

Gig Harbor City Council Meeting

**September 14, 2009
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, September 14, 2009 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meetings: a) Aug. 10, 2009; b) Special Meeting Aug. 17, 2009; c) Special Meeting Aug. 26, 2009.
2. Receive and File: a) Minutes of Operations & Public Projects Committee Aug. 20, 2009; b) 2010 Budget Cuts Memorandum.
3. Correspondence / Proclamations: Constitution Week.
4. Liquor Licenses: a) Application – Blazing Onion; b) Renewals: Moctezumas Restaurant; Forza Coffee Company; Fred Meyer Store; Harvester Restaurant; QFC #864 and #886. c) Added Privilege – Spiros; d) Special Occasion-Homestead Group.
5. Resolution – Commute Trip Reduction.
6. Acceptance of COPS Hiring Recovery Program (CHRP) grant.
7. Water Rights Assistance – Contract Amendment for Attorney Services.
8. Boys & Girls Club Sanitary Sewer and Stormwater Facilities Easement and Maintenance Agreement.
9. WWTP Site / Peninsula Light Easement Agreement.
10. Gig Harbor Tennis Club Stormwater Facilities Maintenance Agreement and Restrictive Covenant.
11. Resolution – Support for the National Maritime Heritage Area.
12. Harbor History Museum Conservation Easement Phase II Environmental Site Assessment.
13. Shorecrest Sewer System – Pierce County Supplemental Franchise Agreement.
14. Approval of Payment of Bills for August 24, 2009: Checks #61622 through #61731 in the amount of \$515,009.81.
15. Approval of Payment of Bills for September 14, 2009: Checks #61732 through #61872 in the amount of \$1,582,062.16.
16. Approval of Payroll for the month of August: Checks #5514 through #5536 in the amount of \$343,160.81.

PRESENTATIONS:

1. Wastewater Treatment Plant Outstanding Performance Award, presented by the Department of Ecology.
2. Healthy Communities of Pierce County - Dr. Jane Moore.

OLD BUSINESS:

1. Second Reading of Ordinance – Parking Requirements Clarification and Housekeeping Amendment (ZONE 09-0004)

2. Second Reading of Ordinance – Flood Hazard Construction Standards.
3. Second Reading of Ordinance – Residential Building Height Calculations in the Historic District.
4. Second Reading of Ordinance – Civic Center Hours of Operation.
5. Second Reading of Ordinance – Inattention to Driving Penalty.
6. Second Reading of Ordinance – Sexual Assault.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Updating the Comprehensive Plan Amendment Process.
2. Resolution – Setting Civic Center Hours of Operation.

STAFF REPORT:

Upcoming Council Retreat – Rob Karlinsey, City Administrator.

PUBLIC COMMENT:

MAYOR’S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Sep 17th at 3:00 p.m.
2. Finance / Safety Committee: Mon. Sep 21st at 4:00 p.m.
3. Budget Retreat – Fri. Sep 25th 8:30 a.m. – 3:00 p.m.
4. GH North Traffic Options Committee: Wed. Sep 23rd at 9:00 a.m.
5. Boards and Commission Candidate Review: Mon. Sep 28th CANCELLED
6. Eddon Boatyard Ribbon Cutting – Sept. 30th 4-6 p.m.

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – AUGUST 10, 2009

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

CALL TO ORDER: 5:32 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Jul. 27, 2009.
2. Receive and File: a) Skansie Maritime Pier Feasibility Study; b) Operations & Public Projects Committee Meeting Minutes, June 16, 2009; c) Lodging Tax Advisory Board Minutes Apr 9, 2009; d) Quarterly Finance Report.
3. Resolution – Surplus Property.
4. 2009 Mandatory Furlough Policy.
5. 2009 Pavement Markings – WSDOT Interlocal Maintenance Agreement.
6. Liquor License Renewals: Cigar & Wine; Gig Harbor Yacht Club; and Galaxy Uptown.
7. Acceptance of Shoreline Management Act Grant from State of Washington Department of Ecology for Comprehensive Shoreline Master Program Update.
8. Shoreline Master Program Update Consultant Services Contract-First Amendment.
9. Boys and Girls Club Sewer and Stormwater Maintenance Agreement.
10. Approval of Payment of Bills for July 27, 2009: Checks #61429 through #61537 in the amount of \$556,565.60.
11. Approval of Payment of Bills for August 10, 2009: Checks #61538 through #61621 in the amount of \$1,056,635.77.
12. Approval of Payroll for the month of July: Checks #5483 through #5513 in the amount of \$522,650.

Councilmember Malich asked that Consent Agenda Item No. 4 be removed for further discussion.

MOTION: Move to adopt the Consent Agenda as amended.
Young / Franich - unanimously approved.

PRESENTATIONS:

1. Tourism Promotion Area – Pierce County Lodging Association. Ms. Aimee Tylor, President of the Pierce County Lodging Association, described the Tourism Promotion Area concept and asked for the city's support to enter into an Interlocal agreement with the Pierce County Lodging Association.

Councilmembers asked Ms. Tylor several questions about the program. Staff acknowledged that the Interlocal will come back on a future Council Agenda for further review.

2. National Maritime Heritage Area. Dr. Allyson Brooks, State Historic Preservation Officer / Director of Archeology and Historic Preservation, presented the background information on a potential National Maritime Heritage Area that will enhance tourism, benefit community groups, and help celebrate the working waterfronts through interpretation of the maritime history utilizing a common theme.

After the presentation of information, Dr. Brooks addressed several questions. Council agreed to a resolution of support the program to be included in the Feasibility Study.

OLD BUSINESS:

1. Second Reading of Ordinance – Benson Street & Prentice Avenue / Street Vacation (Bacchus). Public Works Director David Stubchaer presented this ordinance to vacate a portion of Prentice and Benson Street under the non-user statute. He said that the rights-of-way were never part of the city's system, and the city would retain the recorded easements for the 8" sewer along Prentice and the abandoned 4" water line running along Benson Street.

MOTION: Move to adopt Ordinance No. 1166 vacating a portion of Benson Street and Prentice Avenue.
Kadzik / Payne – unanimously approved.

2. Second Reading of Ordinance – Land Use Permit Extension. Planning Director Tom Dolan presented the background for this ordinance to address projects with approved land use permits that aren't able to begin construction due to the current economic downturn. He said that current permit holders will be notified of the option to extend.

MOTION: Move to adopt Ordinance No. 1167
Payne / Kadzik – unanimously approved.

3. Second Reading of Ordinance – New Code for Illicit Discharge Detection and Elimination (IDDE). Senior Engineer Jeff Langhelm presented the background information on two ordinances adopting a new stormwater manual in order to meet requirements of the city's NPDES permit. Mr. Langhelm addressed Council questions.

Councilmember Young clarified that the city has no control over these requirements; they are a result of the NPDES federal permit. Mr. Langhelm agreed, adding that the language is taken directly from the permit.

Councilmember Franich agreed that everyone wants clean water, but voiced concern with a 400 page document that is burdensome and overbearing.

MOTION: Move to adopt Ordinance No. 1168.

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

4. Second Reading of Ordinance – Code Revisions and New Code Relating to Stormwater, Grading, and Civil Permits. Jeff Langhelm then presented the information on this code revision adopting the new Stormwater Manual; a requirement of the city's NPDES Permit. He explained that a recent modification to the city's permit has allowed the effective date to begin January 1st.

MOTION: Move to adopt Ordinance No. 1169 to go into effect January 1, 2010.

Young / Ekberg – unanimously approved.

5. Second Reading of Ordinance – Development Agreement Processing Amendment. Senior Planner Jennifer Kester explained that this current version tries to incorporate the comments from the public and from Council. She explained that the ordinance was designed to guarantee that a development agreement cannot circumvent development regulations in sensitive areas. In addition, it will provide a more appropriate and efficient process and flexibility for the Planned Unit Development Zones which supports the goal of the Comprehensive Plan. She noted that such flexibility will increase review time and land use fees for development agreements should be adjusted accordingly. If Council doesn't want this flexibility, she said that staff can suggest which sections of the ordinance should be removed. Ms. Kester then proceeded to go over the changes in the ordinance since the last reading.

John Chadwell – Olympic Property Group, 19245 10th Ave. NE, Poulsbo. Mr. Chadwell thanked Council and Staff for trying to find a balance between concerns and benefits. He urged Council support for this ordinance.

John Skansie – 3211 Eastbay Drive. Mr. Skansie said generally speaking, the city has an amendment process in place to make changes to zoning, density issues, and etcetera. Any additional policy to the current amendment process opens up the door to special interest and leaves all policy subject to the whims of developers and whoever else. He said he fails to understand why Council is considering circumventing and undermining its own policies and the existing amendment process. He said to remain above board and ethical, City Council can't go in this direction.

Councilmember Franich asked for clarification on what changed Staff's mind about moving forward with the ordinance.

Ms. Kester responded that staff's job is to present ordinances for Councilmembers to consider; this is an attempt at a reasonable approach after hearing comments from Council and the public on a desire for flexibility. She agreed this is a departure from past practice and there may be unintended consequences, but the Gig Harbor North area is where the citizens expect growth in a more innovative approach. Limiting this to the Gig Harbor North area will also provide an opportunity to determine if the process can work.

She stressed that staff still has concerns but is offering this ordinance for Council review.

Councilmember Franich stressed that no other part of the city has the current flexibility of Gig Harbor North; this is circumventing the process already in place and takes away predictability for neighboring properties.

Councilmember Young said that it isn't a matter of staff changing its mind but a response to Council comments at the last meeting. He then addressed Mr. Skansie's comments by saying there is always a threat of undue influence; the question is whether or not this is subverting the process. He agreed this ordinance isn't appropriate for every area of the city; the development agreement is another tool to get a better overall project in an area such as Gig Harbor North. He said that this was the concept behind the Planned Community Development in the first place; a way to obtain additional benefits such as parks or open space. He said it's a good balance to restrict this to the Gig Harbor North area because there are no other big blocks of property that will take years to develop. He then said he is willing to reduce the number of years in some areas if Gig Harbor North is allowed more because those projects will take longer.

Councilmember Malich asked how costly it will be to implement this ordinance. Ms. Kester responded that it will take more staff time, especially a development agreement that deals with deviation from development standards. At this time we get cost recovery and any attorney fees for development agreements and so we would need to look at increasing the fees to be more consistent with text amendment applications. As an example, she said it could take up to 40 hours of Planning Staff time for the first review on top of any applications submitted.

City Administrator Rob Karlinsey added that even if the fees are increased to the level of a text amendment it will still be far from cost recovery. He said the theory of an agreement is that both sides benefit, and so if the city stands to add parks or some other benefit then perhaps there shouldn't be a full cost recovery fee, but perhaps 50% would be appropriate.

Councilmember Payne asked if it would be feasible to come up with a cost structure that takes into consideration the excess staff time but also recognizes that Council wouldn't allow a change without a significant public benefit. Rob Karlinsey responded it could be part of the fee resolution.

City Attorney Angela Belbeck responded to questions about making fees part of the development agreement by saying that it would be more appropriate to have them included in the fee resolution to provide certainty.

Jennifer Kester said that the fee resolution is currently in process for the yearly update, but it could be brought back sooner to address current inadequacies. Tom Dolan added that fees for development agreements would have to be increased significantly; with the numbers being discussed by staff the development agreement fee will be approaching

50%. They would be delighted to prepare a fee resolution for Council review early this fall.

Councilmember Malich voiced concern that there would be an opportunity for someone to apply for a development agreement before the updated resolution is adopted. Ms. Kester proposed the option of adopting the ordinance with a delayed effective date.

Councilmember Franich said that in the staff report, it says that by allowing flexibility it will increase staff review time and warrant an increase in land use fees. He asked if this was specific to raising fees for development agreements or all land use fees. Ms. Kester responded it was specific to review of development agreements. Councilmember Franich then addressed the section on process saying that initially staff didn't recommend approval because it could be used to circumvent the project review process and reduce the predictability of development. He asked if staff had changed their mind on this.

Rob Karlinsey responded to this question by saying that staff's position hasn't changed when it comes to applying this policy city-wide. He applauded his co-workers for being creative in coming up with an approach in which we can be flexible in an area called out in the Comprehensive Plan. He said that staff has been creative based on a comment made at the last meeting that this can be applied geographically. He stressed that staff's main goal is to implement what Council wants; they do not have a strong position.

Councilmember Franich said that flexible provisions were written into the development standards for Gig Harbor North; this just allows even more. He said that no Council should have the power to circumvent the zoning code; that is a disservice to all the time and effort put into adopting the Comprehensive Plan.

Councilmember Kadzik stressed that these arguments should be made to convince Council but not to berate staff. He said that the agenda bill states that staff is recommending "*that if Council desires flexibility,*" which isn't a ringing endorsement of anything. Staff's last recommendation wasn't accepted and so they are saying if Council wishes to go down another path here is our best recommendation. He made the following motion:

MOTION: Move to adopt Ordinance No. 1170.
Kadzik / Conan –

Councilmember Ekberg said that this has been a good process for Council. He said he is very concerned about public input and initially had the perception that allowing these development agreements would result in back room deals that the public wouldn't be aware of. This ordinance has convinced him that it does protect the public input process with two public hearings and a majority vote for approval. He said he is confident that what staff has written into the ordinance provides adequate protection for the citizens and puts the decision-making process on the Council. He said that by

limiting this to the PCD area we can see if it allows a better development; if it doesn't work it can be corrected. There are enough safeguards built in to give it a try.

Councilmember Young mentioned the delayed effective date. After discussion a December 1, 2009 effective date was deemed appropriate. Councilmember Malich said that he could support the ordinance knowing there would be time for the fee schedule to be updated, adding that perhaps this will work and it can be repealed if it doesn't.

MOTION: Move to amend the Ordinance No. 1170 to have an effective date of December 1, 2009.
Young / Malich – unanimously approved.

Councilmember Kadzik said that this is an opportunity to do a development agreement in an area that it would be appropriate with a good combination of safeguards. He said he feels confident, at least on a trial basis, that it's going to work.

Councilmember Franich stressed that this is the most ridiculous ordinance that we've ever considered and as Mr. Skansie pointed out, this is the very thing that leads to bad politicians.

MAIN MOTION: Move to adopt Ordinance No. 1170 amended to have an effective date of December 1, 2009.
Kadzik / Conan – six voted in favor. Councilmember Franich voted no.

NEW BUSINESS:

1. 2009 Mandatory Furlough Policy (from Consent Agenda). Councilmember Malich explained that he is not in favor of layoffs to address the budget shortfall. He suggested Council discuss furloughing once a week in 2009 and not closing the week after Christmas to preserve jobs. He said he had no solid numbers at this point but the more money we save in 2009 will give us room in 2010.

Councilmember Young pointed out that one day a week would result in a 20% reduction in employee salaries, which is significant. Councilmember Malich said that he recognizes it would hurt which he doesn't want to do, but it would be better than laying off people.

Rob Karlinsey responded that including the week after Christmas, the proposed furlough equates to one day off every other week; a 10% pay cut for employees for the remainder of the year. The savings to the city by doubling that would result in \$232,000. He said that we are not trying to balance 2009; the purpose of the furloughs is to get ahead of the 2010 deficit by increasing the ending fund balance.

Councilmember Payne voiced concern that a higher level of furlough would result in losing staff and reducing the service level to the city and so he would oppose additional

furloughs.

Councilmember Malich agreed that a 20% cut is brutal, but said it is also brutal to lay off 8-10 employees. Councilmembers responded that you might save one position by doubling the furloughs. Councilmember Malich said this conversation needed to occur and he realizes we have to face the reality that 2010 is going to be a horrible year for the budget; if we can preserve a few jobs, he would like to find creative ways to do so, even if it means increasing taxes to keep people employed.

Councilmember Young said he is worried that even this is too much. He said he can justify part of this furlough because contractually we were committed to a 5% COLA last year that didn't reflect reality; but much more than the 10% cut and the employees will leave. He agreed that cutting employees is painful but if you don't have the workload you have to pull back. There was a valiant effort last year to keep as many employees as possible in case the recession was temporary, but we have to accept that we are in a different place and we have to adjust; there will be much less growth.

Councilmember Payne shared that he spends a great deal of his time with larger cities, and our staff is one of the finest he's ever seen, but he agrees that this is a structural issue and as much as he admires and respects the staff, his responsibility is to the citizens and taxpayers of the city. The Council has to make decisions based upon that and to balance the best we can any staff cuts in 2010. He asked how the 10% number of furlough days had been decided.

Rob Karlinsey responded that there was discussion on what staff could tolerate and logical dates; the days chosen were a combination of both.

MOTION: Move to adopt the Resolution approving policies regarding mandatory employee furloughs for 2009.
Franich / Ekberg – six voted in favor. Councilmember Malich voted no.

Mayor Hunter asked for an amendment to the agenda to allow items number 5 and 6 of New Business to be considered next.

2. First Reading of Ordinance – Inattention to Driving Penalty. Court Administrator Paul Nelson explained that this ordinance is to increase the penalty for inattentive driving from \$100 to \$250. He gave examples of what constitutes inattentive driving; saying that it usually results in an accident or endangering others and does not appear on the driver's record. This will return for a second reading at the next meeting.

3. First Reading of Ordinance – Sexual Assault. Paul Nelson then explained that this ordinance would adopt an existing RCW allowing the Police Department and the Prosecutor to differentiate the motivation behind an assault. The Judge can then take the appropriate steps to protect the victim. This will return for a second reading at the next meeting.

4. Public Hearing and First Reading of Ordinance – Flood Hazard Construction Standards. Planning Director Tom Dolan introduced this ordinance that would include locally adopted historic structures to the list of exemptions from the requirements for Flood Hazard Construction Standards.

Mayor Hunter opened the public hearing at 7:45 p.m. No one came forward to speak and the hearing closed. This will return for a second reading at the next meeting.

5. Public Hearing and First Reading of Ordinance – Residential Building Height Calculations in the Historic District. Senior Planner Jennifer Kester presented the background for this ordinance that amends the down-hill building height calculation to add residential structures in the Historic District so they cannot exceed 27 feet above natural and finished grade. This will ensure that the scale of buildings in the view basin remain the same no matter the use.

Councilmember Franich commented that a definition of “dormer” needs to be established, referring to the interpretation allowed on the house next to Eddon Boatyard Park. Ms. Kester responded that that is one of the many housekeeping items that they are working on.

Ms. Kester answered questions on the definition of natural grade, finished grade and topography.

Mayor Hunter opened the public hearing at 7:57p.m. No one came forward to speak and the hearing closed. This will return for a second reading at the next meeting.

6. Public Hearing and First Reading of Ordinance – Parking Requirements Clarification and Housekeeping Amendment (ZONE 09-0004). Jennifer Kester then presented this amendment intended to reduce staff interpretations and to ensure that previous amendments are fully implemented. The ordinance will also resolve conflict between the zoning code and the new Stormwater Manual just adopted. She summarized the proposed changes and addressed Council questions and concerns.

There was discussion on the possible effect of porous paving on an increase in building size. Tom Dolan offered to come back at the next reading with a scenario of how this might play out with a large commercial structure.

Mayor Hunter opened the public hearing at 8:15 p.m. No one came forward to speak and the hearing closed. This will return for a second reading at the next meeting.

7. First Reading of Ordinance –Civic Center Hours of Operation. City Clerk Molly Towslee explained that this ordinance was necessary to reflect the change in hours of operation due to the 2009 mandatory furloughs. This will return for a second reading at the next meeting.

STAFF REPORT:

City Administrator Rob Karlinsey briefly reported on two items: 1) The city received the Federal Police Grant which could potentially prevent the elimination of a police officer position; and 2) Senator Patty Murray is including two City of Gig Harbor appropriations requests in the Senate Budget Bill. It looks like adoption could be as early as September and includes 1.5 million for Donkey Creek and \$750,000 for the Boys & Girls Club.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Franich said that passing the Development Agreement Ordinance is an example of the potential for very disastrous effects. He said Gig Harbor North has been where Council has done many things not characteristic of the city and in his opinion Olympic Property has gotten the largest free ride in the history of the city. They came in early and got their CRCs and traffic mitigation which should have been looked at in a broader approach. In effect, by not approaching this in a comprehensive manner we wouldn't be looking at a significant amount of money that we potentially will have to spend for that interchange if we would have held them to a higher standard. He said that the whole thing has not been fair.

Councilmember Payne said that he toured the Wastewater Treatment Plant project which is on schedule and on budget so far. He said that the construction company is doing a phenomenal job and encouraged other Councilmembers to visit the site. He complimented staff on continuing to meet the regulatory requirements during construction.

Mayor Hunter said that during the second half of the project, Harborview may be closed.

Councilmember Malich commented on the city's MyBuildingPermit.com program. He said used it personally and found it frustrating, hard to understand and said it didn't function correctly. He asked that this information be passed on to the Planning and Building Department so that they can inform the website developers. He said that Gig Harbor isn't even included in all parts of the menu.

Rob Karlinsey said that he will pass this on, adding that the city is looking at an alternative program for similar reasons. There may be a better and more affordable option through Interlocking.

Mayor Hunter said that the flag pole at Jerisich Park was painted today. The Rotary Club donated the paint; United Rentals donated the man-lift and the city crew did the painting.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Aug 20th at 3:00 p.m.
2. Boards & Commission Candidate Review: Mon. Aug. 24th CANCELLED
3. City Council Meeting: Mon. Aug. 24th CANCELLED
4. Reception for Senator Kilmer and Representative Seaquist: Eddon Brick House – Thu. Sep 17th 1-3 p.m.
5. Eddon Boatyard Ribbon Cutting – Sep. 30th 4-6 p.m.

EXECUTIVE SESSION: To discuss a collective bargaining issue per RCW 42.30.140(4)(a).

MOTION: Move to adjourn to Executive Session at 8:25 p.m. for approximately twenty minutes to discuss a collective bargaining issue per RCW 42.30.140(4)(a).

Ekberg / Young - unanimously approved.

Councilmembers Ekberg and Franich left before adjourning to Executive Session.

MOTION: Move to return to regular session at 8:55 p.m.

Payne / Kadzik - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:55 p.m.

Payne / Young – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1043

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

GIG HARBOR CITY COUNCIL SPECIAL MEETING
August 17, 2009 – 5:30 p.m.

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

Legal Counsel: Scott Snyder, Ogden Murphy & Wallace and Bob Christie, Christie Law Firm.

CALL TO ORDER: 5:38 p.m.

EXECUTIVE SESSION: For the purpose of evaluating a charge against a public officer per RCW 42.30.110(1)(f) and to discuss pending and potential litigation per RCW 42.30.110(i).

MOTION: Move to adjourn to Executive Session at 5:38 p.m. for approximately 40 minutes for the purpose of evaluating a charge against a public officer per RCW 42.30.110(1)(f) and to discuss pending and potential litigation per RCW 42.30.110(i).
Ekberg / Conan – unanimously approved.

MOTION: Move to return to regular session at 6:12 p.m.
Ekberg / Conan – unanimously approved

ADJOURN:

MOTION: Move to adjourn at 6:12 p.m.
Ekberg / Malich - unanimously approved.

Charles Hunter, Mayor

Molly Towslee, City Clerk

**MINUTES OF GIG HARBOR CITY COUNCIL SPECIAL MEETING
AUGUST 26, 2009**

PRESENT: Councilmembers Ekberg, Franich, Kadzik and Mayor pro tem Young.

CALL TO ORDER: 10:07 a.m.

NEW BUSINESS:

1. Purchase Authorization for Dust Collection System at Eddon Boat. Lita Dawn Stanton gave a brief overview of the state Heritage Grant for the restoration of the Eddon Boat Building and the balance of grant funds remaining. She reported that the remainder of the funds needs to be used by September 30, 2009. A dust collection system is required in order for the public to view and participate in the boat building events and activities, and was a line item in the grant to be reimbursed at 100%. If approved, the system could be delivered in two weeks and installed by the city crew in keeping with the grant deadline. Ms. Stanton obtained four quotations per RCW 35.23.352.

MOTION: Move to authorize the purchase of the dust collection system from Grizzly and Ductwork Experts for an amount not to exceed \$12,100.00
Kadzik / Ekberg – unanimously approved.

2. Purchase Authorization for Store Shelving and Service Counter at Eddon Boat. Ms. Stanton explained that the cabinet shelving was part of the Heritage Grant renovation. Four requests for a price quotation were sent out and only one in the amount of \$9,703 was received so far. She was waiting to receive quotations from the other three vendors. She explained that because of the September 30 deadline, there was not enough time to have them installed by the vendor. The terms of the grant require that all eligible items be delivered, installed and invoiced by this deadline.

MOTION: Move to authorize the purchase of the store shelves and service counter at an amount not to exceed \$9,703, taking the lowest qualified price quotation.
Ekberg / Kadzik – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 10:20 a.m.
Franich / Young – unanimously approved.

CD recorder utilized - Tracks 1-2

Derek Young, Mayor pro tem

Maureen Whitaker, Asst. City Clerk



**CITY OF GIG HARBOR
OPERATIONS & PUBLIC PROJECTS COMMITTEE
MINUTES**

DATE of MEETING: August 20, 2009
TIME: 3:00 pm (meeting began at 3:05 pm)
LOCATION: PW Conference Room
SCRIBE: Maureen Whitaker
MEMBERS PRESENT: Councilmembers Ekberg & Franich
STAFF PRESENT: Jesse Savage/Maintenance Tech, Marco Malich/PW Supervisor, Tom Dolan/Planning Director, Jeff Langhelm/Sr. Engineer, and Maureen Whitaker/Asst. City Clerk
OTHERS PRESENT: John Chadwell/OPG, Floyd and Patricia Kinsman/3912 Bay View Lane, Jami Gordon, Pierce Conservation District Stream Team

1. SIGN FINE IDEA – PROPOSED BY JESSE SAVAGE, CITY MAINTENANCE TECHNICIAN

DISCUSSION POINTS

Rob Karlinsey introduced Jesse Savage and explained that Jesse’s suggestion originated from meetings with city staff on ways to reduce budget expenditures and ideas to increase revenue. Jesse stated that his idea to impose a fine on those who post illegal signs in the right-of-way or fail to remove campaign signs in a timely manner came while he was side mowing the rights-of-way and constantly coming upon illegal signs. He explained that to remove these signs takes additional staff time. The committee and staff discussed the issues surrounding the pros and cons of implementing such a plan. Currently there is no penalty provision in the city’s code. It was suggested that the notice of violation would be more citation-based, similar to a littering infraction. The venue for contesting a citation would be Gig Harbor Municipal Court. Tom Dolan said that the costs involved might not support this idea. He explained that an ordinance would need to be created and approved by council, staff time for issuing citations, staff representation at municipal court should the citation be contested and added that many of the illegal signs in the city are “1-800” types and political signs. Councilmember Ekberg suggested that this ‘sign fine idea’ would need to be educational – if you violate, it will cost. He added that currently there is nothing to lose so people keep putting up illegal signs. Councilmember Franich said that while this may be a good idea in concept, it might not be cost effective. City Administrator Karlinsey said that he did not see a huge cost to implement and added that Jesse could take a photo of the illegal sign and forward to Nancy Nayer in Operations to send out a citation. Councilmember Payne was concerned about uneven usefulness. He stated that only those that put their contact information on signs would be the ones to receive the citation. He further added that he liked the idea but was concerned about the time involved and fairness. Currently the Planning Department generally picks up illegal signs and are thrown away. Public Works pulls them off utility poles, stop signs, and any signs that impede site distance.

RECOMMENDATION / ACTION / FOLLOW-UP

The committee recommended coming back with a draft ordinance. They also requested to review Pierce County's fine schedule.

2. TREE REMOVAL ON WOODWORTH AVENUE

DISCUSSION POINTS

Floyd and Patricia Kinsman, residents on Bay View Lane were present to follow up on a letter they sent to the city requesting permission to remove two 80-ft. Douglas Firs on the lower portion of the right-of-way on Woodworth and Prentice in order to open up the view of the harbor and Mt. Rainier. They stated that they had received concurrence from the neighbors to do this and would pay to have this done.

RECOMMENDATION / ACTION / FOLLOW-UP

City arborist Dave Fischbach completed an independent tree hazard inspection on each tree and found them to be very healthy and the landscape around the trees to be well maintained resulting in no action needed by the city to remove them. Councilmember Ekberg stated that the city does not allow healthy trees to be taken down in the right-of-way. He further stressed that the city has always valued its urban forest. The only reason to remove a tree is if it is diseased, pulling up the sidewalk or the like. It was noted that the city does not allow trees to be removed for view purposes and Councilmember Payne said that such a policy would have challenging repercussions. Mr. Karlinsey said that their only option would be to request the city to vacate this right-of-way, but added that the city would be reluctant to approve this.

3. PIERCE CONSERVATION DISTRICT STREAM TEAM PRESENTATION

DISCUSSION POINTS

Jami Gordon, representative of the Pierce Conservation District Stream Team (PCDST) spoke again about the benefits of joining this program. She gave a brief presentation at the City Council meeting on June 8, 2009. Ms. Gordon discussed many of the benefits of joining such a program. The city's involvement in the PCDST would satisfy some of the public outreach requirements of the NPDES permit. She described two ways to join. One would be through a contract and the other would be through a \$5 per parcel tax assessment. The assessment would be handled through the Assessor's office. Ms. Gordon further explained that to date they do not have any individual contracts this year, but in past years, they had contracts with Pierce County and the cities of Tacoma, Fife and Sumner. Contracts are based upon the direct relationship to the work being performed. The council committee had many questions about how their organization functioned and what the tax assessment would fund. Ms. Gordon stated that the \$5 assessment would directly fund a local agriculture component, a shell component and the PCDST.

RECOMMENDATION / ACTION / FOLLOW-UP

The committee requested more information from Ms. Gordon. They wanted to review an actual contract agreement, an example of a scope of work and an approximate cost for a comparable city. Ms. Gordon added that a contract for a city like Fife or Sumner had contracts in the amount of \$5,000 - \$6,000.

Meeting adjourned at 4:25 p.m.

Respectfully submitted:

Maureen Whitaker



Date: August 17, 2009
 To: Gig Harbor City Council
 From: Rob Karlinsey, City Administrator *RK*
 CC: Mayor Hunter

Subject: Proposed 2010 Budget Balancing Strategy

As determined during the “define the problem” phase of our 2010 budget balancing process last June, we have a projected 2010 General Fund budget deficit of approximately \$1.9 million. Were it not for the significant budget and position cuts made in the 2009 adopted budget as well as the additional administrative cuts made in the spring of this year, the budget gap would be much wider. To fill the projected 2010 budget gap, Mayor Hunter and I propose the following strategy:

Proposed 2010 Budget Balancing Strategy

	Cost Savings
No Transfer to Civic Center Debt Reserve ('09 & '10)	\$600,000
8-Day Furlough in 2009	\$116,000
10% Furlough Starting 1/1/10	\$376,000
Furlough Christmas Week 2010	\$58,000
Zero Percent COLA (due to -0.7% CPI)	\$67,209
-0.7% COLA for Non-Sworn, Non-Reps	\$2,100
No Top Step Bonuses	\$95,000
Federal Police Grant	\$85,000
<u>Position Cuts</u>	
Police Officer	\$101,000
PW Director	\$129,600
Engineering Community Development Assistant	\$69,300
Building Inspector	\$78,661
Building Dept. Community Development Assistant	\$63,900
Receptionist	\$52,200
Building Maint. Custodian - Reduce to 0.55 time	\$22,500
<hr/> Position Cuts Subtotal	<hr/> \$517,161
Shoreline Master Program Grant (net)	\$38,000
Judson/Stanich/Pioneer Design In-House	\$30,000
BB16 Interchange Justification Report Reduction	\$25,000
PenMet Brochure	\$25,000
Austin Estuary Grant - Billable Staff Time	\$15,000
Art Capital Transfer Back to GF	\$80,000
Total	\$2,129,470
Less Unemp./Leave Cashouts/Career Counseling	-\$173,848
Net Total Savings	\$1,955,622

The above strategy is built on 6.45 position eliminations, salary savings from other sources (0% COLAs, no top-step bonuses, and furloughs), revenue from grants (federal police grant, state shoreline grant, etc.), and program/project reductions & savings (PenMet brochure, Art Capital, and BB16 IJR).

