

Gig Harbor City Council Meeting

**October 10, 2011
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, October 10, 2011 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Sept. 26, 2011.
2. Receive and File: a) Parks Commission Minutes – Sept. 14th; b) Council Worksession Minutes - September 19th; c) City Council Retreat Minutes – Sept. 23rd.
3. Appointment to Parks Commission.
4. Resolution No. 875 – Surplus Equipment.
5. Resolution No. 876 – In Support of Acceptance of Bronze Statue at Maritime Pier.
6. Eddon Beach Restoration Wetland Delineation Contract.
7. Maritime Pier Amendment to the Biological Evaluation Contract.
8. Donkey Creek Improvement Project Final Design and Permitting Contract.
9. Approval of Payment of Bills for Oct 10, 2011: Checks #67959 through #68080 in the amount of \$396,965.41.
10. Approval of Payroll for the month of September: Checks #6239 through #6354 in the amount of \$307,160.98.

PRESENTATIONS:

1. Life Saving Award – Officer Chet Dennis.
2. Presentation of the Military Covenant Charter to the Mayor and Council – Col. L Norwood.
3. Peninsula School District – Support for KGHP Radio Station.

OLD BUSINESS:

1. Second Reading of Ordinance – Fire Sprinkler Code Amendment.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Land Use Permit Extensions.
2. Public Hearing and First Reading of Ordinance - Sutherland / Prentice Street Vacation – Brown.
3. Public Hearing and First Reading of Ordinance - Harborview Drive for Viewpoint Short Plat.
4. Public Hearing and Resolution No. 877 - Support of Pierce County Proposition 1: South Sound 9-1-1 System.

STAFF REPORT: HBZ 5-yr Project Plan and 30-yr Project List Amendment.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor presents the 2012 Proposed Budget.

ANNOUNCEMENT OF OTHER MEETINGS:

Operations & Public Projects: Thu. Oct. 20th at 3:00 p.m.

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

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – SEPTEMBER 12, 2011

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

CALL TO ORDER: 5:30 p.m.

PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Franich announced that New Business Item No. 2, Public Hearing on Retail Building Size in the C-1 Zoning District was cancelled because the proponent had withdrawn the application.

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of September 12, 2011.
2. Liquor License Action: a) Renewals: Fred Meyer #601; Harvester Restaurant; and QFC #864.
3. Receive and File: Gig Harbor Historical Waterfront Association - 3rd Quarter Report.
4. Lodging Tax Advisory Committee Membership Changes.
5. 2011 Water Main Improvement and Replacement Project Permit Execution – Tacoma Public Utilities
6. Voting Center Agreement with Pierce County Elections.
7. Resolution – Rejecting Bid from Pacific Pile and Marine, L.P. for the Skansie Net Shed Pier Restoration Project.
8. Washington State Military Homeland Security Grant Agreement – E12-080.
9. Resolution – Rejecting Bid from Garcia-Tucker Associates, LLC for the Stanich Lane / Judson Street Pedestrian Improvement Project.
10. Stanich Lane / Judson Street Pedestrian Improvement Project Construction Contract and Materials Testing Contract.
11. Approval of Payment of Bills for September 26, 2011: Checks #67864 through #67958 in the amount of \$1,724,270.04.

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

PRESENTATIONS: Outstanding Wastewater Treatment Plant Award.

Mayor Pro Tem Franich announced that the city has received this award five years in a row. He praised Darrel Winans and the WWTP Crew because they won the award even though the new treatment plant was under construction.

WWTP Supervisor Darrel Winans called introduced members of the crew present: Joe Pominville, Norine Landon, and Matthew Quinlisk. He praised his entire crew for their hard work and dedication calling them an outstanding group of individuals who all work to achieve these goals.

City Administrator Rob Karlinsey added that even though the city has received the award for five years, it is far from routine. He said that many other treatment plants do not get this award which shows what an elite group of workers are at the plant.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Cushman Trail Federal TCSP Grant. Senior Engineer Emily Appleton presented the background for this grant application to complete the Cushman Trail and explained the three options available to Council. Ms. Appleton explained that approving the agreement would reserve the city's rights and allow staff to move forward with a reduced scope of work. She stressed that this would be discussed during the 2012 budget and at any time Council could decide not to move forward with funding and the grant could be withdrawn.

Councilmembers discussed the cost of the project and whether the city should commit to the project during these economic times. It was decided to approve the agreement as a placeholder and discuss this further during the budget process.

