our own schedule as we build new or upgrade existing City facilities. I kept the list fairly extensive so that when future mitigation grant opportunities that would benefit the City come available, we are in a position to be able to apply with strong standing due to the measure(s) being identified in the plan. It's really a matter of our continuing to do what we've been doing; consider mitigation measures identified in the plan as we further refine our codes/ordinances; and as time and resources allow implementing mitigation measures identified in the plan either through our own budgetary process or utilizing mitigation grants when available. I really don't see that there's a cost to the City by adoption of the plan. Any future costs will be vetted and worked through our normal budget process.

I hope this answers your questions. Please let me know if I can forward your approval with the resolution. Thanks.

Dick J. Bower, CBO
Building and Fire Safety Director
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
253.851.6137
253.858.6408 (fax)

From: Carol Morris [mailto:carol_a_morris@msn.com]
Sent: Wednesday, October 22, 2008 2:06 PM
To: Bower, Dick
Subject: RE: Hazard Mitigation Plan

Dick: Here are my comments:

There is some requirement to obtain public comment on this -- I assume that will be done.

p. 2-3, there is a "no" next to "streets/alleys." That puzzled me.

p. 3-3, there is a "no" next to Real Estate Disclosure -- there are state laws on real estate disclosure and we must observe certain state laws with regard to our zoning as well. I didn't understand why this one was a "no"

p. 3-4, there is a "no" next to Economic Development Board -- we just adopted a mainstreet program **Old Business - 2** economic development board, didn't we?

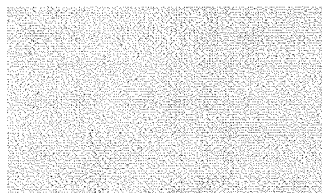
p. 3-8, the design review board wasn't listed.

In your agenda bill, you state that there is no cost associated with this plan. I think that many of the items in this plan could be costly, and I don't know when the City is required to perform. For example, we are to maintain security at our water plants, and we have a water tank that we can't even access by easement. It is located on private property, and we only have verbal permission to access the tank. I hope there is no penalty for not performing all of these things that we say we will do.

Other than that, it looks okay to me.

Carol A. Morris
Morris & Taraday, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
(360) 830-0328
F: (360) 850-1099

Subject: Hazard Mitigation Plan
Date: Tue, 21 Oct 2008 12:20:34 -0700
From: BowerD@cityofgigharbor.net
To: morrisc@cityofgigharbor.net
CC: TowsleeM@cityofgigharbor.net



Carol-

Attached is the agenda bill, resolution and draft hazard mitigation plan that we've worked with the Co. and contract cities to develop over the past few years. The plan has now been reviewed and approved by the county, state and FEMA and is now ready for local adoption. The plan gives guidance on strategies to mitigate potential disaster damage. Adoption of the plan is required by FEMA to enable us to apply for mitigation grants in the event of a future presidentially declared disaster. In accordance with City policy, I would like to ask that you review and approve the Agenda Bill, Resolution and Plan for inclusion in the Oct. 27th Council packet. Thanks for your assistance.

Dick J. Bower, CBO
Building and Fire Safety Director
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335
253.851.6137
253.858.6408 (fax)

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO MARINA FIRE PROTECTION AND AMENDING GIG HARBOR MUNICIPAL CODE SECTION 15.16.190 TO REQUIRE THE INSTALLATION OF SLIP IDENTIFICATION MARKINGS AND CLASS I, DRY, MANUAL STANDPIPE SYSTEMS IN ALL EXISTING MARINAS; AND THE INSTALLATION OF DRAFT CURTAINS AND SMOKE AND HEAT VENTS IN ALL EXISTING COVERED MARINAS ON OR BEFORE JANUARY 1, 2014; AND TO CORRECT A TYPOGRAPHICAL ERROR IN INTERNATIONAL FIRE CODE SECTION 4604.7.1.1.

WHEREAS, the City of Gig Harbor adopts the International Fire Code as amended by the State of Washington (Ch. 51-54 WAC); and

WHEREAS, the State has amended the International Fire Code to include a Chapter 46, Marinas, which provides requirements for marina fire protection and safety; and

WHEREAS, Chapter 46 includes provisions to reduce response times, increase protection system reliability, and reduce operating and maintenance costs by requiring installation of class I, dry, manual standpipe systems and slip identification signs (Addressing); and

WHEREAS, Chapter 46 also includes provisions to reduce the severity of fires in covered marinas by requiring draft curtains and heat and smoke vents be installed to slow fire spread; and

WHEREAS, The City has recent experience with a catastrophic fire in a covered marina contributed to, in part, by uncontrolled heat spread; the in-ability

to ventilate the roof structure; and reliability issues with existing wet standpipe systems;

WHEREAS, The City Council finds that slip addressing reduces fire department response time for all responses by providing an exact location within the marina when the incident location is not readily visible such as in medical and other non-fire emergencies; and that class 1, manual, dry standpipes improve marina fire protection by reducing fire department reaction time and improving system reliability, and are consistent with local fire department policies and procedures for marina fire fighting; and that draft curtains reduce fire spread by controlling the flow of heat and smoke below unprotected roof structures; and that automatic smoke and heat vents reduce fire spread and improve facility and personnel safety by safely and effectively removing smoke and heat from below the roof structure; and the Council finds that such safety measures should be installed on all existing marinas in the City; Now, Therefore,

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

Section 1. Section 15.16.190 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.16.190 Amendment to IFC Chapter 46.

IFC Chapter 46 is amended to read:

Chapter 46

MARINAS

Section 4601

Section 4601.1 Scope. Marina facilities shall be in accordance with this chapter.

4601.1.1 Plans and approvals. Plans for marina fire-protection facilities shall be approved prior to installation. The work shall be subject to final inspection and approval after installation.

4601.1.2 Permits. Permits are required to use open flame devices for maintenance or repair on vessels, floats, piers or wharves.

Section 4602 Definitions

Section 4602.1 Definitions. The following words and terms shall, for the purpose of this chapter and as used elsewhere in this code, have the meanings shown herein.

COVERED BOAT MOORAGE is a pier or system of floating or fixed access ways to which vessels on water may be secured and any portion of which are covered by a roof.

DRAFT CURTAIN is a structure arranged to limit the spread of smoke and heat along the underside of the ceiling or roof.

FLOAT is a floating structure normally used as a point of transfer for passengers and goods, or both, for mooring purposes.

GRAVITY-OPERATED DROP OUT VENTS are automatic smoke and heat vents containing heat-sensitive glazing designed to shrink and drop out of the vent openings when exposed to fire.

MARINA is any portion of the ocean or inland water, either naturally or artificially protected, for the mooring, servicing or safety of vessels and shall include artificially protected works, the public or private lands ashore, and structures or facilities provided within the enclosed body of water and ashore for the mooring or servicing of vessels or the servicing of their crews or passengers.

PIER is a structure built over the water, supported by pillars or piles, and used as a landing place, pleasure pavilion or similar purpose.

VESSEL is watercraft of any type, other than seaplanes on the water, used or capable of being used as a means of transportation. Included in this definition are non-transportation vessels such as houseboats and boathouses.

WHARF is a structure or bulkhead constructed of wood, stone, concrete or similar material built at the shore of a harbor, lake or river for vessels to lie alongside of, and piers or floats to be anchored to.

Section 4603
General Precautions

4603.1 Combustible Debris. Combustible debris and rubbish shall not be deposited or accumulated on land beneath marina structures, piers or wharves.

4603.2 Sources of Ignition. The use of open flame devices for lighting or decoration on the exterior of a vessel, float, pier or wharf shall have the prior approval of the building official/fire marshal.

4603.3 Flammable or Combustible Liquid Spills. Spills of flammable or combustible liquids at or upon the water shall be reported immediately to the fire department or jurisdictional authorities.

4603.4 Rubbish Containers. Containers with tight-fitting or self-closing lids shall be provided for the temporary storage of combustible trash or rubbish.

4603.5 Electrical Equipment. Electrical equipment shall be installed and used in accordance with its listing and Section 605 of the IFC as required for wet, damp and hazardous locations.

4603.6 Slip Identification. Slips and mooring spaces shall be individually identified by an approved numeric or alphabetic designator. Space designators shall be posted at the space. Signs indicating the space designators located on finger piers and floats shall be posted at the base of all piers, finger piers, floats, and finger floats.

4603.6.1 Application to existing marinas. Slip identification designators shall be installed in all existing marinas within the City's jurisdiction on or before January 1, 2014. All marinas annexed into the City shall have slip identification designators installed within 5 years of the effective date of annexation.

Section 4604
FIRE-PROTECTION

4604.1 General. Marinas, piers, wharves, floats with facilities for mooring or servicing five or more vessels, and marine motor vehicle fuel-dispensing stations shall be equipped with fire-protection equipment in accordance with Section 4604.

4604.2 Standpipes. Marinas shall be equipped throughout with Class I manual, dry standpipe systems in accordance with NFPA 303. Systems shall be provided with outlets located such that no point on the marina pier or float system exceeds 150 feet from a standpipe outlet.

4604.2.1 Application to existing marinas. Class 1 manual, dry standpipes in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014. All marinas annexed into the City shall have class one manual, dry standpipes installed within 5 years of the effective date annexation.

4604.2.1 Identification of standpipe outlets. Standpipe outlet locations shall be clearly identified by a flag or other approved means designed to be readily visible from the pier accessing the float system.

4604.3 Access and Water Supply. Piers and wharves shall be provided with fire apparatus access roads and water-supply systems with on-site fire hydrants when required by the building and fire safety director. At least one fire hydrant capable of providing the required fire flow shall be provided within an approved distance of standpipe supply connections.

4604.4 Portable Fire Extinguishers. One 4A:40BC fire extinguisher shall be provided at each standpipe outlet. Additional fire extinguishers, suitable for the hazards involved, shall be provided and maintained in accordance with Section 906.

4604.5 Communications. A telephone not requiring a coin to operate or other approved, clearly identified means to notify the fire department shall be provided on the site in a location approved by the building and fire safety director.

4604.6 Equipment staging areas. Space shall be provided on all float systems for the staging of emergency equipment. Staging areas shall provide a minimum of 4 feet wide by 10 feet long clear area exclusive of walkways and shall be located at each standpipe outlet. Staging areas shall be provided with barriers having a minimum height of 4 inches and a maximum space between the bottom barrier edge and surface of the staging area of 2 inches on the outboard sides to prevent loss of equipment overboard. A sign reading "Fire Equipment Staging Area-Keep Clear" shall be provided at each staging area to prevent obstruction.

4604.7 Smoke and heat vents. Approved automatic smoke and heat vents shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m²) in area, excluding roof overhangs.

Exception: Smoke and heat vents are not required in areas protected by automatic sprinklers.

4604.7.1 Application to existing marinas. Smoke and heat vents in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014. All marinas annexed into the City

shall have smoke and heat vent installed within 5 years of the effective date annexation.

4604.7.2 Design and installation. Where smoke and heat vents are required they shall be installed near the roof peak, evenly distributed and arranged so that at least one vent is over each covered berth. The effective vent area shall be calculated using a ratio of one square foot of vent to every fifteen square feet of covered berth area (1:15). Each vent shall provide a minimum opening size of 4 ft. x 4 ft.

4604.7.2.1 Smoke and heat vents. Smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at 100°F (56°C) above ambient.

Exception: Gravity-operated ~~drip~~ drop out vents.

4604.7.2.2 Gravity-operated drop out vents. Gravity-operated drop out vents shall fully open within 5 minutes after the vent cavity is exposed to a simulated fire represented by a time-temperature gradient that reaches an air temperature of 500°F (260°C) within 5 minutes.

4604.8 Draft curtains. Draft curtains shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m²) in area excluding roof overhangs.

Exception: Draft curtains are not required in areas protected by automatic sprinklers.

4604.8 Application to existing marinas. Draft curtains in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014. All marinas annexed into the City shall have draft curtains installed within 5 years of the effective date of annexation.

4604.8.1 Draft curtain construction. Draft curtains shall be constructed of sheet metal, gypsum board or other approved materials that provide equivalent performance to resist the passage of smoke. Joints and connections shall be smoke tight.

4604.8.2 Draft curtain location and depth. The maximum area protected by draft curtains shall not exceed 2,000 square feet (186 m²) or two slips or berths, whichever is smaller. Draft curtains shall not extend past the piling line. Draft curtains shall have a minimum depth of 4 feet and shall not extend closer than 8 feet (2438 mm) to the walking surface of the pier

Section 4607
MARINE MOTOR VEHICLE FUEL-DISPENSING STATIONS

4607.1 Fuel-Dispensing. Marine motor vehicle fuel-dispensing stations shall be in accordance with IFC Chapter 22.

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. Copies of Codes Filed with City Clerk. Pursuant to RCW 35A.12.140, copies of all of the codes adopted by reference in this Ordinance have been filed with the City Clerk for use and examination by the public prior to adoption.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 200_.

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



Subject: Second Reading of Ordinance –
2008 Comprehensive Plan Amendments

Proposed Council Action: Review
amendments and develop findings for final
reading of the ordinance

Dept. Origin: Planning Department

Prepared by: Tom Dolan *TD*
Planning Director

For Agenda of: October 27, 2008

Exhibits: Draft Ordinance; Planning Commission
recommendation.

Initial & Date

Concurred by Mayor: CLH 10/23
Approved by City Administrator: RJK 10/23
Approved as to form by City Atty: _____
Approved by Finance Director: DR 10/23
Approved by Department Head: TD 10/23/08

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The City Council should consider each of the nine Comprehensive Plan Amendments proposed for the 2008 cycle after a public hearing:

- 1. APPLICATION COMP 07-0005: Gig Harbor Wastewater Comprehensive Plan Amendment to Sewer Basin C14**
 The proposed Comprehensive Plan amendment, requested by Harbor Reach Estates LLC, would amend text and maps related to the Sewer Basin C14 in the Gig Harbor Wastewater Comprehensive Plan.
- 2. Application COMP 08-0001: 3700 Grandview Street Comprehensive Land Use Map Amendment**
 The proposed Comprehensive Plan amendment, requested by MP8 LLC and Pioneer & Stinson LLC, would change the land use designation for 4.27 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation.
- 3. Application COMP 08-0002: Parks, Recreation and Open Space Element Update**
 The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would update, revise and add to the list and descriptions for current and planned parks, recreation and open space projects. The amendment will allow the City to update its park impact fees.

4. Application COMP 08-0003: 3720 Harborview Drive Land Use Map Amendment

The proposed Comprehensive Plan amendment, requested by Michael Averill of Lighthouse Square LLC, would change the land use designation for one parcel of property (approximately ¼ acre) located at 3720 Harborview Drive, currently occupied by Lighthouse Marine and Speedy Auto Glass, from a Residential Low (RL) designation to a Residential Medium (RM) designation.

5. Application COMP 08-0004: Area-Wide Land Use Map Amendment

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor Planning Commission, would correct inconsistencies between the Land Use Map and the Zoning Map. The three amendments include:

1. A land use designation change from Residential Medium (RM) to Residential Low (RL) of approximately 38 acres along the west side of Soundview Drive zoned R-1;
2. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 16.5 acres between Soundview Drive and Harborview Drive near the old ferry landing zoned R-2; and,
3. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 250 acres between Burnham Drive and State Route 16 in the Urban Growth Area with pre-annexation zoning of R-2.

6. Application COMP 08-0005: Gig Harbor Wastewater Comprehensive Plan Amendments to Sewer Basins C1, C5 and C8

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend sewer basin boundaries to reflect actual conditions for Sewer Basins C1, C5 and C8 contained in the Gig Harbor Wastewater Comprehensive Plan.

7. Application COMP 08-0006: Utilities Element Update

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would add a goal to the Utilities Element to allow for the potential creation and utilization of reclaimed (Class A) water at the City's Wastewater Treatment Plant.

8. Application COMP 08-0007: Capital Facilities Plan Update

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Capital Facilities Plan to update the stormwater, wastewater, water system, parks, recreations and open space, and transportation improvement projects included in the six-year and twenty-year improvement project lists. The City currently has a consultant under contract to assist with the development of the City's Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models. The models will then be used to test and finalize the six-year and long range transportation improvement project list included in the Capital Facilities Plan. This work is currently in progress and is scheduled to be completed in draft form by May 23rd with a final report due June 16th. This will allow staff the time to incorporate changes into the proposed amendments sent to the Planning Commission.

9. **Application COMP 08-0008: Transportation Element Update**

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Transportation Element, correcting inconsistencies and incorporating new information resulting from work in progress to identify key transportation capacity improvement projects using updated growth and traffic modeling information. As discussed above, the staff will update this amendment, as appropriate, based on the information garnered from the Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models which are currently being developed.

The Planning Commission reviewed the 9 proposed amendments at 2 public hearings and 5 work study sessions. Approximately twenty (20) members of the public testified or provided written comments. At their September 18, 2008 work study session, the Planning Commission voted to recommend that 8 of the proposed amendments be approved and that one amendment (COMP 08-0001: 3700 Grandview Street Comprehensive Land Use Map Amendment) be denied. A memorandum from the Planning Commission discussing their findings is attached. The City Council has been provided binders containing copies of the specific amendments together with planning staff reports and Planning Commission minutes for the meetings at which they discussed the amendments.

At the public hearing and first reading of the 2008 Comprehensive Plan Amendments, proponents for the **COMP 08-0001: 3700 Grandview Street Comprehensive Land Use Map Amendment** proposed an alternative amendment that would provide additional specificity to the proposed amendment. Consideration of a revised proposal will require a second advertised public hearing on November 10, 2008. The applicants have indicated that copies of the revised amendment will be provided prior to the second reading of ordinance. The applicant's have proposed to enter into a development agreement with the City regarding the proposed comp plan amendment. As of October 22, 2008, the City Attorney has not had the opportunity to review the latest version of the development agreement and may not be able to provide comments on the agreement at the October 27 meeting. It is anticipated that the City Attorney will have reviewed and provided comments on the development agreement prior to the second public hearing before the City Council on November 10 public hearing.

POLICY ANALYSIS

The process for Comprehensive Plan amendment (Chapter 19.09) states that the City Council shall consider the Planning Commission's recommendations and after considering the criteria found in GHMC 19.09.170 and 19.09.130 make written findings regarding each application's consistency or inconsistency with the criteria. Those amendments which are consistent with the criteria should be approved.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on July 23, 2008 per WAC 197-11-340(2). The appeal period for the DNS expired on September 28, 2008.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

Having reviewed the proposed 2008 Comprehensive Plan amendments the City of Gig Harbor Planning Commission recommended the City Council **APPROVE** 8 proposed Comprehensive Plan amendments and **DENY** one proposed Comprehensive Plan amendment (COMP 08-0001).

RECOMMENDATION / MOTION

Review amendments and develop findings for the final reading of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY OF GIG HARBOR COMPREHENSIVE LAND USE PLAN FOR THE 2008 ANNUAL CYCLE: AMENDING TEXT AND MAPS RELATED TO SEWER BASIN C14 (COMP 07-0005); AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR 4.27 ACRES OF PROPERTY LOCATED AT 3700 GRANDVIEW STREET FROM RESIDENTIAL LOW (RL) TO RESIDENTIAL MEDIUM (RM) (COMP 08-0001); AMENDING THE PARKS, RECREATION AND OPEN SPACE PLAN TO ADD THREE ADDITIONAL PROPERTIES FOR AQUISITION (COMP 08-0002); AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR .5 ACRES OF PROPERTY LOCATED AT 3720 HARBORVIEW DRIVE STREET FROM RESIDENTIAL LOW (RL) TO RESIDENTIAL MEDIUM (RM) (COMP 08-0003); AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR 3 AREAS OF THE CITY TO ELIMINATE EXISTING INCONSISTENCIES BETWEEN THE ADOPTED ZONING OF THE PROPERTIES AND THE COMPREHENSIVE PLAN LAND USE MAP (COMP 08-0004); AMENDING THE WASTEWATER COMPREHENSIVE PLAN ELEMENT TO REVISE SEWER BASIN BOUNDARIES FOR SEWER BASINS C1, C5 AND C8 (COMP 08-0005); AMENDING THE UTILITIES ELEMENT OF THE COMPREHENSIVE PLAN TO ADD A GOAL THAT WOULD ALLOW FOR THE POTENTIAL CREATION AND UTILIZATION OR RECLAIMED WATER (CLASS A) AT THE CITY WASTEWATER TREATMENT PLANT (COMP 08-0006); AMENDMENT OF THE CAPITAL FACILITIES ELEMENT TO UPDATE THE SIX-YEAR AND TWENTY-YEAR IMPROVEMENT PROJECT LISTS, (COMP 08-0007); AMENDING THE TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN TO CORRECT INCONSISTENCIES AND INCORPORATE NEW INFORMATION RESULTING FROM WORK IN PROGRESS (COMP 08-0008).

