

Gig Harbor City Council Meeting

**February 23, 2009
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
February 23, 2009 – 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Feb. 9, 2009.
2. Receive and File: a) Joint City Council / Lodging Tax Advisory Board Minutes Feb. 2, 2009 b) GHPD Monthly Report;
3. Animal Control Services – Kitsap County Humane Society.
4. Special Services Agreement – Pierce County Sheriff's Department.
5. Special Occasion Liquor License – Kiwanis.
6. City Prosecuting Attorney Contract.
7. Resolution – Authorizing Interlocal Agreement with Pierce County Amending Countywide Planning Policies.
8. 2008 Solid Waste Management Plan Supplement.
9. Harbor History Museum – Amendment to Purchase and Sale Agreement.
10. Resolution – Acceptance of the Public Works Trust Fund Loan (PWTF) Pre Construction Loan Project for the Wastewater Treatment Plant.
11. Wastewater Treatment Plant Phase 1 Improvement Project – WA State Centennial Clean Water Program Grant Agreement.
12. Wastewater Treatment Plant Phase I Project – Storage Tank Agreement.
13. Approval of Payment of Bills for Feb. 23, 2009: Checks #60267 through #60365 in the amount of \$747,868.08.

OLD BUSINESS:

1. Second Reading of Ordinance – Joint Use Parking in Mixed Use Developments.
2. Second Reading of Ordinance – Harbor Hill Water Tank & Mainline Extension Latecomers Agreement.

NEW BUSINESS:

1. First Reading of Ordinance – Truck Weight Limit on Pioneer Way.
2. Council Initiated Comprehensive Plan Amendment – 3700 Grandview Street Comprehensive Land Use Map Amendment.

STAFF REPORT:

Pierce County Public Benefit Rating System.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, Feb. 25th, at 9:00 a.m.
2. Planning & Building Committee – Monday, Mar. 2nd at 5:15 p.m.
3. Canterwood Boulevard Ribbon Cutting Ceremony – Mon. Mar. 9th at 4:30 p.m.
4. Intergovernmental Affairs Committee – Mon., Mar. 9th CANCELLED.
5. St. Anthony's Ribbon Cutting Ceremony – Fri. Mar. 13th
6. Operations and Public Projects Committee – Thursday, Mar. 19th at 3:00 p.m.
7. Boards and Commission Candidate Review – Mon. Mar. 23rd at 4:30 p.m.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 9, 2009

PRESENT: Councilmembers Ekberg, Franich, Conan, Malich, Payne, and Kadzik. Councilmember Young acted as Mayor Pro Tem in Mayor Hunter's absence.

CALL TO ORDER: 6:01 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Jan. 26, 2009.
2. Receive and File: a) Operations & Public Projects Committee Meeting Minutes; b) Boards & Commission Candidate Review Minutes 01/26/09.
3. Liquor License Application: St. Anthony's Hospital.
4. Pierce County Fire District 5 Fire Inspection Services Contract.
5. Skansie Maritime Pier Permit Feasibility Study.
6. Proclamation: Toastmaster's Week.
7. Appointment to the Planning Commission.
8. Water Rights Assistance – Amendment to Agreement for Attorney Services.
9. Franciscan Health System – Right-of-Way Easement Agreement.
10. 2009 Traffic Model Update and 2008 Capacity Availability Report.
11. Kenneth Leo Marvin Memorial Park & 50th St Ct Improvements, Ph. 1 - Contract Change Orders 1-6 (Credit Amount \$77,802.05).
12. Assigned Counsel Agreement - Pierce County.
13. Main Street Program Agreement.
14. Courtsmart Contract.
15. Declaration of Restrictive Covenants for Conservation – BB16 Wetland Mitigation Property.
16. Guild Contracts.
17. Gig Harbor Arts Commission - Recommendation for 2008 Grant Awards.
18. Approval of Payment of Bills for Feb 9, 2009: Checks #60101 through #60266 in the amount of \$963,790.39.
19. Approval of Payroll for the month of January: Checks #5337 through #5371 and direct deposits in the total amount of \$526,855.05.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg / Conan – unanimously approved.

Councilmember Kadzik announced the appointment of Michael Fisher to the Planning Commission.

OLD BUSINESS:

1. Public Hearing – Latecomers Agreement – Olympic Property Group. Mayor Pro Tem Young announced that the first reading of an Ordinance was included in this agenda item.

David Stubchaer, Public Works Director, presented this agreement that would allow each property owner who has benefited from the water system improvements constructed by Olympic Property Group to pay a fair pro-rata share. He addressed the letter submitted from Don Huber asking for lot by lot payment rather than a one-time payment for the entire plat by explaining that the agreement follows the conditions of his pending plat approval to be considered as a whole.

Angela Belbeck, City Attorney further explained that if a final plat is approved before adoption of a Latecomer's Agreement, then it's paid on a per-lot basis.

Mayor Pro Tem Young opened the public hearing at 6:08 p.m.

Ben Pearson – 9721 Burnham Drive NW. Mr. Pearson, Treasurer of the Gig Harbor Sportsman's' Club, spoke in protest of their inclusion in the Latecomer's Agreement. He explained that the Sportsman's' Club helped to pay for the Burnham line constructed in 2002 and were assured it would meet the full development needs of their property. He said that the city has let new growth degrade the existing line until the water tank was required, and now they are being asked to subsidize this new development. He said that the people that caused the requirement for the water tank ought to pay for it and asked that the Sportsman's' Club property be excluded from the agreement.

John Chadwell – Olympic Property Group, 9723 Pt. Fosdick Drive, Suite 302. Mr. Chadwell explained that there is a long history for this starting with the pre-annexation agreement which required these improvements and allowed for the adoption of latecomer's agreements. He said that OPG is at the mercy of the city's water modeling which says that the existing pipe didn't have adequate fire flow and why these properties are included. He agreed that it is never fun to pay for infrastructure but the water model did indicate that the water tank was necessary for adequate fire flow to develop the Sportsman's' Club property.

Mayor Pro Tem Young announced that there would be another opportunity to speak at the second reading of the ordinance at the next Council meeting. There were no further public comments and the hearing closed at 6:12 p.m.

David Stubchaer addressed the comments by Mr. Pearson. He explained that the 2002 water line improvements on Burnham were constructed before the city's water plan was adopted, and so adequate fire flow information wasn't available. He described the two elements of fire flow: flow rate and pressure. Modeling revealed that the pressure was inadequate based upon flow rate calculations for the highest and best use of the properties as zoned. This triggered the need for additional improvements in order to meet current fire flow requirements.

David addressed Council questions regarding the water model. He further clarified that the Sportsman's' Club was not hooked up to the 16" line on Burnham Drive and hadn't participated in the first Latecomer's Agreement for the 2002 improvements. If they had connected prior to the city's water plan, they wouldn't be required to participate in these

latest improvements unless their development was phased. Any development that occurred after the water plan was in place might have been required to upgrade if fire flow was inadequate.

Steven Misiurak, City Engineer answered questions regarding the 16" transition line up Burnham Drive. He explained that the assessment for that line was based upon a combination of direct frontage and usable area, and based on existing uses. He then described how the pro-rata share is calculated for the water tank and line constructed by OPG. He discussed the temporary booster station added to address inadequate fire flow during development along Borgen Boulevard.

Mayor Pro Tem Young further clarified that there are two latecomers' agreements; one for transmission and the other for capacity. The group further discussed how fire flow was calculated at the time the 16" main was designed and how it is currently being calculated. It was stressed that both agreements expire fifteen years from adoption, and a property owner isn't required to pay until they connect or they record a plat.

Mayor Pro Tem Young encouraged anyone with further questions or comments to contact staff before the second reading of the ordinance.

2. Second Reading of Ordinance – Gross Floor Area Definition. Jennifer Kester, Senior Planner presented the background information on this ordinance.

Councilmember Franich voiced his concern that this ordinance will result in bigger buildings and more intense use.

MOTION: Move to approve Ordinance No. 1152.

Payne / Kadzik – six voted in favor. Councilmember Franich voted no.

3. Second Reading of Ordinance - Acceptance of the 96th Street Annexation. Tom Dolan presented this ordinance to accept the 96th Street Annexation. He added that if approved, the area would be part of the city on February 23rd.

Councilmember Malich asked about the amount of usable land in the annexation. Mr. Dolan responded that he didn't have that number on hand, but in walking the property it appears to be mostly buildable. He said the applicants are proposing to build approximately 160 single family homes even though zoning allows more, and the cemetery has plans to expand. He said that a wetlands report was done and he would make that available to review.

Councilmember Franich said he opposed the zoning as the property is too close to Rosedale, and you can't know what will happen with that large acreage.

MOTION: Move to approve Ordinance No. 1153.

Ekberg / Payne – five voted in favor. Councilmembers Franich and Malich voted no.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Joint Use Parking in Mixed Use Developments. Jennifer Kester presented this proposed text amendment submitted by a Gateway Capital, LLC which would revise how parking is calculated in Mixed Use Developments. The amendment would be applicable in all zones which allow a mixture of nighttime and daytime uses, with the exception of the waterfront zones.

Kristen Udem – 4423 Pt. Fosdick Drive – Suite 100-2. Ms. Udem, proponent for the text amendment, summarized the research they had conducted on joint-use parking. She said that if the model is successful for single-site development, then it may be appropriate to expand it to include multiple sites at a later date. Ms. Udem offered to share a matrix of parking code reductions in other jurisdictions which she said range from 10% to 50%.

Ms. Udem responded to Council's questions. She explained that the reason they are asking for this text amendment is to allow higher uses of existing structures at Uptown such as restaurants with outdoor seating because they have ample existing parking. She stressed that they are not interested in additional structures. She then explained that the goal is to design pedestrian oriented or more compact commercial development to reduce sprawl. She responded to the question about parking complaints by saying that the only complaints they receive currently are that the parking spaces are too narrow which they hope can be alleviated by this proposal.

Jennifer Kester addressed the question of why RB-1 is included by explaining that RB-1 allows clubs or houses of religious worship which are considered nighttime uses and office uses which are considered daytime uses.

Councilmembers Ekberg and Franich commented that houses of worship have become more than just weekend and evening uses, and in many cases are busy throughout the entire week. Ms. Udem responded that the ordinance speaks to "peak" parking demands recognizing when the spaces would be at their highest use.

John Hogan – 4701 Pt. Fosdick Drive. Mr. Hogan addressed the 8 foot minimum parking stall width requirement in Gig Harbor and said that Uptown has 8-1/2 and 9 foot stalls; there are 10 foot stalls at Costco. He said that the city allows retail establishments to dictate the width of the stalls which ultimately dictates the ratio. He added that the merchants and customers at Uptown would like more events based activities mentioning an outside skating rink. He stressed that they have no vested interest in an unreasonably low parking ratio. He shared that peer review of similar retail centers show that Uptown, at 6.2 parking stalls per 1000 square feet is beyond any type of mixed use retail. He said that the parking ratios in Gig Harbor are not commensurate with the Design Review Manual which asks for efficient use of parking in building design. He said that Ms. Udem's background as a city planner and her

review of other municipalities parking requirements will assist not only Uptown, but the rest of the city in bringing its parking requirements to a more efficient level.

Jennifer Kester addressed a question regarding the Planning Commission recommendation that all uses do not have to be categorized as a daytime or nighttime peak use and what criteria may be used by the Planning Director to determine this. She explained that the City Attorney recommendation a clarification that if a use is both, then there will be no reduction applied. She further explained that if there is a question of peak use, the applicant would request an administrative determination and provide additional documentation for the Planning Director to make a decision.

Council and staff further discussed the merits of revisiting the city's parking standards because they are in conflict with the Design Manual and whether these changes would result in bigger or more buildings or take away needed parking. This will come back for a second reading at the next meeting.

STAFF REPORT:

Rob Karlinsey, City Administrator announced the ribbon cutting ceremony at the Kenneth Leo Marvin Park on Wednesday, May 20th at 5:30 p.m.

Rob then recognized Bob Sullivan, Chair of the Gig Harbor Arts Commission, for the work done on the grant awards approved on the Consent Agenda.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Malich said he would like to talk about parking stall size because of all the complaints he receives about the Galaxy Theatre area. Mayor Pro Tem Young encouraged him to add that to a workstudy session agenda.

PUBLIC COMMENT:

Mike Elwell – 9211 North Harborview Drive. Mr. Elwell voiced concern that nothing had been done at the Stutz “oil dump”. He said he came before Council in June and August 2008 to request that the vehicles be removed and was told that there was active enforcement being taken. He said that he doesn't think the city is doing their job in cleaning up the town. He asked for action to clean up this dump, which he said is an insult to the town.

Tom Dolan, Planning Director explained that the Code Enforcement Officer position was eliminated due to budget cuts. He described what steps have been taken to date, including a Notice of Violation. Mr. Stutz's son asked for additional time to clean up the trucks in order to sell them. The time extension has expired and at this point staff needs to contact Mr. Stutz to determine whether enforcement action should proceed. He said he understands it has taken a long time, but it is a large problem.

Rob Karlinsey stressed that just because the city has a junk vehicle ordinance on the books, there is several criteria that have to be met before something can be declared a junk vehicle.

Councilmembers Franich and Payne ensured Mr. Elwell that we are moving forward on this issue. Staff was encouraged by Mayor Pro Tem Young to be consistent in enforcement of our laws to avoid an equal protection suit.

Mr. Elwell said that if something isn't done beyond a year of his beginning efforts he will go to the news.

Councilmember Malich asked someone to take a look at the property across from the Sportsman's Club after the annexation becomes effective.

Bob Sullivan – Chair of the Gig Harbor Arts Commission. Mr. Sullivan thanked Council for approving the grant awards, which they view as their “stimulus package” in the community. He said that they funded the full \$20,000 budgeted amount.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations and Public Projects Committee – Thursday, Feb. 19th at 3:00 p.m. in Public Works Conf. Room.
2. Boards & Commissions Candidate Review – Mon. Feb. 23rd at 4:30 p.m.
3. GH North Traffic Options Committee – Wednesday, Feb. 25th at 9:00 a.m. in Community Rooms A & B.
4. Planning & Building Committee – Monday, Mar. 2nd at 5:15 p.m.

ADJOURN TO EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 40.30.110(1)(i).

MOTION: Move to adjourn to Executive Session at 7:30 p.m. for the purpose of discussing pending litigation per RCW 40.30.110(1)(i).at for approximately fifteen minutes.
Franich / Payne – unanimously approved.

MOTION: Move to return to regular session at 7:43 p.m.
Ekberg / Kadzik – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:43 p.m.
Ekberg / Kadzik – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1028

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

OUTLINE MINUTES

Joint Work Session:

City Council / Lodging Tax Advisory Committee

Date: February 2, 2009 Time: 5:30 PM Location: Community Rooms A&B Scribe: Laureen Lund

Members Present:

City Council: Derek Young, Jim Franich, Paul Conan, Ken Malich, Tim Payne and Paul Kadzik.

LTAC: Sue Braaten, Warren Zimmerman and Randy Fortier.

Staff Present:

City Staff: Rob Karlinsey and Laureen Lund

Call to Order at 6:00 p.m.

The Gig Harbor Lodging Tax Advisory Committee, represented by Sue Braaten of the Best Western Wesley Inn, Randy Fortier of the INN at Gig Harbor and Warren Zimmerman of the Gig Harbor Chamber of Commerce, presented their Powerpoint presentation of their new updated strategic plan.

The strategic plan sets short and long term goals for the committee and the tourism marketing program with a focus on 1.) partnership development 2.) product development and 3.) brand development

The mission of the strategic plan and marketing efforts is:

“To sustain and enhance the authentic maritime character of Gig Harbor and the surrounding peninsula, its environment, culture, aesthetic and heritage while meeting the economic and lifestyle goals of the community.”

Discussion followed on developing strong partnerships locally and regionally with organizations including the Chamber of Commerce, the Harbor History Museum, Gig Harbor Historic Waterfront Association, the Kitsap and Tacoma Convention and Visitor Bureaus.

Councilman Malich asked about the difference in the number of tourists vs. business travelers. Randy Fortier stressed that the leisure traveler is a major part of the hotels income, in the summer more than 70% and they felt it was a direct result of the marketing efforts.

Product development continues to be a challenge and the committee has defined the following list of products that could be developed to assist in building “heads in beds”:

1. Skansie House as Visitor Center
2. Performing Arts Center
3. Public Transportation
4. Heritage Programs
5. Restaurant and Retail Development
6. Economic Development
7. Maritime Development
8. Sporting Events

Councilman Malich asked about the relation of heads in beds to the products listed and Randy Fortier stressed the importance of having activities to keep visitors in town longer enjoying themselves. Discussion followed on how fair wage jobs were related to all of the tourism and its fringe businesses.

Discussion followed amongst all Councilmembers on their desire to have the Visitor Information Center at the Skansie House and options for funding this project.

Councilman Malich asked about having a trolley or other kind of tourism transportation. Laureen Lund explained work done to date on this idea and offered to share information she has with Councilman Malich. Laureen stressed that Mayor Hunter and she had met with Pierce Transit and hope to see something out of Pierce Transit in the years ahead to serve this need.

Discussion followed on brand awareness and the importance of a community wide brand.

The Lodging Tax Committee finished their presentation asking the Council and Mayor to come to them when lodging tax is being considered for use. The Lodging Tax Advisory Committee asked to be approached in writing or as a presentation at one of their meetings so that discussion can follow on the appropriate use of lodging tax in keeping with the goals of the strategic plan.

All Councilmembers present agreed that meeting again very early in the budget process would be an effective way to more clearly communicate with the Lodging Tax Advisory Committee. It was agreed to do another work study session in the fall.

Adjourn @ 7:30 p.m.



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
 FROM: CHIEF OF POLICE MIKE DAVIS
 SUBJECT: GHPD 2008 END OF YEAR REPORT and JANUARY 2009 MONTHLY REPORT
 DATE: FEBRUARY 23, 2009

DEPARTMENTAL ACTIVITIES

- 2009 YTD **calls for service** when compared to 2008 YTD **calls for service** show a decrease of 83 dispatched calls in January 2009.
- In January 2009 we had 20 more **reports written** by our officers than in January 2008.
- **DUI arrests** in January 2009 were down by three (3) compared to January 2008. Our **traffic infractions** are up by 66 so far this year; and our **criminal traffic citations** were up by eight (8). Our **traffic accidents** in January 2009 have decreased by seven (7) accidents when compared to January 2008. Thankfully, most of the accidents continue to be non-injury.
- 2009 YTD statistics show our **misdemeanor** arrests are down by four (4) and our **felony arrests** are up by two (2) when compared to the same period in 2008.

Category	January 2009					
	January 2008	January 2009	Change	YTD 2008	YTD 2009	Change
Calls for Service	669	586	-83	669	586	-83
General Reports	179	199	20	179	199	20
Criminal Traffic	39	47	8	39	47	8
Infractions	102	168	66	102	168	66
Criminal Citations	20	12	-8	20	12	-8
Warrant Arrests	2	7	5	2	7	5
Traffic Reports	21	14	-7	21	14	-7
DUI Arrests	12	9	-3	12	9	-3
Misdemeanor Arrests	60	56	-4	60	56	-4
Felony Arrests	7	9	2	7	9	2

COPS (Citizens on Patrol): Connie Easley worked 41 hours in January.

During the month of January the **Marine Services Unit (MSU)** had the following hours and activities:

- In house (Pre-Season) MSU training on the 27th of January which included 8 Officers @ 4 hours each = 32 Training Hours. This was familiarization training on the operation of the new marine patrol boat.

Below are the officer response times for our Priority 1, 2 and 3 calls for January 2009 YTD. Priority 1 calls are the most serious calls and usually involve an in-progress crime. Our 2008 end of year average response time to all calls was 6.67 minutes. Our 2008 performance measure goal for average response time to all calls was 7.00 minutes, so we did very well with this performance measure, especially considering the short staffing we experienced the last half of the year. Our average response time to all calls for January 2009 was 7.60 minutes.

2009 January YTD
Response Times

	P1	P2	P3
January	4.6	6.6	11.6
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
Totals	4.6	6.6	11.6

TRAFFIC ACCIDENTS FOR JANUARY 2009							
DATE	TIME	LOCATION		CROSS STREET	TYPE	INJURY	
1/2/2009	11:18	Borgen Boulevard	at	5120	H&R	N	
1/4/2009	20:00	Harborview Drive	at	4225	H&R	N	
1/4/2009	17:15	Wollochet Drive	at	Hunt Street		N	
1/5/2009	10:00	Point Fosdick Dr.	at	4831	H&R	N	
1/6/2009	15:40	Point Fosdick Dr.	at	4831		N	
1/6/2009	16:43	Borgen Boulevard	at	5200		N	
1/6/2009	22:22	Hollycroft Street	at	Reid Road			
1/8/2009	17:03	Soundview Drive	at	Olympic Drive		N	
1/12/2009	23:30	Kimball Drive	at	6711	H&R	N	
1/13/2009	18:30	Point Fosdick Drive	at	5600	H&R	N	
1/14/2009	14:34	51st Ave.	at	11330	H&R	N	
1/15/2009	14:00	Rosedale St.	at	5101	H&R	N	
1/16/2009	7:15	North Harborview Drive	at	8800		N	
1/16/2009	17:15	Olympic Drive	at	SR16		N	
1/17/2009	21:30	Point Fosdick Dr.	at	4600	H&R	N	
1/18/2009	13:05	Harbor Hill Drive	at	10100		N	
1/18/2009	18:22	56th St. NW	at	3200	H&R	N	
1/18/2009	14:00	Erickson St.	at	3555		N	
1/19/2009	19:10	Olympic Drive	at	5200		N	
1/19/2009	19:30	Olympic Drive	at	5100		N	
1/21/2009	14:00	Pt. Fosdick Dr.	at	4411	H&R	N	
1/23/2009	22:40	Hunt St.	at	4400		Injury	
1/24/2009	13:12	Hunt St.	at	4100		N	
1/26/2009	16:05	Pt. Fosdick Dr.	at	4928	H&R	N	
1/30/2009	20:42	Soundview Drive	at	64th St.		N	
1/31/2009	20:00	Harborview Dr.	at	2925	H&R	N	

Accident Summary:

- 26-Total collisions
- 1- Injury collisions (two serious)

GIG HARBOR POLICE DEPARTMENT 2008 ACCOMPLISHMENTS AND YEAR END REPORT

2008 was a challenging year on a number of fronts. A serious personnel issue developed at the beginning of the year and required a tremendous amount of administrative staff time throughout 2008. The second challenge involved staffing levels; the last half of the year we had a quarter of our patrol division out on administrative leave, light duty or disability leave. Even under these trying circumstances, our department performed as true professionals, never letting the stressful challenges negatively affect our way of working.

Our overall Uniform Crime Report (UCR) Crime Index indicates we saw a 24.05% increase in reported crime. The UCR tracks eight different crimes: murder, rape, robbery, aggravated assault, arson, burglary, larceny and motor vehicle theft. The UCR separates these crimes into two categories: 1) Violent crime (murder, rape, robbery, aggravated assault) 2) property crimes (arson, burglary, larceny and motor vehicle theft). Our violent crime saw a 15.38% increase and property crime saw a 24.35% increase in 2008. Our largest increase was in the category of larceny (theft) where we had 391 reported incidents in 2008 compared to 294 in 2007. To put this into perspective though, 2007 saw an unusually steep decline in all three of these categories, so 2008 may be just a leveling out of a crime trend.

Another method we utilize as a performance dashboard is the Pierce County Crime Mapping Service. This system tracks a more diverse crime sampling and indicates we actually saw an 11.2% decrease in reported crime in 2008 when compared to 2007. I believe this system has a higher reliability factor because it measures 27 different crimes as opposed to the UCR which measures only eight. We saw the crimes of non-aggravated assaults, gas run offs and possession of stolen property as the crimes experiencing the highest increases.

2008 also saw a substantial increase in calls for service (2909), reports written (317) and warrants served (118). There is a possibility the tremendous increase in calls for service resulted from a change in the way we collect our work load indicators. In the past, we collected this data through self-reporting by officers; this last year we initiated a program where we collect the data through electronic means, which is much more reliable. It will be interesting to track the trends in 2009, now that we have a full year collecting the data by electronic means.

Our performance measures and workload indicators tracked through our budget process are consistent with our other means of tracking activity. All indicators reveal a gradual increase in workload indicators, which is indicative of the growth in our community and the surrounding area (i.e. more people, more demand for services). The one area we

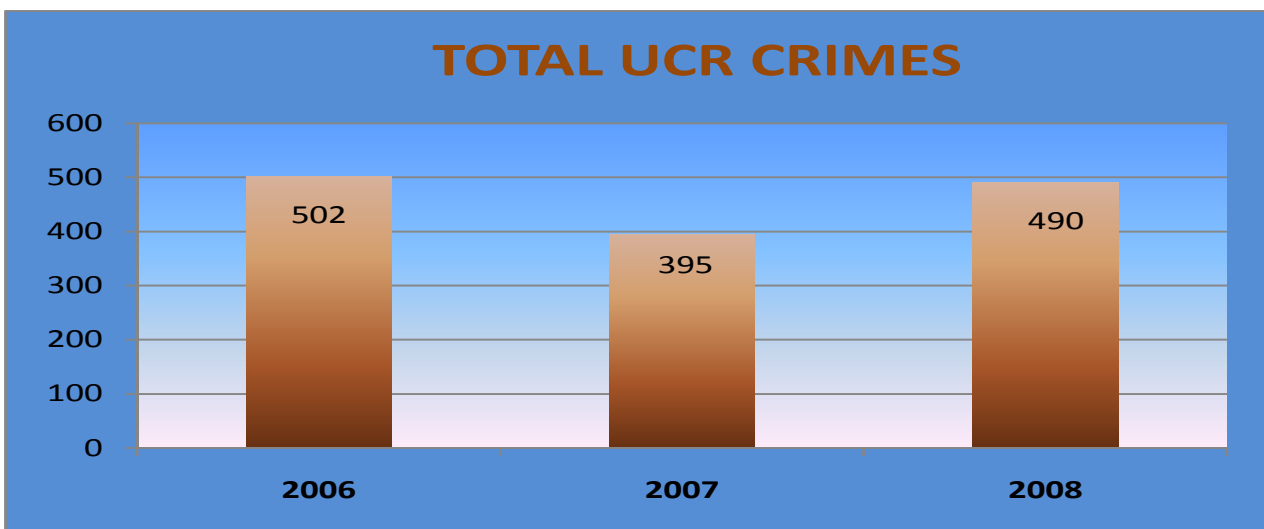
saw a marked increase in calls for service (CFS). Our average police response time to all CFS stayed fairly static at 6.67 minutes.

All things considered, 2008 was another productive and rewarding year. As with any progressive organization there is always room for improvement. To better position our department for future growth we must improve our planning for and utilization of information technology; enhance the police planning function through the use of strategic planning; develop a crime analysis capability; open up and expand communication lines between the police department and the citizens we serve; and implement a timed plan for completing a department wide transition to problem oriented policing (POP).

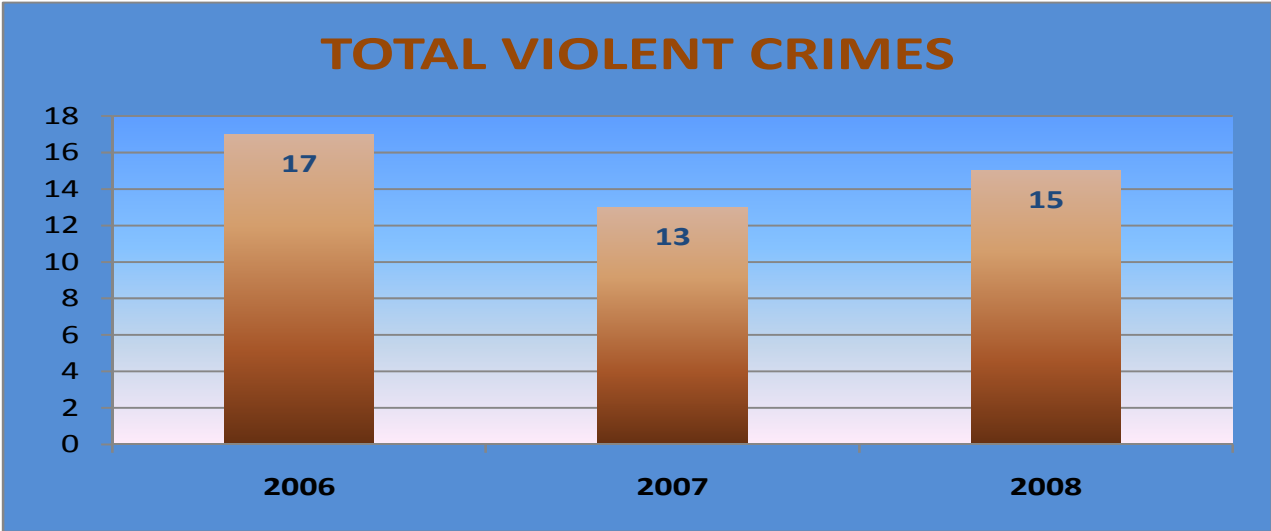
I believe a carefully crafted strategic plan can be very useful in managing the rapid growth we are facing in Gig Harbor. Additionally, a strategic plan can prioritize goals, objectives and activities required to increase the efficiency and effectiveness of our police services, while at the same time identifying initiatives outside the police department that very well may need prioritization (i.e. road construction) in order to accomplish our overall mission. This course of action becomes even more critical as the economic downturn continues.

At the end of this report I have listed some of the more notable accomplishments for the year.

CRIME INDEX					
Year	Population	Total UCR Crimes	Rate per 1000	Change from Previous Year	Change from Previous Year
2006	6780	502	74.04		
2007	6780	395	58.26	-107	-21.31
2008	6900	490	71.01	95	24.05



Year	Total Violent Crimes	Rate per 1000	Change from Previous	VIOLENT CRIMES				
				Percent Change from	Murder	Rape	Robbery	Agg Assault
2006	17	2.51			0	1	4	12
2007	13	1.92	-4	-23.53	1	0	5	7
2008	15	2.17	2	15.38	0	2	5	8



Year	Total Property Crimes	Rate per 1000	Change from Previous	PROPERTY CRIMES				Motor Vehicle Theft	Total Cleared
				Percent Change from	Arson	Burglary	Larceny		
2006	485	71.53			1	70	378	36	100
2007	382	56.34	-103	-21.24	2	51	294	35	64
2008	475	68.84	93	24.35	0	34	391	20	120



Year-to-date through December 2008 there were 1251 incidents within Gig Harbor

Kidnap/Child Lure					
	December 2007	December 2008	Year-To-Date (through December 2007)	Year-To-Date (through December 2008)	Percent Change
Child Luring	-	-	1	1	0.0%
Kidnapping (restrain or abduct)	-	-	-	-	-
Kidnap/Child Lure Total:	0	0	1	1	0.0%
Violent Crimes					
	December 2007	December 2008	Year-To-Date (through December 2007)	Year-To-Date (through December 2008)	Percent Change
Aggravated Assault	-	-	5	4	- 20.0%
Non Aggravated Assault	1	2	26	44	69.2%
Homicide	-	-	-	-	-
Robbery	-	1	7	4	- 42.9%
<i>Business:</i>	-	1	5	2	- 60.0%
<i>Residential:</i>	-	-	-	-	-
<i>Street:</i>	-	-	2	1	- 50.0%
<i>Other Robbery:</i>	-	-	-	1	N.C.*
Violent Crimes Total:	1	3	38	52	36.8%
Property Crimes					
	December 2007	December 2008	Year-To-Date (through December 2007)	Year-To-Date (through December 2008)	Percent Change
Arson	-	-	2	1	- 50.0%
<i>Residential Arson:</i>	-	-	-	-	-
<i>Non-Residential Arson:</i>	-	-	2	1	- 50.0%
Motor Vehicle Theft	-	2	40	23	- 42.5%
Theft	20	16	302	267	- 11.6%
<i>Gas Station Runouts:</i>	-	-	2	6	200.0%
<i>Mail Theft:</i>	-	-	1	1	0.0%
<i>Shoplifting:</i>	4	9	59	80	35.6%
<i>Theft from Vehicle:</i>	8	7	150	123	- 18.0%
<i>Other Theft:</i>	8	-	90	57	- 36.7%
Burglary	2	2	54	41	- 24.1%
<i>Residential Burglary:</i>	2	2	22	23	4.5%

<i>Non-Residential Burglary:</i>	-	-	32	18	- 43.8%
<u>Vandalism</u>	13	15	181	149	- 17.7%
<i>Residential Vandalism:</i>	12	14	175	141	- 19.4%
<i>Non-Residential Vandalism:</i>	1	1	6	8	33.3%
Property Crimes Total:	35	35	579	481	- 16.9%

Drug Crimes

	December 2007	December 2008	Year-To-Date (through December 2007)	Year-To-Date (through December 2008)	Percent Change
<u>Drug Possession (Methamphetamine)</u>	-	1	7	7	0.0%
<u>Drug Sale/Manufacture (Methamphetamine)</u>	-	-	4	1	- 75.0%
<u>Drug Possession (Other)</u>	6	7	68	64	- 5.9%
<u>Drug Sale/Manufacture (Other)</u>	1	1	8	8	0.0%
Drug Crimes Total:	7	9	87	80	- 8.0%

Warrant Arrests, Fraud, Traffic, and Other Incidents

	December 2007	December 2008	Year-To-Date (through December 2007)	Year-To-Date (through December 2008)	Percent Change
<u>Weapons Violations</u>	-	1	7	10	42.9%
<u>Warrant Arrests</u>	8	3	88	65	- 26.1%
<u>Fraud or Forgery</u>	10	1	96	64	- 33.3%
<u>Criminal Traffic</u>	25	24	407	395	- 2.9%
<u>Liquor Law Violations</u>	1	3	38	46	21.1%
<u>Telephone Harassment</u>	1	-	8	7	- 12.5%
<u>Intimidation</u>	-	-	16	17	6.3%
<u>Possession of Stolen Property</u>	1	-	6	10	66.7%
Warrant Arrests, Fraud, Traffic, and Other Incidents Total:	46	32	666	614	- 7.8%

Other Crimes

	December 2007	December 2008	Year-To-Date (through December 2007)	Year-To-Date (through December 2008)	Percent Change
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Consent Agenda - 2b

<u>All Other Crimes</u>	4	1	35	20	- 42.9%
<i>Criminal Trespass :</i>	1	1	5	12	140.0%
:	3	-	29	-	-100.0%
<i>Failure to Register/Sex Offender :</i>	-	-	1	2	100.0%
<i>Simple assaults :</i>	-	-	-	5	N.C.*
<i>Theft - Trailer :</i>	-	-	-	1	N.C.*
Other Crimes Total:	4	1	35	20	- 42.9%
Grand Total					
	December 2007	December 2008	Year-To-Date (through December 2007)	Year-To-Date (through December 2008)	Percent Change
Grand Total:	93	80	1406	1248	- 11.2%

Category	2008 YTD					
	December 2008	December 2009	Change	YTD 2008	YTD 2009	Change
Calls for Service	236	683	447	5365	8274	2909
General Reports	72	130	58	1785	2102	317
Criminal Traffic	10	16	6	233	305	72
Infractions	46	92	46	1505	1247	-258
Criminal Citations	5	8	3	229	184	-45
Warrant Arrests	5	1	-4	101	45	-56
Traffic Reports	11	16	5	167	209	42
DUI Arrests	3	1	-2	73	73	0
Misdemeanor Arrests	15	29	14	386	504	118
Felony Arrests	4	8	4	45	111	66
FIR's	0	0	0	28	12	-16

POLICE 2008 4TH QUARTER

Performance Measures					
	2007 4rd Quarter	2008 4th Quarter	2007 Actual	2008 Estimate	2008 Actual
% of citizens who feel safe in general according to survey	N/A	N/A	N/A	75%	Data not available at this time
UCR Violent crimes per 1000 population	N/A	N/A	1.92	2	2.2
UCR Property crimes per 1000 population	N/A	N/A	56.3	69	68.8
Average police emergency response time in minutes	N/A	6.9	6.5	7	6.67
Workload Measures					

	2007 4rd Quarter	2008 4th Quarter	2007 Actual	2008 Estimate	2008 Actual
Number of dispatched calls for service	762	1371	5365	8500	8206
Number of office walk in requests for service	807	656	2186	2074	2311
Number of cases assigned for follow-up	68	64	198	202	242
Number of police reports written	231	315	1785	2026	2088

2008 ACCOMPLISHMENTS

- Conducted a sergeant's promotional examination creating a promotional list of five qualified candidates
- Created a Narcotics K-9 program
- Implemented a wireless in car video transfer system allowing all in car video to be captured by a server when our patrol vehicles arrive at the station. The video files are then cataloged in a secured repository for access at a later date if needed.
- Outfitted one of our interviews rooms with video and audio recording capability. This system is connected to the same server that captures our in car video.
- Hired a lateral officer from Idaho in January
- Conducted entry and lateral oral boards in December establishing current hiring lists
- Secured a Homeland Security grant to fund 75% of the cost of a new marine patrol boat outfitted with a fire pump. The new patrol boat cost \$162,000.00, of which 75% was paid for by the Homeland Security grant.
- 4th annual National Night Out was held in the Harbor, and was the most successful yet.
- The department sponsored four local High School seniors with their Senior projects resulting in the following projects being completed:
 1. Past Marshals and Police Chief display board
 2. Upgrade of our Webpage in preparation to migrate the updated and enhanced material to the new city webpage design
 3. Assisted a senior in organizing a charity paint ball tournament to Benefit the Jaycox Gig Harbor Police Benevolent Fund
 4. One student developed presentations for youth and adults dealing with drug and crime prevention topics
- Established a monthly meeting of local law enforcement agencies (PCSO and WSP) to facilitate the sharing of resources and knowledge. Conducted several local DUI emphasis patrols as a result of this partnership.
- Transitioned to a system whereby our officer's performance measures are collected via electronic means insuring accuracy.
- Implemented a system that allows officers to draw case numbers electronically in the field.
- Contracted with Lexipol to assist with the creation of a new policy manual. We are currently working through the creation of an up-dated policy manual
- Created a new ride along policy following guidelines provided by the Association of Washington Cities

- Created a Citizens Empowerment group to address issues concerning the youth of Gig Harbor
- Support staff dealt with a huge disclosure request that required over 44 hours of additional time to complete
- A multi-disciplinary team of judges from the Washington Traffic Safety Commission (WTSC) selected our department to receive a Target Zero Award: Achievements in Traffic Safety. Our award was for outstanding work in the category of Impaired Driving.
- Reinstated a redesign of our Police Officer Training (PTO) program
- Graduated a new reserve from the reserve academy
- Selected to beta test the SECTOR (Statewide Electronic Collision & Ticket Online Records) program. This program allows our officers to scan a driver's license capturing all pertinent information electronically instead of typing it into the system. The ticket is then send electronically to DOL
- Appointed a traffic officer and established a new office in our former court waiting room
- Our Explorer Unit conducted two alcohol and liquor compliance checks working with the liquor control board.
- Secured the training and initiated the preliminary steps to implement the Party Patrol Program. This is a program that teams up parent volunteers, alcohol counselors with police officers when under-aged drinking parties are investigated by our department.
- Worked with Public Works to install two additional electronic speed signs.
- Participated in the Department of Emergency Management EOC Tabletop Exercise (March)
- Conducted a Civilian Boating Safety Class (April – 40+ students certified with mandatory Boater Education Card)
- Hosted a DUI Emphasis (May)
- Department assisted in providing a work place violence training session for city employees

Some of the high profile cases we investigated included:

- Arrested high profile gas thief (March)
- Arrested made in high profile case where woman was stealing items from homes for sale (June)
- Investigated and handled scene at Harbor Inn fatality MVC. (September)
- Arrested suspect in a Bank Robbery at Kitsap Bank on Pioneer (October)
- Officers assisted in extracting driver trapped upside down in Jeep partially under water (December)



Subject: Agreement for Animal Control Services from Kitsap Humane Society

Proposed Council Action: Approve the Agreement for Animal Control Services from Kitsap Humane Society

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD#1*

For Agenda of: February 23, 2009

Exhibits:

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *PKK*

Approved as to form by City Atty: *per email 2/5/09*

Approved by Finance Director: *MD 2/5/09*

Approved by Department Head: *MD#1 2/5/09*

Expenditure		Amount		Appropriation	
Required	\$5,000	Budgeted	\$5,000	Required	0

INFORMATION/BACKGROUND

The Pierce County Humane Society discontinued providing animal control services to the City of Gig Harbor on January 1, 2006. We subsequently established an agreement with the Kitsap Humane Society to provide animal control services on a per incident basis. We have been working under an agreement with the Kitsap Humane Society for the last two years and have been very satisfied with their performance. We would like to renew the agreement for a five-year term.