The remainder of this memorandum will discuss the above strategy in more detail.

Civic Center Debt Reserve Transfer

The rationale for not transferring funds from the General Fund to the Civic Center Debt Reserve Fund was provided at the July 13, 2009 City Council meeting. The reasoning is as follows:

- The alternative, layoffs, will result in too deep of a cut in staffing and resulting service levels.
- When times are good, it makes sense to make additional payments; however, when revenues are down, it is more important to maintain service levels.
- The actual burden of the Civic Center debt service has grown over the years. For the first six years of the debt, the City paid interest only of \$391,000 annually on the 25-year loan. In June of 2007, the City started paying principal, and the annual debt service jumped by more than \$200,000 per year to approximately \$620,000. Adding an additional \$600,000 toward the reserve account is not currently sustainable in today's climate of declining revenues.

Furloughs

The City Council approved the eight furlough days for the remainder of 2009 at the August 10, 2009 City Council meeting. The Mayor and I are recommending a continuation of furloughs into 2010. Starting January 1, we recommend reducing the workweek by four hours (10%) and creating a four-day workweek (Monday through Thursday) at nine hours per day. City Hall and most City functions would be closed on Fridays. City Hall would be open for business from 8 a.m. to 5 p.m. Monday through Thursday.

In addition, we recommend furloughing employees and closing City Hall during the week between Christmas Day 2010 and New Years Day 2011 (same as what has been approved for 2009). The combined 10% reduced work week and Christmas week closure will result in a salary reduction approximately 11.5% in 2010. More detail on the service level impacts of these proposed furloughs for 2010 will come forth in September. Total savings of the approved 2009 furloughs and the proposed 2010 furloughs is estimated at \$550,000. The proposed 2010 furloughs will be subject to Council approval as well as noticing and impact bargaining with the guilds.

COLAs and Bonuses

The recently approved employee and supervisor guild contracts reduce the annual cost-of-living adjustment (COLA) minimum from 2% to 0%. The police guild contract, which expires at the end of this year, has no minimum COLA requirement. Our budget forecast had assumed a COLA of 1.5% for 2010. Due to the annual CPI-U coming in at just under 0%, we can reduce our COLA assumption to 0% and realize a resulting savings of approximately \$67,000.

Because revenues are down so significantly, I recommend that the City Council, as provided for in Section F of the “Performance - Pay System” chapter on page 24 of the City’s Personnel Regulations, should find that funding for top-step bonuses in 2010 is not available. This philosophy is in keeping with the fundamental concept of bonuses—when the “company” is making a “profit” (i.e., when times are good), bonuses are doled out. When revenues are contracting, bonuses are eliminated or at least dramatically reduced.

According to Merriam-Webster’s online dictionary (<http://www.merriam-webster.com/dictionary/bonus>), “bonus” in Latin literally means “good” and the word “Bounty” comes from this same root. According to Merriam-Webster, the most common definitions of bonus are “something in addition to what is expected or strictly due: as a: money or an equivalent given in addition to an employee's usual compensation; b: a premium (as of stock) given by a corporation to a purchaser of its securities, to a promoter, or to an employee; c: a government payment to war veterans; d: a sum in excess of salary given an athlete for signing with a team.” Given these common definitions and the language in our personnel regulations, I have reached the conclusion and recommendation that top-step bonuses are not warranted in 2010 and should be written out of the 2010 adopted budget.

Federal Police Grant

A recently-approved federal police grant will fund most (\$85,000) of a police position that was being considered for elimination. The City will still need to come up with approximately \$15,000 to pay the difference in salary and benefits in 2010. The grant will pay most of the salary and benefits for a police position for three years. By receiving the grant, the City commits itself to paying the full salary and benefits in the fourth year. Because the position already exists, start-up costs will be minimal—no new vehicle or significant equipment will need to be purchased.

Position Cuts

Despite the significant programmatic, project, and administrative cuts that have occurred over the past year, we believe that additional position eliminations are unfortunately still needed to balance the 2010 budget. Determining position eliminations is qualitative and quantitative, as well as difficult and painful for all involved. In evaluating which positions to cut, the following principles guided our decision:

Guiding Principles:

1. Preserve public safety and essential services (including adequate staffing to meet state and federal mandates, audit requirements, internal controls, etc.).
2. Minimize the impact to citizens.
3. Maintain a skilled, versatile workforce. The smaller our staff size, the more knowledgeable, experienced, and skilled they need to be.
4. Work to achieve Mayor & City Council goals and priorities.
5. Eliminate positions that are tied to reduced fee revenues.
6. Similarly, eliminate positions where reduced work load is expected.
7. Where possible and subordinate to the above principles, eliminate positions that are currently vacant or are filled with temporary employees.

8. Find areas where the city can make do with less internal service costs and thereby reduce its overhead (custodial services, for example).
9. Identify non-essential (but still valuable) activities that can be eliminated and consolidated accordingly. For example, in good times, a manager may spend a portion of his/her time on regional and state-wide policy issues and intergovernmental cooperation. In lean times, these activities can be reduced or eliminated, and the manager can take on more essential day-to-day duties of her/his department or division.
10. Because the budget is returning to a spending level of several years ago, the City should correspondingly (and where possible) return to service levels of several years ago. This principle does not universally hold true (take police where call volumes have significantly increased, for example), but can apply in certain situations.
11. Comply with collective bargaining agreements (seniority, for example).

In keeping with the above principles, justification for eliminating the positions as proposed on page one of this memorandum is as follows:

Police Officer. See guiding principle seven above. Given the regional commercial hub that this City is (daytime population is almost triple residential population) and given increased criminal activity and call volume over the years, I am reluctant to reduce a police officer position. Officer safety is paramount, and it is my belief that the City continue to work toward the goal of two-officer minimum staffing 24-7. Due to administrative and medical leaves as well as a position vacancy this year, we have had an unusual amount of police absences. Nevertheless, I believe the worst of those absences are behind us and that we will be more capable of achieving two-officer staffing on most shifts, thereby alleviating the impact of eliminating a police officer position.

Public Works Director. A primary reason for the 2007 reorganization that resulted in the creation of a Public Works Director position was the relatively immense capital agenda that was on the horizon at the time. While significant capital projects still remain (WWTP plant & outfall, BB16, etc.), funding for capital has been significantly reduced and the capital improvement plan forecast is no longer near the \$100 million that was projected over a five- to seven-year period. Given the reduced capital revenues (utility connection fees, grants, capital project bonds, etc.) and resulting workload reduction, a flatter organization is more justified and feasible. Under this flatter structure, the three division managers who report to the Public Works Director will report to me. The Public Works Director's assistant (Assistant City Clerk) will be assigned to the Engineering Division, and her workload will be maintained and/or reprioritized accordingly.

While a portion of the Public Works Director is currently charged to utilities, close to 100% of the salary savings will benefit the General and Street Operating Funds—remaining positions will be shifted and charged to the utility funds to offset the utility work formerly provided by the PW Director. In addition, we recently determined that we have been under-charging our maintenance workers to the Water Utility Fund—more accurately shifting these positions to the water fund will more than replace what was charged by the Director's position to the Water Fund and will also relieve pressure on the General and Street Operating Funds.

Engineering Community Development Assistant. With a lower-than-previously-anticipated capital project agenda, there should be fewer projects to support and correspondingly less work load. In carefully reviewing the scope and number of capital projects being supported in 2008, 2009, and

projected for 2010, there have not been as many new projects to fill the void left by completed or postponed projects. Examples include the following:

Completed or Postponed Capital Projects:

1. Olympic/56th Street – Completed in 2008.
2. 56th/Pt. Fosdick Street—Postponed due to lack of funding.
3. Hunt/Wollochet Signal Repair—Completed in 2009.
4. Wagner Way Traffic Signal—Postponed indefinitely (2011 or beyond) due to lack of developer contributions.
5. Transportation Comp Plan Amendments—nearing completion; should be wrapped up in 2009.
6. 50th Street Extension—Postponed indefinitely due to lack of funding; minor design work to wrap up in the next few months.
7. Grandview Street Improvements—Postponed indefinitely due to lack of funding.
8. Harborview/Judson Master Plan Construction—Scope significantly reduced due to lack of funding.
9. Pioneer Planter Box—completed in 2009.
10. Pt. Fosdick Sidewalk Gap—Postponed indefinitely due to lack of funding.
11. 38th Street—with the exception of \$50k for surveying & conceptual design, postponed indefinitely unless outside funding sources become available.
12. Austin Street Improvements—Complete in 2008.
13. Wastewater Comp Plan Update—wrapping up and projected completion in December 2009.
14. Utility Rate Study—Completed in 2008.
15. Eddon Boat Remediation Project—Completed in 2009; monitoring to continue for five years.
16. Eddon Boat Building Upgrades—Completed in 2009.
17. KLM Veterans Memorial Park—To be completed in 2009.
18. Stormwater Comp Plan Amendments—wrapping up and projected completion in December 2009.

New Projects

1. Comp Plan Revamp due 2011 as mandated by the state—majority of workload on planning side
2. Stanich-Judson In-house design
3. Waste Water System Marine Outfall Construction
4. WWTP Phase II Expansion Design (may be postponed due to lack of funding)
5. Cushman Trail Gap (\$100k State Funded)—project completion anticipated for late 2009, early 2010.
6. Donkey Creek/Austin Estuary Improvements

As shown above, the number of projects dropping off outnumbered the number of new projects coming on. With a smaller number of projects to support, less clerical help is needed. In addition, with the more senior Assistant City Clerk no longer supporting a Public Works Director and being transferred to Engineering, the division should have adequate clerical and administrative support. Other engineering employees with additional engineering skill and expertise (engineering technicians, senior and associate engineers) were preserved in order to accomplish the capital project workload that

remains (see guiding principle number 3).

Building Inspector and Building Community Development Assistant. Given the significant decline in Building & Fire Safety Department (B&FS) revenues, further position cuts are recommended. The tables below show the decline in both revenue and permit activity in this department since the peak of 2007:

YTD Building Permit Revenue (January through July)

	2007	2008	2009	'07 - '09 Diff.	'08 - '09 Diff
Building Permits - Basic Fees	692,000	326,471	114,025	-84%	-65.1%
Bldg Permit - Plan Check Fee	489,334	237,923	74,426	-85%	-68.7%
Bldg Permit - Base Plan Fee	100	1,653	118	18%	-92.8%
Plumbing Permit	41,460	22,138	7,147	-83%	-67.7%
Mechanical Permit	55,027	42,842	11,580	-79%	-73.0%
Sign Permit	2,267	5,733	3,662	62%	-36.1%
Fire Permits	26,329	22,385	13,303	-49%	-40.6%
Total	1,306,517	659,144	224,261	-83%	-66%

YTD New Building Permit Applications (January through July)

	2007	2008	2009	'07 - '09 Diff.	'08 - '09 Diff
New Commercial Buildings	20	5	0	-100%	-100.0%
Commercial Tenant Improvements	25	39	23	-8%	-41.0%
New Single Family Res. Buildings*	86	52	12	-86%	-76.9%
Single Family Remodels	6	7	3	-50%	-57.1%
All Building & Fire Safety Permits**	594	503	255	-57%	-49.3%

*Base Plans and New Residential combined

**All types, including foundations, remodels, signs, plumbing, fire, mechanical, etc.

The adopted 2009 budget has already cut a Building Inspector position as well as an Assistant Building Official position; however, these two position cuts are not enough to bring the department in line with its sharp decline in revenues and permit activity. As a result, we are proposing to eliminate one more Building Inspector position and the Community Development Assistant position in that department. To compensate for the loss of the Community Development Assistant, we will allocate half of the Planning Department's Community Development Assistant to the Building & Fire Safety Department. In addition, the Permits Coordinator may have to allocate more of her time to the B&FS Department as well (she currently supports all three development services functions: planning, building & engineering). As a result of these additional position cuts, the following positions remain in the B&FS Department in 2010:

- Building & Fire Safety Director
- Assistant Building Official/Fire Marshall
- Permit Coordinator
- ½ Community Development Transferred from Planning

Assuming the Permit Coordinator position is evenly allocated across the three development services divisions, the four position cuts (two in '09 and two proposed for '10) results in a 55% cut in the B&FS Department's staffing since the fall of last year. While this reduction is not insignificant, it is in line with the department's dramatic reduction in revenue and permit activity.

Other workload priorities of the B&FS Department, such as regional emergency management coordination, will need to either go away completely or be reduced dramatically. The B&FS Director will also have to perform more plan review and inspection work to help cover for the loss of the building inspector. Permit review and inspection turnaround time will most likely be affected by these proposed position cuts.

Receptionist. While the City's receptionist is an exemplary employee and adds significant value to our organization, other clerical staff in development services, with more experience and knowledge in their fields, can backfill the reception function. Staff in administration, finance, and court will also be expected to support the reception function. Although this reception position is one of our least expensive full-time positions, the proposed elimination of the position is in keeping with the third guiding principle of our position eliminations (the smaller the organization, the greater the need for employees with more experience and skill versatility).

Building Maintenance Custodian. We are proposing to bring this position down from full time to 0.55 time. In reviewing the daily, weekly, and monthly activities of this position, it appears that many of the duties this position performs can be done less frequently. For example, the person in this position cleans the police offices and restrooms (including floor mopping) five days per week. These activities can be reduced to two-three times per week. As another example, City Hall's main floor cleanings can be reduced from three times per week to once per week plus spot cleanings as needed. Other functions of this position, such as supervision of the Court's community service workers and ordering cleaning and paper supplies can be transferred to other divisions within the City. In addition, many (not all) of the routine building inspections can be reduced from monthly to bi-monthly. As a result of these task frequency reductions, this position can focus on the more core functions of the job, including building systems (HVAC, fire, roof, etc.) monitoring and maintenance.

Of the 6.45 position eliminations proposed above, 5.45 will be laid off. The proposed last day of employment for these positions is December 31, 2009.

Additional Cost Savings

The remaining costs savings outlined on page one of this memorandum (Shoreline Master Program Grant, Judson/Stanich Design In-House, BB16 IJR reduction, PenMet Brochure, Austin Estuary Grant, and Art Capital Transfer) are self-explanatory, have been discussed in prior staff reports and public meetings, or can be further discussed and debated during the 2010 budget process this fall.

Summary

In summary, the proposed costs saving measures outlined in this memorandum achieve the goal of closing the \$1.9 million budget gap predicted for 2010. Much of what we propose to remain in the 2010 budget is based on our analysis and understanding of Mayor and City Council priorities, work load needs, and revenue changes.

If the budget outlook improves and the year-end fund balance comes in higher than we had forecast, the Mayor and I recommend any additional funds be first allocated to one or more of the following:

- 2010 Road Rehabilitation (our current assumptions include \$0 for chipseals & overlays in 2010)
- Other Infrastructure Rehabilitation (Skansie Net Shed piling repair, Wilkinson Barn roof repair, etc.)
- Fund Balance Improvement
- Establishment of a Rainy Day Fund
- Resumption of Civic Center Debt Reserve Transfers
- Funding of other Council Priorities that have been cut as a resulting of this budget balancing process
- Reducing the duration of the 2010 furloughs

If the budget picture turns out to be worse than predicted, we will have to look at deeper cuts, including more positions, deeper furloughs, and/or remaining capital and programmatic reductions. However, given our conservative projections and given that we are more than half-way through the current fiscal year, I am optimistic that discussions on even deeper cuts will not have to take place this year.

As we have worked to develop the strategy set forth in this memorandum over the past several months, we appreciate the input we have received from the City Council, management, guilds, staff, and the public. Our proposed budget balancing strategy has been shaped by the very helpful input we have received.

Despite the large amount attention we have given to balancing the budget and the associated cuts, we as an organization need to remain focused on what we *can* do for the City, not on what we can't do. We still have adequate funds to provide basic services to the citizens of this community, and with these resources, we can continue to make a positive impact on the quality of life here in Gig Harbor.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 2009 marks the two hundred twenty-second anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

WHEREAS, Public Law 915 guarantees the insuring of a proclamation each year by the President of this great country designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, hereby declare the week of September 17 through September 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 14th day of September, 2009.

Charles L. Hunter, Mayor

Date

RECEIVED

AUG - 6 2009

CITY OF GIG HARBOR



Elizabeth Forey Chapter

1837 North Skyline Drive
Tacoma WA 98406-1930
August 5, 2009

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

RE: Constitution Week Proclamation

Dear Mayor Hunter:

In recent years the Mayor of Gig Harbor has joined with the Daughters of the American Revolution in celebrating Constitution Week, September 17 through September 23. Many governors and mayors will be joining in this observance by making a Proclamation. (The actual signing of the US Constitution was on September 17, 1787 making this the 222nd anniversary of that historical event.)

Hopefully you will join in this effort. If so, please let me know when the Proclamation will be prepared so it can be picked up. If you need any further information please feel free to contact me.

Thank you so very much for your cooperation in bringing this memorable event to the public's notice.

Sincerely,

A handwritten signature in blue ink that reads "Margaret Spangler". The signature is written in a cursive, flowing style.

Margaret W Spangler, Regent
Elizabeth Forey Chapter NSDAR
253/752-2230
Email: rcmwspangler@comcast.net

NOTICE OF LIQUOR LICENSE APPLICATION



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 8/04/09

UBI: 602-201-041-001-0005

License: 405241 - 1U County: 27
Tradename: BLAZING ONION
Loc Addr: 4701 POINT FOSDICK DR NW
GIG HARBOR WA 98335-2319
Mail Addr: 1018 187TH PL SW
LYNNWOOD WA 98036-4986
Phone No.: 425-697-3812 LORRI JONES

APPLICANTS:
D & L JONES, INC.
JONES, DAVID ALLEN
1962-01-10
JONES, LORRI LOUISE
1964-07-27

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

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?.....
(See WAC 314-09-010 for information about this process) | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

SPIRITS, BEER, WINE Only

Notice to local authorities: The purpose of this attachment is to provide further information to you regarding the type of business being practiced at the proposed location. This is a pilot program still in the testing stage. If you have any questions or concerns, please contact Sharon A. Hendricks, Manager at (360) 664-1619 or e-mail sah@liq.wa.gov.

Liquor License No.: 405241-1U

Trade name: BLAZING ONION

SPIRITS/BEER/WINE RESTAURANT QUESTIONS:

- ✚ What is the primary focus of your business? **Restaurant**
- ✚ What will your business hours be? **11 a.m. – 10 p.m. Sun – Thurs and 11 a.m. – 12 a.m. on Fri & Sat**
- ✚ During what times/days do you plan on offering full meal service? **goes to a minimal menu 1 hour before closing**
- ✚ If you are going to have any entertainment, describe what types of entertainment you are planning to provide? **no**
- ✚ On what days and times do you intend to provide this entertainment?
- ✚ Will the entertainment be live or recorded? Will it be amplified?
- ✚ Will your business have a dance floor, stage or other type of entertainment area? **No**
- ✚ Will persons under 21 years of age be allowed in the restaurant portion of your premises? **yes** (*If minor restriction is requested inform the applicant that: "The minor restriction includes employees as well as customers."*)

(If Service Bar wants any added activities their fees will automatically be increased from \$1,000 to \$1,600.)

- ✚ Do you intend to restrict minors from any portion of your premises? **lounge only** If so, during what times and in what portions of the premises? **all times**
- ✚ Will a cover charge or an admission fee be charged for entry into your business? **no**

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 08/06/2009

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20091130

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
MOCTEZUMAS GIG HARBOR, INC.	MOCTEZUMAS - GIG HARBOR POINT FOSDICK SQ SHOPPING CTR GIG HARBOR WA 98332 0000	077699	SPIRITS/BR/WN REST LOUNGE +
HARBOR BEANS, LLC	FORZA COFFEE COMPANY 5275 OLYMPIC DR NW STE 101 GIG HARBOR WA 98335 2306	404390	BEER/WINE REST - BEER/WINE OFF PREMISES

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 09/06/2009

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20091231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. FRED MEYER STORES, INC.	FRED MEYER #601 5500 OLYMPIC DR BLDG B GIG HARBOR WA 98335 0000	076448	GROCERY STORE - BEER/WINE GROCERY STORE - BEER/WINE
2. HARVESTER GIG HARBOR, INC.	HARVESTER RESTAURANT 5601 SOUNDVIEW DR GIG HARBOR WA 98335 0000	366707	SPIRITS/BR/WN REST LOUNGE +
3. FRED MEYER STORES, INC.	QUALITY FOOD CENTER / QFC #864 5010 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	070236	GROCERY STORE - BEER/WINE
4. FRED MEYER STORES, INC.	QUALITY FOOD CENTER / QFC #886 3110 JUDDSON AVE GIG HARBOR WA 98335 0000	362719	GROCERY STORE - BEER/WINE

NOTICE OF LIQUOR LICENSE APPLICATION



WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 9/03/09

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 601-820-258-001-0001
License: 363055 - 1U County: 27
Tradename: SPIRO'S BELLA NOTTE' PIZZA & PASTA
Loc Addr: 3108 HARBORVIEW DR
GIG HARBOR WA 98335
Mail Addr: 3108 HARBORVIEW DR
GIG HARBOR WA 98335-2124
Phone No.: 253-851-9200

APPLICANTS:
SPIRO'S BELLA NOTTE', INC.
BAKER, SUSAN BISHOP
1955-11-25
BAKER, TIMOTHY JOHN
1948-07-30

Privileges Upon Approval:
SPIRITS/BR/WN REST LOUNGE +
OFF-PREMISES SALE WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

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

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

TO: MAYOR OF GIG HARBOR

September 4, 2009

SPECIAL OCCASION # 093641

HOMESTEAD GROUP HOME
8802 RANDALL DR
GIG HARBOR WA 98332

DATE: OCTOBER 11, 2009
JANUARY 23, 2010

TIME: 3 PM TO 6 PM
5:30 PM TO 9:30 PM

PLACE: BEST WESTERN WESLEY INN - BROOKESIDE BALLROOM,
6575 KIMBALL DR W, GIG HARBOR

CONTACT: SUE BRAATEN 253-858-9690

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>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LAW ENFORCEMENT	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HEALTH & SANITATION	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
FIRE, BUILDING, ZONING	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>
OTHER:	_____	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

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



Subject: Resolution for Commute Trip Reduction - Affected Jurisdiction.

Proposed Council Action:

Motion to adopt this resolution reinstating the City as a jurisdiction with an affected employer as defined in the Transportation Demand Management Act.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk ^{mt}

For Agenda of: September 14, 2009

Exhibits: Resolution

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: ROK 8/24/09

Approved as to form by City Atty: VIA EMAIL 8/24/09

Approved by Finance Director: CP 8/09

Approved by Department Head: ROK 8/24/09

Expenditure	Amount	Appropriation	
Required \$0	Budgeted \$0	Required	\$0

INFORMATION / BACKGROUND

In 1991, the Washington State Legislature enacted the Transportation Demand Management Act and the city adopted Ordinance No. 669 to comply with the requirements of a jurisdiction with an affected employer (CenturyTel).

CenturyTel was later able to demonstrate that they were not affected because their employees reported to different locations. The definition of affected employer states 100 or more full-time employees at a *single worksite* who are scheduled to begin their regular work day between 6:00 a.m. and 9:00 a.m. (inclusive) on two or more weekdays per week for at least twelve continuous months.

Council then adopted Resolution 430 removing Gig Harbor from the requirement as a city with an affected employer. The ordinance remained in the code.

With the completion of St. Anthony Hospital, the City of Gig Harbor is once again a jurisdiction with an affected employer. The attached resolution is the first step in updating the plan to be in compliance with state law.

FISCAL CONSIDERATION

This program requires the development of a plan for both St. Anthony and city employees. This involves coordination with St. Anthony Hospital, Pierce County, and Pierce Transit for the transit section of the plan. When the plan has been drafted, it will be submitted to Puget Sound Regional Council and WSDOT for review. Once reviewed, PSRC will submit the plan to

the state Commute Trip Board for approval. Once approved the plan will come before City Council, along with an updated CTR Ordinance, for adoption.

Because the plan development and subsequent management requires a commitment of staff time, we are recommending an Interlocal Agreement with Pierce County to administer the program for the city in exchange for the city's share of state funds (approximately \$3500 over a two-year period). The cities of Lakewood, Puyallup and University Place all contract with Pierce County. Fife contracts with Tacoma to administer their program.

An Interlocal agreement will come before Council for approval at a later date.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt this resolution reinstating the City as a jurisdiction with an affected employer as defined in the Transportation Demand Management Act.

RESOLUTION NO. ____

A RESOLUTION REINSTATING THE CITY OF GIG HARBOR AS A JURISDICTION IN PIERCE COUNTY WITH AN AFFECTED EMPLOYER AS DEFINED IN THE TRANSPORTATION DEMAND MANAGEMENT ACT.

WHEREAS, the 1991 Washington State Legislature enacted the Transportation Demand Management Act at RCW 70.94.521 - .555, and the City Council passed Ordinance No. 669 to comply with this Act; and

WHEREAS, the intent of the Transportation Demand Management Act was to require certain local governments to develop and implement plans reducing single-occupant vehicle commute trips; and

WHEREAS, the Legislature intended such plans to require major employers and employers at major worksites to implement programs to reduce single-occupant vehicle commuting by employees at major worksites; and

WHEREAS, the City of Gig Harbor had one affected employer which later provided evidence that it was no longer an affected employer as defined in GHMC 10.28.030(B); and

WHEREAS, Gig Harbor City Council adopted Resolution No. 430, formally removing Gig Harbor as a city in Pierce County with an affected employer; and

WHEREAS, St. Anthony Hospital is now an affected employer, meaning an employer that employs 100 or more full-time employees at a single worksite who are scheduled to begin their regular work day between 6:00 a.m. and 9:00 a.m. (inclusive) on two or more weekdays per week for at least twelve continuous months; and

WHEREAS, RCW 70.94.527(5) provides that cities adopting commute trip reduction plans may enter into agreements through the interlocal cooperation act or by resolution or ordinance as appropriate with other jurisdictions to coordinate the development and implementation of such plans; and

WHEREAS, the City of Gig Harbor intends to form an interlocal agreement with Pierce County to coordinate the development and implementation of the plan; Now, Therefore;

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

Section 1. Reinstatement. The City of Gig Harbor will be reinstated as a jurisdiction with an affected employer and will begin the process to update and implement the Commute Trip Reduction Plan as codified in Chapter 10.28 GHMC.

RESOLVED this 14th day of September, 2009.

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk

Filed with City Clerk: 08/05/09

Passed by City Council: 09/14/09

Consent Agenda - 5

Karlinsey, Rob

From: Angela S. Belbeck [abelbeck@omwlaw.com]
Sent: Monday, August 24, 2009 2:32 PM
To: Karlinsey, Rob
Subject: RE: Attached CB & Resolution

Hi Rob. I had previously seen the resolution but not the council bill. The packet looks great. Thanks for checking.
--Angela

From: Karlinsey, Rob [mailto:karlinseyr@cityofgigharbor.net]
Sent: Monday, August 24, 2009 1:28 PM
To: Angela S. Belbeck
Subject: Attached CB & Resolution

Angela – Molly is out on vacation for the next couple weeks, and I didn't get a chance to ask her if you've reviewed the attached council bill & resolution. Please review and comment if you haven't already. Thanks,

--Rob



Subject: Acceptance of COPS Hiring Recovery Program (CHRP) grant

Proposed Council Action: Approve acceptance of the grant and authorize the Mayor to sign the official acceptance memo

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MD#1*

For Agenda of: September 14, 2009

Exhibits: COPS CHRP Award memo, signature form and final funding memorandum

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *PK*

Approved as to form by City Atty: via email

Approved by Finance Director: *JP 9/9/09*

Approved by Department Head: *MD#1 9/9/09*

Expenditure	Amount	Appropriation
Required \$8,806.20 a year	Budgeted \$ 8,806.20 a year	Required 0

INFORMATION / BACKGROUND

The COPS Hiring Recovery Program (CHRP) is funded through the American Recovery and Reinvestment Act (Recovery Act) of 2009, P.L. 11-5, and provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to create and preserve jobs, and to increase their community policing capacity and crime prevention efforts.

The CHRP grant covers 100 percent of the approved entry-level salary and fringe benefits of newly-hired or rehired, full-time sworn career officer over three years (36 months). There is no local match requirement, but CHRP grant funding is based on an agency's entry-level salary and fringe benefits, at the time of application. Any additional costs above the approved entry-level salaries and fringe benefits are the responsibility of the grantee agency. Furthermore, all grant recipients must retain a CHRP-funded officer position awarded for at least 12 months after the 36 month of federal funding has ended for each position.

On July 1, 2009 we received notification that we were awarded \$283,436.00 in federal grant funds to hire one (1) officer position from the COPS CHRP grant. As I mentioned above, this grant funding will pay for the full salary and benefits for an entry level officer over three years. We currently have one open officer position that is slated to be deleted from our budget next year. Our intention is to hire an experienced/lateral officer into this position. We historically bring lateral officers in at midrange on the salary scale, so the city will be obligated to provide approximately \$8,806.20 each year to cover the amount of salary and benefits the CHRP grant will not fund. Our current wage band for a police officer is \$4,518.00 to \$5,647.00 a month. There is a 25% spread between the top and bottom of the wage band. This equates to an additional salary obligation of 12% (\$564.50) the CHRP grant will not cover each month if we hire a lateral officer and bring him/her in at midrange (\$564.50 X 12 months = \$6774.00). Benefits are estimated to be 30% of base pay which equals an additional \$169.35 the city

will be obligated to pay a lateral officer each month above and beyond what the grant covers. Total salary and benefits costs the city will pay over the amount provided the CHRP grant is approximately \$8,806.20.

- Wage supplement-- \$564.50 X 12 months = \$6,774.00
- Benefits supplement-- \$169.35 X 12 months = \$2,032.20

\$ 8,806.20

We currently have a fully outfitted patrol vehicle and other associated equipment needed for the new officer, so additional costs will be minimal.

I would recommend we hire a lateral officer effective January 1, 2010. By hiring a lateral officer we will have a fully trained officer within twelve weeks, as opposed to a year for an entry level officer.

FISCAL CONSIDERATION

Approximately \$8,806.20 a year will have to be budgeted to supplement the entry level wage bringing it to the midrange salary which is provided to lateral officers.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the approval letter and accept the COPS CHRP grant amount of \$283,436.00.



U.S. Department of Justice
Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Avenue, N.W.
Washington, DC 20530

July 28, 2009

Chief Michael Davis
Gig Harbor Police Department
3510 Grandview Street
Gig Harbor, WA 98335

Re: COPS Hiring Recovery Program Grant # 2009RKWX0894
ORI#: WA02718

Dear Chief Davis:

Once again, I would like to congratulate you on receiving a COPS Hiring Recovery Program (CHRP) award. Your award is for 1 officer positions and \$283,436 in federal funds over a three-year grant period. Your agency may now begin hiring or rehiring officers to fill CHRP grant-funded positions.

Enclosed in this package is your grant award. **The Award Document must be signed and returned to the COPS Office within 90 days to officially accept your grant.** The Frequently Asked Questions (FAQ) document included in this package should be helpful in answering any questions you may have about accepting your award, or requesting additional time to do so. Beginning on the reverse side of your Award Document, you will find a total of three pages of CHRP Grant Terms and Conditions. You should read and familiarize yourself with all 16 terms and conditions that apply to your CHRP award.