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

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

WHEREAS, the City adopted a revised GMA Comprehensive Plan as required by RCW 36.70A.130 (4) in December 2004; and

WHEREAS, the City is required to consider suggested changes to the Comprehensive Plan (RCW 36.70A.470); and

WHEREAS, the City may not amend the Comprehensive Plan more than once a year (RCW 36.70A.130); and

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

WHEREAS, on April 28, 2008, the City Council evaluated the comprehensive plan amendment applications submitted for the 2008 annual cycle, and held a public hearing on such applications; and

WHEREAS, on May 12, 2008, the City Council forwarded nine comprehensive plan amendment applications to the Planning Commission for further processing in the 2008 Comprehensive Plan annual cycle; and

WHEREAS, on July 18, 2008, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for comprehensive plan amendment applications, pursuant to WAC 197-11-340(2) which was not appealed; and

WHEREAS, the Planning Director notified the Washington State Office of Community Development of the City's intent to amend the Comprehensive Plan and forwarded a copy of the proposed amendments on July 23, 2008 pursuant to RCW 36.70A.106; and

WHEREAS, the Planning Commission held work study sessions on to discuss the applications on July 17, 2008, August 7, 2008, August 21, 2008, September 4, 2008 and September 18, 2008; and

WHEREAS, the Planning Commission held a public hearings on comprehensive plan amendments on August 7, 2008 and September 4, 2008; and

WHEREAS, on September 18, 2008 the Planning Commission voted to recommend approval of 8 proposed amendments (COMP 07 – 0005, COMP 08-0002, COMP 08-0003, COMP 08-0004, COMP 08-0005, COMP 08-0006, COMP 08-0007, COMP 08-0008) and recommend denial of one proposed amendment (COMP 08-0001) as documented in the Planning Commission's written recommendation signed by Planning Commission Vice-Chair, Harris Atkins, dated October 2, 2008; and

WHEREAS, the Gig Harbor City Council held a public hearing and first reading of an Ordinance implementing the recommendations of the Planning Commission amending the Comprehensive Plan on October 13, 2008; and

WHEREAS, the Gig Harbor City Council held a second public hearing and second reading of an Ordinance implementing the recommendations of the Planning Commission amending the Comprehensive Plan on _____; Now, Therefore,

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

Section 1. Comprehensive Plan Text Amendments.

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

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

C. **Testimony.** The following persons testified on the applications at the October 13, 2008 public hearing:

[To be inserted after public hearing]

D. **Criteria for Approval.** The process for Comprehensive Plan amendments (Chapter 19.09) states that the City Council shall consider the Planning Commission's recommendations and after considering the criteria found in GHMC 19.09.170 and 19.09.130 make written findings regarding each application's consistency or inconsistency with the criteria. The criteria found in GHMC 19.09.170 and 19.09.130 is as follows:

19.09.170 Criteria for approval.

A. The proposed amendment meets concurrency requirements for transportation as specified in Chapter 19.10 GHMC;

B. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect adopted levels of service standards for other public facilities and services such as parks, police, fire, emergency medical services and governmental services;

C. The proposed amendments will not result in overall residential capacities in the city or UGA that either exceed or fall below the projected need over the 20-year planning horizon; nor will the amendments result in densities that do not achieve development of at least four units per net acre of residentially designated land;

D. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

1. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

2. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

3. Needed infrastructure, facilities and services will be funded by the developer under the terms of a developer's agreement associated with this comprehensive plan amendment; or

4. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

5. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met.

E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;

F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services;

G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses and the zoning district locational criteria contained within the comprehensive plan and zoning code;

H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general;

I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.

19.09.130 Considerations for decision to initiate processing.

A. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and

B. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments.

E. Applications.

1. COMP 07-0005, Wastewater Element.

Summary: The proposed Comprehensive Plan amendment, requested by Harbor Reach Estates LLC, would amend text and maps related to the Sewer Basin C14 in the Gig Harbor Wastewater Comprehensive Plan.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

2. COMP 08-0001, Comprehensive Plan Land Use Map Amendment.

Summary: The proposed Comprehensive Plan amendment, requested by MP8 LLC and Pioneer & Stinson LLC, would change the land use designation for 4.27 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

3. COMP 08-0002, Parks, Recreation and Open Space Amendment.

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would update, revise and add to the list and descriptions for current and planned parks, recreation and open space projects. The amendment will allow the City to update its park impact fees.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

4. COMP 08-0003, Comprehensive Plan Land Use Map Amendment.

Summary: The proposed Comprehensive Plan amendment, requested by Michael Averill of Lighthouse Square LLC, would change the land use designation for one parcel of property (approximately ½ acre) located at 3720 Harborview Drive, currently occupied by Lighthouse Marine and Speedy Auto Glass, from a Residential Low (RL) designation to a Residential Medium (RM) designation.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

5. COMP 08-0004, Comprehensive Plan Land Use Map Amendment.

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor Planning Commission, would correct inconsistencies between the Land Use Map and the Zoning Map. The three amendments include:

1. A land use designation change from Residential Medium (RM) to Residential Low (RL) of approximately 38 acres along the west side of Soundview Drive zoned R-1;
2. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 16.5 acres between Soundview Drive and Harborview Drive near the old ferry landing zoned R-2; and,
3. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 250 acres between Burnham Drive and State Route 16 in the Urban Growth Area with pre-annexation zoning of R-2.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

6. COMP 08-0005, Wastewater Element.

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend sewer basin boundaries to reflect actual conditions for Sewer Basins C1, C5 and C8 contained in the Gig Harbor Wastewater Comprehensive Plan.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

7. COMP 08-0006, Utilities Element.

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would add a goal to the Utilities Element to allow for the potential creation and utilization of reclaimed (Class A) water at the City's Wastewater Treatment Plant.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

8. COMP 08-0007, Capital Facilities Element.

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Capital Facilities Plan to update the stormwater, wastewater, water system, parks, recreations and open space, and transportation improvement projects included in the six-year and twenty-year improvement project lists. The City currently has a consultant under contract to assist with the development of the City's Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models. The models will then be used to test and finalize the six-year and long range transportation improvement project list included in the Capital Facilities Plan. This work is currently in progress and is scheduled to be completed in draft form by May 23rd with a final report due June 16th. This will allow staff the time to incorporate changes into the proposed amendments sent to the Planning Commission.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

9. COMP 08-0008, Transportation Element.

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Transportation Element, correcting inconsistencies and incorporating new information resulting from work in progress to identify key transportation capacity improvement projects using updated growth and traffic modeling information. As discussed above, the staff will update this amendment, as appropriate, based on the information garnered from the Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models which are currently being developed.

Findings:

[To be inserted after public hearing and Council review]

Conclusion:

[To be inserted after public hearing and Council review]

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

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ____ day of ____, 2008.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

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



COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF RECOMMENDATION

**CITY OF GIG HARBOR PLANNING COMMISSION
2008 COMPREHENSIVE PLAN AMENDMENTS**

TO: City of Gig Harbor
FROM: Harris Atkins, Vice Chair *Harris Atkins*
DATE: October 2, 2008
RE: Applications: COMP 07-0005, COMP 08-0001, COMP 08-0002,
COMP 08-0003, COMP 08-0004, COMP 08-0005, COMP 08-0006,
COMP 08-0007 and COMP 08-0008

Having reviewed the Comprehensive Plan amendments included in the 2008 cycle after public hearings on August 7, 2008 and September 4, 2008, the City of Gig Harbor Planning Commission recommends the City Council **APPROVE** 8 of the proposed Comprehensive Plan amendments and **DENY** one proposed Comprehensive Plan amendment. The following is a summary of each proposed 2008 Comprehensive Plan amendment together with the Planning Commission's recommendation.

COMP 07-0005:

The proposed Comprehensive Plan amendment, requested by Harbor Reach Estates LLC, would amend text and maps related to the Sewer Basin C14 in the Gig Harbor Wastewater Comprehensive Plan.

Planning Commission Recommendation: Approval. The application is consistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan.

COMP 08-0001:

The proposed Comprehensive Plan amendment, requested by MP8 LLC and Pioneer & Stinson LLC, would change the land use designation for 4.27 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation.

Planning Commission Recommendation: Denial. The Planning Commission found that the request was inconsistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's

Comprehensive Plan. Although requesting a medium intensity designation for the entire property, the applicant's request contains two separate proposals for the site. The northerly 2 acres is proposed to be developed with 7 duplexes and the southerly 2 acres is proposed to be developed by one or more buildings containing a mix of office and residential uses. The applicants submitted a draft development agreement that would limit the use of the property to those uses. The applicants requested that the City consider the duplex and office portions of the project separately. After careful review, the Commission found that the request was inconsistent with the goals, policies and objectives of the comprehensive plan. In terms of the proposed duplexes, the Commission felt that changing the northerly portion of the site to Residential Medium to allow a rezone to R-2 would be inconsistent with Land Use Element Policy 2.2.2. This policy seeks to define and protect the integrity of small planning areas, particularly residential neighborhoods. The construction of duplexes adjacent to existing single family residences could have an adverse impact upon the single family homes. The commission further felt that duplexes could create a precedent for similar requests further down the hill to the north. The Commission questioned the need for the duplexes to be located between the proposed office building(s) and the single family homes to the north. The proposed mixed use development on the south half of the overall site is currently zoned RB-1. The applicants are proposing to rezone the site to RB-2 if the comp plan amendment is approved. The intent statements of both RB-1 and RB-2 state that those districts are intended to act as buffers adjacent to lower density residential uses. Therefore, there should not be a need to buffer the existing single family homes from the proposed mixed use development. The Planning Commission voted unanimously to recommend denial of this portion of the requested Comp Plan Amendment.

The Planning Commission also felt that the proposed mixed use development on the southerly half of the site was inconsistent with the goals, policies and objectives of the Comprehensive Plan. The applicants indicate that if the Land Use Map is changed to designate the site Residential Medium, they intend to rezone the property RB-2. As previously stated, the site is currently zoned RB-1. There are two major differences between RB-1 and RB-2. The RB-2 zone allows multiple family housing and the RB-1 only allows single family. The RB-1 zone has a maximum building size of 5,000 square feet and the RB-2 zone has no maximum size limit. The applicant has discussed the construction of one or more structures up to 3 stories in height. The goals and policies of the Community Design Element of the Comprehensive Plan discuss the importance of scale as it relates to the surrounding area. The Commission was concerned that a change to the Land Use Map that led to the rezoning of the site to RB-2 could adversely affect the neighborhood's scale, which for the most part consists of single story and 1 ½ story commercial buildings.

There are several policies in the Comprehensive Plan that discuss the importance of retaining existing vegetation. The applicants have indicated that they will retain existing vegetation as required under the existing zoning regulations. The Planning Commission could not evaluate the retention of existing vegetation in that the plans submitted by the applicant did not provide conceptual building locations, parking or vegetation retention detail.

Criteria 19.09.170 G. requires that in the case of a comp plan land use map amendment, the subject parcel must be physically suitable for the allowed uses in the designation requested, including compatibility with existing and planned surrounding land uses. Testimony at the public hearing brought into question whether the proposed land use map amendment would result in a development that would be compatible with the surrounding uses which are predominately single family homes to the north and east. After careful consideration, it is the position of the Planning Commission that the proposed duplexes and future large multiple story building or building would not be compatible with the surrounding land uses. The Planning Commission voted 3 – 2 to deny this portion of the Comp plan Amendment.

Based upon the above, the Planning Commission respectfully recommends denial of application COMP 08-0001.

COMP 08-0002:

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would update, revise and add to the list and descriptions for current and planned parks, recreation and open space projects. The amendment will allow the City to update its park impact fees.

Planning Commission Recommendation: Approval. The application is consistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan.

COMP 08-0003:

The proposed Comprehensive Plan amendment, requested by Michael Averill of Lighthouse Square LLC, would change the land use designation for one parcel of property (approximately 1/2 acre) located at 3720 Harborview Drive, currently occupied by Lighthouse Marine and Speedy Auto Glass, from a Residential Low (RL) designation to a Residential Medium (RM) designation.

Planning Commission Recommendation: Approval. The application is consistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan.

COMP 08-0004:

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor Planning Commission, would correct inconsistencies between the Land Use Map and the Zoning Map. The three amendments include:

1. A land use designation change from Residential Medium (RM) to Residential Low (RL) of approximately 38 acres along the west side of Soundview Drive zoned R-1;
2. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 16.5 acres between Soundview Drive and Harborview Drive near the old ferry landing zoned R-2; and,
3. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 250 acres between Burnham Drive and State Route 16 in the Urban Growth Area with pre-annexation zoning of R-2.

Planning Commission Recommendation: Recommend approval for map areas 1 and 3. Recommend approval of map area 2 with the exception that the southern boundary be redrawn to exclude the 6 southerly parcels along Grandview Place.

For map areas 1, 2 and 3 (with the exception of the southerly six parcels of land in map area 2) the application is consistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan. In that the southerly six parcels in map area 2 are developed with single family dwellings, the existing land use map designation of Residential Low should be retained.

COMP 08-0005:

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend sewer basin boundaries to reflect actual conditions for Sewer Basins C1, C5 and C8 contained in the Gig Harbor Wastewater Comprehensive Plan.

Planning Commission Recommendation: Approval. The application is consistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan.

COMP 08-0006:

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would add a goal to the Utilities Element to allow for the potential creation and utilization of reclaimed (Class A) water at the City's Wastewater Treatment Plant.

Planning Commission Recommendation: Approval. The application is consistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan.

COMP 08-0007:

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Capital Facilities Plan to update the stormwater, wastewater, water system, parks, recreations and open space, and transportation improvement projects included in the six-year and twenty-year improvement project lists. The City currently has a consultant under contract to assist with the development of the City's Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models. The models will then be used to test and finalize the six-year and long range transportation improvement project list included in the Capital Facilities Plan.

Planning Commission Recommendation: Approval. The application is consistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan.

COMP 08-0008:

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Transportation Element, correcting inconsistencies and incorporating new information resulting from work in progress to identify key transportation capacity improvement projects using updated growth and traffic modeling information. As discussed above, the staff will update this amendment, as appropriate, based on the information garnered from the Future (Six-Year horizon) and Long Range (Twenty-Year horizon) traffic models which are currently being developed.

Planning Commission Recommendation: Approval. The application is consistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan.

The Planning Commission made these recommendations after reviewing the criteria for approval found in GHMC 19.09.170:

19.09.170 Criteria for approval.

Every applicant for a comprehensive plan amendment must demonstrate how each of the following criteria for approval has been satisfied in their application materials. The city council, in addition to the consideration of the conditions set forth in GHMC 19.09.130, shall make written findings regarding each application's consistency or inconsistency with each of the following criteria:

A. The proposed amendment meets concurrency requirements for transportation as specified in Chapter 19.10 GHMC;

B. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect adopted levels of service standards for other public facilities and services such as parks, police, fire, emergency medical services and governmental services;

C. The proposed amendments will not result in overall residential capacities in the city or UGA that either exceed or fall below the projected need over the 20-year planning horizon; nor will the amendments result in densities that do not achieve development of at least four units per net acre of residentially designated land;

D. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

1. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

2. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

3. Needed infrastructure, facilities and services will be funded by the developer under the terms of a developer's agreement associated with this comprehensive plan amendment; or

4. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

5. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met.

E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;

F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services;

G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses and the zoning district locational criteria contained within the comprehensive plan and zoning code;

H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general;

I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.

cc: Planning File

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR, MP8 LLC AND PIONEER &
STINSON LLC, FOR THE
PIONEER & STINSON DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2008, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the "City," MP8, a limited liability corporation organized under the laws of the State of Washington, located at 363 7th Lane, Fox Island, WA and Pioneer & Stinson a limited liability corporation organized under the laws of the State of Washington, located at 3312 Rosedale Street, Gig Harbor, WA, hereinafter referred to collectively as the "Developer."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Gig Harbor and the Developer (hereinafter the "Development Agreement"), relates to the development known as Pioneer and Stinson, which is located at the top of Stinson and Pioneer with frontage on Grandview: (with a street address of 3700 Grandview Street) (hereinafter the "Property"); and

WHEREAS, the following events have occurred in the processing of the Developer's application:

SEE NOTE BELOW

This draft agreement was received on 10/23 and was not reviewed by the City Attorney prior to distribution to the City Council.

Tom Dolan

a) By Ordinance No. ___, the City amended the City's Comprehensive Plan land use designation for the Property to _____;

b) After a public hearing, by Ordinance No. ___, the City Council authorized the Mayor to sign this Development Agreement with the Developer; and

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* The Project is the development and use of the Property, consisting of 4.27 acres in the City of Gig Harbor. The Comprehensive Plan Amendment describes the Project as changing the land use designation from Residential-Low to Residential-Medium for the uphill 2 acre portion of the property leading to a future application to rezone that portion of the project site from RB-1 to RB-2. The lower 2.67 acres will remain designated Residential-Low and will continue to be zoned R-1. The upper 2 acres will be developed with two mixed use buildings containing residential units over office and/or other non-residential space as allowed in the RB-2 zone. A portion of the on-site parking requirements for the uphill 2 acres will be located in below average grade parking structures underneath each of the two buildings, with the size being limited to the size of the first floor of the building above.

Section 2. *The Subject Property.* The Project site is legally described in Exhibit "A", attached hereto and incorporated herein by this reference.

Section 3. *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) "Adopting Ordinance" means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b) "Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

c) "Council" means the duly elected legislative body governing the City of Gig Harbor.

d) "Design Guidelines" means the Gig Harbor Design Manual, as adopted by the City.

e) "Director" means the City's Community Development Director or Director of Planning and Building.

f) "Effective Date" means the effective date of the Adopting Ordinance.

g) "Existing Land Use Regulations" means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

h) "Landowner" is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is identified in Section 5 of this Agreement.

i) "Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4. *Exhibits.* Exhibits to this Agreement are as follows:

- a) Exhibit A – legal description of the Subject Property.
- b) Exhibit B – site plan
- c) Exhibit C – sight-line plan/site sections
- d) Exhibit D – perspective drawing

Section 5. *Parties to Development Agreement.* The parties to this Agreement are:

a) The "City" is the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.

b) The "Developer" or Owner is a private enterprise which owns the Subject Property in fee, and whose principal office is located at 3312 Rosedale Street, Suite 201, Gig Harbor, WA 98335.

c) The "Landowner." From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

Section 6. *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force for a period of 5 years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 9. Permitted Uses and Development Standards.

- A. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, all exhibits incorporated herein, or as allowed through approval of future permits and approvals granted by the City that are consistent with this Agreement.
- B. Within 2 years of the effective date of Comprehensive Plan Amendment, the Developer shall submit application to the City for rezone of the property, consistent with the comprehensive plan amendment approved by the City on _____. Along with the rezone application, the Developer will also submit applications for development of the property to the City. This development application shall reflect the following:
 - 1. As to the upper two acres of the Property, shown in Exhibit B as Area 1, the Developer shall limit the use and development of the Property to two mixed use buildings with residential units over office, and/or other non-residential uses as allowed by the RB-2 zone. Parking for the buildings will be provided to the greatest extent possible underneath each building in below average grade structures located underneath each building. By execution of this Agreement, the City does not agree to approve any subsequent permit applications showing development of Area 1 with these uses. The parties acknowledge that the review and processing of any development applications must follow the City's permit processing procedures, and that nothing in this Agreement shall alter these procedures (as they exist or may exist in the future). By execution of this Agreement, the City only agrees that during the five year term of the Agreement, the zoning applicable to Area 1

shall allow mixed uses, such as residential, office and/or other non-residential uses as allowed by the RB-2 zone. Developer agrees that it shall not develop Area 1 with any other uses.

2. As to the lower acreage of the Property, shown in Exhibit B as Area 2, the Developer shall limit use and development of the property to a single family subdivision. By execution of this Agreement, the City does not agree to approve any subsequent permit applications showing development of Area 2 with these uses. The parties acknowledge that the review and processing of any development applications must follow the City's permit processing procedures, and that nothing in this Agreement shall alter these procedures (as they exist or may exist in the future). Developer agrees that it shall not develop Area 2 with any other uses.

3. A 40' wide dense vegetative screen will be planted adjacent to the northern property line of the 4.27 acre project site. This buffer will be planted prior to occupancy of the first new building within the 4.27 acre project site. This buffer will extend from Pioneer Way to Stinson Avenue. Underneath and below ground, prior to the buffer being planted, the Developer may choose to install a storm drainage vault to accommodate the stormwater runoff from the single family plat. The vault would be installed deep enough to allow all required plantings and irrigation will be installed above the vault. If this option is selected, the civil engineer and the landscape architect will each certify that such co-location will allow the vault and landscaping to both function properly.