MOTION: Move to review and approve the Local Agency Guidelines Funding Agreement to use Federal Highway Administration funds for the Cushman Trail Phase 3 project and authorize the staff to pursue a scope change with FHWA.

Ekberg / Conan – unanimously approved.

1. ~~Public Hearing **CANCELLED** – Retail Building Size in the C-1 Zoning District – WITHDRAWN BY APPLICANT.~~

2. Interim Ordinance Implementing FEMA Option #3 – Permit-by-Permit Demonstration of Compliance under the Endangered Species Act. City Attorney Angela Belbeck presented the background information for this ordinance adopting interim development regulations relating to development in the flood hazard and buffer areas that would allow the city to remain eligible for the National Flood Insurance Program. She addressed Council questions and explained the need to declare this an emergency and adopt the interim regulations immediately.

MOTION: Move to adopt Ordinance No. 1223, declaring an emergency and adopting interim development regulations relating to development in the flood hazard and buffer areas to take effect immediately.

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

STAFF REPORT: None.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Malich asked for clarification on the regulations for charity collection boxes. Tom Dolan said he would send out an e-mail with the appropriate zoning code citation.

Michael Perrow – PO Box 1266, Gig Harbor. Mr. Perrow responded that there four collection entities in the city; three that are charitable organizations: Goodwill, Books for Charity, and ARC, but the fourth, US Again is a private organization and should be required to have a business license. Their collection sites are located at the Finholm District and at Patterson's Fruit Stand.

ANNOUNCEMENT OF OTHER MEETINGS:

1. City Council / Parks Commission Joint Meeting: Wed. Oct 5th at 5:30 p.m.
2. Lodging Tax Advisory Committee: Thu. Oct. 6th at 8:30 a.m.
3. Planning / Building Committee: Fri. Oct 7th at 2:30 p.m.
4. Intergovernmental Affairs Committee: Mon. Oct 10th at 4:30 p.m.
5. Operations and Public Projects Committee: Thu. Oct. 20th at 3:00 p.m.

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

MOTION: Move to adjourn to Executive Session at 6:25 p.m. for approximately 30 minutes for the purpose of discussion pending litigation per RCW 42.30.110(1)(i) and property acquisition per RCW 42.30.110(b).
Payne / Young – unanimously approved.

MOTION: Move to return to regular session at 6:55 p.m.
Kadzik / Conan – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 6:55 p.m.
Kadzik / Conan – unanimously approved.

CD recorder utilized: Tracks 1002 – 1017

Jim Franich, Mayor Pro Tem

Molly Towslee, City Clerk

CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

Parks Commission

Date: September 14, 2011 Time: 5:30 p.m. Location: Community Rooms A&B Scribe: Terri Reed

Commission Members and Staff Present: Commissioners Nick Tarabochia, Michael Perrow, Robyn Denson and Emily Cross; Staff Members: Rob Karlinsey, City Administrator, Lita Dawn Stanton, Special Projects Coordinator, Marco Malich, Public Works Superintendent and Terri Reed, Community Development Assistant.

Others Present: _____

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
APPROVAL OF MINUTES:	Approval of June 1, 2011 Meeting Minutes	MOTION: Move to approve June 1, 2011 minutes as presented. Denson / Cross - unanimously approved.
OLD BUSINESS:		
Eddon Boat Park Update	Lita Dawn Stanton reviewed the draft wording for a new sign at Eddon Boat Park that will list the park's current amenities. Commission member Perrow asked that the name of the park be added and that there be only one sign for the entire park. Lita Dawn Stanton explained that the first meeting with the consultant working on the beach restoration project was held on September 14, 2011.	Staff will bring back draft conceptual design for the beach project to Parks Commission for review and input after initial staff comments have been incorporated.
Crescent Creek Park Playground Update	Stephanie Payne gave an update on the project and the fundraising committee's progress. The group will soon be presenting the concept to the Fishermen Club. Website and Facebook pages are under design. The names of "Playzone at City Park" and "Maritime Playzone" have been suggested. The group will be handing out project	Submit any ideas for the website name by September 16, 2011.