FISCAL IMPACTS

The potential costs associated with this agreement have been estimated and are funded within the 2009 budget.

RECOMMENDATION

I recommend that Council authorize the Mayor to approve the attached Agreement for Animal Control Services with Kitsap Humane Society.

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is entered into between the City of Gig Harbor, hereinafter referred to as City", a Washington municipal corporation, and the Kitsap Humane Society, a non-profit corporation organized under the laws of the State of Washington, hereinafter referred to as the "Society".

WHEREAS, the Society has been appointed to act as the official Animal Control and impounding authority for the City of Gig Harbor under Ordinances codified in Title 6 of the Gig Harbor Municipal Code and

WHEREAS, pursuant to the said appointment, the City desires to contract with the Society for the performance of the duties and services required of the official Animal Control authority of the City and the Society is agreeable to performing such duties and services according to certain terms and conditions, now, therefore,

IN CONSIDERATION of the mutual benefits and conditions hereinafter specified, the parties agree as follows:

1. Scope of Services. The Society agrees to furnish all labor, materials, equipment and facilities to perform the duties and services required of the official Animal Control Authority of the City. Such duties and services shall include the following:

a) Impounding Authority. The Society shall act as the impounding authority for the City and shall provide impound services and facilities for all animals for which impounding is authorized or ordered by the City Pursuant to City ordinances.

b) Enforcement of Ordinances. The Society is designated as the Animal Control Authority and shall enforce all ordinances of the City now in effect or hereinafter enacted relative to the care, treatment, control, and impounding. The Chief of Police of the City shall commission animal control officers of the Society over the age of twenty-one (21) years as special police officers of the City with the power to enforce City Ordinances relating to animal control only. PROVIDED, that such commission shall be conferred at the discretion of the Chief of Police and may be revoked at will by him.

c) Quarantine. The Society, under the authority and at the direction of the health officer of the Pierce County Health District, shall, pursuant to the direction of the health officer or in accordance with the request of the owner, quarantine all animals that shall have bitten a person so as to have broken the skin, provided, that the length of such quarantine and the decision to release animals from quarantine shall be within the determination and discretion of the health department. It is the understanding of the parties that the health officer has the responsibility to monitor animals under quarantine and the Society shall cooperate with the health officer in the record keeping necessary to monitor the keeping of quarantined animals.

d) Clearing of Livestock. The Society shall, upon request, assist officers of the Gig Harbor Police Department and other employees of the City of Gig Harbor in clearing the City streets and roads of livestock or any other animals at large upon said roads and streets; provided, however, that nothing contained herein shall be construed to place responsibility on the Society for the removal of livestock or any other animals, whether living or dead, from public roads, streets and highways, nor from public or private property.

e) Assistance in prosecution. The Society shall assist all officers of the City in obtaining and presenting evidence in connection with the prosecution of all violations of City ordinances pertaining to animals covered by this Agreement.

2. Application of Agreement. The duties of the Society as set forth herein shall pertain to all domestic animals and to wild animals which have been tamed or kept in captivity. The duties of the Society as set forth herein shall not pertain to wild, predatory or game animals or birds which have not been tamed, except in case of injury and/or suffering of such animal.

3. Status of Society.

a) Independent Contractor. The Society and the City agree that the Society is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Society nor any employee of the Society shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for

withholding or otherwise deducting federal income tax or social security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to the Society or any employee of the Society.

b) Nonprofit Corporation. The Society, during the term of this contract, shall function as a nonprofit corporation, provided, that nothing contained in this Agreement shall be construed to prevent the Society from selling impounded animals, strays or gift animals, nor from boarding for a fee animals under quarantine, at the request of the owners.

4. Duties of the City Prosecutor. The City of Gig Harbor, acting through its City Prosecutor, shall have the discretion to prosecute all criminal cases brought to enforce City ordinances relating to animal control. The City Prosecutor shall provide legal assistance to Society personnel in the interpretation and administration of said City ordinances.

5. Records. The Society shall maintain complete and accurate records of all animals and complaints handled and of all income and expenditures related to the performance of the Society's duties under this Agreement. Such records shall be kept for a period of five (5) years.

6. Term of Agreement. This Agreement shall be in full force and effect for a period of five years commencing January 1, 2009 and ending December 31, 2013, unless sooner terminated under the provisions hereinafter specified.

a) Early Terminations. If the Kitsap County Contract is not renewed, then this agreement terminates 30 days after the Society received notice of Kitsap County's Non Renewal. In the event of Non Renewal the Society will give the City of Gig Harbor, reasonable written notice of the termination of this agreement.

7. Compensation: For and in consideration of the services to be performed by the Society under this Agreement, the City agrees to pay the Society the following:

a) The trip fee to travel to Gig Harbor and pick up a dog(s) will be \$150.00 per occurrence. If an investigation requires more time than the total trip time

of 2 hours, Gig Harbor will be charged an additional hourly fee of \$73.00 per hour.

b) The boarding fee through the stray period of 96 hours (four days) will be \$16.29 per day.

c) The fee for euthanasia is based on weight (see attached).

d) If cremation is requested, the fee is based on weight (see attached).

e) Provide care and feeding of impounded/seized animals for 30 days without further charge to the City while the Gig Harbor municipal Court adjudicates the impoundment/seizure. If the impoundment/seizures extend beyond 30 days, the City will cover the Kitsap Humane Society's standard cost of boarding said animals until resolution of the court case.

8. Indemnification.

a) The Society shall hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Society, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Society, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that: The Society's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees.

b) With respect to the City, the Society expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless the City extends to any claim, demand or action brought by or on behalf of any employee of the Society and includes any judgment, award and cost thereof, including attorney's fees.

9. Insurance. Prior to commencing work, the Society shall procure and maintain at the Society's own

cost and expense for the duration of the Agreement the following insurance against claims for injuries to persons or damages to property which may rise from or in connection with the performance of the work or services hereunder by the Society, its agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: The Society shall maintain limits no less than:

Commercial General Liability: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, and two million dollars (\$2,000,000) aggregate. Coverage shall be on an "occurrence" basis. Gig Harbor shall be named, by endorsement, as an additional insured on the Contractor's insurance policy as respects this contract.

Professional Liability (Errors and Omissions) Insurance: With a limit of not less than one million dollars (\$1,000,000).

Workers' Compensation and Employer's Liability: Workers' Compensation coverage as required by the State of Washington.

10. Termination. It is agreed by the parties hereto that this Agreement may at any time be terminated by the City of Gig Harbor giving to the Society thirty (30) days written notice of the City's intention to terminate the same, but that in the absence of such notice, the contract shall run for the full term named above.

11. Notices. Notices to the City of Gig Harbor shall be sent to the following address:

City of Gig Harbor
City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

Notices to the Society shall be sent to the following:

Kitsap Humane Society
9167 Dickey Road NW
Silverdale, WA 98383

12. In the event that any provision shall be deemed to be invalid or otherwise unenforceable, the rest of the agreement shall still be a valid and binding agreement.

13. Attorney Fees. In the event that either party needs to enforce the terms of this agreement the prevailing party will be entitled to an award of attorney fees and cost expended therein.

14. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

DATED this _____ day of _____, 2009

CITY OF Gig Harbor

KITSAP HUMANE SOCIETY

By: _____
Mayor, Chuck Hunter

By: _____
President, Hazel Bellinger

Attest:

By: _____
City Clerk, Molly Towslee

Approved as to Form:
Office of the City Attorney:

By: _____
Angela Belbeck

EUTHANASIA & SERVICE FEES

GROUP

Cremation Fees

Only charge PTS fee if KHS euthanized

Weight	PTS	Group Cremation Fee	Total
0-2	25.00	45.00	70.00
3-10	35.00	70.00	105.00
11-50	40.00	115.00	155.00
51-100	50.00	150.00	200.00
101-150	70.00	195.00	265.00
151-200	75.00	225.00	300.00
201-300	80.00	270.00	350.00
Over 300	1.10 per lb		

PRIVATE

PRIVATE Cremation Fees

Only charge PTS fee if KHS euthanized

Weight	PTS	Private Cremation Fee	Alderwood Urn	Total
0-2	25.00	45.00	45.00	115.00
3-10	35.00	70.00	45.00	150.00
11-50	40.00	115.00	60.00	215.00
51-100	50.00	150.00	60.00	260.00
101-150	70.00	195.00	80.00	345.00
151-200	75.00	225.00	80.00	380.00
201-300	80.00	270.00	160.00	510.00
Over 300	1.10 per lb			

Prices as of 2-1-08

Revised 8-30-08



**Subject: Special Services Agreement with
The Pierce County Sheriff's Office**

**Proposed Council Action: Approve the
Special Services Agreement with Pierce
County in the amount of \$7,846.50.**

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *DM*

For Agenda of: February 23, 2009

Exhibits: Report attached

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *DM*

Approved as to form by City Atty: *Via Email 2/5/09*

Approved by Finance Director: *OK 2/5/09*

Approved by Department Head: *DM 2/5/09*

Expenditure Required	\$7,846.50	Amount Budgeted	\$7,846.50	Appropriation Required	0
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INFORMATION/BACKGROUND

The Gig Harbor Police Department would like to renew an agreement with the Pierce County Sheriff's Office (PCSO) allowing us to utilize their specialized units and personnel for serious and complex investigations. We recognize that the PCSO has a higher level of experience and expertise in dealing with homicides and other serious felony investigations. They also have a tremendous amount of resources and experience in dealing with critical incidents that may require the services of a Special Weapons and Tactics Team (SWAT).

FISCAL CONSIDERATIONS

We have chosen to have access to three specialized services provided by PCSO; Special Weapons and Tactics (SWAT), Major Criminal Investigations and Forensics. Using the per capita formulas on Exhibit "A" of the agreement and estimating the population of Gig Harbor at 6,910 people, we estimate the cost to institute this agreement in 2009 at \$7,946.50 (SWAT-\$2,211.20 Major Crime investigations-\$5320.70 and Forensics-\$414.60).

RECOMMENDATION

I recommend that the Council approve the Special Services Agreement allowing the Gig Harbor Police Department to have access to specialized services provided by the PCSO.

**AGREEMENT
TO PROVIDE SPECIAL SERVICES
BY PIERCE COUNTY TO
THE CITY OF GIG HARBOR**

1. **DATE AND PARTIES:** This agreement is dated this 1st day of January, 2009 and is being entered into between the Pierce County Sheriff's Department, a department of Pierce County and the City of Gig Harbor, a municipal corporation organized under the laws of the State of Washington.

2. **PURPOSE OF AGREEMENT:** Both parties to this agreement have responsibility to provide police protection within their respective boundaries. Because the Pierce County Sheriff's Department may not have the available resources or ability to respond to calls within the City of Gig Harbor, the City is looking to have a greater assurance of a response when they have a need for certain specialized law enforcement services. The Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of Pierce County, and the Pierce County Sheriff's Department would be of benefit in such matters. In order to allow smaller cities and towns to take advantage of the expertise of Pierce County, the Pierce County Sheriff's Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

3. **DUTIES/RESPONSIBILITIES OF PIERCE COUNTY SHERIFF:**
 - a. To provide access to the following areas of service as may be required within the City.
 - 1) Criminal Investigations
 - 2) Canine (K-9), Pierce County K-9 only
 - 3) Hazardous Devices (Bomb Squad)
 - 4) Clandestine Laboratory (Meth Labs)
 - 5) Special Weapons and Tactics (SWAT)
 - 6) Marine Services Unit/Dive Team
 - b. To provide a timely response for the service requested.
 - c. To provide all necessary personnel and command.
 - d. To provide all needed and necessary equipment for the response.
 - e. To handle the call to completion, to include all necessary reports testimony or other follow-up.
 - f. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder.

4. **DUTIES/RESPONSIBILITIES OF CITY:**
 - a. To provide a contact person of command level to act as liaison between the two contracting agencies.
 - b. To provide traffic control or other perimeter security as may be required.
 - c. To provide schematics, floor plans or other items of information which may be required as part of a response.

- d. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
- e. To provide reimbursement hereunder for the services rendered.

5. JOINT RESPONSIBILITIES:

- a. To provide joint law enforcement response as necessary to keep and restore the peace.
- b. To timely complete and submit all necessary reports, documents and other needed information for any law enforcement or prosecution need.
- c. To mutually cooperate to assure the success of any and all law enforcement missions.

6. PAYMENT:

The City shall reimburse the County in any of the following fashions:

- a) Per Capita Payment: The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City. This cost shall be the cost irrespective of the number or duration of the calls answered.
- b) Cost Per Response: The City shall pay a sum based upon the hourly rate or incident rate as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended. Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter.

If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of paperwork; reports, interviews or other necessary follow up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours).

- c. Mixed Costing:
The City shall have the right to elect to reimburse the County on a per capita cost as to some services and a cost per response as to other services. Such election must be made in advance, in writing, in order to be an effective choice of payment method.
- d. Default Costing: In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Cost Per Response basis as set forth above.

Election of Costing: The City has selected the following costing methods for the following services. The costs are set forth in Exhibit A, which is attached hereto and made a part hereof. If a service is not selected, it will not be provided absent a separate

request and it will be charged in accordance with the Default Costing paragraph. Rates are for the year 2009 and are attached in Exhibit A.

SWAT, Per Incident: _____ (check box) or
SWAT, Per Capita (check box)

INVESTIGATIONS:

Per Incident: Detective _____ (check box)

Per Capita Detective (check box)

Per Incident: Forensics _____ (check box)

Per Capita Forensics (check box)

All other services are provided at no charge as indicated in Exhibit "A", as long as the City is under contract for specialized services.

7. SERVICE DESCRIPTIONS:

- a. Major Crime Investigation Services: Investigative services are those which consist of general criminal investigation done by Detectives, often in conjunction with Forensic trained individuals. Crimes, which are typically investigated in this manner, are homicides, sexual assaults, fraud, theft, burglary, and narcotics (this list is illustrative only). All of such investigations will be fully supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff.

In those instances where Major Crime investigation is selected to be billed on a per capita basis, the crimes to be investigated will typically be homicides and assaults which involve serious bodily injury or the possibility of death unless otherwise agreed by County.

- b. Canine (K-9) Services:
Canine services shall be the services of a trained canine and handler. The canine response may be for narcotics or general need and should be specified, as it will indicate the deployment needed.
- c. Hazardous Devices (Bomb Squad):
This service will include the Hazardous Device team and will typically be a multi-officer response (for officer safety reasons). The team will have an explosive specialist and shall provide all necessary and required equipment to deal with the threat.
- d. Clandestine Laboratory Team (Meth Lab):
This response will typically include a multi-officer response (for officer safety reasons). The team will do all things necessary to facilitate the safe and timely removal of hazardous materials.
- e. Special Weapons and Tactics (SWAT): This response shall be in the nature of a team response, which may call for a variety of disciplines (negotiators,

sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT mission.

- f. Forensic Investigator: This response shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs, measurements and document other important physical evidence, to obtain and process fingerprints, to utilize all technology available to the Forensics Investigator and to do all other services and procedures to assist in the processing of a crime scene or subject.
- g. Internal Affairs Investigations: This service shall involve a member of the Sheriff's Department of not lower than the rank of Lieutenant who shall perform any matter involving an "Internal Affairs" complaint or investigation. The investigator will be trained in investigating such matters and will take care of issues such as issuing "Garrity" rights and providing for other issues of due process, etc. which are required for administration to police officers by law, contract, etc. Such services may include the services of a polygrapher if needed.
- i. Marine Services/SCUBA:
This service shall involve Deputies and other personnel who are trained in areas of marine rescue or SCUBA techniques, including rescue. This response may include a response with vessels or other watercraft and will typically include a response with multiple personnel for issues of safety and response.

8. INDEMNITY AND HOLD HARMLESS:

The County shall defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this agreement. In executing this agreement, the COUNTY does not assume liability or responsibility for or release the CITY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rules, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY does not assume liability or responsibility for or release the COUNTY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any: cause, claim, suit, action or administrative proceeding is

commenced which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including chargeable costs and attorney's fees.

9. **MODIFICATION:** The parties may amend, modify, or supplement this agreement only by written agreement executed by the parties hereto.
10. **MERGER:** This agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this agreement and constitutes the entire contract of the parties.
11. **TERM OF AGREEMENT:** This AGREEMENT SHALL BE IN FORCE FOR ONE (1) YEAR FROM ITS MAKING and shall be automatically extended on the anniversary date thereafter unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety- (90) days written notice to the other party.
12. **OPERATIONAL ISSUES:** Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in a separate Memorandum of Understanding which is attached hereto and which involves issues such as; criteria for mobilization of the SWAT Team, authority to determine size of response, handling of media, SWAT command, miscellaneous cost due to damage, cost of meals, etc.
13. **INDEPENDENT CONTRACTOR:** Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor and not as an agent of the City. Pierce County will control the method, means and timing of providing the special services, and All County employees shall remain under the supervisory control of the County, although the City may in a given circumstance exercise direction and control under R.C.W. 10.93.040.

END OF AGREEMENT

2009 Rates

Service	Incident Rate	Per Capita
Canine	No charge	No charge
SWAT	\$8901	\$.32
Hazardous Devices	No charge	No charge
Lab Team	No charge	No charge
Air Ops	No charge	No charge
Detective	\$87 hr., per officer (3 hr. minimum)	\$.77
Forensic	\$61 hr., per officer (3 hr. minimum)	\$.06
Marine	\$87 hr., per officer (3 hr. minimum)	Not available

Swat per capita: $6,910 \times .32 = \$2,211.20$

Detective per capita: $6,910 \times .77 = \$5,320.70$

Forensic per capita: $6,910 \times .06 = \$414.60$

Total yearly cost of the contract is \$7,946.50

**EXHIBIT “B”
(immediately following this page)**

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

February 4, 2009

SPECIAL OCCASION # 093484

KIWANIS-GIG HARBOR
PO BOX 149911
GIG HARBOR, WA 98332

DATE: APRIL 18, 2009

TIME: 7 PM TO 10 PM

PLACE: EAGLES, 4425 BURNHAM DR, GIG HARBOR

CONTACT: JENI MALLORY 253-858-7541

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>		
LAW ENFORCEMENT	_____	YES__	NO__
HEALTH & SANITATION	_____	YES__	NO__
FIRE, BUILDING, ZONING	_____	YES__	NO__
OTHER:	_____	YES__	NO__

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

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



Subject: City Prosecuting Attorney Contract

Proposed Council Action:

Authorize the Mayor to sign a contract with Glisson, Witt & Altman for Prosecuting Attorney services.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: February 23, 2009

Exhibits: Proposed Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RSK 2/11/09

Approved as to form by City Atty: OK'D VIA EMAIL

Approved by Finance Director: CR 2/11/09

Approved by Department Head: RSK

Expenditure	Amount	Appropriation
Required: \$90,000 in 2009	Budgeted: \$95,000	Required: \$0

INFORMATION / BACKGROUND

In 2005 the City of Gig Harbor conducted a request for qualifications for prosecutions services. As a result of this RFQ process, the City selected Glisson, Witt, and Altman (Glisson) to represent the City as its municipal court prosecutor. At the December 8, 2008 City Council meeting, the City Council authorized the City Administrator to conduct another request for proposals (RFP) process for prosecution services. At this same meeting, the City Council approved as to form a prosecutor contract to go accompany the RFP.

The City requested proposals in the following locations: The Tacoma News Tribune, Peninsula Gateway, the Kitsap Sun, Pierce County Bar Association, and the City of Gig Harbor website. As a result of the call for proposals, the City received one proposal. The proposing firm is Glisson, Witt, and Altman. Because this firm has been providing prosecution services for the City over the past several years, they are a known quantity. The Court and staff have been generally satisfied with the services of this firm and recommend a renewal. The proposed contract for Council approval is the same as the contract form previously approved by Council and provided during the RFP process. This contract is included with this council bill.

Glisson's proposal came in at a flat fee of \$8,000 per month plus a per-case fee of \$75 for representing the City on contested infractions with counsel. The city administrator subsequently negotiated a lower flat fee of \$7,186 per month plus \$100 per contested infraction with counsel.

The \$7,186 monthly fee is a 12% increase over what the City is currently paying Glisson. However, this firm has not received a cost-of-living adjustment since 2006. Since that time the local CPI has gone up over 14%.

As for contested infractions, the City is not currently being represented by Glisson or any other attorney for that matter. As a result, adding the \$100 per case representation for contested infractions would be a new addition to the contract. However, over time, the city administrator believes that the financial impact of this additional service will be a net financial benefit to the City because the word will eventually get out that the City is now being respresented on these contested hearings, and therefore, the number of contested hearings should eventually go down and court revenues should subsequently go up.

Through approximately August of last year, there were 44 contested traffic infraction hearings with counsel, 32 of which had been dismissed in the defendant's favor. (The City was not represented on all 44 cases)

The rates as described above will be in effect for two years.

As for the contract term, the contract renewal will commence as of the date of signing and will continue until notice of termination is given by either party. At any time, either party may provide 60 days notice to end the contract.

FISCAL CONSIDERATION

The proposed contract amount is included in the 2009 adopted budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign a contract with Glisson, Witt & Altman for Prosecuting Attorney services.

PROSECUTING ATTORNEY AGREEMENT

This Agreement is entered into by and between the City of Gig Harbor, hereinafter referred to as the "City" and the law office of Glisson, Witt & Altman, hereinafter referred to as the "Prosecuting Attorney."

WHEREAS, the parties desire to define the services to be provided by the Prosecuting Attorney, and the costs associated therewith; Now, Therefore,

The parties hereto agree as follows:

Terms.

Section 1. Term. The term of this Agreement shall be from the date this Agreement is executed by both parties, until terminated by either party pursuant to the terms hereof. Either party may terminate this Agreement with or without cause, by providing sixty (60) days written notice to the other party.

Section 2. Duties.

A. The Prosecuting Attorney shall be principally responsible for performing all work involving criminal prosecution for the City. The following list of duties is illustrative of the services to be performed by the Prosecuting Attorney, but is not necessarily inclusive of all duties:

1. Represent the City in the prosecution of all criminal misdemeanor violations.
2. Represent the City on all contested hearings represented by counsel.
3. Responsible for all aspects of prosecution including: investigation, arraignments, pre-trial hearings and motions, bench and/or jury trials, sentencing, review hearings and appeals.
4. Follow cases through sentencing procedures and manage criminal appeals.
5. Provide legal research, training and assistance to the Police Department in all criminal matters, including statutory interpretation, enforcement issues, and case decisions.
6. Prepare cases for prosecution including contacting the Police Department, witnesses, victims and defense attorneys.
7. Provide advice and representation in criminal forfeiture hearings, search warrant review and similar matters.
8. Provide occasional training for law enforcement officers and advise the department regarding substantial statutory or case law changes.
9. Handle civil code enforcement matters in District Court as requested by the City's Code Enforcement Officer.
10. Attend quarterly Court meetings and provide input on Court policy matters.

11. Represent the City in any RALJ (Rules for Appeal of Decisions of Courts of Limited Jurisdiction) appeals from criminal cases.
12. Represent the City in all Civil Infractions where the defendant is represented by counsel; This includes providing discovery documents and information.
13. Represent the City in civil forfeiture hearings under RCW Title 69 (drug seizures).
14. The the prosecuting attorney or an equal representative be accessible 24 hours a day.
15. The Prosecuting Attorney shall not take any defense cases, except for superior court civil cases, in the greater Gig Harbor area (Gig Harbor and Key Peninsulas).

- B. The Prosecuting Attorney's duties shall not include the following:
1. Civil proceedings not listed in Section 2(A).
 2. Civil traffic proceedings not listed in Section 2(A).
 3. The responsibilities of the City Attorney, as provided in the City Attorney's contract with Gig Harbor.

Section 3. Compensation.

A. The rates charged by the Prosecuting Attorney for the legal services described in this Agreement are:

\$7,186 per month.

For services not included in the base fee: \$100 per infraction case in which the prosecuting attorney appears, demonstrated by the filing of a notice of appearance by the Prosecuting Attorney.

The City shall be responsible for costs associated with any expert witnesses required to be subpoenaed for civil traffic matters.

B. These rates are effective for two year(s), and are subject to renegotiation yearly thereafter.

Should the Court Calendar change so that court will regularly be held more than one day per week, this shall constitute a substantial change in the Prosecuting Attorney's work load and therefore be cause to immediately allow renegotiation of the monthly rate of compensation.

C. Reimbursable Costs. The Prosecuting Attorney shall be reimbursed for costs and advances for such items such as legal messenger services, court filing fees and other similar expense items.

Section 4. Equipment and Other Resources. The Prosecuting Attorney shall provide his/her own cell phone, access to on-line computer legal research services, long distance telephone, cell phone service, mileage, etc. In addition, the Prosecuting Attorney

shall be responsible for all costs associated with maintaining his/her license to practice law in the State of Washington, including but not limited to costs relating to continuing legal education and bar dues. For the City's convenience, a private office with computer, city e-mail account and internet access may be provided for use by the Prosecuting Attorney.

Section 5. Insurance. The Prosecuting Attorney shall obtain and maintain insurance of the types and limits described below:

A. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability coverage shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

B. **Professional Liability** insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

The Prosecuting Attorney's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

The Prosecuting Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Section 6. Independent Contractor. The Prosecuting Attorney is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligation to pay to the Prosecuting Attorney or any of his employees, sick leave, vacation, pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Prosecuting Attorney which may arise as an incident of the Prosecuting Attorney performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Prosecuting Attorney.

Section 7. Ownership of Work Product. All data, materials, reports, memoranda, and other documents developed by the City under this Agreement specifically for the City are the property of the City and shall be forwarded to the City upon request. The City may use such documentation as the City deems fit. The City agrees that if such data, materials, reports, memoranda and other documents prepared by the Prosecuting Attorney are used for purposes other than those intended in this Agreement, that the City does so at its sole risk.

Section 8. Hold Harmless. The Prosecuting Attorney and the Law Office of Glisson, Witt & Altman agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the Prosecuting Attorney in the performance of this Agreement, except for claims or damages caused by the sole negligence of the City. The City agrees to indemnify, hold harmless, and defend the Prosecuting Attorney and the Law Office of Glisson, Witt & Altman from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City, its elected and appointed officials, employees and agents in the performance of this Agreement, except for claims or damages caused by the sole negligence of the Prosecuting Attorney. In the event a court of competent jurisdiction finds that the City and Prosecuting Attorney are concurrently negligent, then each party shall be responsible for the extent of its own negligence.

Section 9. Rules of Professional Conduct. All services provided by the Prosecuting Attorney and the Law Office of Glisson, Witt & Altman under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

Section 10. Subcontracting or Assignment. The Prosecuting Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. However, services performed under the terms of this contract may be performed by any qualified partner or associate attorney of Glisson, Witt & Altman. When the City Prosecutor's office must recuse itself from a case to avoid violation of the Rules of Professional Conduct, it shall be the responsibility of the office of the Prosecuting Attorney to provide a qualified conflict attorney to represent the City.

Section 11. Notices. Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY:
Attn: City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335

TO THE PROSECUTING ATTORNEY:
Stan Glisson
Glisson, Witt & Altman
400 Warren, Suite, 415
Bremerton, WA 98337

Section 12. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

Section 13. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Prosecuting Attorney.

Section 14. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

Section 15. Agreement Not Enforceable by Third Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

Section 16. Severability. If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Agreement.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Dated this ___ day of _____, 2009.

CITY OF GIG HARBOR

PROSECUTING ATTORNEY

By _____
Mayor Charles L. Hunter

By 
Stan Glisson,
Glisson, Witt & Altman

ATTEST/AUTHENTICATED:

By _____
City Clerk Molly Towslee

APPROVED AS TO FORM:

By _____
City Attorney

Karlinsey, Rob

From: Karlinsey, Rob
Sent: Wednesday, February 11, 2009 8:26 AM
To: 'Angela S. Belbeck'
Subject: RE: Prosecuting Attorney Contract and CB

Good catches. Thanks!

From: Angela S. Belbeck [mailto:abelbeck@omwlaw.com]
Sent: Tuesday, February 10, 2009 7:33 PM
To: Karlinsey, Rob
Subject: RE: Prosecuting Attorney Contract and CB

Hi Rob. This is great--I'd just recommend a couple corrections on the council bill:
--Third paragraph, second line, change "fraction" to "infraction"
--Sixth paragraph, second line, change "Council" to "counsel".
That's it. Let me know if you need anything else.
--Angela

From: Karlinsey, Rob [mailto:karlinseyr@cityofgigharbor.net]
Sent: Tuesday, February 10, 2009 5:24 PM
To: Angela S. Belbeck
Subject: Prosecuting Attorney Contract and CB

Angela – Could you please review the attached contract and CB? Thanks,

--Rob



Glisson, Witt and Altman
400 Warren Avenue, Suite 415
Bremerton, WA 98337
360.782.9000 | fax 360.782.9003

STATEMENT OF QUALIFICATIONS – PROSECUTION SERVICES

OVERVIEW:

Please accept this as a statement of the qualifications of the law office of Glisson, Witt & Altman to provide contract legal services for the City of Gig Harbor. This letter will show that Ryan Witt and myself possess a combined 17 years of experience as attorneys, spent almost entirely in criminal law; that between the two of us we have represented state or city governments in over 100 jury and bench trials and numerous appeals; that we have experience with the specific needs of city government in the area of criminal prosecution; that we have created and cultivated productive working relationships with various court staff and law enforcement agencies; and that we have a prestigious list of persons who can verify our experience, our dedication, and our ability to continue to provide Gig Harbor the high level of professionalism that its criminal court deserves. We are proposing to contract with the city for criminal prosecution and limited civil representation as outlined below for \$96,000 per year.

BACKGROUND, STAN GLISSON, WSBA 28323:

I possess a B.A. degree from the University Alaska, where I graduated in 1994. In 1998, I earned my J.D. from the University of Washington School of Law and was admitted to practice that fall. During law school, I interned at the Snohomish County Public Defender's Office. From spring of 1999 until fall of 2000, I worked as an associate attorney at the law firm of Crawford, McGilliard, Peterson, Yelish, and Dixon in Port Orchard. My duties at that firm were primarily providing public defense representation in Kitsap County District Court.

In September of 2000, I accepted a position as a deputy prosecutor in the Kitsap County Prosecuting Attorney's Office. I went to work immediately as the sole criminal prosecutor in the City of Bremerton Municipal Court. In that capacity, I was responsible for all phases of prosecution regarding city crimes, from the initial charging decision through jury trial, and occasional infraction hearings. I was assigned to that court for about one year.

My next assignment was to the Port Orchard Municipal Court as sole criminal prosecutor. In Port Orchard, I was responsible again for all phases of prosecution, from charging to jury trial, and was involved in infraction hearings and code enforcement litigation. While working for the county, I made multiple appearances as a prosecutor in every municipal and district court in Kitsap County.

I later spent time assigned to the Special Assault Unit, specializing in crimes of domestic violence, sex crimes, and crimes against children. I conducted numerous trials as sole trial counsel for the State, and again handled cases from charging until trial.

I spent over a year assigned to the prosecutor's Felony Drug Unit. My caseload was primarily methamphetamine possession, manufacturing, and distribution, and manufacture and distribution of marijuana. I worked closely with the West Sound Narcotics Enforcement Team (WestNET), Bremerton Police Special Operations Group (SOG), and various patrol officers and detectives.

Each year I was employed by Kitsap County, I attended the 20 hour summer training sponsored by the Washington Association of Prosecuting Attorneys, as well as various trainings held throughout the year. I have acted as a trainer on various topics at deputy prosecutor training programs, as well as at the Kitsap County Reserve Deputy Training Academy. I estimate that I have represented the state or cities in over fifty misdemeanor or felony criminal trials and between five and ten appeals.

Since March 2005 I have represented the City of Gig Harbor as criminal prosecutor.

BACKGROUND, RYAN WITT, WSBA 32002:

Ryan received his Bachelor of Science degree from Colorado State University in 1997. He attended Gonzaga School of Law in Spokane, where he obtained his J.D. in 2001. During school, Ryan interned for the Spokane County Prosecuting Attorney's Office for approximately 18 months. He was admitted to practice law in Washington State in the fall of 2001.