A supplemental online award package for CHRP grantees can be found at <http://www.cops.usdoj.gov/Default.asp?Item=2271>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents associated with your award, including the CHRP Grant Owner's Manual, which specifies the terms, conditions, and requirements of your grant. Also, within a few weeks you should receive an important package from the Office of the Chief Financial Officer, Office of Justice Programs, which will contain the forms and instructions necessary to begin drawing down funds for your grant.

As mentioned at the time of announcement, each CHRP application was subject to a thorough review, and some of your application information may have been updated or corrected from the original version submitted to COPS. If you have not yet done so, please access your application at <http://www.cops.usdoj.gov/Default.asp?Item=464>, and print and maintain a final copy for your records (if you are unable to print a copy of your application, please contact the COPS Office at 800.421.6770).

The Financial Clearance Memorandum (FCM) and Final Funding Memorandum (FFM) included in this package reflect allowable costs and amounts under your award. The FCM specifies the amount of COPS Hiring Recovery Program funds awarded to your agency for officer salaries and approved benefits, while the FFM contains the final officer salary and fringe benefit categories and

amounts for which your agency was approved. Please review both documents carefully, as your agency may only be reimbursed for the amounts and approved cost categories indicated.

As a reminder, under CHRP all positions awarded (or an equal number of veteran officers) must initiate or enhance community policing in accordance with the community policing plan as described within Section 5 of your application. If for any reason your agency finds that your community policing plans have significantly changed from those outlined in your application (e.g., because you received fewer officers than originally requested and thus must alter the scope of your community policing plans), please revise the plan accordingly and submit it to the COPS Office for review and approval. You should also contact the COPS Office if, for any reason, you need to modify your grant award. This includes any reallocation of your awarded positions across the three primary hiring categories (i.e., new hires, rehires of officers laid off pre-application, and rehires of officers laid off or scheduled to be laid off post-application).

As explained at the time of grant application, there are significant reporting requirements on the use of CHRP funds. In addition to quarterly financial and programmatic progress reports submitted to the COPS Office, CHRP grantees are also required to submit quarterly Recovery Act reports within 10 days after the end of each calendar quarter to www.FederalReporting.gov. These Recovery Act reports will be made available to the public on www.Recovery.gov. All grantees must be registered as authorized users prior to submitting reports to www.FederalReporting.gov. The registration function on www.FederalReporting.gov will be available no later than August 26, 2009. Please note that registration with this website also requires users to be registered with the Central Contractor Registration (CCR) and have a Dun & Bradstreet Data Universal Numbering System (DUNS) number. Registering with CCR and obtaining a DUNS number take additional processing time, so your agency should take immediate steps to meet these requirements in advance of registration with www.FederalReporting.gov. For additional information on CCR and DUNS, please refer to the CHRP Grant Owner's Manual at <http://www.cops.usdoj.gov/Default.asp?Item=2270>.

Finally, please remember that grantees must retain all sworn officer positions awarded under the CHRP grant for a minimum of 12 months following the 36-month federal funding period. The retained CHRP-funded position(s) should be added to your law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. In your CHRP grant application, your agency was required to affirm that it plans to retain the additional officer positions awarded following the expiration of the grant, and to identify the planned sources of retention funding. If, during the life of the grant, you have questions regarding the retention requirement or your retention funding sources, please contact the COPS Office for assistance.

Once again, congratulations on your CHRP award. If you have any questions about your grant, please do not hesitate to call the COPS Office Response Center at 800.421.6770.

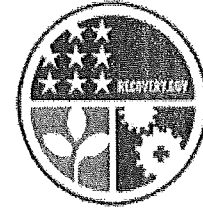
Sincerely,



David M. Buchanan
Acting Director



U.S. Department of Justice
Community Oriented Policing Services (COPS)



Grants Administration Division
COPS Hiring Recovery Program

1100 Vermont Avenue, NW
 Washington, DC. 20530

MEMORANDUM

To: Chief Michael Davis
 Gig Harbor Police Department

From: Andrew A. Dorr, Assistant Director for Grants Administration

Re: COPS Hiring Recovery Program (CHRP) Final Funding Memorandum
Revised on August 5, 2009

The COPS Office has completed the financial analysis of your agency's budgeted costs. This Final Funding Memorandum (FFM) reflects your agency's final approved officer salary and fringe benefit categories and approved salary and benefits amounts. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS based on communication with your agency. Therefore, you should carefully review this FFM, as your agency will only be reimbursed for the approved cost categories that are shown within this document.

OJP Vendor #: 916001435 ORI #: WA02718 Grant #: 2009RKWX0894 DUNS#:
 014365621

Full-Time Sworn Officer Information

Current First Year Entry-Level Base Salary for One Sworn Officer Position: \$54216.00

<u>Fringe Benefits</u>	<u>Cost</u>	<u>Additional Information</u>	
Social Security:	\$0.00	Exempt: 1	Fixed Rate: 0
Medicare:	\$786.00	Exempt: 0	Fixed Rate: 0
Health Insurance:	\$20808.00		

Life Insurance: \$196.00

Vacation: \$2086.00 **Number of Hours Annually:** 80

Sick Leave: \$2503.00 **Number of Hours Annually:** 96

Retirement: \$2960.00

Worker's Comp: \$998.00 **Exempt:** 0

Unemployment Ins: \$0.00 **Exempt:** 1

Other: 401K Plan - \$3361.00 **Describe:** 401 (a) in place of Social Security

Other: - Describe:

Other: - Describe:

Total Current First Year Entry-Level Benefits for One Sworn Officer Position = \$33698.00

Total Year1 Salary \$ + Total Year 1 Benefits = \$87914.00

Total Year 2 entry-level salary for one sworn officer position: \$59095.00

Total Year 2 entry-level benefits for one sworn officer position: \$34417.00

Total Year 3 entry-level salary for one sworn officer position: \$64414.00

Total Year 3 entry-level benefits for one sworn officer position: \$37596.00

REPRINT



U. S. Department of Justice
Community Oriented Policing Services



Grants Administration Division COPS Hiring Recovery Program

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Chief Michael L. Davis
Gig Harbor Police Department

From: Andrew A. Dorr, Assistant Director for Grants Administration

Re: COPS Hiring Recovery Program Financial Clearance Memo

OJP Vendor #: 916001435 ORI #: WA02718 DUNS #: 014365621 Grant #: 2009RKWX0894

Total Number of Full Time Officers Funded 1 Costs Per Officer: \$283,436.00 Total Cost: \$283,436.00

New Hires: 1

Rehires- Pre-Application Layoffs: 0

Rehires- Post-Application Layoffs: 0

Budget Category	Proposed Budget	Approved Budget	Adjustments	Disallowed/Adjusted - Reasons/Comments
Full Time Officer Salary	\$177,725.00	\$177,725.00	\$0.00	
Full Time Officer Fringe Benefits	\$105,711.00	\$105,711.00	\$0.00	
Officer Salary and Fringe Benefits for Three Years	\$283,436.00	\$283,436.00	\$0.00	
Total CHRP Funding for 1 Officers	\$283,436.00	\$283,436.00	\$0.00	

Total CHRP Funding for 1 Officers	Federal Share: \$283,436.00
--	------------------------------------

Cleared Date: 6/29/2009

Overall Comments:

A financial analysis of budgeted costs has been completed, and this Financial Clearance Memorandum reflects the amount of COPS Hiring Recovery Program funds awarded to your agency for officer salaries and approved benefits. Please note that the salary and benefit costs requested in your original application may have been updated or corrected from the original version submitted to COPS. You should carefully review your Final Funding Memo (FFM), which is enclosed in your award package. The FFM contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. You will note that some costs may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FFM, up to the amounts specified in this Financial Clearance Memorandum.

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant Terms and Conditions

By signing the Award Document to accept this COPS Hiring Recovery Program (CHRP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. The grantee agrees to comply with the terms and conditions in this COPS Hiring Recovery Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); American Recovery and Reinvestment Act (Recovery Act) of 2009, P.L.111-5; representations made in the COPS Hiring Recovery Program grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. The grantee agrees to comply with the Assurances and Certifications forms that were submitted as part of its COPS Hiring Recovery Program application.
3. The funding under this project is for the payment of approved full-time entry-level sworn officer salaries and fringe benefits over three years (for a total of 36 months of funding) for new or rehired additional, career law enforcement officer positions, hired on or after the award start date. The Financial Clearance Memorandum included in your award packet specifies the costs that the grantee is allowed to fund with your CHRP award. It will also describe any costs which have been disallowed after review of your proposed budget. The grantee may not use CHRP funds for anything not identified as allowable in the Financial Clearance Memorandum.
4. CHRP grant funds may not be used to replace state or local funds (or, for tribal grantees, Bureau of Indian Affairs funds) that would, in the absence of federal aid, be made available for hiring and/or rehiring full-time career law enforcement officer positions.
5. At the time of grant application, the grantee committed to retaining all CHRP officer positions awarded with state and/or local funds for a minimum of 12 months at the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded positions that would have existed in the absence of the grant. You cannot satisfy the retention requirement by using CHRP positions to fill vacancies from attrition.
6. The grantee may request an extension of the grant award period to receive additional time to implement the grant program. Such extensions *do not* provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include delays in hiring COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows the grantee to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award, as extension requests received after an award has expired will be approved only under very limited circumstances.
7. During the CHRP grant award period, it may become necessary for an agency to modify its CHRP grant award due to changes in an agency's fiscal or law enforcement situation. For instance, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category or reduce the total number of positions awarded. Grant modifications under CHRP are evaluated on a case-by-case basis. All modification requests must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
8. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Recovery Program. The grantee agrees to cooperate with the monitors and evaluators.
9. To assist the COPS Office in the monitoring of your award, the grantee agrees to submit quarterly programmatic progress reports and quarterly financial reports in addition to any reports required by the Recovery Act. The grantee also agrees to submit all requested reports in a timely manner.
10. The COPS Office performs various functions to ensure compliance with all grant requirements, to assess the implementation of community policing in awarded jurisdictions, and to provide technical assistance to grantees. Grant monitoring activities are routine during the grant period and may occur up to three years following the official closure of the grant award. These functions, and others, often require the production of grant-related documentation and other materials. As a COPS CHRP grantee, you agree to cooperate with any such requests for information.
11. The grantee agrees to comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E). For assistance, grantees should consult the Office of Justice Programs, Office for Civil Rights website at www.ojp.usdoj.gov/about/ocr/ceop.htm.
12. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
13. All newly hired, additional officers (or an equal number of redeployed veteran officers) funded under CHRP must engage in community policing activities. Community policing activities to be initiated or enhanced by the grantee were identified and described in your CHRP grant application, with reference to each of the following elements of community policing: a) community

COPS Hiring Recovery Program Grant Terms and Conditions

partnerships and support; b) related governmental and community initiatives that complement the grantee's proposed use of CHRP funding; and c) how the grantee will use the funds to reorient its mission or enhance its commitment to community policing.

14. Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this CHRP grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee's own jurisdiction. Grantees cannot use CHRP funds to pay for a contract to receive law enforcement services from another agency.
15. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
16. The grantee understands that the COPS Hiring Recovery Program is funded through the American Recovery and Reinvestment Act (Recovery Act) of 2009 and agrees to comply with the extensive accountability and transparency requirements on the use of Recovery Act funds:

(A) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(1) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 28 C.F.R. 70 "Uniform Administrative Requirements for Grants and Agreements for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" and 28 C.F.R. 66 "Uniform Administrative Requirements for Grants and Agreements for State and Local Governments," the recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(2) For a recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," the recipient agrees to separately identify the expenditures for federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(3) The recipient agrees to separately identify to each sub-recipient (if any) and document at the time of sub-award and at the time of disbursement of funds, the federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

(4) The recipient agrees to require their sub-recipients (if any) to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of Recovery Act funds as well as oversight by the Department of Justice, Office of the Inspector General and Government Accountability Office.

(B) Recipient Reports and Central Contractor Registration

(1) The recipient agrees to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(2) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(3) The recipient and their first-tier recipients (if any) must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(4) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.

(C) Data Elements of Recipient Reports

In accordance with section 1512(c) of the Recovery Act, the recipient agrees that not later than 10 days after the end of each calendar quarter, each recipient that received Recovery Act funds from a federal agency shall submit a report to that agency that contains —

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including —
 - (a) the name of the project or activity;
 - (b) a description of the project or activity;

U. S. Department of Justice
Office of Community Oriented Policing Services
COPS Hiring Recovery Program Grant Terms and Conditions

- (c) an evaluation of the completion status of the project or activity;
- (d) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
- (e) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on subcontracts or subgrants (if any) awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

These reports are in addition to other financial and programmatic reports required by the COPS Office.

(D) Access to Records and Interviews

The recipient agrees that the Department of Justice (DOJ) and its representatives (including COPS and the Office of the Inspector General (OIG)) and the Government Accountability Office (GAO) shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award. The recipient also agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient regarding transactions related to this Recovery Act award.

(E) Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient agrees to promptly refer to the Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. The OIG may be contacted at OIG.hotline@usdoj.gov, www.usdoj.gov/oig/FOIA/hotline.htm, and 800.869.4499.

(F) Protecting State and Local Government and Contractor Whistleblowers

The recipient agrees that the Recovery Act provides certain protections against reprisals for employees of non-federal employers (state and local governments or private contractors) who disclose information to federal officials reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds.

(G) Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The recipient agrees to maintain accounting systems and records that adequately track, account for, and report on all funds from this Recovery Act award (including officers hired, salaries and fringe benefits paid, and the number of jobs created and jobs preserved) separately from all other funds (including other COPS and federal grants awarded for the same or similar purposes).

(H) Additional Requirements and Guidance

The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future COPS (including government-wide) guidance and clarifications of Recovery Act requirements.



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division
COPS Hiring Recovery Program

Treasury Account Symbol (TAS) 15-09/10-0412

Grant #: 2009RKWX0894

ORI #: WA02718

Applicant Organization's Legal Name: Gig Harbor Police Department

OJP Vendor #: 916001435

DUNS#: 014365621

Law Enforcement Executive: Chief Michael L. Davis

Address: 3510 Grandview Street

City, State, Zip Code: Gig Harbor, WA 98335

Telephone: (253) 853-2420

Fax: (253) 851-2399

Government Executive: Mayor Charles L. Hunter

Address: 3510 Grandview Street

City, State, Zip Code: Gig Harbor, WA 98335

Telephone: (253) 853-7611

Fax:

Award Start Date: 7/1/2009

Award End Date: 6/30/2012

Full Time Officers Funded: 1

New Hires: 1

Rehires - Pre-Application Layoffs: 0

Rehires - Post-Application Layoffs: 0

Award Amount: \$283,436.00

JUL 1 0 2009

David Buchanan

Acting Director

Date

By signing this Award Document, the grantee agrees to abide by all 16 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

Typed Name and Title of Law Enforcement Official

Date

Signature of Government Official with the Authority to Accept this Grant Award

Typed Name and Title of Government Official

Date



Subject: Water Rights Assistance –
Amendment to Agreement for Attorney
Services

Proposed Council Action: Authorize
Amendment No. 2 to the agreement for
attorney services with Law Office of T. D.
Mortimer for legal assistance related to the
water rights for the City.

Dept. Origin: Public Works Department

Prepared by: Jeff Langhelm 
Senior Engineer

For Agenda of: September 14, 2009

Exhibits: Amendment to Agreement for
Attorney Services

Initial & Date

Concurred by Mayor:

Approved by City Administrator: POK 9/10/09

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

Approved by Finance Director: DP 9/10/09

Approved by Department Head: DB 9/8/09

Expenditure	Amount	Appropriation
Required \$15,000	Budgeted \$40,000	Required \$0

INFORMATION / BACKGROUND

On February 9, 2009 the City Council authorized Amendment No. 1 to the Agreement for Attorney Services between the City and the Law Offices of T.D. Mortimer.

The intent of Amendment No. 1 and the original agreement has been to assist the City in meeting the future water demands of the City's water system by assisting with many tasks, including advising in issues related to service area adjustments and completing the existing August 2000 water right application for Well No. 9 and starting a new water right application for Well No. 10.

However, late in February 2009 and in April 2009 the City received two separate requests to revise the City's water service area. These requested revisions are being reviewed by the City through the Comprehensive Plan Amendment Process. When Amendment No. 1 was approved, and prior to the most recent Council Meeting on August 10, 2009, the City did not anticipate the extent of services that would be provided by Mr. Mortimer in August 2009 related to the two proposed water service area revisions. Therefore the budget provided in Amendment No. 1 has been reduced to a level that does not allow for the completion of necessary items in Amendment No. 1.

Amendment No. 2 provides additional funding in the contract to replace the added services provided by Mr. Mortimer related to the proposed water service area revisions.

FISCAL CONSIDERATION

The 2009 Water Capital Fund has allocated the following for this project:

2009 Budget for Water Rights Annual Advocate/Permitting, Water Capital, Objective No. 5 (420-026-594-34-63-97)	\$ 40,000
Anticipated 2009 Expenses:	
Amendment No. 1 to 2008 Contract	\$ (20,000)
Proposed Amendment No. 2 to 2008 Contract	\$ (15,000)
Remaining 2009 Budget =	\$ 5,000

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize Amendment No. 2 to the agreement for attorney services with Law Office of T. D. Mortimer for legal assistance related to the water rights for the City.

**AMENDMENT NO. 2
TO
AGREEMENT FOR ATTORNEY SERVICES**

THIS AMENDMENT NO. 2 to that certain Agreement for Attorney Services dated March 24, 2008 (the "Agreement"), is entered into by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and the LAW OFFICES OF T.D. MORTIMER (the "Attorney"), collectively referred to as the "parties".

WHEREAS, the extent of legal services related to advisement for water service area adjustments were underestimated in Amendment No. 1 to the Agreement due to two separate requests after approval of Amendment No. 1 to increase the City's water service area; and

WHEREAS, the parties desire to amend the costs information set forth in the Amendment No. 1 to the Agreement;

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

TERMS

SECTION 1. Section 3 of the Agreement, Compensation, is hereby amended to read as follows:

The City hereby agrees to pay Attorney for legal services for the work described in Attachment "A-1" to Amendment No. 1 at the rate of two hundred ten dollars (\$210.00) per hour, up to an amount not-to-exceed \$35,000. Attorney agrees to use every appropriate method to contain his fees on these matters.

The attorney authorized to work on the matters described above is Tom Mortimer. The charge for legal services provided will be based on actual time or based on increments which are no greater than 6 minutes.

The Attorney may bill for travel time at two-thirds of the above hourly rate, but for no more than two (2) hours from portal to portal during one day. No separate charges shall be paid for such office expenses as the following ordinary costs of doing business: local and long distance telephone costs and charges, postage, meals, clerical staff work, supplies, and word processing. The City agrees to reimburse the extraordinary expenses incurred by Attorney, at cost with no mark-up as follows: legal messenger services, photocopies prepared by the Attorney's office shall be reimbursed at a rate of \$0.10 per page, photocopies prepared by outside reproduction service shall be reimbursed at the cost; computerized legal

research over and above the Attorneys' monthly fee shall be reimbursed at cost but only when approved in advance by the City Attorney; and mileage shall be reimbursed at the prevailing IRS rate.

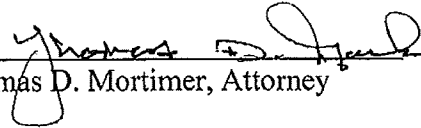
EXCEPT AS EXPRESSLY MODIFIED BY THIS AMENDMENT NO. 2, ALL TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

DATED this ____ day of _____, 2009.

CITY OF GIG HARBOR

LAW OFFICES OF T.D. MORTIMER

By: _____
Mayor Charles L. Hunter

By:  _____
Thomas D. Mortimer, Attorney

ATTEST/AUTHENTICATED:

By: _____
City Clerk Molly Towslee

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Angela S. Belbeck



Subject: Boys and Girls Club Sanitary Sewer Facilities Easement and Maintenance Agreement and Storm Water Facilities Maintenance Agreement and Restrictive Covenant (EN-08-0047)

Dept. Origin: Engineering Department

Prepared by: Willy Hendrickson *WH*
Engineering Technician

For Agenda of: September 14, 2009

Proposed Council Action: Approval of the Sanitary Sewer and Storm Water Agreements as presented.

Exhibits: One Sanitary Sewer Facilities Easement and Maintenance Agreement and one Storm Water Facilities Maintenance Agreement and Restrictive Covenant Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RJK 9/9/09*

Approved as to form by City Atty: VIA EMAIL

Approved by Finance Director: NA

Approved by Department Head: *WH 9/9/09*

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

As a condition of project approval of the Boys and Girls Club project located at 8502 Skansie Avenue, Gig Harbor, Sanitary Sewer and Storm Water Facilities Maintenance Agreements are required. This will ensure that the sanitary sewer system and storm water system will be constructed, operated and maintained in accordance with all applicable rules and regulations. The sanitary sewer system and storm water system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of these systems. These agreements allow the City a nonexclusive right-of-entry onto those portions of the property in order to access the sanitary sewer system for inspection and monitoring of the system.

FISCAL CONSIDERATION

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

RECOMMENDATION / MOTION

Move to: Approval of the Sanitary Sewer and Storm Water Agreements as presented.

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):
Sanitary Sewer Facilities Easement and Maintenance Agreement

Grantor(s) (Last name first, then first name and initials)
Boys and Girls Club of South Puget Sound; Pierce County

Grantee(s) (Last name first, then first name and initials)
City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)
Section 06, Township 21 N, Range 02 E

Assessor's Property Tax Parcel or Account number: 0221063045

Reference number(s) of documents assigned or released: _____

**SANITARY SEWER FACILITIES EASEMENT
AND MAINTENANCE AGREEMENT**

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this _____ day of _____, 200__, by and among the City of Gig Harbor, a Washington municipal corporation (the "City"), Boys and Girls Club of South Puget Sound, a Washington non-profit organization, located and doing business at 1501 Pacific Avenue, Suite 301, Tacoma, WA 98402 (the "Tenant") and Pierce County, a political subdivision of the State of Washington (the "County").

RECITALS

WHEREAS, the County is the owner of fee title in certain real property located in Gig Harbor, Washington, located at 8500 Block of Skansie Avenue (the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, by way of that certain Ground Lease dated _____, Tenant leased the Property from the County for a term of 50 years commencing on _____, 2008, for the purpose of Tenant constructing and occupying the Boys and Girls Club facility; and

WHEREAS, in connection with the Tenant's proposed development of the Property, the City has required and the Tenant has constructed a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of Barghausen Consulting Engineers, Inc., dated August 1, 2008 (hereinafter the "Plans"), for the Tenant's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is private, and will not be the responsibility of nor owned, operated or maintained by the City; and

WHEREAS, the private sanitary sewer will eventually be connected to the City's sanitary sewer system and the City desires an easement to definitively establish the permissible location of the City's access on the Property described in **Exhibit A**, for the purposes described in this Agreement; and

WHEREAS, it will be the sole responsibility of the Tenant to pay all costs associated with the ownership, operation, maintenance, including repair, rehabilitation,

replacement, alterations and/or any other modifications to the sanitary sewer on Exhibit A.

WHEREAS, the parties have entered in to this Easement and Maintenance Agreement, in order to ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations;

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

TERMS

Section 1. Affected Property. The real property subject to this Agreement is legally described in **Exhibit A**.

Section 2. Definitions. As used in this instrument:

A. The words "Tenants' Association" refers to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in **Exhibit B** on the Property, which may be independently conveyed by the Tenant or its successors and assigns to a Tenants' Association, and to which the Tenants' Association may provide other services in order to benefit the Tenants of property within the plat or the Property.

Section 3. Maintenance Obligations. The Tenant, its successors, assigns and/or Tenants of an after-acquired interest in the Property, hereby covenant and agree that they are jointly and severally responsible for the installation, operation, perpetual maintenance, of a sanitary sewer system on the Property, as shown on the Plans attached hereto as **Exhibit B**. The sanitary sewer system shall be operated, maintained and preserved by the Tenant in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The sanitary sewer system shall be preserved in conformance with the Plans until such time as all parties to this Agreement, including the City, agree in writing that the sanitary sewer system should be altered in some manner or eliminated. In the event the sanitary sewer system is eliminated as provided hereinabove, the Tenant shall be relieved of operation and maintenance responsibilities. No such elimination of the sanitary sewer system will be allowed prior to the Public Works Director's written approval.

Section 4. Notice to City. The Tenant shall obtain written approval from the Director prior to performing any alterations or modifications to the sanitary sewer system located on the Property described in Exhibit A. No part of the sanitary sewer system shall be dismantled, revised, altered or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

Section 5. Easement for Access. The County hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in **Exhibit C**, attached hereto and incorporated herein by this reference. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the sanitary sewer system on the Property for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 7 herein.

Section 6. Assignment to a Tenants' Association. In the event that a Tenants' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in **Exhibit A**, the Tenant may assign responsibility for installation and perpetual maintenance of the sanitary sewer system to such Tenants' Association for so long as the Tenants' Association remains in existence and upon the conditions that the Tenants' Association assumes all of the obligations, liabilities, covenants and agreements of the Tenant under this Agreement. Such assignment of the Tenant's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Tenant shall have no further responsibility or liability under this Agreement.

Section 7. Rights of the City of Gig Harbor.

A. Execution of this Agreement shall not affect the City of Gig Harbor's present or future interest or use of any public or private sanitary sewer system. If the City determines that maintenance is required for the sanitary sewer system, and/or there is/are illegal connection(s) to or discharges into the sanitary sewer system, the Public Works Director or his/her designee shall give notice to the Tenant(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Tenant(s) shall perform such work. If the maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Tenant(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5) days after such notice is mailed, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the sanitary sewer system, the City's facilities or the public health and safety, such five (5) day period will be waived, and the necessary maintenance will begin immediately. In no case will the County have any duty or responsibility for any required maintenance costs of the sanitary sewer system, or for any costs which may occur in the event the Tenant fails to make the required repairs.

B. In order to assure the proper maintenance of the Tenant's sanitary sewer system, and to ensure there will be no damage to the City's sanitary sewer system, the City of Gig Harbor shall have the right, but not the obligation, to inspect and monitor the

Tenant's system. In addition, the City shall have the right as provided below, but not the obligation, to maintain the system, if the Tenant(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure is sent to the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Tenant or Tenants' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the Property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Tenant(s). The City shall have not right to impose materialmen's and/or laborer's liens and to foreclose upon any Properties owned by the County.

D. If the City exercises its rights under this Section, then the Tenant(s) or Tenants' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Tenant's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under chapter 35.67 RCW, or any other applicable law. Any such lien attachment or collection process will be the sole responsibility of the Tenant and shall not in any way affect the County property interests. The County will not be responsible for any costs related to this sanitary sewer.

E. In addition to or in lieu of the remedies listed in this Section, if the Tenants or Tenant's Association, after the written notice described in Section 7A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code. The County shall not be a party or responsible for any violation or penalties associated with this sanitary sewer.

Section 8. Indemnification of City. The Tenant(s) agree to defend, indemnify and hold harmless the City of Gig Harbor and Pierce County, their officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Tenant(s), or arising by reason of any omission or performance under this Agreement by the Tenant(s), its successors and assigns, and/or Tenants' Association, of any of the

obligations hereunder, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Gig Harbor or Pierce County, their appointed or elected officials or employees or agents.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph of this contract is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in the preceding paragraph of this contract shall be valid and enforceable only to the extent of the indemnitor's negligence.

Section 9. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

Section 10. Terms Run with the Property. The terms of this Easement and Maintenance Agreement are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 11. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt or three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Tenant at the addresses set forth below:

To the City:

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

To the County:

Pierce County Parks & Recreation
Services Division
9112 Lakewood Dr., SW, Suite 114
Lakewood, WA 98499

To the Tenant:

Rickard W. Guild
President/CEO
Boys and Girls Club of South Puget Sound
1501 Pacific Ave, Suite 301
Tacoma, WA 98402

Section 12. Severability. Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

Section 13. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 14. Governing Law, Disputes. Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce County Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

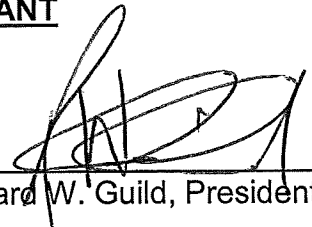
Section 15. Entire Agreement. This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this _____ day of _____, 2009.

THE CITY OF GIG HARBOR

TENANT

By: _____
Mayor Charles L. Hunter

By:  _____ 9.2.09
Rickard W. Guild, President

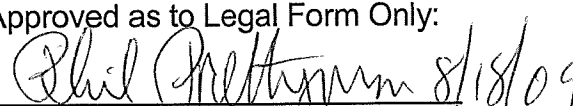
ATTEST:

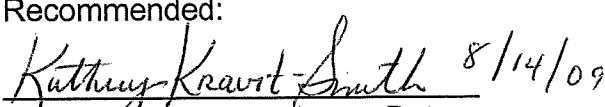
Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

PIERCE COUNTY

Approved as to Legal Form Only:
 8/18/09
Deputy Prosecuting Attorney Date

Recommended:
 8/14/09
Department Director Date

M. P. Kinney 8-26
Budget & Finance Date

Final Action:
Pat McCarthy 8/28/09
Pierce County Executive Date

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/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: 8/28/09

Carla Hall

Printed: Carla Hall
NOTARY PUBLIC in and for Washington
Residing at: University Place
My appointment expires: 9/7/11

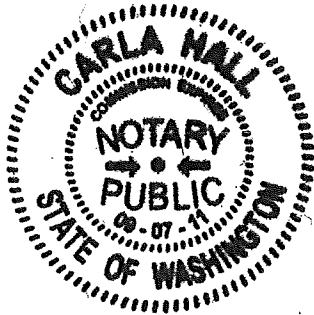


EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Section 06 Township 21 Range 02 Quarter 34 : COM AT SW COR OF
SW TH N 85 DEG 36 MIN 40 SEC E ALG S LI SD SUBD 670 FT TH N 02
DEG 34 MIN 33 SEC W 1530.77 FT TO A PT 605 FT E OF W LI SD SW
BEING POB TH N 00 DEG 12 MIN 32 SEC W PAR/W W LI SD SW TO INTER
N LI SD SW TH E ALG N LI TO INTER SWLY LI OF PROP CYD TO ST OF
WA #2420710 TH SELY ALG SD SWLY LI & SWLY LI OF PROP CYD TO ST
OF WA #244865 TO INTER A LI PAR/W & 1530 FT N OF S LI SD SUBD TH
S 85 DEG 36 MIN 40 SEC W ALG SD PAR LI 1092.01 FT TO POB LESS N
350 FT CYD TO CY OF GIG HARBOR PER AFN 99-05-26-0706 OUT OF
3-033 SEG L0416 12/21/99 MA (DC 3-1-00 CK)

EXHIBIT C
EASEMENT LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, LYING WITHIN THE LIMITS OF A STRIP OF LAND 15 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6;

THENCE SOUTH 89°59'30" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 670.00 FEET;

THENCE NORTH 01°49'17" EAST 1530 FEET, MORE OR LESS, TO INTERSECT THE NORTH LINE OF THE SOUTH 1530 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 6, AT A POINT 605 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 1110 FEET, MORE OR LESS, TO INTERSECT THE SOUTHWESTERLY LINE OF SKANSIE AVENUE BEING THE NORTHEAST CORNER OF SURVEY RECORDED UNDER RECORDING NUMBER 1796, SAID POINT BEING ON A CURVE FROM WHICH THE RADIAL CENTER BEARS NORTH 64°48'52" EAST 10,170.00 FEET;

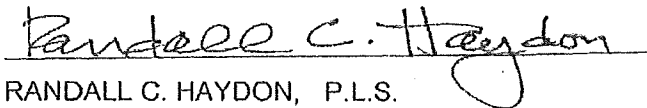
THENCE NORTHWESTERLY 83.88 FEET ALONG THE SOUTHWESTERLY LINE OF SAID SKANSIE AVENUE THROUGH A CENTRAL ANGLE OF 00°28'21" TO THE **POINT OF BEGINNING**;

THENCE SOUTH 66°06'19" WEST 48.19 FEET;

THENCE SOUTH 82°43'18" WEST 95.93 FEET;

THENCE NORTH 34°10'18" WEST 219.54 FEET TO THE **TERMINUS** OF THIS CENTERLINE DESCRIPTION;

THE SIDELINES OF THE ABOVE 15 FOOT WIDE EASEMENT SHALL BE SHORTENED OR LENGTHENED AS NECESSARY TO INTERSECT IN THEMSELVES AND IN THE SOUTHWESTERLY LINE OF SKANSI AVENUE AS SHOWN ON EXHIBIT 'B' HEREIN.