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Austin Estuary Park Update	<p>information at Halloween in the Harbor.</p> <p>City Administrator Karlinsey explained that the \$525,000 grant includes funds for design, engineering and construction.</p> <p>Commission Chair Tarabochia mentioned his concern about all the work and plantings that had been previously installed on Parks Appreciation Day.</p> <p>Commission member Perrow would like to see the path be natural and not concrete.</p> <p>Jim O'Donnell, 4220 35th Avenue, Gig Harbor – mentioned that Quaking Aspen would be a good addition to the landscaping.</p>	
Donkey Creek Park Update	<p>City Administrator Karlinsey reviewed City Council's direction for the project was a one-way street on North Harborview and Austin Streets, a one-way bridge over the creek, and two-way street on Harborview Drive.</p>	
Wilkinson Farm Park Trail	<p>The draft conceptual plan was reviewed by the Commission and some suggestions for changes and additions were made including: having a trail go all the way around the pond, including the entire property which goes up the hill above Cushman Trail and beyond the pond, the restoration areas, and the existing trail in the wetland area. City Administrator Karlinsey would like to see all of the current trails shown on the map, including the trails through the holly orchard.</p>	<p>Parks Commission members should submit comments so they can be forwarded to consultant.</p>
Maritime Pier Update	<p>City Administrator Karlinsey explained that the bid had been awarded for construction of the parking lot, that the art donation had been presented to Council, that the City received a State Grant for the pier and the Fishermen's Club donated \$50,000.</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
Cushman Trail Update	City Administrator Karlinsey gave an update on Phase 3 for which the City has just received a \$652,000 earmark. He also hopes that the City will have an easement dedicated through the Haven of Rest property by the end of the year.	
2012 Budget Update	City Administrator Karlinsey gave an overview of the draft 2012 Parks Operating and Parks Development budgets.	Budget comments should be submitted by September 29, 2011.
Parks Commission Process	Commission member Perrow expressed his concern with the frequency of meetings and how the Parks Commission can stay relevant.	City Administrator Karlinsey will discuss the review process for projects affecting City parks with the Planning Director.
NEW BUSINESS:		
PenMet Advisory Board	The City's participation has been requested on PenMet's update to their Parks, Recreation and Open Space Plan.	Interest in being on the Advisory Committee or attending interest group meetings should be submitted to PenMet.
PUBLIC COMMENT:		
PARK UPDATES		
NEXT PARKS MEETING:		
ADJOURN:		
		October 5, 2011 @ 5:30 p.m.
		MOTION: Move to adjourn @ 7:10 p.m.
		Perrow / Cross – unanimously approved



GIG HARBOR CITY COUNCIL Shoreline Master Program Update Worksession MINUTES

DATE: September 19, 2011
TIME: 5:30 p.m.
LOCATION: Community Rooms A & B
SCRIBE: Molly Towslee, City Clerk
MEMBERS PRESENT: Councilmembers Kadzik, Malich, Payne, Conan, and Young.
STAFF PRESENT: Tom Dolan, Peter Katich. Kim Van Zwalenburg from Dept. of Ecology

INTRODUCTION

After roll call, Planning Director Tom Dolan explained that the worksession was an opportunity for staff to present Council with an update on the comments from the Department of Ecology that are based upon the draft Shoreline Master Program submitted by the Planning Commission. He gave an overview of the future schedule leading up to the final adoption of the plan. Mr. Dolan stressed that there is quite a bit of information that may generate a number of questions and suggested meeting individually with Councilmembers so that they will be informed before the public hearings.

Mr. Dolan presented a brief background of the process to date. He explained that Ms. Van Zwalenburg came to many of the meetings as D.O.E. support. He said that the Planning Commission has done a great job of addressing the guidelines to update the Shoreline Master Program and said that staff is asking for feedback on the plan and direction on how to approach the DOE comments. He asked Senior Planner Peter Katich to present the information.

Mr. Katich presented the summary of Department of Ecology Comments. He explained that the city's consultant is the lead on updates to amendments to the SMP before it is sent back to DOE. The plan at this time is to incorporate DOE recommendations unless staff hears differently from Council. He said that as common issues arise, staff will keep Council apprised, adding that each issue and response by the Planning Commission has been clearly documented.

Councilmembers asked for clarification on several of the DOE comments. Ms. Van Zwalenburg, Peter Katich and Tom Dolan responded to these questions.

Mr. Dolan suggested a draft response to DOE recommendations to take to the public hearing in order to receive comments. Council concurred. Mr. Dolan explained that the goal is to have the draft SMP ready by November 7th.