4. A 40' wide dense vegetative screen will be planted adjacent to and south of the northerly line of the southerly two acre portion of the project site. This buffer will be planted prior to occupancy of the first new building within the 4.27 acre project site. This buffer will extend from Pioneer Way to Stinson Avenue.

5. A 25' wide perimeter buffer will surround the balance of the lower 2.27 acre, single-family plat portion of the project. This buffer will only be broken where road access is provided. This buffer will not be installed or required along the southern boundary of this portion of the project site since this area will only have a plat road adjacent and the upper portion of the site will have a 40' dense vegetative screen along the common property line.

6. Significant Tree preservation will exceed the minimum requirement by at least 50% under current code. Current code required 20% to be retained and this Project will retain at least

30% of existing trees across the 4.27 acre site. Wherever possible, additional trees will be preserved as well, with emphasis on preserving healthy “clumps” or “stands”.

7. The westerly mixed use building closest to Stinson Avenue will contain no more than 12,000 square feet of office/non-residential space on the first floor with an equal amount of square footage dedicated to parking below average grade. The second floor will contain no more than 85% of the square footage of the first floor, and this space will be dedicated to residential uses only. The intent of the square footage floor-to-floor reduction is to have the residential façade modulated from the floor below.

8. The easterly mixed use building closest to Pioneer Way will contain no more than 15,000 square feet of office/non-residential space on the first floor with an equal amount of square footage dedicated to parking below average grade. The second floor will contain no more than 85% of the square footage of the first floor, and this space will be dedicated to residential uses only. The intent of the square footage floor-to-floor reduction is to have the residential façade modulated from the floor below.

9. The intent of the below average grade parking is to have as much of the parking as practical sub-terrainian and limit amount of garage wall façade that is exposed. Where existing grades makes it impractical to eliminate the exposure, the exposed façade will have architectural treatments added pursuant to Design Review Board recommendations.

Section 10. Modifications. Modifications from the approved exhibits attached hereto may be approved in accordance with the provisions of the City’s code, and shall not require an amendment to this Agreement.

Section 11. Further Discretionary Actions. Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

Section 12. Design Review. In order to ensure maximum public involvement throughout the entitlement process, the Developer agrees to bring the project to the Design Review Board (DRB) for review of all items associated with design of the project. It is the Developer’s intent to conform to all the Specific Requirements of the Design Manual (17.98 GHMC), but they will bring the project to the DRB prior to the

Hearing Examiner in order to solicit DRB input and allow for public comment on the project's design elements. It is anticipated that the DRB may recommend alternative design solutions to the Specific Requirements if it finds that such alternative designs represent superior solutions while still meeting the General Requirements and respecting the integrity of the Project as proposed.

Section 13. Existing Land Use Fees and Impact Fees.

A. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in chapter 19.12 of the Gig Harbor Municipal Code.

Section 14. Phasing of Development. The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Subject Property to have the rate of development determined by the Developer. However, the parties also acknowledge that because the Project will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project shall be constructed according to the following schedule:

A. Street Improvements.

Any street improvements (as required by the approval of the Comprehensive Plan Amendment or subsequent approvals associated with the Property) to Pioneer, Stinson or Grandview will be completed prior to occupancy of the first building within the Project or such other time as the City may determine following review of a site specific Traffic Impact Analysis.

B. Potable Water and Fire Flow Facilities.

Any improvements needed for potable water will be completed prior to occupancy of the first building within the Project. Any improvements needed for fire flow will be completed prior to the issuance of building permits for any building within the Project.

C. Sewer Facilities.

At the time of this amendment, the City is unable to issued concurrency certificates for any new projects. However, GHMC 19.09.170D allows for projects to move forward if one of five criteria are met. Criteria #2 allows

for the project to move forward if the City's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the City's capital facilities plan. In this case, the needed infrastructure, facilities and services relate to expansion of the waste water treatment plant and on-shore outfall transmission lines. The on-shore project is currently under construction while the treatment plant expansion is permitted and construction is scheduled to be completed by the end of 2009. These facts allow this project to move forward. However, any Project applications filed prior to the treatment plant expansion will be subject to the provisions of GHMC 19.02.035.

D. Utilities.

Other than sanitary sewers, any utility improvements needed will be completed prior to occupancy of the first building within the Project

E. Parks and Open Space.

Not applicable

Section 15. Dedication of Public Lands. Except as otherwise provided herein, the Developer shall dedicate all public lands required in the permits/approvals within ninety (90) days of the Effective Date of this Agreement. Dedication shall be considered by the City in the following schedule:

A. Parks. With regard to parks within the Subject Property, each park site (or portion of the community park site, which is to be dedicated in phases) shall be dedicated to the City as the maps for the phases of the subdivisions are approved and recorded.

B. Rights-Of-Way. Within fifteen (15) days of submission of an application for final plat to the City for any phase of the development, the Developer agrees to dedicate any or all road rights-of-way without expense to the City.

Section 16. Default.

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code for violations of this Development Agreement and the Code.

Section 17. Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

Section 18. Termination. This Agreement shall expire and/or terminate as provided below:

A. This Agreement shall expire and be of no further force and effect if the Developer does not apply for development of the Property consistent with the Comprehensive Plan Amendment granted under Ordinance No. _____, within two years of the execution of this Agreement by both parties.

B. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

C. This Agreement shall terminate upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

Section 19. Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 20. Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the

entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

Section 21. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 22. Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 23. Unified Control & Development. The project will be developed as a single 4.27 acre project by the Developer. MP8 LLC and Pioneer & Stinson LLC agree to bind themselves to each other, to the City and to this Agreement to pursue development of the project jointly.

Section 24. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

Section 25. Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property,

provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 26. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 27. Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

Section 28. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 29. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 30. Specific Performance. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 31. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

OWNER/DEVELOPER:

CITY OF GIG HARBOR

By _____
Its _____

By _____
Its Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

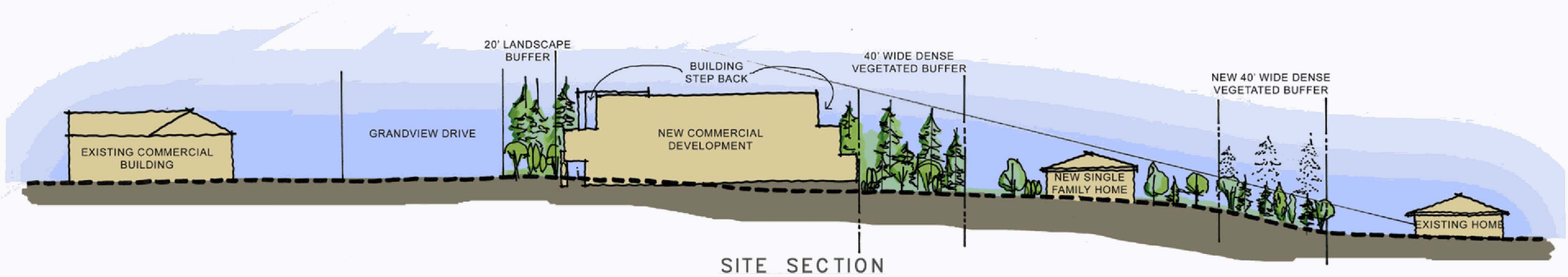
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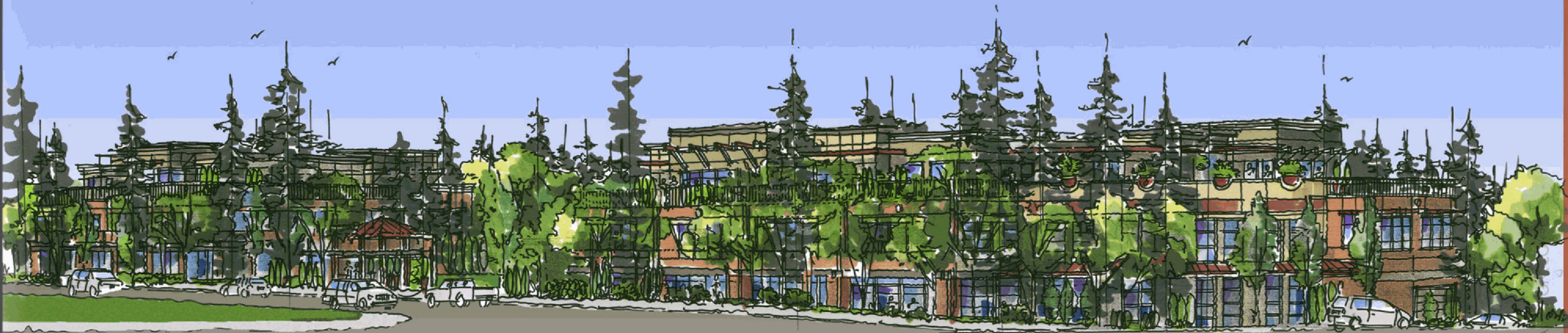
SITE PLAN



ARCHITECTURE • CIVIL ENGINEERING • STRUCTURAL ENGINEERING • LAND USE PLANNING • INTERIOR DESIGN • GRAPHIC DESIGN



SITE SECTION



CONCEPTUAL PERSPECTIVE FROM GRANDVIEW AND PIONEER



Subject: Proposed "Canterwood"
Annexation (ANX 08-0002)

Proposed Council Action:

Consider the Notice of Intent to Commence
Annexation Proceedings

Dept. Origin: Planning Department

Prepared by: Tom Dolan *TD*
Planning Director

For Agenda of: **October 27, 2008**

Exhibits: Legal Description, Aerial
Photo of Area, Vicinity
Map, Notice of Intent,
Department Comments

Initial & Date

Concurred by Mayor: *CLH 10/23*

Approved by City Administrator: *PK 10/23*

Approved as to form by City Atty: _____

Approved by Finance Director: *DR 10/23*

Approved by Department Head: *TD 10/23/08*

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION / BACKGROUND

The City has received a Notice of Intention to Commence Annexation Proceedings for Canterwood. The proposed annexation consists of 714 acres located between Canterwood Blvd/54th Ave NW and Peacock Hill Avenue south of 140th Street NW (extended), contiguous to city limits, and within the City's Urban Growth Area (UGA).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description and map was sent to the Clerk of the Boundary Review Board (BRB) for technical review. Pierce County has approved the legal description and map.

By law, the City Council was required to meet with the proponents, the Canterwood Homeowners Association Annexation Committee. Notice of the public meeting was posted on the City website and in dedicated posting locations. Additionally, this request was distributed to the Pierce County Fire District #5 and the Gig Harbor City Administrator, Chief of Police, Director of Operations, City Engineer, Wastewater Supervisor, City Engineering Technician, and the City's directors of Fire and Safety Services, Planning, and Finance.

The City Council conducted a public meeting to discuss the annexation at their October 13, 2008 Council Meeting. At the meeting, a presentation was made by John Spencer, a

consultant hired by the City to determine the impacts associated with the proposed annexation. After Mr. Spencer's presentation, representatives of the Canterwood Homeowners Association addressed the City Council. The staff proposed that because the detailed report prepared by Mr. Spencer was not available to the Council or the Canterwood Homeowners Association until just prior to the meeting, that the Council's final decision on initiation of the annexation should be continued to the October 27, 2008 meeting.

At their October 27, 2008 meeting, the Council is to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposing of this area for annexation;
2. Whether the City Council will require the simultaneous adoption of a proposed zoning code; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed; and,
4. Whether the City Council will require additional annexation conditions.

If authorized by the City Council, the process can move forward with the circulation of a formal petition which will indicate the boundaries and conditions required for annexation. Before filing with the City, the petition must be signed by property owners of at least sixty percent (60%) of the assessed value of the proposed area in order to be certified by Pierce County and then scheduled for a public hearing in front of the City Council. After a public hearing, followed by the appeal period through the BRB, the City Council can adopt an ordinance to enact this annexation.

STAFF ANALYSIS

The Boundary Review Board is guided by RCW 36.93.180 in reviewing proposed annexations and is directed towards State objectives. These objectives, listed below, are also worthy of consideration by the Council in determining the appropriateness of this annexation, especially in light of the possible appeal of an approved annexation.

Objectives of boundary review board. (RCW 36.93.180)

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

- (1) Preservation of natural neighborhoods and communities;
- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;
- (3) Creation and preservation of logical service areas;
- (4) Prevention of abnormally irregular boundaries;
- (5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;
- (6) Dissolution of inactive special purpose districts;

- (7) Adjustment of impractical boundaries;
- (8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and
- (9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Additional Considerations

The pre-annexation zoning established for Canterwood is R-1. This zoning is inconsistent with the existing uses within Canterwood. The City of Gig Harbor's zoning regulations do not include a zoning district that would accommodate Canterwood's existing mix of uses. Canterwood currently is classified as a Master Planned Community by Pierce County. Canterwood contains a mix of uses including attached and detached single family residences, a golf course (with accessory restaurant, pro shop and maintenance facilities) and offices. If the annexation is approved, a new zoning district will need to be added to the Gig Harbor Zoning Ordinance. If the Council wishes to proceed with the annexation, staff recommends that the Council require that the annexation boundary be modified to include the area west of Canterwood, south of 136th Street and east of SR-16 (see page 8 of the Council Report prepared by John Spencer).

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to:

Accept the Notice of Intent to Commence Annexation subject to:

- 1. Modifying the boundary of the proposed annexation to include the area west of Canterwood, south of 136th Street and east of SR-16.**
- 2. Requirement of the simultaneous adoption of a proposed zoning code.**
- 3. Requirement of the assumption of proportionate indebtedness of the City.**

OR ALTERNATIVELY:

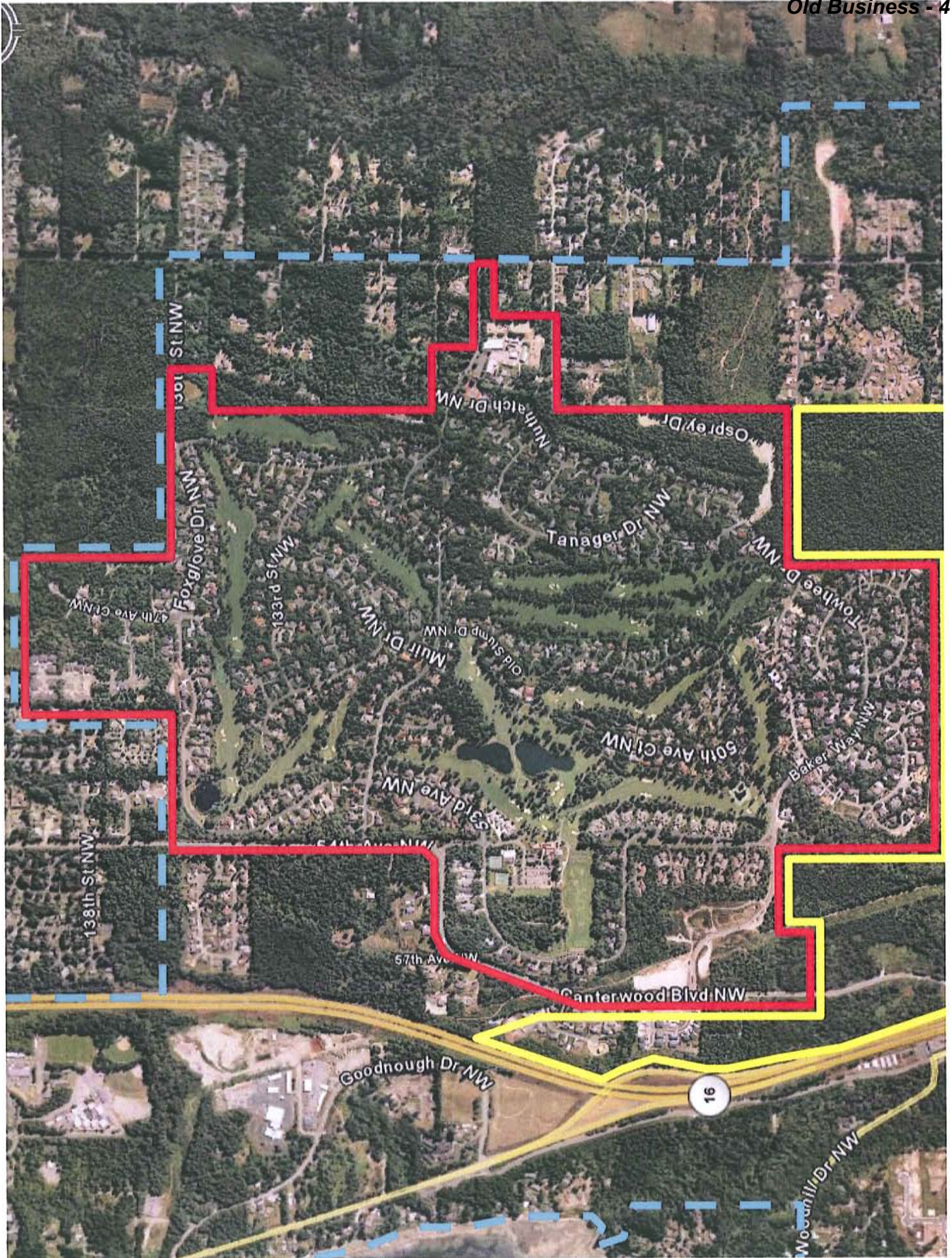
Move to:

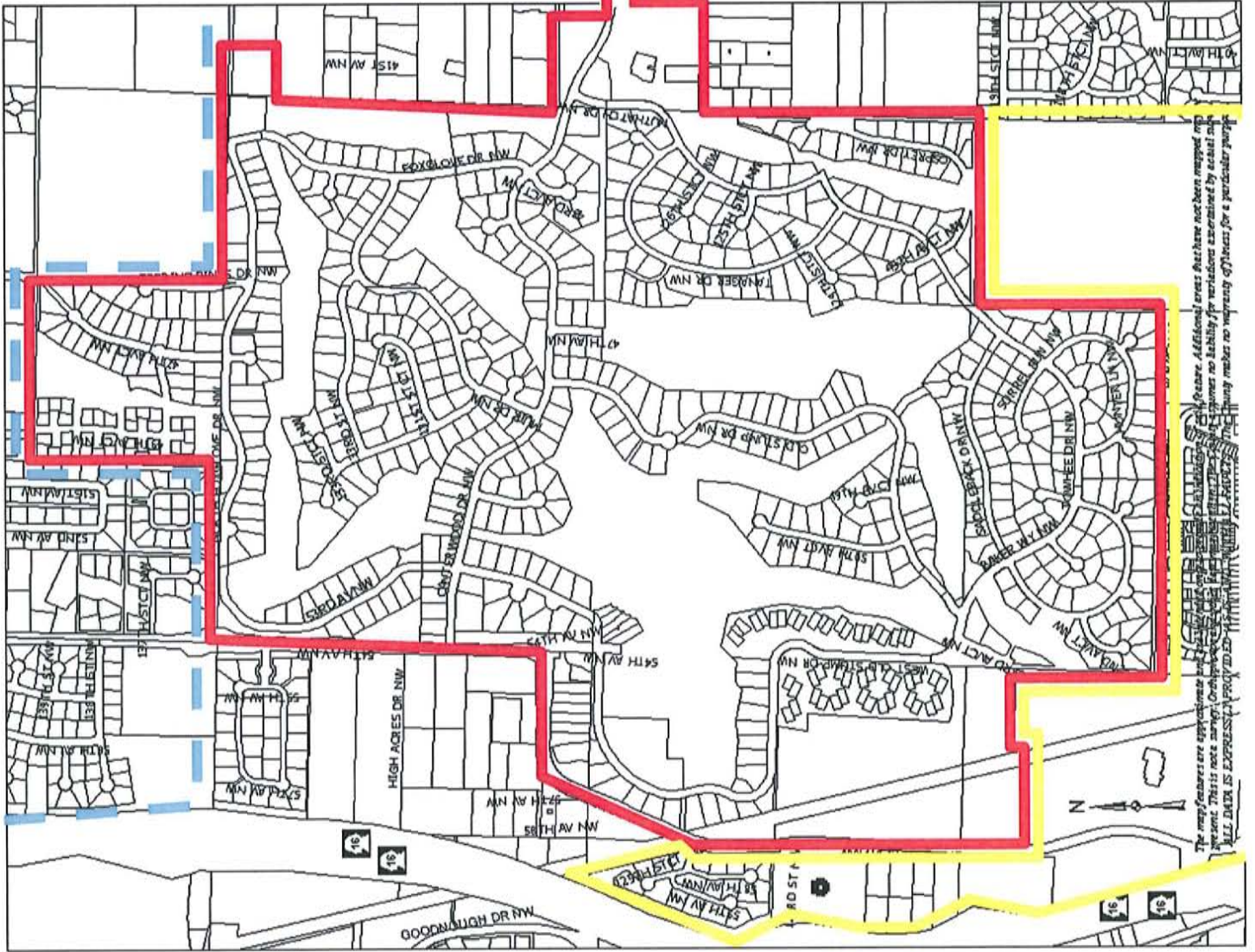
Deny the Notice of Intent to Commence Annexation.