RANDALL C. HAYDON, P.L.S.
WASHINGTON STATE REGISTRATION NO. 17669

SITTS & HILL ENGINEERS, INC.
2901 SOUTH 40TH STREET
TACOMA, WASHINGTON 98409
TELEPHONE: (253) 474-9449



08-01-2008
Project No. 14011
Revised Exhibit 'C' Description.doc

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):
Storm Water Facilities Maintenance Agreement and Restrictive Covenant

Grantor(s) (Last name first, then first name and initials)
Boys and Girls Club of South Puget Sound; Pierce County

Grantee(s) (Last name first, then first name and initials)
City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)
Section 06, Township 21 N, Range 02 E

Assessor's Property Tax Parcel or Account Number: 0221063045

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

STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this _____ day of _____, 2009, by and among the City of Gig Harbor, a Washington municipal corporation (the "City"), Boys and Girls Club of South Puget Sound, a Washington non-profit organization, located and doing business at 1501 Pacific Avenue, Suite 301, Tacoma, WA 98402 (the "Tenant") and Pierce County, a political subdivision of the State of Washington (the "County").

RECITALS

WHEREAS, the County is the owner of fee title in certain real property located in Gig Harbor, Washington, located at the 8500 Block of Skansie Avenue (the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, by way of that certain Ground Lease dated _____, Tenant leased the Property from the County for a term of 50 years commencing on _____, 2008, for the purpose of Tenant constructing a Boys and Girls Club facility; and

WHEREAS, in connection with the Tenant's proposed development of the Property, the City has required and the Tenant has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Barghausen Consulting Engineers, Inc., dated August 1, 2008 (hereinafter the "Drainage System Drawing"), for the Tenant's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Tenant's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

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

TERMS

Section 1. Construction and Maintenance. Tenant agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Tenant until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects. Nothing herein creates an obligation of the City to inspect or monitor the drainage system.

Section 4. Repairs, Failure of Tenant to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Tenant of the noted deficiency. The Engineer shall also set a reasonable time in which the Tenant shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Tenant, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Tenant shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Tenant for any work performed by the City. Overdue payments will require payment of interest by the Tenant at the current legal rate as liquidated damages. In no case will the County have any duty or responsibility for any required maintenance costs of the drainage system, or for any costs which may occur in the event the Tenant fails to make the required repairs.

Section 6. Notice to City of Repairs and/or Maintenance. The Tenant is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt or three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Tenant at the addresses set forth below:

To the City:

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

To the County:

Pierce County Parks & Recreation
Services Division
9112 Lakewood Dr., SW, Suite 114
Lakewood, WA 98499

To the Tenant:

Rickard W. Guild
President/CEO
Boys and Girls Club of South Puget Sound
1501 Pacific Ave, Suite 301
Tacoma, WA 98402

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 13. Entire Agreement. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and


supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this _____ day of _____, 200 ____.

THE CITY OF GIG HARBOR

TENANT

By: _____
Mayor Charles L. Hunter

By:  9.2.09
Rickard W. Guild, President

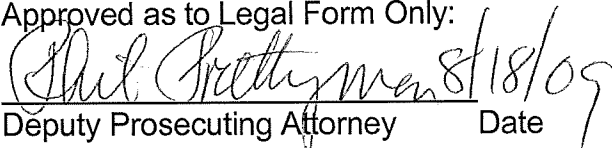
ATTEST:

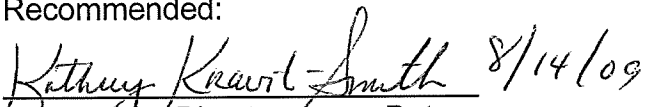
Molly Towslee, City Clerk

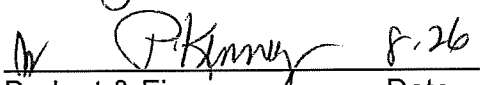
APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

PIERCE COUNTY

Approved as to Legal Form Only:
 8/18/09
Deputy Prosecuting Attorney Date

Recommended:
 8/14/09
Department Director Date

 8.26
Budget & Finance Date

Final Action:
 8/28/09
Pierce County Executive Date

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/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

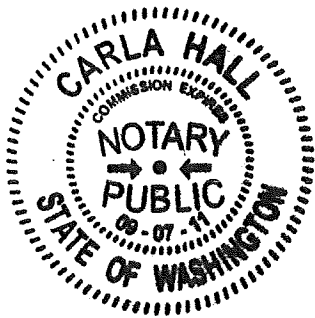
DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: 8/28/09

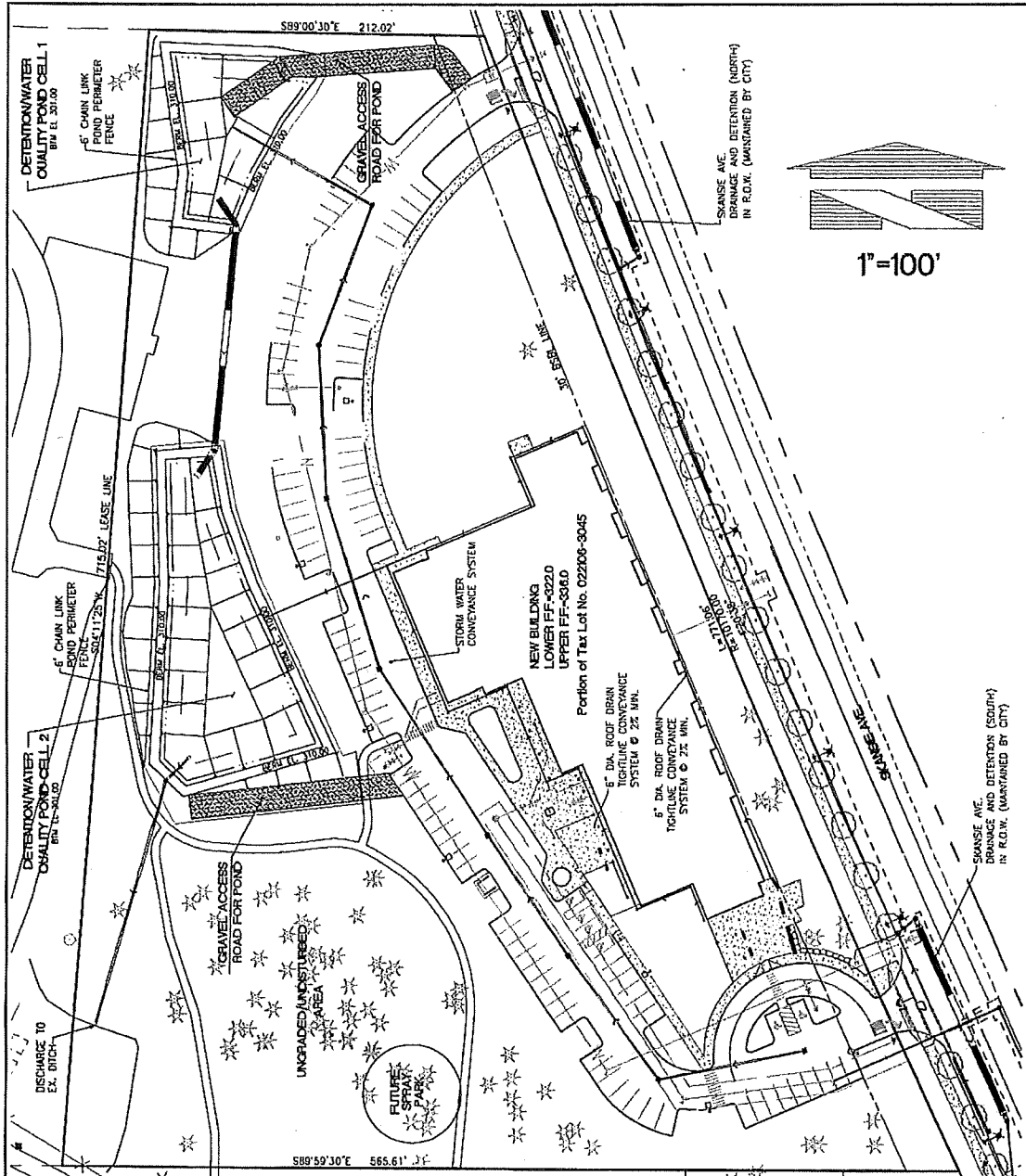


Carla Hall
Printed: Carla Hall
NOTARY PUBLIC in and for Washington
Residing at: University Place
My appointment expires: 9/7/11

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Section 06 Township 21 Range 02 Quarter 34 : COM AT SW COR OF
SW TH N 85 DEG 36 MIN 40 SEC E ALG S LI SD SUBD 670 FT TH N 02
DEG 34 MIN 33 SEC W 1530.77 FT TO A PT 605 FT E OF W LI SD SW
BEING POB TH N 00 DEG 12 MIN 32 SEC W PAR/W W LI SD SW TO INTER
N LI SD SW TH E ALG N LI TO INTER SWLY LI OF PROP CYD TO ST OF
WA #2420710 TH SELY ALG SD SWLY LI & SWLY LI OF PROP CYD TO ST
OF WA #244865 TO INTER A LI PAR/W & 1530 FT N OF S LI SD SUBD TH
S 85 DEG 36 MIN 40 SEC W ALG SD PAR LI 1092.01 FT TO POB LESS N
350 FT CYD TO CY OF GIG HARBOR PER AFN 99-05-26-0706 OUT OF
3-033 SEG L0416 12/21/99 MA (DC 3-1-00 CK)

EXHIBIT B DRAINAGE SYSTEM DRAWING



File: P:\12000s\12505\exhibit\12505-esml-drainage 8 of 8.dwg Date/Time: 8/1/2008 1:39 PM Scale: 1" = 1' AAGGOBIE xref , z12505t.dwg, z12505t.dwg, z12505p.dwg

<p>Job Number 12505</p> <p>Sheet 8 of 8</p>	<p>Designed <u>PAT</u></p> <p>Drawn <u>AKA</u></p> <p>Checked <u>PAT</u></p> <p>Approved <u>PAT</u></p> <p>Date <u>08/01/08</u></p>	<p>Scale: Horizontal 1" = 100' Vertical 1" = 100'</p> <p style="text-align: center;">BARGHAUSEN CONSULTING ENGINEERS, INC.</p> <p>18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX</p> <p>CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES</p>	<p>For: BOYS AND GIRLS CLUB OF SOUTH PUGET SOUND</p> <p>Title: EXHIBIT B DRAINAGE SYSTEM DRAWING</p>
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Subject: WWTP Site / Peninsula Light Easement Agreement

Proposed Council Action: Approve the utility easement with Peninsula Light Company that is necessary to provide a system of underground electrical power and communications cables to the Wastewater Treatment Plant Expansion project.

Dept. Origin: Public Works / Operations

Prepared by: Darrell Winans WWTP Supervisor

For Agenda of: September 14, 2009

Exhibits: Easement document and map

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 9/16/09

Approved as to form by City Atty: per email

Approved by Finance Director:

Approved by Department Head: [Signature] 9/8/09

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

Expansion of the Wastewater Treatment Plant requires an increase in the size of the electrical transformer and switchgear. It necessitates the relocation of this equipment due to building and stormwater requirements. An easement is needed to allow the utility providers access to construct, operate and maintain their equipment. This layout is consistent with plans and specifications for project CSSP-0702 Wastewater Treatment Plant Expansion Phase 1.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve the utility easement with Peninsula Light Company that is necessary to provide a system of underground electrical power and communications cables to the Wastewater Treatment Plant Expansion project.

AFTER RECORDING RETURN TO:
Peninsula Light Company
PO Box 78
Gig Harbor, WA 98335

E A S E M E N T

THE GRANTORS, City of Gig Harbor,

For and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, do each as to property in which he has an interest hereby grant, convey and warrant to PENINSULA LIGHT COMPANY AND CENTURYTEL or their successors or assigns, all hereinafter jointly called the COMPANIES; a perpetual right of way and easement with the right, privilege and authority to construct, operate, and maintain a SYSTEM of underground electric power cables and phone lines and appurtenances to each; over, under, through and across real property herein described and known as the EASEMENT AREA(s).

THE GRANTORS further provide that:

1. The ground grade of the EASEMENT AREA(s) shall not be altered in excess of six (6) inches from the grade established upon completion of the installation of said SYSTEM, except where permitted by the COMPANIES.

2. The EASEMENT AREA(s) may be occupied by other objects only as long as they will not interfere with or endanger any part of the SYSTEM, and/or its construction, operation or maintenance.

EASEMENT AREA(s) situated in the County of Pierce, State of Washington is described as follows:

The East Seventy feet of the South twenty feet of the North one hundred twenty feet of the following described property;

APN: 022106 800 9

Lot 1 of Short Plat 79-365 in Section 6 Township 21 Range 2 E
Except that portion deeded to the City of Gig Harbor described under Auditor's No. 1123987

DATED this _____ day of _____ 20

City of Gig Harbor

Notary Acknowledgements on the next page

Approved as to form:
office of the City Attorney
Augschell

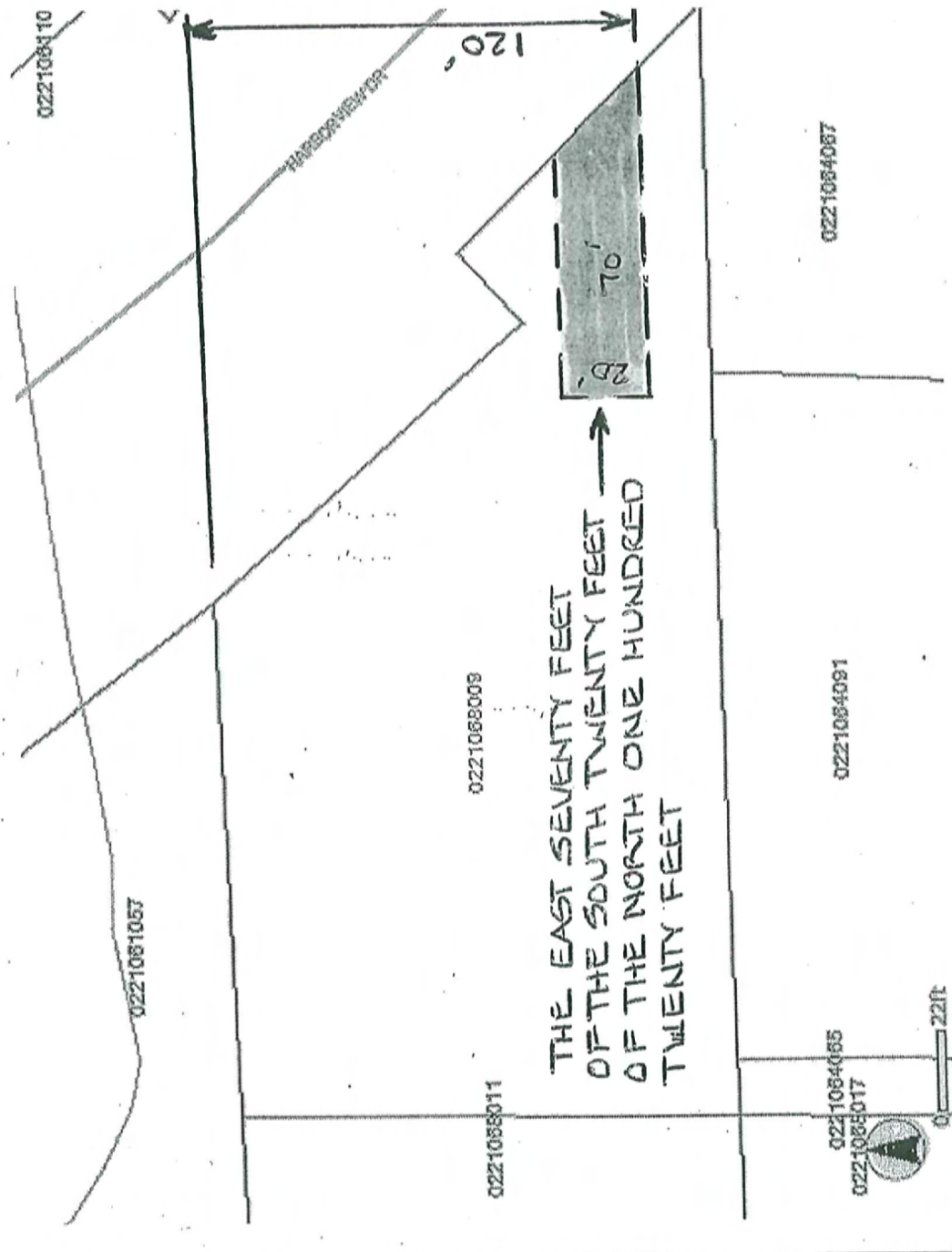
Page 2 of 2
City of Gig Harbor Easement
APN: 022106 800 9

STATE OF WASHINGTON }
County of _____ } ss.

I certify that I know or have satisfactory evidence that _____ (is/are) the person(s) who appeared before me, and said person(s) acknowledged that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Signature
Printed Name: _____
My appointment expires: _____






Subject: Gig Harbor Tennis Club (CYM LLC)
Storm Water Facilities Maintenance
Agreement and Restrictive Covenant
(EN-08-0121)

Proposed Council Action: Approve the
Storm Water Facilities Agreement and
Restrictive Covenant as presented.

Dept. Origin: Engineering Department

Prepared by: Willy Hendrickson
Engineering Technician 

For Agenda of: September 14, 2009

Exhibits: Storm Water Facilities Agreement
And Restrictive Conenant

Initial & Date

Concurred by Mayor:

Approved by City Administrator: POK 9/10/09

Approved as to form by City Atty: VIA EMAIL

Approved by Finance Director: NA

Approved by Department Head: DB 9/9/09

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

As a condition of project approval of the Gig Harbor Tennis Club project located at 3820 Hunt Street, Gig Harbor, a Storm Water Facilities Maintenance Agreements is required. This will ensure that the storm water system will be constructed, operated and maintained in accordance with all applicable rules and regulations. The storm water system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of this system. This agreement allows the City a nonexclusive right-of-entry onto those portions of the property in order to access the storm water system for inspection and monitoring of the system.

FISCAL CONSIDERATION

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

RECOMMENDATION / MOTION

Move to: Approve the Storm Water Facilities Agreement and Restrictive Covenant as presented.

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):
Storm Water Facilities Maintenance Agreement and Restrictive Covenant

Grantor(s) (Last name first, then first name and initials)
CYM 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)
Section 18, Township 21, Range 02, Quarter 11

Assessor's Property Tax Parcel or Account Number: 0221181067

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

**STORM WATER FACILITIES MAINTENANCE AGREEMENT
AND RESTRICTIVE COVENANT**

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this _____ day of _____, 200__, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and CYM LLC, a Limited Liability Corporation organized under the laws of the State of Washington, located and doing business at C/O Threshold Group, PO Box 2358, Gig Harbor WA 98335-4358, Gig Harbor WA (hereinafter the "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Gig Harbor Tennis Club located at 3820 Hunt Street, Gig Harbor WA (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of PacWest Engineering, dated August 1st, 2008 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

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

TERMS

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

To the Owner:
CYM LLC
PO Box 2358
Gig Harbor WA 98335-4358

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this _____ day of _____, 200 ____.

THE CITY OF GIG HARBOR

By: _____
Its Mayor

OWNER

By: Carolyn Y. Milgard

Its: Managing Member
(Owner, President, Managing Member)

Print Name: CAROLYN Y. MILGARD

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

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

DATED: 8-6-09



Jamie Venters
Notary Public in and for the
State of Washington,
Title: Notary
My appointment expires: 10-15-10

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Notary Public in and for the
State of Washington,
Title: _____
My appointment expires: _____

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

LEGAL DESCRIPTION

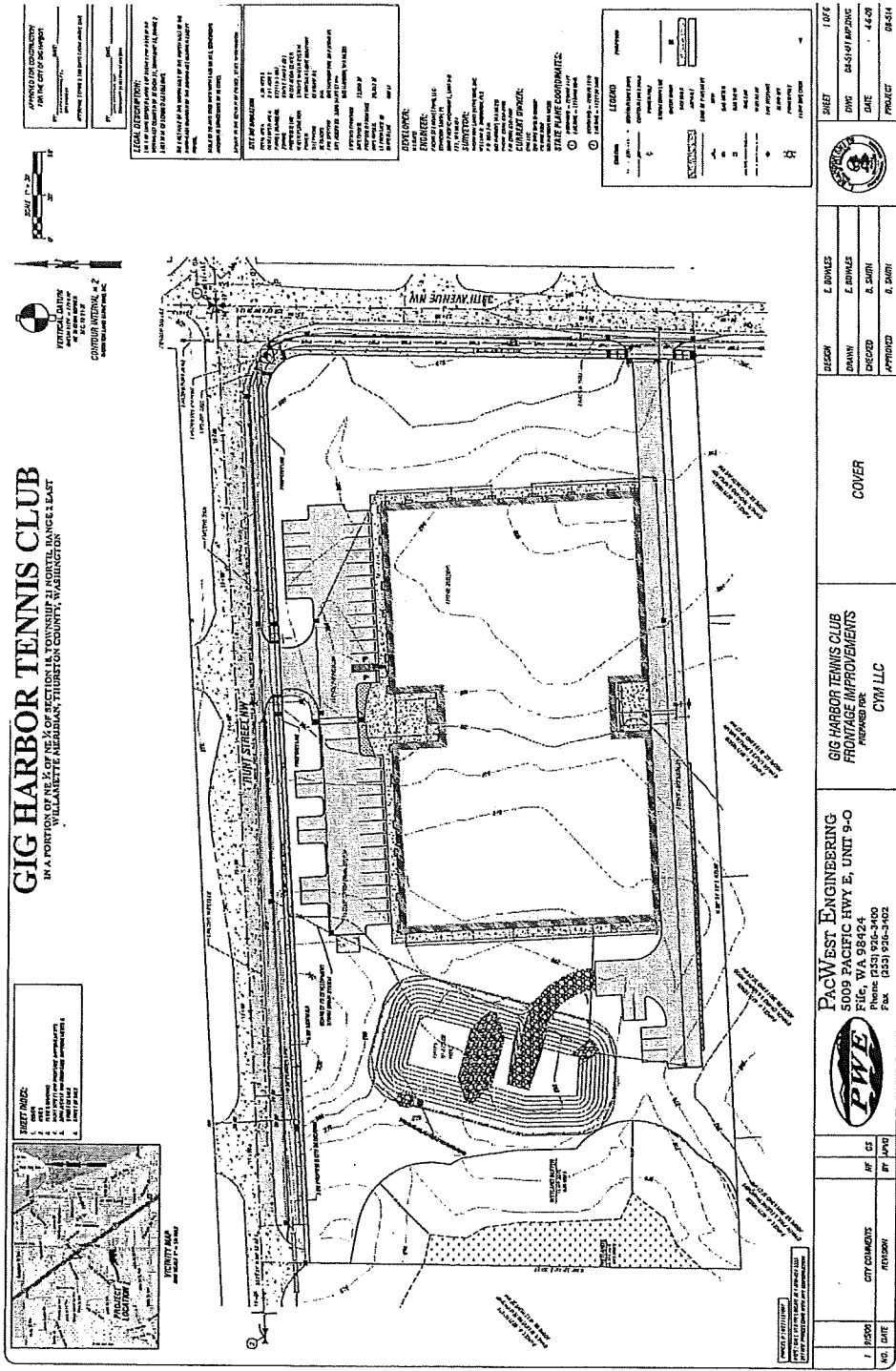
LOT 1 OF UNRECORDED LARGE LOT SURVEY PW #870 IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER EXCEPT ROADS;

SUBJECT TO AND TOGETHER WITH EASEMENTS, CONDITIONS AND/OR RESTRICTIONS OF RECORD;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT B DRAINAGE SYSTEM DRAWING





Subject: Resolution in support of designating the Puget Sound as a National Maritime Heritage Area.

Proposed Council Action: Approve and authorize Resolution No 801.

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton
Special Projects
For Agenda of: September 14, 2009
Exhibits: Resolution

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

RAK

ok (email)

CP 9/10/09

Expenditure	Amount	Appropriation
Required \$ -0-	Budgeted \$ -0-	Required \$ -0-

INFORMATION / BACKGROUND

Washington State's Department of Archaeology and Historic Preservation (DAHP) is working to designate the entire Puget Sound as a **National Maritime Heritage Area**. In order to apply, a feasibility study is underway. The objective of this designation is better communication and coordination of Heritage Tourism for Western Washington's saltwater coast. The story of our Maritime Heritage defines us as a region and is a story of national importance. There are no other National "Maritime" Heritage Areas – we would be the first in the country.

This designation has no regulatory implications but federal funds and grants could help preserve and promote what remains of our logging, boatbuilding, fishing and transportation histories up and down the Puget Sound and along our coastal shores. The feasibility study includes state, local, and tribal governments, heritage organizations, ports, tourism organizations, landowners, and the general public to evaluate whether a National Heritage Area designation makes sense. This resolution of support will help preserve Washington's maritime resources.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION / MOTION

Move to: Approve and authorize Resolution No. 801.

RESOLUTION NO. 801

**A RESOLUTION RELATING TO THE ESTABLISHMENT
OF A NATIONAL MARITIME HERITAGE AREA IN
WESTERN WASHINGTON; EXPRESSING THE CITY OF
GIG HARBOR'S SUPPORT FOR SUCH A DESIGNATION.**

WHEREAS, the City of Gig Harbor is a historic maritime city, with an economy and culture based on maritime related activities and industry; and

WHEREAS, the City of Gig Harbor is committed to the preservation, enhancement and promotion of its historic, cultural and natural resources for the benefit of its residents and visitors; and

WHEREAS, Gig Harbor's historic resources, along with its natural marine setting, are major strategic assets that should be enhanced and leveraged economically for the benefit of its residents; and

WHEREAS, increased heritage tourism will provide long term economic opportunities for local businesses, while honoring and enriching Gig Harbor's heritage; and

WHEREAS, increased heritage tourism planning and coordination between Gig Harbor and other organizations and jurisdictions, including maritime heritage organizations, cities, counties, tribes, and economic development and tourism promotion entities, will lead to the enhanced protection, richer interpretation, and stronger promotion of these resources, while also providing economic opportunities; and

WHEREAS, National Heritage Areas are nonregulatory federal designations that provide access to federal funding sources and technical assistance not otherwise available for preservation and heritage related activities; and

WHEREAS, the establishment of a National Maritime Heritage Area in Western Washington is consistent with these objectives and Gig Harbor's existing preservation policies, and will further the economic prosperity and quality of life for Gig Harbor residents and its visitors; now, therefore;

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

That the City Council expresses its support for the establishment of a National Maritime

Heritage Area in Western Washington.

RESOLVED this 14th day of September, 2009.

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk

Filed with City Clerk: 08/12/09

Passed by City Council: 09/14/09



Subject: Harbor History Museum
Conservation Easement Phase II
Environmental Site Assessment

Proposed Council Action: Authorize the Mayor on behalf of Council to approve the Consultants Agreement for a Phase II Environmental Site Assessment for the Harbor History Museum Conservation Easement.

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton
Special Projects
For Agenda of: September 14, 2009
Exhibits: Consultants Contract
Scope of Services

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RSK 9/14/09*

Approved as to form by City Atty: *okay (e-mail)*

Approved by Finance Director: *J 9/16/09*

Approved by Department Head:

Expenditure	Amount	Appropriation
Required \$10,500	Budgeted -0-	Required -0- (see fiscal below)

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 a Conservation Easement Area over Harbor History Museum property scheduled in 2009. Robinson, Noble & Saltbush (RNS) will complete a subsurface investigation to assess potential recognized environmental conditions identified during their 2008 Phase I Environmental Site Assessment.

FISCAL CONSIDERATION

This expenditure will be funded through a combination of savings realized under other Parks Capital Budget line items and unanticipated reimbursement revenue from the adjacent and related Austin Estuary Project (RCO Grant).

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to approve the contract with Robinson, Noble & Saltbush for a Phase I Environmental Site Assessment on the GHPHS Conservation Easement not to exceed \$10,500.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ROBINSON, NOBLE & SALTBUSH, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Robinson, Noble & Saltbush, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in an environmental assessment of the Conservation Easement area at Harbor History Museum and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

1. Retention of Consultant - Scope of Work. The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. Payment.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed ten thousand five hundred dollars and no cent (\$10,500.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's

staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 18 herein.

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

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

4. Duration of Work. The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by November 15, 2009; provided however, that additional time shall be granted by the City for excusable days or extra work.

5. Termination. The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the

time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. Non-Discrimination. The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to 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 Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant'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; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

8. Insurance.

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

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

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

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

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

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

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

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

10. **Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

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

12. **Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

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

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

15. **Resolution of Disputes and Governing Law.**

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all

questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

B. If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer or Public Works Director determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Robinson, Noble & Saltbush, Inc.
ATTN: John Hildenbrand
3011 S. Huson Street, Suite A
Tacoma, WA 98409
(253) 475-7711

City of Gig Harbor
ATTN: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-7609

17. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

18. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

September 4, 2009

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

Attention: Lita Dawn Stanton

Subject: Phase II Scope and Cost Estimate for 4121 Harborview Drive Gig Harbor, Washington

Dear Ms. Stanton,

Robinson, Noble & Saltbush would be pleased to complete a subsurface investigation to assess potential recognized environmental conditions identified during a recent Phase I Environmental Site Assessment of 4121 Harborview Drive, Gig Harbor, Washington. The subsurface investigation will be performed in accordance with the attached scope of services (Exhibit A). Unless an item is specifically addressed in the noted scope of services and discussed herein, it should be assumed that it is not included in the scope of work for this project.

It appears that the risk to the easement posed by the identified recognized environmental conditions can be separated into two distinct areas. The first area consists of the risk of contaminants being present, predominantly in soils, that pose a risk to health and safety to workers accomplishing the planned creek day lighting and/or contaminants whose fate and transport can be adversely altered by day-lighting operations. The second area is the risk of contaminant liability for either contaminants present solely within the confines of the easement or those that have migrated onto the easement.

Based on our understanding of the project, we estimate the cost of our services to be \$10,500. Should you decide to pursue some or all of the work discussed above, please provide us with an authorized purchase order or your contract for our review and execution. We estimate completion of the project 20-30 working days following the return of the executed purchase order or contract, and provided submittal of site access authority documentation is received within five days of the contract execution. Two hard copies of the project report will be provided. Additional hard copies or electronic copies of report will be provided at a cost of up to \$125 each.

This project estimate does not include costs for any extra insurance, business licenses or fees, or applicable local taxes that might be necessary to complete the project. We will request that these

September 4, 2009

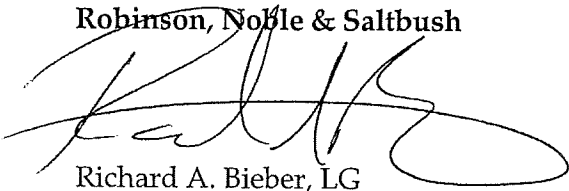
Page 2

additional costs be added to the above total estimate when they become known to us. Rental costs for our standard field equipment and any specialized equipment as detailed in this scope are included in the above estimate. Should additional equipment be deemed necessary or warranted in order to properly complete the project, we will submit a change in scope request with estimated costs based on the equipment rental schedule included in the attached General Fee Schedule.