There were no further comments; the worksession adjourned at 7:07 p.m.

**Gig Harbor City Council Retreat
September 23, 2011, 8:30 a.m.
Community Room A/B**

Call to order: 8:35 a.m.

Members Present: City Councilmembers Ekberg, Franich, and Malich. Councilmember Young joined the meeting at 8:45 a.m. and Councilmember Payne joined the meeting at 9:45 a.m. Councilmembers Conan and Kadzik were absent. Mayor Hunter was present via telephone for the entire meeting.

Staff Present: Rob Karlinsey, Mike Davis, Steve Misiurak, Dick Bower, David Rodenbach, Tom Dolan, Jennifer Kester, Barbara Tilotta, Marco Malich, Darrell Winans and Maureen Whitaker. Emily Appleton joined the meeting at 10:30 a.m.

After roll call, City Administrator Rob Karlinsey explained that the intent was to talk about items with an asterisk. He encouraged anyone who had an item that they would like added to do so.

The group went through the list of objectives commenting and discussing the following:

Administration / Finance

1. Activate the Hospital Benefit Zone. Mr. Karlinsey stated that there is still work needed that includes amending the 30-year project list by the end of the year, which was originally adopted by Council in 2006. The 5-year project list needs to be revisited since a few conditions have changed that may change the priorities of the projects. Both the 3-year project list and the 5-year project schedule will be discussed at a future Council meeting. Mr. Rodenbach stated that the first distribution of \$298K is scheduled to be received on September 30 for a total of approximately \$1.2M by the end of this year. The distribution will occur on a monthly basis. A new fund has been set up.
2. GHHWA – Market Study. Mr. Karlinsey referred to the April 19, 2011 memorandum to Council from Mayor Hunter whereby the Mayor recommended that the GHHWA as the lead, conduct professional market study that, both the scope and consultant for which would be pre-approved by the City. This market study would be a deliverable in the 2012 agreement with GHHWA. The Mayor and Mr. Karlinsey recommend that this study would not be paid for by the city. Mayor Hunter recommended during the review of the 2012 budget review to identify what the city is getting for its \$35K contribution. Mr. Karlinsey stated that the main tenet of the GHHWA is to empower merchants to solve their own problems, and the market study is a way to empower them to take action. Councilmember Malich requested that the study consider the impact of water-based tourists.
3. Budget. Finance Director Rodenbach discussed the budget schedule, noting that on October 10 will be the rollout of the preliminary 2012 budget to Council and the public. Study sessions will occur on November 7 and 8 at 5:30 p.m. and the second reading for the passing of the budget is scheduled on November 28. Councilmember Young was concerned about another dip in the economy and requested that a 2% decrease is anticipated. Mr. Rodenbach stated that this has been taken into consideration and the 2012 budget has an ending fund balance of approximately \$1.25M.

4. Council Salary Commission. Councilmember Malich requested this item be discussed and stated that Ordinance 1136 was adopted two years ago whereby a commission be formed to review/compare council's salary. Councilmember Malich said with a better salary it could result in attracting a good cross section of society. Discussion ensued regarding the reasons why the salary commission was no longer meeting, due to the economic downturn in 2009. The commission was to meet every other year on or by April 30 beginning in 2010. Mr. Rodenbach confirmed that the commissioned met twice and under Council direction, the meetings were suspended. Councilmember Malich stated that a small incremental increase was warranted due to the amount of time that each councilmember puts in. Many councilmembers agreed that while it would be nice to receive a little more compensation, the economic situation would send a poor message to the citizens and would rather see the commission suspended. There was discussion about the legality of suspending the commission
Recommendation: Follow up with the City Attorney if it is necessary to amend Ordinance 1136 to give Council the authority to suspend or discontinue the meeting of the salary commission.
5. Form a Transportation Benefit District. The formation of a voter-approved transportation benefit district was discussed which would allow for additional monies for street maintenance and street capital improvement projects. Staff recommended that formation of the District be timed more closely to when the City Council would bring a sales tax proposition to the voters. Mr. Rodenbach stated that the projects or work must be identified in the comprehensive plan. Councilmember Young disagreed with the comprehensive plan stipulation.
Recommendation: Mr. Rodenbach would work with Attorney Scott Snyder to flesh out the details and stipulations.