EXHIBITS

- A. Attached Legal Description**

- B. Vicinity Map**
- C. Aerial Photo of Area**
- D. Notice of Intent to Commence Annexation**





The map features are approximate and should not be used for legal purposes. This is not a survey. Copyright © 2012 by the City of Minneapolis. ALL DATA IS EXPRESSLY PROVIDED BY THE CITY OF MINNEAPOLIS.

**City of Gig Harbor
Community Development Dept.
3510 Grandview St.
Gig Harbor, WA 98335**

Memo

To: Tom Dolan, Planning Director
From: Dick J. Bower, CBO – Building/Fire Safety Director
CC: file
Date: 9/22/2008
Re: PL-ANX 08-002 Canterwood Annexation 09.22.08 comments

I've reviewed the information provided on the proposed annexation ref. above. Regarding building and fire issues I have the following comments:

1. The proposed annexed area contains a mix of undeveloped residential and commercial sites and numerous existing residential and commercial buildings. The annexation will bring additional land use and building permit applications, both for new construction and remodel/TI projects under our authority for review, permitting and inspection. This will increase our workload for plan reviews, permitting and inspections and will likely have a detrimental affect on level of service without additional resource allocation to the department.
2. According to fire department records, the proposed annexation is served by water mains providing between 278 and 1300 gpm at 20 psi residual pressure for an unknown duration. The City's fire code requires a minimum of 1000 gpm at 20 psi residual pressure for 2 hours for residences up to 3,600 square feet and a minimum of 1,500 gpm for residences exceeding 3,600 square feet. Consequently, fire flow availability appears to be out of compliance throughout much of the annexed area.

Fire hydrant spacing varies from 500 to 800 feet apart as determined from fire department hydrant maps. The City fire code prescribes a maximum spacing for through streets of 500 feet apart and for dead end streets 400 feet with no point on property street frontage further than one-half the prescribed spacing from a fire hydrant (250 feet for through, 200 feet for dead end roads). Fire hydrant spacing is therefore not compliant with current City requirements.

As is our current policy to avoid annexing deficient infrastructure and in accordance with other recent annexations, **Building/Fire Safety recommends that the water system be brought into compliance with hydrant spacing and fire flow as a condition of approval of the annexation request. If the water purveyor is unable to provide the minimum flows prescribed in the City fire code, a note requiring fire sprinkler installation in all future new construction and substantial remodels should be required to be recorded on the plat, and additional fire hydrant(s) should be installed to comply with the spacing requirements of GHMC Title 15/IFC Table C105.1.**



WASTEWATER TREATMENT PLANT

Comments on Canterwood Annexation Request

To:

Tom Dolan
Planning Director
City of Gig Harbor

Tom, thank you for the opportunity to comment on the proposed annexation of the Canterwood MPC. I will speak only to the utilities which I have involvement, wastewater and water(reuse).

To start I have some deep concerns over the existing STEP (Septic Tank Effluent Pumping) system. My concerns are not generally with the operation of the system but the very nature of the type of system. Septic effluent is one of the harshest forms of wastewater to treat. It is very high in ammonia and produces high levels of hydrogen sulfide gas (H₂S) in the collection system. These high levels of H₂S have resulted in severe odor and degradation in Canterwoods and City owned manholes and liftstations. Though Canterwood STEP assoc. did install a City approved treatment device it has not performed adequately and continues to release high levels of H₂S into the City's collection system. City WWTP staff has facilitated the use of a treatment that has been successful in a similar situation at Willochet Bay. To date the treatment has been successful with a temporary makeshift injection system. And Canterwood STEP Assoc. has continued use of the product on their own. The treatment has also nearly eliminated the odors at lift station#12 which Canterwood dumps into. This is a costly treatment and not one that we would care to have to maintain in the future. I realize their letter of intent suggests that Canterwood will forever maintain the system. Forever is a long time and at some point the system will no doubt be dumped on the City. We are also receiving very unusual flows from their system not consistent with normal STEP systems. Higher flows that steal wet weather capacity which is a precious commodity. We have had conversations with the Canterwood STEP representative letting him know that we will be testing their system to find the unauthorized connections or failing equipment.

Recommendation:

Have the STEP Assoc. start a program of decommissioning the step system to go to a more favored individual private grinder pump and mainline system. This would also help tighten up the system which, as mentioned, seems to be discharging abnormally high volumes. Any new connections would be individual

private grinder pumps if they wish to maintain their private status so there are no lift stations to attend behind closed gates.

The other issue is the use of water to irrigate their golf course and irrigation of landscaping. Canterwood lies in an area that is rich in potential for satellite waste treatment and water reuse. Water Rights are an ongoing issue with the City and the use of reuse water on the golf course and landscaping could be used as a credit to help offset water rights negotiations.

Recommendations:

Require the Canterwood Golf Course and development to adapt irrigation equipment and use reuse water when available. Surrender their water rights to the City while still maintaining operation of the water system to a level that meets City and DOH standards.

I would be glad to discuss these items in more detail if desired.

Darrell Winans
WWTP Supervisor
City of Gig Harbor



COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: September 30, 2008
TO: Tom Dolan, Planning Director
CC: Stephen Misiurak, PE, City Engineer
FROM: Jeff Langhelm, PE, Senior Engineer *ad*
SUBJECT: Annexation Review of Canterwood (PL-ANX-08-0002)

Based on the July 24, 2008 Notice of Intent to Annexation from the Canterwood Homeowners Association of the master planned community of Canterwood, the City of Gig Harbor Engineering Division has the following comments:

Transportation

General

All future development within the annexation area will be required to meet the City's Public Works Standards.

Transportation Concurrence

As required by Chapter 19.10 of the City's Municipal Code, any development generating new traffic must apply for, and receive approval to, add new vehicle trips to the City's roadways. This process is known as transportation concurrence and all development within the City limits is subject to transportation concurrence. The City may not be able to grant transportation concurrence to developments that cause the level of service to drop below the City's acceptable level of service for affected roadways based on traffic modeling.

The proposed annexation area is located north of the SR-16/Burnham Dr./Borgen Blvd./Canterwood Blvd. intersection. Additional vehicle trips through this intersection will likely cause the level of service to drop below the City's acceptable level of service. Therefore additional development in this area may not be granted transportation concurrence without identified improvements to affected City roadways. Improvements may include construction of transportation mitigation(s)

Tom Dolan
September 30, 2008
Page 2

or pro-rata payments of City capital projects through payment of the City's transportation impact fee.

Existing Roadways

With the exception of Canterwood Blvd. and Peacock Hill Avenue, the current network of roadways within the proposed annexation are private roadway and do not meet the City's Public Works Standards for private roadways.

Transportation Recommendation

Engineering Division staff recommends that the City of Gig Harbor allow the private roadway network in the annexation area to remain private. If the applicant requests the City to accept the private roadways as public streets the roadways Engineering Division staff recommends the roadways be brought up to the City's public street standards.

Water

The proposed annexation area is currently shown to be served by the Canterwood Water Company. Therefore all water flow requirements shall be subject to the City of Gig Harbor Fire Marshal and the Water System Plan for the Canterwood Water Company as approved by the Washington State Department of Health.

If any development within the annexation area requests water service from the City of Gig Harbor the applicant must amend the City's current Water Comprehensive Plan and the Pierce County Coordinated Water System Plan. The applicant may also be required to mitigate for impacts to the City's existing water system.

Sanitary Sewer

General

The City of Gig Harbor does not grant additional sewer connections to areas located beyond the City limits. However, those connections granted through existing utility extension agreements are still valid under the terms of the agreement.

Additionally, the City of Gig Harbor is not granting additional sewer connections through the capacity reservation certificate (CRC) process until upgrades to the City's wastewater treatment plant are completed. The City is estimating these upgrades will be completed by December 2009.

Tom Dolan
September 30, 2008
Page 3

Limited options would exist for development on lots in the annexation area without connecting to the City's sewer system. Once the City is able to provide CRCs for developments requesting sewer connections, development in this area requiring sewer connections will be able to proceed. Any connection to the City's sewer system must meet the requirements of the City's Public Works Standards.

Based on a review of the City's Wastewater Comprehensive Plan, development of wastewater infrastructure in this area is not necessary for the City's wastewater system to function appropriately. All costs for construction of the necessary extensions of the existing sewer main, including those noted in the Wastewater Comprehensive Plan for the parcels within the sewer basin shall be borne by the developers and not the City.

Each parcel that connects to the City's sanitary sewer system shall be required to pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the sanitary sewer system extended to the parcels.

STEP Associations

The proposed annexation area is currently shown to be served by two separate septic tank effluent (STEP) associations. Both STEP associations discharge to the City of Gig Harbor's sanitary sewer and wastewater treatment system by means of a gravity sewer main located along Canterwood Boulevard.

Due to their nature, each STEP tank that discharges to the STEP association produces large amounts of harmful waste, including ammonia and hydrogen sulfide gas. The impacts and recommendations to mitigate the impacts from the STEP associations are further described in the comments from Darrell Winans, Wastewater Treatment Plant Supervisor.

Use of Reclaimed Water

A proposed amendment to Chapter 8 of the City's Comprehensive Plan recommends adding a goal to explore the option for the City to create and utilize reclaimed (Class A) from the wastewater system while studying the benefits and potential uses for reclaimed water. One potential use of reclaimed water is for irrigation of the 18-hole golf course and landscaping located within the proposed annexation area.

The use of water from aquifer sources for irrigation is unnecessary use for drinking quality water. However, irrigation use for reclaimed water is common well documented as a safe and effective method of irrigation. The impacts and

Tom Dolan
September 30, 2008
Page 4

recommendations to utilize reclaimed water for irrigation purposes for the golf course and landscaping are further described in the comments from Darrell Winans, Wastewater Treatment Plant Supervisor.

Stormwater

General

Each development proposed for this annexation area would be required to design and construct stormwater improvements in accordance with the City's Stormwater Design Manual,. This includes all stormwater features necessary for improvements within the City's right of way. All costs for design and construction of these stormwater features shall be borne by the developers and not the City. All costs for operations and maintenance of stormwater features outside of the City's right of way shall also be borne by the developers.

Each parcel that is annexed in the City's limits shall be required to pay the appropriate stormwater fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the City's stormwater system located within the City's right of way created by the parcels.

NPDES Phase 2 Stormwater Compliance

The proposed annexation area is currently under the jurisdiction of Pierce County's NPDES Phase 1 stormwater permit. Through annexation this area would be under the jurisdiction of the City's NPDES Phase 2 stormwater permit. The requirements of the County's Phase 1 permit are similar to the City's Phase 2 permit and have sooner compliance dates. Therefore this annexation area should be prepared to meet the City's Phase 2 compliance dates.

With the increase in population resulting from this annexation of approximately 1600 (25% increase over our current city population) people, I foresee the need to increase our staffing by at least 2 FTE commissioned officers. The challenge will be how to effectively patrol the additional 730 acres, which are located to the extreme north of our present city boundaries. The footprint of our expanded jurisdiction will stretch north requiring officers to be assigned to a north and south sector, thus underscoring the need for a minimum staffing level of two officers at all times. This annexation will increase our response times to calls for service if we don't receive additional staffing.

The residents of Canterwood have indicated one of the driving forces behind their desire for annexation is an improvement in the level of public safety services. I perceived this community will have high expectations in this area of service.

I see we will eventually need a third officer to provide the higher visibility the members of this community are interested in acquiring through this annexation. It is important to be prepared for the added demands for service in order to prevent a denigration of our current service level to existing city residents.

Chief Mike Davis

October 1, 2008



July 24, 2008

City of Gig Harbor
Mr. Tom Dolan, Planning Director
3510 Grandview Street
Gig Harbor, WA 98335

RE: Notice of Intent to Annexation – Canterwood

Dear Mr. Dolan,

Please accept the enclosed Notice of Intention to Commence Annexation Proceedings for the property in general known as “Canterwood Annexation Property” . The proposed annexation property is approximately 714 acres. It is adjacent to the City Limits and within the Urban Growth Area.

The legal description and map of the annexation area as prepared by Dan Johnson, Aspen Land Surveying is attached.

Description of request:

The area described in this proposed annexation is almost completely within the Master Planned Community (MPC) of Canterwood. There are a couple parcels that were added to create a uniform boundary. We are including here some important facts and details about the Canterwood MPC properties, which we hope will help in understanding our request and proposal:

1. Canterwood MPC received the first approval of the master site plan and Division I plat in the late 1970's from Pierce County. Since that time, the community has been developed substantially in accordance with the early site plans. In 1988 the focus and emphasis was changed from an equestrian development to golf course orientation. Today both equestrian facilities and the 18 hole championship golf course provide recreation opportunities to the community.
2. The proposed area is approximately 97% platted or developed into single family residences, open space tracts, business park, golf course and other recreational amenities. Some of the property is currently being developed through approved preliminary plats with Pierce County.
3. The Canterwood Homeowners Association has an active Board of Directors that controls and maintains through Covenants, Conditions and Restrictions (CC&R's) the property owned by the Association, including open spaces, common recreation areas, all private roads, storm drainage, equestrian center and other facilities. The homeowner's dues fund the maintenance, repair, replacement and operation of all the homeowner properties. Currently there are adequate reserve funds for anticipated replacement and repairs of the facilities. It is anticipated that all of these facilities including the roads and storm drainage will continue to be privately owned and maintained by the Association.
4. All owners of dwelling units belong to and pay dues to the Association, however not all homeowners are members of the Golf and Country Club. There are 734 dwelling units (lots) with approximately 660 residences completed.

4026 Canterwood Drive NW, Suite A, Gig Harbor, WA 98332

***Email: bbauleke@centurytel.net
(253) 851-6158 (253) 851-1685-Fax***

5. The Canterwood Golf and Country Club (CGCC) owns 162 acres of the property. It includes an 18 hole golf course, club house, restaurants, pool complex, pro shop with retail sales and other facilities for recreation including maintenance and operations. This property is owned by the members of the private club. They are assessed for all the maintenance and operations of the property. This proposed annexation action assumes that the CGCC will maintain the ownership of the club property including operation and maintenance. It is not anticipated that any debt will be assumed by the City for the Canterwood Golf and Country Club .
6. Within the Master Planned Community there are other business uses existing and proposed including offices for the facilities and the Canterwood Business Park owned by Canterwood Commercial LLC.
7. Most of the critical areas including wetlands and streams and drainage courses within the annexation property have been mapped, delineated and classified under the ordinances effective at the time of development. Appropriate buffers and regulations have been implemented by Pierce County as a part of the development of the property.
8. The Canterwood Water Company, a state approved public water company is the water purveyor for all of the Canterwood property. There are no anticipated changes to the water service area for Canterwood Water Company. The City would not be assuming any debt or responsibility for the Canterwood Water Company.
9. Many of the residences within the development are connected to the Gig Harbor sewer system through an internal STEP sewer system association. The STEP Association is responsible for maintenance and repairs of the system. Many of the existing residences are currently utilizing septic drainfields. These sites do not have sewer facilities available to the residences. Future plats will be connected directly to the City sewer system through extension of sewer facilities. The City would not be assuming any debt or responsibility for the operation of the STEP Association system under the current existing agreements with the city.
10. Comprehensive Plans:
 - Pierce County Comprehensive Plan has designated most of the annexation area as the land use of Master Planned Community. The area is in the Gig Harbor Peninsula Community Plan component of the Pierce County Comp plan.
 - The current City of Gig Harbor Comprehensive Plan has designated the proposed annexation area as Residential Low.

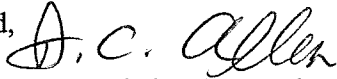
It is anticipated that there will need to be discussion and considerations regarding how the comprehensive plan land use and zoning designations of the city will be in applied to the annexation property.

The following is excerpt is from the description of the Pierce County MPC Community plan:

The Master Planned Community (MPC) designation is intended to achieve well designed, compact, urban development with a balance of uses, more efficient use of public facilities, and a greater amount of open space than would be required under standard development. MPCs integrate a mix of housing, services, and recreation and are approved through a planned unit development or planned development district process. Densities in a MPC must average between 4-10 dwelling units per acre with individual densities within the community ranging from 2-25 dwelling units per acre. MPCs must encompass a minimum of 320 acres. In the Gig Harbor UGA, the only MPC lies at the north end of the UGA. This MPC encompasses the Canterwood Golf Community which has been in existence since the late 1970s.

We submit this proposed action to you, with the understanding that there are many elements that are unique to this property which will need to be reviewed, researched and resolved. In the spirit of cooperating with the City, we will offer our assistance to provide details and records to the best of our ability, so that the City Council can carefully consider this request.

Respectfully submitted,

A handwritten signature in cursive script that reads "D. C. Allen".

Canterwood Homeowners Association Annexation committee

Attn: Doug Allen

4026 Canterwood Dr. NW #A

Gig Harbor, WA 98332

Association Manager: Betsy Bauleke

LEGAL DESCRIPTION
for
Canterwood Annexation
to
The City of Gig Harbor, Washington

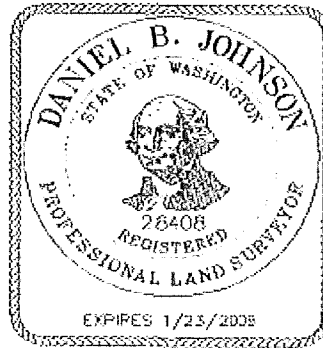
Portions of the Southeast Quarter of Section 24, of the Northeast and the Southeast Quarters of Section 25, Township 22 North, Range 1 East, W.M. and portions of the Northwest Quarter, the Southwest Quarter and of the Southeast Quarter of Section 19, and of the Northeast Quarter, the Northwest Quarter and of the Southwest Quarter of Section 30, Township 22 North, Range 2 East, W.M., described as follows:

Commencing at the Southeast Corner of Section 19, Township 22 North, Range 2 East, W.M., in Pierce County, Washington; thence West along the south line of said section, 30.0 feet to the west margin of Peacock Hill Avenue NW and the TRUE POINT OF BEGINNING; thence continuing West along said south line, 629.54 feet, to the Southeast Corner of Lot 2, Canterwood Division One; thence North along the east line of said Lot 2, a distance of 333.69 feet to the Northeast Corner thereof; thence West along the north line of said Lot 2, a distance of, 659.67 feet, to the Northwest Corner thereof and the east line of the West Half of the Southeast Quarter of said Section 19; thence North along said east line, 1980 feet, more or less, to the Southwest Corner of the North Half of the North Half of the Northeast Quarter of the Southeast Quarter of said Section 19; thence East along the south line of said North Half of the North Half of said Northeast Quarter, 330 feet; thence North along the east line of the West 330 feet of said North Half of the North Half of said Northeast Quarter, 330 feet, more or less, to the north line of the Southeast Quarter of said Section 19; thence West along said north line, 1650 feet, more or less, to the Southeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 19; thence North 1320 feet, more or less, to the Northeast Corner of said subdivision; thence West 1320 feet, more or less, to the Northwest Corner of said subdivision; thence South 1320 feet, more or less, to the Southwest Corner of said subdivision; thence West along the north line of the Southwest Quarter of said Section 19, a distance of 1320 feet, more or less, to the Northwest Corner of the Southwest Quarter of said Section 19; thence continuing West, 70 feet, more or less, to the westerly margin of 54th Avenue NW; thence Southerly along said westerly margin to the northerly margin of Canterwood Boulevard NW; thence Westerly, Southwesterly and Southerly along the northerly and westerly margins of Canterwood Boulevard NW to the Southwest Corner of Lot 1, Pierce County Large Lot Division No. 2970; thence East along the south line of said Lot 1 and the prolongation thereof to the easterly margin of the City of Tacoma Lake Cushman Right-of-Way; thence Northwesterly along said easterly margin to the Southwest Corner of Lot 7, Pierce County Large Lot Division No. 2970; thence East along the south line of said Lot 7 to the Southeast Corner thereof and the west line of

the North Half of the Southwest Quarter of Section 30, Township 22 North, Range 2 East, W.M.; thence South along said west line to the Southwest Corner of said North Half; thence East along the south line of said North Half, 2640 feet, more or less, to the Southeast Corner thereof; thence North along the east line of said North Half, 1320 feet, more or less, to the Center of said Section 30; thence East along the south line of the West Half of the Northeast Quarter of said Section 30, a distance of 1320 feet, more or less, to the Southeast Corner of said West Half; thence North along the east line of said West Half, 1980 feet, more or less, to the Southwest Corner of Pierce County Short Plat No. 9904205003; thence East along the south line of said short plat, 824.30 feet to the Southeast Corner thereof; thence North along the east line of said short plat, 495.26 feet to the Southwest Corner of Lot 1, Canterwood Division One; thence East along the south line of said Lot 1 and Tract A of said plat, 464.64 feet to the west margin of Peacock Hill Avenue NW; thence North along said margin, 165.55 feet to the True Point of Beginning.