In 2001, Ryan and his wife moved to Port Orchard. Ryan went to work for the Pierce County Prosecuting Attorney's Office. He remained there as a deputy prosecutor until March of 2002, when he was hired on by the Kitsap County Prosecuting Attorney's Office. While with Kitsap County, Ryan practiced as the sole criminal prosecutor for the City of Bremerton for approximately one year.

Ryan's next assignment was in the Special Assault Unit, where he represented the State in numerous felony trials in cases of domestic violence, sex crimes, and crimes against children. Ryan's trial experience is extensive, including over fifty jury and bench trials. Ryan has been extremely effective in cultivating positive working relationships with law enforcement professionals, as well as court staff, witnesses, advocates and victims of crime.

Ryan has also represented the City of Gig Harbor as criminal prosecutor since March 2005.

Neither Ryan nor I have any pending bar association complaints pending. Neither of us has ever been the subject of disciplinary action by the bar.

SPECIFICATIONS OF PROPOSAL:

Glisson, Witt & Altman, is a three attorney firm based in Bremerton, Washington. I am submitting my proposal to be the next appointed prosecuting attorney for the City of Gig Harbor. Ryan is available as a second attorney in the event that I am ill, on vacation, or otherwise need assistance with coverage on a particular day or in a particular case.

As City Prosecutor, I will continue to work to improve our system that fairly weighs the rights of defendants against the rights of the citizens and businesses in Gig Harbor to be safe in their persons and their property. Every prosecutor, working with input from judges, court staff and law enforcement, must determine their own system of prioritizing cases and defendants. It is my personal philosophy that public safety and crimes against persons must always be the top priority for a criminal prosecutor. The Washington State Legislature has specifically recognized the importance of domestic violence as a serious crime against society, and I feel that crimes involving domestic violence should be treated accordingly. Priority must also be given to drinking and driving, because of the risk to innocent persons and the societal cost from drunk driving accidents. That said, I believe that limited jurisdiction courts should be rehabilitative courts, and that treatment, probation, and financial deterrents are all useful tools toward the goal of diminishing recidivism.

Effectively prosecuting crime within city budgets, availability of jail space, and other resource limitations is sometimes a complicated undertaking. My experience as a prosecutor in municipal and district court settings, working with city leaders has prepared me to undertake that challenge. It will be my constant goal to ensure that witnesses and victims of crime are treated with utmost respect, and that the hard work of law enforcement does not go wasted by inefficient or ineffective prosecution. I will work with court staff to see that criminal cases run smoothly and are resolved in a financially efficient and responsible manner.

Our experience in courts of limited jurisdiction, and in the City of Gig Harbor in particular, has prepared us to maintain a system in your court that maximizes the public benefit from good police work. The city needs a prosecutor who is willing and able to work with police not only on current cases, but on procedure and training to ensure that future cases are investigated and handled with the goal of making every criminal charge solid at trial and on appeal, while protecting the city from needless liability.

FEE STRUCTURE:

Reviewing the city's Request for Qualifications, we understand that the city is seeking the following services:

- **Criminal prosecution**, to include:
 - Criminal Calendars: One full day in court per week representing the city at arraignments, pre trial conferences, and review hearings.
 - Office Time: Four to eight hours per week, to be spent conducting legal research; reviewing police reports and making charging decisions; conferring with witnesses, crime victims, and law enforcement regarding investigations, upcoming cases, and community issues.
 - Trial work. It is anticipated that no more than one jury trial would be conducted in a normal month. Trials could typically be completed in one court day.
 - Accessibility: 24 hours per day for police for legal questions. Occasional availability for law enforcement training, and preparation time in accordance with the issues to be discussed.

- **Civil representation**, to include:
 - Appearance at contested infraction hearings with defense counsel.
 - Representation of the city in drug-related forfeiture hearings.

- **Appeal work**:
 - RALJ level appeals from criminal trials, interlocutory appeal on criminal suppression issues, appeal of infraction rulings and code enforcement decisions.

At my standard billing rate, \$200 per hour, estimating 12 hours per week with criminal duties, 4 hours per month for infractions, and a one day trial every two months, an attorney would bill well over \$200,000 per year. We are proposing a flat fee of \$8,000 per month, or \$96,000 per year for the services listed above, plus \$75 per infraction in which we formally appear. We presume that the trend of increasing caseloads will only continue. This proposal assumes that the city continues, at its discretion, to provide office space in or near the courthouse, a computer with internet access and a printer / copier.

If you have any questions regarding this statement, my qualifications, or the terms of my proposal, please do not hesitate to contact me directly. I look forward to the opportunity to meet and discuss in further detail the future of the Gig Harbor Municipal Court.

Sincerely,



Stan Glisson

REFERENCES:

Name:	Title:	Contact Phone Number:
Russ Hauge	Kitsap County Prosecuting Attorney	(360) 337-7244
Jeff Jahns	Chief Deputy Prosecutor, District and Municipal Court Division, Kitsap County	(360) 337-4982
Claire Bradley	Chief Deputy Prosecutor, Felony Division	(360) 337-4978
Mark Koontz	Assistant City Attorney, City of Bremerton	(360) 473-5345



Subject: Resolution – Authorizing Interlocal Agreement with Pierce County Amending Countywide Planning Policies.

Dept. Origin: Planning Department

Prepared by: Jennifer Kester
Senior Planner *JK*

For Agenda of: February 23, 2009

Proposed Council Action: Adopt Resolution

Exhibits: Resolution, Exhibit A – Interlocal agreement, Amendments to the Countywide Planning Policies

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *PK 2/11/09*

Approved as to form by City Atty: e-mail 2/10/09

Approved by Finance Director: N/A

Approved by Department Head: *TD 2/11/09*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Pierce County has requested the City pass a resolution authorizing the Mayor to execute an interlocal agreement adopting amendments to the Pierce County Countywide Planning Policies. The Pierce County Regional Council, on which Councilmember Young sits, recommended adoption of the proposed amendments on February 21, 2008.

The amendments will not affect the City's land use policies. The proposed amendments relate to designated "centers." Centers are areas of concentrated employment and/or housing within urban growth areas which serve as the hubs of transit and transportation systems. There are no designated centers in the City limits or the City's UGA.

Amendments to the Pierce County Countywide Planning Policies will be effective once the interlocal agreement is ratified by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total population.

FISCAL CONSIDERATION

None

RECOMMENDATION / MOTION

Adopt Resolution _____ authorizing Mayor to execute the Interlocal Agreement for Amendments to the Pierce County Countywide Planning Policies.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY AND THE CITIES AND TOWNS OF PIERCE COUNTY, THEREBY AMENDING THE PIERCE COUNTY COUNTYWIDE PLANNING POLICIES AS RECOMMENDED BY THE PIERCE COUNTY REGIONAL COUNCIL.

WHEREAS, on January 31, 1995, the Pierce County Council passed Resolution R95-17 affirming the commitment of the County to continue discussions with other local jurisdictions to resolve implementation of the Growth Management Act; and

WHEREAS, the Pierce County Regional Council was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County, and charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies; and

WHEREAS, the Puget Sound Regional Council (PSRC) has specific responsibilities under federal and state law for transportation and growth management planning; and

WHEREAS, the PSRC is adopting VISION 2040, as the growth management, environmental, economic, and transportation vision for the central Puget Sound region; and

WHEREAS, VISION 2040 provides a common framework for the region's Metropolitan Transportation Plan and Regional Economic Strategy, as well as countywide planning policies and local comprehensive plans; and

WHEREAS, the PSRC allocates federal transportation funding to Puget Sound counties, cities, and towns for projects that are consistent with the adopted regional plan; and

WHEREAS, VISION 2040 identifies a set of regional growth and manufacturing/industrial centers and the PSRC has identified criteria for designating regional centers; and

WHEREAS, the regional centers are central to the Policy Framework that guides the distribution of federal transportation funding; and

WHEREAS, the Pierce County Countywide Planning Policies address regional centers; and

WHEREAS, a consistency review between the PSRC regional center criteria and the Pierce County Countywide Planning Policies has been conducted; and

WHEREAS, The Pierce County Regional Council conducted negotiations in open public meetings during 2007 and 2008 to address substantive policy changes necessary to respond to current issues related to the coordination and consistency with the Growth Management Act; and

WHEREAS, The Pierce County Regional Council subsequently recommended adoption of the proposed amendments to the Pierce County Countywide Planning Policies on February 21, 2008, which address policy updates; and

WHEREAS, Amendments to the Pierce County Countywide Planning Policies must be adopted through amendment of the original interlocal agreement or by a new interlocal agreement ratified by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total population; and

WHEREAS, The proposed amendments to the Pierce County Countywide Planning Policies are not subject to SEPA review in accordance with WAC 197-11-800(20), procedural actions; and

WHEREAS, An Interlocal Agreement entitled "Amendments to the Pierce County Countywide Planning Policies" was developed for this purpose, and included the recommended amendments to the Pierce County Countywide Planning Policies as an attachment; and

WHEREAS, These revised and additional Countywide Planning Policies should be incorporated into the next amendment of the Pierce County Countywide Planning Policies by Ordinance of the County Council; and

WHEREAS, The City Council finds that it is in the public interest to authorize the Mayor to execute the interlocal agreement, attached hereto as Exhibit "A"; Now, Therefore,

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

Section 1. The Mayor is hereby authorized to execute the Interlocal Agreement, attached hereto as Exhibit "A" and by this reference incorporated herein, thereby ratifying the attached amendments to the Pierce County Countywide Planning Policies as recommended by the Pierce County Regional Council.

RESOLVED this ____ day of _____, 2009.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela Belbeck, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
ORDINANCE NO:

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INTERLOCAL AGREEMENT

**AMENDMENTS TO THE PIERCE COUNTY
COUNTYWIDE PLANNING POLICIES**

This agreement is entered into by and among the cities and towns of Pierce County and Pierce County. This agreement is made pursuant to the provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action and evidenced by execution of the signature page of this agreement.

BACKGROUND:

- A. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County. The organization is charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
- B. The Pierce County Countywide Planning Policies provide for amendments to be adopted through amendment of the original interlocal agreement or by a new interlocal agreement. The Pierce County Countywide Planning Policies may be amended upon the adoption of amendments by the Pierce County Council and ratification by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total Pierce County population as designated by the State Office of Financial Management at the time of the proposed ratification.
- C. Substantive policy amendments are based on a comprehensive review and update to the Countywide Planning Policies by the Pierce County Regional Council.
- D. The Pierce County Regional Council conducted discussions in open public meetings in 2007 and 2008 to address the amendments. The Pierce County Regional Council subsequently recommended adoption of the proposed amendments addressing regional centers on February 21, 2008.

PURPOSE:

This agreement is entered into by the cities and towns of Pierce County and Pierce County for the purpose of ratifying and approving the attached amendments to the Pierce County Countywide Planning Policies (Attachment).

Exhibit A

1 DURATION:

2 This agreement shall become effective upon execution by 60 percent of the jurisdictions in
3 Pierce County, representing 75 percent of the total Pierce County population as designated by the
4 State Office of Financial Management at the time of the proposed ratification. This agreement
5 will remain in effect until subsequently amended or repealed as provided by the Pierce County
6 Countywide Planning Policies.

7 SEVERABILITY:

8 If any of the provisions of this agreement are held illegal, invalid or unenforceable, the
9 remaining provisions shall remain in full force and effect.

10 FILING:

11 A copy of this agreement shall be filed with the Secretary of State, Washington Department of
12 Community, Trade and Economic Development, the Pierce County Auditor and each city and
13 town clerk.

14 IN WITNESS WHEREOF, this agreement has been executed by each member
15 jurisdiction as evidenced by the signature page affixed to this agreement.
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Exhibit A

INTERLOCAL AGREEMENT

AMENDMENTS TO THE PIERCE COUNTY
COUNTYWIDE PLANNING POLICIES

Signature Page

The legislative body of the undersigned jurisdiction has authorized execution of the Interlocal Agreement, Amendments to the Pierce County Countywide Planning Policies.

IN WITNESS WHEREOF

This agreement has been executed _____
(Name of City/Town/County)

BY: _____
(Mayor/Executive)

DATE: _____

Approved:

BY: _____
(Director/Manager/Chair of the Council)

Approved as to Form:

BY: _____
(City Attorney/Prosecutor)

Approved:

By: _____
(Pierce County Executive)

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Proposed Amendments to the
**Countywide
Planning Policies**
for Pierce County, Washington

Urban Growth Area
Centers Amendments

**COUNTYWIDE PLANNING POLICY ON URBAN GROWTH AREAS,
PROMOTION OF CONTIGUOUS AND ORDERLY DEVELOPMENT
AND PROVISION OF URBAN SERVICES TO SUCH DEVELOPMENT**

▪ **Background - Requirements of Growth Management Act**

The Washington Growth Management Act identifies the encouragement of development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner [RCW 36.70A.020(1)], the reduction of sprawl (*i.e.*, the inappropriate or premature conversion of undeveloped land into low-density development) [RCW 36.70A.020(2)], and the provision of adequate public facilities and services necessary to support urban development at the time the development is available for occupancy and use (without decreasing current service levels below locally established minimum standards) [RCW 36.70A.020(12)] as planning goals to guide the development and adoption of comprehensive plans and development regulations.

The Growth Management Act further requires (1) that the County designate an "urban growth area" (UGA) or areas within which urban growth shall be encouraged and outside of which growth shall occur only if it is not "urban" in character; (2) that each municipality in the County be included within an urban growth area UGA; (3) that an urban growth area UGA include territory outside of existing municipal boundaries only if such territory is characterized by urban growth or is adjacent to territory that is already characterized by urban growth. [RCW 36.70A.110(1); for definition of "urban growth" see RCW 36.70A.030(17).]

The designated urban growth areas UGAs shall be of adequate size and appropriate permissible densities so as to accommodate the urban growth that is projected by the State Office of Financial Management to occur in the County for the succeeding 20-year period. While each urban growth area UGA shall permit urban densities, they it shall also include greenbelt and open space areas [RCW 36.70A.110(2)].

As to the timing and sequencing of urban growth and development over the 20-year planning period, urban growth shall occur *first* in areas already characterized by urban growth that have existing public facility and service capacities to service such development, *second* in areas already characterized by urban growth that will be served by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources [RCW 36.70A.110(3)]. Urban government services shall be provided primarily by cities, and should not be provided in rural areas.

The Growth Management Act Amendments expressly require that countywide planning policies address the implementation of urban growth area UGA designations [RCW 36.70A.210(3)(a)], the promotion of contiguous and orderly development, the provision of

1 urban services to such development [RCW 36.70A.210(3)(b)], and the coordination of joint
2 county and municipal planning within ~~urban growth areas~~ UGAs [RCW 36.70A.210(3)(f)].
3
4

5 ■ **Principles of Understanding Between Pierce County and the Municipalities in Pierce**
6 **County**
7

8 While following the goals and regulations of the Growth Management Act, Pierce County
9 and the municipalities in Pierce County will strive to protect the individual identities and
10 spirit of each of our cities and of the rural areas and unincorporated communities.
11

12 Further agreements will be necessary to carry out the framework of joint planning adopted
13 herein. These agreements will be between the County and each city and between the
14 various cities.
15

16 The services provided within our communities by special purpose districts are of vital
17 importance to our citizens. Consistent with the adopted regional strategy, these districts will
18 be part of future individual and group negotiations under the framework adopted by the
19 County and municipal governments.
20

21 While the Growth Management Act defines sewer service as an urban service, Pierce
22 County currently is a major provider of both sewer transmission and treatment services. The
23 County and municipalities recognize that it is appropriate for the County and municipalities
24 to continue to provide sewer transmission and treatment services.
25

26 The County recognizes that unincorporated lands within ~~urban growth areas~~ UGAs are often
27 potential annexation areas for cities. These are also areas where incorporation of new cities
28 can occur. The County will work with existing municipalities and emerging communities to
29 make such transitions efficiently.
30

31 At the same time, annexations and incorporations have direct and significant impacts on the
32 revenue of county government, and therefore, may affect the ability of the County to fulfill
33 its role as a provider of certain regional services. The municipalities will work closely with
34 the County to develop appropriate revenue sharing and contractual services arrangements
35 that facilitate the goals of GMA.
36

37 The Countywide Planning Policies are intended to be the consistent "theme" of growth
38 management planning among the County and municipalities. The policies also spell out
39 processes and mechanisms designed to foster open communication and feedback among the
40 jurisdictions. The County and the cities and towns will adhere to the processes and
41 mechanisms provided in the policies.
42

43
44 ■ **Centers**
45

46 Centers are intended to be areas of concentrated employment and/or housing within ~~urban~~
47 ~~growth areas~~ UGAs which serve as the hubs of transit and transportation systems. ~~They~~
48 ~~Centers and connecting corridors~~ are integral to creating compact urban development that

1 conserves resources and creates additional transportation, housing, and shopping choices.
2 Centers are an important part of the regional strategy (VISION 2020 2040) for urban growth
3 and are required to be addressed in the Countywide Planning Policies. Centers will become
4 focal points for growth within the county's urban growth area UGA and will be areas where
5 public investment is directed.
6

7 Centers are intended to:

- 8
- 9 • be priority locations for accommodating growth;
- 10 • strengthen existing development patterns;
- 11 • promote housing opportunities close to employment;
- 12 • support development of an extensive multimodal transportation system
- 13 which reduces dependency on automobiles; and
- 14 • reduces congestion and improves air quality; and
- 15 • maximize the benefit of public investment in infrastructure and services.
- 16

17 VISION 2020-2040, the adopted regional growth strategy, identifies several different types
18 of Centers as an integral feature, including three types of Regional Growth Urban Centers:
19 (1) Regional Growth Center, (2) Metropolitan Center, (3) Urban Center, which feature a mix
20 of land uses, as well as a category for Town Center. (Note: In 2003, PSRC replaced the
21 term "Urban Centers" with "Regional Growth Centers." Regional Growth Centers is the
22 term used in PSRC's Designation Criteria.) VISION 2020 2040 also identifies
23 Manufacturing/Industrial Centers, which consist primarily of manufacturing and industrial
24 uses. (See 1995 VISION 2020 2040 Update, pages 85 and 86.) Pierce County has
25 identified five Urban Centers and two Manufacturing/Industrial Centers that are applicable
26 and consistent with the have been adopted into the regional vision. The Pierce County
27 Regional Growth Centers are designated as either Metropolitan Centers, Regional Growth
28 Centers, or Countywide Centers within Pierce County are as follows:
29

30 Tacoma Mall
31 Tacoma CBD
32 Lakewood
33 Puyallup
34 South Hill
35
36
37
38

39 Metropolitan Center
40 Tacoma Central Business District
41

42 Regional Growth Centers
43 Tacoma Mall
44 Lakewood
45 Puyallup Downtown
46 Puyallup South Hill
47

1 Currently there are no designated Countywide Centers.

2
3 Manufacturing/Industrial Centers are areas where employee- or land-intensive uses will be
4 located. These centers differ from Urban Regional Growth Centers in that they consist of an
5 extensive land base and the exclusion of non-manufacturing or manufacturing-supportive
6 uses are is an essential features of their character. These areas are characterized by a
7 significant amount of manufacturing, industrial and advanced technology employment uses.
8 Large retail and non-related office uses are discouraged. Other than caretakers' residences,
9 housing is prohibited within Manufacturing/Industrial Centers. However, these centers
10 should be linked to high density housing areas by an efficient multimodal transportation
11 system. The efficiency of rail and overland freight to markets is the critical element for
12 manufacturers and industries located in these centers.

13
14 The designated Manufacturing/Industrial Centers, within Pierce County are as follows:

- 15
- 16 Frederickson
- 17 Port of Tacoma
- 18

19 Within Pierce County, a limited number of additional centers, both urban and
20 manufacturing/industrial, will may be designated within individual jurisdictions'
21 comprehensive plans through amendment of the Countywide Planning Policies consistent
22 with the process below. In order to be designated, a center must meet the criteria contained
23 within the Countywide Planning Policies.

24
25 Designated Centers may vary substantially in the number of households and jobs they
26 contain today. The intent of the Countywide Planning Policies is that Urban Regional
27 Growth Centers grow to become attractive places to live and work, while supporting
28 efficient public services such as transit and being responsive to the local market for jobs and
29 housing.

30
31 The Countywide Planning Policies establish target levels for housing and employment
32 needed to achieve the benefit of an Urban Center. Some Centers will reach these levels
33 over the next twenty years, while for others the criteria set a path for growth over a longer
34 term, providing capacity to accommodate growth beyond the twenty year horizon.

35
36 **County-Level Centers Designation Process**

37
38 The County and any municipality in the County that is planning to include a Metropolitan
39 Center, Regional Growth Center, Countywide Center or Manufacturing / Industrial
40 Center within its boundaries shall specifically define the area of such center within its
41 comprehensive plan. The comprehensive plan shall include policies aimed at focusing
42 growth within the center and along corridors consistent with the applicable criteria
43 contained within the Countywide Planning Policies. The County or municipality shall
44 adopt regulations that reinforce the center's designation.

45
46 No more often than once every two years, the Pierce County Regional Council (PCRC)
47 shall invite jurisdictions with centers already adopted in their comprehensive plan that
48 seek to be designated as centers in the Countywide Planning Policies to submit a request

1 for such designation. Said request shall be processed in accordance with established
2 procedures for amending the Countywide Planning Policies.

3
4 Each jurisdiction seeking to have a center designated in the Countywide Planning
5 Policies shall provide the PCRC with a report demonstrating that the proposed center
6 meets the minimum criteria for designation together with a statement and map describing
7 the center, its consistency with the applicable Countywide Planning Policies, and how
8 adopted regulations will serve the center.

9
10 Transit services shall be defined in the broadest sense and shall include local and regional
11 bus service, rail where appropriate, vanpool, carpool, and other transportation demand
12 measures designed to reduce vehicle trips.

13
14 The minimum designation criteria to establish a candidate center by type are as follows:

15
16 Metropolitan Center

17 Area: up to 1-1/2 square miles in size;
18 Capital Facilities: served by sanitary sewers;
19 Employment: a minimum of 25 employees per gross acre of non-residential lands with a
20 minimum of 15,000 employees;
21 Population: a minimum of ten households per gross acre; and
22 Transit: serve as a focal point for regional and local transit services.

23
24 Regional Growth Center

25 Area: up to 1-1/2 square miles in size;
26 Capital Facilities: served by sanitary sewers;
27 Employment: a minimum of 2,000 employees;
28 Population: a minimum of seven households per gross acre; and
29 Transit: serve as a focal point for regional and local transit services.

30
31 Countywide Center

32 Area: up to one square mile in size;
33 Capital Facilities: served by sanitary sewers;
34 Employment: a minimum of 1,000 employees;
35 Population: a minimum of 6 households per gross acre; and
36 Transit: serve as a focal point for local transit services.

37
38 Manufacturing / Industrial Center

39 Capital Facilities: served by sanitary sewers;
40 Employment: a minimum of 7,500 jobs and/or 2,000 truck trips per day; and
41 Transportation: within one mile of a state or federal highway or national rail line.

42
43 The minimum criteria report and statement shall be reviewed by the Growth Management
44 Coordinating Committee for consistency with Countywide Planning Policies, the
45 Transportation Coordination Committee for consistency with transportation
46 improvements plans of WSDOT, and with Pierce Transit's comprehensive plan. The
47 coordinating committees shall provide joint recommendation to the PCRC.
48

1 Once included in the Countywide Planning Policies, the jurisdiction where a center is
2 located may go on to seek regional designation of the center from the Puget Sound
3 Regional Council (PSRC) in accordance with its established criteria and process.
4

5 In order to be designated a Regional Growth Center the center should meet the regional
6 criteria and requirements including those in VISION 2020 2040, the regional growth,
7 economic and transportation strategy as may be amended and designated by the Puget
8 Sound Regional Council.
9

10 After county-level designation occurs within the Countywide Planning Policies and until
11 regional-level designation by the PSRC occurs the center shall be considered a
12 "candidate" Regional Growth Center.
13

14 Each jurisdiction which designates an Urban Regional Growth Center shall establish 20-
15 year household and employment growth targets for that Center. The expected range of
16 targets will reflect the diversity of the various centers and allow communities to effectively
17 plan for needed services. The target ranges not only set a policy for the level of growth
18 envisioned for each Center, but also for the timing and funding of infrastructure
19 improvements. Reaching the target ranges will require careful planning of public
20 investment and providing incentives for private investments.
21

22
23 **Urban Growth Outside of Centers**
24

25 A variety of urban land uses and areas of growth will occur outside of designated centers but
26 within the ~~urban growth area~~ UGA. Local land use plans will guide the location, scale,
27 timing and design of development within ~~urban growth areas~~ UGAs. The ~~urban growth area~~
28 UGA will be where the majority of future growth and development will be targeted.
29 Development should be encouraged which complements the desired focus of growth into
30 centers and supports a multimodal transportation system. For example, policies which
31 encourage infill and revitalization of communities would help to achieve the regional and
32 statewide objectives of a compact and concentrated development pattern within urban areas.
33 The Countywide Planning Policies provide guidance for development and the provision of
34 urban services to support development within the ~~urban growth area~~ UGA.
35

36 **Satellite Cities and Towns**
37

38 The cities and towns in the rural areas are a significant part of Pierce County's diversity and
39 heritage. They have an important role as local trade and community centers. These cities
40 and towns are the appropriate providers of local rural services for the community. They also
41 contribute to the variety of development patterns and housing choices within the county. As
42 municipalities, these cities and towns provide urban services and are located within the
43 County's designated ~~Urban Growth Area~~ UGA. The urban services, residential densities
44 and mix of land uses may differ from those of the large, contiguous portion of the ~~Urban~~
45 ~~Growth Area~~ UGA in Pierce County.
46

Countywide Planning Policy

OVERALL POLICIES FOR REGIONAL GROWTH NON-INDUSTRIAL CENTERS

Vision

12. Centers shall be designated based upon the following:

- 12.1 consistency with specific criteria for Centers adopted in the Countywide Planning Policies;
- 12.2 the Center's location in the County and its potential for fostering a logical and desirable countywide transportation system and distribution of Centers;
- 12.3 the total number of centers in the County that can be reasonably developed based on twenty years projected growth over the next twenty years;
- 12.4 environmental analysis which shall include demonstration that urban services including an adequate supply of drinking water are available to serve projected growth within the Center and that the jurisdiction is capable of ensuring concurrent urban services to new development;
- 12.5 if a jurisdiction designates a center, they it must also adopt the center's designation and provisions in their its comprehensive plans and development regulations to ensure that growth targeted to Centers is achieved and urban services will be provided;
- 12.6 Centers shall be characterized by all of the following:
 - 12.6.1 clearly defined geographic boundaries;
 - 12.6.2 intensity/density of land uses sufficient to support high-capacity transit;
 - 12.6.3 pedestrian-oriented land uses and amenities;
 - 12.6.4 pedestrian connections shall be provided throughout;
 - 12.6.45 urban design standards which reflect the local community;
 - 12.6.56 provisions to reduce single-occupancy vehicle use especially during peak hours and commute times;
 - 12.6.67 provisions for bicycle use;
 - 12.6.78 sufficient public open spaces and recreational opportunities; and
 - 12.6.89 uses which provide both daytime and nighttime activities; and
 - 12.6.10 centers shall be located in urban growth areas.

13. Each jurisdiction which designates a center within its comprehensive plan shall define the type of center and specify the exact geographic boundaries of the center. All Urban Centers shall not exceed one and one-half square miles of land and Countywide centers shall not exceed one square mile of land. Infrastructure and

services shall be either present and available or planned and financed consistent with the expected rate of growth.

~~13.1 pedestrian connections shall be provided throughout centers.~~

Design Features of Urban Centers

14. The County and each jurisdiction that designates a center within its comprehensive plan shall encourage density and development to achieve targeted growth.

14.1 Any of the following may approaches could be used to implement center development:

- 14.1.1 encourage higher residential densities within centers;
- 14.1.2 avoiding creation of large blocks of single-use zones;
- 14.1.3 allowing for greater intensity of use within centers;
- 14.1.4 increaseing building heights, greater floor/area ratios within centers;
- 14.1.5 minimizeing setbacks within centers;
- 14.1.6 allowing buildings to locate close to street to enhance pedestrian accessibility; and
- 14.1.7 encourageing placement of parking to rear of structures.

14.2 Designated centers are expected to receive a higher proportion of projected growth in conjunction with periodic disaggregation of countywide population allocations.

15. Centers shall provide necessary capital facilities needed to accommodate the projected growth in population and employment. Facilities include, but are not limited to, roads, sewers and other utilities, schools, parks, and open space. In order to provide balance between higher intensity of use within centers, public and/or private open space shall be provided.

16. Streetscape amenities (landscaping, furniture, etc.) shall be provided within centers to create a pedestrian friendly environment.

17. Any of ~~†~~The following regulatory mechanisms shall be used within ~~€~~centers:

~~17.1 either use zoning mechanisms which allow residential and commercial uses to intermix or limit the size and extent of single use districts.~~

17.21 aAdopt development standards to that encourage pedestrian-scaled development such as those that address:

- ~~17.2.1 buildings close to streets and sidewalks;~~
- 17.21.21 interconnections between buildings and sidewalks;
- 17.21.32 pedestrian links between residential and non-residential areas;
- 17.21.45 street trees/furniture; and

17.1.6 minimize separations between uses.

Transportation, Parking and Circulation

18. To encourage transit use within centers, jurisdictions shall establish mechanisms to limit the use of single occupancy vehicles. Such mechanisms should include:

18.1 charges for parking;

18.2 limiting the number of off-street parking spaces;

18.3 establishing minimum and maximum parking requirements;

18.4 commute trip reduction (CTR) measures and other transportation demand management measures; and

18.5 development of CTR commuter programs for multiple employers not otherwise affected by the CTR law.

19. Centers should receive a high priority for the location of high-capacity transit stations and/or transit centers.

20. Locate higher densities/intensities of use close to transit stops within centers and seek opportunities to:

20.1 create a core area to support transit and high occupancy vehicle use;

20.2 allow/encourage all types of transit facilities (transit centers, bus pullouts, etc.) within centers; and

20.3 establish incentives for developers to provide transit and transportation demand management supportive amenities.

21. Allow on-street parking within centers in order to narrow the streetscape, provide a buffer between moving traffic and pedestrians, and provide common parking areas.

22. Provisions for non-motorized transportation shall be provided, including but not limited to:

22.1 bicycle-friendly roadway design;

22.2 wider outside lane or shared parking/bike lanes;

22.3 bike-activated signals;

22.4 covered, secure bicycle parking at all places of employment;

22.5 bicycle racks; and

22.6 pedestrian pathways.

Implementation Strategies

23. Jurisdictions should consider incentives for development within Centers such as:

23.1 streamlined permitting;

23.2 financial incentives;

23.3 density bonuses or transfer of development rights;

23.4 ~~master EISs to address environmental issues in advance of project proposals using SEPA Planned Action provisions to streamline environmental review by conducting environmental analysis during planning and providing permit applicants and public with more certainty of how impacts will be addressed;~~
and

23.5 shared mitigation such as stormwater detention and joint parking.

24. ~~Centers~~ The hierarchy of centers shall be given priority consideration ~~one criteria used to prioritize for that portion of countywide and regional funding distribution oriented for toward urban transportation improvements.~~

METROPOLITAN CENTER

Vision

25. Metropolitan Centers function as anchors within the region for a high density mix of business, residential, public, cultural and recreational uses, and day and night activity. They are characterized by their historic role as the central business districts and regional centers of commerce. Metropolitan Centers may also serve national or international roles.

Design

26. Metropolitan Centers shall plan for a development pattern that will provide a successful mix of uses and densities that will efficiently support high capacity transit and shall plan to meet the following criteria:

26.1 a minimum of 50 employees per gross acre of non-residential lands;

26.2 a minimum of 15 households per gross acre;

26.3 a minimum of 30,000 employees; and

26.4 not exceed a maximum of 1-1/2 square miles in size.

1
2 *Transportation, Parking and Circulation*

3
4 27. Metropolitan Centers shall be planned to have fast and frequent high capacity transit
5 and other forms of transit.
6

7 **URBAN REGIONAL GROWTH CENTER**

8
9 *Vision*

10
11 28. Urban Regional Growth Centers are locations which that include a dense mix of
12 business, commercial, residential and cultural activity within a compact area. Urban
13 Regional Growth Centers are targeted for employment and residential growth, and
14 provide excellent transportation service, including fast, convenient high capacity
15 transit service, as well as investment in major public amenities.
16

17 *Design*

18
19 29. Urban Regional Growth Centers will shall plan for and to meet the following
20 criteria:

21
22 29.1 a minimum of 25 employees per gross acre of non-residential lands; and

23
24 29.2 a minimum of 10 households per gross acre; and/or

25
26 29.3 a minimum of 15,000 employees; and

27
28 29.4 not to exceed a maximum of 1-1/2 square miles in size.
29

30 *Transportation, Parking and Circulation*

31
32 30. Urban Regional Growth Centers shall plan to have fast and frequent high capacity
33 transit, as well as other forms of transit.
34

35 **TOWN COUNTYWIDE CENTER**

36
37 *Vision*

38
39 31. Town Countywide Centers are local focal points where people come together for a
40 variety of activities, including business, shopping, living and recreation. These
41 centers may include the core of small to medium-sized cities and may also be
42 located in unincorporated areas. Often Town Countywide Centers include a strong
43 public presence because they are the location of city hall, main street, and other
44 public spaces.
45

Design

32. Town Countywide Centers will shall be characterized by a compact urban form that includes a moderately dense mix of locally-oriented retail, jobs and housing that promotes walking, transit usage and community activity.

32.1 Town Countywide Centers will shall be developed at a higher density than surrounding urban areas to take advantage of connecting transit centers.

32.2 Small-scale forms of intensification such as accessory housing units and development of vacant lots and parking lots help achieve the qualities of centers while preserving neighborhood character.

33. Town Countywide Centers shall plan for a development pattern that will provide a successful mix of uses and densities that will efficiently support transit. Each Town Countywide Center shall plan to meet the following criteria:

33.1 a minimum of 15 employees per gross acre of non-residential lands;

33.2 a minimum of 7 households per gross acre;

33.3 a minimum of 2,000 employees; and

33.4 not to exceed a maximum of 1-1/2 square miles in size.

Transportation, Parking and Circulation

34. At a minimum, Town Countywide Centers will shall plan to be served by public transit and/or ferries which connect them to other centers, surrounding residential communities, and to the regional high capacity transit system. In some instances, Town Countywide Centers may should have direct connections to high capacity local and regional transit hubs.

MANUFACTURING/INDUSTRIAL CENTER

Vision

35. Manufacturing/Industrial Centers shall be locally determined and designated based on the following steps:

35.1 consistency with specific criteria for Manufacturing/Industrial Centers adopted within the Countywide Planning Policies;

35.2 consideration of the Center's location in the county and region, especially relative to existing and proposed transportation facilities;

35.3 consideration of the total number of Manufacturing/Industrial Centers in the County that are needed over the next twenty years based on projected need

1 for manufacturing/industrial land to satisfy regional projections of demand
2 for manufacturing/industrial land uses;

3
4 35.4 environmental analysis which shall include demonstration that the
5 jurisdiction is capable of concurrent service to new development; and
6

7 35.5 adoption within the jurisdiction's comprehensive plan of the center's
8 designation and provisions to ensure that job growth targeted to the
9 Manufacturing/Industrial Center is achieved.

10
11 *Design*

12
13 36. Manufacturing/Industrial Centers shall be characterized by the following:

14 36.1 clearly defined geographic boundaries;

15 36.2 intensity of land uses sufficient to support alternatives to single-occupant
16 vehicle use;

17 36.3 direct access to regional highway, rail, air and/or waterway systems for the
18 movement of goods;

19 36.4 provisions to prohibit housing; and

20 36.5 identified transportation linkages to high-density housing areas.

21
22
23
24
25 37. Provisions to achieve targeted employment growth should include:

26 37.1 preservation and encouragement of the aggregation of vacant land parcels
27 sized for manufacturing/industrial uses;

28 37.2 prohibition of land uses which are not compatible with
29 manufacturing/industrial, manufacturing/industrial supportive, and advanced
30 technology uses;

31 37.3 limiting the size and number of offices and retail uses and allowing only as
32 an accessory use to serve the needs of employees within centers; and

33 37.4 reuse and intensification of the land.
34
35
36
37
38

39
40
41 *Transportation, Parking and Circulation*

42
43 38. Transportation network within Manufacturing/Industrial Centers should provide for
44 the needs of freight movement and employees by ensuring a variety of transportation
45 modes such as transit, rail, and trucking facilities.
46

1 39. The transportation system within Manufacturing/Industrial Centers shall be built to
2 accommodate truck traffic and acceleration. Review of projects should consider ~~the~~
3 infrastructure enhancements such as:

4
5 39.1 turn lanes and turn pockets to allow turning vehicles to move out of through
6 traffic lanes;

7
8 39.2 designing turn lanes with a width to allow freight vehicles to turn without
9 interrupting the flow of traffic in other lanes;

10
11 39.3 designing the far side of intersections with acceleration lanes for trucking
12 vehicles and heavy loads to facilitate traffic flow;

13
14 39.4 constructing climbing lanes where necessary to allow for slow moving
15 vehicles; and,

16
17 39.5 providing off-street truck loading facilities to separate goods loading and
18 unloading; and

19 39.6 arterial grade separations with rail freight and designation of Heavy Haul
20 corridors or truck only lanes.