We hope this scope of work and cost estimate is adequate for your needs. Please contact us if we can provide additional information or modify the scope of work to better assist you. If at any time prior to or during this project you identify a concern or problem with our work or progress that cannot be resolved by the assigned Robinson, Noble & Saltbush project manager, please contact Joseph Becker, our company President, and he will make every effort to resolve the issue to your satisfaction.

Sincerely,

Robinson, Noble & Saltbush

A handwritten signature in black ink, appearing to read 'Richard A. Bieber', written over a horizontal line.

Richard A. Bieber, LG

Project Hydrogeologist, Project Manager

attachment

Exhibit A

Limited Subsurface Investigation for the Harborview Conservation Easement

The following scope of work for a subsurface investigation is designed to assess potential recognized environmental conditions identified during a recent Phase I Environmental Site Assessment of 4121 Harborview Drive, Gig Harbor, Washington. The Phase I investigation identified several recognized environmental conditions presented below:

- Potential soil and groundwater impacts from petroleum contamination at the Conan site adjacent to the subject.
- The site contains undocumented fill. Undocumented fill could possibly contain unknown contaminants.
- The site lies in the area mapped by the Tacoma-Pierce County Health Department as being in the area of the Asarco Plume. Concentrations of arsenic and lead could be found in the surface soils.
- Unsecured access into the Donkey Creek culvert from the floor drain in an on-site warehouse.
- Potential contamination from former site activities including, but not limited to, sawmill activities and storage of transformers potentially containing PCBs.
- The potential for areas associated with the easement to be impacted by vinyl chloride, identified in previous environmental sampling completed in 2004. A restrictive covenant has been placed on the entirety of the three parcels identified with the easement. These land use restrictions may require that any alterations to the subject be approved by the Washington State Department of Ecology.

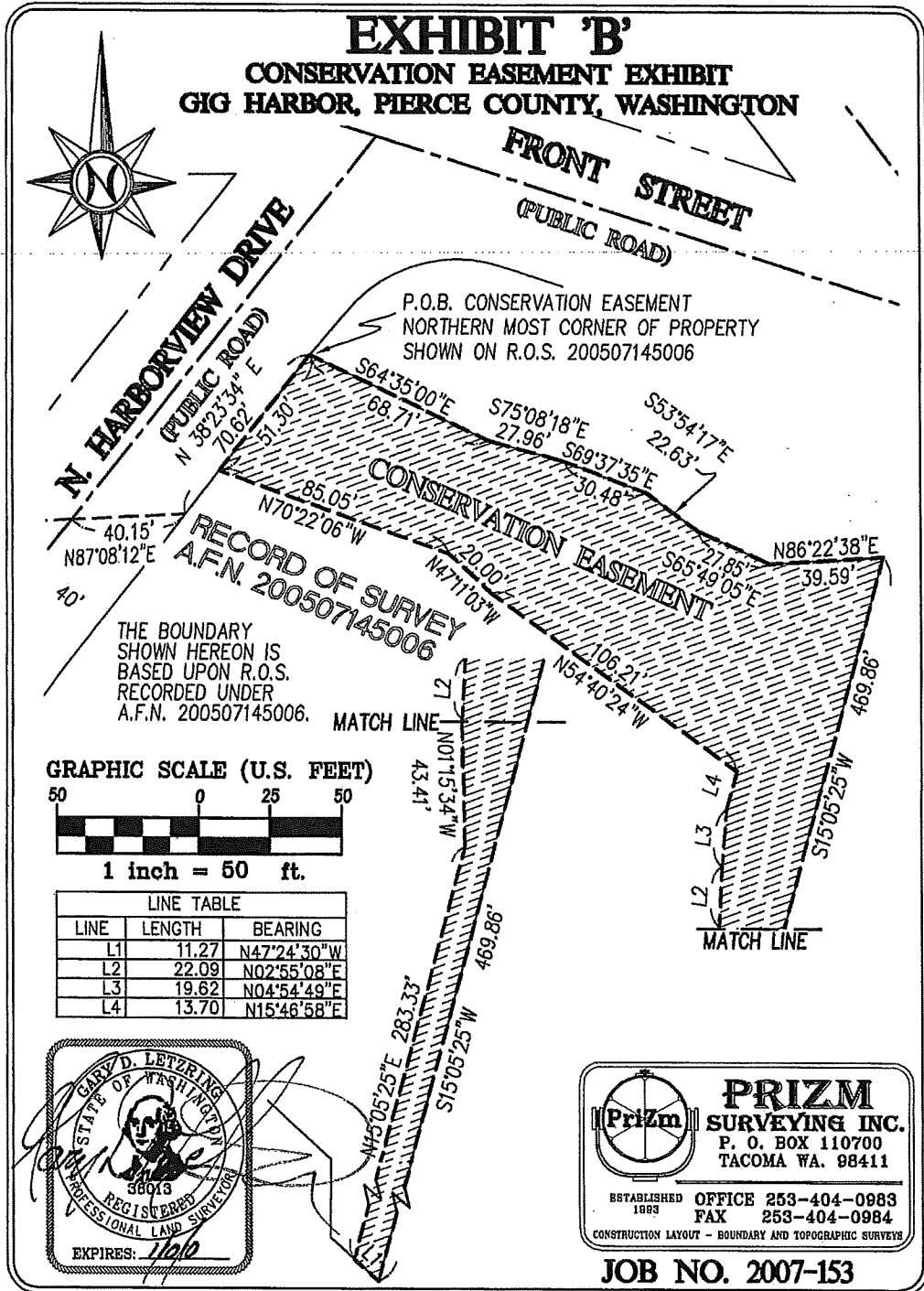
It appears that the risk to the easement posed by the identified recognized environmental conditions can be separated into two distinct areas. The first area consists of the risk of contaminants being present, predominantly in soils, that pose a risk to health and safety to workers accomplishing the planned creek day-lighting and/or contaminants whose fate and transport can be adversely altered by day lighting operations. The second area is the risk of contaminant liability for either contaminants present solely within the confines of the easement or those that have migrated onto the easement.

Site Work

In order to properly assess both areas of risk identified above, we recommend the placement of approximately six to eight soil borings. Considering site layout and access, two to four of the soil borings will be completed with temporary wells to allow the collection of discrete groundwater samples. Soil borings will be completed to the approximate soil/groundwater interface with samples being collected at a depth of approximately 12 to 24 inches, depending on observed conditions, and also at the groundwater interface. Based on our findings, we recommend that project target compounds include PCBs, volatile organics and petroleum hydrocarbons, arsenic, and lead. (Note: arsenic will only be analyzed in shallow soil samples.) We estimate the field activities will take one day to complete.

Report

The activities described above will be documented in a report. The report will present the findings site characterization and recommended future work (if necessary).





Subject: Shorecrest Sewer System – Pierce County Supplemental Franchise Agreement

Proposed Council Action: Authorize the execution of the Pierce County Supplemental Franchise Agreement No. 7 for the Shorecrest Sewer System.

Dept. Origin: Public Works/Engineering
Prepared by: George Flanigan, Construction Inspector
For Agenda of: September 14, 2009
Exhibits: Ordinance No. 2007-119 Supplemental Franchise No. 7

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	<u>RFK</u>
Approved as to form by City Atty:	<u>per email 9/10</u>
Approved by Finance Director:	<u>DF 9/10/09</u>
Approved by Department Head:	<u>DF 9/10/09</u>

Expenditure	Amount	Appropriation	
Required 0	Budgeted 0	Required	0

INFORMATION / BACKGROUND

The Shorecrest Sewer System is a satellite sewer system located outside of city limits on Ray Nash Avenue but operated and maintained by the City of Gig Harbor. The system consists of 20 connections that pump effluent from privately owned S.T.E.P. tanks into Pierce County right-of-way to a gravity collection pipe that flows to a lift station located at the corner of Ray Nash Ave. and Rosedale St. The lift station pumps eastward up Rosedale St. until it leaves Pierce County right-of-way and enters property with a septic drain field. The gravity main, lift station, force main and drain field property are owned and operated by the City of Gig Harbor.

The City acquired this system and three others from Pierce County in 1988 through a take-over agreement. During the take-over of these systems, the County was to grant the City utility franchise agreements for all four systems, but for some unknown reason, the Shorecrest system was not included. Subsequently, this new franchise agreement is proposed to clean up this error, providing the City legal authority to operate and maintain this system in Pierce County right-of-way.

The City's legal counsel, Public Works Director, and staff have reviewed this franchise agreement and is presenting and recommending the agreement to full Council for approval. The County has asked the City of Gig Harbor to enter into this agreement and will not allow entry into the Pierce County right-of-way for any further connections to this system until it has been signed.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

This agreement was presented to the Operations and Public Projects Committee at the June 18, 2009 meeting. There was a lengthy discussion about future maintenance of the system in the event of drain field failure because Shorecrest is a separate, self-contained system. The City Administrator and Public Works Director are recommending that the system be separated out as its own fund and

charged its own rates and capital costs. A more detailed analysis and recommendation will come before the Operations Committee and City Council in 2010.

RECOMMENDATION / MOTION

Move to: Authorize the execution of the Pierce County Supplemental Franchise Agreement No. 7 for the Shorecrest Sewer System.

Sponsored by: Councilmember Terry Lee
Requested by: County Executive/Public Works and Utilities
Department

File No. 85

ORDINANCE NO. 2007-119

An Ordinance of the Pierce County Council Granting Supplemental Franchise No. 7 to City of Gig Harbor, a Municipal Corporation, State of Washington, for Location of Sanitary Sewer Pipelines on Certain County-Owned Rights-of-Way.

Whereas, City of Gig Harbor, a Municipal Corporation, State of Washington, has applied for a nonexclusive Supplemental Franchise No. 7 to construct, operate, and maintain sanitary sewer pipelines in, under, and along certain County roads, highways, and other County properties in Pierce County, Washington, as hereinafter set forth; and

Whereas, said application came on regularly for hearing before the Pierce County Council on the date set forth below under the provisions of Chapter 36.55 Revised Code of Washington (RCW); and

Whereas, it appears to the Council that notice of said hearing has been duly given as required by law, and that it is in the public interest to grant Supplemental Franchise No. 7; **Now Therefore**,

BE IT ORDAINED by the Council of Pierce County:

Section 1. Supplemental Franchise, No. 7, a copy of which is attached hereto and identified as Exhibit A, is hereby given and granted to City of Gig Harbor, a Municipal Corporation, State of Washington, hereinafter referred to as the Grantee, to construct, operate, and maintain sanitary sewer pipelines in, under, and along those certain County roads, highways, and County property(ies) in Pierce County, Washington, described in said Supplemental Franchise No. 7.

Section 2. Supplemental Franchise No. 7 is granted for a period of 25 years from and after April 19, 1988, the date of the granting of the original Franchise to the Grantee.

Section 3. Supplemental Franchise No. 7 is granted on the express condition that Pierce County may unilaterally at any time upon 90 days' written notice to the

1 Grantee change, amend, modify, or amplify this Supplemental Franchise to conform to
2 any state statute, order of the Washington Utilities and Transportation Commission, or
3 County regulation, ordinance, or right-of-way regulation, as may hereafter be enacted,
4 adopted, or promulgated, and this Franchise may be terminated at any time if the
5 Grantee fails to comply with such change, amendment, modification, or amplification.
6

7 Section 4. Supplemental Franchise No. 7 is in accordance with the Pierce
8 County Sewage General Plan for the area.

9
10 Section 5. The Executive of Pierce County is hereby authorized to execute
11 Supplemental Franchise No. 7.

12
13 PASSED this 14th day of July, 2009.
14

15 ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington

16
17
18 Denise D. Johnson for
19
20 **Denise D. Johnson**
21 Clerk of the Council

Roger Bush
22
23 **Roger Bush**
24 Council Chair

Pat McCarthy
25
26 **Pat McCarthy**
27 Pierce County Executive
28 Approved Vetoed , this
29 10 day of August, 2009.

30 Date of Publication of
31 Notice of Public Hearing: June 17+24, 2009

32
33 Effective Date of Ordinance: August 20, 2009



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In the Matter of the Application of
City of Gig Harbor, a municipal)
corporation, State of Washington, for a)
Supplemental Franchise to construct,)
operate, and maintain sanitary sewer)
pipelines in, across, under, and)
along certain Public Roads and)
Highways in Pierce County, Washington)

S U P P L E M E N T A L
F R A N C H I S E

N O . 7

Application of City of Gig Harbor, a Municipal Corporation, State of Washington, for Supplemental Franchise No. 7 to that certain Franchise granted to City of Gig Harbor, a Municipal Corporation, State of Washington, dated April 19, 1988, bearing File No. 85, having been before the Council of Pierce County, Washington, for public hearing under the provisions of Chapter 36.55, Revised Code of Washington (RCW), and it appearing to Council that Notice of said hearing having been duly given as required by law, and it is in the public interest to supplement said Franchise dated April 19, 1988, by granting authority to construct, operate, and maintain sanitary sewer pipelines for the purpose of maintaining and operating a sanitary sewer pipeline system in, across, under, and along public roads and highways in Pierce County, Washington.

NOW, THEREFORE, IT IS ORDERED, that the Franchise granted to City of Gig Harbor, a Municipal Corporation, State of Washington, on April 19, 1988, bearing File No. 85, is hereby supplemented to add thereto certain additional County roads and highways and other County owned property(ies) and by such supplement give and grant to City of Gig Harbor, a Municipal Corporation, State of Washington, with respect to the additional roads and highways hereinafter described, identical Franchise rights, subject to the identical express terms and conditions as are contained in said Franchise bearing File No. 85, as amended by Ordinance No. 2007-119, as follows:

The Franchise boundaries are hereby amended to include:

That portion of Ray Nash Drive NW lying within the northwest quarter of Section 11, Township 21 North, Range 1 East and that portion of Rosedale Street NW lying east of Ray Nash Drive NW and lying west of Gig Harbor city limits.

1 This Supplemental Franchise is granted on the condition that Part VII of the
2 original Franchise granted to City of Gig Harbor, a Municipal Corporation, State of
3 Washington, by the County Council of Pierce County on April 19, 1988, be amended as
4 follows:

- 5
- 6 1. Pierce County shall make available to Grantee a list of anticipated projects
7 for each new budget period as soon as is reasonably practicable.
- 8
- 9 2. Pierce County shall provide to Grantee two sets of preliminary plans for
10 individual projects as soon as such plans are developed to a state of
11 reasonable certainty, and shall advise Grantee of the anticipated date of
12 start of work on such projects.
- 13
- 14 3. Grantee shall, when requested by Pierce County in writing, locate their
15 facilities in the field, show those locations on one set of the preliminary
16 plans provided, and return that set to Pierce County Public Works and
17 Utilities - Transportation Services within four weeks of receiving the written
18 request.
- 19
- 20 4. Pierce County shall provide to Grantee final plans for such projects as
21 soon as such plans are available and shall confirm or correct the
22 anticipated date of start of work on such projects.
- 23
- 24 5. Pierce County shall assist Grantee in determining how its facilities shall be
25 relocated. Such assistance by Pierce County shall include, at a minimum,
26 copies of plans (as required above) and specifications for such County
27 projects, and information known to Pierce County as to existing survey
28 control available for location of such County projects. Such assistance
29 shall not subject Pierce County to any liability for the costs of relocating
30 the subject facilities a second time if Grantee incorrectly relocated its
31 facilities the first time.
- 32
- 33 6. When requested, Pierce County and Grantee shall meet to discuss how
34 County projects and utility relocations can be accomplished with the least
35 impact on the other. Pierce County's decision shall be final in such
36 matters, but shall not be unreasonable.
- 37
- 38 7. Relocation of Grantee's facilities shall be completed in a timely manner
39 defined as follows:

40

41 Relocation of Grantee's facilities shall normally be accomplished in
42 advance of County projects. In the event relocation of Grantee's
43 facilities shall be done concurrently with such projects, Pierce
44 County shall be so notified and agree to a written schedule for
45 relocation. Compliance with such a written schedule shall be
46 Grantee's duty. In no event shall relocation of Grantee's facilities
47 interfere with the prosecution of County projects.

48



- 1 8. If Grantee should not relocate its facilities in a timely manner as required
2 above, Pierce County may relocate, or cause to be relocated, such
3 facilities of Grantee as Pierce County deems necessary, and in the
4 manner Pierce County deems necessary, in its sole discretion. Grantee
5 hereby indemnifies and holds Pierce County, its employees, officers,
6 officials and agents totally free and harmless from all and any liability that
7 may arise from damages caused by the relocation by Pierce County of the
8 facilities of Grantee, even if such damages and liability arise from the
9 negligence of Pierce County, its employees, officers, officials and agents.
10
- 11 9. Grantee hereby indemnifies and hold harmless Pierce County, its officers,
12 officials, and employees, from damages that may arise from Grantee's
13 failure to relocate its facilities in accordance with the dates for completion
14 of relocation of facilities set forth above, or any other act or omission by
15 Grantee, its contractor(s), agents, officers, or employees related to the
16 provisions of this Franchise.
17
- 18 10. It shall be conclusively presumed that Pierce County will have suffered
19 damages as a result of exercising its rights as set forth in Item 8 above,
20 and compensation for such damages will be difficult to ascertain, and,
21 therefore, Grantee shall compensate Pierce County for such damages in
22 the amount of twice the amount of the cost of such relocation of Grantee's
23 facilities by Pierce County.
24
- 25 11. The exercise of its rights, as set forth in Item 8 above, by Pierce County in
26 no way relieves Grantee of completing and/or finalizing the relocation of its
27 facilities at no expense to Pierce County if the relocation work done by
28 Pierce County is incomplete.
29
- 30 12. In the event a law suit is brought by Pierce County against Grantee to
31 collect damages presumed under Item 10 above, for the exercise by
32 Pierce County of its rights under Item 8 above, Grantee hereby agrees the
33 only issue will be the actual cost to Pierce County for relocating Grantee's
34 facilities. The party prevailing in such an action shall be allowed its legal
35 fees and costs.
36

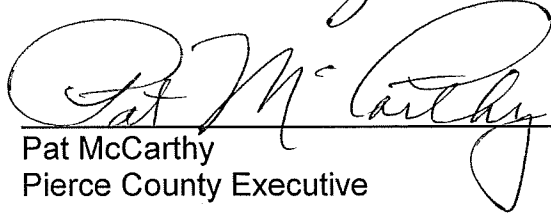
37 The full acceptance of this Supplement to the Franchise and all its terms and
38 conditions within 60 days from August 12, 2009, by City of Gig Harbor, a
39 Municipal Corporation, State of Washington, organized and existing under and by virtue
40 of the laws of the State of Washington, in writing, is to be filed with the Clerk of the
41 Pierce County Council and shall be a condition precedent to its taking effect, and unless
42 this Supplemental Franchise No. 7 is accepted within such time, said Supplemental
43 Franchise No. 7 shall be null and void.
44

45 All other terms and conditions of the Franchise granted April 19, 1988, remain in
46 full force and effect.
47
48



Pursuant to RCW 36.55.080, a copy of Supplemental Franchise No. 7 shall be recorded in the office of the Pierce County Auditor.

DATED at Tacoma, Washington, this 12 day of August, 2009.


Pat McCarthy
Pierce County Executive

We hereby accept and agree to comply with all the terms and conditions of this Franchise.

Name

Title

(Name of Town)

Date

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RECEIVED

MAY 18 2009

CITY OF GIG HARBOR

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

May 14, 2009

The Honorable Chuck Hunter
Mayor of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

Dear Mayor Hunter:

I am pleased to inform you that the Washington State Department of Ecology (Ecology) has identified the Gig Harbor Wastewater Treatment Plant as a recipient for the 2008 "Wastewater Treatment Plant Outstanding Performance" award.

Of approximately 300 wastewater treatment plants statewide, yours is one of 91 that achieved full compliance with its discharge permit in 2008. My staff evaluated each treatment plant for compliance with its effluent limits, monitoring and reporting requirements, spill prevention planning, pretreatment, and other regulatory activities.

Ecology appreciates the extraordinary level of effort you and your team demonstrated throughout 2008. The Gig Harbor Wastewater Treatment Plant is run by dedicated operators whose efforts complement one another to ensure outstanding compliance and the protection of our state's water quality. As in past years, we plan to issue a news release about the 2008 award recipients that will mention your facility.

In the past, award recipients have scheduled special public events, such as city council meetings, to receive their award. Ecology will gladly send a representative to attend an event of your choosing and officially present your award. Please contact Betty Leonard at (425) 649-7105 no later than June 5, 2009, if you want to schedule an award presentation. If we don't hear from you by June 5, 2009, we will mail your award to you.

Thank you again and congratulations!

Sincerely,

Kelly Susewind, P.E., P.G.
Water Quality Program Manager

cc: Darrell Winans
Stephen Misiurak





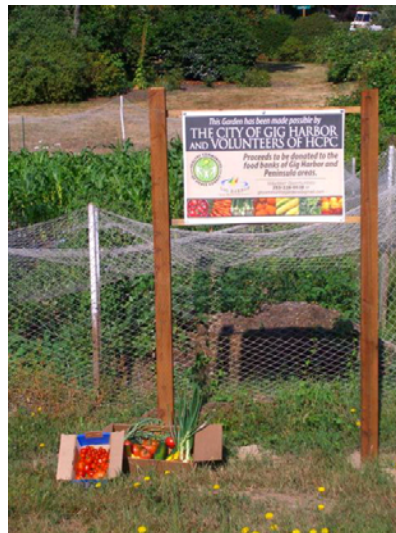
Healthy Communities of Pierce County

Gig Harbor—Key Peninsula

We see a future where all Pierce County residents live a healthy lifestyle including daily exercise and healthy nutrition. Healthy lives begin in infancy and are supported throughout the continuum of life through family involvement, modeling in schools, and a community that supports a healthy lifestyle.

SPONSORS

- Pierce County Medical Society
- Tacoma—Pierce County Health Department
- YMCA of Tacoma Pierce County
- City of Gig Harbor
- MultiCare Center for Healthy Living
- Franciscan Health System
- Pierce Transit



**Wilkinson Farm Park
Community Garden**



**Walking Route
Mile Markers**

Healthy Communities of Pierce
County

Shaping Healthier Communities Together

A 501(c)3 organization

EIN 26-2785756

Phone: 253-307-9873

E-mail: drjanemoore@comcast.net

PARTNERS

- Peninsula Metropolitan Park District
- Key Peninsula Metropolitan Parks
- Peninsula School District
- Boys and Girls Club of Gig Harbor
- Jim and Carolyn Milgard Family HOPE Center
- WSU Cooperative Extension of Pierce County

www.HealthyPierce.org



Friends' Focus

Published by Friends of Pierce County

Fall 2009

Volume 5 Issue 3

Upcoming Events

Gig Harbor Chum Festival

October 10, 2009

10 am to 5 pm

Next to Donkey Creek Park
Gig Harbor

Booths, Kayak Races, Chum Burgers, "Paint Your Own Salmon" t-shirts, and the giant FIN salmon will be part of this event

FPC is looking for booth workers. Please contact me if you can help!

Inside this issue:

More green tips 2

Local transit workshops 3

Backyard farming 3

Join FPC 4

Thank you for your support!

Community gardens gaining new ground *by Jane Moore*

In 2007, the Gig Harbor and Key Peninsula communities created a strategic plan for improving a community's health through the promotion of exercise and healthy nutrition. The result was the Healthy Communities of Pierce County Gig Harbor – Key Peninsula organization. The idea of creating a network of community gardens in our community began there and has now taken form as a demonstration garden at Gig Harbor's Wilkinson Farm City Park.

Barb Carr, chair of Community Gardens Project, obtained permission from Gig Harbor to plant for one year. In May, volunteers prepared the garden area and planted a large variety of vegetables. Other community members donated most of the fencing materi-

als. The garden has done well and the workers are now harvesting vegetables to donate to the FISH Food Bank.

This demonstration garden will attract community interest and support, bringing people together to learn the knowledge and rewards of organic gardening. In the future, the group will work with schools and the Boys and Girls Club to teach kids about the natural world, physical activity, and healthy nutrition.

This project will "grow" over time by creating several community gardening sites where families can grow produce. The group will host educational workshops and provide resources to help new gardeners with growing techniques and healthy cooking tips. The

group is applying for funding to expanded efforts in the coming years in other communities.

Visit the demonstration garden at Wilkinson Farms. Volunteers for harvesting and maintaining the garden are welcome. To get involved, contact Barb at ghcommunitygardens@gmail.com or call 253-228-0538. For organizational information contact Jane Moore at drjanemoore@comcast.net or 253-307-9873. The website is www.healthypierce.org



Wilkinson Farm garden
Photo: Summer Schoenike

August fundraiser just plain fun

The gathering on August 15 was a fun event for everyone. Thanks to Carmela Micheli who organized and hosted the event and to special guest, Tom Morfee for making sure the event was well attended. Approximately 50 people showed up to try various wines and munch on gourmet pizza homemade by Jamie Holder.

Friends of Pierce County raised over \$600 for its environmental clubs. With the tough economic climate, funding is scarce and we will have to scale back our efforts at the schools. We will build worm composters and work to improve recycling efforts through a energy audits.

You still have time to help us provide quality clubs for the students. Send in your donation today!



Friends mingle over good food and wine.



Vision

Communities will strive to utilize all planning strategies that balance the elements of environment, equity, and economics.

Board of Directors

President:	Renee Lang
Vice Pres.:	Kyle Shimamoto
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Secretary:	Joyce Huseby
Position 5:	William Rehberg
Position 6:	Larry Johnson
Position 7:	Tracy Engels

For information, contact:

Marian Berejikian

Executive Director

(253) 851-9524

Website:

www.FriendsofPierceCounty.org

Email: FOPC@comcast.net

Mailing address:

P. O. Box 2084

Gig Harbor, WA 98335-2084

Friends of Pierce County is a 501 (c) 3 organization.

Membership fees and donations are tax deductible.

Tips for a Greener You

Uses for Eucalyptus oil around the house

Aside from medicinal uses, eucalyptus oil can be used around your home to replace many environmentally harsh synthetic chemicals.

- You can also make a general disinfectant for toilets. Mix 50 ml (1.6 oz) of eucalyptus oil with a liter (quart) of water.

- Eucalyptus oil can be used neat in order to remove sticker/decal residue from glass.

- Add 1-2 teaspoonfuls of eucalyptus oil to your load of washing for a fresh scent along with the antimicrobial benefits.

- Use the oil neat to help remove paint, grease and ink from clothes.

- If you have a hanging car air freshener that's almost dead, reinvigorate it by adding a few drops of eucalyptus oil.

- Half a teaspoon mixed with half a liter of water makes for a good bug repellent for plants.

- Use it as a stainless steel cleaner.

- To use as a room air freshener, Mix a quarter of a teaspoon or 15 drops of eucalyptus oil with a half teaspoon of vodka, place in an atomizer/spray bottle and add 2 cups of water.

Source: www.greenlivingtips.com

What should the Pierce Transit of tomorrow look like? By Jessyn Farrell, Pierce Transit

In Pierce County, public transportation faces an uncertain future. Despite efforts to control costs, Pierce Transit was forced to reduce bus service 5% in July, 2009. And while everyone hopes the economy will rebound soon, we must be prepared for whatever the future may bring.

Help us make choices about priorities and efficiencies that will be necessary in these difficult economic times. You don't need to be a public transportation expert to help us design service options.

Join us to discuss:

- Prioritizing service.
- Where you'd like to see improvements and least like to see reductions.
- Regional connections.

Community Design Workshops

LAKEWOOD/UNIVERSITY PLACE 10/6 7-8:30 pm at Pierce Transit Training Center, 3720 96th St SW, Lakewood 98499

Served by Routes 48, 300

PUYALLUP/SOUTH HILL 10/14

SOUTH TACOMA 10/15 7-8:30pm South End Neighborhood Center, 7802 South L St, Tacoma 98408 Served by Routes 45, 48

GIG HARBOR/KEY PENINSULA 10/20 6:30-8pm Location TBD. Check PTtomorrow.org for update. Served by Routes 100, 102

DOWNTOWN TACOMA 10/27 7-8:30 pm at Evergreen State College, 1210 6th Ave, Tacoma 98405 Served by Routes 1, 16, 26, 28, 57

PARKLAND/SPANAWAY 10/29 7-8:30 pm Parkland/Spanaway Library, 13718 Pacific Ave S, Tacoma 98444 Served by Route 1

SUMNER/BONNEY LAKE 11/10 6-7:30 pm at Sumner City Hall, 1104 Maple St, Sumner 98390 Served by Routes 408, 409

NORTH & WEST TACOMA 11/12 7-8:30 pm at University of Puget Sound, 1500 N Warner, Tacoma 98416 Served by Routes 16, 51

Follow our progress, give your suggestions, and sign up to get the latest updates at PTtomorrow.org. Or link to piercetransit.org.

Backyard Farming - is this really the “new” frontier?

They say that everything old is new again. I have contemplated this statement as I struggle to grow organic produce and compost my family's food waste. I think of this statement in two different ways.

The immediate recycling and reusing of products is one way to think of it. The other thought that comes to mind is of early homesteaders eking out a living on what they grew and making it that last through the winter. On many occasions, I would have not survived the winter on my meager rations. Struggles with small and large pests are enough to make one toss out the pruning shears and reach for the can opener.

Stubborn determination drives me on - that and the consideration of the amount of time and money that has already been invested in all of my gardening implements and other supporting items such as seeds, plants, soil and the extremely rank fish fertilizers.

This year, my family and I took one more step into the “eat what you grow” direction. Only this time it involves animals. I don't mean to imply that we would eat the animals, just the products that they produce. If it were up to me to prepare my own meat from the barnyard, I would assuredly be a vegetarian. Being a animal lover has its drawbacks in that regard.

This Spring, my family entered the new frontier of raising our own chickens. The journey started on Earth Day where, after visiting several feed stores, we found cute peeping chicks in cattle feeding troughs with red lamps to light their way and keep them warm.

Good resources on how to raise chickens: 1) www.backyardchickens.com
2) www.thefarm.org/charities/i4at/lib2/chickens.htm

Every chicken is cute at the age and unfortunately for those of us who want hens for eggs, it is a gamble as to what you take home. After several weeks, they grow less cute and very big. Personalities start to emerge for better or for worse but always amusing to the spectators.

Roosters, I have found are noisy with all their cook a doo a doodling and have strange habits when it comes to the other chickens. For this reason, we have had to locate new homes for the boys.

The progression of residences for my brood, was from my laundry room to my garage to outside in the coop. It seemed to take forever to get the chickens out of my garage but what a glorious day when they



Chicken coop enclosed for protection from predators

got to be outside as real chickens should.

Several types of chickens now inhabit their new home and struggle for peace and harmony. Named by my two children, Achilles (a girl), Athena, Ralph (a girl), Charlotte (a boy), Stormy, Smokie and Louise eat and sleep, such is the life of a chicken.

They do get out of the coop twice a day for supervised run-arounds in my yard. I think this might be considered Free Range.



Ralph, Achilles and Louise resting.

When all is said and done, any eggs my family enjoys will probably cost me about \$200, but I am sure it will be worth it. The chickens provide free garden compost and comic amusement.

So, should we all go back to growing our own vegetables and raising our own chickens? Could this be the new frontier? Even after all the work, time and money, I would have to say “Yes”. There is a current trend of community gardens and homeowners ripping out entire lawns to plant gardens.

My hats off to those who can grow their own food with enough to can for the winter. I stand in awe of such feats.