Daniel B. Johnson

7/17/08





Old Business - 4
RECEIVED
OCT 22 2008
CITY OF GIG HARBOR

City of Gig Harbor Council
Mayor Chuck Hunter
3510 Grandview Street
Gig Harbor, WA 98332

October 20, 2008

Dear Mayor Hunter and City Council Members,

On behalf of the Canterwood Homeowners Association, we are concerned about the current direction regarding Canterwood annexation. Homeowners are interested in annexation because we share the city's return address, consider ourselves residents of Gig Harbor and are proud of Gig Harbor. A formal recognition, through annexation, would formalize this relationship. In addition, we would like to have Gig Harbor police patrolling our community and responding to emergencies. Early reviews also showed a lower tax rate than unincorporated Pierce County. Our residents don't identify with unincorporated Pierce County, but rather with Gig Harbor.

The recent public hearing on Canterwood annexation raised serious concerns about the fairness, accuracy and reliability of the consultant's assumptions and calculations. In particular, the city staff made recommendations that would be expensive for Canterwood homeowners.

- Pro-rata assumption of City indebtedness and possible future debt increases by the City Council.
- Upgrade of the step system- this could become very expensive
- Installing additional fire hydrants to meet city standards. This would go into tariff rates which would become a cost to all customers of the water system.
- Paying for the Eddon Boat park project.
- Higher fire flow requirements for building permits. A cost to future owners to install sprinklers.
- Asking the Club and water company to surrender excess water rights and potentially have the Club go to a gray water system for irrigation.
- The so called "other issues" that the City may include in a future annexation (cost-sharing) agreement for annexation approval.

Your consultant put together cost projections associated with the annexation. The numbers seem to be excessive. Three police officers, a new engineer and a new planner total \$725,000 a year. Still, the City would realize an additional \$60,000 of net annual revenue from annexation.

Is there something we should be doing to address these issues? We are very hopeful of a successful conclusion in favor of annexation.

Very truly yours,

Dennis Loewe
President – Canterwood Homeowners Association

4026 Canterwood Drive NW, Suite A, Gig Harbor, WA 98332
Website: www.canterwood.org
(253) 851-6158 (253) 851-1685-Fax



Subject: Wastewater Facilities Easement and Maintenance Agreements - Kvinfosland

Proposed Council Action: Retroactively approve the execution of the two attached Wastewater Facilities Easement and Maintenance agreements as presented.

Dept. Origin: Public Works

Prepared by: David Stubchaer, PE
Public Works Director

For Agenda of: October 27, 2008

Attachments: Lots 1 and 2 Wastewater Facilities Easement and Maintenance Agreements

Initial & Date

Concurred by Mayor:	<u>CLH 10/27/08</u>
Approved by City Administrator:	<u>K 10/24/08</u>
Approved as to form by City Atty:	_____
Approved by Finance Director:	_____
Approved by Department Head:	<u>DA 10/21/08</u>

Expenditure	Amount	Appropriation
Required \$0	Budgeted \$0	Required \$0

INFORMATION / BACKGROUND

Dr. Jon Kvinfosland owns two existing buildings at the Harbor Park professional complexes, located along the 5100 block of Olympic Drive, that currently discharge to an on-site septic system. In Spring, 2007 Dr. Kvinfosland requested a connection to the City's sewer system. He subsequently reserved sewer ERUs (equivalent residential units) through the sewer capacity reservation certificate process with an application dated May 8, 2007. The reserved sewer ERUs were based on historical water usage at the two buildings. As a condition of approval for the civil plans for these connections, a wastewater facilities easement and maintenance agreement for each connection is required.

The sanitary sewer connection is located on private property and will be privately owned and operated. These agreements allow the City a non-exclusive right of entry onto portions of the property to access the sanitary sewer system for inspection and monitoring purposes.

These agreements were pulled from the October 13th Council agenda to answer a question from Council regarding how the sewer ERUs were reserved. That question has been answered in the revised text above. However, both agreements were inadvertently signed and recorded. This request is to approve execution of the agreements retroactively.

FISCAL CONSIDERATION

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

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Retroactively approve the execution of the two attached Wastewater Facilities Easement and Maintenance agreements as presented.



200810200445 12 PGS
10/20/2008 2:16pm \$95.00
PIERCE COUNTY, WASHINGTON

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Wastewater Facilities Easement and Maintenance Agreement

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

Jon H. Kvinsland, in his separate estate

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)

Section 17 Township 21 Range 02 Quarter 34

Assessor's Property Tax Parcel or Account number: 0221177025

Reference number(s) of documents assigned or released: _____

**WASTEWATER FACILITIES EASEMENT
AND MAINTENANCE AGREEMENT**

This Wastewater Facilities Easement and Maintenance Agreement is made this _____ day of _____, 200__, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Jon H. Kvinsland, in his separate estate, located and doing business at 5122 Olympic Drive NW, Suite A201, Gig Harbor, WA 98335 (hereinafter the "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Harbor Park located at 5122 Olympic Drive NW, Suite A201, Gig Harbor, WA 98335, which is comprised of four separate tax parcels, including APN 0221177025 (hereinafter the "Property"), which is legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Owner has proposed to construct a private wastewater lateral serving "Building A" on the Property to connect to the City's wastewater system as shown in **Exhibit B**; and

WHEREAS, the private wastewater lateral on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, the Owner will be responsible for the operation and maintenance of the private wastewater lateral, including repair, rehabilitation, replacement, alterations and/or modifications to the private wastewater lateral; and

WHEREAS, as a result of said private ownership, the parties have entered in to this Wastewater Facilities Easement and Maintenance Agreement in order to ensure that the private wastewater lateral will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations.

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

TERMS

Section 1. Affected Property. The real property subject to this Agreement, APN 0221177025, is legally described in **Exhibit A**.

Section 2. Definitions. As used in this instrument:

A. The word "plat" refers to the Pierce County Short Plat No. 8407300292, and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Owner, its successors and assigns, in accordance with this Agreement.

B. The word "lot" refers to a lot shown on any plat defined herein, but shall not include any parcel designated as a "tract" on a plat. "Lot" shall include any parcel of land that is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to the recording of this instrument.

C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat or the Property. A "substantial beneficial interest" shall include both legal and equitable interests in the Property.

D. The words "Owners' Association" refer to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in **Exhibit B** on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat or the Property.

E. The words "private wastewater lateral" as used in this agreement shall refer to any private wastewater lateral pipe used to convey wastewater to the public wastewater system up to its connection point to the public wastewater system in the public right of way or in an easement for a public wastewater system.

Section 3. Maintenance Obligations. The Owner, its successors, assigns and/or owners of an after-acquired interest in the Property, hereby covenant and agree that they are jointly and severally responsible for the installation, operation, and perpetual maintenance, of a private wastewater lateral on the Property, as shown on the Plans attached hereto as **Exhibit B**. The private wastewater lateral shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The private wastewater lateral shall be preserved in conformance with the Plans until such time as all parties to this Agreement, including the City, agree in writing that the private wastewater lateral should be altered in some manner or eliminated. In the event the private wastewater lateral is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities. No such elimination of the wastewater lateral will be allowed prior to the Public Works Director's written approval.

Section 4. Notice to City. The Owner shall obtain written approval from the Director prior to performing any alterations or modifications to the private wastewater

lateral located on the Property described in **Exhibit A**. No part of the private wastewater lateral shall be dismantled, revised, altered or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

Section 5. Easement for Access. The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in **Exhibit C**, attached hereto and incorporated herein by this reference. Said easement encompasses the entire Property. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the private wastewater lateral on the Property for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 8 herein.

Section 6. Assignment to an Owners' Association. In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in **Exhibit A**, the Owner may assign responsibility for installation and perpetual maintenance of the private wastewater lateral to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Owner under this Agreement. Such assignment of the Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Owner shall have no further responsibility or liability under this Agreement.

Section 7. Conveyances. In the event the Owner shall convey its substantial beneficial or fee interest in any property in the Plat, any lot, or the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

Section 8. Rights of the City of Gig Harbor.

A. Execution of this Agreement shall not affect the City of Gig Harbor's present or future interest or use of any public or private wastewater lateral. If the City determines that maintenance is required for the private wastewater lateral, and/or there is/are illegal connection(s) to or discharges into the private wastewater lateral, the Community Development Director or his/her designee shall give notice to the Owner(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Owner(s) shall perform such work. If the maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner(s), stating the City's intention to

perform such maintenance, and such work will not commence until at least five (5) days after such notice is received, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the wastewater system, the City's facilities or the public health and safety, such five (5) day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the Owner's private wastewater lateral, and to ensure there will be no damage to the City's wastewater system, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure has been received by the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the Property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Owner(s).

D. If the City exercises its rights under this Section, then the Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under chapter 35.67 RCW, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.

Section 9. Indemnification of City. The Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of

any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the private wastewater lateral as installed by the Owner(s), or arising by reason of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

Section 10. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

Section 11. Terms Run with the Property. The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Property.

Section 12. Notice. All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

To the Owner:
Jon H. Kvinsland
5122 Olympic Dr. NW
Suite A201
Gig Harbor, WA 98335

Section 13. Severability. Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

Section 14. Waiver. 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.

Section 15. Governing Law, Disputes. Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce county Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 16. Integration. This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this 13 day of Oct., 2008.

THE CITY OF GIG HARBOR

By: [Signature]
Its Mayor

OWNER

By: [Signature]
Its: Owner

Print Name: Jon H. Kvinsland

APPROVED AS TO FORM:

City Attorney

ATTEST:

[Signature]
City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Jon Kvinsland is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 10.2.08



[Signature]
(Signature)
Allisha McVay
NOTARY PUBLIC, State of Washington,
residing at: Pierce
My appointment expires: 2.23.09

CITY OF GIG HARBOR NOTARY BLOCK

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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 signed this instrument, on oath stated that he 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: 10-13-08

Molly M Towse

Notary Public in and for the
State of Washington,
~~Title:~~ Resides: Gig Harbor
My appointment expires: 12/2/2011



EXHIBIT A
PROPERTY LEGAL DESCRIPTION OF APN 0221177025
(LOT 1 OF PLAT NO. 8407300292)

Section 17 Township 21 Range 02 Quarter 34 Lot 1 of Plat No. 8407300292 together with easements and restrictions of record out of the original parcel number 0221173080 with the segregation number of U-0326.

EXHIBIT B

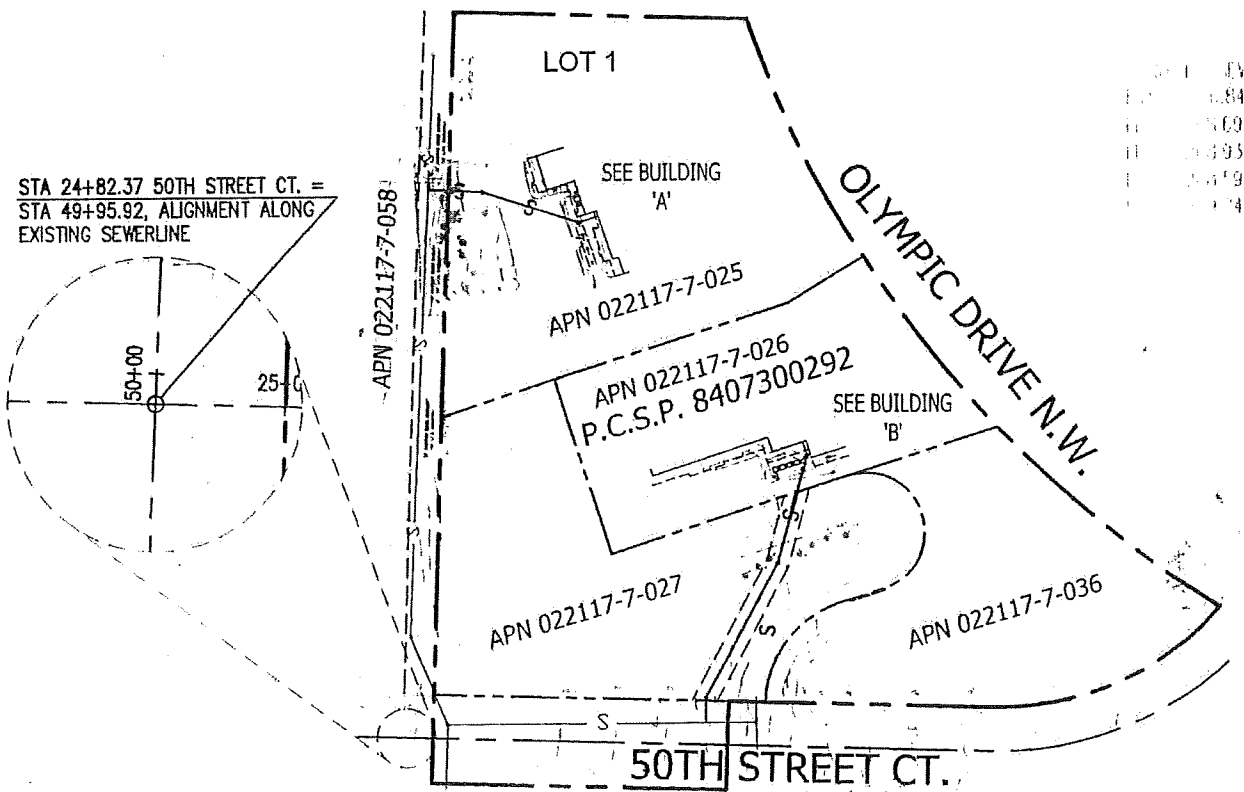
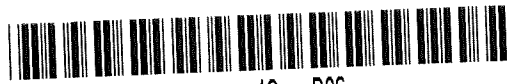


EXHIBIT C
EASEMENT LEGAL DESCRIPTION OF APN 0221177025
(LOT 1 OF PLAT 8407300292)

Section 17 Township 21 Range 02 Quarter 34 Lot 1 of Plat No. 8407300292 together with easements and restrictions of record out of the original parcel number 0221173080 with the segregation number of U-0326.



200810200446 12 PGS
10/20/2008 2:16pm \$95.00
PIERCE COUNTY, WASHINGTON

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Wastewater Facilities Easement and Maintenance Agreement

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

Jon H. Kvinsland, in his separate estate

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)

Section 17 Township 21 Range 02 Quarter 34

Assessor's Property Tax Parcel or Account number: 0221177026 and 0221177027

Reference number(s) of documents assigned or released: _____

**WASTEWATER FACILITIES EASEMENT
AND MAINTENANCE AGREEMENT**

This Wastewater Facilities Easement and Maintenance Agreement is made this _____ day of _____, 200__, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Jon H. Kvinsland, in his separate estate, located and doing business at 5122 Olympic Drive NW, Suite A201, Gig Harbor, WA 98335 (hereinafter the "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Harbor Park located at 5122 Olympic Drive NW, Suite A201, Gig Harbor, WA 98335, which is comprised of four separate tax parcels, including APN 0221177026 and 0221177027 (collectively hereinafter the "Property"), which is legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Owner has proposed to construct a private wastewater lateral serving "Building B" on the Property to connect to the City's wastewater system as shown in **Exhibit B**; and

WHEREAS, the private wastewater lateral on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, the Owner will be responsible for the operation and maintenance of the private wastewater lateral, including repair, rehabilitation, replacement, alterations and/or modifications to the private wastewater lateral; and

WHEREAS, as a result of said private ownership, the parties have entered in to this Wastewater Facilities Easement and Maintenance Agreement in order to ensure that the private wastewater lateral will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations.

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

TERMS

Section 1. Affected Property. The real property subject to this Agreement, APN 0221177026 and APN 0221177027, is legally described in **Exhibit A**.

Section 2. Definitions. As used in this instrument:

A. The word "plat" refers to the Pierce County Short Plat No. 8407300292, and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Owner, its successors and assigns, in accordance with this Agreement.

B. The word "lot" refers to a lot shown on any plat defined herein, but shall not include any parcel designated as a "tract" on a plat. "Lot" shall include any parcel of land that is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to the recording of this instrument.

C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat or the Property. A "substantial beneficial interest" shall include both legal and equitable interests in the Property.

D. The words "Owners' Association" refer to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in **Exhibit B** on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat or the Property.

E. The words "private wastewater lateral" as used in this agreement shall refer to any private wastewater lateral pipe used to convey wastewater to the public wastewater system up to its connection point to the public wastewater system in the public right of way or in an easement for a public wastewater system.

Section 3. Maintenance Obligations. The Owner, its successors, assigns and/or owners of an after-acquired interest in the Property, hereby covenant and agree that they are jointly and severally responsible for the installation, operation, and perpetual maintenance, of a private wastewater lateral on the Property, as shown on the Plans attached hereto as **Exhibit B**. The private wastewater lateral shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The private wastewater lateral shall be preserved in conformance with the Plans until such time as all parties to this Agreement, including the City, agree in writing that the private wastewater lateral should be altered in some manner or eliminated. In the event the private wastewater lateral is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities. No such elimination of the wastewater lateral will be allowed prior to the Public Works Director's written approval.

Section 4. Notice to City. The Owner shall obtain written approval from the Director prior to performing any alterations or modifications to the private wastewater lateral located on the Property described in **Exhibit A**. No part of the private wastewater lateral shall be dismantled, revised, altered or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

Section 5. Easement for Access. The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in **Exhibit C**, attached hereto and incorporated herein by this reference. Said easement encompasses the entire Property. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the private wastewater lateral on the Property for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 8 herein.

Section 6. Assignment to an Owners' Association. In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in **Exhibit A**, the Owner may assign responsibility for installation and perpetual maintenance of the private wastewater lateral to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Owner under this Agreement. Such assignment of the Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Owner shall have no further responsibility or liability under this Agreement.

Section 7. Conveyances. In the event the Owner shall convey its substantial beneficial or fee interest in any property in the Plat, any lot, or the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

Section 8. Rights of the City of Gig Harbor.

A. Execution of this Agreement shall not affect the City of Gig Harbor's present or future interest or use of any public or private wastewater lateral. If the City determines that maintenance is required for the private wastewater lateral, and/or there is/are illegal connection(s) to or discharges into the private wastewater lateral, the Community Development Director or his/her designee shall give notice to the Owner(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Owner(s) shall perform such work. If the maintenance required by the Director is

not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5) days after such notice is received, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the wastewater system, the City's facilities or the public health and safety, such five (5) day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the Owner's private wastewater lateral, and to ensure there will be no damage to the City's wastewater system, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure has been received by the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the Property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Owner(s).

D. If the City exercises its rights under this Section, then the Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under chapter 35.67 RCW, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.

Section 9. Indemnification of City. The Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the private wastewater lateral as installed by the Owner(s), or arising by reason of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

Section 10. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

Section 11. Terms Run with the Property. The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Property.

Section 12. Notice. All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

To the Owner:

Jon H. Kvinsland
5122 Olympic Dr. NW
Suite A201
Gig Harbor, WA 98335

Section 13. Severability. Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

Section 14. Waiver. 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.

Section 15. Governing Law, Disputes. Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce county Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 16. Integration. This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this 13 day of October, 2000.

THE CITY OF GIG HARBOR

OWNER

By: *Paul J. Hester*
Its Mayor

By: *Jon H. Kvinsland*
Its: Owner
Print Name: Jon H. Kvinsland

APPROVED AS TO FORM:

ATTEST:

City Attorney

Mally Dowse
City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Jon Kvinsland is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 10.2.09



Allisha McVay
(Signature)
Allisha McVay
NOTARY PUBLIC, State of Washington,
residing at: Gig Harbor
My appointment expires: 2.23.09

CITY OF GIG HARBOR NOTARY BLOCK

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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 signed this instrument, on oath stated that he 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: 10-13-08

Molly M Towstee
Notary Public in and for the
State of Washington,
~~Title:~~ Resides: Gig Harbor
My appointment expires: 12/2/2011



EXHIBIT A
PROPERTY LEGAL DESCRIPTION OF
APN 0221177026 AND APN 0221177027
(LOT 2 AND 3 OF PLAT NO. 8407300292)

Section 17 Township 21 Range 02 Quarter 34 Lot 2 and Lot 3 of Plat No. 8407300292 together with easements and restrictions of record out of the original parcel number 0221173080 with the segregation number of U-0326.