21
22 ~~40. To facilitate traffic flow in the communities surrounding Manufacturing/Industrial~~
23 ~~Centers, truck delivery hours should be established.~~

24
25 *Implementation Strategies*

26
27 410. All jurisdictions will support transportation capital improvement projects which
28 support access and movement of goods to Manufacturing/Industrial Centers.

29
30 421. Jurisdictions having a designated Manufacturing/Industrial Center shall:

31
32 421.1 plan for and fund capital facility improvement projects which support the
33 movement of goods;

34
35 421.2 coordinate with utility providers to ensure that utility facilities are available
36 to serve such centers;

37
38 421.3 provide buffers around the Center to reduce conflicts with adjacent land
39 uses;

40
41 421.4 facilitate land assembly; and

42
43 421.5 assist in recruiting appropriate businesses; and

44
45 41.6 encourage employers to participate in a commute trip reduction program.



Subject: 2008 Supplement to the Tacoma-Pierce County Solid Waste Management Plan

Proposed Council Actions:

Approve a resolution adopting the 2008 Supplement to the 2000 Tacoma-Pierce County Solid Waste Management Plan.

Dept. Origin: Public Works

Prepared by: David Stubchaer, P.E.
Public Works Director

For Agenda of: February 23, 2009

Exhibits:

- A. Resolution adopting the 2008 Supplement to the 2000 Tacoma-Pierce County Solid Waste Management Plan
B. 2008 Supplement to the Tacoma - Pierce County Solid Waste Management Plan

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature]
Approved as to form by City Atty: approved via email
Approved by Finance Director: N/A
Approved by Department Head: [Signature] 2/10/09

Table with 3 columns: Expenditure Required \$0, Amount Budgeted \$0, Appropriation Required \$0

INFORMATION / BACKGROUND

Chapter 70.95 RCW requires Counties, in coordination with their Cities and Towns, to adopt comprehensive solid waste plans for the management, handling, and disposal of solid waste for twenty years, and to review and amend or revise the plans every five years, as necessary.

On April 1, 2000 the City passed Resolution No. 566 which adopted the 2000 Tacoma-Pierce County Solid Waste Management Plan which authorized the Mayor to enter into an Interlocal agreement with Pierce County committing the City to the goals, policies, recommendations and disposal methods set forth in the plan.

This resolution adopts the 2008 Supplement to the original 2000 solid waste management plan as prepared by the Pierce County Department of Public Works and Utilities.

FISCAL CONSIDERATION

None with this action.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Staff recommends approval of the resolution adopting the 2008 Supplement to the 2000 Tacoma-Pierce County Solid Waste Management Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON ADOPTING THE YEAR 2008 SUPPLEMENT TO THE YEAR 2000 TACOMA-PIERCE COUNTY SOLID WASTE MANAGEMENT PLAN AND RECOMMITTING THE CITY TO THE GOALS, POLICIES, RECOMMENDATIONS, AND DISPOSAL METHODS SET FORTH IN THE YEAR 2000 PLAN AND 2008 SUPPLEMENT.

WHEREAS, Chapter 70.95 RCW requires Counties, in coordination with their Cities and Towns, to adopt comprehensive solid waste plans for the management, handling, and disposal of solid waste for twenty years, and to review and amend or revise the plans every five years, as necessary; and

WHEREAS, pursuant to Chapter 70.95 RCW, the County Executive entered into Interlocal Agreements with the Cities and Towns within Pierce County wherein the County agreed to serve as the lead planning agency to maintain the Plan and draft revisions as necessary and to provide a draft of these revisions to the Cities and Towns prior to scheduled County Council public hearing dates; and

WHEREAS, the County in coordination with the Pierce County Solid Waste Advisory Committee developed the 2008 Supplement to the Year 2000 Tacoma-Pierce County Solid Waste Management Plan, conducted an extensive public review process, and incorporated the comments from Cities and Towns and citizens into the 2008 Supplement; and

WHEREAS, the Pierce County Council adopted the 2008 Supplement to the Year 2000 Tacoma-Pierce County Solid Waste Management Plan by Ordinance 2008 – 57s2 on November 18, 2008; and

WHEREAS, the City desires to adopt 2008 Supplement to the Year 2000 Tacoma-Pierce County Solid Waste Management Plan as an amendment to its comprehensive solid waste management plan; and

WHEREAS, the City also desires to recommit itself to a partnership with the County to coordinate on the implementation of the goals, policies, recommendations, and disposal methods as set forth in the Year 2000 Tacoma-Pierce County Solid Waste Management Plan and 2008 Supplement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. The 2008 Supplement is hereby adopted in its entirety to amend the Year 2000 Tacoma-Pierce County Solid Waste Management Plan as the comprehensive solid waste management plan for the City of Gig Harbor.

Section 2. The City recommits to a partnership with the County to implement the goals, policies, recommendations, and disposal methods set forth in the Year 2000 Tacoma-Pierce County Solid Waste Management Plan and the 2008 Supplement.

RESOLVED by the City Council this ____ day of _____, 2009.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

ANGELA S. BELBECK, CITY ATTORNEY

STEPPING UP TO THE CHALLENGES

2008 Supplement to the
Tacoma-Pierce County Solid Waste Management Plan
Pierce County Department of Public Works and Utilities

This is the cover page only of
2008 Supplement.

The whole document
is approx. 150 pages
and is available on-line
at the address below.

I printed out 1 copy for
our records.

November 2008
Exhibit A to Ordinance No. 2008-57s2

Available online: www.piercecountywa.org/swplan



Subject: Fourth Amendment to the Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society

Proposed Council Action: Authorize the Mayor on behalf of Council to execute a Fourth Amendment to the Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: February 23, 2009

Exhibits: Fourth Amendment to the Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 2/11

Approved as to form by City Atty: [Signature] -email

Approved by Finance Director: [Signature] 2/11

Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$80,000, \$80,000, -0-

INFORMATION / BACKGROUND

In November of 2006, an Agreement between the City and the Gig Harbor Peninsula Historical Society (GHPHS) was signed for the purpose of developing a final Purchase and Sale Agreement for the Triangle property at Donkey Creek and a Conservation Easement over Harbor Museum property. The agreement on the terms and conditions of the Conservation Easement payment schedule has been changed from this year to 2010. This time is needed to complete the Phase II that was recommended by the environmental consultants in their Phase I Report. The \$80,000 Public Benefit Grant originally scheduled for payment in 2010 will replace the \$80,000 Conservation Easement payment and become payable by March 24 of this year. This fulfills objective #20 in the Parks Development Section of the 2008 Budget.

FISCAL CONSIDERATION

none

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the Fourth Amendment to the Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society.

**FOURTH AMENDMENT
TO
AGREEMENT BETWEEN
THE CITY OF GIG HARBOR AND
THE GIG HARBOR PENINSULA HISTORICAL SOCIETY**

THIS FOURTH AMENDMENT to that certain Agreement Between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society entered on October 30, 2006, as amended (the "Agreement"), is made and entered into as of the ____ day of _____, 2009, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and the GIG HARBOR PENINSULA HISTORICAL SOCIETY, a Washington nonprofit corporation (the "Society"), collectively referred to as the "parties."

RECITALS

WHEREAS, Section 3 of the Agreement provides a schedule for certain conveyances to be made by the Society and payments to be made by the City; and

WHEREAS, due to the delay in conveyance of and corresponding compensation for the Conservation Easement contemplated under the Agreement, the parties desire to modify the schedule of payments from the City to be made to the Society;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement and this Amendment, the parties hereto agree as follows:

AMENDMENT

Section 1. Section 3.3 of the Agreement is hereby amended to read as follows:

3.3 The City's contributions to the Society, and the schedule for conveyance of the Conservation Easement and sale of the Donkey Creek Property shall occur under the following timetable, subject to the conditions set forth in this Section 3 and Section 4:

<u>DATE</u>	<u>AMOUNT</u>	<u>CONVEYANCE/SALE</u>
Not later than 4-1-08	\$80,000.00	Donkey Creek Property
3-24-09	\$80,000.00	Public benefit grant
12-31-10	\$80,000.00	Conservation Easement
12-31-11	\$80,000.00	Public benefit grant
12-31-12	\$80,000.00	Public benefit grant

Section 2. Section 4.3.2 of the Agreement is hereby amended to read as follows:

4.3.2 Agreement on the terms and conditions of a Conservation Easement on or before November 30, 2009.

EXCEPT AS EXPRESSLY MODIFIED BY THIS FOURTH AMENDMENT, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

CITY OF GIG HARBOR

GIG HARBOR PENINSULA
HISTORICAL SOCIETY

By: _____
Mayor Charles L. Hunter

By: _____
Its: _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Angela S. Belbeck, City Attorney



**Subject: Resolution; Acceptance of the
Public Works Trust Fund Loan (PWTF)
Pre Construction Loan Project**

Dept. Origin: Engineering

Prepared by: Stephen Misiurak, City Engineer
For Agenda of: February 23, 2009 *Stm*

Proposed Council Action:

Exhibits: Resolution

Adopt proposed Resolution.

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: *by email*

Approved by Finance Director: _____

Approved by Department Head: *DS 2/19/09*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Council on May 14, 2007, entered into an agreement with the Public Works Board for a Pre Construction loan or engineering loan in the amount of \$765,000. A condition of this loan requires the applicant to formally accept the completion of the engineering services through a formal City Action. Engineering services for the plant expansion have now been completed.

Formal Council adoption of this Resolution formally accepting completion of the Engineering services for the waste water treatment plant expansion project is hereby requested at this time.

FISCAL CONSIDERATION

The City has received all of the \$765,000 from the Public Works Board and no additional monies for design services will be expensed.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the proposed resolution that would formally adopt completion of the Pre Construction Loan.

RESOLUTION NO. 785

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING AS COMPLETE THE
PROJECT DESIGN FOR WASTEWATER TREATMENT
PLANT IMPROVEMENTS FUNDED IN PART BY PUBLIC
WORKS TRUST FUND LOAN PW-07-962-PRE-107.**

WHEREAS, the City of Gig Harbor engaged Cosmopolitan Engineering Group to perform engineering design services in connection with the City's Wastewater Treatment Plant Improvement Project; and

WHEREAS, as a source of funding for such design services, the City entered into a Public Works Trust Fund Loan Agreement with the State of Washington Public Works Board; and

WHEREAS, Section 4.18 of the Public Works Trust Fund Loan Agreement requires that upon completion of the work under the Agreement the City provide a resolution accepting the project design as being complete; Now, therefore,

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

Section 1. Acceptance of Project Design as Complete. The project design performed by Cosmopolitan Engineering Group in connection with the Wastewater Treatment Plant Improvement Project, funded in part by Public Works Trust Fund Loan PW-07-962-PRE-107, is hereby accepted as complete.

RESOLVED this 23rd day of February, 2009.

CITY OF GIG HARBOR

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK: 02/19/09
PASSED BY THE CITY COUNCIL: 02/23/09
RESOLUTION NO. 785



Subject: Wastewater Treatment Plant Phase 1 Improvement Project
Washington State Centennial Clean Water Program Grant Agreement

Proposed Council Action: Authorize the Mayor on behalf of City Council to execute this Grant Agreement.

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E.
City Engineer 

For Agenda of: February 23, 2009

Exhibits: Grant Agreement

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: by email

Approved by Finance Director: _____

Approved by Department Head: RS 2/19/09

Expenditure Required	\$0	Amount Budgeted	\$15,000,000	Appropriation Required	\$0
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INFORMATION / BACKGROUND

This Grant Agreement between the Department of Ecology (DOE) and the City will provide the City a grant in the amount of one million dollars. This grant will help fund the necessary construction of the Wastewater Treatment Plant Phase 1 Improvement Project. This grant was obtained through the assistance of Representative Larry Seaquist. The terms of this Grant Agreement are attached.

FISCAL CONSIDERATION

See attached summary of revenues and expenses for this project.

BOARD OR COMMITTEE RECOMMENDATION

The City Attorney has reviewed this grant agreement and recommends City approval as presented.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of City Council to execute this Grant Agreement.



WWTP Phase 1 Expansion Budget Estimate Summary (CSSP-0702)

December, 2008

Design		
Design Services	Cosmopolitan Engineering Group	\$1,261,651
Design Review Services	Parametrix, Inc.	\$185,090
City Staff Time	City of Gig Harbor	\$160,000
<i>subtotal</i>		\$1,606,741

Construction		
Project Management		
Project Management	Cosmopolitan Engineering Group	\$712,527
Material Testing	TBD	\$100,000
Project Assistance	Parametrix, Inc.	\$599,808
SCADA Design & Programming	AIA	\$212,000
City Staff Time	City of Gig Harbor	\$274,350
<i>subtotal</i>		\$1,898,685

Construction		
Construction Contract (Apparent low bidder)	Prospect Construction Co.	\$10,883,949
10% contingency		\$1,088,395
Centrifuge	Purchased by City	\$270,458
Blowers	Purchased by City	\$333,148
Austin St. detour improvements	TBD	\$54,642
Waterline Extension (constr. complete)	Pape & Sons	\$71,000
City Building Permit Fees		\$110,000
<i>subtotal</i>		\$12,811,592

Total Estimated Design & Construction Costs **\$16,317,018**

Funding Sources	
PWTF Loan	\$10,000,000
DOE Grant	\$1,000,000
PWTF Design Loan (already rec'd & spent by City)	\$765,000
Costs already paid by City through 2008 (above the PWTF Design Loan amount)	\$1,516,347
Revenue Bond 2009	\$3,035,671

Revised: Dec. 11, 2008

Total Funding **\$16,317,018**

**CENTENNIAL CLEAN WATER FUND
GRANT AGREEMENT
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF GIG HARBOR**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology [the DEPARTMENT] and the city of Gig Harbor [the RECIPIENT]. The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

PART I. GENERAL INFORMATION

Project Title:	Gig Harbor Wastewater Treatment Plant Improvements
Grant Number:	G0900152
RECIPIENT Name:	City of Gig Harbor
Mailing Address:	3510 Grandview Street
Street Address:	Gig Harbor, WA 98335
RECIPIENT Contact:	Steve Misiurak, P.E.
Telephone Number:	(253) 853-7627
Fax Number:	(253) 853-7597
E-Mail Address:	<u>misiuraks@cityofgigharbor.net</u>
RECIPIENT Billing Contact:	David Rodenbach
Telephone Number:	(253) 853-7610
Fax Number:	(253) 851-8563
E-Mail Address:	<u>rodenbachd@cityofgigharbor.net</u>
RECIPIENT Federal ID Number:	91-6001435
DEPARTMENT Project Manager:	Bernard Jones, P.E.
Mailing Address:	Department of Ecology
Street Address:	Northwest Regional Office
Telephone Number:	3190 – 160th Avenue S.E.
Fax Number:	Bellevue, WA 98008-5452
E-Mail Address:	(425) 649-7146
	(425) 649-7098
	<u>bjon461@ecy.wa.gov</u>

DEPARTMENT Financial Manager:	Tammie McClure
Mailing Address:	Water Quality Program Washington State Department of Ecology P.O. Box 47600 Olympia, WA 98504-7600
Telephone Number:	(360) 407-6410
Fax Number:	(360) 407-7151
E-Mail Address:	tmcc@ecy.wa.gov

DEPARTMENT Funding Source:	Centennial Clean Water Program 2008 Supplemental Capital Budget Proviso, Section 3003(5)(b)
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Total Cost:	\$20,365,572
Total Eligible Cost:	\$16,000,000

Total Grant Amount:	\$ 1,000,000
PWTF	\$ 10,775,000
RECIPIENT Share:	\$ 8,590,572

The effective date of this grant agreement will be the date this agreement is signed by the DEPARTMENT's Water Quality Program Manager. Any work performed prior to the effective date of this agreement will be at the sole expense and risk of the RECIPIENT.

This agreement will expire no later than **November 30, 2010**

PART II. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT

- A. Water Quality Goal(s): *(What overall water quality goals will be achieved or directly addressed by the project?)*
 - 1. Designated beneficial uses in the Puget Sound, Gig Harbor Bay, and Colvos Passage to be restored or protected, 303(d)-Listed water bodies restored to water quality standards, healthy waters prevented from being degraded.

- B. Water Quality Project Outcomes: *(What quantitative results realistically anticipated from the project that will directly lead to the Water Quality Goals?)*
 - 1. Reduction of TSS/BOD of 25%
 - 2. Increase in nutrient removal of 15-20%
 - 3. Decrease in annual power consumption of 15-20%

- C. The RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and status of eventual environmental results or goals from the application.

The DEPARTMENT's Performance Measures Lead will e-mail the RECIPIENT the Post Project Assessment Survey approximately 60 days prior to the Post Project Assessment Date. This date will generally be three to five years after the agreement expires. The survey is to be completed by the RECIPIENT and sent as an e-mail attachment to the DEPARTMENT's Project Manager and the DEPARTMENT's Water Quality Program Performance Measures Lead.

In addition to the survey, the DEPARTMENT may conduct on-site interviews and inspections and may otherwise evaluate the Project. The DEPARTMENT will enter the information provided into its performance measures database to be provided to the Legislature, Environmental Protection Agency, and other natural resource agencies. The Performance Measures Lead will be available as needed during negotiations, throughout the project, and in the post project assessment period as a resource.

Post Project Assessment Date: November 30, 2013.

PART III. PROJECT DESCRIPTION

The city of Gig Harbor Wastewater Treatment Plant Phase 1 improvements will address a number of operation, maintenance and capacity problems at the wastewater treatment plant. The proposed improvements consists of the addition of a third secondary clarifier, a clarifier flow-distribution box, new headworks building with in-channel fine screen, grit removal system, influent flow measurement, and influent sampler, odor control facilities for influent building and dewatering building, aeration basin flow distribution box, a new two-cell anoxic basin, in-plant drainage pump station, dewatering centrifuge, and modification to the existing aeration basins. These improvements will serve to protect the water quality of Puget Sound, Gig Harbor Bay, and Colvos Passage.

(The remainder of this page has been left blank intentionally)

PART IV. PROJECT BUDGET

Gig Harbor Wastewater Treatment Plant Improvements			
ELEMENTS	TOTAL COST	TOTAL ELIGIBLE COST (TEC)	TOTAL GRANT AMOUNT
Task 1 – Project Administration/Management/Testing Services	\$1,898,685	\$1,898,685	\$0
Task 2 – Design	\$1,606,741	\$1,606,741	\$0
Task 3 – Construction	\$16,860,146	\$16,860,146	\$1,000,000
Total	\$20,365,572	\$20,365,572	\$1,000,000
* The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.			
Other Funding Sources:			
PWTF			\$10,775,000
RECIPIENT Share			\$8,590,572

Payment Request Submittals. The RECIPIENT must submit payment requests at least quarterly, but no more often than monthly, unless allowed by the DEPARTMENT’s Financial Manager. The DEPARTMENT’s Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds. The RECIPIENT is to report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

PART V. SCOPE OF WORK

The RECIPIENT will ensure this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or may contract for professional services necessary to perform and complete project related work.

The RECIPIENT certifies by signing this agreement that all applicable requirements have been, or will be, satisfied in the procurement of any professional services. Eligible and ineligible project costs are to be separate and identifiable for billing purposes. The RECIPIENT will submit a copy of the final negotiated agreement(s) to the DEPARTMENT’s Financial Manager.

The RECIPIENT also certifies by signing this agreement that all requirements of Chapter 39.80 RCW Contracts for Architectural and Engineering Services have been met in selecting qualified architectural/engineering services. The RECIPIENT will also identify and separate eligible and ineligible project costs in the final negotiated agreement and will submit a copy of this agreement to the DEPARTMENT's Financial Manager.

The RECIPIENT further certifies by signing this agreement that if interlocal costs are allowed all negotiated interlocal agreements necessary for the project are, or will be, consistent with the terms of this grant agreement, the DEPARTMENT's current edition of Administrative Requirements for Ecology Grants and Loans (*see Attachment 2 for applicable document reference*) and Chapter 39.34 RCW Interlocal Cooperation Act. The RECIPIENT will submit a copy of each interlocal agreement necessary for this project to the DEPARTMENT's Financial Manager.

Task 1 - Project Administration/Management/Testing Services

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT will manage the project. Efforts will include conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees, the DEPARTMENT, all affected local, state, or federal jurisdictions, and any interested individuals or groups. The RECIPIENT will carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT will submit all invoice voucher submittals and supportive documentation to the DEPARTMENT's Financial Manager. Invoice voucher submittals will include a State of Washington Invoice Voucher Form A19-1A, Form B2 (ECY 060-7), Form C2 (ECY 060-9), Form D (ECY 060-11), Form G (ECY 060-14), Form E (ECY 060-12), Form F (ECY 060-13), Form H (F-21), and Form I (ECY 060-15) must be completed where eligible costs have been incurred. Copies of all applicable forms will be included with an original A19-1A and will be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Ecology Grants and Loans (*see Attachment 2 for applicable document reference*).
- D. The RECIPIENT will submit to the DEPARTMENT the following documents and in the quantities identified:

- Design reports and 90 percent plans and specifications – two copies (for STEP 4 projects only)
- Final plans and specifications - three copies
- Draft and final One-Year Certification reports - two copies
- Draft Operation and Maintenance (O&M) Manual – two copies
- Final O&M Manual – one copy

The RECIPIENT will submit two copies of any document(s) which require DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

Required Performance:

1. Effective administration and management of this grant project.
2. Maintenance of all project records.
3. Submittal of all required performance items, progress reports, financial vouchers, and maintenance of all project records.

Task 2 – Design

- A. Plans and specifications must be reviewed and approved by the DEPARTMENT's Water Quality Program and be consistent with:
 1. Requirements stated in Chapter 173-240 WAC, Submission of Plans and Reports for Construction of Wastewater Facilities related to plans and specifications.
 2. Good engineering practices and generally recognized engineering standards, including, but not limited to, the Criteria for Sewage Works Design, December 1998 (DEPARTMENT Publication No. 98-37 WQ).
 3. The approved engineering report or facilities plan.
 4. Other reports approved by the DEPARTMENT which pertain to the facilities design.
- B. A preliminary plan of operation will be prepared consistent with the DEPARTMENT's guidelines and submitted to the DEPARTMENT for review and approval with the plans and specifications.
- C. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.
- D. An engineer's projected construction schedule will be prepared and submitted to the DEPARTMENT at 90 percent completion of plans and specifications.

- E. A current, updated construction cost estimate will be submitted along with each plans/specifications submittal.
- F. All construction plans submitted to the DEPARTMENT for review and approval will be reduced to no larger than 11-1/2" x 17" in size. They may, at the RECIPIENT's option, be bound with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be completely legible.
- G. DEPARTMENT approval of the plans, specifications, and construction documents authorizes the RECIPIENT to solicit bids and award the construction contract (or reject bids) without further DEPARTMENT authorization or approval. However, any additional costs resulting from successful bid protests or other claims due to improper bid solicitation and award procedures will not be considered eligible for grant participation.

Task 3 – Construction

- A. If appropriate, the plan of operation may need to be updated before the start of construction and at the 50 percent and 90 percent stage of construction, or more often if necessary. The final plan of operation must be approved by the DEPARTMENT before the construction is completed and before final payment is made.
- B. A detailed construction quality assurance plan will be submitted at least 30 days before the start of construction. This plan must describe the activities which will be undertaken to achieve adequate and competent performance of all construction work. Written approval of this plan must be received from the DEPARTMENT prior to the commencement of construction activities.
- C. A construction schedule will be submitted to the DEPARTMENT within 30 days of the start of construction. The construction schedule will be revised and/or updated whenever major changes occur and at a minimum of every three months.
- D. Upon completion of construction, the RECIPIENT will provide the DEPARTMENT's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect major changes, modifications, or other significant revisions made to the project during construction) in addition to a certification statement signed by a professional engineer, indicating that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT's Project Engineer and shown on the "as-built" plans.
- E. An operations and maintenance (O&M) manual will be prepared in conformance with WAC 173-240-080 Operation and Maintenance Manual and the DEPARTMENT's guidelines and be submitted for review and comment at the 50 percent stage of construction. The RECIPIENT will coordinate the development of the O&M manual

with the DEPARTMENT following the initial submittal to ensure that a completed and approved O&M manual by the DEPARTMENT will exist at the 90 percent stage of construction. The O&M manual will be updated as necessary, following plant start-up, to reflect actual operating experience.

- F. The RECIPIENT will not proceed with any construction related activity until all necessary plans and specifications, and any addenda, are approved in writing by the DEPARTMENT. In addition, the RECIPIENT will submit to the DEPARTMENT's Project Manager a copy of the executed construction contract within 30 days of execution.
- G. Change orders that are a significant deviation from the approved plans/specifications must be submitted for DEPARTMENT review and approval, prior to execution. All other change orders must be approved by the DEPARTMENT for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal for DEPARTMENT approval.
- H. The DEPARTMENT will not participate in bid overruns or change orders with this grant. However, if a final financial hardship analysis, conducted by the DEPARTMENT, demonstrates an additional financial need, the grant amount may be increased, subject to grant fund availability. Additional grant funds provided must be for eligible costs and cannot exceed the limits established in Chapter 173-95A WAC, Uses and Limitations of Centennial Clean Water Funds.
- I. The DEPARTMENT will amend this grant agreement by formal amendment, based on the low, responsive, responsible bid(s). A financial hardship analysis may be conducted by the DEPARTMENT based on this bid to determine grant fund participation. Grant funds may be increased, subject to grant fund availability, or decreased based on this hardship analysis determination.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Commencement of Work. In accordance with WAC 173-95A-080, the DEPARTMENT reserves the right to terminate this agreement if the RECIPIENT does not commence work on the project funded herein within 16 months of the date of the FY09 Final Offer and Applicant List (dated April 16, 2008). Based on this list date, work must begin by August 16, 2009.
- B. DEPARTMENT Funding Recognition. The RECIPIENT will acknowledge and inform the public about DEPARTMENT funding participation in this project through the use of project signs and/or acknowledgement in published materials and reports, the news media, or other public announcements. Projects addressing site-specific locations must

utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT's Financial Manager upon request.

- C. Documentation Requirement. The RECIPIENT has been selected for increased oversight. The RECIPIENT will provide payment request backup documentation pertaining to this project unless otherwise specified by the DEPARTMENT. In addition, the DEPARTMENT may conduct additional site visits.
- D. Growth Management Act Compliance. The RECIPIENT certifies by signing this agreement for a water pollution control facilities project that it is in compliance with the requirements of chapter 36.70A RCW Growth Management - Planning by Selected Counties and Cities. If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT will notify the DEPARTMENT in writing of this change within 30 days.
- E. Minority and Women's Business Participation. The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The RECIPIENT will report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

1. Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.

2. The total dollar amount paid to qualified firms under this invoice.

F. Progress Reports. The RECIPIENT will prepare and submit progress reports to the DEPARTMENT's Financial Manager. Progress reports will be submitted regardless of whether work is performed or not. Progress reports will cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. The DEPARTMENT will not process payment requests until the corresponding progress reports have been received.

At a minimum, progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for the delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

(The remainder of this page has been left blank intentionally.)

Wastewater Treatment Plant Improvements
City of Gig Harbor
Grant No. G0900152

PART VII. ALL WRITINGS CONTAINED HEREIN

This agreement, the appended GENERAL TERMS AND CONDITIONS (Attachment 1); the DEPARTMENT's current edition of Administrative Requirements for Ecology Grants and Loans, the Funding Guidelines Volume One, and the Funding Guidelines Volume Two – Statutes and Regulations, referenced in Attachment 2; contain the entire understanding between the parties; and there are no other understandings or representations other than as set forth, or incorporated by reference, herein. No subsequent modification(s) or amendment(s) of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or RECIPIENT may change their respective staff contacts without the concurrence of either party.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF GIG HARBOR

KELLY SUSEWIND, P.E., P.G. DATE
WATER QUALITY PROGRAM
MANAGER

CHARLES L. HUNTER DATE
MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY DATE

ATTEST:

CITY CLERK DATE

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

(Revised 7/19/07)

GENERAL TERMS AND CONDITIONS
Pertaining to Grant and Loan Agreements of
the Department of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. The RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$300,000 or more in a year in Federal funds. The \$300,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within twenty (20) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and certified as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Budget deviation. Deviations in budget amounts are not allowed without written amendment(s) to this agreement. Payment requests will be disallowed when the RECIPIENT'S request for reimbursement exceeds the State maximum share amount for that element, as described in the Scope of Work.

3. Period of Compensation. Payments shall only be made for action of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

4. Final Request(s) for Payment. The RECIPIENT must submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

5. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance and a financial bond. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.

6. Unauthorized Expenditures. All payments to the RECIPIENT shall be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

7. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

8. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. RECYCLED/RECYCLABLE PAPER

All documents and materials published under this agreement shall be produced on recycled paper containing the highest level of post consumer and recycled content that is available. At a minimum, paper with 10 percent post consumer content and 50 percent recycled content shall be used. Whenever possible, all materials shall be published on paper that is unbleached or has not been treated with chlorine gas and/or hypochlorite.

As appropriate, all materials shall be published on both sides of the paper and shall minimize the use of glossy or colored paper and other items which reduce the recyclability of the document.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required

to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per annum from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 05/02

ATTACHMENT 2

WATER QUALITY PROGRAM'S FINANCIAL MANAGEMENT PUBLICATIONS

1. Administrative Requirements for Ecology Grants and Loans, Publication No. 91-18 (September 2005).
2. FY 2009 Funding Guidelines Volume One, Publication No. 07-10-069.
3. FY 2009 Funding Guidelines Volume Two – Statutes and Regulations, Publication No. 07-10-070.
4. Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, Publication No. 04-03-030 (July 2004).
5. Stream Habitat Restoration Guidelines (2004), <http://wdfw.wa.gov/hab/ahg/shrg/index.htm>



Subject: 50th Street Improvement Project –
Consultant Services Contract Time Extension

Proposed Council Action: Authorize Contract
Time Extension through December 31, 2009, for
the 50th Street Improvement Project (CSP-0806)
with Hough, Beck and Baird, Inc.

Dept. Origin: Public Works Department

Date: February 23, 2009

Prepared by: Stephen Misiura, P.E.
City Engineer

For Agenda of: Consultant Services
Contract Time Extension

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: *hyemail* _____

Approved by Finance Director: _____

Approved by Department Head: *DF 2/24/09* _____

Expenditure	Amount	Appropriation
Required \$0.00	Budgeted \$950,000.00	Required \$0

INFORMATION / BACKGROUND

On June 11, 2007, Council awarded a contract to Hough, Beck and Baird, Inc. (HBB) for the design and preparation of bid documents for the KLM Veteran’s Memorial Park (formerly Westside Park) along with the 50th Street design in the not to exceed amount of \$64,528.00. On June 23, 2008, Council awarded Contract Amendment Number 1 in the amount of \$75,636.00 in order to include additional required work missing from the original scope. The original contract with Hough, Beck, and Baird, Inc. expired on December 31, 2008, and with Council’s approval it will be extended until December 31, 2009.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Public Works Committee and Council have provided comments and direction to proceed for the completion of the 50th Street Improvement Project.

RECOMMENDATION / MOTION

Move to: Authorize Contract Time Extension through December 31, 2009, for the 50th Street Improvement Project (CSP-0806) with Hough, Beck and Baird, Inc.

**AMENDMENT #2 TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HOUGH BECK & BAIRD INC.**

THIS AMENDMENT is made to the AGREEMENT, dated June 12, 2007, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Hough Beck & Baird, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 215 Westlake Avenue North, Seattle, WA 98109-5217, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in design of the 50th Street Improvement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on June 12, 2007 (hereinafter the "Agreement"); and

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

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

Section 1. **Amendment to Scope of Work.** This Amendment shall not modify the Scope of Work incorporated by Amendment #1.

Section 2. **Amendment to Compensation.** This Amendment shall not modify any terms and conditions in Section II, which remain in effect and fully enforceable.

Section 3. **Amendment to Duration of Work.** Section IV of the Agreement is amended that the parties agree that the work described in **Exhibit A – Scope of Work** and **Exhibit B – Estimated Hours and Fees** included in Amendment #1 shall be completed by December 31, 2009.

Section 4. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

Section 5. **Ratification.** The parties intend that this Amendment #2 relate back to December 31, 2008, and this Amendment #2 shall ratify the prior oral understandings between the parties set forth in the Agreement and this Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2009.

THE CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT:
Colie Hough Beck
Hough Beck & Baird, Inc.
215 Westlake Avenue North
Seattle, Washington 98109-5217
(206) 682-3051

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk



Subject: Wastewater Treatment Plant Phase 1 Improvement Project Northstar Chemical Inc. Storage Tank Agreement

Proposed Council Action: Approve the Storage Tank Agreement, to facilitate the process change from the use of extremely hazardous chlorine gas to a more stable sodium hypo-chlorite (liquid).

Dept. Origin: Public Works/WWTP

Prepared by: Darrell Winans Supervisor

For Agenda of: February 23, 2009

Exhibits: Northstar Chemical Agreement

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: approved via email

Approved by Finance Director: _____

Approved by Department Head: Feb 2/19/09

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0).

INFORMATION / BACKGROUND

This is an interim change brought on by the construction of the Wastewater Treatment Plant Phase 1 improvements project. In Phase 2 the liquid chlorine will be replaced with UV disinfection. The Agreement will allow Northstar Chemical Inc. to supply the City with the proper storage tanks and containment vessels. We currently use Northstar to supply our Bi-sulfite for dechlorination of the effluent, and they are a subsidiary of the company that we use to supply us with gaseous chlorine. The hypo-chlorite product cost will be a trade off for the gaseous chlorine out of the operation's budget. No additional cost should be incurred.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve the Storage Tank Agreement, to facilitate the process change from the use of extremely hazardous chlorine gas to a more stable sodium hypo-chlorite (liquid).

PRODUCT & EQUIPMENT AGREEMENT

Agreement made by and between: **City of Gig Harbor Wastewater Treatment Plant, 3510 Grandview Street, Gig Harbor, WA 98503** hereafter referred to as "Buyer", and **NORTHSTAR CHEMICAL, INC., 14200 SW Tualatin-Sherwood Road, Sherwood, OR 97140**, hereafter referred to as NORTHSTAR and, or "Seller".

- 1) Buyer agrees to purchase and receive from said Seller the Product herein described for a period of 60-days from the later of the signed acceptance dates below, and from month-to-month thereafter, subject to termination by Buyer or Seller upon sixty (60) days prior written notice; and subject to the terms and conditions below and on the attached page(d).

Material: 12.5% sodium hypochlorite
(hereafter referred to as "Product(s)")

Quantity: 100 % of Buyer's total annual requirements for Product said total annual requirements being estimated by Buyer to be unknown

Price: \$1.75 per gallon + \$29.00 per delivery transportation surcharge

Deliveries are to be made with a minimum two-business day lead-time and in approximately equal installments throughout the term of this Agreement. Buyer agrees to order minimum of 70% of tank capacity.