Right now, I will harvest my one tomato a day, look at my eight-inch high sunflowers, wait for my pinky sized zucchini to grow large as a baseball bat and wait, wait, wait for any eggs that might appear in my chicken's coop. I know that will also be a glorious day!



Join FPC today!

As a member, you will receive newsletters and weekly email updates informing you of county-wide planning, development and environmental issues.

Name: _____

Address: _____

Phone number: _____

Email: _____

____ Enclosed is \$35 for my annual membership dues.

____ Enclosed is a donation for \$ ____.

I am interested in helping with the following:

____ Environmental

____ Education and Outreach

____ Fundraising

____ Membership

____ Communications

____ Budget/Finance

Non-profit org
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Tacoma, WA
Permit No. 1347

P. O. Box 2084
Gig Harbor, WA 98335





Subject: Second Reading of Ordinance –
Parking Requirements Clarification and
Housekeeping Amendment
(ZONE 09-0004)

Proposed Council Action: Adopt at this
second reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

JK

For Agenda of: September 14, 2009

Exhibits: Draft Ordinance; Porous Paving
Analysis; Planning Commission Recommendation;
Applicable Excerpts from Planning Commission
Minutes

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

JK

Approved as to form by City Atty:

amuel 7/29

Approved by Finance Director:

N/A

Approved by Department Head:

TD 9/8/09

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

Attached for the Council's consideration are proposed amendments to the Chapter 17.72 GHMC, Off-Street Parking and Loading Requirements to reflect recent zoning code amendments. The amendments are intended to reduce staff interpretations and ensure that the previous amendments are fully implemented. The proposed ordinance also resolves a conflict between the zoning code and new stormwater manual.

The proposed ordinance would make the following amendments to the city's parking requirements:

- 1. Utilize "gross floor area" rather than "floor area" or "floor space" in calculating parking and loading requirements to implement the new gross floor area definition; and
2. Amend the off-street parking requirements for industrial uses to be consistent with the County's parking requirements for the same use, and
3. Reduce the parking requirement for ministorage to parking stalls for the office and loading/unloading in front of units; and
4. Add off-street parking requirements for business services, ancillary services and cemeteries, and
5. Allow porous paving to be used for required parking.

At the August 10, 2009 first reading of ordinance, councilmember Franich requested an analysis on what effect allowing porous paving would have on building size. I have attached a memo which describes the effect on a sample piece of property.

The Planning Commission held work study sessions on this amendment on April 16th and May 7th, 2009. A public hearing was held on May 21st, 2009. After the hearing, the Planning Commission recommended approval of the text amendment. The Chair signed the recommendation on June 18, 2009. A copy of the recommendation is attached.

POLICY CONSIDERATIONS

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

Staff/Planning Commission Analysis:

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

Gross Floor Area:

In the update to the definition of gross floor area (passed by Council on 2/9/09), the definition was amended to explain how gross floor area is defined for calculating parking requirements. However, sections 17.72.030 and 17.72.050 of the off-street parking and loading chapter states that, for many uses, parking is based on "floor area" or "floor space" not "gross floor area." There is no definition for "floor area" or "floor space" in the zoning code. The recommendation is to utilize "gross floor area" rather than "floor area" or "floor space" in order to implement the recent gross floor area definition change and reduce staff interpretations.

ED and PCD-BP intent and allowed uses:

This amendment was adopted by the City Council on May 26, 2009. The amendment added two new use categories, "business services" and "ancillary services" without adding parking requirements for those uses. In addition, the Planning Commission did not review the parking requirement for industrial uses and ministorage as part of the ED/PCD-BP amendment. Previously the commission had identified those parking requirements as being excessive.

The Commission is recommending that the parking requirements for business services and ancillary services be consistent with the City's parking requirements for professional/personal services and retail. This will make change of uses (tenant changes) within commercial developments simpler.

For industrial uses the Commission is also proposing that the City adopt the same standards as Pierce County since much of our developed industrially zoned land was once a part of Pierce County (PC requirement: one space per 1,000 square feet of gross floor area). For ministorage, the Commission is recommending that only two stalls be required

for the office use and that parking should be allowed in front of the storage units for loading and unloading purposes.

Cemeteries:

In November 2008, the Council adopted an amendment to the land use matrix to add cemeteries as a conditional use in the R-2 zone. However, the amendment adding cemeteries to the land use matrix did not include adding cemeteries to the parking matrix. The Planning Commission is proposing that off-street parking only be required for office and chapel-type spaces. Visitors to graves and mausoleums typically park on the side of the road within the site. Staff and visitors for funeral services appear to be the only users that would require formalized parking lots.

Stormwater Manual Update:

The City has now adopted a new Stormwater Manual. The new standards in the manual include low impact development guidelines which allow for porous paving systems for stormwater infiltration and storage. Currently, the parking code does not allow required parking to be surfaced with porous (pervious) systems such as grasscrete. The Planning Commission is proposing an amendment which would allow porous paving for required parking.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on June 29, 2009 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 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 SECTIONS 17.72.030 AND 17.72.050 OF THE GIG HARBOR MUNICIPAL CODE TO CALCULATE PARKING BASED ON GROSS FLOOR AREA RATHER THAN FLOOR AREA OR FLOOR SPACE; ADD OFF-STREET PARKING REQUIREMENTS FOR BUSINESS SERVICES, ANCILLARY SERVICES AND CEMETERY USES; AND AMEND THE OFF-STREET PARKING REQUIREMENTS FOR INDUSTRIAL AND MINISTORAGE USES; AMENDING GHMC SECTION 17.72.020 TO ALLOW PARKING TO BE SURFACED WITH POROUS PAVING; AND ADDING GHMC SECTION 17.04.675 TO DEFINE POROUS PAVING; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, recently the City adopted a number of zoning code amendments which affected uses and parking requirements; and

WHEREAS, housekeeping and clarification amendments to the off-street parking requirements are needed to fully implement those ordinances and reduce staff interpretations; and

WHEREAS, on November 24, 2008, the City Council passed ORD 1148, which added cemeteries to the land use matrix and conditionally allowed cemeteries in the R-2 zone; however, off-street parking standards were not developed for cemeteries; and

WHEREAS, the City desires to require off-street parking for cemeteries in order to reduce the need to park on public streets and the traffic congestion and hazards caused thereby; and

WHEREAS, on February 9, 2009, the City Council passed ORD 1152, amending the definition of gross floor area to describe what gross floor area means for calculating off-street parking requirements; and

WHEREAS, the off-street parking and loading requirements contained in Chapter 17.72, Off-Street Parking and Loading Requirements, reference floor area or floor space not gross floor area; however, there is no definition of floor area or floor space in the zoning code; and

WHEREAS, the City desires to utilize "gross floor area" rather than "floor area" or "floor space" in calculating parking and loading requirements to implement the new gross floor area definition; and

WHEREAS, on May 26, 2009, the City Council passed ORD 1160, which added business services and ancillary services to the land use matrix; however, off-street parking standards were not developed for business services and ancillary services; and

WHEREAS, the City desires to require off-street parking for business services and ancillary services based on gross floor area in order to reduce the need to park on public streets and the traffic congestion and hazards caused thereby; and

WHEREAS, ORD 1160 also amended definitions and use allowances related to industrial and ministorage uses; and

WHEREAS, the City had previously identified that the parking standards for industrial and ministorage uses were excessive; and

WHEREAS, the City desires to reduce the off-street parking requirements for industrial uses to be consistent with Pierce County's requirements for industrial uses as most of the City's industrial areas were developed under County standards prior to annexation; and

WHEREAS, the City desires to reduce the off-street parking requirements for ministorage to parking stalls for only the office use and loading/unloading in front of units; and

WHEREAS, due to state mandates, the City has adopted a new stormwater manual and the new manual includes low impact development guidelines which allow for stormwater infiltration and storage through porous paving systems; and

WHEREAS, the current off-street parking requirements do not allow parking to be surfaced with porous paving systems such as grasscrete; and

WHEREAS, the City desires to allow porous paving for required parking and to define porous paving consistent with the updated stormwater manual; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on June 29, 2009; and

WHEREAS, on May 28, 2009, 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 Planning Commission held a public hearing on this Ordinance on May 21, 2009 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on August 10, 2009; and

WHEREAS, on _____, the City Council held a 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. Section 17.72.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.72.020 Off-street parking design standards.

* * *

E. All off-street parking spaces and access areas shall be surfaced with portland cement concrete, ~~or asphaltic concrete paving,~~ or porous paving to the standards established by the city.

* * *

Section 2. A new Section 17.04.675 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.675 Porous paving.

"Porous paving" means paving surfaces which accommodate pedestrian, bicycle and auto traffic while allowing infiltration and storage of stormwater. Porous paving includes porous asphalt pavement; porous concrete; grid or lattice rigid plastic or paving blocks where the holes are filled with soil, sand, or gravel; and cast-in-place paver systems.

Section 3. Section 17.72.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.72.030 Number of off-street parking spaces.

The following is the number of off-street parking spaces required for each of the uses identified below:

Use	Required Parking
Dwelling, single-family	Two off-street parking spaces per dwelling unit.
Dwelling, duplex	Two off-street parking spaces per dwelling unit.

Use	Required Parking
Dwelling, triplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, fourplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, multiple-family	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Accessory apartment	One off-street parking space per accessory apartment in addition to parking required for primary dwelling unit.
Family day care provider	Two off-street parking spaces.
Home occupation	One off-street parking space in addition to parking required for any other use; two parking spaces shall be required if the occupation requires customers or clients to visit the premises at any time.
Adult family home	Two off-street parking spaces.
Independent living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Assisted living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Skilled nursing facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Hospital	One off-street parking space for every two beds based on maximum capacity as determined by the International Building Code.
School, primary	One off-street parking space for every five seats in the main auditorium or assembly room.
School, secondary	One off-street parking space for every four seats in the main auditorium or assembly room, or three off-street parking spaces for every classroom plus one additional off-street parking space for each staff member or employee, whichever is greater.
School, higher educational	One off street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
School, vocational/trade	One off street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
Government administrative office	One off-street parking space for every 300 square feet of <u>gross</u> floor area.
Public/private services	For libraries: One off-street parking space for every 1,000 square feet of <u>gross</u> floor area; For police stations and fire stations: one off-street parking space for every 300 square feet of <u>gross</u> floor area; For maintenance and storage facilities: one off-street parking space for every 500 <u>1000</u> square feet of <u>gross</u> floor area.
Religious worship, house of	One off-street parking space for every four fixed seats in the facility's largest assembly area. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon not less than 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the <u>gross</u> floor area to be occupied by such chairs shall be considered as a seat.

Use	Required Parking
Museum	One off-street parking space for every 1,000 square feet of <u>gross</u> floor area.
Community recreation hall	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Clubs	One off-street parking space for each four persons of the building's maximum seating capacity as determined by the International Building Code.
Parks	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Essential public facilities	Parking required as per underlying use.
Utilities	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the use proposed.
<u>Cemetery</u>	<u>Off-street parking spaces are required for only office, chapel and indoor assembly areas. For office space: one off-street parking space for every 300 square feet of gross floor area. For chapel and indoor assembly areas; one off-street parking space for every four fixed seats. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the gross floor area to be occupied by such chairs shall be considered as a seat.</u>
Lodging, level 1	One and one-quarter off-street parking space for each room to rent in addition to two off-street parking spaces for the single-family residence.
Lodging, level 2	One and one-quarter off-street parking space for each room to rent.
Lodging, level 3	One and one-quarter off-street parking space for each room to rent.
Personal services	One off-street parking space for every 300 square feet of <u>gross</u> floor area.
<u>Business services</u>	<u>One off-street parking space for every 300 square feet of gross floor area.</u>
Professional services	One off-street parking space for every 300 square feet of <u>gross</u> floor area except for medical and dental offices. For medical and dental offices, one off-street parking space for every 250 square feet of <u>gross</u> floor area.
<u>Ancillary services</u>	<u>One off-street parking space for every 300 square feet of gross floor area.</u>
Product services, level 1	One off-street parking space for every 300 square feet of <u>gross</u> floor area.
Product services, level 2	One off-street parking space for every 400 square feet of <u>gross</u> floor area, except for auto repair. For auto repair, four off-street parking spaces for each service bay.
Sales, level 1	One off-street parking space for every 300 square feet of <u>gross</u> floor area.
Sales, level 2	One off-street parking space for every 400 square feet of <u>gross</u> floor area.
Sales, level 3	One off-street parking space for every 400 square feet of <u>gross</u> floor area.
Ancillary sales	One off-street parking space for every 300 square feet of <u>gross</u> floor area.
Commercial child care	One off-street parking space for every 5 possible seats in the main auditorium or assembly rooms.
Commercial recreation, indoor	One off-street parking space for every possible four seats in the auditoriums and assembly rooms based on maximum capacity as determined by the International Building Code; for bowling alleys, five off-street parking spaces for each alley.
Commercial recreation, outdoor	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses

Use	Required Parking
	proposed.
Commercial entertainment	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Automotive fuel-dispensing facility	One off-street parking space for every two fuel pumps, if service bays are not provided. If service bays are provided, four off-street parking spaces for each service bay.
Vehicle wash	Two off-street parking spaces per service bay plus one space for every two employees. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the vehicle wash shall be provided near the entrance to the wash bay(s). One car length within the stacking lane shall be equal to the length of a standard parking space.
Commercial parking lot	None required
Animal clinic	One off-street parking space for every 250 square feet of <u>gross</u> floor area.
Kennel	One off-street parking space for every 300 square feet of <u>gross</u> floor area.
Adult entertainment facility	Parking required as per underlying use.
Restaurant 1	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Restaurant 2	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Restaurant 3	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Tavern	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Drive-through facility	One off-street space for every two employees assigned to the drive-through service area. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the drive-through facility shall be provided near the drive-through service area. One car length within the stacking lane shall be equal to the length of a standard parking space.
Marina	For moorages/slips less than 45 feet, one off-street parking space for every two berths; for moorages/slips 45 feet or longer, one space for every berth. All moorage facilities shall provide a minimum of two parking spaces. If a commercial or residential development is to be combined with a watercraft usage requiring parking, the usage which generates the larger number of spaces shall satisfy the requirements of the other usage. ²
Marine sales and service	One off-street parking space for every 300 square feet of <u>gross</u> floor area except for boat sales and repair. For boat sales and repair, one off-street parking space for every 400 square feet of <u>gross</u> floor area.
Marine boat sales, level 1	One off-street parking space for every 300 square feet of <u>gross</u> floor area.
Marine boat sales, level 2	One off-street parking space for every 400 square feet of <u>gross</u> floor area.
Ministorage	One off-street parking space for every 500 square feet of floor area. <u>Two off-street parking spaces located near the office. Parking for loading and unloading purposes is allowed in front of individual storage units unless</u>

Use	Required Parking
	<u>prohibited by the Fire Marshal.</u>
Industrial, level 1	One off-street parking space for every 500 <u>1,000</u> square feet of <u>gross floor area</u> .
Industrial, level 2	One off-street parking space for every 500 <u>1,000</u> square feet of <u>gross floor area</u> , except for moving companies and distribution facilities. For moving companies and distribution facilities, one off-street parking space for each vehicle in use, at any time, in the conduct of business.
Marine industrial	One off-street parking space for every 500 <u>1,000</u> square feet of <u>gross floor area</u> .
Wireless communication facility	None Required
Accessory uses and structures	Parking required as per underlying use.
For any other use not specifically mentioned or provided for, the director shall determine the standards to be applied for parking using as a guide the uses listed above that most closely resemble the uses proposed.	

¹ If the facility or home is used exclusively for the housing of the elderly, disabled or handicapped, the decisionmaker may allow a portion of the area required for off-street parking to be reserved as a landscaped area if the decisionmaker finds that the required off-street parking is not immediately required and is in the best interest of the neighborhood.

² See GHMC 17.48.070 for additional requirements for parking and loading facilities in the WM district.

Section 4. Section 17.72.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.72.050 Off-street loading berth requirements.

Off-street loading berths for passengers and freight shall be provided as given below and shall be on the same lot as the activity served unless the nature of the activities allows several owners to share a common location:

- A. Public Uses. One berth required for each 25,000 square feet of building gross floor space area;
- B. Commercial Uses. One berth required for each 10,000 square feet of wholesale commercial building gross floor space area;
- C. Professional Services Use. One berth required for each 25,000 square feet of building gross floor area;
- D. Industrial Uses. One berth required for each 10,000 square feet of building gross floor space;
- E. Residential Activities. One berth required for any residential facility occupying more than 50,000 square feet of gross floor area.

Section 5. 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 6. 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 M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR AND CITY COUNCIL
FROM: JENNIFER KESTER, SENIOR PLANNER
SUBJECT: POROUS PAVING ANALYSIS
DATE: SEPTEMBER 14, 2009

At the August 10, 2009 first reading of ordinance, Councilmember Franich requested an analysis on what effect allowing porous paving would have on building size. Below I have endeavored to describe the effect of allowing porous paving on a sample piece of property.

Performance standards that affect building size:

The City's codes contain numerous standards which affect and typically reduce building size. The most obvious are the gross floor limitations found in some of our nonresidential zoning districts: RB-1, DB, B-2, WM and WC. However, several other standards affect building size: Parking standards – building size is limited by the number of stalls which can be provided on site. Setbacks, buffers and landscaping requirements – these limit the buildable area of a parcel which in turn limits the amount of parking allowed and size of building footprint. Impervious surface limitations – these limit site coverage and in turn the amount of parking allowed and size of building footprint. Stormwater detention/retention requirements - building size is limited by the area needed for stormwater detention (typically, the larger the building footprint, the larger the site coverage, the larger the stormwater facilities). Building height maximums – most zones impose a maximum building height which affects the building size. Design standards – requirements of zone transition and façade modulation typically reduce building size. Ultimately, on any given parcel, it is the influences of all of these that yield the maximum building size. Finally, it is up to the developer to determine if the maximum building size allowed is viable for the project.

The porous paving effect:

The proposed provision to allow required on-site parking to be paved with porous paving affects the impervious surface maximum. If a developer uses porous paving for its parking, the parking lot would not be 100% impervious by definition. The percent impervious would be determined by an engineered calculation provided by the Public Works department or developer's engineer. Assuming that the proposed porous paving was 100% porous, the parking lot would not count towards the impervious coverage maximum for the site. If this were the case, more parking could be provided, which in turn allows the building to get bigger. However, as mentioned above, setbacks, buffers, landscaping,

stormwater, building height and design standards will also limit the final location and size of building and parking.

Sample Property:

Given the number of variables in determining building size, I had to choose a sample site to apply the performance standards to see what effect allowing porous pave could have on a site. I could not produce a generalized effect that could be applied to many parcels and many zones.

The sample property chosen was a vacant, square 2 acre corner lot, zoned RB-2. It abuts R-1 zoning on one side and R-2 on another. No critical areas are known to exist on the site.

A parcel in the RB-2 zone was chosen because the zone has no building size maximum and is a transitional zone. RB-2 zoned land is intended to serve as a transition from lower intensity uses to higher intensity uses and is often located adjacent to R-1 or R-2 zoning. Larger buildings in the RB-2 zone could have a more adverse affect on neighborhoods than larger buildings in commercial zones.

Assumptions:

I needed to make a number of use assumptions to determine the allowable building size on the site. The assumptions tried to yield maximum build-out of the site.

- The use of the building would be office, requiring a parking stall for each 300 square feet of gross floor area.
- All stormwater would be retained in underground vaults. Absent a full site design, our engineers could not determine how large an above-ground stormwater facility would need to be. In addition, assuming underground vaults allows for more parking, thus larger building.
- The 20% significant vegetation required to be retained exists in the perimeter buffers/setbacks, thereby not reducing buildable area.
- The building would be primarily single story with two stories portions, consistent with zone transition standards and modulations requirements.
- All parking is surface parking; all parking stall would be 8x18 feet.
- Site topography would not affect buildable area.

Analysis:

- The site is 300 feet by 300 feet (90,000 sq.ft). After applying setbacks (right-of-way and zone transition), the buildable area is 252 feet by 240 feet (60,480 sq.ft.).
- The maximum impervious surface allowed in the RB-2 zone is 55% outright; therefore, 49,500 square feet of imperious surface is allowed.

- The maximum size of building footprint is 100 feet deep by 232 feet wide (23,200 square feet). This allows for a 10 foot construction zone around the building perimeter, common area, parking lot and interior landscaping.
- The maximum parking lot footprint is 120 feet deep by 249 feet wide (29,880 square feet); providing 84 parking stalls. This allows for required interior parking lot landscaping and pedestrian walkways.
- With 84 parking stalls, the maximum gross floor area of office space allowed is 29,680 square feet.
- At this maximum build-out, the site is 56.7% impervious (51,064 square feet).
- In order to meet the 55% maximum impervious, the impervious surface coverage would have to be reduced by 1,564 square feet.
- A reduction of 1,564 square feet of impervious means the loss of 8 parking stalls and associated drive aisles.
- With a maximum of 76 parking stalls to meet impervious surface requirements, the maximum gross floor area of office space is 26,855 square feet.

Conclusion:

Adoption of the porous paving allowance would yield a 10.5% increase in the maximum allowed gross floor area for the sample lot if the additional parking area was engineered to be 100% pervious. Given the setback and landscape requirements of the lot, the maximum build-out impervious coverage is 56.7%. The additional 1.7% coverage (above 55%) allows for an increase of 2,825 square feet of gross floor area.



COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF RECOMMENDATION

CITY OF GIG HARBOR PLANNING COMMISSION ZONE 09-0004

TO: Mayor Hunter and Members of the Council
FROM: Harris Atkins, Chair, Planning Commission
RE: ZONE 09-0004 – Parking Requirements Clarification and Housekeeping Amendment

It was brought to the Planning Commission's attention that the City's off-street parking requirements needed to be amended to reflect recent zoning code amendments in order to reduce staff interpretations and ensure that the previous amendments are fully implemented.

The Planning Commission held work study sessions on this amendment on April 16th and May 7th, 2009. A public hearing was held on May 21st, 2009. After the hearing, the Planning Commission recommended several clarification and housekeeping amendments to the off-street parking requirements. The specific amendments follow this recommendation. Below are the Planning Commission's description and reason for the amendments. They are organized by related code amendment.

Gross Floor Area:

In the update to the definition of gross floor area (passed by Council on 2/9/09), the definition was amended to explain how gross floor area is defined for calculating parking requirements. However, section 17.72.030 of the off-street parking and loading chapter states that, for many uses, parking is based on "floor area" not "gross floor area." There is no definition for floor area in the zoning code. The Planning Commission has recommended inserting "gross" before "floor area" where found in the parking requirements in order to implement the recent gross floor area definition change.

ED and PCD-BP intent and allowed uses:

This amendment was adopted by the City Council on May 26, 2009. The amendment added two new use categories, "business services" and "ancillary services" without adding parking requirements for those uses. In addition, the Planning Commission did not review the parking requirement for industrial uses and ministorage as part of the ED/PCD-BP amendment. Previously the commission had identified those parking requirements as being excessive.

The Commission is recommending that the parking requirements for business services and ancillary services be consistent with the City's parking requirements for professional/personal services and retail. This will make change of uses (tenant changes) within commercial developments simpler.

The Commission is also proposing that for industrial uses, the City adopt the same standards as Pierce County since much of our developed industrially zoned land was once a part of Pierce County. For ministorage, the Commission is recommending that only two stalls be required for the office use and that parking should be allowed in front of the storage units for loading and unloading purposes.


Cemeteries:

In November 2008, the Council adopted an amendment to the land use matrix to add cemeteries as a conditional use in the R-2 zone. However, the amendment adding cemeteries to the land use matrix did not include adding cemeteries to the parking matrix. The Planning Commission is proposing that off-street parking only be required for office and chapel-type spaces. Visitors to graves and mausoleums typically park on the side of the road within the site. Staff and visitors for funeral services appear to be the only users that would require formalized parking lots.

Stormwater Manual Update:

Due to state mandates, the City will be replacing its stormwater manual this summer. The new standards will include low impact development guidelines which allows for porous paving systems for stormwater infiltration and storage. Currently, the parking code does not allow required parking to be surfaced with porous (pervious) systems such as grasscrete. The Planning Commission is proposing an amendment which would allow porous paving for required parking.

Harris Atkins, Chair
Planning Commission



Date 6/18/2009

RECOMMENDED AMENDMENTS:

Section 1. Section 17.72.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.72.020 Off-street parking design standards.

* * *

E. All off-street parking spaces and access areas shall be surfaced with portland cement concrete, or asphaltic concrete paving, or porous paving to the standards established by the city.

* * *

Section 2. A new Section 17.04.675 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.675 Porous paving.

"Porous paving" means paving surfaces which accommodates pedestrian, bicycle and auto traffic while allowing infiltration and storage of stormwater. Porous paving includes porous asphalt pavement; porous concrete; grid or lattice rigid plastic or paving blocks where the holes are filled with soil, sand, or gravel; and cast-in-place paver systems.

Section 3. Section 17.72.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.72.030 Number of off-street parking spaces.

The following is the number of off-street parking spaces required for each of the uses identified below:

Use	Required Parking
Dwelling, single-family	Two off-street parking spaces per dwelling unit.
Dwelling, duplex	Two off-street parking spaces per dwelling unit.
Dwelling, triplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, fourplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, multiple-family	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Accessory apartment	One off-street parking space per accessory apartment in addition to parking required for primary dwelling unit.
Family day care provider	Two off-street parking spaces.

Use	Required Parking
Home occupation	One off-street parking space in addition to parking required for any other use; two parking spaces shall be required if the occupation requires customers or clients to visit the premises at any time.
Adult family home	Two off-street parking spaces.
Independent living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Assisted living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Skilled nursing facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Hospital	One off-street parking space for every two beds based on maximum capacity as determined by the International Building Code.
School, primary	One off-street parking space for every five seats in the main auditorium or assembly room.
School, secondary	One off-street parking space for every four seats in the main auditorium or assembly room, or three off-street parking spaces for every classroom plus one additional off-street parking space for each staff member or employee, whichever is greater.
School, higher educational	One off street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
School, vocational/trade	One off street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
Government administrative office	One off-street parking space for every 300 square feet of <u>gross</u> floor area.
Public/private services	For libraries: One off-street parking space for every 1,000 square feet of <u>gross</u> floor area; For police stations and fire stations: one off-street parking space for every 300 square feet of <u>gross</u> floor area; For maintenance and storage facilities: one off-street parking space for every 500 <u>1000</u> square feet of <u>gross</u> floor area.
Religious worship, house of	One off-street parking space for every four fixed seats in the facility's largest assembly area. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon not less than 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the <u>gross</u> floor area to be occupied by such chairs shall be considered as a seat.
Museum	One off-street parking space for every 1,000 square feet of <u>gross</u> floor area.
Community recreation hall	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Clubs	One off-street parking space for each four persons of the building's maximum seating capacity as determined by the International Building Code.
Parks	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Essential public facilities	Parking required as per underlying use.
Utilities	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the use proposed.

Use	Required Parking
Cemetery	Off-street parking spaces are only required for office, chapel and indoor assembly areas. For office space: one off-street parking space for every 300 square feet of gross floor area. For chapel and indoor assembly areas: One off-street parking space for every four fixed seats. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the gross floor area to be occupied by such chairs shall be considered as a seat.
Lodging, level 1	One and one-quarter off-street parking space for each room to rent in addition to two off-street parking spaces for the single-family residence.
Lodging, level 2	One and one-quarter off-street parking space for each room to rent.
Lodging, level 3	One and one-quarter off-street parking space for each room to rent.
Personal services	One off-street parking space for every 300 square feet of gross floor area.
Business services	One off-street parking space for every 300 square feet of gross floor area.
Professional services	One off-street parking space for every 300 square feet of gross floor area except for medical and dental offices. For medical and dental offices, one off-street parking space for every 250 square feet of gross floor area.
Ancillary services	One off-street parking space for every 300 square feet of gross floor area.
Product services, level 1	One off-street parking space for every 300 square feet of gross floor area.
Product services, level 2	One off-street parking space for every 400 square feet of gross floor area, except for auto repair. For auto repair, four off-street parking spaces for each service bay.
Sales, level 1	One off-street parking space for every 300 square feet of gross floor area.
Sales, level 2	One off-street parking space for every 400 square feet of gross floor area.
Sales, level 3	One off-street parking space for every 400 square feet of gross floor area.
Ancillary sales	One off-street parking space for every 300 square feet of gross floor area.
Commercial child care	One off-street parking space for every 5 possible seats in the main auditorium or assembly rooms.
Commercial recreation, indoor	One off-street parking space for every possible four seats in the auditoriums and assembly rooms based on maximum capacity as determined by the International Building Code; for bowling alleys, five off-street parking spaces for each alley.
Commercial recreation, outdoor	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Commercial entertainment	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Automotive fuel-dispensing facility	One off-street parking space for every two fuel pumps, if service bays are not provided. If service bays are provided, four off-street parking spaces for each service bay.
Vehicle wash	Two off-street parking spaces per service bay plus one space for every two employees. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the vehicle wash shall be provided near the entrance to the wash bay(s). One car length within the stacking lane shall be equal to the length of a standard parking space.
Commercial parking lot	None required
Animal clinic	One off-street parking space for every 250 square feet of gross floor area.

Use	Required Parking
Kennel	One off-street parking space for every 300 square feet of <u>gross</u> floor area.
Adult entertainment facility	Parking required as per underlying use.
Restaurant 1	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Restaurant 2	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Restaurant 3	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Tavern	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Drive-through facility	One off-street space for every two employees assigned to the drive-through service area. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the drive-through facility shall be provided near the drive-through service area. One car length within the stacking lane shall be equal to the length of a standard parking space.
Marina	For moorages/slips less than 45 feet, one off-street parking space for every two berths; for moorages/slips 45 feet or longer, one space for every berth. All moorage facilities shall provide a minimum of two parking spaces. If a commercial or residential development is to be combined with a watercraft usage requiring parking, the usage which generates the larger number of spaces shall satisfy the requirements of the other usage. ²
Marine sales and service	One off-street parking space for every 300 square feet of <u>gross</u> floor area except for boat sales and repair. For boat sales and repair, one off-street parking space for every 400 square feet of <u>gross</u> floor area.
Marine boat sales, level 1	One off-street parking space for every 300 square feet of <u>gross</u> floor area.
Marine boat sales, level 2	One off-street parking space for every 400 square feet of <u>gross</u> floor area.
Ministorage	One off-street parking space for every 500 square feet of floor area. <u>Two off-street parking spaces located near the office. Parking for loading and unloading purposes is allowed in front of individual storage units unless prohibited by the Fire Marshal.</u>
Industrial, level 1	One off-street parking space for every 500 <u>1,000</u> square feet of <u>gross</u> floor area.
Industrial, level 2	One off-street parking space for every 500 <u>1,000</u> square feet of <u>gross</u> floor area, except for moving companies and distribution facilities. For moving companies and distribution facilities, one off-street parking space for each vehicle in use, at any time, in the conduct of business.
Marine industrial	One off-street parking space for every 500 <u>1,000</u> square feet of <u>gross</u> floor area.
Wireless communication facility	None Required
Accessory uses and structures	Parking required as per underlying use.
For any other use not specifically mentioned or provided for, the director shall determine the standards to be applied for parking using as a guide the uses listed above that most closely resemble the uses proposed.	

¹ If the facility or home is used exclusively for the housing of the elderly, disabled or handicapped, the decisionmaker may allow a portion of the area required for off-street parking to be reserved as a

landscaped area if the decisionmaker finds that the required off-street parking is not immediately required and is in the best interest of the neighborhood.

² See GHMC 17.48.070 for additional requirements for parking and loading facilities in the WM district.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session / Public Hearing
April 16th, 2009
Gig Harbor Civic Center**

PRESENT: Commissioners: Harris Atkins, Dick Allen, Joyce Ninen, Michael Fisher and Jim Pasin. Absent: Jill Guernsey and Jeane Derebey.