EXHIBIT B

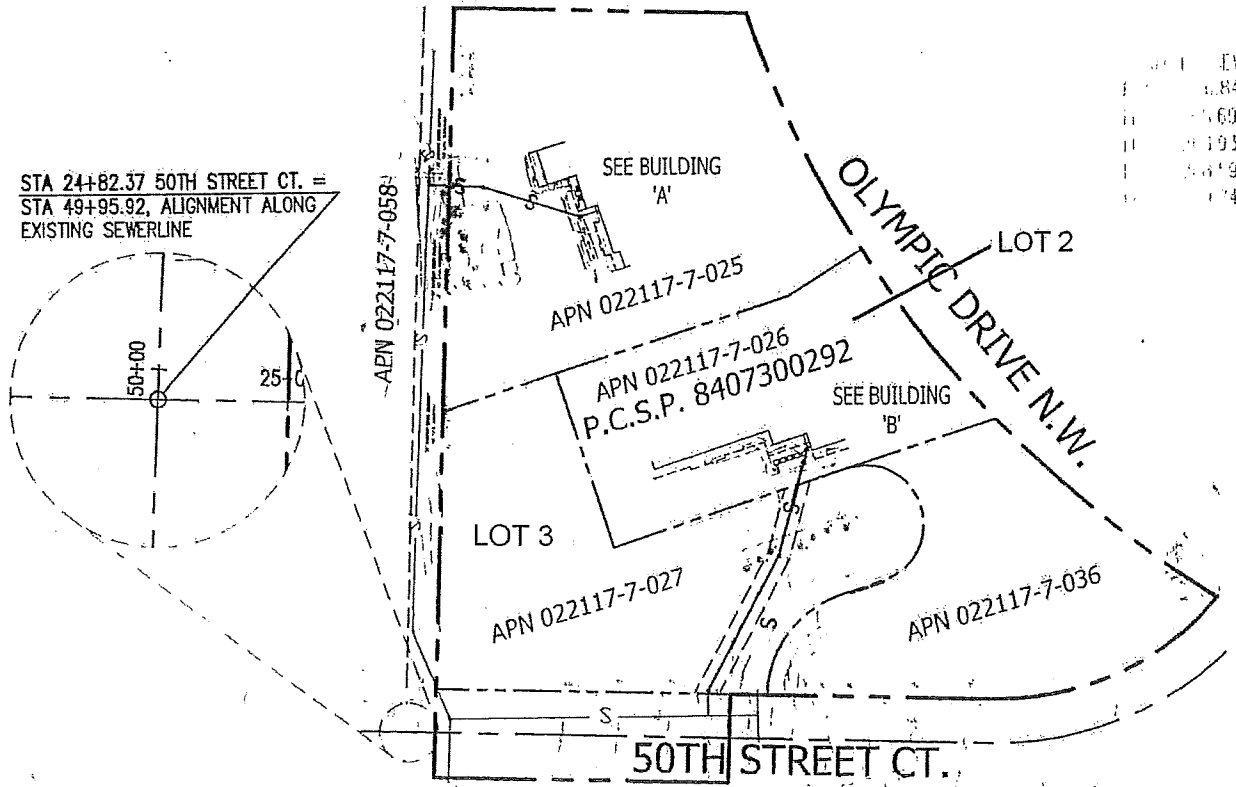


EXHIBIT C
EASEMENT LEGAL DESCRIPTION OF
APN 0221177026 AND APN 0221177027
(LOT 2 AND 3 OF PLAT 8407300292)

Section 17 Township 21 Range 02 Quarter 34 Lot 2 and Lot 3 of Plat No. 8407300292 together with easements and restrictions of record out of the original parcel number 0221173080 with the segregation number of U-0326.



Subject: Public Hearing and First Reading of Ordinance-RLD Minimum Density Requirement

Proposed Council Action: Hold a public hearing, review proposed amendment and develop findings for the second reading of ordinance

Dept. Origin: Planning Department

Prepared by: Tom Dolan
Planning Director

For Agenda of: October 27, 2008

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor:

CLH 10/10/08

Approved by City Administrator:

PK 10/9/08

Approved as to form by City Atty:

See attached email

Approved by Finance Director:

N/A

Approved by Department Head:

TD 10/9/08

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

The proposal would amend the allowed density in the Planned Community Development Low Density Residential (RLD) District from a maximum of four dwelling units to the gross acre to a minimum and maximum of four dwelling units to the gross acre. Currently, the RLD District (Gig Harbor Municipal Code 17.17.040) has no minimum density requirement, while the Comprehensive Plan (Policy 2.1.5) promotes an average net residential density of four to four and one-half dwelling units to the acre. The proposed amendment would bring the zoning code requirement into consistency with the Plan. The City Council should consider the proposed amendment after conducting the public hearing.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on October 15, 2008 per WAC 197-11-340(2). The appeal period for the DNS expires on November 5, 2008.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

At its September 18, 2008 meeting, the Planning Commission voted unanimously to send the proposed amendment to the City Council for its direct consideration.

RECOMMENDATION / MOTION

Hold a public hearing, review amendments and develop findings for the second reading of ordinance.

Katich, Peter

From: Carol Morris [carol_a_morris@msn.com]
Sent: Monday, October 06, 2008 11:59 AM
To: Katich, Peter
Subject: RE: Draft Ordinance - 080608.doc

ok

Carol A. Morris
Morris & Taraday, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
(360) 830-0328
F: (360) 850-1099

Subject: Draft Ordinance - 080608.doc
Date: Mon, 6 Oct 2008 11:54:22 -0700
From: KatichP@cityofgigharbor.net
To: morrisc@cityofgigharbor.net
CC: DolanT@cityofgigharbor.net

Carol: I've revised the draft ordinance per your comments. Please review and let me know if you have any additional comments. Thanks. Pete

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE ALLOWED DENSITY IN THE PLANNED COMMUNITY DEVELOPMENT LOW DENSITY RESIDENTIAL (RLD) ZONING DISTRICT FROM A MAXIMUM OF FOUR DWELLING UNITS PER GROSS ACRE TO A MINIMUM AND MAXIMUM OF FOUR DWELLING UNITS PER GROSS ACRE; AMENDING GHMC SECTION 17.17.040 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City desires to establish a minimum density of four (4) dwelling units per gross acre in the RLD zoning district to meet urban densities required by Comprehensive Plan Policy 2.1.5 which promotes an average net residential density of four to four and one-half dwelling units per acre; and

WHEREAS, the City desires to meet Countywide Planning Policy 6.1 for Urban Growth Areas which requires each jurisdiction to have policies which ensure that urban designated areas will achieve an average net density of four dwelling units per acre; and

WHEREAS, the City has projected a built density of 4 dwelling units per gross acre for the RLD zoning as part of the buildable lands analysis process to meet 20-year population projections allocated to the City through Pierce County; and

WHEREAS, the City desires to ensure that 20-year population allocations can be met; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on October 8, 2008; and

WHEREAS, on August 5, 2008, a copy of this Ordinance was sent to the Washington Department of Community, Trade and Economic Development, pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor City Council held a public hearing and considered this Ordinance at first reading on October 27, 2008; and

WHEREAS, on November 10, 2008, the City Council adopted this Ordinance at second reading during a regular City Council meeting; Now, therefore;

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

Section 1. Subsection 17.17.040(A) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.17.040 Performance standards.

A. Density. ~~Maximum~~ The minimum and maximum density is four dwelling units per gross acre. Additional density may be allowed using either of the following options:

1. Bonus Density Option. A bonus density of up to 30 percent over the base may be permitted, based upon the following allocations:

a. Thirty percent of the development site is common open space, which must be contiguous or larger than one acre in area (plus five percent).

b. A pedestrian trail system is provided within the common open space area, consistent with the adopted trails plan per the land use map (plus 10 percent).

c. A minimum 35 percent of the required common open space is improved as an active recreational area (plus 10 percent). Active recreational areas shall include, but not be limited to:

i. Clearly defined athletic fields and/or activity courts.

ii. Recreation center or community facility.

d. Additional common open space is provided between the development and adjacent residential zones, uses or developments (plus five percent bonus maximum at a ratio of one percent density bonus per five percent open space increase).

2. Density Credit Transfers. A transfer of density credits may be applied from one residential district within the PCD district to the RLD district up to a maximum of seven dwelling units per acre. Density credit transfers shall be as provided for in the density credit transfer section in Chapter 17.59 GHMC. Density credit transfers may be used in conjunction with bonus density options to achieve the maximum allowable density of seven dwelling units per acre.

* * *

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be 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 (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 ____, 2008.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

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:



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: PUBLIC HEARING – REVENUE SOURCES - 2009 GENERAL FUND BUDGET
DATE: OCTOBER 27, 2008

INTRODUCTION

Chapter 251, Laws of 1995 (RCW 84.55.120) requires a public hearing on revenue sources for the next year's general fund budget. The hearing must include considerations of possible increases in property tax revenues.

General Fund Revenue Summary

Revenue Source	2007	2008 Estimated balances	2009
Property Taxes	\$ 372,703	\$ 399,742	\$ 430,641
Sales Tax	5,370,707	5,835,597	5,252,038
Other Taxes	1,306,227	1,299,837	1,297,750
Licenses and Permits	1,818,703	1,046,912	910,732
Intergovernmental Revenues	172,913	225,797	100,346
Charges for Services	326,543	235,721	225,712
Fines and Forfeits	151,468	131,945	133,264
Miscellaneous Revenues	522,780	296,288	115,385
Total Revenues	10,042,044	9,471,839	8,465,868
Beginning Fund Balance	2,731,320	3,274,682	1,421,073
Total Resources	\$12,773,364	\$12,746,521	\$9,886,941



Subject: Grant Agreement for Netsheds

Proposed Council Action:

Authorize the Mayor on behalf of Council to approve the DHAP-CLG Grant Agreement to fund a *Haer Documentation of Historic Netsheds*

Dept. Origin: Community Development

Prepared by: Lita Dawn Stanton
Historic Preservation Coordinator

For Agenda of: October 27, 2008

Exhibits: DAHP Grant Agreement

Initial & Date

Concurred by Mayor: CLH 10/23/08
Approved by City Administrator: PK
Approved as to form by City Atty: (See Below)
Approved by Finance Director: _____
Approved by Department Head: DL 10/23

Expenditure	Amount	Appropriation
Required \$15,000 (in 2009)	Budgeted -0-	Required \$15,000 (in 2009)

INFORMATION / BACKGROUND

Every year, the Washington State Department of Archaeology and Historic Preservation (DHAP) provides federal pass-through grants to local certified governments (CLG) for preservation projects. The City applied for and received 2009 funding to do a Historic American Engineering Record (HAER) on 17 of Gig Harbor's historic netsheds. CAM has reviewed and approved this information by phone.

FISCAL CONSIDERATION

This is a no-match, reimbursement grant.

BOARD OR COMMITTEE RECOMMENDATION

The Design Review Board approved the recommendation to apply for funding of this project.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to approve the DHAP-CLG Grant Agreement to fund a *Haer Documentation of Historic Netsheds*



STATE OF WASHINGTON

Department of Archaeology and Historic Preservation
1063 S. Capitol Way, Suite 106 • PO Box 48343 • Olympia, Washington 98504-8343
(360) 586-3065 • Fax Number (360) 586-3067 • www.dahp.wa.gov

DAHP Contract # FY09-61019-007

Grant Agreement
Between
Washington State
Department of Archaeology and Historic Preservation
And
City of Gig Harbor

Grant No.: FY08-61019-007

Contact Person: Loren Doolittle (360) 586-3072
Federal Grant No.: N/A
CFDA No.: 15-904
Grant Title: City of Gig Harbor
Effective Date: September 1, 2008
Expiration Date: August 31, 2009

City of Gig Harbor "Haer Documentation of Historic Net Sheds".

This agreement is made between The Department of Archaeology and Historic Preservation hereinafter referred to as the DEPARTMENT, and City of Gig Harbor, hereinafter referred to as the GRANTEE.

Section 1. Responsibilities of the Grantee

- A. The GRANTEE will perform or cause others to perform the work described in the "Scope of Work" (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in attachments as enumerated and described in Section 3. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.

- B. The GRANTEE understands that the work called for under this agreement must conform to federal administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with all such

DAHP Contract # FY09-61019-007

requirements. The following documents summarize some of these requirements and are incorporated herein and made a part hereof as though set forth in full:

- (1) The requirements of OMB Circular A-133 for States, Local Governments, and Non-profit organizations.
 - (2) The "Secretary of Interior Standards and Guidelines for Archaeology and Historic Preservation." All products under this contract must be in compliance with the relevant Secretary's Standards and Guidelines e.g. Preservation Planning, Identification, Evaluation, Registration, Historic Research and Documentation, Architectural and Engineering Documentation, Archeological Investigation, Historic Preservation Projects, and Preservation Terminology.
 - (3) The "Historic Preservation Fund Grants Manual." - Latest Revision, February 2003.
 - (4) "Grants in Aid Manual." Department of Community Trade and Economic Development, Office of Archaeology and Historic Preservation.
 - (5) "Fiscal Year 2009 Historic Preservation Fund Annual Grant Application and Budget Changes / Special Conditions."
 - (6) "43 CFR 17 Civil Rights, Subpart A, Implementing Title VI of the Civil Rights Act of 1964; and Subpart B, Implementing Section 504 of the Rehabilitation Act of 1973; and Subpart C, Implementing the Age Discrimination Act of 1975; and subpart E, Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of the Interior."
 - (7) "Americans with Disabilities Act of 1990," 42 U.S.C. 1201 et seq. (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- c. The GRANTEE agrees to comply with the restrictions of 18 U.S.C. 1913 concerning lobbying with appropriated funds: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution

DAHP Contract # FY09-61019-007

proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.”

- D. The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least four years following the ending date of the grant. In the event that an audit of the GRANTEE or of the DEPARTMENT should take exception to any expenditures by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney’s fees. When arranging for an audit, the DEPARTMENT should contact:

Lita Dawn Stanton Tel: (253) 853-7609
City of Gig Harbor 3510 Grandview Street
Gig Harbor, WA 98335

- E. The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2. a. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as may be requested by the DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement within thirty (30) days following completion of the work.
- F. The GRANTEE agrees to provide the DEPARTMENT with a completion report following a form provided by the DEPARTMENT. The GRANTEE will submit this report on or before the end date. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the payment required in Section 2.a. pending receipt of this completion report.
- G. The GRANTEE agrees that the “Budget” (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a

DAHP Contract # FY09-61019-007

greater amount than that stipulated as DEPARTMENT share. In the event that the GRANTEE should spend less than the budgeted amount on an object or element in the budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting by the elements or objects in the budget. The actual expenditures for the amounts reflected in the budget may vary by 15 percent without requiring an amendment to this grant agreement.

- H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.

The GRANTEE agrees to submit the products identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final products which do not conform to the terms and conditions of this agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

- I. The GRANTEE agrees to submit a "Schedule for Project Completion" (Attachment 6) before beginning work under this agreement. Said schedule form shall list each element described in the "Scope of Work" and shall indicate the approximate date when completion of each can be expected.
- J. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.
- K. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under \$25,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement. (See Section 3, Attachment 7.)
- L. The GRANTEE agrees that it, its agents and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington.

DAHP Contract # FY09-61019-007

M. Federal funds are the basis for this contract. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Should for any reason the Federal funds which are the basis for this agreement become withdrawn, the agreement may be terminated without penalty to the DEPARTMENT.

N. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Consistent with RCW 43.17.320.340, the parties shall make every effort to resolve disputes arising out of, or relating to, this contract through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the director of each party and a third party mutually agreed upon by the director of each party. The team shall attempt, by majority vote, to resolve the dispute. If the dispute cannot be resolved in this fashion, either party may request assistance from the Governor pursuant to RCW 43.17.330.

O. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.

DAHP Contract # FY09-61019-007

- P. The GRANTEE agrees to include written acknowledgment of National Park Service, Department of Community Trade and Economic Development, and Office of Archaeology and Historic Preservation support for all grant-related publications and public information materials including audio-visual and workshop materials. The GRANTEE further agrees that the written acknowledgment shall comply with the form and content stipulated in the "Historic Preservation Fund Grants Manual – 2005."
- Q. The GRANTEE agrees to any additional conditions identified in section 3 and attached to this agreement.
- R. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, martial status, national origin, or the presence of any sensory, mental, or physical handicap in accordance with Chapter 49.60RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

- s. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's Business Enterprise firms certified by OMWB.
- T. The GRANTEE agrees to a zero (0) match of funds. The GRANTEE agrees that any match specifically identified to this grant agreement by the GRANTEE the GRANTEE will not claim match directly earmarked or identified for this agreement as match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to match provided by the GRANTEE to this agreement as indirect eligible match to the National Park Service, Historic Preservation Fund award to the DEPARTMENT.
DEPARTMENT Grant Amount: \$15,000.00 **GRANTEE** Minimum Grant Match Amount: \$0.00.

DAH P Contract # FY09-61019-007

Section 2. Responsibilities of the DEPARTMENT

- A. The DEPARTMENT agrees to reimburse the GRANTEE one hundred (100) percent of its actual authorized expenditures for the purpose of this agreement, provided:
 - (1) The total paid by the DEPARTMENT shall not exceed the amount stipulated in the "Budget" (Attachment 1) as DEPARTMENT share.
 - (2) All expenditures were incurred between the beginning and ending dates of the grant.
 - (3) No expenditures have been previously claimed in any other grant from any agency of the state or federal government.
 - (4) The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.
 - (5) The GRANTEE has met all requirements contained in this agreement.

- B. The DEPARTMENT agrees to consider requests from the GRANTEE for progress payments if, in the DEPARTMENT'S judgment, the public interest will be served by doing so and if such payments are administratively practical.

- C. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

The following attachments are hereby incorporated into and made a part of this agreement.

- Attachment #1. "Budget," consisting of one page.
- Attachment #2 "Scope of Work consisting of three pages
- Attachment #3A. "Civil Rights Assurance", consisting of one page.
- Attachment #3B, "Understanding Grant Requirements", consisting of one page.
- Attachment #3C. "Certification Regarding Debarment," consisting of one page.
- Attachment #4. "State Form A19-1 Invoice Voucher" to be used as basis for billing, consisting of one page.
- Attachment #5 "Report of Services/ Labor Value Appraisal" form to be used by GRANTEE to document labor costs, consisting of one page.
- Attachment #6 "Schedule for Project Completion" form, consisting of one page

DAHP Contract # FY09-61019-007

Attachment #7 "Competitive Negotiation and Small Purchases Contracting Documentation," consisting of one page, for a total of Eleven (11) pages.

Section 4. Amendments

This grant agreement may only be amended if such amendment is in writing (with the exception of the 15% variance for actual expenditures identified in Section 1.g), agreed to and signed by all the parties, and attached hereto.

DEPARTMENT:

GRANTEE:

Allyson Brooks, Director

City of Gig Harbor

Date

Date

Fed ID No.

Attachment #1
Budget

ELEMENT/OBJECT

Salaries	Federal Dollars	Hard Match*	Soft Match*	Total

Indirect %				
-------------------	--	--	--	--

Total Element/Object:				
------------------------------	--	--	--	--

GOODS & SERVICES

Contract Services	Federal Dollars	Hard Match	Soft Match	Total
Consultant	\$15000			\$15000

Materials/Supplies/Equipment				

Other				

Total Goods & Services:				
------------------------------------	--	--	--	--

	Federal Dollars	Hard Match	Soft Match	Total Project Cost - 100%
Total Funding Request	\$15000			\$15000

*No match required in Federal Fiscal Year 2009.

Attachment #2

Scope of Work

- I) WORK TO BE ACCOMPLISHED: The GRANTEE shall conduct the following activities:
- a) CITY OF GIG HARBOR "HAER DOCUMENTATION OF HISTORIC NET SHEDS": The GRANTEE shall create HAER documentation, as follows:
 - b) SURVEY AREA AND CRITERIA: The GRANTEE shall create a HAER level survey of:
 - c) AREA: Net sheds in Gig Harbor.
 - d) CRITERIA: 17 remaining Net Sheds in Gig Harbor.
 - e) The project must meet the SECRETARY OF THE INTERIOR'S GUIDELINES for ARCHITECTURAL AND ENGINEERING DOCUMENTATION:
 - i) **Standard I. Documentation Shall Adequately Explicate and Illustrate What is Significant or Valuable About the Historic Building, Site, Structure or Object Being Documented.**
The historic significance of the building, site, structure or object identified in the evaluation process should be conveyed by the drawings, photographs and other materials that comprise documentation. The historical, architectural, engineering or cultural values of the property together with the purpose of the documentation activity determine the level and methods of documentation. Documentation prepared for submission to the Library of Congress must meet the HABS/HAER Guidelines.
 - ii) **Standard II. Documentation Shall be Prepared Accurately From Reliable Sources With Limitations Clearly Stated to Permit Independent Verification of the Information.**
The purpose of documentation is to preserve an accurate record of historic properties that can be used in research and other preservation activities. To serve these purposes, the documentation must include information that permits assessment of its reliability.
 - iii) **Standard III. Documentation Shall be Prepared on Materials That are Readily Reproducible, Durable and in Standard Sizes.**
The size and quality of documentation materials are important factors in the preservation of information for future use. Selection of materials should be based on the length of time expected for storage, the anticipated frequency of use and a size convenient for storage.
 - iv) **Standard IV. Documentation Shall be Clearly and Concisely Produced.**
In order for documentation to be useful for future research, written materials must be legible and understandable, and graphic materials must contain scale information and location references.
- II) SURVEY PROJECT MANAGER: The GRANTEE shall ensure that the personnel directing the survey activities meet the professional qualifications in 36 CFR 61, Appendix A. The personnel must be procured using a competitive process as outlined in the Historic Preservation Fund Grants Manual, October 1997, see Attachment #7. Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the historic preservation consultant conducting the survey project.