- 2) Terms shall be net thirty (30) days from date of delivery.
- 3) Seller agrees to provide the following equipment to Buyer subject to terms & conditions below, and on reverse side.
 - a.) **(2) 1000-gallon, vertical closed top, cross-link, linear lined, high-density polyethylene primary storage tanks natural in color, each plumbed with 1" well-pipe to facilitate chemical feed to pump, 1 1/2" bulkhead female thread fill fitting threaded for chemical fill transfer fill line, and a reverse level indicator assembly for chemical inventory monitoring complete with proper 1350-gallon vertical open top secondary containment for the storage and containment of sodium hypochlorite 12.5%**
- 4) Buyer agrees to use the said Storage Tank(s) only for the storage of Product(s) listed above obtained from Northstar Chemical. Northstar Chemical makes no warranty (including expressed or implied warranties) of any kind and does not accept any liability for damages to persons and property, resulting from any other party, person or entity, including Buyer or its agents, filling the Storage Tank(s), improperly storing material or filling the Storage Tank(s) with incompatible material, or mishandling the Storage Tank(s) and Equipment.
- 5) Buyer agrees to keep any secondary containment vessel clean and dry of all materials and any dry of all materials and any drain valve on containment closed at all times except with respect to monitored removal of accumulated materials. Buyer is responsible for complying with all federal, state or local regulations in the treatment or disposal of such materials.
- 6) Storage Tank(s) and Equipment will remain the sole property of NORTHSTAR CHEMICAL while in Buyer's possession. No party other than NORTHSTAR CHEMICAL or its agent(s) may fill said Storage Tank(s). Buyer shall do all things reasonably necessary to protect the title of NORTHSTAR CHEMICAL to said Storage Tank(s) and Equipment.
- 7) Buyer agrees to notify NORTHSTAR CHEMICAL immediately by telephone, and in writing within 24 hours of any defects, problems or complaints related to the Storage Tank(s) and Equipment, and agrees that it will have no remedy against NORTHSTAR CHEMICAL unless such notice is given. NORTHSTAR CHEMICAL may enter Buyer's premises to maintain and / or repair said Storage Tank(s) and Equipment at any reasonable time. NORTHSTAR CHEMICAL will carry a General Liability Insurance policy of \$1,000,000 per occurrence for damages, which result from any incident caused by NORTHSTAR CHEMICALS related to filling of the Storage Tank(s), or damage to or maintenance or repair of the Storage Tank(s) by NORTHSTAR CHEMICAL. NORTHSTAR CHEMICAL'S responsibility is limited to maintenance and repair of the Storage Tank(s). Buyer will maintain and repair any air abatement device including proper solution level and/or pH, site tube, pumps, piping or any other equipment. Buyer also agrees to maintain prudent levels of public liability and property damage insurance throughout the term of the Agreement.
- 8) Buyer shall assist NORTHSTAR CHEMICAL and take full responsibility in the determination of the locations of said Storage Tank(s) and Equipment on the property of Buyer and shall be responsible for acquiring and complying with any required permits for the equipment or installation. Buyer shall not move Storage Tank(s) and Equipment without the prior written consent of NORTHSTAR CHEMICAL.
- 9) Should Buyer decide to discontinue purchase of NORTHSTAR CHEMICAL Product(s), in accordance with the terms of this Agreement, Buyer shall purge and clean the Storage Tank(s) of all Product and residue and return to NORTHSTAR CHEMICAL freight prepaid, or allow NORTHSTAR CHEMICAL free access to remove said Storage Tank(s) and Equipment with Buyer to pay for reasonable transportation, pump-out and disposal costs.

Accepted (for Buyer): **City of Gig Harbor WWTP**

Accepted (for Seller): Northstar Chemical Inc.

BY(print): _____

BY(print): _____

Signature: _____

Signature: _____

Date: _____

Date: _____

CONDITIONS TO PRODUCT/EQUIPMENT AGREEMENT

Consent Agenda - 13

- A. If, during the period covered by this Product and Equipment Agreement (hereafter referred to as the "Agreement"), Buyer can purchase Product of equal quality and quantity, and for a like use from a manufacturer located within the United States at lower prices than specified herein, Seller shall from month to month upon presentation of satisfactory written evidence thereof, either meet said lower prices during the time in which they continue to be lower or permit Buyer to purchase such comparable Product elsewhere during such time. Quantities so purchased shall be deducted from the quantity otherwise deliverable hereunder.
- B. When in the opinion of Seller there is a period of shortage of supply of said Product for any reason, Seller may allocate its available supply among any or all of its various customers upon such basis as it shall deem fair and practicable with no liability on its part for failure to deliver the quantity or any portion thereof herein specified.
- C. Prices are subject to change with thirty (30) days prior written notification by Seller.
- D. Seller holds the right to remove the storage tank in the event that the Seller determines that the Buyer is not handling, storing or applying the Product in a safe, lawful or responsible manner, and if the Customer's purchase of the product is below the Buyer's stated Total Annual Requirement.
- E. If Seller shall be unable, by reason of any governmental decision, order, or law, to sell the Product at the prices herein specified or at such other prices as it may desire to establish under the provisions of paragraph "C" aforesaid, Seller may terminate this Agreement by mailing written notice to Buyer.
- F. All payments due under this Agreement shall be made in lawful money of the United States at the office of the Seller. A security interest in all goods sold under this Agreement, and in any proceeds therefrom, remains in the Seller until the full purchase price shall have been paid in cash. On request, Buyer shall execute and deliver or cause to be executed and delivered, to Seller, any and all documents or finance statements which the Seller will reasonably require to perfect and/or protect Seller's security interest in the goods or proceeds.
- G. If Buyer shall fail to make payments when same becomes due or if Seller shall become dissatisfied as to Buyer's financial responsibility or if Buyer files a voluntary petition under any Federal or State Bankruptcy Act or is adjudicated bankrupt, Seller may decline to make deliveries under this Agreement, except upon receipt of cash or satisfactory security.
- H. Seller makes no warranty of any kind whatsoever, either expressed or implied, except the warranty that the Product sold shall be meet specifications attached hereto and be of merchantable quality. Buyer assumes complete responsibility for and agrees to hold Seller and its officers and employees harmless and defend and indemnify them from all results, including damage to and loss of property and injury to or death of persons, arising out of the handling, storage or use of said Product or Equipment by Buyer or any other person or entity, whether or not said Product or Equipment is handled, stored, transported, disposed or used singly or in conjunction with other products. Further, Seller does not guarantee that Product shall be free from patent infringements.
- I. Buyer shall be entitled to only rely on the manufacturer's warranty for the Equipment. NORTHSTAR CHEMICAL, INC. specifically disclaims all guarantees and warranties, expressed or implied, including warranties of fitness for a particular purpose. Buyer agrees to assert any warranty claims against the manufacturer of the equipment and agrees not to assert any such claim against NORTHSTAR CHEMICAL. Buyer agrees to indemnify, defend and hold harmless NORTHSTAR CHEMICAL from any claim or demand relating to damages from anything other than NORTHSTAR CHEMICAL's maintenance or repair of the Storage Tank and NORTHSTAR CHEMICAL being found to be solely negligent. This indemnification will include any reasonable attorney's fees and costs
- J. Seller shall not be liable for any failure to perform this Agreement where such failure is due to circumstances beyond its control. Circumstances beyond control of the Seller shall be deemed to include but shall not be limited to the following: Act of God, fire, flood, war, government action, accident, labor trouble and inability to obtain Product, equipment or transportation.
- K. Prices herein specified are based upon present taxes (other than sales taxes), freight rates, Internal Revenue charges, United States Tariff classifications, and import duties. Any increased costs resulting from changes in the aforesaid or from Buyer's selection of means of transportation shall be charged to Buyer. Further, Buyer shall reimburse Seller for all taxes or other charges by any national, state or municipal government upon the sale, use, production, or transportation of materials, which Seller shall be required to pay.
- L. No claim of any kind, whether as to Product delivered or for non-delivery of goods, shall be greater in amount than this Agreement's purchase price of the Products in respect of which such damages are claimed, and failure to give notice of claim within ten (10) days from date of delivery, or the date fixed for delivery, whichever date is applicable, shall constitute a waiver by the Buyer of all claims in respect of such Product. Product shall not be returned to Seller without Seller's permission. No claim shall be allowable after goods have been processed in any manner.
- M. For mini-bulk deliveries, the obligation of Seller to deliver Product shall be deemed fulfilled when it has delivered same in merchantable condition into the Storage Tanks(s) at Buyer's location. For mini-bulk deliveries, risk and expense of loss or damage to all Product sold hereunder shall pass to Buyer upon delivery into Storage Tank(s) at Buyer's location.
- N. For full tank truck or railcar quantities, the obligation of seller to deliver Product shall be deemed fulfilled when it has delivered same in good condition to carrier at shipping point, the carrier acting as agent of Buyer, or to Buyer's location if Seller delivers directly thereto. Risk and expense of loss or damage to all Product sold hereunder shall pass to Buyer upon Seller's delivery to carrier at shipping point, or to Buyer's location if Seller delivers directly thereto.
- O. Seller's weights taken at shipping point shall govern for full tank truck quantity. Seller's small bulk truck delivery will be determined by the volume unloaded at delivery point.
- P. Buyer shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without prior written consent of Seller.
- Q. It is expressly understood that any technical advice furnished by Seller with reference to the use of its Product is given gratis and as a courtesy and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.
- R. The waiver of any breach of the terms and conditions of this Agreement shall not be deemed to be a waiver of any subsequent breach of the terms and condition hereof.
- S. This Agreement constitutes the entire contract between the parties for sale and purchase of Equipment specified herein. It shall not be altered or amended, nor its terms waived, except by an instrument in writing, signed by the parties to be bound thereby. No terms or conditions other than those contained in this Agreement, and no agreement or understanding in any way modifying, conflicting with or changing the terms and conditions of the Agreement, shall be binding on Seller or otherwise alter, or restrict the terms of this Agreement unless specifically agreed to in writing by the Seller.
- T. The Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors. If any provision in this Agreement is invalid or unenforceable in any respect, the validity or enforceability of the remaining provisions of this Agreement shall not be affected. The Agreement shall be governed by the laws of the (state the name of the State) State of Oregon/Washington.
- U. Northstar Chemical responsibility is specifically limited only to damages which result from Northstar Chemical filling the equipment and to the extent of Northstar's negligence



Subject: Second Reading of Ordinance –
Joint Use Parking in Mixed Use Developments
(ZONE 08-0010)

Proposed Council Action: Adopt ordinance
at this second reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: February 23, 2009

Exhibits: Draft Ordinance; Planning Commission
Recommendation; Planning Commission Minutes
Application Packet; Letter from Chamber

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

PSK

Approved as to form by City Atty: _____

approved by

e-mail 1/30/2009

Approved by Finance Director: _____

N/A

Approved by Department Head: _____

TD 2/10/09

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Attached for the Council's consideration are proposed amendments to the Chapter 17.72 GHMC, Off-Street Parking and Loading Requirements.

On August 22, 2008, Gateway Capital LLC filed a text amendment application to revise how required parking is calculated for mixed use developments, as defined by a new mixed use development definition. Mixed use developments that provide common parking areas would be able to share required spaces for several different uses when those uses include both daytime and nighttime peak hour use. The parking required for either the daytime peak uses or the nighttime peak uses, whichever is smaller, could be reduced by 50 percent.

This amendment is proposed to be applicable to the RB-1, RB-2, B-1, B-2, C-1, DB, PCD-C, PCD-BP, PCD-NB, ED and MUD zoning districts.

The Planning Commission held work study sessions on this amendment on October 2, 2008; October 16, 2008, November 6, 2008; January 7, 2009; and, January 15, 2009. The Commission public hearing was held on January 7, 2009. There was no testimony at the public hearing. On January 15, 2009, The Planning Commission voted unanimously to recommend approval of the text amendment. A copy of the Commission recommendation is attached.

After the Commission's recommendation, the City Attorney recommended a minor language modification to new GHMC subsection 17.72.080(A)(3), which has been incorporated into the ordinance. The modification did not change the intent of the language; only made the provision clearer.

POLICY CONSIDERATIONS

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003).

Gig Harbor Comprehensive Plan:

Goal 3.2.3 of the Gig Harbor Comprehensive Plan states:

3.2.3. Limit asphalt areas.

Allow and encourage shared parking between developments

Gig Harbor Municipal Code:

Chapter 17.72 Off-Street Parking and Loading Requirements includes the following provisions for joint use parking:

17.72.060 Joint use of required parking spaces for the downtown business (DB) and the waterfront commercial (WC) districts.

A. One parking area may contain required spaces for several different uses. Except as otherwise provided in this chapter, the required space assigned to one use may not be credited to any other use which will require parking space simultaneously.

B. To the extent that developments that wish to make joint use of the same parking spaces operate at different times, the spaces may be credited to both uses.

C. Joint use of parking as specified under this chapter shall be by written agreement between the developments using the parking facilities. The agreement shall be subject to the approval of the city. Said agreement shall be filed with the Pierce County auditor as a covenant running with the land and is deemed binding between the assenting parties. The parking agreement shall have a minimum term of five years and shall specifically provide that the party whose parking will be eliminated or reduced (the "affected party") by the agreement's termination shall notify the city at least six months prior to such termination. The affected party shall secure off-street parking sufficient to meet the code-required parking for the use.

The Design Manual includes the following language related to common parking:

17.99.100 Activity center standards.

Development within activity centers shall be as follows:

B. Identify locations for common parking lots and/or garages.

To facilitate clustering of nonresidential structures, provide common parking in all new binding site plans.

Staff/Planning Commission Analysis:

The following is a synopsis of the issues discussed and reviewed by the Planning Commission:

During the work-study sessions the Planning Commission reviewed the shared parking models of nine (9) different municipalities and a consultant's report on shared parking provided by the applicant

In general, the Planning Commission felt that shared parking, when appropriately applied is beneficial to a community. Property can be used more efficiently and as a result, less land is consumed by impervious surface and stormwater ponds and, more trees can be retained.

The proposed amendment will help reduce commercial sprawl and prevent parking lots from dominating the urban setting which is a goal of the City.

The applicant originally proposed that the shared parking for mixed use development provision apply only to the RB-1, RB-2, B-1, B-2, C-1, DB, PCD-C, and PCD-NB zoning districts, excluding the waterfront zones, MUD, PCD-BP and ED zoning districts. The staff and Commission agreed that waterfront zones should be excluded. Given the current process to update the Shoreline Master Program and related development regulations, it would be premature to apply this provision to the waterfront zones. However, the Commission recommended that the MUD, PCD-BP and ED zones be included in the provision as those zones allow a mix of daytime and nighttime uses. The applicant agreed and included those zones in the amendment that went to the Commission for final recommendation.

Finally, the Planning Commission supported the applicant's proposal to limit the application of this provision to mixed use developments reviewed under one site plan or binding site plan process. The Commission felt it was inappropriate to apply this regulation across multiple site plans as the Commission is unsure how multiple property owners might coordinate access and uses as well as how the City would track such multi-site parking reductions. If this provision is adopted and tested by several traditional mixed use developments, it may be appropriate to revisit this limitation.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on December 10, 2008 as per WAC 197-11-340(2).

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission is recommending approval of the proposed text amendments.

RECOMMENDATION / MOTION

Move to: Adopt ordinance at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE CALCULATION FOR REQUIRED PARKING FOR MIXED USE DEVELOPMENTS IN THE RB-1, RB-2, B-1, B-2, C-1, DB, PCD-C, PCD-BP, PCD-NB, ED AND MUD ZONING DISTRICTS; ALLOWING SHARED PARKING SPACES AND REDUCING THE REQUIRED PARKING SPACES IN THOSE ZONES WHEN MIXED USE DEVELOPMENTS INCLUDE BOTH DAYTIME AND NIGHTTIME PEAK USES AND PROVIDE COMMON PARKING AREAS; ADDING A NEW DEFINITION FOR MIXED USE DEVELOPMENT; ADDING SECTIONS 17.04.558 AND 17.72.080 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, Goal 3.2.3 of the Gig Harbor Comprehensive Plan states: **Limit asphalt areas.** Allow and encourage shared parking between developments; and

WHEREAS, the City believes that shared parking, when appropriately applied will be beneficial to the City. Property can be used more efficiently and as a result, less land will be consumed by impervious surface and stormwater ponds and more trees can be retained; and

WHEREAS, allowing shared parking and reducing the number of required parking spaces will help reduce commercial sprawl and prevent parking lots from dominating the urban setting which are goals of the City; and

WHEREAS, the City desires to reduce the required parking spaces for mixed use developments which include uses which experience different peak uses times; and

WHEREAS, the City desires to limit the reduction of required parking spaces in mixed use developments to 50% of parking required for either the daytime peak uses or the nighttime peak uses, whichever is smaller, in order to ensure that adequate parking spaces are provided at all hours of the day; and

WHEREAS, the City desires to allow mixed use development joint use parking in all zoning districts which allow a mix of daytime and nighttime uses, with the exception of the waterfront zones; and

WHEREAS, the City does not want to apply this provision to the waterfront zones as the City is currently in the process of updating its Shoreline Master Program and related development regulations; and

WHEREAS, on November 13, 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 City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on December 10, 2008 which was not appealed; and

WHEREAS, the City Planning Commission held work study sessions on the joint use parking in mixed use developments on October 2, 2008; October 16, 2008, November 6, 2008; January 7, 2009; and, January 15, 2009; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on January 7, 2009 and made a recommendation of approval to the City Council on January 15, 2009; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on February 9, 2009; and

WHEREAS, on _____, 2009, 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. A new Section 17.04.558 of the Gig Harbor Municipal Code is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.04.558 Mixed use development

"Mixed use development" means a building or group of buildings that includes more than one type of use in the same site plan or binding site plan. Mixed use developments may include a combination of uses such as restaurant, retail (sales level 1), office (government administration office, financial institutions, professional services), commercial entertainment and/or residential.

Section 2. A new Section 17.72.080 of the Gig Harbor Municipal Code is hereby added to the Gig Harbor Municipal Code, to read as follows:

17.72.080 Joint use of required parking spaces for mixed use developments within the RB-1, RB-2, B-1, B-2, C-1, DB, PCD-C, PCD-BP, PCD-NB, ED and MUD zoning districts.

A. Mixed use developments that provide common parking areas may share required spaces for several different uses when those uses include both daytime and nighttime peak uses as defined below. When calculating the total required parking for the mixed use development, the

parking required for either the daytime peak uses or the nighttime peak uses, whichever is smaller, may be reduced by 50 percent.

1. For the purposes of this section, the following uses may be considered daytime uses: government administrative office; financial institutions; professional services; retail stores (sales level 1); industrial level 1 uses; restaurants that the Planning Director determines have principal operating hours during the day; and similar primarily daytime uses as determined by the Planning Director.

2. For the purposes of this section, the following uses may be considered nighttime uses: House of religious worship; clubs; commercial entertainment, restaurants that the Planning Director determines have principal operating hours during the night; taverns; and similar primarily nighttime uses as determined by the Planning Director.

3. All uses do not have to be categorized as a daytime or nighttime peak use. No reduction applies to uses that experience peak levels during both the daytime and nighttime.

B. When the use or uses change within a mixed use development and additional parking spaces are required as a result, it is unlawful and a violation of this chapter to begin or maintain such use until such time as the required off-street parking provisions of this chapter are met.

Section 3. 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 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 ____, 2009.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela Belbeck, City Attorney

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



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND MEMBERS OF THE CITY COUNCIL
FROM: HARRIS ATKINS, CHAIR, PLANNING COMMISSION
SUBJECT: ZONE 08-0010 – JOINT USE PARKING IN MIXED USE DEVELOPMENTS
DATE: JANUARY 15, 2009

Harris Atkins
1/15/09

BACKGROUND / INFORMATION:

Gateway Capital LLC filed a text amendment application to revise how required parking is calculated for mixed use developments, as defined by a new mixed use development definition. Mixed use developments that provide common parking areas would be able to share required spaces for several different uses when those uses include both daytime and nighttime peak use. The parking required for either the daytime peak uses or the nighttime peak uses, whichever is smaller, could be reduced by 50 percent.

The Planning Commission held work study sessions on this amendment on October 2, 2008; November 6, 2008; January 7, 2009; and, January 15, 2009. The Commission public hearing was held on January 7, 2009.

During the work-study sessions the Planning Commission reviewed the shared parking models of nine (9) different municipalities and a consultant's report on shared parking provided by the applicant

In general, the Planning Commission feels that shared parking, when appropriately applied is beneficial to a community. Property can be used more efficiently and as a result, less land is consumed by impervious surface and stormwater ponds and, more trees can be retained.

The proposed amendment will help reduce commercial sprawl and prevent parking lots from dominating the urban setting which is a goal of the City.

Goal 3.2.3 of the Gig Harbor Comprehensive Plan states:

3.2.3. Limit asphalt areas.

Allow and encourage shared parking between developments

The Planning Commission supports the applicant's proposal to limit the application of this provision to mixed use developments reviewed under one site plan or binding site plan process. It would be premature to apply this regulation across multiple site plans as the Commission is unsure how multiple property owners might coordinate access and uses as well as how the City would track such multi-site parking reductions.

RECOMMENDED AMENDMENTS:

The following section would be added to Chapter 17.72 GHMC, Off-Street Parking and Loading Requirements.

17.72.080 Joint use of required parking spaces for mixed use developments within the RB-1, RB-2, B-1, B-2, C-1, DB, PCD-C, PCD-BP, PCD-NB, ED and MUD zoning districts.

A. Mixed use developments that provide common parking areas may share required spaces for several different uses when those uses include both daytime and nighttime peak uses as defined below. When calculating the total required parking for the mixed use development, the parking required for either the daytime peak uses or the nighttime peak uses, whichever is smaller, may be reduced by 50 percent.

1. For the purposes of this section, the following uses may be considered daytime uses: government administrative office; financial institutions; professional services; retail stores (sales level 1); industrial level 1 uses; restaurants that the Planning Director determines have principal operating hours during the day; and similar primarily daytime uses as determined by the Planning Director.

2. For the purposes of this section, the following uses may be considered nighttime uses: House of religious worship; clubs; commercial entertainment, restaurants that the Planning Director determines have principal operating hours during the night; or taverns; and similar primarily nighttime uses as determined by the Planning Director.

3. All uses do not have to be categorized as a daytime or nighttime peak use. Some uses experience peak levels during both the daytime and nighttime.

B. When the use or uses change within a mixed use development and additional parking spaces are required as a result, it is unlawful and a violation of this chapter to begin or maintain such use until such time as the required off-street parking provisions of this chapter are met.

The following section would be added to Chapter 17.04 GHMC, Definitions.

17.04.558 Mixed use development

"Mixed use development" means a building or group of buildings that includes more than one type of use in the same site plan or binding site plan. Mixed use developments may include a combination of uses such as restaurant, retail (sales level 1), office (government administration office, financial institutions, professional services), commercial entertainment and/or residential.

CITY OF GIG HARBOR APPLICATION	CITY USE ONLY
<input checked="" type="checkbox"/> ZONING CODE <input checked="" type="checkbox"/> Comprehensive Plan Text Amendment <input type="checkbox"/> Comprehensive Plan Map Amendment	Date Received: <u>Zone-08-0010</u> By: <u>CINQ</u> Receipt #: <u>1,033.00</u> By: _____

Name of project / proposal: Zoning Code Text Amendment to allow for joint use parking in mixed use developments

Applicant:
 Gateway Capital, LLC- Kristin Udem
(Name)

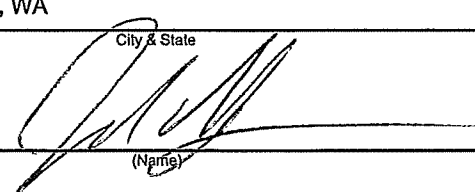
4423 Pt Fosdick Dr NW, #306 851-4557
Street Address Phone

Gig Harbor, WA 98335
City & State Zip

Owner:
 Gateway Capital, LLC
(Name)

4423 Pt. Fosdick Dr. NW, #306 851-4557
Street Address Phone

Gig Harbor, WA 98335
City & State Zip

I(We): 
(Name)

Signature Date

Signature Date

I do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to those matters, I believe it to be true.

Property Location:
 Address: City-wide commercial districts

Section: _____ Township: _____ Range: _____

Assessor's Tax Parcel Number: _____

Full Legal Description (attach separate sheet if too long)

Acreage or Parcel Size

Utilities:

1. Water Supply (Name of Utility if applicable)

a. Existing: _____
 b. Proposed: _____


2. Sewage Disposal: (Name of Utility if applicable)

a. Existing: _____
 b. Proposed: _____

3. ACCESS: (name of road or street from which access is or will be gained.)

Current Comprehensive Plan Designation: _____ Requested Comprehensive Plan Designation: _____

Existing land use: Describe (or illustrate separately) existing land use, including location of all existing structures and setbacks (in feet) from property lines.


 AUG 22 2008
 OR

The proposed text changes are shown as a new section for chapter 17.72.

17.72.080 Joint use of required parking spaces for mixed use developments within the RB-1, RB-2, B-1, B-2, C-1, DB, PCD-C, and PCD-NB zoning districts.

A. Mixed-use developments that provide common parking areas may share required spaces for several different uses when the uses involved have both daytime and nighttime peak use times as defined below. When calculating the total required parking, the parking for either the day time peak uses or the nighttime peak uses, whichever is smaller, may be reduced by 50 percent.

1. Daytime uses established. For the purposes of this section, the following uses are considered as daytime uses: government administrative office; financial institutions; professional services; retail stores (sales level 1); industrial level 1 uses; and similar uses are determined by the Planning Director.

2. Nighttime uses established. For the purposes of this section, the following uses are considered as nighttime uses: House of religious worship; clubs; commercial entertainment, restaurants; or taverns; and similar primarily nighttime uses as determined by the Planning Director.

3. All uses do not have to be categorized as a daytime or nighttime peak use. Some uses experience peak levels during both the daytime and nighttime.

Currently, the Gig Harbor Municipal Code does not have a definition for Mixed Use. Below is the proposed definition for Chapter 17.04:

Mixed Use Developments are developments that combine more than one type of use on the same site. These developments may include a combination of restaurant, retail, office, commercial entertainment and/or residential.

CITY
AUG 22 2008

Item 4 Written Statement for Text Amendment Application

- a. Gateway Capital, LLC is requesting a Zoning Code text amendment to the parking requirements contained in GHMC 17.72, that would add a new section of code to allow for joint use or shared parking spaces for mixed use developments when they contain uses that have different times of peak parking demands. The purpose of this request is to more efficiently utilize commercial property by reducing excess parking requirements. By adding flexibility to the parking requirements, when appropriate, less land would be developed with impervious surface which would help the environment by reducing drainage runoff and by reducing the amount of radiant heat that is generated from paved surfaces that enters the environment (heat island effect). Additionally, by having requirements that allow joint use parking for compatible uses, it would allow for a more efficient development of land which ultimately will help to reduce sprawl and represent an aesthetic which is more consistent with the City's Design Manual which contains requirements that prevent parking lots from dominating Gig Harbor's urban setting.

Many cities have codes that allow for joint use parking for uses that have different times of peak parking demand. This is a growing national trend. Another growing trend is for cities to even identify specific uses which have peak parking demands during the daytime and specific uses with peak parking demand in the nighttime. Uses such as general office, retail stores and banks have peak demands during daytime hours while uses such as restaurants and theaters have peak nighttime demands. Houses of religious worship generally have peak demands on evenings and weekends. When multiple uses are located within the same project site, it is the ideal situation for sharing the required parking spaces.

In addition to the environmental and design benefits, more efficient parking provides a more positive public perception of a commercial development's vitality as well as the municipality it is located within. When there are vast underutilized parking lots, consumers have a perception that it is an underperforming development. When parking lots are more fully utilized, there is a positive perception that it is a popular shopping/dining area. In addition to providing a local tax base along with amenities for local residences, the vitality of commercial developments provides an aesthetic benefit to the community by having a well maintained development.

- b. This amendment would be consistent with the Washington State Growth Management Act because it would encourage more efficient and responsible use of land. Allowing joint use parking reduces the amount of impervious parking surfaces required for site development which helps minimize stormwater run-off treatment, preserve land for landscaping,

and/or natural vegetation and open spaces. More efficient use of commercial land would also help reduce suburban sprawl. In addition to these land use benefits that are consistent with the Comprehensive Plan, more efficient use of parking commensurate with other similar projects of its kind would reduce the "heat island effect" caused from excessive and unnecessary large asphalt areas. These environmental benefits are consistent with Washington State's goals to protect the environment.

- c. This amendment would be consistent with adopted county wide planning policies because it would encourage a more efficient use of commercial property within the urban growth boundary by not creating unused and unneeded parking. Additionally, adverse impacts to the environment would be reduced.
- d. The proposed amendment to allow for joint use parking for uses with differing parking demands at mixed use developments would further the purpose of the City's comprehensive plan because it would allow for a more efficient use of land. This amendment to reduce the creation of unneeded parking spaces would help create an urban pattern where development could be more compact and less divided by large "seas of asphalt". This encourages pedestrian activity and allows for more land for landscaping and common areas. Using flexible performance standards would also allow for a decrease in impervious coverage which reduces stormwater run off/treatment and excess radiant heat. The environmental benefits as well as the urban design benefits that help create a sense of place and define the community are consistent with the goals identified in the comprehensive plan.
- e. The proposed amendment is internally consistent with the City's comprehensive plan as well as other adopted city plans and codes. The proposal to amend the parking requirements to allow for shared parking for mixed use developments is consistent with the following specific comprehensive plan policies:

Community Design Goal 3.1.1 Create outdoor "people" spaces.

The proposed amendment for shared parking would help reduce unnecessary parking which would allow for the land to be used for uses such as outdoor people spaces. Additionally, reducing large areas of asphalt would help to facilitate pedestrian movement throughout developed sites by providing varying interests for site visitors which recognize the pedestrian over motorized vehicles.

Community Design Goal 3.2.3 Limit asphalt areas: *"Allow and encourage shared parking between developments"* The proposal to allow shared parking for mixed use developments that contain uses that have opposing peak parking demands would allow for a more

efficient use of land. Shared parking standards would allow for a reduced amount of unused parking spaces and asphalt areas. Reduced asphalt areas would benefit the urban form as well as the environment.

Environment Goal 4.4.4 Stormwater – development standards

“Prevent surface water contamination and erosion of natural surface drainage channels due to ill-conceived or poorly designed urban development. Promote the use of storm water retention ponds and holding areas, natural drainage and percolation systems, permeable surface improvements, clustered developments and other concepts which will reduce stormwater volumes and velocities.” The proposed text amendment to allow for shared parking would be consistent with this plan policy because it would reduce the need to create additional, unneeded parking and impervious surfaces.

In addition to being consistent with the comprehensive plan, this proposed text amendment would be consistent with the existing zoning code. The request would allow for a more efficient use of space and would not allow uses that are otherwise not allowed within the zone. This proposed amendment would enable reduced areas of asphalt that would reduce the “heat island” effect and stormwater run-off.

- f. The proposed text amendment would meet concurrency requirements for transportation because it would not increase trips to the site; it would merely enable a more efficient use of the site.
- g. A SEPA checklist has been submitted with this application. Critical areas review would not be required with this request.



DAVID EVANS
AND ASSOCIATES INC.

MEMORANDUM

DATE: November 3, 2008

TO: Kristin Udem
Gateway Capital, LLC
4423 Pt. Fosdick Drive NW, Suite 100
Gig Harbor, WA 98335

FROM: Alan M. Tebaldi, P.E.

SUBJECT: Joint Use Parking Proposal for Gig Harbor

PROJECT: GACA0000001

In response to your memorandum dated October 21, 2008, I have reviewed the submittal packet you prepared for the City of Gig Harbor and have developed recommendations for a proposed formula for calculating a joint use parking reduction. I have limited my review to joint use parking reductions as a result of differing peak hours between uses, consistent with the proposed code language you presented to the Planning Commission.

I reviewed joint use parking codes for a number of municipalities in the Puget Sound area and found that their policies generally follow three methodologies. The first methodology identifies daytime and nighttime uses and allows a percent of the daytime use parking requirement to be provided by the nighttime use, and vice-versa. Seattle, Tacoma and Puyallup each use this methodology, although each allows a different reduction. Seattle allows a 90% reduction, Puyallup allows a 75% reduction and Tacoma allows a 50% reduction. This methodology is very simple to apply, but is not as sensitive to the specific combination of joint uses as the other two methodologies.

The second methodology used by municipalities requires an analysis to quantify the expected peak parking demand at various times of the day for the proposed joint uses. Some municipalities (Bellevue and Issaquah) allow a reduction to the greater of the daytime use or nighttime use parking requirement, but only if there is no overlap of operating hours. Where operating hours overlap, both municipalities allow a 10% reduction of required parking under specific conditions. Most of the other municipalities employing this methodology require a full traffic study to identify expected parking demand throughout the day and establish the joint use parking requirement as the highest peak parking demand. This methodology is more labor intensive to both the developer, who must prepare the analysis, and the city, which must review and approve the analysis. In my opinion, the benefits of this site specific analysis do not justify the extra expense and time commitment.

The third methodology, used by the City of Auburn, provides a table showing percentage of parking demand by land use category for daytime, evening, nighttime and weekend use. This table is used to calculate a joint use parking demand for the various time periods. The joint use parking requirement is the greatest of those calculated numbers.

Kristin Udem
November 3, 2008
Page 2

Attached for your consideration is a shared parking report prepared by the Victoria Transport Policy Institute (VTPI), an independent research organization dedicated to developing innovative and practical solutions to transportation problems. This report provides a good overview of shared parking issues. Please note that Table 3 provides recommended parking demand percentages very similar to the Auburn code.

In order to remain consistent with the proposed language you previously submitted to the Planning Commission, I would recommend the first methodology for calculating the joint use parking requirement. To be conservative, I would suggest using the 50% reduction adopted by the City of Tacoma. That level of reduction is also consistent with the figures used by the VTPI and the City of Auburn. I have attached the applicable section of the City of Tacoma code for your reference.

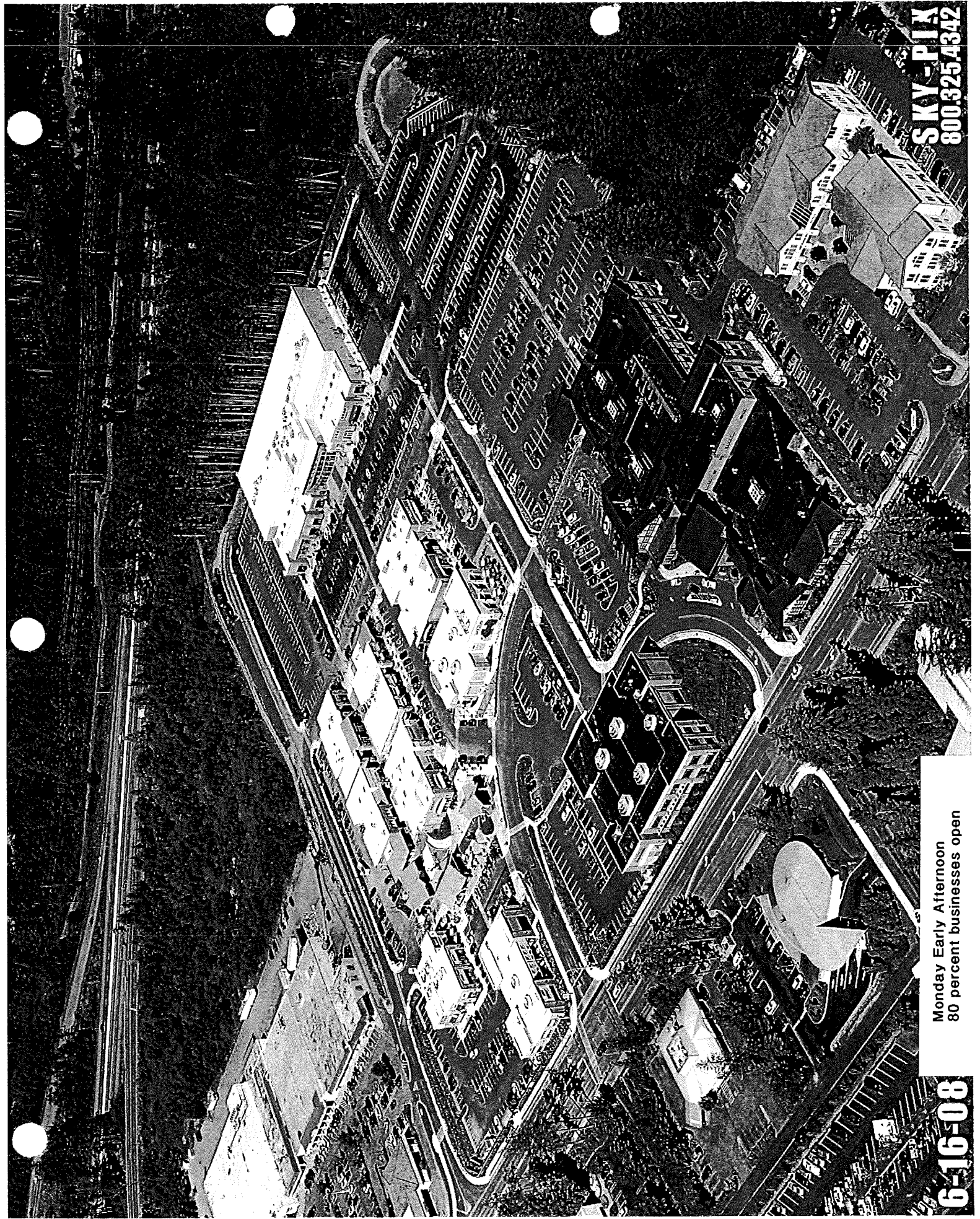
If the Planning Commission prefers a more detailed formula, I would recommend utilizing the City of Auburn methodology. That would require revising the proposed language you previously submitted to the Planning Commission since the Auburn code does not specifically identify daytime and nighttime uses. I have attached the applicable section of the City of Auburn code for your reference.