STAFF PRESENT: Tom Dolan, Jennifer Kester and Cindy Andrews

CALL TO ORDER: Chair Harris Atkins called the meeting to order at 5:02 pm.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of March 5th, 2009 with changes.
Ninen / Pasin – Motion passed.

MOTION: Move to approve the minutes of March 16th, 2009 with corrections.
Ninen / Fisher – Motion passed.

MOTION: Move to approve the minutes of March 19th, 2009 with corrections.
Ninen / Pasin – Motion passed.

MOTION: Move to approve the minutes of April 2nd, 2009 with corrections.
Ninen / Fisher – Motion passed.

WORK STUDY SESSION:

Off-Street Parking Requirements Clarification:

Senior Planner Jennifer Kester discussed the amendments and clarifications proposed to the off-street parking requirements resulting from recent zoning code amendments and potential future amendments. Ms. Kester summarized the proposed changes addressing them by topic.

Gross Floor Area: Ms. Kester discussed the recent update to the definition of “gross floor area,” explaining that the parking code referenced floor area only. The amendment would simply be a correction adding “gross” before “floor area” for consistency. Commissioner Jim Pasin discussed his concern with applying the gross floor area definition to parking standards. Chair Harris Atkins asked how staff had interpreted the definition. Ms. Kester stated that parking is currently based on gross floor area, by interpretation, and that this amendment would not result in any change to parking calculations. It would only remove the interpretation portion of staff work. Commissioner Michael Fisher asked how retail and non-retail areas would be

defined. Ms. Kester explained that parking standards would be based on the total space of the store. Planning Director Tom Dolan added that the amendment would be very specific and eliminate potential confusion. Vice Chair Joyce Ninen asked if “floor area” could be equal to “gross floor area.” Mr. Dolan explained that a footnote could be added to the parking requirements which stated, “see gross floor area”.

Ms. Kester described the proposed amendment related to the ED and PCD-BP changes. The commission members discussed the ED and PCD-BP zones; Pierce County parking standards; and requirements for ministorage and cemetery parking. Mr. Pasin discusses his concern with attaching parking requirements to gross floor area standards. Commission members discuss the addition of “gross” in front of “floor area.” Ms. Ninen and Mr. Atkins agreed. Mr. Fisher and Mr. Pasin stated they would like to revisit basing parking requirements on “gross floor area” at a later date. Commissioner Dick Allen had no concerns with inserting “gross” in front of “floor area” however he would like to revisit the overall parking requirement issue as well. Mr. Dolan explained that if no action were taken on the staff’s proposal that the planning staff would continue to interpret the code as it had been previously interpreted, explaining that new cases would be reviewed on an individual basis. Commission members continued the discussion on parking requirements. Mr. Pasin asked when the gross floor area issue could be revisited by the Commission members. Mr. Dolan stated that the Planning Commission agenda had been booked out and it may be awhile before the issue could be looked at. Mr. Pasin agreed to insert “gross” in front of “floor area;” however, he suggested that the overall parking requirements should be reviewed as soon as possible. Mr. Atkins agreed.

Stormwater Manual Update: Ms. Kester summarized the proposed updates to the Stormwater Manual suggesting adding the definition in the zoning code to be consistent with the new manual. Mr. Fisher discussed porous paving and its long term use. Ms. Kester stated that it worked well long term if properly maintained. Mr. Pasin asked for clarification on the terms concrete vs. porous asphalt. Mr. Atkins clarified. Commission members discussed porous asphalt. Mr. Pasin asked if a recommendation would be required this evening. Ms. Kester replied no, explaining that staff would like a final decision by May.

PUBLIC HEARING:

Call to Order: 6:00 pm

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

Zone 09-0003 – Sehmel Drive Area Wide Rezone

Mr. Atkins summarized the proposed area-wide rezone providing a description of the area, the uses and the total amount of acres involved.

Ms. Kester summarized the proposal, discussing the previous zoning designation and the proposed zoning designation. Ms Kester discussed the current uses of the properties noting

that of the 18 acres, 13.5 currently held a mini-storage and industrial facilities and the remaining 4.5 were used for single family residences. Ms. Kester discussed the nonconforming use rights of the single family residences. Mr. Atkins asked what the difference had been in Pierce County zoning and City of Gig Harbor zoning. Ms. Kester offered the explanation. Mr. Allen asked for clarification of legal nonconforming use regulations and possible expansion of the existing structures. Ms. Kester explained.

Dino Formiller, 2641 64th St, Gig Harbor, WA- Mr. Formiller discussed an e-mail from the previous Community Development Director John Vodopich addressing the change in zoning designation from EC to ED, stating that Mr. Vodopich did not anticipate any problems with a change in designation only that a public hearing would be necessary. Mr. Formiller expressed his concern that the property had been designated single family residential at the time of annexation and was unsure why it was not designated ED at the time of annexation. Mr. Atkins asked if the proposed rezone would be to Mr. Formiller's benefit. Mr. Formiller agreed.

Carl Schuler, Gig Harbor North Self Storage LLC, P.O Box 3683, Silverdale, WA 98383: Mr. Schuler is a partner in the mini-storage complex subject to the rezone; he discussed his surprised that the property had been zoned as R-1. Mr. Schuler discussed the site, the greenbelt surrounding the property and his hope that the rezone to ED will move forward, explaining his concern that an R-1 designation would be inappropriate.

Paul Garrison, P.O. Box 1021, Wauna WA 98359: Mr. Garrison discussed the nonconforming use section of the GHMC and was concerned that it indicated that nonconforming uses should go away. Ms. Kester explained nonconforming use and structures standards. Mr. Garrison urged the Planning Commission to move forward with the rezone.

Public Hearing closed at 6:16 pm

Ms. Ninen stated she would be in favor of the rezone to ED based on the public's comments supporting the rezone. Mr. Pasin expressed his concern for the single family residences currently in the zone, asking how the City's zone transition standards for future development would be applied. Ms. Kester discussed the application of the zone transition standards. Mr. Fisher pointed out that the area had existed for a long period of time with a mix of single family and industrial uses and felt that the rezone would be appropriate. Mr. Allen also agreed that the rezone would be appropriate.

MOTION: Move to recommend the area-wide rezone for the Sehmel Drive Area (Zone 09-0003) to ED Zone. Ninen / Fisher – motion passed.

Ms. Kester reviewed the remaining process for the rezone.

WORK STUDY SESSION:

Ms. Kester provided Mr. Atkins with the notice of recommendation for the previously proposed ED and PCD-BP amendments for his signature, Mr. Atkins signed the recommendation.

Off-Street Parking Requirements Clarification:

Mr. Atkins returned to the Off-Street Parking Requirements Clarification discussion. Mr. Atkins suggested taking each item one at a time beginning with Gross Floor Area. Mr. Atkins discussed the insertion of the word “gross” before “floor area” into the GHMC, indicating that there had been an agreement in the previous discussion and asking for a motion.

MOTION: To recommend approval of the change to the ordinance inserting “gross” in front of “floor area” where it appears in the parking matrix. Ninen / Fisher – Motion passed

ED and PCD-BP intent and allowed uses: Mr. Atkins asked Ms. Kester to review the new items added as a result of the new uses proposed in the ED and PCD-BP amendments. Commission members discussed business services and ancillary services, parking standards and shared parking. Ms. Kester recommended that the requirement remain at 1 stall per 300 square feet of gross floor area and that the Planning Commission revisit the overall parking requirement issue at a later date. Mr. Atkins agreed.

Cemeteries: No further discussion

Ancillary Services: Ms. Kester discussed the proposed parking requirement of 1 stall per 300 square feet of gross floor area, stating that perhaps no parking is required do to very little pass-by use. Mr. Dolan stated that ancillary services are primarily for employees, suggesting that each case could be looked at individually and the decision on parking made by the Director. Mr. Atkins added that a lot would depend on the location and the operation. Mr. Pasin disagreed, stating that he felt the decision should not be left up to the director. Mr. Dolan suggested looking at what other jurisdictions propose. Mr. Atkins and Ms. Ninen agreed. Ms. Kester agreed to return and present the Commissioners with a breakdown from other jurisdictions. Commission members agreed.

Stormwater Manual Update: Mr. Dolan discussed porous paving. Mr. Atkins addressed the public concerns that grass pavers had not been pedestrian friendly, asking if staff had any discussion on the subject. Ms. Kester indicated that some citizens had expressed concern that grass in grasscrete pavers did not grow well. Commission members discussed porous paving and grass pavers. Mr. Atkins asked for a motion.

MOTION: Move to recommend the proposed amendment to the Off-Street Parking Requirements Design Standards to include the porous paving. Ninen / Fisher – Motion passed.

Ms. Ninen explained that the amendment also include the new definition for porous paving in section 17.04.675.

Ms. Kester stated that the Commission members could revisit the parking standards at the next meeting and that she would also provide an update on the Planning and Building Committee recommendations on parking widths.

Discussion Items:

Ms. Kester updated commission members on recent passing of the Gross Floor Area Amendment and Shared Parking Amendment by the City Council. She discussed the 2009 Comprehensive Plan docket scheduled for public hearing before the City Council on May 11th, 2009. Ms. Kester discussed the Height Restriction Area Amendment explaining that Council members had requested a work study session on the item. Ms. Kester discussed the Marina Parking Amendments that would be before Council members in June or July of this year.

Mr. Pasin asked if the Neighborhood Design Area program had been scheduled to go before the City Council. Ms. Kester stated that it had been placed on the Council's work program agenda.

MOTION: Move to adjourn at 7:25 pm. Ninen / Fisher – Motion passed.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
May 7, 2009
Gig Harbor Civic Center**

PRESENT: Commissioners: Harris Atkins, Jim Pasin, Jeane Derebey, Michael Fisher and Dick Allen. Commissioners Absent: Joyce Ninen and Jill Guernsey. Staff Present: Jennifer Kester and Tom Dolan. Guests Present: Carl Carlson, Ann Fiermier

CALL TO ORDER: Chair Harris Atkins called the meeting to order at 5:02 p.m.

APPROVAL OF MINUTES:

Minutes for the April 16, 2009 meeting will be ready for distribution by the next meeting.

City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 –
ZONE 07-0006 – Mixed Use District Overlay (MUD) Amendments and Area-Wide Rezone

Ms. Kester presented the draft Notice of Recommendation and vision statement she prepared for the Planning Commission's review. The commission discussed the vision statement and made several changes to the draft language. The commission decided to look at the intent statement of the new MX zone at the May 21st meeting to ensure that the intent statement matches their vision. The commission members were asked to bring their proposed changes to the May 21st meeting.

City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 –
ZONE 09-0004 – Off-Street Parking Requirements

The commission continued their review of the amendments and clarifications proposed to the off-street parking requirements resulting from recent zoning code amendments and potential future amendments. They discussed business and ancillary service parking requirements and decided the parking requirement should be consistent with the professional office and personal services parking requirements in order to make change of use tenant improvements simpler. The commission decided to leave the staff proposed requirements for cemeteries as is and directed staff to discuss the requirements with Haven of Rest.

The commission voted to recommend at public hearing the following parking standards:

Business Services: 1 stall per 300 sq.ft. of gross floor area
Ancillary Services: 1 stall per 300 sq.ft. of gross floor area
Industrial uses: 1 stall per 1000 sq.ft. of gross floor area

Ministorage: 2 stalls at the office and parking allowed in front of the units for loading and unloading.

Cemeteries: 1 stall per 300 sq.ft. of gross floor area of office space; 1 stall per every 4 seats in the indoor assembly areas.

The commission also directed staff to prepare a memo to the Planning and Building Committee of the Council requesting that the committee place an item on the commission's work program to conduct a comprehensive review of parking requirements.

Future Actions:

- Staff to prepare a memo to the Planning and Building Committee regarding a comprehensive review of the parking standards for the Chair's signature.

ADJOURNMENT

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session
May 21, 2009
Gig Harbor Civic Center**

PRESENT: Commissioners: Chair Harris Atkins, Dick Allen, Joyce Ninen, Michael Fisher, Jim Pasin Jill Guernsey and Jeane Derebey.

STAFF PRESENT: Tom Dolan, Jennifer Kester and Cindy Andrews

CALL TO ORDER: 5:05 pm

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of April 16th, 2009 as corrected.
Pasin / Fisher – Motion passed.

Chairman Harris Atkins opened the meeting by discussing the request by developer Randy Boss to address Commission members. Mr. Boss had proposed a text amendment related to the Olympic Town Center development. Mr. Boss discussed the proposed development the associated text amendment and the workload of the Commission members and city staff. Mr. Boss explained that he would like to hold a meeting with Commission members and the public for input on the proposed project and the forward the comments on to the City Council members. Chairman Atkins polled the commission members regarding an additional public meeting. The commission agreed that if the Council directed them to hold special meeting to review Mr. Boss' request they would schedule special meetings.

WORK-STUDY SESSION:

1. MX / MUD Recommendation:

Mr. Atkins discussed the MX /MUD Recommendation. Senior Planner Jennifer Kester suggested that the members review the staff report and the 4 intent statements that had been submitted earlier in the day by Harris Atkins, Michael Fisher, Jim Pasin and Joyce Ninen. Commission members reviewed and discussed the staff report and the intent statements.

Chairman Atkins called for a break at 5:55 pm before the opening of the public hearing.

PUBLIC HEARING:

1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 –
Off Street Parking Requirements (Zone 09-0004)

CALL TO ORDER: 6:05 pm

Chairman Atkins called the public hearing to order, summarizing the proposed amendments to the off-street parking requirements. Senior Planner Jennifer Kester outlined recent zoning code amendments and future planned amendments that needed to be reflected in the Off-Street Parking Requirements, specifically updating the definition of gross floor area, adding business services and ancillary services to the parking matrix, adding cemeteries to the parking matrix and allowing porous paving to implement the low impact development guidelines of the new stormwater manual.

Mr. Atkins opened the hearing for public comment.

Paul Garrison, 8306 131st Street NW, Gig Harbor – Mr. Garrison discussed parking stall size explaining that parking stall sizes in the city tended to vary suggesting that a standard size should be included in the amendment.

Ms. Kester explained the current parking width and length requirements.

Ms. Kester discussed an e-mail that she had received from Scott Wagner a property owner near the Purdy area. Ms. Kester pointed out that Mr. Wagner, in his e-mail, agreed with the amendments and they appeared to him to be fair. Ms. Kester noted that all of the property owners in the affected area had been mailed notices regarding the public hearing and only two comments had been received.

Ms. Ninen asked Mr. Garrison for the location of his property. Mr. Garrison responded with the property location. Ms. Ninen asked Mr. Garrison if he would be in favor of the amendment. Mr. Garrison responded yes.

Chairman Atkins closed the public hearing at 6:12 pm

Mr. Atkins would like to add the additional language “within the site” to the Cemeteries section of the staff report on the amendment to read “on the side of the road within the site”

Mr. Atkins asked if commission members would be ready to make a motion. Mr. Pasin suggested taking a minute to review items 3 and 4, Cemeteries and the Stormwater Manual

MOTION: Move to approve the Off-Street Parking Requirements as described in the staff report. Ninen / Guernsey – Motion passed 7-1 Mr. Pasin abstained.



Subject: Second Reading of Ordinance-
Flood Hazard Construction Standards

Proposed Council Action: Review proposed
amendments and adopt ordinance

Dept. Origin: Planning Department

Prepared by: Peter Katich
Senior Planner

For Agenda of: September 14, 2009

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK 8/31/09

Approved as to form by City Atty: bye-mail

Approved by Finance Director: N/A

Approved by Department Head: TD 8/31/09

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The proposed amendments would amend the definition of substantial improvement set forth in Gig Harbor Municipal Code (GHMC) 18.10.040.CC to exclude the alteration of a structure listed on the city's Register of Historic Places as a category of structure that is subject to the requirements of GHMC Chapter 18.10 (Flood Hazard Construction Standards). Currently, the definition excludes the alteration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places from the requirements of GHMC Chapter 18.10. Further, the amendments would clarify that structures excluded from the definition of substantial improvement are not subject to the Flood Hazard Permit requirements of GHMC 18.10.060.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on July 1, 2009 per WAC 197-11-340(2). The appeal period for the DNS expired on July 22, 2009. No appeals were filed.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

At its July 6, 2009 meeting, the City Council's Planning and Building Committee recommended that the proposed amendments by pass Planning Commission Review and receive direct review by the full City Council.

RECOMMENDATION / MOTION

Review amendments and adopt ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO FLOOD HAZARD CONSTRUCTION STANDARDS; AMENDING SUBSECTION 18.10.040(CC) AND SECTION 18.10.060 OF THE GIG HARBOR MUNICIPAL CODE TO EXCLUDE ALTERATION OF A STRUCTURE LISTED ON THE CITY'S REGISTER OF HISTORIC PLACES FROM THE REQUIREMENTS OF CHAPTER 18.10 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the National Flood Insurance Program provides for the exclusion of historic structures from the definition of substantial improvement; and

WHEREAS, the City's existing Flood Hazard Construction Standards set forth in Gig Harbor Municipal Code (GHMC) Chapter 18.10 exclude structures listed on the National Register of Historic Places or a State Inventory of Historic Places from the definition of substantial improvement; and

WHEREAS, the Gig Harbor City Council desires to exclude structures listed on the City's Register of Historic Places from the definition of substantial improvement; and

WHEREAS, Section 18.10.060 (Administration) of GHMC Chapter 18.10 is currently unclear regarding the need for a Flood Hazard Permit for development proposals that are excluded from the definition of substantial improvement; and

WHEREAS, the Gig Harbor City Council desires to clarify that development proposals excluded from the definition of substantial improvement do not require a Flood Hazard Permit; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on August 10, 2009; and

WHEREAS, on _____, the City Council adopted this Ordinance at second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Subsection 18.10.040(CC) of the Gig Harbor Municipal Code is hereby amended to read as follows:

18.10.040 Definitions.

Unless specifically defined below, terms or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

....

CC. "Substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

1. Before the improvement or repair is started; or
2. If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term can exclude:

1. Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places, ~~or~~ a State Inventory of Historic Places, or the city's Register of Historic Places.

....

Section 2. Section 18.10.060, Administration, of the Gig Harbor Municipal Code is hereby amended to read as follows:

18.10.060 Administration.

A. Establishment of Development Permit – Flood Hazard Permit Required. A flood hazard permit shall be obtained before construction or development begins within any area of special flood hazard established in GHMC 18.10.050. The permit shall be for all structures including manufactured homes, as set forth in GHMC 18.10.040, Definitions, and for all development including fill and other activities, also as set forth in GHMC 18.10.040. However, structures that are excluded from the definition of substantial improvement shall not be subject to the Flood Hazard Permit requirement. The permit shall be exempt from the following project permit processing requirements of GHMC Title 19: GHMC 19.02.003, Submission and acceptance of application; GHMC 19.02.004, Notice of application; GHMC 19.01.003(B), Optional Consolidated Permit Processing; RCW 36.70B.060(5) (single staff

report with all decisions made as of the date of the report as to all project permits); RCW 36.70B.060(6) (requirement that there be no more than one open record hearing and one closed record appeal); GHMC 19.05.009, Notice of final decision; and GHMC 19.05.009(A) (completion of application review within any applicable deadline).

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 M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



Subject: Second Reading of Ordinance – Residential Building Height Calculations in the Historic District. (ZONE 09-0006)

Proposed Council Action: Adopt at this second reading

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: September 14, 2009

Exhibits: Draft Ordinance; Height measurement diagram

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: JK

Approved as to form by City Atty: Emily 7/29

Approved by Finance Director: N/A

Approved by Department Head: TD 9/8/09

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Attached for the Council’s consideration is an amendment to the downhill building height calculation for residential buildings in the Historic District. Currently, the downhill residential building height in the Historic District cannot exceed 27 feet above natural grade. The downhill building height for nonresidential buildings and for all building in the height restriction area cannot exceed 27 feet above natural and finished grade.

The proposed amendment would amend the downhill building height calculation for residential buildings in the Historic District so that it cannot exceed 27 feet above natural and finished grade, consistent with other building height calculations in the Historic District and height restriction area. This will ensure that the scale of buildings in the view basin remain same no matter the use.

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).

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on July 13, 2009 as per WAC 197-11-340(2).

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee reviewed this ordinance on January 7, 2008 and felt that the amendment should receive direct consideration by the Council. On January 17, 2008, the Planning Commission agreed that this amendment could receive direct consideration by the Council.

RECOMMENDATION / MOTION

Move to: Adopt at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING SUBSECTION 17.99.510(A) OF THE GIG HARBOR MUNICIPAL CODE TO REVISE THE BUILDING HEIGHT CALCULATION FOR RESIDENTIAL BUILDINGS IN THE CITY'S HISTORIC DISTRICT TO BE CONSISTENT WITH THE BUILDING HEIGHT CALCULATION FOR NONRESIDENTIAL BUILDINGS IN THE HISTORIC DISTRICT AND ALL BUILDINGS IN THE HEIGHT RESTRICTION AREA; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the downhill height for residential buildings in the City's Historic District is measured from natural grade; and

WHEREAS, the downhill height for nonresidential buildings in the City's Historic District is measured from natural grade and finished grade; and

WHEREAS, the downhill height for all buildings in the City's height restriction area which are not in the Historic District is measured from natural grade and finished grade; and

WHEREAS, the Historic District is located within the height restriction area established under chapter 17.62 of the Gig Harbor Municipal Code; and

WHEREAS, the City desires to amend the building height calculation for residential buildings in the Historic District to be consistent with the other building height calculations in the height restriction area to ensure that the scale of buildings remain same no matter the use; and

WHEREAS, on January 18, 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 July 13, 2009; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on August 10, 2009; and

WHEREAS, on _____, the City Council held a 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. Section 17.99.510 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.99.510 Building massing and height – Historic district.

* * *

A. Incorporate characteristic roof lines and massing into residential structures.

Historic structures in Gig Harbor are characterized by similar roof lines and massing. All residential structures within the historic district must meet the following criteria:

1. MINIMUM ROOF PITCH

Roof pitches shall be minimum 6/12 and maximum 12/12 on all portions of the roof except for (a) shed dormers, (b) porches, (c) the lower pitched roof portion on a saltbox-style structure, and (d) steeples, bell towers, and similar accentuated structures.

2. MAXIMUM HEIGHT

Each residential lot is allowed a building height of up to 18 feet from any point within the buildable area and within 50 feet of the building's footprint; provided, that no portion of the structure exceeds 27 feet above natural and finished grade. Additionally, one BASIC STRUCTURE measuring 25 feet wide by 40 feet deep by 27 feet high may be incorporated into the building design based upon the following criteria:

- a. The height of the basic structure shall be measured from the lowest elevation point at the setback lines. Height shall be measured from natural grade.
- b. The ridge of the basic structure shall be perpendicular to the shoreline or "point" to a significant view.
- c. No structures other than chimneys shall extend beyond the area defined by the gable or hip, i.e., no structure shall extend above the common rafter extending from the top wall plate to the ridge unless it is within the underlying 18-foot height envelope.
- d. The minimum roof pitch is 8/12. Equal pitches are used on the remaining portion of the house.
- e. A full-width front porch shall be included on the front side of the basic structure unit and windows on the entire structure shall be true-divided light windows if a grid pattern is desired.
- f. All other setback and height requirements are complied with.

3. INTERSECTING GABLES OR DORMER REQUIREMENT

To avoid expansive roof planes, fascia boards may not exceed 35 feet in length without an intersecting gable, dormer or similar architectural element incorporated into the roof plane above the fascia board on pitched roofs. This requirement does not apply to BASIC STRUCTURES defined under subsection (A)(2) of this section.

* * *

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 M. Towslee, City Clerk

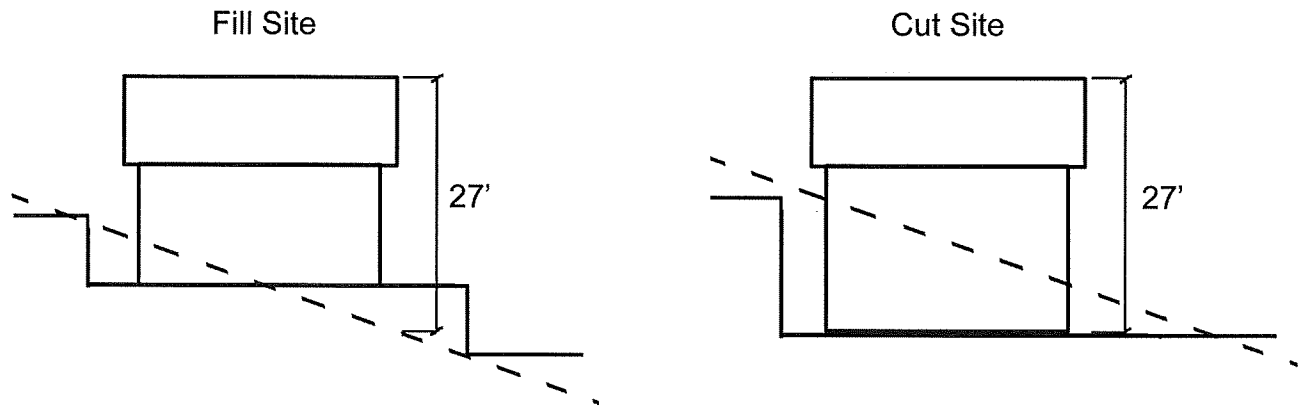
APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

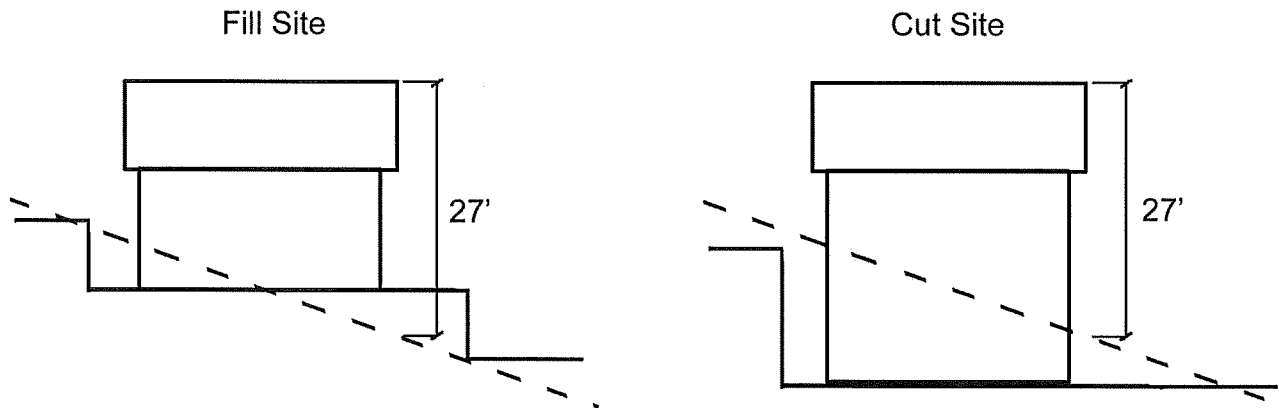
FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

Measurement of Maximum Downhill Height
(As per existing code, shown as cross-section)

Nonresidential in the Historic District and Height Restriction Area
27 feet maximum above natural and finished grade



Residential in the Historic District
27 feet maximum above natural grade



--- = natural grade

— = finished grade



Subject: Ordinance – Revising Business Hours for the Civic Center

Proposed Council Action:

Motion to adopt this ordinance establishing business hours for the Civic Center to be set by resolution.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk

For Agenda of: September 14, 2009

Exhibits: Ordinance

Concurred by Mayor: [Signature] 8/13/09
Approved by City Administrator: [Signature] 8/13
Approved as to form by City Atty: [Signature]
Approved by Finance Director:
Approved by Department Head: [Signature] 8/13/09

Initial & Date

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

Chapter 2.08 of the Gig Harbor Municipal Code sets the hours of operation for the Gig Harbor Civic Center. In order to address economic conditions, the building may be closed to the public during mandatory furlough days.

It would be more efficient to have the ability to set the hours of operation by Resolution than by ordinance.

FISCAL CONSIDERATION

The closure of the Civic Center during mandatory furlough days will result in savings in electricity, natural gas, and janitorial services. There is no fiscal impact of being able to set the business hours by resolution rather than by ordinance.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt this ordinance establishing business hours for the Civic Center to be set by resolution.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ESTABLISHING THAT REVISIONS TO
BUSINESS HOURS FOR THE GIG HARBOR CIVIC CENTER
BE SET BY RESOLUTION.**

WHEREAS, Chapter 2.08 of the City of Gig Harbor Municipal Code, City Hall, sets the hours of operation for the Gig Harbor Civic Center; and

WHEREAS, in order to address economic conditions the Civic Center may be closed certain days; and

WHEREAS, it is desirous to set the hours of operation by resolution rather than by ordinance;

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

Section 1. Section 2.08.010 of the City of Gig Harbor Municipal Code is hereby amended to read as follows:

2.08.010 City business hours. The Civic Center hours of operation will be set by resolution.

Section 2. Effective Date. This ordinance shall take effect and be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this 14th day of September.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 07/23/09
PASSED BY THE CITY COUNCIL: 09/14/09
DATE PUBLISHED: 09/16/09
DATE EFFECTIVE: 09/21/09



Subject: Second Reading-Update existing Inattention to Driving Ordinance, GHMC 10.04.011

Proposed Council Action: Adopt fine change to existing ordinance revising fine change at second reading.

Dept. Origin: Court
Prepared by: Paul Nelson
For Agenda of: September 14, 2009

Exhibits:

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	ROK _____
Approved as to form by City Atty:	JEMAIL _____
Approved by Finance Director:	DN _____
Approved by Department Head:	AN _____

Expenditure	Fiscal	Amount	Appropriation
Required \$0	Consideration \$0	Budgeted \$0	Required \$0

INFORMATION / BACKGROUND

The current fine for inattention to driving is \$100. Increasing the fine to \$250 will bring it more in-line with other comparable driving offenses.

Inattention to Driving isn't far removed from Negligent Driving in the Second Degree, 46.61.525, \$250.

Neg. Driving 2nd : ".....operates a motor vehicle in a manner that is both negligent and endangers or is likely to endanger any person or property." Negligent means- the failure to exercise ordinary care, and is the doing of some act that a reasonable careful person would not do under the same or similar circumstances.

10.04.011 Inattention to driving.

It is unlawful for any person to operate a vehicle in an inattentive manner over the streets of the city. For the purpose of this section, "inattentive" means the operation of a vehicle upon the streets of the city in such a manner so as to fail to maintain a careful lookout for persons or property in the direction of travel. Any person operating a vehicle in an inattentive manner is guilty of an infraction, which is punishable in an amount of \$250, notwithstanding the penalty schedule outlined in GHMC 1.16.010D.3. (Ord. 460, 1985; Ord. 416, 1982)

Proposed fine: \$250 (only change is a proposed fine increase from \$100 - \$250)

On average the police department cites this charge less than 30 times a year.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

Finance & Safety Committee Meeting considered on June, 15. The committee recommendation was to adopt the fine increase to \$250.