III.) DRAFTS: The GRANTEE shall submit to the DEPARTMENT a draft copy of the completed HAER Net Shed Documentation. First draft materials shall be submitted to the DEPARTMENT no later than May 22, 2009. A second submittal of draft materials shall be submitted no later than July 24, 2009. Final product is due on Friday, August 28, 2009. The DEPARTMENT shall respond to the GRANTEE within thirty days of each draft submittal with comments. If the DEPARTMENT has not responded within thirty days, the GRANTEE shall assume that the DEPARTMENT has no comment on the draft submittals.

INCOMPLETE OR INACCEPTABLE MATERIALS: Any required survey materials submitted which are not considered acceptable or complete—which do not meet the SECRETARY OF THE INTERIOR'S GUIDELINES for ARCHITECTURAL AND ENGINEERING DOCUMENTATION—will be returned to the GRANTEE for completion within the grant period.

IV.) REIMBURSEMENT: The GRANTEE will only be reimbursed for preparing acceptable and complete required survey materials submitted during the grant period.

V.) DEPARTMENT RESPONSIBILITIES: The DEPARTMENT shall provide the GRANTEE with the STATEWIDE HISTORIC PROPERTY INVENTORY DATABASE and the database user manual if the GRANTEE does not already possess the DATABASE.

VI.) PUBLIC EDUCATION ACTIVITIES

The GRANTEE shall research, design, and conduct at least one public presentation during the grant period subject to the following conditions:

- a. The purpose of the presentation(s) shall be to present findings of the HAER project and respond to any questions raised by the public.
- b. The GRANTEE shall notify the DEPARTMENT of the presentation date and shall be afforded an opportunity to attend.
- c. Summarize the public presentation(s) including but not limited to: number of participants, comments, and notable conclusions arising from the presentation. Include the summary in the completion report.

VII.) REPORTING ACTIVITIES

- a. GRANT ADMINISTRATION: The GRANTEE shall establish and maintain contact with the DEPARTMENT throughout the grant period as to the status of all grant activities by preparing and submitting the following reports to the DEPARTMENT at the times indicated:
- b. SUMMARY REPORTS: The GRANTEE shall prepare the following reports which summarize specific activities in the Scope of Work:
 - i. COMPLETION REPORT: At the conclusion of the grant activities, prepare a completion report detailing compliance with each aspect of the Scope of Work and all minimum products not already provided to the DEPARTMENT. Submit to the DEPARTMENT on or before the end of the grant period.
- c. DEPARTMENT RESPONSIBILITIES: The DEPARTMENT shall provide the GRANTEE with all the necessary forms, examples, or guidelines for preparing and submitting the reports.

VIII.) PRODUCTS: The GRANTEE shall at a minimum submit the following products to the DEPARTMENT:

- a. Documentation Level I;
 - (1) Drawings: a full set of measured drawings depicting existing or historic conditions.

(2) Photographs: photographs with large-format negatives of exterior and interior views; photocopies with large-format negatives of select existing drawings or historic views where available.

IX.) PUBLIC EDUCATION:

- a. One copy of printed materials produced in conjunction with the public presentation and summary report.

X.) REPORTS

- a. A schedule for project completion (already submitted with grant application).
- b. A completion report.

ATTACHMENT 3A

U. S. DEPARTMENT OF THE INTERIOR
CIVIL RIGHTS ASSURANCE

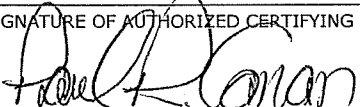
As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. **THE APPLICANT HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor Pro Tem
APPLICANT/ORGANIZATION CITY OF GIG HARBOR	DATE SUBMITTED 4-7-08
APPLICANT/ORGANIZATION MAILING ADDRESS 3510 GRANDVIEW STREET	BUREAU OR OFFICE EXTENDING ASSISTANCE

**DI-1350
(REV 6/91)**

ATTACHMENT 3B

STATEMENT OF UNDERSTANDING FOR GRANT MANAGEMENT REQUIREMENTS

- CLGs receiving HPF grant assistance must fulfill the terms of their grant agreement with the state and adhere to all requirements of the National Register Programs Manual. This requirement includes compliance with Title VI of the Civil Rights Act of 1964, 78 Stat. 241, as amended, which provides that no person on the grounds of age, race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity receiving Federal financial assistance.
- Local financial management systems shall be in accordance with the standards specified in OMB Circular A-128, "Standards for Grantee Financial Management Systems."
- Indirect costs may be charged as part of the CLG grant only if the CLG subgrantee meets the requirements of the manual. Unless the CLG has a current indirect cost rate approved by the cognizant federal agency, only direct costs may be charged.
- Grant recipients must maintain auditable financial records in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.
- The CLG subgrantee will provide, with request for reimbursement, documentation to support billings (time sheets, front and back canceled checks, etc.) for federal and non-federal share claimed.
- Repayment will be made to the SHPO organization if terms and conditions of the subgrant agreement are not followed or costs claimed are disallowed following audit.

CITY OF GIG HARBOR

CLG

Paul R. Conan

SIGNATURE OF APPLICANT

Mayor Pro Tem

TITLE

3/28/08

DATE

ATTACHMENT 3C

U.S. Department of the Interior
Certification Regarding
Debarment, Suspension, Ineligibility and
Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Paul R. Conan Mayor Pro Tem
Name and Title of Authorized Representative

Paul R. Conan 3/28/08
Signature Date

FORM A19-1A	STATE OF WASHINGTON INVOICE VOUCHER
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AGENCY USE ONLY	
AGENCY NO. 355	CONTRACT NO. OR GA AUTH. NO. FY09-61019-007

AGENCY NAME
Department of Archaeology and Historic Preservation PO Box 48343 1063 South Capital Way Suite Olympia, Wa 98504-8343 ATTN:
VENDOR OR CLAIMANT (warrant is to be payable to)
City of Gig Harbor 3510 Grandview Street Gig Harbor, WA 98335

INSTRUCTIONS TO VENDOR OR CLAIMANT:

In the absence of a detailed invoice, submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

Vendor's Certificate:

I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veteran status.

By: _____
(Sign in ink)

(Title) (Date)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.	RECEIVED BY	DATE RECEIVED
---	-------------	---------------

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT

PREPARED BY (Fiscal)				DATE	DIVISION APPROVAL				DATE				
DOC DATE			CURRENT DOC NO			REF DOC NO			VENDOR NUMBER		VENDOR MESSAGE		
SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	CNTY	CITY	PROJECT	AMOUNT	INVOICE NUMBER	GENERAL LEDGER
APPROVED FOR PAYMENT BY FISCAL								DATE	WARRANT TOTAL				

REPORT OF SERVICES

Name of Project:
Name of Person Performing Services:
Address:
Telephone:
<input type="checkbox"/> <input type="checkbox"/>
Did you receive any compensation for the time you devoted to this project?
Yes No
If yes, who paid you?
How much were you paid?

Month:	Year:
Describe the services you performed. (If you supervised others, include their names and positions.)	
How was the hourly rate shown below determined?	
<input type="checkbox"/> Labor value appraisal on reverse side of this form.	
<input type="checkbox"/> Other, explain:	

Total number of hours worked each day during this month:								
Beginning	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Totals

I hereby swear that I devoted the time reported above, performing the work described on the project named. This time has not been reported for any other Federal or State project.

_____ Date _____

I supervised or coordinated this person's work and verify that it was performed as indicated above.

_____ Date _____

Washington State Office of Archaeology and Historic Preservation
 1063 S. Capitol Way, Suite 106
 PO Box 48343
 Olympia, WA 98504-8343

Total hours this month:		# of hours
Hourly rate:	\$	Per hour
Amount charged to project:	\$	

INSTRUCTIONS:

Use this form to document all labor, whether paid or voluntary, which is claimed against a grant or used for the matching share of a grant. Complete it on a timely basis, i.e., fill it out immediately after the service is provided.

ATTACHMENT 7

COMPETITIVE NEGOTIATION AND SMALL PURCHASES CONTRACTING DOCUMENTATION

THIS FORMAT SHOULD BE USED FOR CONTRACTS FOR PROFESSIONAL SERVICES AND OTHER PROCUREMENT TO DOCUMENT COMPLIANCE WITH FEDERAL PROCUREMENT STANDARDS.

1. Grant Number: _____

2. Type of Contract: Professional Services _____
Printing _____
Equipment/Supplies _____
Other _____

3. Addresses of Contractors Contacted:

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Contractor Selected: _____
Basis for Selection: Lowest Price _____ Other _____

If the basis for selection was not the lowest price, explain the basis used:

Signature of Grantee Official

Date

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

INTERAGENCY AGREEMENT
WITH THE CITY OF GIG HARBOR

Agreement No. IAA 09-102

This Agreement is between the City of Gig Harbor, referred to as the CITY and the Washington State Department of Natural Resources, South Puget Sound Region, referred to as the DNR.

The DNR and the CITY enter into this Agreement under authority of Chapter 39.34RCW of Washington State, Interlocal Cooperation Act.

The purpose of this Agreement is to provide an agreement between the CITY and DNR to help fund a portion of the placement of habitat gravel mix for the shoreline restoration of the Eddon Boatyard located on the west shoreline in Gig Harbor, Washington

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The CITY shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment A.

2.01 Period of Performance. The period of performance of this Agreement shall begin on October 1, 2008, and end on June 1, 2009, unless terminated sooner as provided herein.

3.01 Payment. Pay for the work provided is established under RCW 39.34.130. The parties estimate that the total cost of accomplishing the work will not exceed thirty six thousand dollars (\$36,000). Pay for services shall be based on the rates and terms described in Attachment B - Budget.

DNR is limited to \$36,000 only to the project to specifically fund components of Item ^{14 AS} 4, Furnish and Place Bulkhead Habitat Mix, described in Attachment B. The remainder of the \$1,040,098.00 in the Budget will come from other sources.

4.01 Billing Procedures. The CITY shall submit invoices to DNR monthly. Payment to the CITY for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. The parties to this Agreement shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the CITY and DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the

facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement can not be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01. Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to his agreement.

15.01 General Insurance Requirements

The DNR and the CITY are protected by their respective insurance liability programs. DNR and the CITY have entered into an agreement to provide the services herein. This agreement will terminate on the date listed in the period of performance.

Each party to this agreement will be assigned, and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. The DNR and the CITY agree, to the extent permitted by law, to defend, protect, save and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's negligent acts or omissions or those of its agents or employees in the performance of this agreement.

16.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement that are effective without the invalid provision remain valid if the agreement formed by the remaining clauses conforms to the requirements of applicable law and the fundamental purpose of this agreement.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

19.01 Project Coordinators.

- (1) The Project Coordinator for CITY is Steve Misiurak.
Telephone Number 253-851-6170.

- (2) The Project Manager for the DNR is Monica Shoemaker.
Telephone Number 206-799-2949.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF GIG HARBOR

Dated: _____, 20__

By: _____
CHARLES HUNTER

Title: Mayor

Address: 3510 Grandview Street
Gig Harbor, WA 98335

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: _____
DERRICK TOBA

Title: Assistant Region Manager

Address: 950 Farman Avenue
Enumclaw, WA 98022

Interagency Agreement
Approved as to form
By the Assistant Attorney General
State of Washington

Attachment A

STATEMENT OF WORK

The CITY is performing clean up activities at the Eddon Boatyard Site on the western side of Gig Harbor. The cleanup includes demolition of the existing creosoted bulkhead, pier and marine rails, removal of the gangway and floating dock, and cleanup of sediments that exceed Sediment Management Standards by dredging, backfilling, and capping. All dredged and capped areas will receive a final layer of habitat material to create a new substrate that closely matches existing conditions and enhances habitat value.

The creosote-treated bulkhead is 1,600 square-feet long and includes 26 creosote-treated piling. The removal of the bulkhead will increase upper intertidal acreage and facilitate the creation of a pocket estuary. Eighty seven creosote-treated piling will be removed from the pier and marine rails.

The CITY will provide all the resources for completing all related design work, contract management and oversight, permitting, bidding of the construction, and contracting the work to remove, transport, and dispose of the structures described in this agreement.

The CITY is responsible for securing all the necessary permits and project reviews including archaeological and historical review, as required by Executive Order 05-05.

The DNR Project Manager shall receive a copy of all permits related to this agreement as well as the historical review documentation.

Following the completion of the project the CITY will provide a report to the DNR Project Manager. The report will include the following information:

1. Total number of pilings removed.
2. Total tonnage of creosote-treated material removed.
3. Total amount of habitat mix placed on site.
4. Construction start date and end date.
5. Total project cost.

/ / / / / / /
END STATEMENT OF WORK

Attachment B

BUDGET

Invoice Identification and Information

DNR has agreed to pay for a portion of the cost associated with the following project functions related to the placement of habitat gravel mix, but not to exceed thirty six thousand dollars (\$36,000). These functions estimated costs are shown in line item 14. The current estimated cost for these line items is ninety six thousand dollars (\$60,000). DNR is limited to \$36,000 only to the project to specifically fund components of Item 4, Furnish and Place Bulkhead Habitat Mix. The remainder of the \$1,040,098.00 in the Budget will come from other sources.

Reimbursement will be paid when the following are observed by the CITY:

1. The terms of the Interagency Agreement Number 09-102 are complied with.
2. The final invoice that breaks down the specific costs of the project including: furnishing and placement of habitat mix.
3. The invoice submitted to DNR by the CITY must reference Interagency Agreement Number IAA 09-102

ITEM	DESCRIPTION	BID QUANTITY	ACC Unit Prices	ACC Totals
1	MOBILIZATION	1	\$70,000.00	\$70,000.00
2	SITE PREPARATION	1	\$9,500.00	\$9,500.00
3	TRAFFIC CONTROL SUPERVISOR	1	\$5,000.00	\$5,000.00
4	FLAGGERS AND SPOTTERS	1,000	\$60.00	\$60,000.00
5	CONSTRUCTION SIGNS CLASS A	64	\$34.00	\$2,176.00
6	PORTABLE CHANGEABLE MESSAGE SIGN	2	\$3,000.00	\$6,000.00
7	OPERATION OF PORTABLE CHANGEABLE MESSAGE SIGN	120	\$10.00	\$1,200.00
8	OTHER TEMPORARY TRAFFIC CONTROL	1	\$2,500.00	\$2,500.00
9	ENVIRONMENTAL PROTECTION	1	\$30,000.00	\$30,000.00
10	DEMOLITION AND DISPOSAL OF TIMBER PIER AND BOAT HAUL-OUT RAILS	1	\$146,000.00	\$146,000.00
11	DREDGING AND DISPOSAL OF CONTAMINATED SEDIMENT	1	\$270,000.00	\$270,000.00
12	FURNISH AND PLACE SAND	1	\$110,024.00	\$110,024.00
13	FURNISH AND PLACE SURFACE GRAVEL	1	\$80,000.00	\$80,000.00
14	FURNISH AND PLACE BULKHEAD HABITAT MIX	1	\$60,000.00	\$60,000.00
15	DEMOLITION AND DISPOSAL OF TIMBER BULKHEAD	1	\$36,000.00	\$36,000.00
16	EXCAVATION AND DISPOSAL OF UPLAND SOILS	1	\$37,000.00	\$37,000.00
17	HYDROSEED DISTURBED AREAS	1	\$1,850.00	\$1,850.00
18	FORCE ACCOUNT	1	\$25,000.00	\$25,000.00
19	ADDITIONAL DREDGING (IF REQUIRED)	50	\$145.00	\$7,250.00
	SUBTOTAL			\$959,500.00
	TAX AT 8.4%			\$80,598.00

	TOTAL		\$1,040,098.00
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 / / /
END BUDGET



Subject: DNR Amendment to Eddon Boatyard Grant Agreement

Proposed Council Action: Authorize the Mayor on behalf of Council to approve the Eddon Boatyard Sediment Remediation Amendment to the Agreement No. 08-151.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: October 27, 2008

Exhibits: Amendment to Interagency Agreement

Initial & Date

Concurred by Mayor: CLH 10/23/08

Approved by City Administrator: PK

Approved as to form by City Atty: (see below)

Approved by Finance Director: _____

Approved by Department Head: DD 10/23

Expenditure	Amount	Appropriation
Required \$ 82,000	Budgeted \$ 1,500,000	Required \$ -0-

INFORMATION / BACKGROUND

In December of 2007, the Washington State Department of Natural Resources (DNR) approved \$100,000 in grant funds for the removal of creosote-treated wood at the Eddon Boatyard. This Amendment provides additional grant monies in the amount of \$82,000 from DNR to meet the increased costs of creosote-treated wood removal and disposal. This amount has already been budgeted as part of the Eddon Boatyard Sediment Remediation Project and will be reimbursed to the City once the work has been completed. CAM has reviewed and approved this information by phone.

FISCAL CONSIDERATION

This is a reimbursement grant.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to authorize an Amendment to Interagency Agreement No. 08-151.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

AMENDMENT TO INTERAGENCY AGREEMENT

Amendment No. 1 to Interagency Agreement No. 08-151

PURPOSE: To amend the agreement between the State of Washington, Department of Natural Resources and the City of Gig Harbor.

The Agreement is amended as follows:

The budgetary commitment increases by eighty two thousand dollars (\$82,000). The total maximum budgetary commitment for this agreement is increased to one hundred eighty two thousand dollars (\$182,000). The reason for the increase is the need for additional funds for creosote-treated wood removal and disposal.

The effective date of this amendment is October 1, 2008.

ALL OTHER TERMS AND CONDITIONS of the original agreement and any subsequent amendments remain in full force.

CITY OF GIG HARBOR

Dated: _____, 20__

By: _____

CHARLES HUNTER

Title: Mayor

Address: 3510 Grandview Street
Gig Harbor, WA 98335

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: _____

FRAN MCNAIR

Title: Aquatic Land Steward

Address: 1111 Washington St. SE
Olympia, WA 98504

Interagency Agreement
Approved as to form
By the Assistant Attorney General
State of Washington



Subject: Well No. 10 Water Right Application
Cost Reimbursement Agreement – Department
Of Ecology

Proposed Council Action: Approve the
Execution of the Cost Reimbursement
Agreement with the Washington State
Department of Ecology.

Dept. Origin: Public Works Department

Prepared by: Jeff Langhelm *AL*
Senior Engineer

For Agenda of: October 27, 2008

Exhibits: Cost-Reimbursement
Agreement and Scope

Initial & Date

Concurred by Mayor: *CLH 10/23/08*
Approved by City Administrator: *RYK 10/23/08*
Approved as to form by City Atty: *TOM MORTIMER*
Approved by Finance Director: *DL 10/23*
Approved by Department Head: *AL 10/23/08*

Expenditure	Amount	Appropriation
Required \$9,027	Budgeted \$500,000	Required \$0

INFORMATION / BACKGROUND

The City currently has approximately 1,900 equivalent residential units (ERUs) of water available for reservation through the City's water capacity reservation certificate process. The number of available ERUs is based on the current ERU rate of 314 gallons/day/ERU. However, with a proposed large scale residential subdivision in the Gig Harbor north area, half of these available ERUs of water may be reserved by one development within the next year.

In August 2000 the City of Gig Harbor submitted a water rights application to the Washington State Department of Ecology for a new ground water source, designated as Well No. 9, to be located in the Gig Harbor North area. This water right application requested withdrawal of 1,000 acre-feet per year (approximately 2,800 ERUs) at a location adjacent to the City's Gig Harbor North water tank. This water right application has not yet been reviewed by the Department of Ecology and, due to the location, will likely require a substantial effort to complete the application process.

In the interim, with the assistance of the City's water rights attorney, Tom Mortimer, the City made a second application for water rights for a proposed Well No. 10. This application, made on May 29, 2008, requested permission to withdraw 750 acre-feet per year (approximately 2,100 ERUs) at a location adjacent to the City's current Well No. 2 in Crescent Creek Park. Due to Well No. 10's proposed location adjacent to tidally influenced water the

application, processing of the Well No. 10 application will likely require much less effort than that for Well No. 9.