Please let me know if I can be of further service.

Attachments/Enclosures: Victoria Transport Policy Institute Shared Parking Report
Excerpt from City of Tacoma Municipal Code
Excerpt from City of Auburn Municipal Code

Initials: AMTE

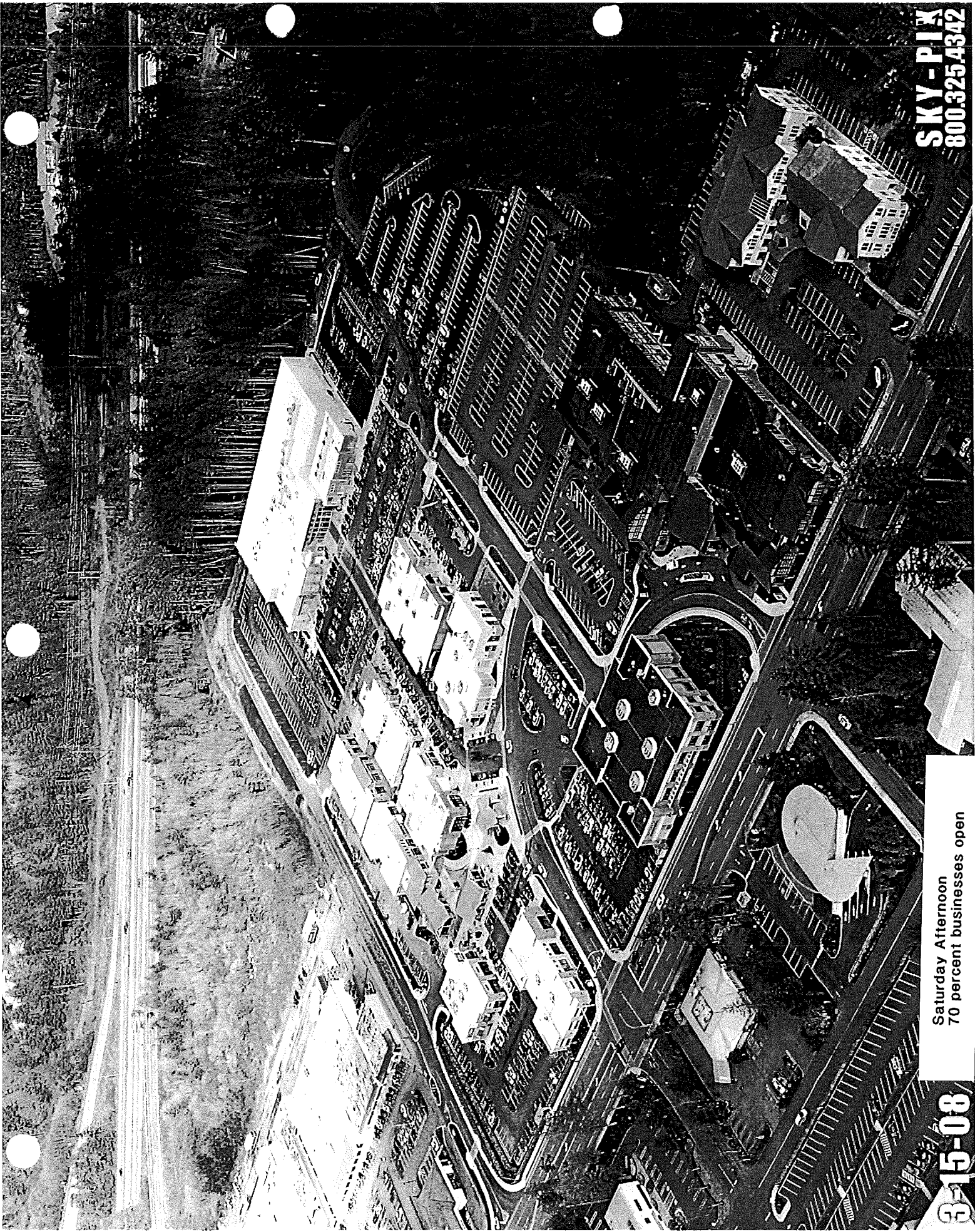
File Name: P:\G\GACA0000001\0800REC\0830Deliverables\Joint Use Parking IMemorandum 11-03-08.doc



SKY-PIX
800.325.4342

Monday Early Afternoon
80 percent businesses open

6-16-08



SKY-PIX
800.325.4342

Saturday Afternoon
70 percent businesses open

3-15-08

CHAMBER OF COMMERCE



December 16, 2008

City of Gig Harbor
Planning Commission
3510 Grandview Street
Gig Harbor, WA 98335

RECEIVED
CITY OF GIG HARBOR
JAN 29 2009
COMMUNITY
DEVELOPMENT

RE: Parking Text Amendment

Dear Planning Commission Members:

The Gig Harbor Peninsula Area Chamber of Commerce supports the two parking text amendments to Chapter 17, which are being considered to increase use of joint parking in mixed-use developments within some zoning districts in the City of Gig Harbor.

The Chamber supports these amendments, which will benefit businesses and economic development throughout the City of Gig Harbor. We believe that these changes are required in order for our mixed-use developments to more efficiently utilize their parking assets, respond to changing consumer demands for services and products, and to maintain an economically viable mix of businesses in the community.

The Chamber believes that these amendments will allow for more efficient development of land, which ultimately helps to reduce sprawl and represents an aesthetic which is more consistent with the City's Design Manual.

These amendments also benefit the environment, by reducing the amount of paved surfaces and reducing drainage runoff.

The amendments are based on solid research and best practices from other municipalities. This is a positive step forward in resolving some of the parking management issues that we face in the City of Gig Harbor. We thank you for your consideration and support of these text amendments.

Sincerely,

GHPA CHAMBER OF COMMERCE

Kathy Endres
President

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
October 2, 2008
Gig Harbor Civic Center**

PRESENT: Commissioners: Harris Atkins, Joyce Ninen, Jill Guernsey, Jim Pasin, and Dick Allen. Commissioners Jeane Derebey and Theresa Malich were absent. Staff Present: Tom Dolan, Pete Katich and Diane Gagnon. Guests present: Evy Lynn and Kristin Udem from Gateway Capital, Paul Kadzik and Steve Lynn from the Gig Harbor Historic Waterfront Association.

CALL TO ORDER: Acting Chair Harris Atkins called the meeting to order at 5:00 p.m.

APPROVAL OF MINUTES:

It was decided to table the minutes until later in the meeting when a quorum would be present.

1. **GATEWAY CAPITAL LLC, 5312 PACIFIC HWY E., FIFE, WA 98424-2602 – ZONE 08-0010 – Zoning Code Text Amendment to allow joint use parking in mixed use developments.**

Planning Director Tom Dolan introduced the joint use parking issue. He noted that Gateway Capital LLC had submitted a request for a code amendment to allow for a decrease in required parking for developments that have mixed use components. Mr. Dolan pointed out that representatives from Uptown were here to present some information that they have gathered and the Historic Waterfront Association is present as well for this issue. He then introduced Kristin Udem from Gateway Capital.

Commissioner Jim Pasin pointed out that in the Downtown Business District and the Waterfront Commercial District there is a joint use parking provision that seems to work downtown and asked why the same thing couldn't be applied to other commercial zones. Mr. Dolan pointed out that the section applied to two different property owners and in this proposal we are talking about one property owner.

Ms. Udem said that when she had initially talked with Senior Planner Jennifer Kester regarding this amendment, discussion was held regarding providing some additional information as to how this would work city wide. She stated that they had looked at lots of different codes regionally and some studies. She pointed out the binders that she had prepared and handed out some supplemental information for the binders with information from other cities. She explained the history of the development of Uptown and how they had calculated the parking. She explained the different uses and the problems encountered with the parking. Ms. Udem noted that there is good usage of the Uptown site and the tenants are reporting better than expected business yet there is still a great deal of extra parking. She stated typical shopping center developments

have 15% sit down dining restaurants and Uptown has 5% illustrating their need for more dining space but the parking requirements are prohibitive. She pointed out that the aerial photos show how much available parking there is. Ms. Udem stated that she had researched other codes and discovered that lots of other jurisdictions have joint use parking provisions. She pointed out the matrix she had provided and also the Urban Land Institutes recommendations. She explained that less parking is better for the environment and for design. She also went through how this proposal is consistent with the comprehensive plan. She noted that Tacoma had a specific formula and she had used that language for their proposed language. She explained how they had worked with the Gig Harbor Historic Waterfront Association and they had developed the proposal together so that this proposal would work for Uptown and downtown. She noted that she had applied the Tacoma code to Uptown and when using the restaurants as pm peak and the theatre as pm peak and everything else as am peak and they were still over the 4 per thousand square feet which is the industry standard. She thanked the Planning Commission and said they would provide any additional data they needed.

Commissioner Jill Guernsey asked about when Uptown was approved for parking and the parking garage. Evy Lynn said that they have currently around 6 stalls per thousand. Ms. Udem explained how the parking was calculated. Ms. Ninen asked what industry standard they were using and Ms. Udem explained that the Urban Land Institute uses the ITE manual and this is considered the industry standard throughout the country. Ms. Ninen asked if there had been any complaints about parking in Uptown. Mr. Dolan said that there had not been many complaints. Senior Planner Pete Katich said that he had administered Tacoma's parking requirements and he explained how Tacoma had decreased the requirements for shopping centers and have used the shared parking for over 10 years and it had worked well. Ms. Ninen asked how the different owners work it out. Mr. Katich said that it was looked at from the overall site prospective and there are cross easements. Mr. Pasin said that he thought that there were other circumstances within the community that might need to address multiple owners and shared parking. Mr. Atkins asked about how the parking is shared with MultiCare and Ms. Lynn explained that they have an agreement to use each others parking. She explained that initially it was designed for 175,000 square feet of building and they built 150,000 square feet. Ms. Udem explained that this does not eliminate the possibility that they would build a parking garage. She noted where one of the retail buildings had not been built. She explained that large expanses of unused parking put out a perception that there is nothing going on. Mr. Pasin noted that they are speaking only about their project and he was wondering what the impact would be on the other commercial property. Ms. Udem noted that they were using Uptown as an example and they agreed that this needs to work for everyone. Paul Kadzik noted that this is a problem throughout the city. He stated that there is a choice of parking or buildings and that economics drive the development of property and wouldn't we rather have buildings rather than more parking. He said that he felt that this proposal would encourage the nighttime activity and he hears that we need more night time activities. He said he would like to see it be more than a 50% allowance. Steve Lynn from the Gig Harbor Historic Waterfront Association said that this provides stimulation and that his parking lot is never full. He emphasized the need to think about how to create incentives.

Mr. Pasin said that he felt that what was in the code could be modified and still used. Ms. Ninen said that it is an incentive for prospective tenants. Mr. Kadzik said that a parking space costs around 15-20,000 dollars to build. Mr. Pasin said that in general if you have a sufficient number of parking stalls your mix of business will start to use it and tenants that need more parking will come to you. Mr. Lynn said that as a mixed use owner it is difficult to manage. Ms. Lynn noted that it is different for office space versus retail as retail customers may only stay for a short time.

Dick Allen arrived at 5:55 pm.

Mr. Atkins asked where they would reduce their parking and would they accommodate less parking. Ms. Udem clarified that they did not want to add new buildings they just want to use the empty places they have for restaurant use and outdoor restaurant seating.

Acting Chair Harris Atkins called a short recess at 6:00 pm. The meeting was reconvened at 6:10 p.m.

Mr. Dolan suggested that at the next meeting they discuss what the code requires now for parking.

Mr. Atkins asked what issues the commissioners had with this proposal. Ms. Ninen said that she appreciated all the work that the applicant had done and would like to take some time to review the information. She also would like to look at what the city requires now. Mr. Pasin said that his biggest concern was over complicating the issue and said he would like to use some of the language they already had in the code. Mr. Allen said that his concern was how it affects the rest of the town and do you limit it to only certain zones. Ms. Guernsey said that she was used to seeing a staff report from staff that would show what the current requirements are and then a proposal for some suggested language. She also expressed that they would have to address how any change would apply to an already approved project. Mr. Pasin suggested that they apply the criteria to some of the older developments and see what would happen there. Mr. Dolan asked if it would be helpful if the same sort of information that Uptown had provided on their parking usage was provided on some downtown developments and other areas. Mr. Atkins said that he would like to put together a parking 101 kind of information session and then figure out how to proceed. Ms. Udem explained how the parking was calculated. Mr. Dolan said that the information would all be provided to them at the next meeting.

APPROVAL OF MINUTES:

Mr. Atkins asked if anyone had any changes to the minutes of September 18th, 2008. Ms. Ninen suggested that on page 1 in the bottom paragraph on the second line it should be clarified who the Hogans are. She continued by saying that on page 3 in the third paragraph in the 13th line that starts with "discussion" a "that" should be removed,

on page 4 in the second to the last paragraph it says Ms. Nine rather than Ninen and that on page 5 in the big paragraph on the 11th line that starts with "agreement" there needs to be a semi colon after agreement. Additionally on page 7 in the big paragraph, 5th sentence remove "kind of".

MOTION: Move to approve the minutes of September 18, 2008 with the noted changes. Ninen/Guernsey – Motion passed.

Discussion was held on the notice of the recommendation from the Planning Commission. Mr. Atkins explained how Mr. Dolan had gone through each requirement and the explanations. Mr. Atkins asked for the Planning Commission's concurrence that this reflected their basis for their decision. Ms. Guernsey said that perhaps it should be reflected that there was a 3-2 vote on the office portion of the application that was denied. Mr. Atkins discussed what had been discussed at the joint meeting with the city council. Mr. Dolan explained that the planning intern is also going to work on some of the inconsistencies between the land use code and the zoning map. Ms. Guernsey also noted a correction on the lot size of the Lighthouse Marine application. Mr. Atkins noted that on page 4 under Planning Commission recommendation in the last sentence it says that there is single family in this area and they had received a letter saying that there was some multi family. He felt that they have conveyed to the City Council what they know. Mr. Dolan noted that he had sent letters out to all six property owners and only Mr. Kemp wrote a letter. Additionally, he noted that there is a fourplex on the south side of Grandview Place. Mr. Atkins said that he was reluctant to change the recommendation but perhaps they should change the one sentence. Ms. Ninen wanted to express that Mr. Kemp had a very valid point. Mr. Dolan said that he will make sure that the City Council gets Mr. Kemp's e-mail and note that the Planning Commission did not get this information prior to their recommendation. Mr. Dolan noted that he would state at the end of the paragraph that additional information had been submitted.

2. CITY OF GIG HARBOR, 3510 GRANDVIEW ST., GIG HARBOR, WA 98335 – ZONE 08-0003 – Zoning Code Text Amendment to determine the appropriate locations and allowed uses in the RB-1 zone.

Mr. Dolan passed out the previous staff report on this topic and the spreadsheet with everyone's opinions and it was decided that they would just discuss how to proceed on this issue. Mr. Atkins stated that he wanted to make sure that any of the changes they were proposing were not in conflict with the underlying land use designation. The commission went over the comments noted on the spreadsheet from the previous meeting. Mr. Atkins noted that RB-1 is a Residential Medium comprehensive plan designation. Discussion followed on the Spadoni corner. Mr. Atkins suggested that they look at the four corners at Rosedale and Stinson and concentrate on those first.

Discussion followed on the next meeting and Mr. Dolan said they would go over the ED and PCD-BP zone and he will have a chart with uses that are currently permitted, what they reviewed at the public hearing and then what Mr. Perrow is proposing. He also

noted that they will also discuss the mixed use parking requirements as the second item on the agenda.

ADJOURNMENT

MOTION: Move to adjourn at 7:05. Guernsey/Ninen – Motion carried.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
October 16, 2008
Gig Harbor Civic Center**

PRESENT: Commission members: Dick Allen- acting Chairman, Jill Guernsey, Jeane Derebey, Joyce Ninen and Jim Pasin. Absent: Commission members Harris Atkins and Theresa Malich

Staff: Tom Dolan

Guest Present: Wade Perrow, David Boe, Glynis Casey, Dale Pinney, John Chadwell, John Hogan and Kristin Udem.

CALL TO ORDER:

APPROVAL OF MINUTES:

Postpone the approval of the minutes from October 2nd as the minutes were not yet ready for review.

**City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 –
ZONE 08-0007 – ED AND PCD-BP Uses and Intent Statements.**

Planning Director Tom Dolan summarized the proposed changes discussed for the ED and PCD-BP zones and introduced property owners of the affected properties. Mr. Dolan asked the commission members how they would like to approach the discussion. Commission members suggested reviewing each topic individually and allowing the property owners the opportunity to be heard. Mr. Dolan agreed.

Mr. Dolan suggested beginning with the ED Zone and introduced Wade Perrow.

Zone 08-0007 ED and PCD-BP Uses and Intent Statements.

Mr. Wade Perrow began by thanking the Planning Commission members and Mr. Dolan for the opportunity to discuss his concerns. Mr. Perrow discussed his concerns for the proposed changes to personal services, product services level one and two, recreational indoor – outdoor, marine sales, marine boat sales – level one and two. He also expressed concern about conditional uses in general.

- **Personal services:** Currently the code allows for personal services and disagrees with the suggested removal.
- **Product Service Level One:** Currently a permitted use; again disagrees with the proposed removal.

- **Product Services Level Two**: Requests that it should be a permitted use; disagrees that it should remain as a conditional use.
- **Recreational- Indoor and Outdoor**: Currently a conditional uses disagreed that it should be removed completely from the zone.
- **Marine Sales, Marine Boat Sales- level 1 and level 2**: Currently not allowed use asking that it be an allowed use.
- **Conditional Use**: Expressed his concern with designating uses as conditional vs permitted and suggested removing the “conditional” category where ever possible and designating uses as “permitted”.

Commission members and Mr. Perrow discussed the proposed changes. Mr. Perrow was also concerned that the proposed changes in cases where previously permitted or conditional “uses” were removed or restricted (i.e. the “red” items and said they represented a “taking of rights”). Ms. Ninen asked for a review of the use and intent statement, revised on June 24th, 2008, noting that in the original intent statement retail uses had not been encouraged. Ms. Ninen pointed out that the Planning Commission had intended the ED zone to be considered a manufacturing, product processing use and would encourage similar uses. Mr. Dolan discussed uses that could be permitted as accessory to the permitted use. Mr. Perrow reiterated his concerns that the proposed changes would not work for his business parks. Mr. David Boe of Boe Architects discussed his concerns with size limitations and design requirements that could potentially limit the areas that would allow large warehouse type buildings to be constructed. Mr. Boe also discussed the need for flexibility of allowed uses pointing out that retail could be an accessory use to a cabinet making business. Ms. Derebey expressed her concerns with mixing uses such as a dance or karate studio operating in an industrial park.

Glynis Casey of Rush Construction discussed concerns of safety and incompatibility, asking if the city’s design manual would not already address these concerns. Ms. Derebey clarified, pointing out that the amendment had been directed towards buildings already constructed and determining the appropriate use for them.

Planning Commission members and property owners continued discussing building size, design, potential uses, marketability, accessory retail and permitted uses. Mr. Pasin discussed economics factors while Mr. Perrow discussed the importance of accessory uses. Planning Commission members and property owners discussed the intent and use within the ED zone, its limitations and proper application. Mr. Perrow discussed potential limitations imposed on business that would be deemed nonconforming due to the proposed changes. Mr. Boe discussed jurisdictions that allowed a wider variety of uses in a business park setting and noted their success. Ms. Guernsey discussed the removal of uses such as dance studios, karate schools and exercise facilities from personal services and placing them into a different category. Ms. Ninen suggested creating different levels of personal services. Mr. Perrow suggested removing the examples of personal services leaving the category up for interpretation. Commission members and property owners further discussed the

interpretation of personal services. Commission members discussed holding additional work study sessions on the amendment.

Commission members and property owners discussed the areas along Purdy Dr., included in the proposed changes to the ED and PCD-BP zone. Commission members and property owners discussed the appropriateness of Assisted Living Facility and Independent Living facility as apposed to commercial warehouse in these locations. Property owners pointed out that the location and the topography would make living facilities better suited for the property rather than the typical commercial warehouse facility. Property owners discussed proper zoning of the property and the close proximity to two schools. Commission members further discussed the concern of proper zoning, also pointing out the homes and business that currently surround the site. Mr. Dolan discussed the uses that should be included in the PCD-BP and introducing property owners Dale Pinney and John Chadwell for their presentation.

Mr. Pinney discussed the original intent of the PCD-BP zone and the proposed uses that he felt should be added to the zone; assisted living facilities, medical offices and hotels with associated restraints. Mr. Pinney continued to discuss the uses noting that the recent construction of the hospital had created a need for the proposed facilities to be in area. Commission members and Mr. Pinney continued to discuss intent of the zone, design of senior facilities and hotels. Mr. Pinney concluded that the addition of the hospital would make the proposed uses a good fit to the area.

Mr. Chadwell discussed the current language within the PCD-BP zone, suggesting that language directed towards allowed uses could be broad while language directed towards specific uses could directly specify the uses that would not be appropriate for the zone. Mr. Chadwell agreed that assisted living facilities, medical offices and hotels with associated restaurants would be good additions adding the he would also be in support of commercial child care. Commission members and property owners also discussed traffic concerns and stand alone restaurants.

Mr. Dolan noted that he would work towards a public meeting possibly for December.

Gateway Capital LLC., 5312 Pacific Hwy E., Fife, WA 98424 –
ZONE 08-0010- Joint Use Parking in Mixed Use Developments

Mr. Dolan summarized the proposed Joint Use Parking Amendment, discussing current requirements and pointing out uses that should be reviewed for changes. Applicant Kristin Udem discussed the intent of the proposed amendment, reviewing current parking requirements at the Uptown shopping center as an example. Commission members and property owners discussed current parking requirements, concerns with multiple ownerships, parking space proximity, employee parking and change of use.

Mr. Dolan asked direction from commission members regarding their next meeting. Ms. Guernsey would like to discuss what should be included in shared parking agreements. Ms. Ninen would like to discuss simplifying the regulations. Ms. Derebey

asked if the Harbor Plaza shopping center currently had a shared plan. Mr. Hogan explained that the plan would have been developed under Pierce County jurisdiction. Commission members and property owners discussed redevelopment of over developed and unused parking lots, buildings that redevelop, expand or change their use.

ADJOURNMENT

MOTION: Move to adjourn Derebey / Guernsey - Motion passed.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
November 6, 2008
Gig Harbor Civic Center**

PRESENT: Commissioners: Harris Atkins, Joyce Ninen, Jeane Derebey, and Dick Allen. Commissioners Jill Guernsey, Jim Pasin and Theresa Malich were absent. Staff Present: Tom Dolan and Jennifer Kester. Guests present: Kristin Udem from Gateway Capital, Glynis Casey from North Pacific Design and Steve Lynn from the Gig Harbor Historic Waterfront Association.

CALL TO ORDER: Acting Chair Harris Atkins called the meeting to order at 5:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of October 2, 2008 with corrections. Allen / Derebey – Motion passed.

Commission discussed the change to action-only minutes. The Commission decided the following the items that should be included in action-only minutes:

- All actions taken
- For actions which votes are taken, identify the votes of individuals
- A summary of significant issues discussed and any future actions for the Commission or staff.

Board members agreed that the vice chair would summarize topics discussed.

1. CITY OF GIG HARBOR, 3510 GRANDVIEW STREET, GIG HARBOR WA 98335 – ZONE 08-0007 – ED and PCD-BP Uses and Intent Statements

The Planning Commission decided to further explore two alternative courses of action at upcoming meetings.

- A. Examine the feasibility of revising the existing land use matrix to resolve land owners concerns raised at the October 16, 2008 meeting (as reflected on the draft land use matrix provided by staff) and modifying the existing ED and PCD-BP intent statements accordingly to be compatible. This would include a line by line review of the existing, Commission proposed and landowner proposed uses for the ED and PCD-BP zone uses.
- B. Examine the feasibility of leaving the proposed ED and PCD-PB intent statements as is (or with minor modifications), applying that only to undeveloped areas and rezoning the properties where there are conflicts already on the ground to mixed-use (MUD) or another appropriate existing zone.

Future Actions:

- Staff to contact the principal property owner(s) of the land west of WA-16(that were not involved previously) for an input prior to 11/20 meeting.
- Staff to provide copies of the CD from the 10/16 meeting to PC members for review prior to the 11/20 meeting

2. GATEWAY CAPITAL LLC, 5312 PACIFIC HWY E., FIFE, WA 98424-2602 – ZONE 08-0010 – Zoning Code Text Amendment to allow joint use parking in mixed use developments.

The Commission reviewed and discussed the material provided by staff outlining various different shared parking models used by 9 different municipalities and a consultant's report on shared parking. The Planning Commission decided to pursue a recommendation to the City Council for the establishment of an ordinance to allow shared parking on a single site based on the Tacoma model (day and night time uses identified and 50% reduction for the lesser use) and in a form similar to the draft proposed by Gateway Capital LLC. The Tacoma model was less aggressive than Bainbridge Island and Bonney Lake where those cities allow a 50% reduction across the board.

The Commission identified the following future actions:

- Staff to develop a proposed text amendment based on the draft reviewed at the meeting.
- Staff to set a Public Hearing, preferably in the month of December

ADJOURNMENT

MOTION: Move to adjourn Ninen / Derebey – Motion carried.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
January 7th, 2009
Gig Harbor Civic Center**

PRESENT: Commissioners: Vice Chair Harris Atkins, Jeane Derebey, Joyce Ninen
Jim Pasin, Jill Guernsey, and Dick Allen
Staff Present: Tom Dolan, Jennifer Kester and Cindy Andrews

CALL TO ORDER: Acting Chair Harris Atkins called the meeting to order at 5:07 p.m.

APPROVAL OF MINUTES:

MOTION: Move to table the minutes of October 16th, 2008 and December 4th, 2008 until the meeting of February 5th, 2009. Ninen/Derebey - Motion passed.

WORK STUDY SESSION:

1. ELECTION OF OFFICERS:

MOTION:

- a. Move to elect Harris Atkins to office of Chair. Guernsey / Ninen Motion passed.
- b. Move to elect Joyce Ninen to office of Vice Chair. Guernsey / Derebey Motion passed.

**2. 2.City of Gig Harbor, 3510 Grandview St., Gig Harbor, WA -
Zone 08-0007 – ED and PCD-BP intent and Allowed Uses**

Chair Harris Atkins reviewed the changes to the intent statement of PCD-BP. Mr. Allen discussed retail, asking if it had been entirely removed from the allowed uses in PCD-BP. Mr. Atkins responded, clarifying that retail would be allowed subject to restrictions. Mr. Pasin discussed ancillary sales. Ms. Kester clarified the intent of ancillary sales. Mr. Allen asked how the board would review real estate sales. Ms. Kester clarified real estate as professional services. Commissioners continued to discuss retail and ancillary sales along with the intent of PCD-BP and new definitions. Ms. Kester added the suggested language to the intent statement of PCD-BP: limited retail, commercial and support services. Mr. Atkins asked for board member comments and commissioners agreed to the changes to PCD-BP intent statement.

Gateway Capital LLC., 5312 Pacific Hwy E., Fife, WA -
Zone 08-0010 – Joint Use Parking in Mixed Use Developments

Ms. Kester summarized the applicant's proposal and the board member's proposed changes. Ms. Kester discussed day and evening uses, mixed use developments, binding site plans and uses that could not be placed into a day or evening category. Ms. Ninen discussed Harbor Hill LLC, John Chadwell's request to include the PCD-BP zone in the Joint Use Parking amendment. Ms. Kester suggested including the BP also, noting that the employment district should be included. Mr. Allen and Mr. Pasin agreed. Mr. Atkins stated that the board would recommend to City Council the inclusion of the PCD-BP and the employment district to the amendment. Commissioners discussed the benefits of shared parking: less asphalt and more open space. Mr. Dolan discussed the current shared parking policy, pointing out that currently the policy lacks the ability to reduce the amount of parking spaces allowed and he also discussed the potential for disputes between property owners if applied to multiple site plans. Ms. Kester agreed discussing the importance of binding site plans and site plans to assist with regulating the amendment. Commissioners further discussed the intent of day and evening use as it related to restaurants and coffee shops, the current regulations for shared parking for churches and the DB and WC zones. Mr. Dolan suggested language changes for day and evening use to night time and weekend uses.

Mr. Dolan called a recess prior to opening of the public hearing.

PUBLIC HEARING:

Gateway Capital LLC., 5312 Pacific Hwy E., Fife, WA 98424 –
Zone 08-0010 – Joint Use Parking in Mixed Use Developments.

Mr. Dolan reminded the commissioners that at the conclusion of the hearing they could postpone their decision until their next meeting or they could make their recommendation this evening to city council.

CALL TO ORDER:

Acting Chairman Harris Atkins opened the public hearing at 6:05 pm

Steve Lynn, representative for the Gig Harbor Historic Waterfront Association spoke in support of the amendment. Mr. Lynn believes the changes would be appropriate in response to changes within the community for more efficient development and positive impacts on the environment.

Kristin Udem, representative for Gateway Capital LLC., summarized the parking amendment, discussing parking and pedestrian efficiency as well as positive environmental impacts. Ms. Udem discussed the parking amendment currently in use by the City of Tacoma's, noting the similarities to the proposed amendment and pointing out its success. Ms. Udem discussed the definition of use as related to am and pm peak hours expressing her concern that restaurant use should remain a pm use; also adding that she felt that the final determination on use should be left up to the Planning Director. Ms. Udem agreed that the PCD-BP and the ED zoning districts should be included.

John Chadwell, Senior Project Manager for Harbor Hill LLC, spoke briefly in support of the proposed amendment; also agreeing that the PCD-BP and the ED zoning districts should be included.

Mr. John Hogan, Hogan Enterprises, spoke in favor of the amendment, discussing what he felt had been the most important piece of the amendment: the steps toward adjacent property owner inclusion into shared agreements. Mr. Hogan discussed the design manual standards and how the amendment would be a complement to the standards.

Mr. Atkins closed the public hearing, thanking Ms. Udem and Mr. Hogan for their research into the amendment. Mr. Pasin also thanked Ms. Udem and Mr. Hogan.

Mr. Atkins asked the commissioners if they would like to vote on the amendment. Ms. Derebey, Ms. Ninen replied yes. Ms. Guernsey spoke in support of parking reductions, shared parking, larger parking stalls but expressed concern regarding classifications of use. Ms. Derebey suggested setting the uses by the hours of operation. Mr. Dolan suggested a footnote that the applicants must demonstrate the use as day, night or neither. Ms. Guernsey, Mr. Allen, Mr. Pasin and Mr. Atkins agreed.

Commissioners discussed night time uses, section A -2 as proposed in 17.72.080 Joint Use of Required Parking Spaces for Mixed Use Developments. Commissioners discussed the uses listed and proposed, pointing out that not all proposed uses should be included. Commissioners specifically discussed commercial uses, suggesting language be included to remove commercial activity from the intent statement. Commissioners discussed section B. of 17.72.080 Change in Use, the language and intent. Ms. Guernsey reviewed the language of section A-1 and A-2 relating to daytime and nighttime use, suggesting new language: "For the purpose of this section the following uses may be included but are not limited to nighttime or daytime use," and ending with the phrase "as determined by the Planning Director." Mr. Dolan suggested adding a statement clarifying primary business hours as hours before 5:00 pm. Ms. Guernsey and Ms. Ninen disagreed. Mr. Atkins agreed with the idea that the applicant must demonstrate day or evening use and leave the final decision up to the Planning Director.

Ms. Evelyn Hogan, Hogan Enterprises, addressed the commissioners assuring them that the intent of the amendment had not been to draw in large chain restaurants but rather to create an

environment suited for smaller independent restaurants. Ms. Hogan continued to discuss the intent of day and evening uses and would like to see language added in the intent statement that included the phrase: "But not limited to."

Mr. Dolan reviewed the proposed changes to 17.72.080 A-1, A-2 daytime and nighttime uses, noting that he felt comfortable that they could apply the intent to proposed restaurants. Ms. Guernsey asked to clarify primary or principal operating hours. Mr. Dolan responded principal operating hours. Mr. Lynn asked for clarification of the performance criteria related to principal operating hours. Ms. Ninen offered clarification. Mr. Atkins suggested that staff put together a draft for review at the next meeting.

MOTION:

Move to change page 2 section B, leaving section A-1 and A-2 as is and adding the three districts that were not initially included: PCD-BP, ED and MUD. Derebey/Pasin

Mr. Atkins asked for discussion from commissioners. Ms. Guernsey agreed with the motion with the exception of leaving section A-1 and A-2 as proposed.

MOTION:

Move to amend the motion to include changes to section A-1 and A-2, proposing changes to section A-1: Adding restaurants and allowing the Planning Director to determine the principal daytime operating hours. Proposed changes to Section 2: After restaurants, the Planning Director would determine the principal nighttime operating hours. Guernsey / Derebey – Motion passed.

Mr. Dolan stated that a draft would be available for the next planning commission meeting.

BY-LAWS:

Mr. Atkins suggested continuing with the By-laws and deferring the discussion on the ED intent and allowed uses until the next meeting. Mr. Dolan agreed.

Mr. Atkins reviewed the proposed changes to the By-Laws. Ms. Ninen proposed the following changes sections, page 2 section 3 Record of the Meeting - removing the word "taped" and inserting the language "recording media," on page 3 section 4 Notice of Meetings - in the sentence that reads "notice of all regular meetings" replace the word "postmarked" with the word "sent" and again in the sentence that reads "notice of all special meetings" replacing "postmarked" with "sent;" section 5 Attendance at Meetings - removing the language that states "notifies the chair at least 24 hours" and replacing it with "notifies the chair or planning staff of the absence as soon as practical or possible." Commissioners adjusted section 10. Adjournment - to state "adjournment of all meetings shall be 8:00 pm." Ms. Guernsey

recommended changes to page 4 section 1 the first sentence, removing the comma after committees, continuing in the last sentence, removing the phrase without its submission to the body, replacing with, " without approval of the planning commission." Ms. Derebey disagreed, suggesting adding the language "Plan, Program or issue" to the last sentence.

Mr. Dolan stated that he would bring a draft version to the next meeting.

Mr. Atkins reviewed the items for discussion at the next meeting: Joint Use Parking, By-Laws and the Ed.

Mr. Dolan summarized the joint City Council and Planning / Building Committee meeting member's discussion on underground structures, the gross floor area ordinance and parking in the WM and C-1 zones. Mr. Dolan also reviewed the Planning Commission work program for quarters 1-3 of 2009.

MOTION:

Move to adjourn at 7:43 pm. Ninen/Derebey – Motion carried

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
January 15, 2009
Gig Harbor Civic Center**

PRESENT: Commissioners: Harris Atkins, Joyce Ninen, Jeane Derebey, Jill Guernsey, Jim Pasin and Dick Allen. Staff Present: Jennifer Kester and Peter Katich. Guests present: Kristin Udem, Gateway Capital, LLC

CALL TO ORDER: Chair Harris Atkins called the meeting to order at 5:10 p.m.

APPROVAL OF MINUTES:

Postponed approval of minutes for October 16th and January 7th as the minutes were not yet ready for review.

Commission requested that a copy of the audio recording of the January 7th meeting be transmitted to them prior to the next regular meeting.

BYLAW REVISIONS

MOTION: Move to approve the revisions to the Planning Commission Bylaws with grammatical and formatting corrections. Pasin / Ninen – **Motion passed.**

GATEWAY CAPITAL LLC, 5312 PACIFIC HWY E., FIFE, WA 98424-2602 –
ZONE 08-0010 – Zoning Code Text Amendment to allow joint use parking in mixed use developments.

Planning Commission reviewed the draft Planning Commission Recommendation to Council memo prepared by staff. The draft included Planning Commission's recommendation to the Council to approve the amendment.