RECOMMENDATION / MOTION

Move to: Adopt ordinance revising fine for inattention to driving at Second Reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRAFFIC INFRACTIONS; AMENDING SECTION 10.04.011 OF THE GIG HARBOR MUNICIPAL CODE TO INCREASE THE PENALTY FOR INATTENTION TO DRIVING; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of Gig Harbor currently imposes a penalty of \$100 for the infraction of inattention to driving under GHMC 10.04.011; and

WHEREAS, the City desires to increase the penalty to \$250 for the infraction of inattention to driving under GHMC 10.04.011; and

WHEREAS, RCW 46.63.110(1) provides that no penalty shall exceed \$250 for a traffic infraction unless specifically authorized by statute; and

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

WHEREAS, on _____, 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, DO ORDAIN AS FOLLOWS:

Section 1. Amendment. Section 10.04.011 of the Gig Harbor Municipal Code is hereby amended to read as follows:

10.04.011 Inattention to driving.

It is unlawful for any person to operate a vehicle in an inattentive manner over the streets of the city. For the purpose of this section, "inattentive" means the operation of a vehicle upon the streets of the city in such a manner so as to fail to maintain a careful lookout for persons or property in the direction of travel. Any person operating a vehicle in an inattentive manner is guilty of an infraction, and which is punishable in accord with GHMC 1.16.010D.3. in the amount of \$250, notwithstanding the penalty schedule outlined in GHMC 1.16.010.D.3.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the

application of the provision to other persons or circumstances by a court of competent jurisdiction shall not be affected.

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

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

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



Subject: Second Reading-Adopt Sexual Motivation Statute

Dept. Origin: Police/Court

Prepared by: Paul Nelson

Proposed Council Action:

For Agenda of: September 14, 2009
Exhibits:

Adopt ordinance adopting RCW 9.94A.835 the Sexual Motivation Statute at second reading.

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and signatures: POK, EMAIL, and PWN

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are all \$0.

INFORMATION / BACKGROUND

Example of purpose: Recently the GHPD had a case which resulted in an arrest of an individual for indecent liberties - a felony. The victim in this case was held down and fondled at her work place. The case was referred back from Pierce County Superior Court to Gig Harbor Municipal Court. As our court is a court of limited jurisdiction it can only hear, try, and sentence misdemeanor/gross misdemeanor charges.

The charge that should have been brought was Assault 4th degree with sexual motivation. As the city has not adopted the sexual motivation statute, RCW 9.94A.835, nor the definition of sexual motivation, RCW 9.94A.030 (47), the only charge available was Assault 4th degree."

The proposed ordinance adopts RCW 9.94A.835.

Sexual Motivation, RCW 9.94A.835

*(1) The prosecuting attorney shall file a special allegation of sexual motivation in every criminal case, felony, gross misdemeanor, or misdemeanor, other than sex offenses as defined in *RCW [9.94A.030](#)(38) (a) or (c) when sufficient admissible evidence exists, which, when considered with the most plausible, reasonably foreseeable defense that could be raised under the evidence, would justify a finding of sexual motivation by a reasonable and objective fact finder.*

*(2) In a criminal case wherein there has been a special allegation the state shall prove beyond a reasonable doubt that the accused committed the crime with a sexual motivation. The court shall make a finding of fact of whether or not a sexual motivation was present at the time of the commission of the crime, or if a jury trial is had, the jury shall, if it finds the defendant guilty, also find a special verdict as to whether or not the defendant committed the crime with a sexual motivation. This finding shall not be applied to sex offenses as defined in *RCW [9.94A.030](#)(38) (a) or (c).*

(3) The prosecuting attorney shall not withdraw the special allegation of sexual motivation without approval of the court through an order of dismissal of the special allegation. The court shall not dismiss this special allegation unless it finds that such an order is necessary to correct an error in the initial charging decision or unless there are evidentiary problems which make proving the special allegation doubtful.

RCW 9.94A.030 (47)

"Sexual motivation" means that one of the purposes for which the defendant committed the crime was for the purpose of his or her sexual gratification.

FISCAL CONSIDERATION: N/A

BOARD OR COMMITTEE RECOMMENDATION: N/A

RECOMMENDATION / MOTION

Move to: Consider ordinance adopting RCW 9.94A.835 and approve at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CRIMES RELATING TO PUBLIC MORALS; ADDING A NEW SECTION 9.30.100 TO THE GIG HARBOR MUNICIPAL CODE TO ADOPT BY REFERENCE RCW 9.94A.835; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Gig Harbor desires to adopt by reference RCW 9.94A.835, which provides that the prosecuting attorney shall file a special allegation of sexual motivation in every criminal misdemeanor or gross misdemeanor case other than sex offenses as defined in RCW 9.94A.030; and

WHEREAS, the special allegation of sexual motivation must be proved beyond a reasonable doubt; and

WHEREAS, the prosecuting attorney shall not withdraw the special allegation of sexual motivation without approval of the court or an order of dismissal; and

WHEREAS, proof of sexual motivation beyond a reasonable doubt may be considered as an aggravating circumstance under RCW 9.94A.537 to impose a sentence above the standard sentencing range; and

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

WHEREAS, on _____, 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, DO ORDAIN AS FOLLOWS:

Section 1. Amendment. Section 9.30.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

As used in this chapter, the following words and terms have the meaning set forth in this section:

A. "Expressive dance" means any dance which, when considered in the context of the entire performance, constitutes an expression of theme, story, or ideas, but excluding any dance such as, but not limited to, common barroom type topless dancing which, when considered in the context of the entire performance, is presented primarily as a

means of displaying nudity as a sales device or for other commercial exploitation without substantial expression of theme, story or ideas, and the conduct appeals to the prurient interest, depicts sexual conduct in a patently offensive way and lacks serious literary, artistic, political or scientific value.

B. "Exposed" means the state of being revealed, exhibited or otherwise rendered to public view.

C. "Person" means and includes natural persons of either sex, firms, corporations and all associations of natural persons, whether acting by themselves or by an agent, servant or employee.

D. "Public exposure" means the act of revealing, exhibiting or otherwise rendering open to public view.

E. "Public place" means any place in which the general public has a right to be present, and any area open to public view, whether or not conditioned upon payment of a fee, and includes, but is not limited to, buildings open to the general public, whether or not access is restricted according to age, including those in which food and drink is served, or entertainment provided.

F. "Sexual contact" means any touching of the sexual or other intimate parts of a person done for the purpose of gratifying sexual desire of either party.

G. "Sexual intercourse":

1. Has its ordinary meaning and occurs upon any penetration, however slight; and

2. Also means any penetration of the vagina or anus, however slight, by an object, when committed on one person by another, whether such persons are of the same or opposite sex, except when such penetration is accomplished for medically recognized treatment or diagnostic purposes; and

3. Also means any act of sexual contact between persons involving the sex organs of one person and the mouth or anus of another whether such persons are of the same or opposite sex.

H. "Sexual motivation" means that one of the purposes for which the defendant committed the crime was for the purpose of his or her sexual gratification.

I. "Unlawful public exposure" means:

1. A public exposure of any portion of the human anus or genitals;

2. A public exposure of any portion of the female breast lower than the upper edge of the areola; or

3. A public exposure consisting of touching, caressing or fondling of the male or female genitals or female breasts, whether clothed or unclothed; or

4. A public exposure consisting of masturbation, or of urination or defecation in a place other than a restroom.

Section 2. New Section. Section 9.30.100 of the Gig Harbor Municipal Code is hereby added to read as follows:

9.30.100 Sexual Motivation - Special Allegation

The following state statute is adopted by reference:
RCW 9.94A.835 Special Allegation - Sexual Motivation - Procedures.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances by a court of competent jurisdiction shall not be affected.

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 S. Belbeck, City Attorney

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



Subject: Public Hearing and First Reading of Ordinance - Updating the Comprehensive Plan Amendment Process

Proposed Council Action: Review ordinance and approve at second reading.

Dept. Origin: Planning

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: September 14, 2009

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK 9/9/09

Approved as to form by City Atty: email 9/9/09

Approved by Finance Director: N/A

Approved by Department Head: TD 9/8/09

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

Attached for the Council's consideration are proposed amendments to Chapter 19.09 GHMC, Amending the Comprehensive Plan. The City first adopted procedures for amending its comprehensive plan in 2007 and has processed three annual dockets under those procedures. The staff has concluded that while the fundamentals of the procedures are sound, some procedures could be amended to provide more efficient review, remove redundancies and ensure better public involvement.

The proposed ordinance would make the following changes to the procedures for amending the comprehensive plan:

1. Move up the submission deadline for comprehensive plan amendments to December 18, 2009 for the 2010 cycle and, for the 2011 cycle and thereafter, the last working day in October to allow adequate time for Planning Commission and City Council review of the proposed amendments.
2. Amend the complete application requirements to align with the criteria for approval and necessary concurrency review.
3. Require applicants for land use map amendments to conduct a public outreach program prior to submittal of an amendment in order to ensure that early and continuous public notification and participation occurs in the planning process.
4. In order to make efficient use of staff, Planning Commission and Council time, limit the review of similar applications to once every three years, unless a change in circumstances warrants additional review
5. Amend the criteria for approval to remove redundancies and to differentiate between all applications and applications for land use map amendments

6. Make other housekeeping amendments, such as correcting references and clarifying procedures.

POLICY CONSIDERATIONS

Amendments to development regulations are considered a Type V legislative action (GHMC 19.01.003). The Revised Code of Washington Chapter 36.70A, the Growth Management Act, contains several requirements for comprehensive plan amendment procedures. RCW 36.70A.130(2) limits amendments to the comprehensive plan to once a year (with statutory exceptions). RCW 36.70A.130(2) and RCW 36.70A.470 require that jurisdictions adopt a docketing process for requesting and considering comprehensive plan amendments. RCW 36.70A.020(11), .035 and .140 require jurisdictions to establish an early and continuous public notification and participation in the planning process.

ENVIRONMENTAL ANALYSIS

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

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Staff recommends the Council take public testimony, review the revised ordinance and determine what language will be included in the ordinance for second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF GIG HARBOR, WASHINGTON, RELATING TO COMPREHENSIVE PLAN AMENDMENTS; AMENDING CHAPTER 19.09 OF THE GIG HARBOR MUNICIPAL CODE TO REVISE THE PROCEDURAL REQUIREMENTS FOR PROCESSING COMPREHENSIVE PLAN AMENDMENTS; CHANGING THE SUBMISSION DEADLINE OF AMENDMENTS; AMENDING THE ELEMENTS OF A COMPLETE APPLICATION; AMENDING THE CRITERIA FOR ACCEPTANCE AND APPROVAL OF COMPREHENSIVE PLAN AMENDMENTS; MAKING OTHER HOUSEKEEPING AMENDMENTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in 2007 the City adopted standards that incorporate into a common chapter all procedural requirements for amendments to the City's comprehensive plan; and

WHEREAS, since the adoption of the procedural requirements and the processing of amendments under those requirements, the City has determined that amendments to that process are necessary for efficient operation of government; and

WHEREAS, the City desires to move up the submission deadline for comprehensive plan amendments to December 18, 2009 for the 2010 cycle and thereafter, the last working day in October to allow adequate time for Planning Commission and City Council review of the proposed amendments; and

WHEREAS, the City desires to amend the complete application requirements to align with the criteria for approval and necessary concurrency review; and

WHEREAS, the City would like applicants for land use map amendments to conduct a public outreach program prior to submittal of an amendment in order to ensure that early and continuous public notification and participation occurs in the planning process; and

WHEREAS, in order to make efficient use of staff, Planning Commission and Council time, the City desires to limit the review of similar applications to once every three years, unless a change in circumstances warrants additional review; and

WHEREAS, the City desires to amend the criteria for approval of comprehensive plan amendments to remove redundancies and to differentiate between all applications and applications for land use map amendments; and

WHEREAS, the proposed standards are consistent with the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official has determined that the proposed standards are exempt under SEPA pursuant to WAC 197-11-800(19); and

WHEREAS, a copy of this Ordinance was forwarded to the Washington State Department of Commerce on August 31, 2009, pursuant to RCW 36.70A.106; and

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

WHEREAS, on _____, the City Council held a 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. Chapter 19.09 of the Gig Harbor Municipal Code, Amending the Comprehensive Plan, is hereby amended, to read as follows:

19.09.010 Purpose.

The purpose of this chapter is to establish procedures for amending the city's comprehensive plan, including the comprehensive plan text and land use map, as well as the land use, housing, capital facilities plan, utilities, transportation, economic, and park/recreation elements of the comprehensive plan. The Growth Management Act (GMA) generally allows amendments to comprehensive plans only once per year, except as otherwise provided in RCW 36.70A.130(2)(a), so that the cumulative impacts of all proposed amendments can be analyzed. This chapter is intended to provide a process to "docket" proposed amendments for annual review, to provide timelines, to identify public participation procedures, application requirements, and review criteria for consideration of amendments to the various comprehensive plans.

19.09.020 Exceptions to the amendment process.

The city council may amend the comprehensive plan(s) more frequently than once per year under the following circumstances (consistent with RCW 36.70A.130(2)):

- A. Initial adoption of an identified subarea plan that does not modify the comprehensive plan policies and designations applicable to the subarea;
- B. The adoption or amendment of a shoreline master program under the procedures set forth in Chapter 90.58 RCW;
- C. The amendment of the capital facilities element of a comprehensive plan that occurs concurrently with the adoption or amendment of the city's budget; and
- D. Any other circumstance specifically described in Chapter 36.70A RCW.

19.09.030 Submission deadlines.

Proposed amendments to the comprehensive plan or land use plan map may be submitted at any time. Applications received by ~~August 15, 2007~~ December 18, 2009, will be considered during the ~~current 2010~~ annual review period. ~~Thereafter~~ For the 2011 annual review period and beyond, applications shall be received by the last working day in February ~~October will be considered during the current annual review period~~, subject to GHMC 19.09.010 and 19.09.020. Applications received after the last day in ~~February~~ October will be considered during the next year's annual review period.

~~19.09.040 Types of amendments.~~

~~There are two amendment types: text and map. Both amendments require "docketing" and will be considered annually. All comprehensive plan amendments are considered legislative processes and are not subject to deadlines for issuance of a final decision or project permit applications in Chapter 19.05 GHMC. While the city may consider amendments only once a year, there is no deadline for the city's final decision on the amendments, nor is there any limitation on the number of hearings that the city may hold to consider the amendments.~~

19.09.050 Annual review process and SEPA review.

A. All comprehensive plan amendments are considered legislative processes and are not subject to deadlines for issuance of a final decision or project permit applications in Chapter 19.05 GHMC. While the city may consider amendments only once a year, there is no deadline for the city's final decision on the amendments, nor is there any limitation on the number of hearings that the city may hold to consider the amendments.

~~A. B.~~ Annually, the comprehensive plan amendment proposals shall be considered concurrently so that the cumulative effect of all amendments may be ascertained. Environmental review (SEPA) shall be conducted on all proposed amendments at the same time to consider the cumulative impacts of all amendments. Proposals may be considered at separate meetings and hearings, so long as the final action taken considers the cumulative effect of all the proposed amendments.

~~B. Proposed comprehensive plan amendments are subject to the following:~~

~~1. C. Proportional Share of Costs.~~ Individual applicants will be required to pay for their proportionate share of the costs involved in the SEPA analysis, which may include the preparation of an environmental impact statement if deemed necessary by the responsible SEPA official. If an EIS is deemed necessary, the city will contact the applicant(s) to provide them with an estimate on the cost of the EIS and will require the applicant(s) to pay their proportionate cost before proceeding with the preparation of the EIS. Lack of payment in the time specified by the city will be deemed a withdrawal of the non-paying applicant's application. If actual costs of the EIS exceed the estimated cost, the city may bill each applicant for their proportional share of the cost overrun. Payments exceeding actual costs shall likewise be reimbursed proportionately. If payments for all cost due to the city are not paid, the proposed comprehensive plan amendments of the non-paying applicant shall not be approved.

~~G. D. Assessment of Impacts.~~ Except for those land use map amendments associated with a development agreement that limit development to specified uses and floor areas, the most intense use and development of the site allowed under the proposed land use designation will be assumed when reviewing potential impacts to the environment and to public facilities.

19.09.060 Initiation of amendments.

Amendments may be initiated by any interested person, including ~~applicants~~ property owners, citizens, hearing examiners, city council, planning commission, city staff and staff of other agencies.

19.09.070 Docket.

Proposed amendments will be assigned an application number and placed on a docket. A current copy of the docket shall be maintained by the planning department and shall be available for public inspection during regular city business hours.

19.09.080 Amendment applications.

A. General Application Requirements. All map and text amendment applications shall be accompanied by a completed application form as provided by the city along with the following additional information:

1. Name and address of the person or persons proposing the amendment;
2. An environmental checklist (SEPA), including a completed Part D;
3. All associated fees as established by the city;
4. A description and/or map of the proposed amendment;
- 4.5. A written statement explaining the following:
 - a. The purpose of the proposed amendment;

b. How the amendment is consistent with the Washington State Growth Management Act;

c. How the amendment is consistent with the adopted countywide planning policies;

d. How the amendment furthers the purpose of the city's comprehensive plan; and

e. How the amendment is internally consistent with the city's comprehensive plan, as well as other adopted city plans and codes;

f. ~~If applicable, how the project will meet concurrency requirements for transportation under Chapter 19.10 GHMC, or GHMC 19.10.005; and (All concurrency evaluation)~~

~~g. 5. Supplemental environmental review and/or critical areas review if determined by the planning director to be required.~~

6. If the proposed amendment would increase the intensity or density of permitted development, the following capacity evaluations are required:

a. A report identifying anticipated traffic trip generation under the existing and proposed comprehensive plan.

b. A report identifying anticipated sewer generation under existing and proposed comprehensive plan using flow projections provided in Chapter 1 of the city's Public Works Standards.

c. If within the city's water service area, a report identifying anticipated water use under existing and proposed comprehensive plan.

7. A written response to the criteria for initiation of an application contained in GHMC 19.09.130 and the criteria for approval of an amendment contained in GHMC 19.09.170.

B. Comprehensive Plan Text Amendment Requirements. In addition to the general application requirements, the following additional information shall accompany a text amendment application:

1. The proposed element, chapter, section, and page number of the comprehensive plan to be amended.

2. Proposed text changes, with new text shown in an underline format, and deleted text shown in strikeout format or other format approved by the Planning Director.

~~3. For text changes that would allow increased residential densities or uses not otherwise allowed under existing text, a traffic impact analysis.~~

C. Comprehensive Plan Map Amendment Requirements. Map amendments include changes to any of the several maps included in the comprehensive plan including, but not limited to, the land use map, critical areas maps, neighborhood design areas map, future roadways map, preferred freight route map, roadway functional classification maps, short range transportation projects map, long range transportation projects map etc. All map amendment applications shall include the information specified under general application requirements. In addition, land use map amendment applications shall be accompanied by the following information:

1. The current land use map designation for the subject parcel(s);
2. The land use map designation requested;
3. A complete legal description describing the combined area of all the subject parcel(s);
4. A copy of the county tax assessor's map of the subject parcel(s);
5. A vicinity map showing:
 - a. All land use designations within 300 feet of the subject parcel(s);
 - b. All parcels within 300 feet of the subject parcel and all existing uses of those parcels;
 - c. All roads abutting and/or providing access to the subject parcel(s) including information on road classifications (arterial, minor collector, major collector access) and improvements to such roads;
 - d. Location of shorelines and critical areas on or within 300 feet of the site, if applicable;
 - e. The location of existing utilities serving the subject parcels including electrical, water and sewer (including septic); and
 - f. The location and uses of existing structures located on the subject parcel(s);
- ~~6. Mailing labels of all property owners within 300 feet of the subject site, as listed on the county assessor's tax rolls (the city may require the applicant at any time in the update process to submit updated mailing labels if the mailed notices are to be sent more than 30 days beyond the date the mailing labels were prepared);~~
- ~~7. A traffic impact analysis (TIA) assessing the potential impacts of the proposed amendment;~~
- ~~8. 6. Topographical map of the subject parcels and abutting properties at a scale of a minimum of one inch represents 200 feet (1:200);~~
- ~~9. 7. The current official zoning map designation for the subject parcel(s);~~
- ~~8. A description of any associated development proposals. Development proposals shall not be processed concurrent with comprehensive plan amendments, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the city's SEPA, zoning, concurrency processes and comprehensive land use plan. If no proposed development description is provided, the city will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The city shall assume the maximum impact, unless the applicant submits with the comprehensive plan amendment a development agreement to ameliorate the adverse impact of the proposed development.~~
- ~~9. Evidence that the applicant has conducted a public outreach program, within the 90-day period preceding submittal of application, for property owners within 300 feet of the boundaries of the subject land use~~

map amendment. The public outreach program shall demonstrate that such property owners have been notified of the applicant's desire to amend the land use designation, been informed of the proposed land use designation and any accompanying development agreement, and been provided the opportunity to comment on the amendment. Copies of all comments received shall be included in the application to the city.

~~10. A detailed plan which indicates any proposed improvements, including plans for:~~

- ~~a. Paved streets;~~
- ~~b. Storm drainage control and detention facilities;~~
- ~~c. Public water supply;~~
- ~~d. Public sanitary sewers;~~
- ~~e. Circulation and traffic patterns for the development and the surrounding neighborhoods; and~~

~~11. 10. Other information as may be required by the planning director to assist in accurately assessing the conformance of the application with the standards for approval;~~

~~12. A description of any associated development proposals. Development proposals shall not be processed concurrent with comprehensive plan amendments, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the city's SEPA, zoning, concurrency processes and comprehensive land use plan. If no proposed development description is provided, the city will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The city shall assume the maximum impact, unless the applicant submits with the comprehensive plan amendment a development agreement to ameliorate the adverse impact of the proposed development.~~

~~D. Related Applications. Comprehensive plan amendments shall be processed separately from any other related project permit applications, including but not limited to site-specific rezone applications, except that related development descriptions may be submitted as described in subsection (C)(43 8) of this section.~~

19.09.090 Determination of completeness for proposed amendments.

The planning director shall review all docketed applications and make a determination of completeness within 30 days of receipt of application. (The requirements of RCW 36.70B.080 or GHMC 19.02.003 do not apply to legislative processes.) ~~Applicants will be required to provide any additional material requested by the director within 15 days of the date of the request.~~ Applications which are determined to be incomplete as of 45 days after the annual application deadline date identified in GHMC 19.09.030 will not be considered during the current annual review process and will be considered during the next annual review period after a determination of completeness. It is highly recommended that applicants

for amendments to the comprehensive plan contact the planning department and arrange for a preapplication conference prior to submittal of an application for amendment to avoid delays in processing.

19.09.100 Concurrency review.

Repealed by Ord. 1101. (Ord. 1075 § 1, 2007).

19.09.110 ~~Public n~~ Notice of public hearing(s).

A notice of public hearing(s) on proposed amendments to the comprehensive plan shall be published in the city's officially designated newspaper and shall also be included on the city's official website. For site-specific land use map amendment proposals (i.e., sites involving four or fewer parcels, or sites consisting of multiple contiguous parcels under a single ownership), the notice of public hearing shall be mailed to all property owners within 300 feet of the subject site. Notices shall be both mailed and published at least seven days prior to the scheduled public hearing.

19.09.120 Public hearing on docket.

The city council shall review and consider all of the amendments included in the docket that were submitted in time for review during the current ~~calendar year~~ annual review period during a regular council hearing before making a final decision on which amendments will proceed through the annual amendment process.

19.09.130 Considerations for decision to initiate processing.

Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts, including the application materials, as well as the following items:

A. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and

B. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments; and

C. For amendments that have been considered within the last 3 years, whether there has been a change in circumstances that makes the proposed amendment now appropriate.

19.09.140 Selecting the applications for further processing during annual review.

The council shall consider each application separately under the ~~procedures and criteria set forth in GHMC 19.09.120 and 19.09.130,~~ and shall decide which applications will be processed during the current

annual amendment process, and which will not be processed. Any proposed amendment selected by the city council for further processing shall be processed as provided in this chapter. The processing of any proposed amendment not selected by the city council shall be terminated and the proposed amendment removed from the docket, unless otherwise directed by city council. ~~The council's findings and conclusions on the applications that will not be processed shall be incorporated into a resolution. No findings and conclusions are required for those applications that are forwarded to the planning commission for further processing during the current annual review.~~

19.09.150 Planning commission action.

Once the applications are forwarded to the planning commission for further processing, the planning director shall ensure that the applications have been reviewed under SEPA, and that a SEPA threshold decision has issued. The planning commission shall then hold a public hearing(s) on the applications and consider them cumulatively under the criteria set forth in GHMC 19.09.170. The commission's written recommendation on the applications shall then be forwarded to the city council.

19.09.160 City council action.

The city council shall consider the planning commission's recommendation on the comprehensive plan amendments and make a decision to either adopt or deny each amendment application. If the council makes no changes to the planning commission's recommendation, the council may act on the amendments during a regular city council meeting. If the council makes any changes to the planning commission's recommendation, the council may be required to hold a public hearing, pursuant to RCW 36.70A.035(2). The city council shall not consider changes to private-party amendment applications after the planning commission's recommendation unless the changes are recommended by the planning commission or requested by the city council.

19.09.170 Criteria for approval.

~~Every applicant for a comprehensive plan amendment must demonstrate how each of the following criteria for approval has been satisfied in their application materials. The city council, in addition to the consideration of the conditions set forth in GHMC 19.09.130, shall make written findings regarding each application's consistency or inconsistency with each of the following criteria:~~

~~A. The proposed amendment meets concurrency requirements for transportation as specified in Chapter 19.10 GHMC;~~

~~B. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect adopted levels of service standards other public facilities and services such as parks, police, fire, emergency medical services and governmental services;~~

~~C. The proposed amendments will not result in overall residential capacities in the city or UGA that either exceed or fall below the projected need over the 20-year planning horizon; nor will the amendments result in densities that do not achieve development of at least four units per net acre of residentially designated land;~~

~~D. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:~~

~~1. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or~~

~~2. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or~~

~~3. Needed infrastructure, facilities and services will be funded by the developer under the terms of a developer's agreement associated with this comprehensive plan amendment; or~~

~~4. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or~~

~~5. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met.~~

~~E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;~~

~~F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services;~~

~~G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses and the zoning district locational criteria contained within the comprehensive plan and zoning code;~~

~~H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general;~~

~~I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and~~

~~J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.~~

The city's comprehensive plan was developed and adopted after significant study and public participation. The goals and policies contained therein shall therefore be granted substantial weight when considering a proposed amendment. The city council shall make written findings regarding each application's consistency or inconsistency with the following criteria:

A. The proposed amendment will further and be consistent with the goals, policies and objectives of the comprehensive plan; and

B. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

C. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect transportation facilities and other public facilities and services such as parks, police, fire, emergency medical services and governmental services; and

D. The proposed amendment advances the public interest; and

E. For text amendments which propose to increase density or intensity of permitted development and all land use map amendments, the following approval criteria also apply:

1. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

a. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

b. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

c. Needed infrastructure, facilities and services will be funded by the developer under the terms of a development agreement associated with the comprehensive plan amendment; or

d. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

e. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met; and

2. For a land use map amendment, the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses; and

3. The proposed amendment will not create a demand to change land use designations of other properties, unless the change in land use designation for other properties is in the long-term interest of the community in general.

19.09.180 Adoption and rejection.

The city council's decision to adopt or reject the proposed Comprehensive plan amendments ~~that are approved~~ shall be adopted by ordinance. All comprehensive plan amendments ~~that are rejected~~ shall be addressed in a resolution.

19.09.190 Transmittals to the state.

The planning department will transmit a copy of any proposed amendments and adopted ordinances to the Washington State Department of Community, Trade, and Economic Development (CTED) Commerce (COM) pursuant to the requirements of RCW 36.70A.106.

19.09.200 Appeals.

Appeals shall be filed with the Growth Management Hearings Board in accordance with the provisions of Chapter 36.70A RCW.

19.09.210 Applications for amendments located within the urban growth area and outside of the city limits.

As a courtesy recommendation only, the city council will consider applications for amendment of the Pierce County comprehensive plan land use map for those parcels located within the urban growth area, but outside of the city limits. Actions of the city council will be forwarded to the Pierce County ~~commissioners~~ Council. The city council's recommendation on any amendments to the Pierce County comprehensive plan map is a recommendation only, and is not a final decision. It is therefore not appealable, either administratively or judicially.

19.09.220 Map and text revisions.

If ~~land-use map and text~~ amendments are adopted, the city council shall order that the comprehensive plan ~~land-use map~~ be amended to reflect the new amendments.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2009.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



Subject: Resolution – Revising Business Hours for the Civic Center

Proposed Council Action:

Motion to adopt this resolution establishing business hours for the Civic Center.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: September 14, 2009

Exhibits: Resolution

Concurred by Mayor: *CLH 8/13/09*

Approved by City Administrator: *RSK 8/13*

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

Approved by Finance Director:

Approved by Department Head: *RSK 8/13*

Initial & Date

CLH 8/13/09

RSK 8/13

ok by email

RSK 8/13

Expenditure	Amount	Appropriation	
Required \$0	Budgeted \$0	Required	\$0

INFORMATION / BACKGROUND

Council has adopted an ordinance that sets the hours of operation for the Gig Harbor Civic Center by resolution. In order to address economic conditions, staff is recommending that the building will be closed to the public during mandatory furlough days.

The attached resolution sets the hours of operation to reflect the mandatory furlough days adopted on August 10, 2009.

FISCAL CONSIDERATION

The closure of the Civic Center during mandatory furlough days will result in savings in electricity, natural gas, and janitorial services.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt this resolution establishing business hours for the Civic Center.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GIG HARBOR, WASHINGTON, AMENDING THE GIG
HARBOR CIVIC CENTER HOURS OF OPERATION.**

WHEREAS, Ordinance No. ____ adopted on September 14, 2009 established the procedure for the Civic Center days and hours of operation to be set by Resolution; and

WHEREAS, in order to address economic conditions, the Council has adopted a schedule of mandatory furlough dates; and

WHEREAS, closing the Civic Center on scheduled furlough dates will realize increased budget savings; and

WHEREAS, the closure dates will be published in the newspaper of record, posted on the city's website and other public areas;

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

Section 1. The Gig Harbor Civic Center hours are established as follows:

A. The Civic Center shall be open for business from 8:00 a.m. to 5:00 p.m. Monday through Friday of each and every week, except designated holidays or on the following furlough dates:

Friday, September 4
Monday, October 12
Wednesday, November 25
Thursday, December 24
Monday, December 28
Tuesday, December 29
Wednesday, December 30
Thursday, December 31

RESOLVED by the City Council this 14th day of September, 2009.

APPROVED:

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

By: _____

Dr. Robert Stuart
Melinda Stuart

Mayor Chuck Hunter
City Administrator and City Council

Dear Gentlemen:

As citizens of Gig Harbor, we are very concerned about what has happened in what we will refer to as the "Sgt. Dougil Case." Citing the need to demonstrate absolute integrity to the public, Police Chief Davis took it upon himself to accuse, try, and convict Sgt. Dougil in the press before his case was heard in court. Dougil, with a family to support, was placed on unpaid leave for more than a year. As a result of these accusations, drug cases were put in question, and incredibly, the city paid off known drug dealers without waiting for the outcome of Dougil's trial. Now that the court has cleared Sgt. Dougil of all charges, Chief Davis is still trying to avoid treating Sgt. Dougil fairly, citing an "internal investigation." Can his internal decision possibly be unbiased?

I submit we can see the writing on the wall, that if the city administration does not step in and rapidly correct this travesty, then we will be open to settling damages to Sgt. Dougil as well as the drug dealers. Never mind that the settlements are covered by insurance—they reflect mismanagement and are just plain wrong. We are outraged.

We are questioning the kind of judgment that brought these charges and this kind of treatment from Chief Mike Davis, when the court found that nothing illegal was done.

We are questioning the kind of judgment that led the city to pay off known drug dealers when there was nothing illegal done in their arrest.

We are questioning the kind of judgment that city leaders are using in their oversight of Chief Davis in this case.

It is now up to you. The sooner you take steps to try to restore Sgt. Dougil to his rightful status, the better our chances at avoiding paying out more damages. However, we don't think anything can be done to restore the integrity of our police leadership.

Respectfully,

The image shows two handwritten signatures in black ink. The first signature is "Robert E. Stuart" and the second is "Melinda Stuart". Both are written in a cursive, flowing style.

Dr. Robert and Melinda Stuart