In order to expedite the water rights review by the Department of Ecology the City has requested a scope and fee for a third party review of the Well No. 10 water right application. Subsequently, to have this third party review completed, the City must execute the attached Department of Ecology Cost Reimbursement Agreement.

It is the City staff's understanding that the City is required to sign this contract if it wishes to proceed. The City Attorney has been told that the City cannot make any changes to this agreement. She has reviewed the Agreement with this understanding.

FISCAL CONSIDERATION

The 2008 City of Gig Harbor Budget includes these costs in the Water Capital budget, Item No. 2, "Shallow Well" (aka. Well No. 10). The budget summary for this item is provided in the table below:

2008 Budget for Shallow Well (Water Capital, Item No. 2)	\$ 500,000
Year-To-Date Contract(s)	
Carollo Engineers (Well No. 10 portion)	\$ (237,975)
Anticipated 2008 Contract(s)	
Well Drilling	\$ (100,000)
Sub-total Remaining =	\$ 162,025
Proposed Action	
DOE Cost Reimbursement Agreement	\$ (9,027)
Total Remaining =	\$ 152,998

BOARD OR COMMITTEE RECOMMENDATION

A water rights update was presented at April 17, 2008 Operations and Public Projects committee with no request to abandon water rights acquisition for Well No. 10.

RECOMMENDATION / MOTION

Move to: Approve the Execution of the Cost Reimbursement Agreement with the Washington State Department of Ecology.

Langhelm, Jeff

New Business - 6

From: Carol Morris [carol_a_morris@msn.com]
Sent: Thursday, October 23, 2008 2:45 PM
To: Langhelm, Jeff
Subject: RE: Oct 27 Consent Agenda Item
Attachments: 2008_Agreement_DOE_CRA_Phase_I_Approval_10-27-08[1].doc

See my addition to the agenda bil. - *INCORPORATED INTO ATTACHED AGENDA BILL.*

Carol A. Morris
Morris & Taraday, P.C.
P.O. Box 948
Seabeck, WA 98380-0948
(360) 830-0328
F: (360) 850-1099

Subject: ~~Oct 27~~ Consent Agenda Item
Date: ~~Wed, 15~~ Oct 2008 16:51:15 -0700
From: langhelmj@cityofgigharbor.net
To: morrisc@cityofgigharbor.net

Hi Carol,

Would you please review and comment on the attached council bill and exhibit for the October 27 council meeting?

I have started the routing to David S. today.

Thanks! -Jeff

Jeff Langhelm, PE
Senior Engineer
City of Gig Harbor
(253) 853-7630

10/23/2008

Washington State Department of Ecology ^{New Business - 6} Cost-Reimbursement Agreement (CRA)

Between the
Washington State Department of Ecology
and
City of Gig Harbor

CRA Project No.9R80
Phase I

PART A SPECIAL TERMS AND CONDITIONS AND SCOPE OF WORK

Current For: FY 2008-2009

<u>Contents:</u>	<u>Page</u>
I. Applicant Information	1
II. Ecology Information	2
III. Performance Security	2
IV. Terms of Agreement	2
V. Effective Date	4
VI. Entire Agreement And Signatures	4

I. Applicant Information

<u>Project Manager/Primary Point of Contact</u>	<u>Billing Address</u>
Name: Stephen Misiurak	Name: Same
Address: City of Gig Harbor	Address:
Address: 3510 Grandview Street	Address:
City, State: Gig Harbor, WA	City, State:
Zip Code: 98335	Zip Code:
Telephone: (253) 851-6170	Telephone:
E-mail:misiuraks@cityofgigharbor.net	E-Mail:
Fax: (250) 853-7597	Fax:

II. Ecology Information

Technical Project Manager/Primary Point of Contact:

Name: Phil Crane
Address: P.O. Box 47775
City, State, Zip: Olympia, WA, 98504-7775
Telephone #: 360-407-0238
E-mail: pcra461@ecy.wa.gov
Fax: 360-407-6305

Project Manager/Primary Point of Contact:

Name: Jim Roth
Address: PO Box 47615
City, State, Zip: Olympia, WA, 98504-7615
Telephone #: 360-407-7036
E-mail: JROT461@ECY.WA.GOV
Fax: 360-407-7153

III. Performance Security

Performance Security Option Selected, Dollar Amount, And, If Applicable, Holding Institution (Pursuant To Section II.B.6. Of Part B — General Terms and Conditions):

Performance Security Option - \$ 5,000 Deposit

IV. Terms of Agreement

Consistent with the provisions of Part B — General Terms and Conditions as well as the provisions of RCW 43.21A.690 and RCW 90.03.265, the following describes the specific tasks, budget detail, and schedule for the scope of work to be performed by Ecology and its consultant(s) to be subsequently reimbursed by the Applicant pursuant to this CRA. Accordingly, the Parties signatory to this Agreement agrees:

The City of Gig Harbor filed a water right application in 2008 requesting the withdrawal of 800 gpm, up to 75 acre-feet per year, from the city’s Well #10. Phase I will involve a qualitative delineation of the source of water associated with the City of Gig Harbor groundwater right application G2-30473, and will identify any senior water right applicants applying for water from this source.

Phase II will involve the preparation of a Report of Examination (ROE) for the subject **New Business - 6** application as well as ROEs for any senior applicants identified as part of Phase I. Phase I will lay the groundwork for Phase II and will include a site visit and background research into the local hydrogeology and senior water rights.

A scope and cost estimate for Phase II will be submitted along with the final Phase I technical memorandum.

Phase I
Scope of Work with Associated Budget Detail and Schedule

Phase I - Information Review and Technical Memorandum

- Review of existing information (application file, applicant submittals, WRTS report, etc.); attendance at an initial meeting with applicant representative(s) and Ecology staff at SWRO; and monthly project management activities (invoice review, progress report preparation, routine communications).
- Field visit to Gig Harbor, Washington to observe the proposed place-of-use, well site, and geologic setting.
- Observe and review relevant technical information (geologic maps, hydrogeologic reports, well logs, state regulations, etc.); preparation of draft Phase I technical memorandum for Ecology review, preparation of final Phase I technical memorandum; and preparation of scope and cost estimate for Phase II.

Consultant Phase I Costs-

Phase I – Information Review and Associated Tasks:

- Estimated Number of Consultant Hours = 72 Hours
- Estimated Consultant Cost = \$ 7,677.00
- Estimated Phase I Completion Date = 12 Weeks From Effective Date of Work Assignment

Ecology Direct and Phase I Staff Replacement Costs-

- Estimated Number of Ecology Hours to be Billed to Applicant for Direct Work on Project = 10 Hours
- Estimated Ecology Costs to be Billed to Applicant for Direct Work on Project = \$ 550.00
- Staff Replacement Cost = \$ 800.00

<p>Phase I Informational Task, Budget, and Schedule Summary</p>	<p>New Business - 6</p>
--	--------------------------------

	Phase I Budget Estimate	Schedule
Consultant Costs	\$7,677.00	12 Weeks from Ecology Signature of Work Assignment
Ecology Direct Costs	\$ 550.00	
Staff Replacement Cost	\$ 800.00	
Budget Subtotal:	\$ 9,027.00	

Informational task, budget, and schedule summary presented here is for informational purposes only. Ecology tracks and manages costs at the total project level. A formal written and signed amendment to this CRA is required to increase the total project budget amount or extend the completion date. This budget estimate does not include potential costs associated with appeals following issuance of the final decision.

V. Effective Date

The effective date of this CRA is the date of signature by the Washington State Department of Ecology. The end date of this agreement is June 30, 2009.

VI. Entire Agreement and Signatures

The Parties hereto have agreed to the tasks, budget detail, and schedule described herein Part A. This entire agreement, consisting of Part A — Special Terms and Conditions and Scope of Work, Part B — General Terms and Conditions, and any formal written and signed amendment, can only be modified by a subsequent formal written and signed amendment as described in Section II.E.3. of Part B — General Terms and Conditions.

Applicant’s Authorized Official:

Ecology’s Authorized Official:

By: _____
 Title: _____
 Date: _____
 Address: _____
 City, State, Zip: _____
 Telephone #: _____
 E-mail: _____
 Fax: _____

By: _____
 Title: _____
 Date: _____
 Address: P.O. Box 47600
 City, State, Zip: Olympia, WA. 98504
 Telephone #: 360-407-6000
 E-mail: _____
 Fax: 360-407-7153



Subject: Resolution – Sole Source Contract
Audio/Video Court equipment

Proposed Council Action:

Adopt the sole-source resolution for the Court
Smart Audio / Video system.

Dept. Origin: Court

Prepared by: Paul Nelson

For Agenda of: October 27, 2008

Exhibits:

Initial & Date

Concurred by Mayor:

CLH 10/23/08

Approved by City Administrator:

PK 10/23/08

Approved as to form by City Atty:

See notes

Approved by Finance Director:

Approved by Department Head:

Expenditure	Amount	Appropriation
Required \$61,354.40	Budgeted \$61,354.40	Required \$61,354.40

INFORMATION / BACKGROUND

In an effort to reduce/eliminate the need to transport prisoners from the Pierce County Jail the Court budgeted for the purchase of an audio/video system that would allow an offender to be present via video transmission. In order to successfully install and operate the system the Court needed to purchase same unique equipment previously installed and operated by the Pierce County Jail.

Additionally, due to system and space limitations at the Pierce County Jail the court agreed to use the same vendor whose equipment was already in place and operating at the Pierce County Jail.

If the court used a second vendor to tie into an existing audio/video system at the Pierce County Jail the warranties on both purchases would be void.

FISCAL CONSIDERATION:

This capital budget item was approved during the 2008 budget process.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve sole-source resolution for the Court Smart Audio/Video Equipment

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE PURCHASE OF A AUDIO / VIDEO SYSTEM UTILIZING PROPRIETARY SOFTWARE MANUFACTURED BY THE COURT SMART COMPANY TO BE LIMITED TO A SOLE SOURCE, AND WAIVING COMPETITIVE NEGOTIATION REQUIREMENTS FOR SUCH PURCHASE.

WHEREAS, the City has purchased equipment with the purpose of transmitting audio and video to the Pierce County Jail in an effort to reduce the need to transport prisoners from the jail to the Gig Harbor Municipal Court.

WHEREAS, City staff has confirmed that the hosting agencies (Pierce County Jail, Pierce County District Court, Tacoma Municipal Court) all use equipment and software purchased through the Court Smart Company.

WHEREAS, the Gig Harbor Municipal Court's ability to reach the objective is limited by purchasing hardware and software compatible with installed and operational equipment with the hosting agencies.

WHEREAS, the City Council approved the purchase and installation of audio/video hardware and software equipment as a capital expense with the acceptance of the 2008 budget.

WHEREAS, the City Council may waive the requirements of advertisement, proposal evaluation, and competitive negotiation of audio and video systems pursuant to RCW 39.04.280 if the Council declares that the proposed purchase is clearly and legitimately limited to a single source or supply, and recites why this situation exists;
NOW, THEREFORE,

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

Section 1. For the reasons stated above, the City Council declares that the purchase of an audio and video system is clearly and legitimately limited to a single

source or supply. Therefore, the City Council waives all competitive negotiation requirements for this sole source purchase.

RESOLVED this 27th day of October, 2008.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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

Carol's Response

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE PURCHASE OF A AUDIO / VIDEO SYSTEM UTILIZING PROPRIETARY SOFTWARE MANUFACTURED BY THE COURT SMART COMPANY TO BE LIMITED TO A SOLE SOURCE, AND WAIVING COMPETITIVE NEGOTIATION REQUIREMENTS FOR SUCH PURCHASE.

WHEREAS, the City has purchased equipment with the purpose of transmitting audio and video to the Pierce County Jail in an effort to reduce the need to transport prisoners from the jail to the Gig Harbor Municipal Court.

WHEREAS, City staff has confirmed that the hosting agencies (Pierce County Jail, Pierce County District Court, Tacoma Municipal Court) all use equipment and software purchased through the Court Smart Company.

WHEREAS, the Gig Harbor Municipal Court's ability to reach the objective is limited by purchasing hardware and software compatible with installed and operational equipment with the hosting agencies. *This only states that the City needs to purchase compatible hardware and software. It doesn't say that Court Smart had the only hardware or software that was compatible.*

~~WHEREAS, the City Council approved the purchase and installation of audio/ video hardware and software equipment as a capital expense with the acceptance of the 2008 budget.~~ *I think that you have a misunderstanding of the process. The mere fact that certain money has been budgeted for an item doesn't authorize or approve the purchase of the item. If this were true, the City could avoid ALL competitive bidding requirements by simply placing an item in the budget.*

WHEREAS, the City Council may waive the requirements of advertisement, proposal evaluation, and competitive negotiation of audio and video systems pursuant to RCW 39.04.280 if the Council declares that the proposed purchase is clearly and legitimately limited to a single source or supply, and recites why this situation exists; NOW, THEREFORE,

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

Section 1. The "reasons" stated above do not state that the City had to purchase Court Smart stuff to be compatible with the other systems. Also, in the agenda bill you state something about how the City was required to purchase from Court Smart or the warranty on some other agency's equipment would be invalid. This is the first time I have ever heard of such a thing, but if it is true, it needs to be in this resolution as well. For the reasons stated above, the City Council declares that the purchase of an audio and video system is clearly and legitimately limited to a single source or supply. Therefore, the City Council waives all competitive negotiation requirements for this sole source purchase.

RESOLVED this 27th day of October, 2008.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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



Gig Harbor Video Conferencing Price Digital Recording and Sound Reinforcement Preliminary Quotation

27 August 2007

STATEMENT OF WORK:

Based upon a preliminary discussion concerning the requirements of Gig Harbor *CourtSmart* has prepared a cost estimate for planning purposes to replace the existing sound reinforcement system with new state-of-the-art audio technology, install a *CourtSmart* digital recording system, and provide a remote video conferencing solution to have remote arraignments between the Gig Harbor Court and The Pierce County Detention facility in Tacoma.

Gig Harbor will share the jail facility with the Pierce County District Court and provide for an upgrade to this system making it an IP based digital video conferencing system.

ASSUMPTIONS:

1. The court is responsible for providing power connections for the cameras and all displays.
2. The court is responsible for providing IP addresses and network ready connections in the courtroom and to the jail.
3. The court is responsible for providing the T1 telecommunication or fiber link between the Gig Harbor Courthouse and Pierce County Jail.
4. The court is responsible for all wiring.
5. *CourtSmart* shall also provide a quotation for digital recording, single courtroom.
6. This quotation is for the courtroom.
7. Gig Harbor is providing the LCD projectors for display.



PRELIMINARY QUOTATION

1 Courtroom- 27 September 2007

ASSUMPTIONS:

1. The initial requirement is for one courtroom.
2. The Court is responsible for installing one analog telephone line or VPN at the server for maintenance and support.
3. The Court will furnish all additional client/workstations connected to the Local Area Network if desired.
4. *CourtSmart* shall provide 4-channel recording from existing sound system.
5. *CourtSmart* shall provide installation of all supplied hardware and software and training of required staff at no additional cost.
6. The Court is responsible for all preparation work such as power and HVAC at the server location if required.
7. The Court is responsible for all networking infrastructure such as switches, hubs, and routers as may be required.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>COST</u>	<u>TOTAL</u>
1. Server-	DELL 490SC Quad XEON 2.33 GHZ Processor 2 GB Memory RAID 1, 1.5TB HDD WIN XP Professional, SQL Audio DVD Drive Video Capture Adapter Monitor/KB/Mouse	1	\$ 5100	\$ 5,100

Rack, UPS, Digital Encoder			\$ 5,200
2. CourtSmart Server Licenses	1	\$ 7600	\$ 7600
Server Recorder			
Client	2	\$ 1200	\$ 2,400
Video Recording	1	\$ 1000	\$ 1,000
Video Conferencing	1	\$ 1000	\$ 1,000
3. Audio/Video			\$ 16,800
Per Courtroom (\$16,800)			
Microphones – Qty 8 AKG/CLOCK			
Mixer – Lectrosonics DM1612			
UPS,			
Microphone Mute bases - 3			
TOA 4 channel amplifier			
Speakers as required			
Bench Console			
Audio rack			
Cameras – 3			
Multiplexer			
Lectrosonics Echo Cancellation TH4			
Miscellaneous Parts			
4. Pierce Video Conferencing Upgrade			
DELL 490SC			\$ 5,100
Video Conferencing Software			\$ 10,000
Camera/Microphone Upgrade			\$ 1,500
5. Installation			\$ 8,500
4. Training			INCLUDED

TOTAL \$ 56,600

The purchaser shall pay all taxes or duties based on or in any way measured by this procurement, the computer software, hardware, or any services related thereto, including any personal property taxes but excluding taxes based on *CourtSmart's* net income.

Installation included is for all *CourtSmart* related hardware and software. The Purchaser is responsible for providing all required cabling from courtrooms to server location and microphone cabling within the courtrooms if applicable. Training of all associated court staff included at no additional charge. It is assumed that all court staff trained will be

experienced in the operation of Windows before training. *CourtSmart* will not train court staff on Windows.

CourtSmart is basing the following quotation upon information provided to us by members of your staff. The requirements that were provided to us serve as the basis upon which our recommendation is based. Should your requirements change, it may be necessary to adjust our recommendations or pricing accordingly. *CourtSmart* reserves the right to substitute hardware manufacturers and models based upon availability and/or technology improvements. Any hardware so substituted will be of equal or greater performance. The prices quoted are valid for a period of 60 days from the date of this quotation and may be extended by agreement of the parties.

WARRANTY AND MAINTENANCE: All *CourtSmart* supplied software and hardware comes with a standard one (1) year warranty from date of installation. This warranty covers all parts and labor for any failures that occur in the normal course of system operation. It does not cover problems that occur through the misuse or abuse of the system nor does it cover actions taken or modifications made to the system contrary to the express direction of *CourtSmart* or failure to seek approval prior to undertaking such actions. Third party software such as Microsoft Windows and SQL are not covered under warranty or maintenance. *CourtSmart* provides at the conclusion of the warranty period a maintenance contract covering applicable software enhancements, fixes, and upgrades deemed appropriate by *CourtSmart* at its sole discretion, as well as providing 1-800 telephone support. The annual maintenance contract is invoiced at a cost of 12% per year of the purchase price of the system.

CourtSmart proprietary software is provided through an End-User Licensing Agreement (EULA) that provides the User with a limited, non-exclusive, personal license to use the software on the computer that it was originally installed and for the purpose originally intended. The end-user, the Court, may not resell, assign, or give the software to any other entity without the express written permission of *CourtSmart* Digital Systems, Inc. Likewise; *CourtSmart* application software may not be installed on additional computers without payment of the required licensing fees. *CourtSmart* does allow the transference of licenses from one computer to a replacement computer for maintenance or upgrade purposes. *CourtSmart* developed hardware, reference manuals, and software constitutes a valuable asset of the corporation and is protected by Federal and International copyright law. The end-user must protect this material from accidental or deliberate disclosure to third parties by employees of the court system, its agents, or users of the system. Any such disclosures could cause irreparable harm to *CourtSmart* Digital Systems.

2008 Special Project

**CITY OF GIG HARBOR
PURCHASE ORDER**

Purchase Order Number: 080102A

Request Date: 01/03/08

BILL TO and SHIP TO:

City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335
(253)853-7633 FAX: (253)851-8563
David Rodenbach, Finance Director Robin Magee, A/P

1. Send invoice in duplicate to address listed.
2. Prepay shipping and charge on invoice. No COD.
3. City is not Sales Tax exempt.
4. Packing slips must be included in package.
5. Any change affecting quantity, price or delivery must be approved by the City.
6. Purchase accepted only on the terms described.
7. Inquiries concerning order call (253)851-8136.

VENDOR:

CourtSmart
51 Middlesex Street
N Chelmsford, MA 01863

TERMS: NET 30

		FUND	DPT	BASUB	ELMT	OBJ	SUB-OBJ	AMOUNT
Phone#	978-251-3300							
Fax#	978-251-4488							
Contact	Andrew Treinis							
Qty	Unit	Description	Item #			PRICE	EXT	
		Video conferencing & Digital Recording equipment for Courts.				56,600.00	\$56,600.00	
		Please see Preliminary Quotation dated 9/27/07 for detail.						
		A-Purchaser shall pay all taxes per quotation.						
						Sub-Total	\$56,600.00	
						A-8.4% Sales Tax	\$4,754.40	
						Shipping		
						Discount		
						Grand Total	\$61,354.40	

Order Method:

	Date	Initials
Phone	_____	_____
Fax	_____	_____
Mail	_____	_____
ETA	_____	_____
Rev'd	_____	_____

Submitted by: _____

Approved: _____