MOTION: Move to approve the Planning Commission Recommendation to Council memo with a change in the section number for the proposed joint use provision in Chapter 17.72. Ninen / Derebey – **Motion passed.**

CITY OF GIG HARBOR, 3510 GRANDVIEW STREET, GIG HARBOR WA 98335 –
ZONE 08-0007 – ED and PCD-BP Uses and Intent Statements

The Commission conducted a line-by-line review of the uses on the matrix as they related to the ED district, making further recommendations.

Future Actions:

- Staff to modify the proposed intent statement for the ED zone to reflect the use changes proposed at the 1/15 meeting.

- Staff to prepare a comparison matrix for the public hearing which shows only the existing uses allowed in the ED and PCD-BP and allowed uses proposed by the Planning Commission
- Staff to schedule a public hearing on the proposed amendments at the earliest date available.

DISCUSSION ITEM - Potential Planning Commission-sponsored 2009 Comprehensive Plan amendments

The Commission discussed the need to formulate Commission-sponsored Comprehensive Plan amendments by February 27, 2009. The Commission identified RB-1 zoned properties and ED zoned properties in the Purdy area as areas for which Comprehensive Plan amendments might be appropriate.

Future Actions:

- Staff and commissioners to suggest possible amendments to the Comprehensive Plan Land Use map for further discussion at the February 5, 2009 meeting.

UPCOMING MEETINGS

The Commission will finalize their recommendation on ED and PCD-BP uses and intent and Commission-sponsored Comp Plan amendments in the month of February 2009. The Commission will review marina parking provisions and MUD Overlay/MX Zone implementation in the month of March 2009.

ADJOURNMENT

MOTION: Move to adjourn at 7:05pm - Pasin / Ninen – **Motion passed.**



Business of the City Council
City of Gig Harbor, WA

Old Business - 2

Subject: Harbor Hill Water Tank and Mainline Extension Latecomers Agreement & Ordinance (SECOND READING)

Proposed Council Action: Approve an Ordinance establishing the pro rata shares and reimbursable expenses, providing for severability, and establishing an effective date for the Harbor Hill Water Tank and Mainline Extension Latecomers Agreement and approve the Agreement for same.

Dept. Origin: Public Works
Prepared by: Willy Hendrickson Engineering Technician
For Agenda of: February 23, 2009
Exhibits: Ordinance Latecomer's Agreement

Initial & Date
Concurred by Mayor:
Approved by City Administrator:
Approved as to form by City Atty: approved by email
Approved by Finance Director:
Approved by Department Head: [Signature] 2/19/09

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0).

INFORMATION / BACKGROUND

Olympic Property Group (OPG) constructed approximately 4,800 feet of 16-inch diameter waterline, connecting to an existing City water main on Borgen Boulevard, and a 2.3-million gallon reservoir (improvements) that serves the Gig Harbor North area.

Through consultation with the City Engineer, a method of calculating a property owner's fair pro-rata share of the improvements based on actual (if available) or calculated water usage based on land-use or structure use type.

If this Agreement is approved, each property owner who has been determined to benefit from the improvements would pay a fair pro-rata share of the \$795,333.00 if and when they have or were to connect to the improvements within 15 years of the date of the Agreement, or longer if the Agreement was extended.

A copy of the proposed Agreement and notification that the Agreement would be considered at the February 9, 2009, Gig Harbor City Council meeting was sent via certified mail to each of the affected property owners listed in the agreement on January 30, 2009, and advertised in the Gateway Newspaper on January 21, 2009.

Council heard public testimony at the February 9th Council meeting from Mr. Pearson representing the Sportsman Club property objecting to inclusion in the Agreement.

Changes since February 9th, 2009 Council meeting: Since the February 9th Council meeting, Franciscan Health Systems (FHS) has worked out an agreement to pay OPG directly their fair pro-rata share for the improvements constructed by OPG. As a result, there have been changes to the Latecomers Agreement to reflect said change. The separate agreement between OPG and FHS did not change any of the other affected property owners fair pro-rata share amounts in the Latecomers Agreement.

FISCAL CONSIDERATION

The City would collect the pro-rata shares from each property owner on behalf of OPG. To cover the City's administrative costs of billing and collecting the pro-rata shares, the City would charge OPG a 5% charge on any collected amounts, and is thus considered cost-neutral to the City.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Staff recommends approval of the proposed Ordinance and the Harbor Hill Water Tank and Mainline Extension Latecomers Agreement.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, DETERMINING THE FINAL ASSESSMENT REIMBURSEMENT AREA AND PRO RATA SHARES OF REIMBURSABLE COSTS IN CONNECTION WITH THE HARBOR HILL WATER TANK AND MAINLINE EXTENSION LATECOMERS AGREEMENT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, chapter 35.91 of the Revised Code of Washington authorizes cities to enter into latecomer agreements for the purpose of providing partial reimbursement of certain water and sewer improvement costs paid by a private party; and

WHEREAS, chapter 13.35 of the Gig Harbor Municipal Code authorizes the City to enter into latecomer agreements for water and sewer improvements; and

WHEREAS, OPG Properties LLC, a Washington limited liability company, performed certain improvements including construction of the Harbor Hill Water Tank and mainline extension in conjunction with development of its property;

WHEREAS, OPG Properties LLC applied to the City for a latecomer agreement for reimbursements of said water and sewer improvements; and

WHEREAS, the City Engineer determined that the application of OPG Properties LLC met the criteria set forth in chapter 35.91 of the Revised Code of Washington and chapter 13.35 of the Gig Harbor Municipal Code, and approved the application; and

WHEREAS, as authorized in GHMC 13.35.080, OPG Properties LLC proposed the method for determining the fair pro rata share assessment, as later adjusted and accepted by the City Engineer, and made a preliminary determination of the assessment reimbursement area and pro rata share of costs to affected property owners by selecting a method of cost apportionment based on the benefit of the improvements and the proportional share of the reserved tank volume for each of the affected property owners; and

WHEREAS, copies of the proposed latecomer agreement and pro rata share of costs were sent via certified mail to each affected property owner listed in the agreement on December 26, 2008, along with notice of the City Council's consideration on January 12, 2009, and the same was also advertised in the Gateway Newspaper on December 31, 2008; and

WHEREAS, since that time, the City found a need to adjust the pro rata share of costs and new documents and notice of the City Council's further consideration on February 9, 2009, were provided to affected property owners on January 29, 2009; and

WHEREAS, the City Council considered the latecomer agreement and pro rata share of costs on February 9, 2009 and February 23, 2009, and considered all testimony presented; now, therefore,

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

Section 1. Assessment Reimbursement Area. The City Council hereby adopts as its final determination the preliminary determination of the assessment reimbursement area as recommended by the City Engineer and

as identified on **Exhibit C** attached hereto and incorporated herein by this reference.

Section 2. Reimbursable Costs. The City Council hereby adopts as its final determination the total cost calculations, allocations among the benefited properties, and pro rata shares of reimbursable costs as recommended by the City Engineer and as identified on **Exhibit D**.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of the attached summary, which is hereby approved.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

ANGELA S. BELBECK

FILED WITH THE CITY CLERK: 02/23/08
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

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):

Harbor Hill Water Tank and Mainline Extension Latecomers Agreement

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

OPG Properties LLC

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

City of Gig Harbor

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

Portions of Sections 25, Township 22 North, Range 1 East, and Sections 30 and 31, Township 22 North, Range 2 East, W.M., Pierce County, Washington

Complete legal description is at Exhibit C (pages 12 to 18) hereto

Assessor's Property Tax Parcel or Account number:

0122254090, 0222303002, 0122254073, 0122254051, 0122254072, 0222312039,
0222312027, 0222312028, 0222316001, 0222316002, 0222316003, 0222316004,
0222312023, 0222313023, 0222313044, 0222314016

Reference number(s) of documents assigned or released: None.

**HARBOR HILL WATER TANK AND
MAINLINE EXTENSION LATECOMERS AGREEMENT**

THIS AGREEMENT is made this _____ day of February, 2009, by and between OPG Properties LLC, a Washington Limited Liability Company, and the City of Gig Harbor, situate in Pierce County, Washington, the parties respectively referred to herein as "Owner" and "City".

WITNESSETH:

RECITALS

1. The City owns and operates a water system within and adjacent to its limits; and
2. The Owner has constructed, under agreement with the City, pursuant to the Municipal Water and Sewer Facilities Act, RCW 35.91.010, et seq., certain improvements to said system more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Improvements"), which Improvements are capable of serving areas now owned by the Owner or its affiliate Harbor Hill LLC and other real property; and
3. The Improvements are located within the area served by the City's water system and have been accepted by the City for maintenance and operation; and
4. The Owner has transferred to the City title to the Improvements free and clear of all encumbrances, by a Bill of Sale executed and delivered by Owner to the City on or after July 25, 2006, after acceptance of the Improvements for maintenance by the City; and
5. The cost of construction of the Improvements under the provisions of said Municipal Water and Sewer Facilities Act is Three Million Forty-three Thousand Three Hundred Eight Dollars and Sixty-three Cents (\$3,043,308.63) (the "Project Cost"), as detailed on **Exhibit "B"** attached hereto and by this reference incorporated herein, which amount includes without limitation all design, engineering, construction, carrying costs, and construction management and processing fees incurred by or on behalf of the Owner; and
6. The area intended to be served and directly benefited by the Improvements is 540.13 gross acres located within fifty-one (51) tax parcels (the "Benefited Property"). Of the Benefited Property, the Owner is liable to bear the fair share allocation of the Project Cost as to 423.81 gross acres located within thirty-five (35) tax parcels and other property owners are liable for the fair share allocation of the Project Cost as to 116.32 gross acres located within sixteen (16) tax parcels (the "Assessed Property"). The Assessed Property is described in

Exhibit "C" attached hereto and by this reference incorporated herein. The term "tax parcel" as used in this Agreement means "tax parcel as described on **Exhibit "C"** attached hereto" or as otherwise described and numbered by the Office of the Pierce County Assessor as of March 31, 2008, regardless whether such parcel subsequently was consolidated or divided; and

7. The City has determined and the Owner has agreed that the fair share allocation of the Project Cost is described in this Agreement and is set forth as to each tax parcel on **Exhibit "D"** attached hereto and by this reference incorporated herein (the "Fair Pro Rata Share"), to be collected from the owner or owners of any portion of the Assessed Property upon the first to occur of either the date that such owner records a final plat, binding site plan, or condominium declaration relating to the lot, tract, or parcel in the real property records of Pierce County or the date the owner taps into or connects to the City's water system; and

8. The City and Owner desire and intend by this Agreement to provide for collection of the Fair Pro Rata Share from the owners of the Assessed Property, under the provisions of the Municipal Water and Sewer Facilities Act, PROVIDED, that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said system of which the Improvements shall become a part under the terms of this Agreement, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The imposition by the City of any such requirement shall not be deemed an impairment of this Agreement though it may be imposed in such a manner as to refuse service to an owner of the Assessed Property in order to secure compliance with such requirements of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

AGREEMENT

A. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

B. Owner warrants that it has conveyed to the City ownership of the Improvements described in **Exhibit "A,"** that it has neither permitted nor suffered any person or other entity to tap into or connect to said Improvements prior to the date of this Agreement, that the Fair Pro Rata Share is to be assessed against the owner of each parcel within the Assessed Property who taps into or connects to the City's water system, and does further warrant that there are no persons, firms, or corporations who have filed or have the right to file a lien against the Improvements pursuant to the provisions of Title 60 of the Revised Code of Washington, other than those heretofore filed that have been satisfied. In the event that any lien or other claim against said Improvements is asserted, Owner shall defend and save harmless the City from loss on account thereof, and in the event the City shall be put to any expense in defense of

such claim or otherwise, then the City shall have a lien against any Fair Pro Rata Share funds then or thereafter deposited with it pursuant to this Agreement.

C. The City has accepted and hereby agrees to maintain the Improvements as part of its water system and further agrees to collect the Fair Pro Rata Share from the owners of the Assessed Property who tap into or use the same, and the Fair Pro Rata Share of the Improvements shall be conclusively presumed to be a fair pro rata charge against the Assessed Property. Each owner of any lot, tract, or parcel within the Assessed Property shall pay the City its Fair Pro Rata Share upon the first to occur of either the date that such owner records a final plat, binding site plan, or condominium declaration relating to the lot, tract, or parcel in the real property records of Pierce County or the date the owner taps into or connects to the City's water system. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from the City's water system and in addition to the Fair Pro Rata Share agreed to be collected by the City in this paragraph, a sum equal to five percent (5%) of the Fair Pro Rata Share, to be collected from owners of the Assessed Property, which sum shall be used by the City to defray the cost of labor, bookkeeping, and accounting, pursuant to the terms of this Agreement.

D. The Project Cost for the Improvements, including costs eligible for reimbursement under this Agreement, is itemized on **Exhibit "B"** attached hereto. The Fair Pro Rata Share latecomer's assessment for tax parcels within the Assessed Property is set forth on **Exhibit "D"** attached hereto and shall be based upon the following formula:

The Fair Pro Rata Share assessment for each parcel is the current estimated gallons per day used by the parcel upon completion of development of the parcel, as set forth on Exhibit D, divided by the total estimated gallons per day used by all of the Assessed Property (377,299 gallons per day) upon completion of development, multiplied by the Project Cost (\$3,043,308.63).

For example, if the current estimated gallons per day to be used by a parcel upon completion of development of the parcel is 5,700, then 5,700 divided by 377,299 equals 0.015107382, multiplied by \$3,043,308.63 equals a Fair Pro Rata Share assessment of \$45,976.43.

The current estimated gallons per day used by the parcel upon completion of development of the parcel, as set forth on Exhibit D, is calculated as follows:

(1) Completed Developments. As to parcels on which development is complete as of the making of this Agreement, the current estimated gallons per day used by the parcel is based on the actual average daily use of water during the peak two-month period, except that where the development has been completed and in use for less than twelve months, the higher of the actual average daily use of water during the peak two-month period or the current estimated gallons per day using the formula for Future Nonresidential, Non-hospital Developments described below was used.

(2) Future Residential Developments. As to parcels on which development is not complete as of the making of this Agreement, if the highest and best use of the parcel is residential based on current zoning regulations and other factors, then the current estimated gallons per day used by the parcel is based on the net usable area of the parcel, in acres, multiplied by the current estimated number of dwelling units per acre upon completion of development of the parcel, multiplied by the current estimated number of persons per dwelling unit, multiplied by the current estimated rate of water use per person per day, in gallons.

(3) Future Hospital Developments. As to parcels on which development is not complete as of the making of this Agreement, if the highest and best use of the parcel is hospital based on current zoning regulations and other factors, then the current estimated gallons per day used by the parcel is based on the current estimated number of hospital beds within the parcel, multiplied by the current estimated rate of water use per hospital bed per day, in gallons.

(4) Future Nonresidential, Non-hospital Developments. As to parcels on which development is not complete as of the making of this Agreement, if the highest and best use of the parcel is nonresidential and non-hospital based on current zoning regulations and other factors, then the current estimated gallons per day used by the parcel is based on the net usable area of the parcel, in acres, multiplied by the current estimated number of persons per acre upon completion of development of the parcel, multiplied by the current estimated rate of water use per person per day, in gallons.

The Owner's share of the Project Cost is \$2,506,088.45 based upon the formula described above. The Fair Pro Rata Share of the Project Cost allocated to the Assessed Property is \$537,220.18. The Fair Pro Rata Share for each lot, tract, or parcel within the Assessed Property shall be based upon the formula described above. The Fair Pro Rata Share for each tax parcel within the Assessed Property is set forth on "**Exhibit D**" attached hereto and by this reference incorporated herein.

E. The City shall pay to the Owner the sums agreed by the City to be collected under this Agreement within sixty (60) days after receipt thereof at the address of the Owner as set forth hereinafter or at such other addresses as the Owner shall provide by Certified Mail. Every two (2) years after the effective date of this Agreement, the Owner shall provide the City with information regarding the current name, address, and telephone number of the Owner. If the Owner shall fail to comply with the notification requirements of this section within sixty (60) days after the specified time, then the City may collect and retain any reimbursements owed to the Owner under this Agreement. Such funds shall be deposited in the capital fund of the City. The City shall not be responsible for locating the Owner or any successors or assigns.

F. The Owner agrees to indemnify and hold the City harmless from any liability for damages of any kind or nature whatsoever arising out of claims filed against the City as the

result of any action taken by the City or the Owner pursuant to this Agreement and shall defend the City whenever the City is named in a lawsuit in which this Agreement is at issue and pay all costs of such defense, including but not limited to attorneys' fees and expert witness fees, except to the extent that the acts or omissions of the City, its officers, officials, employees, representatives and agents, constitute negligence or intentional misconduct. At the City's option, the City may elect to be defended in any such litigation by the City Attorney's Office, and in such event the Owner agrees to reimburse the City for all costs of such defense, including attorneys' fees and expert witness fees. In addition, the Owner hereby agrees to release, indemnify, defend and hold the City, its officials, officers, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any third persons asserting that the formula used to determine either the Assessed Properties or the amount of such Assessment is in error or does not amount to a fair pro rata charge.

The Owner agrees that the City shall not be liable for money damages to the Owner for failing to collect any Fair Pro Rata Share called for by the terms of this Agreement and shall not be obligated to make any payment to Owners until the Fair Pro Rata Share actually has been received by the City. If the City shall fail to collect the Fair Pro Rata Share from any owner of any lot, tract, or parcel within the Assessed Property who subsequently taps into or uses the Improvements, then the Owner may at its option collect the Fair Pro Rata Share from the owner, in which case the City shall not collect either the Fair Pro Rata Share or the administrative fee described in Section C above.

G. In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by operation of law, then the City shall pay all benefits accruing hereunder, after timely notice, to such successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this Agreement, then the City may, at its option, commence an action in interpleader joining any party claiming rights under this Agreement, or other parties the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and cost, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

H. The City agrees not to allow an Owner or other user of any portion of the Assessed Property to tap into, connect to, or use the City's water system without such owner or user having first paid the Fair Pro Rata Share to the City.

I. The City shall be entitled to rely, without any resulting liability to the City, on the provisions of this Agreement with respect to the fairness of the Fair Pro Rata Share herein provided and upon the designation and description of the Assessed Properties set forth in **Exhibit "C"** attached hereto.

J. This Agreement shall become operative immediately after recording with the Auditor of Pierce County, at the expense of the Owner, and shall remain in full force and effect for a period of fifteen (15) years after the date of such recording, or until the Owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier; provided, that in the event the Improvements shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of the City's water system, such determination of uselessness to be in the absolute discretion of the City Engineer, then the City's obligation to collect for the Owner the Fair Pro Rata Share pursuant to this Agreement shall cease.

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

L. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

City:	Owner:
City of Gig Harbor	OPG Properties LLC
Attn: City Engineer	Attn: President
3510 Grandview Street	19245 Tenth Avenue N.E.
Gig Harbor, WA 98335	Poulsbo, WA 98370

M. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

N. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

O. Any invalidity, in whole or in part, of any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

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

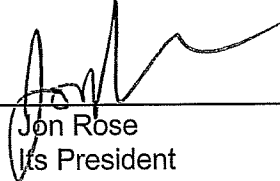
Q. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

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

CITY OF GIG HARBOR

OPG PROPERTIES LLC

By: _____
Its Mayor

By: 
Jon Rose
Its President

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: _____

EXHIBITS:

- A - Description of Improvements
- B - Project Cost Detail
- C - Legal Description of Assessed Property
- D - Fair Pro Rata Share Project Cost Allocation

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

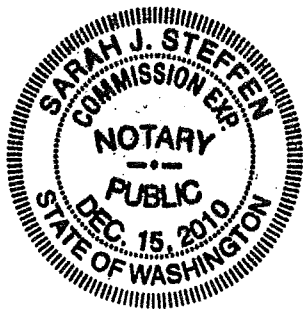
Dated: _____

NOTARY PUBLIC, State of Washington,
Print Name: _____
Residing at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that JON ROSE 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 President of OPG PROPERTIES LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2/17/09



Sarah J. Steffen

NOTARY
PUBLIC, State of Washington
Print Name: SARAH J. STEFFEN
Residing at: Palisbo, WA
My Commission expires: 12/15/2010

**EXHIBIT A
DESCRIPTION OF IMPROVEMENTS**

1. 2.3-million-gallon ground supported standpipe water reservoir located on Harbor Hill, Gig Harbor, Washington, and
2. 16-inch diameter water line extension of 4,800 feet in length, connecting to existing City water main on Borgen Boulevard, Gig Harbor, Washington.

**EXHIBIT B
PROJECT COST DETAIL**

Water System Development Cost Summary

<u>Paid To:</u>	<u>Description:</u>	<u>Amount:</u>
Apex Engineering	Stake Tank Foundaton	962.00
City of Gig Harbor	Tank Permit Fees	19,428.63
City of Gig Harbor	Tank Access Road Permit Fees	6,639.00
DEA	Tank Site Survey	11,035.00
DEA	Tank Access Survey	7,888.00
DEA	Access Road Water Main Design	28,091.50
DEA	Water Tank/Lines Bid Set	10,655.00
DEA	Water Tank Siting Assistance	8,442.50
HDR	Water Tank Design	84,232.61
HDR	Water Line Design	13,846.26
HDR	Water Tank Sizing	12,655.81
HDR	Tank Construction Management	54,889.26
Parker Smith Feek	Tank Maint. Bond	6,238.00
Parker Smith Feek	Tank Access Rd. Maint. Bond	1,067.00
PenLight	Power Service to tank	3,919.90
Pyramid	Water Tank Permitting Coord.	4,110.00
Pyramid	Water Tank Power Coordination	5,190.00
Pyramid	Water Tank Easement Prep	1,740.00
Pyramid	Latecomers Agreement Prep	510.00
Pyramid	Water Main As-built Preparation	1,050.00
T Bailey Inc.	Water Tank Construction	2,252,510.59
Tucci	Tank Access Road/Water Main Construction	508,209.55
Total		3,043,308.63

Notes:

- 1. Copies of actual invoices available upon request.



Peter D. Gonzales, P.E.
Pyramid Engineering, LLC

**EXHIBIT C
LEGAL DESCRIPTION OF ASSESSED PROPERTY**

**No. 1 - Parcel No. 0122254090
Swede Hill LLC**

That portion of the Southeast Quarter of Section 25, Township 22 North, Range 1 East of the W.M. described by the Record of Survey recorded under recording number 200507215004, Records of Pierce County, Washington.

**No. 4 - Parcel No. 0222303002
United Western Development Inc**

The East half of Southeast Quarter of Southwest Quarter of Section 30, Township 22 North, Range 2 East of W.M., excluding Borgen Boulevard, in Pierce County, Washington

**No. 9 - Parcel No. 0122254073
Gig Harbor North Annex LLC**

That portion of the following described property lying westerly of the westerly line of the Tacoma-Lake Cushman transmission line right of way:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;
Thence North 01° 48' 52" East 660 feet;
Thence North 88° 01' 08" West 533.63 feet;
Thence South 31° 29' West 34.46 feet;
Thence North 88° 01' 08" West 188.04 feet to east line of tract conveyed to A.T. Snow and Marguerite Snow by Warranty Deed dated November 23, 1960 under Recording Number 1907316;
Thence South along said east line to southeast corner thereof;
Thence North 88° 01' 08" West to Easterly line of widened State Highway No. 14;
Thence southeasterly along said easterly line to south line of Section;
Thence along said south line east to beginning;
Except 100 foot right of way as appropriated by the City of Tacoma in Pierce County Superior Court Cause Number 51234.

Except the following described property:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M.;
Thence North 87° 24' 49" West along the south line of said section 717.00 feet to the easterly line of State Road #16 as per map thereof, Narrows Bridge to Olympic Drive, on

Sheet 14 of 52 as approved March 19, 1970, and being the northerly line of frontage road for relinquishment to Pierce County;

Thence North 40° 04' 24" West along said frontage road line 192.83 feet to the True Point of Beginning;

Thence North 50° 53' 03" East 194.52 feet;

Thence North 04° 57' 18" East 103.76 feet;

Thence North 84° 02' 16" West 143.68 feet;

Thence South 63° 35' 31" West 112.21 feet;

Thence South 88° 45' 55" West 72.32 feet to the northeasterly line of said frontage road being a curve having a radius of 340 feet with said radius bearing North 57° 16' 11" East;

Thence southeasterly along said curve 43.57 feet;

Thence South 40° 04' 24" East 201.90 feet to the True Point of Beginning.

Also except that portion deeded to the State of Washington.

Also except Canterwood Boulevard NW.

Also except the following described property:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;

Thence North 87° 24' 49" West along the south line of said section 534.06 feet to the True Point of Beginning;

Thence North 87° 24' 49" West 182.94 feet to the easterly line of State Road #16 as per map thereof, Narrows Bridge to Olympic Drive, on Sheet 14 of 52 as approved March 19, 1970, and being the northerly line of frontage road, for relinquishment to Pierce County;

Thence North 40° 04' 24" West along said frontage road line 192.83 feet;

Thence North 50° 53' 03" East 194.52 feet;

Thence South 29° 14' 49" East 319.23 feet to the True Point of Beginning.

Also except that portion deeded to the State of Washington.

Also except Canterwood Boulevard NW.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

**No. 10 - Parcel No. 0122254051
Gig Harbor North Annex LLC**

Commencing at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;
Thence North 01° 48' 52" East 660 feet;
Thence North 88° 01' 08" West 533.63 feet;
Thence South 31° 29' West 34.46 feet;
Thence North 88° 01' 08" West 188.04 feet;
Thence North 01° 59' East for a distance of 30 feet, being the True Point of Beginning;
Thence North 88° 01' 08" West 576.80 feet;
Thence South 01° 48' 58" West 209 feet;
Thence South 88° 01' 08" East 576.80 feet;
Thence North to the True Point of Beginning.

Except that portion deeded to Buchanan Lumber Company for road under Recording Number 1923631.

Also except that portion deeded to the State of Washington.

**No. 11 - Parcel No. 0122254072
Gig Harbor North Annex LLC**

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;
Thence North 87° 24' 49" West along the south line of said section 717.00 feet to the easterly line of State Road #16 as per map thereof, Narrows Bridge to Olympic Drive, on Sheet 14 of 52 as approved March 19, 1970, and being the northerly line of frontage road, for relinquishment to Pierce County;
Thence North 40° 04' 24" West along said frontage road line 192.83 feet to the True Point of Beginning;
Thence North 50° 53' 03" East 194.52 feet;
Thence North 04° 57' 18" East 103.76 feet;
Thence North 84° 02' 16" West 143.68 feet;
Thence South 63° 35' 31" West 112.21 feet;
Thence South 88° 45' 55" West 72.32 feet to the northeasterly line of said frontage road being a curve having a radius of 340 feet with said radius bearing North 57° 16' 11" East;
Thence southeasterly along said curve 43.57 feet;
Thence South 40° 04' 24" East 201.90 feet to the True Point of Beginning.

Except that portion thereof deeded to the State of Washington.

Also except Canterwood Boulevard NW.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

Together with the following described parcel:

Beginning at the southeast corner of Section 25, Township 22 North, Range 1 East, W.M., in Pierce County, Washington;

Thence North 87° 24' 49" West along the south line of said section 534.06 feet to the True Point of Beginning;

Thence North 87° 24' 49" West 182.94 feet to the easterly line of State Road #16 as per map thereof, Narrows Bridge to Olympic Drive, on Sheet 14 of 52 as approved March 19, 1970, and being the northerly line of frontage road, for relinquishment to Pierce County;

Thence North 40° 04' 24" West along said frontage road line 192.83 feet;

Thence North 50° 53' 03" East 194.52 feet;

Thence South 29° 14' 49" East 319.23 feet to the True Point of Beginning.

Except that portion thereof deeded to the State of Washington.

Also except Canterwood Boulevard NW.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

**No. 38 - Parcel No. 0222312029
McCormick Creek LLC**

The North 330 feet of the West half of the Southeast Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M., except the North 60 feet thereof.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

**No. 39 - Parcel No. 0222312027
McCormick Creek LLC**

The North 80 feet of that portion of the North half of the Southwest Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M. lying Easterly of the City of Tacoma's Lake Cushman Electric Power Line Right of Way. And The North 60 feet of the North 330 feet of the West half of the Southeast Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M.

Situate in the City of Gig Harbor, County of Pierce, State of Washington.

**No. 40 - Parcel No. 0222312028
McCormick Creek LLC**

That portion of the North half of the Southwest Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M. lying Easterly of the City of Tacoma's Lake Cushman Electric Power Line Right of Way, except the North 80 feet thereof. Situate in the City of Gig Harbor, County of Pierce, State of Washington.

**No. 41 - Parcel No. 0222316001
Loretta Laramore**

Lot 1 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

**No. 42 - Parcel No. 0222316002
Loretta Laramore**

Lot 2 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

**No. 43 - Parcel No. 0222316003
Loretta Laramore**

Lot 3 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

**No. 44 - Parcel No. 0222316004
Loretta Laramore**

Lot 4 of Short Plat, as recorded under recording number 8510020266, Records of Pierce County, Washington.

**No. 45 - Parcel No. 0222312023
McCormick Creek LLC**

That portion of the South half of the Southwest Quarter of the Northwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M. lying Easterly of the City of Tacoma's Lake Cushman Electric Power Line Right of Way. And All that portion of Government Lot 3 of Section 31, Township 22 North, Range 2 East of the W.M., described as follows:
Commencing at the Northeast corner of said Government Lot 3 of Section 31, Township 22 North, Range 2 East of the W.M.; Thence South 01°10'40" West along the East line of Government Lot 3, 496.36 feet to a point 833.20 feet North of the Southeast corner of said Government Lot 3, thence North 88°20'24" West 378.94 feet to a point on the easterly Right of Way line of Tacoma-Lake Cushman Transmission Line; thence North 13°26'07" West

along said Easterly Right of Way Line 514.56 feet to a point on the East-West Centerline of said Section 31, thence along said East-West Centerline South 88°17'17" East 508.77 feet to the point of beginning.
Situates in the City of Gig Harbor, County of Pierce, State of Washington.

**No. 49 - Parcel No. 0222313023
McCormick Creek LLC**

The North 300 feet of the South 900 feet of the West half of the Northeast Quarter of the Southwest Quarter of Section 31, Township 22 North, Range 2 East of the W.M., in Pierce County, Washington.

**No. 50 - Parcel No. 0222313044
Gig Harbor Sportsman's Club**

Parcel "A" The East half of the Northeast quarter of the Southwest Quarter in Section 31, Township 22 North, Range 2 East of the Willamette Meridian. Except the North half of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of said Section.
Situates in the County of Pierce, State of Washington.

Parcel "B" That portion of the East half of the Southeast Quarter of the Southwest Quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian, lying East of the Gig Harbor Longbranch Highway. Except the South 660 feet thereof.
Situates in the County of Pierce, State of Washington.

Parcel "C" That portion of the West 50 feet of the North 330 feet of the South 660 feet of the East half of the Southeast Quarter of the Southwest Quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian lying East of the Gig Harbor Longbranch Highway.
Situates in the County of Pierce, State of Washington.

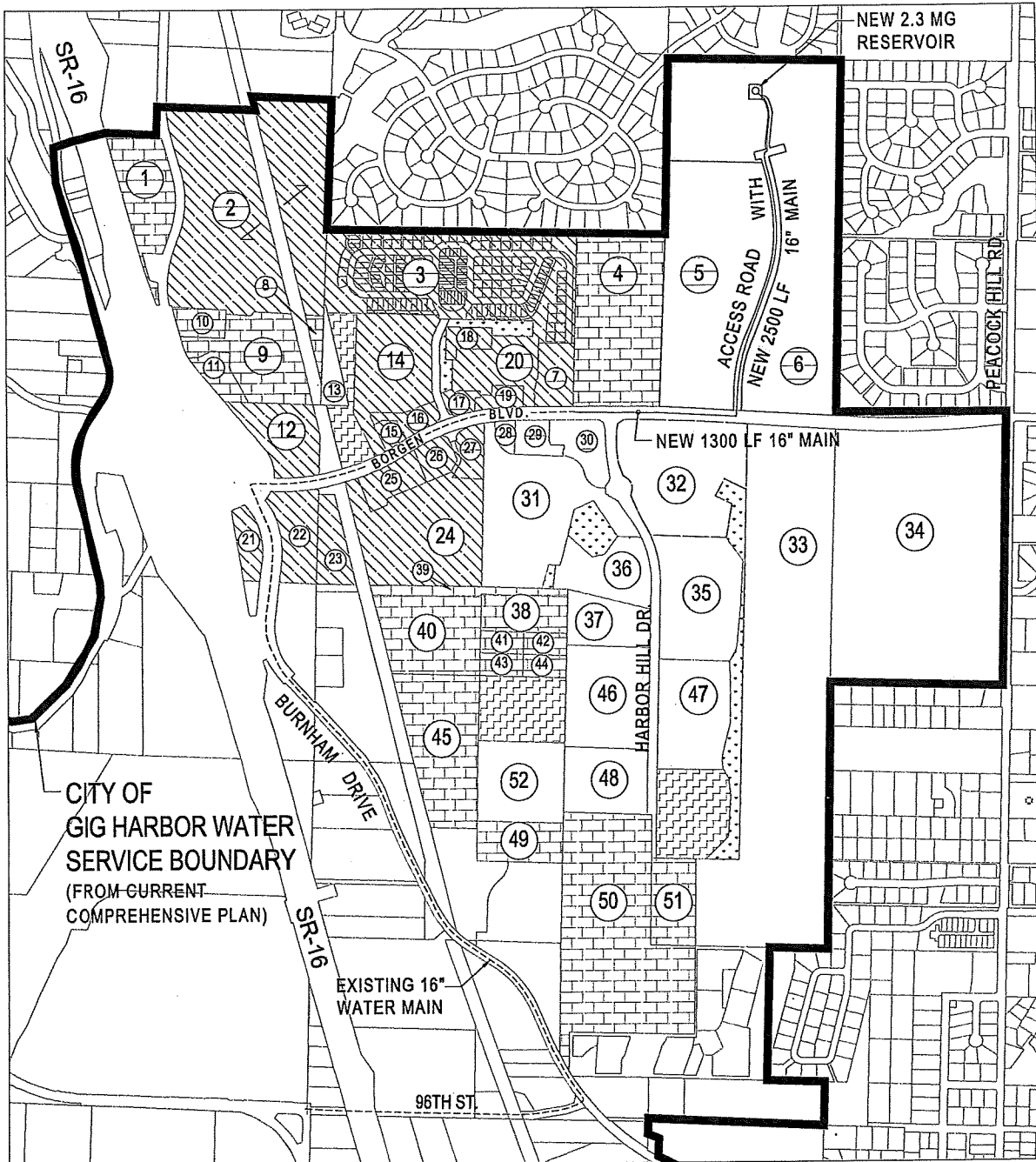
Parcel "D" The Southwest Quarter of the Southeast Quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian. Except the South 550 feet thereof. Also except the East 990 feet thereof.
Situates in the County of Pierce, State of Washington.

**No. 51 - Parcel No. 0222314016
Gig Harbor Sportsman's Club**

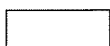
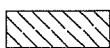
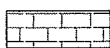

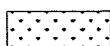
The South half of the West half of the West half of the Northwest quarter of the Southeast quarter of Section 31, Township 22 North, Range 2 East of the Willamette Meridian. Subject to and together with easements, conditions and/or restrictions of record.
Situates in the County of Pierce, State of Washington.

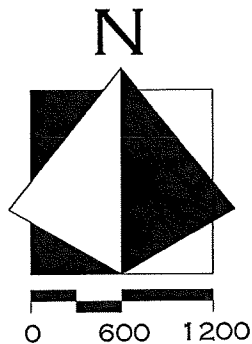
EACH PARCEL LEGALLY DESCRIBED ON EXHIBIT C IS GRAPHICALLY DEPICTED ON THE FOLLOWING DRAWING AND BEARS THE SAME NUMBER ON BOTH. FOR EXAMPLE, THE GRAPHICAL DEPICTION BELOW OF PARCEL "NO. 1" ON EXHIBIT C BEARS THE NUMBER "1" WITHIN A CIRCLE BELOW. NOTWITHSTANDING, NO WARRANTY IS MADE AS TO THE ACCURACY OF THIS DRAWING AND IT SHALL NOT ALTER OR MODIFY THE OTHER TERMS OF THE AGREEMENT.

[See attached page.]



LEGEND

-  OWNED BY HARBOR HILL
-  ASSESSMENT PAID BY HARBOR HILL UNDER PRIOR AGREEMENT
-  PARCELS
-  REGIONAL DRAINAGE CONTROL FACILITIES
-  WETLAND/OPEN SPACE TRACTS



**LATECOMERS
COVERAGE AREA**

02/17/09

**EXHIBIT D
FAIR PRO RATA SHARES**

[See attached page.]

EXHIBIT D
GIG HARBOR NORTH WATER RESERVOIR
LATECOMER AGREEMENT ASSESSMENT COMPUTATION

PARCEL	TAX PARCEL NUMBER	OWNER	ZONE or Use	GROSS AREA (Acres)	NET USABLE AREA (Ac.)	DWELLING UNITS PER ACRE OR TOTAL BEDS	PERSONS PER UNIT or Acre	WATER USE		GALLONS USED PER DAY	FAIR SHARE CALCULATION	OPG Allocation	Assessed Property Allocation
								RATE (GPCD)	PER DAY				
1	0122254090	Swede Hill LLC	B-2	7.60	3.60	N/A	30.00	400.00	2,700	\$ 21,778.29	N/A	\$ 21,778.29	
2	0122254083	Franciscan Health System West	Hospital	37.73	N/A	80.00	N/A	400.00	32,000	\$ 258,113.06	\$ 258,113.06	N/A	
3	0222303010	Little Boat North Inc. (subdivided)	RMD	29.28	23.00	8.00	1.94	70.00	24,987	\$ 201,547.58	\$ 201,547.58	N/A	
4	0222303002	United Western Development Inc and Quadrant Corp.	RMD	18.88	15	8.00	1.94	70.00	16,296	\$ 131,444.07	N/A	\$ 131,444.07	
5	0222304000	OPG Properties LLC (North RMD)	RMD	29.42	29.42	8.00	1.94	70.00	31,962	\$ 257,805.65	\$ 257,805.65	N/A	
6	0222304000	OPG Properties LLC (North RLD)	RLD	49.04	49.04	4.00	2.40	70.00	32,955	\$ 265,815.15	\$ 265,815.15	N/A	
7	0222303011	SHDP Assoc LLC & Capital Management Group Inc.	BP	2.54	2.04	N/A	30.00	25.00	1,526	\$ 12,312.48	\$ 12,312.48	N/A	
8	0122254074	Gig Harbor North Annex LLC	RB-2	0.74	0.00	N/A	30.00	25.00	0	\$ -	N/A	\$ -	
9	0122254073	Gig Harbor North Annex LLC	RB-2	9.02	0.47	N/A	30.00	25.00	353	\$ 2,843.28	N/A	\$ 2,843.28	
10	0122254051	Gig Harbor North Annex LLC	RB-2	1.68	0.65	N/A	30.00	25.00	488	\$ 3,932.19	N/A	\$ 3,932.19	
11	0122254072	Gig Harbor North Annex LLC	RB-2	2.00	0.15	N/A	30.00	25.00	113	\$ 907.43	N/A	\$ 907.43	
12	0122361075	SHDP Assoc LLC & Capital Management Group Inc.	BP	5.95	2.98	N/A	30.00	25.00	2,231	\$ 17,997.34	\$ 17,997.34	N/A	
13	0222303003	Tacoma City Light	RB-2	1.09	0.00	N/A	0.00	0.00	0	\$ -	\$ -	N/A	
14	4002060011	Target Corporation	C	10.76			Avg Daily Use over peak 2 month period		2,926	\$ 23,601.21	\$ 23,601.21	N/A	
15	4002060060	Gig Harbor North LLC (Washington Mutual)	C	0.80			Avg Daily Use over peak 2 month period		772	\$ 6,226.98	\$ 6,226.98	N/A	
16	4002060050	Gig Harbor North LLC (Retail Bldg "C")	C	1.51			Avg Daily Use over peak 2 month period		2,281	\$ 18,398.62	\$ 18,398.62	N/A	
17	4002060070	Gig Harbor North LLC (Key Bank)	C	0.91			Avg Daily Use over peak 2 month period		49	\$ 395.24	\$ 395.24	N/A	
18	4002060030	Gig Harbor North LLC (Retail Bldg "A")	C	1.42			Avg Daily Use over peak 2 month period		6,082	\$ 49,057.61	\$ 49,057.61	N/A	
19	4002060040	Gig Harbor North LLC (Retail Bldg "B")	C	1.11			Avg Daily Use over peak 2 month period		1,937	\$ 15,623.91	\$ 15,623.91	N/A	
20	4002060020	New Albertsons, Inc	C	5.43			Avg Daily Use over peak 2 month period		5,735	\$ 46,258.70	\$ 46,258.70	N/A	
21	0122361073	SHDP Assoc LLC & Capital Management Group Inc.	BP	2.10	0.00	N/A	30.00	25.00	0	\$ -	\$ -	N/A	
22	0122361074	SHDP Assoc LLC & Capital Management Group Inc.	BP	4.75	2.38	N/A	30.00	25.00	1,781	\$ 14,367.62	\$ 14,367.62	N/A	
23	0222312038	SHDP Assoc LLC & Capital Management Group Inc.	BP	3.64	1.82	N/A	30.00	25.00	1,365	\$ 11,010.14	\$ 11,010.14	N/A	
24	4002070041	HD Development of Maryland, Inc. (Home Depot)	C	16.00			Avg Daily Use over peak 2 month period		5,107	\$ 41,193.23	\$ 41,193.23	N/A	
25	4002070010	Gig Harbor South LLC (Office Depot & Petco)	C	2.70			Avg Daily Use over peak 2 month period		1,312	\$ 10,582.64	\$ 10,582.64	N/A	
26	4002070020	Gig Harbor South LLC (Pier 1 Imports)	C	1.66			Avg Daily Use over peak 2 month period		197	\$ 1,589.01	\$ 1,589.01	N/A	
27	4002070090	Gig Harbor South LLC (McDonalds Corporation)	C	1.81			Avg Daily Use over peak 2 month period		2,934	\$ 23,665.74	\$ 23,665.74	N/A	
28	4002520010	Northwest Capital Investors LLC	C	0.72	0.58	N/A	30.00	25.00	432	\$ 3,484.53	\$ 3,484.53	N/A	
29	4002520020	Northwest Capital Investors LLC	C	1.77	1.42	N/A	30.00	25.00	1,062	\$ 8,566.13	\$ 8,566.13	N/A	
30	4002520030	Northwest Capital Investors LLC	C	3.46	2.77	N/A	30.00	25.00	2,076	\$ 16,745.08	\$ 16,745.08	N/A	
31	4002520040	Costco Wholesale Corporation	C	17.49	13.99	N/A	30.00	25.00	10,494	\$ 84,644.95	\$ 84,644.95	N/A	
32	4002470080	Harbor Hill LLC - Lot 6	BP	16.06	12.85	N/A	30.00	25.00	9,636	\$ 77,724.29	\$ 77,724.29	N/A	
33	0222311009	OPG Properties	RLD	65.67	65.67	4.00	2.40	70.00	44,130	\$ 355,955.95	\$ 355,955.95	N/A	

**EXHIBIT D
GIG HARBOR NORTH WATER RESERVOIR
LATECOMER AGREEMENT ASSESSMENT COMPUTATION**

PARCEL NUMBER	TAX NUMBER	OWNER	ZONE or Use	GROSS AREA (Acres)	NET USABLE AREA (Ac.)	DWELLING UNITS PER ACRE OR TOTAL BEDS	PERSONS PER UNIT or Acre	WATER USE RATE (GPCD)	GALLONS USED PER DAY	FAIR SHARE CALCULATION	OPG Allocation	Assessed Property Allocation
34	0222311000	OPG Properties	RLD	55.88	55.88	4.00	2.40	70.00	37,551	\$ 302,890.51	\$ 302,890.51	N/A
35	4002470050	Harbor Hill LLC - Lot 5	BP	12.76	10.21	N/A	30.00	25.00	7,656	\$ 61,753.55	\$ 61,753.55	N/A
36	4002470011	Harbor Hill LLC - Lot 1A	BP	6.41	5.13	N/A	30.00	25.00	3,846	\$ 31,021.96	\$ 31,021.96	N/A
37	4002470012	Harbor Hill LLC - Lot 1B	BP	5.07	4.06	N/A	30.00	25.00	3,042	\$ 24,536.87	\$ 24,536.87	N/A
38	0222312029	McCormick Creek LLC	R-1/MUD	4.00	3.60	4.00	2.40	70.00	2,419	\$ 19,513.35	N/A	\$ 19,513.35
39	0222312027	McCormick Creek LLC	R-1/MUD	2.48	2.23	4.00	2.40	70.00	1,500	\$ 12,098.30	N/A	\$ 12,098.30
40	0222312028	McCormick Creek LLC	R-1/MUD	10.45	9.41	4.00	2.40	70.00	6,320	\$ 50,978.62	N/A	\$ 50,978.62
41	0222316001	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 6,097.92	N/A	\$ 6,097.92
42	0222316002	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 6,097.92	N/A	\$ 6,097.92
43	0222316003	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 6,097.92	N/A	\$ 6,097.92
44	0222316004	Loretta Laramore	R-1/MUD	1.25	1.13	4.00	2.40	70.00	756	\$ 6,097.92	N/A	\$ 6,097.92
45	0222312023	McCormick Creek LLC	R-1/MUD	15.30	13.77	4.00	2.40	70.00	9,253	\$ 74,638.55	N/A	\$ 74,638.55
46	4002470020	YMCA of Tacoma-Pierce County	BP	11.00		Avg Daily Use over peak 2 month period			22,353	\$ 180,300.04	\$ 180,300.04	N/A
47	4002470040	Harbor Hill LLC - Lot 4	BP	10.06	8.05	N/A	30.00	25.00	6,036	\$ 48,686.58	\$ 48,686.58	N/A
48	4002470030	Harbor Hill LLC - Lot 3	BP	7.07	5.66	N/A	30.00	25.00	4,242	\$ 34,216.11	\$ 34,216.11	N/A
49	0222313023	McCormick Creek LLC	R-1/MUD	4.55	4.10	4.00	2.40	70.00	2,752	\$ 22,196.43	N/A	\$ 22,196.43
50	0222313044	Gig Harbor Sportsman's Club	R-1/MUD	30.36	27.32	4.00	2.40	70.00	18,362	\$ 148,106.31	N/A	\$ 148,106.31
51	0222314016	Gig Harbor Sportsman's Club	R-1/MUD	5.00	4.50	4.00	2.40	70.00	3,024	\$ 24,391.68	N/A	\$ 24,391.68
TOTAL									377,299	\$ 3,043,308.63	2,506,088.45	537,220.18

Notes
 1. Gross Areas from Assessor-Treasurer information unless otherwise provided.
 2. Net areas are Gross Area minus areas prohibited from development.
 3. Units, People per Acre, and gpcd are from Tank Sizing Calculations by HDR, and based on DOH Guidelines.
 4. The Fair Share Factor is the Project Cost (\$3,043,308.63) divided by the estimated total Gallons Per Day (377,299) used by all of the Assessed Property upon completion of development.
 5. OPG Properties LLC and Harbor Hill LLC are affiliated companies. OPG is the "Owner" under the Latecomer Agreement.
 6. Assumes connection of all affected parcels.
 7. GPCD = Gallons Per Capita Per Day



Subject: First Reading of Ordinance –
Truck Weight Limit on Pioneer Way.

Proposed Council Actions:

Review ordinance adding Chapter 10.16 Truck Weight Limits on Pioneer Way to the Gig Harbor Municipal Code and consider approval at second reading.

Dept. Origin: Public Works

Prepared by: David Stubchaer, P.E.
Public Works Director

For Agenda of: February 23, 2009

Exhibits: Proposed ordinance

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	<u>PSK 2/12</u>
Approved as to form by City Atty:	<u>approved via email</u>
Approved by Finance Director:	<u>N/A</u>
Approved by Department Head:	<u>DS 2/12/09</u>

Expenditure		Amount		Appropriation
Required	\$0	Budgeted	\$0	Required
				\$0

INFORMATION / BACKGROUND

Pioneer Way in the City of Gig Harbor is a steep street ending in a tee intersection at its lower end and its safety can be adversely affected by rain, snow or other climactic conditions. Safer alternatives to Pioneer Way exist for trucks to accommodate the transportation needs of the vicinity of Pioneer Way. The proposed ordinance addresses these issues by adding a new chapter to the City of Gig Harbor Municipal Code. The intent of the new Chapter 10.16, entitled Truck Weight Limits on Pioneer Way, is to limit the use of Pioneer Way by heavy trucks. The use of Pioneer Way by trucks with 3 axles or more would be limited to only those trucks that do not exceed 6,000 pounds unladen weight. The restriction would effectively eliminate all 18-wheeler trucks and most other 3 or more axle trucks except as discussed below.

Certain exemptions would be allowed as required under RCW 46.44.080 that requires the City to authorize by general rule or special permit the operation thereon by school buses, emergency vehicles and motor trucks transporting perishable commodities or commodities necessary for the health and welfare of local residents. Therefore, important and necessary activities such as access by emergency vehicles, or deliveries to businesses along Pioneer Way would still be able to occur. Exemptions are discussed in §10.16.030 of the proposed new chapter.

The new chapter also directs the Public Works Director to post signs that would let motorists know of the restrictions on Pioneer Way. Staff will also work with the Washington Department of Transportation in an effort to put appropriate signage on or before the SR16 off ramps to Pioneer Way.

FISCAL CONSIDERATION

None with this action.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Review ordinance adding Chapter 10.16 Truck Weight Limits on Pioneer Way to the Gig Harbor Municipal Code and consider approval at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STREETS; PROHIBITING THE USE OF PIONEER WAY BY TRUCKS EXCEEDING A CERTAIN WEIGHT; ADOPTING A NEW CHAPTER 10.16 ENTITLED "TRUCK WEIGHT LIMITS ON PIONEER WAY" TO THE GIG HARBOR MUNICIPAL CODE; DIRECTING THE PUBLIC WORKS DIRECTOR TO POST SIGNS DESIGNATING THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 46.44.080 authorizes the City to restrict the weight or prohibit the operation of motor trucks and other vehicles on City streets whenever the City streets, by reason of rain, snow, climatic or other conditions, will be seriously damaged or destroyed unless such operation is prohibited or restricted; and

WHEREAS, if the City chooses to restrict the weight or prohibit the operation of motor trucks or other vehicles on City streets, RCW 46.44.080 requires the City to authorize by general rule or special permit the operation thereon by school buses, emergency vehicles and motor trucks transporting perishable commodities or commodities necessary for the health and welfare of local residents, under such weight and speed restrictions that the City deems necessary to protect the street from undue damage; and

WHEREAS, Pioneer Way is a steep street ending in a tee intersection at its lower end and its safety can be adversely affected by rain, snow or other climactic conditions; and

WHEREAS, safer alternatives to Pioneer Way exist for trucks exceeding a certain weight to accommodate the transportation needs of the vicinity of Pioneer Way; and

WHEREAS, the City Council finds that trucks exceeding a certain weight and oversized vehicles traveling along Pioneer Way can cause structural damage to the street section and/or destruction of other elements relating to the safe operations of street such as curbs, roadway signs and street lighting; and

WHEREAS, the City Council wishes to extend the usable life of Pioneer Way by limiting unnecessary damage or destruction of City property and provide for the safe operations of Pioneer Way within the City; and

WHEREAS, the City Council believes that the establishment of a truck weight limit on Pioneer Way will increase the usable life of City streets by limiting unnecessary damage and will contribute to increased public safety on City streets; and

WHEREAS, the City SEPA Responsible Official has determined that this Ordinance is exempt; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of February 23, 2009 and March 9, 2009; Now, Therefore,

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

Section 1. A new chapter 10.16 is hereby added to the Gig Harbor Municipal Code, entitled "Truck Weight Limits on Pioneer Way," which shall read as follows:

CHAPTER 10.16

TRUCK WEIGHT LIMITS ON PIONEER WAY

SECTIONS:

- 10.16.010 Definitions.**
- 10.16.020 Truck Weight limits on Pioneer Way.**
- 10.16.030 Exemptions.**
- 10.16.040 Penalty.**

10.16.010. Definitions. As used in this Chapter, the following terms shall have the following meanings:

A. "Motor Truck" means any motor vehicle designated or used for the transportation of commodities, merchandise, produce, freight or animals; except that pickup trucks, campers, motor homes, recreational vehicles and vehicles licensed for twelve thousand pounds gross, or less, shall not be considered motor trucks for the purposes of this chapter.

B. "Oversized vehicle" means any motor vehicle exceeding the outside width limit set forth in RCW 46.44.010.

10.16.020. Truck Weight limits on Pioneer Way.

No person shall operate a motor truck or oversized vehicle of three or more axles which is more than six thousand pounds unladen weight on Pioneer Way, unless exempt under Section 10.16.030.

10.16.030. Exemptions.

The following vehicles shall be exempt from the prohibition in Section 10.16.020:

1. Emergency vehicles.
2. School buses.
3. Motor trucks and oversized vehicles may be operated on Pioneer Way when transporting perishable commodities if alternate routes do not exist.
4. Motor trucks and oversized vehicles may be operated on Pioneer Way when installing, repairing or maintaining a public utility that is accessed from Pioneer Way.
5. Motor trucks and oversized vehicles may be operated on Pioneer Way when making pickups or deliveries to businesses or residences that are accessed from Pioneer Way.
6. Motor trucks and oversized vehicles may be operated on Pioneer Way when servicing construction sites accessed from Pioneer Way.
7. Garbage and recycling collection motor trucks may be operated on Pioneer Way when providing services to premises accessed from Pioneer Way.

Motor trucks and oversized vehicles covered by this exemption shall limit their use of Pioneer Way only to use which is reasonably necessary to accomplish the function that allows them to be exempt.

10.16.030. Penalties.

Any person 18 years of age or over who violates GHMC Section 10.16.020 shall be subject to issuance of a civil infraction in accordance with GHMC Section 1.16.010.D.

Section 2. Signage. The Public Works Director is hereby authorized and directed to cause appropriate signs to be posted informing the public of the weight limits on Pioneer Way specified in this ordinance.

Section 3. 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 4. Effective Date. This Ordinance shall take effect and be in full force when both of the following conditions have been met:

1. It is five (5) days or more after passage and publication of an approved summary consisting of the title; and,
2. Signs designating the provisions of this ordinance are erected on the appropriate City streets.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this _____ day of _____, 2009.

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: _____
ANGELA S. BELBECK

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



Subject: Council Initiated Comprehensive Plan Amendment – 3700 Grandview Street Comprehensive Land Use Map Amendment

Proposed Council Action:

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk

For Agenda of: February 23, 2009

Exhibits:

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure	Amount	Appropriation	
Required \$0	Budgeted \$0	Required	\$0

INFORMATION / BACKGROUND

This item is on the agenda for discussion purposes at the request of Councilmembers Payne, Kadzik, Conan and Young.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION



CONCEPTUAL VIEW
FROM GRANDVIEW



ANCICH PROPERTY

ARCHITECTURE • CIVIL ENGINEERING • STRUCTURAL ENGINEERING • LAND USE PLANNING • INTERIOR DESIGN • GRAPHIC DESIGN

PARKING CALCULATIONS:

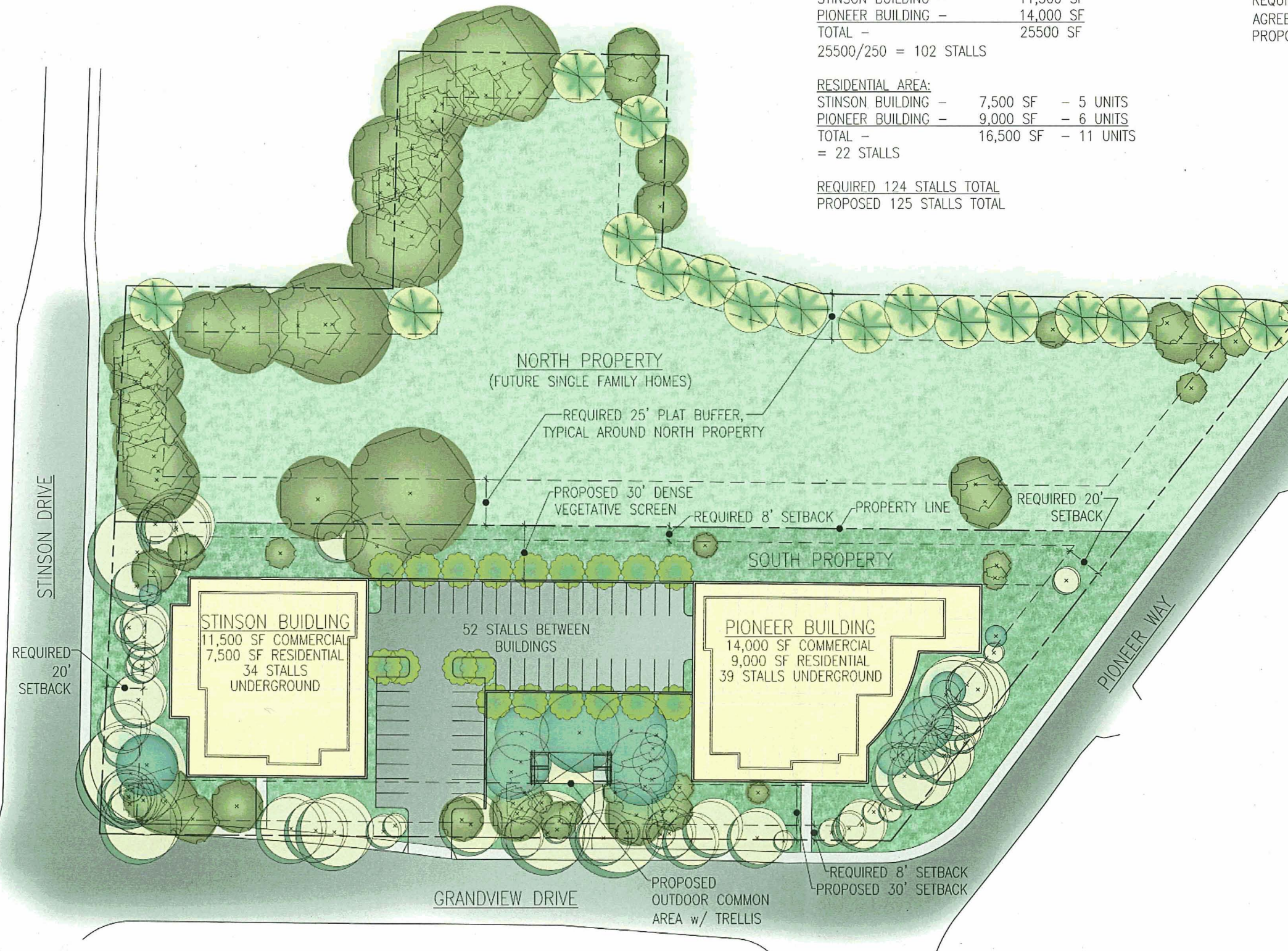
RETAIL AREA:
 STINSON BUILDING - 11,500 SF
 PIONEER BUILDING - 14,000 SF
 TOTAL - 25500 SF
 25500/250 = 102 STALLS

RESIDENTIAL AREA:
 STINSON BUILDING - 7,500 SF - 5 UNITS
 PIONEER BUILDING - 9,000 SF - 6 UNITS
 TOTAL - 16,500 SF - 11 UNITS
 = 22 STALLS

REQUIRED 124 STALLS TOTAL
 PROPOSED 125 STALLS TOTAL

TREE CALCULATIONS:

	SOUTH LOT	NORTH LOT
EXISTING	268	128
REQUIRED SAVED (20%)	54	26
AGREED SAVED (30%)	80	38
PROPOSED THIS PLAN	103	53



LEGEND	TREE COUNT	
	SOUTH	NORTH
EXISTING TREE WITHIN REQUIRED SETBACK REQUIRED TO BE SAVED	56	
EXISTING TREE WITHIN PROPOSED SETBACK PROPOSED TO BE SAVED	26	53
EXISTING TREE NOT IN SETBACK PROPOSED TO BE SAVED	21	
NEW TREE REQUIRED TO BE ADDED PER PARKING LANDSCAPE REQUIREMENTS	19 MIN.	
NEW EVERGREEN TREE TO BE ADDED IN PROPOSED NEW VEGETATIVE SCREEN AT NORTH PROPERTY LINE OF NORTH PROPERTY		17 MIN.



OVERALL SITE PLAN

COMPREHENSIVE PLAN AMENDMENT

Pioneer & Stinson

Tree Preservation (20% Required)

	Mixed Use Area	Single Family Area
Existing Trees	268	128
Required to be Preserved	54	26
Proposal	103 (38.4%)	53 (41.4%)

Tree Plantings (none required)

- 25' wide buffer area between single family portion and existing residences along Butler to be planted with evergreen trees
- Density to be such that screening is achieved
- Mature height of planted to vegetation to be 16'

Setbacks

	Required	Proposed
Stinson Avenue	20'	30'
Grandview Drive	8'	30'
Pioneer Way	20'	25' – 40'

Parking (Mixed Use Area)

- Required Stalls – 124
- Proposed Stalls – 125
- **Underground Stalls – 73 (58.4% in underground garages)**

Development Agreement

- Property Owner to prepare and submit draft agreement to Staff and Planning Commission
- Term of Agreement can be as short or as long as Council desires
- Property Owners intend on moving as quickly as City will allow

Building Size and Height

- Stinson Building not to exceed 11,500 first floor and 7,500 on second floor
- Pioneer Building not to exceed 14,000 first floor and 9,000 on second floor
- Height will be limited to no more than 30' exposed from any vantage point (if property is removed from Height Restriction Area); 16' or per Code if not
- Second Floor to “step-back” from first floor to achieve modulation effect and belie bulk



TO: City Council

FROM: Lita Dawn Stanton

DATE: February 23, 2009

RE: Historic Preservation and a Pierce County Public Benefit Rating System (PBRs)

I've attached information on a request initiated by the City of Tacoma and approved by the Cities of Lakewood, Puyallup and the Town of Steilacoom for an amendment to Pierce County's **Public Benefits Rating System**. I am hoping that the City of Gig Harbor will support a formal dialogue to review the proposed amendment.

The attached sheet prepared by Sharon Winters offers a description of the existing allowances provided under RCW 84.34. The change would provide incentives to properties owners that are willing to register and maintain their structures as historic. Without this amendment, a historic landmark can never qualify for the tax benefits that this system was designed to provide.

Also attached is a Case Study prepared by Reuben McKnight, the Historic Preservation Officer from the City of Tacoma.

Please review the information and if you have any questions, give me a call. My objective is to add our name to the list of other cities that are requesting this as an **agenda item** for the Community Development Committee of County Council chaired by Terry Lee in order to get the issue into a public forum for further discussion. Your approval now does not obligate the City to use the PBRs.

Thank you.

**REVISION TO PIERCE COUNTY'S PUBLIC BENEFIT RATING SYSTEM (PBRS)
FOR HISTORIC REGISTER PROPERTIES**

prepared 1/14/09 Sharon Winters

Statement: Current policy in Pierce County is to assess land based on market value for the highest and best use. In other words, a property containing a single family residential structure in an area zoned for higher density may be taxed at the same square footage rate as an adjacent high-rise apartment building. This creates a situation in which the taxation rate may assume a much higher property income than is actually present; this situation may have the effect of enabling demolition of historic properties. RCW 84.34 allows county governments to assess property at a rate reduced from "highest and best use" for the purposes of conservation of open space lands, environmentally sensitive areas, agricultural and rural landscapes, and historic landmarks. In Pierce County's program, historic landmarks and archaeological sites are accorded low priority status and are thus seldom eligible for property tax reductions.

Status: Both Clark and King County award higher points to encourage preservation of historic landmarks; King County's Open Space Current Use Assessment program allows up to 50% reduction in property tax assessment for historic buildings. The Tacoma Historic Preservation Office is currently working with Pierce County officials to make a similar change.

Recommendation: Amend the county's PBRS to award higher points to owners of properties listed on a local Register of Historic Places, thus supporting preservation goals outlined in state and city policy.

-- Approved as a part of its Public Policy Agenda 11/08 by the Historic Tacoma Board of Directors

Background: Pierce County Code Chapter 2.114 Current Use Assessment Administrative Procedures identifies archaeological and historic landmark sites as a low priority in the program, awarding one point. In order to qualify for the program, a property must tally at least 3 points to become eligible for a property tax reduction. Once eligible, properties within an Urban Growth Area as designated by the County's Comprehensive Plan, can receive an additional 5 bonus points. An appendix at the end of Chapter 2.114 notes that an accumulation of 3 points creates a 20% reduction, 6 points, a 30% reduction, etc. A property tax reduction of 30% or more would make it possible for more owners of Register-listed properties to retain and continue to re-use their historic structures, as opposed to needing to sell their property for new development due to high land values.

Revenue impact: Though making more properties eligible for property tax reductions appears to reduce much-needed tax revenues, this is not the case. City and county government cannot increase tax revenues by more than 1% each year. Even with modest inflation and slow development, the county and cities will likely bump against this 1%, so reducing taxes for a select set of properties should have no effect on city and county government revenues.

Support: The City of Tacoma has adopted as a priority the revision of the county's PBRS to include higher priority points for historic sites. The City has broached the topic with Councilman Tim Farrell, District 4 (Tacoma), but no further action has been taken, mostly due to staff workload issues. City contact: Reuben McKnight, Historic Preservation Officer, City of Tacoma, 253.591.5365, reuben.mcknight@ci.tacoma.wa.us

Goal: Our joint goal is to make the preservation of historic landmark sites a medium or high priority in the county's PBRS, awarding historic landmark sites at least 3 points, thus making those properties eligible for property tax reduction.

Possible Strategies:

Package this initiative with efforts to increase commitment of County Council to use new HB1386 court filing fees for building and enhancing the county's historic preservation program. The primary strategy will be to talk with individual Council members about economic development opportunities. We also hope to get this discussion into the public arena by doing a presentation before the Community Development committee of County Council or a Council study session. Potential partners in this effort include: Pierce Co. Heritage League, local Certified Local Governments (Steilacoom, Gig Harbor, Puyallup, Lakewood, Tacoma), Landmarks Commissions, and Historic Tacoma. Advisory: Derek Chisholm, Parametrix, 503.233.2400, dchisholm@parametrix.com

**Current Use Tax Assessment Reform
Pierce County**

Proposal:

Amend Pierce County Code 2.114, Ordinance 98-114s, known as the Public Benefit Rating System, so that historic landmarks and archaeological sites are within the Medium Priority category. Currently historic sites and archaeological sites are scored as Low Priority (see figure below).

The PBRs ranks various open space features, and is composed of high, medium, and low priority resources, bonus categories, and a super bonus category. A minimum of three (3) priority resources points is necessary to qualify for the program and a maximum of fifteen (15) priority points is allowed. The number of PBRs points correlates to a percent of market value reduction during the period of continued eligibility.

Currently, it is not possible for a historic site to qualify for the Current Use Assessment Program unless another medium or high priority resource is also on the site.

PRIORITY RESOURCE CATEGORIES	POINTS
High Priority: Critical Salmon Habitat, Fish & Wildlife Habitat, Marine Waters, Streams, Wetlands, Estuaries & Tidal Marshes, Wooded Areas	5 points each
Medium Priority: Agricultural Lands, Aquifer Recharge Areas, Flood Hazard Areas, Lakes, Private Open Space Passive Recreation, Privately Owned and Operated Recreational Facilities, Private Trails & Corridors	3 points each
Low Priority: Archaeological Sites, Historic Landmark Sites, Landslide Hazard Areas (Steep Slopes), Private Parks & Private Golf Courses w/Developed Facilities, Scenic View Points & Corridors, Seismic Hazard Areas, Volcanic Hazard Area	1 point each

BONUS CATEGORIES	POINTS
Public Access Granted (Note: Some priority resource categories require public access.)	5 points
Conservation/Historic Easement Granted in Perpetuity (forever)	10 points
Site Within a Designated Urban Growth Area (UGA) or the Comprehensive Urban Growth Area (CUGA)	5 points
Site is Adjacent to (abuts) or Creates Linkage with Another Open Space Parcel	5 points

POINTS	0-2	3	6	9	12	15	18	20	25+
% Reduction of Market Value	0%	20%	30%	40%	50%	60%	70%	80%	90%

Issue Statement:

The existing PBRS provides no incentive for property owners to preserve and maintain historic sites in areas where development pressures are increasing.

- Under the PBRS, it is virtually impossible for the owner of a historic building to qualify for Current Use Tax Assessment within an urban area, even though RCW 84.34 clearly recognizes that historic sites are within the scope and intent of the state enabling legislation.
- While habitat areas and marine resources are clearly a critical issue for conservation, preservation of historic and archaeological sites should be considered a higher priority than golf courses and private parks.
- Historic properties in many areas are, in fact, far below the highest and best use and therefore are by definition lower intensity uses.

Existing tax assessment policy is in direct conflict with existing preservation policy. Amending the PBRS would remove this conflict.

- Under the standard valuation procedures used by the County, properties are assessed and valued at highest and best use. For owners of historic properties that are significantly under the allowable density, this means that the land assessment is taxed at the same rate as nearby properties that are fully built out.
- As a result, some historic properties are taxed at a much higher rate than what is justified by the lease income. This creates a disincentive to landmark historic properties, and also puts some owners in financial jeopardy.
- The net effect is that while County and local governments encourage preservation as a public policy through their respective preservation programs, the County is also penalizing property owners who make long term commitments to preserve a historic property in its current form.

Nearby county governments have already used the Current Use Tax Assessment Program to encourage historic preservation, in addition to other critical conservation issues.

- Pierce County would not be the first to recognize the utility of this incentive to encourage preservation. King and Clark Counties have already developed their programs to encourage historic preservation.
- No legislative changes to State Law are required to make this proposed amendment to the Pierce County PBRS.

This amendment would not pose a significant impact upon property tax revenues.

- The program would require that the property be a designated landmark, which is a higher standard requiring additional criteria be met.
- In addition, many historic properties are already within appropriate zoning and use categories. Only those properties that are underutilized due to their historic status would qualify.

Existing property tax incentives for historic rehabilitation do not address the needs of all historic properties.

- Currently the only property tax incentive available to property owners is the Special Tax Valuation (STV) incentive, which requires a minimum capital investment of 25% of the assessed building value to qualify.

- The incentive is based on the amount invested in the property, requiring substantial projects.
- It does not benefit properties for which no substantial work is proposed, meaning that low income, low revenue properties, or properties that need no major construction, cannot utilize this program.

Supporters of this proposal include local governments within Pierce County as well as independent historic preservation organizations.

- The City of Tacoma has included reform to the Current Use PBRs in its draft Downtown Plan, currently being reviewed by the Tacoma Planning Commission for adoption in its 2008 Comprehensive Plan updates.
- The Cities of Lakewood, Puyallup, and Gig Harbor, as well as the Town of Steilacoom, support this proposal.
- The Washington Trust for Historic Preservation, the statewide citizen-based historic preservation advocacy group, supports this proposed amendment.
- Historic Tacoma, Tacoma’s independent nonprofit citizen advocacy group

Case Study #1: Tacoma



The Henry Drum House in Tacoma is a 3600 square foot house built in 1888, that is listed on the Tacoma, Washington and National Registers of Historic Places. It sits on a 10,000 square foot view lot that is zoned high density residential (90' height maximum with up to 6 FAR). The land is taxed at the same rate as the 15,000 square foot mid-rise apartment building next door, at slightly over \$50/square foot. Therefore, the lot is theoretically underdeveloped by about 56,000 SF. In 2007, a new 5 story condo building was constructed two lots south on a 6000 square foot lot with 25,000 SF of living space. Below are estimates of the potential benefit of the program on this property.

Example Property	Henry Drum House, 9 Saint Helens
Jurisdiction	Tacoma
Base Zoning (Ht/FAR)	Downtown Residential (90'/6)

Historic Status	City/State/National Registers
2009 Assessed Land Value	\$ 601,500.00 ¹
2009 Taxes on Land	\$ 7,022.43
Potential Current Use Points ²	3 Priority Resource Points (Historic Site)
	10 Bonus Points (Conservation/Historic Easement)
	5 Bonus Points (Within designated UGA)
Potential Current Use Valuation on Land	\$ 180,450.00 ³
Potential Taxes on Land under PBRS	\$ 2106.73
Annual Savings	\$ 4915.70

Comparable Example Programs

Clark County: <http://www.clark.wa.gov/longrangeplan/historic/documents/current-use-tax-benefits.pdf>

King County: <http://dnr.metrokc.gov/wlr/LANDS/incentiv.htm>

¹ Does not include value of the building.

² Under the revised PBRS

³ This valuation would roll the assessed land value back to its assessed value prior to 2006.