Building / Fire Safety

1. Temporary Building Inspector Position. As outlined in a September 13, 2011 memorandum prepared by Dick Bower to Rob Karlinsey, Mr. Bower explained the increase in building permit activity and year-to-date revenue comparisons for 2010 and 2011 are up compared to last year and revenues in 2010 exceeded 2006 revenues. Mr. Bower was asked how many inspectors were in his department and he stated that he currently has one temporary building inspector, one assistant building official and himself. Mr. Bower discussed the upcoming large projects and the need for this additional help. Mayor Hunter stressed that building volumes can go up and down quickly and recommended keeping a close watch as the end of six months approaches as revenue and activity could be down and the need for the temporary inspector would not be warranted. Rob Karlinsey said that he would need to discuss the temporary position with the employee guild. Councilmember Ekberg said this should be discussed further at budget time and other measurables should include customer wait time and the length of time it takes to issue a building permit. Councilmember Malich said not to exclude a part-time or $\frac{3}{4}$ time position.
Recommendation: Monitor closely, position will be dependent on permit activity.

Planning

1. C1 Text Amendment. Tom Dolan notified Council that the Public Hearing scheduled for September 26 was cancelled because the applicant withdrew their application. Councilmember Franich stated that he sees some inconsistencies and would like the Council to revisit the idea of building size limits. Councilmember Malich agreed that the overall building size regardless of use should be reviewed. Councilmember Ekberg said that this had already been looked at and there is already a limit on retail. Mr. Dolan said that the MultiCare building is approximately 100 sq. ft., met the design guidelines, and added the larger the building, the more departure from the design guidelines will occur.

2. Permit Extension Ordinance. Mr. Dolan discussed the stimulus ordinance passed by Council approximately two years ago. Many land use permits are set to expire in November 2011. At the last Planning & Building Committee meeting, they were asked to consider recommending to the full Council another two-year extension. The original proponent of this amendment was requesting a five-year extension, but Council may wish to consider a two-year. The Shoreline Master Program would allow for vesting and the Planning Department is working with Engineering to determine if the changes in the Stormwater Manual would vest under the old stormwater regulations. Councilmember Ekberg was interested in its legality and recognized that it may be an incentive to move forward. Mr. Dolan further stated that staff would bring this to Council for a first and second reading in October recommending a two-year extension. Recommendation: Bring back an ordinance that mirrors the ordinance adopted in 2009 for a first and second reading in October. Discuss vesting issues and time extensions of one year, two years, and five years.
3. Text Amendment Priority List. Mr. Dolan discussed the current Planning Commission Work Program and went over the work items completed. There was a lengthy discussion about the need for a Sub area Plan initiated by Councilmember Young. He was concerned that it was not on the long-term list. Mr. Dolan stated that what was needed was a comprehensive view basin plan, and staff did not have the expertise to do it. To have such a plan would cost in the range of \$150K - \$250K and due to budgetary constraints, was eliminated. Councilmember Young suggested that it be moved up on the list and done incrementally instead of a big plan and further stressed that building size is an issue and should not be a low priority. Councilmember Young also mentioned the need to review regulations in the City's employment district zone. Councilmember Ekberg agreed that with the budgetary constraints the city should look at the downtown core, which is the most pressing. Recommendation: Mr. Dolan stated that they will continue this discussion at the Planning and Building Committee and bring to full Council. Councilmember Payne stated that he would like to look at the staff's priorities.
4. FEMA National Flood Insurance Program (NFIP) & NMFS Biological Opinion. Mr. Dolan presented an overview of the emergency interim ordinance that will be presented to Council on September 26 to adopt interim development regulations relating to development in the flood hazard and buffer areas as a result of the 2008 Biological Opinion issued by the National Marine Fisheries Service. Federal regulations are in effect that would require individuals to produce a habitat assessment for any ground-disturbing project in a flood plain area. A lengthy discussion ensued about maintaining eligibility in the National Flood Insurance Program and three options were discussed. Compliance would also assure eligibility for the community to buy flood insurance. Option 2 was the least onerous for the community, which requires the city to bundle all of the city's environmental plans, including shoreline regulations to FEMA for review and approval. This was sent to FEMA at the end of June however we have not received FEMA's comments yet.

Police

1. South Sound 911 Agency. As discussed at the last retreat, a Federal requirement to move from the narrowing VHF bands in 2012 and jurisdictions in Pierce County are looking for a way to develop a standalone system. Chief Davis explained that the South Sound 911 Initiative will go to the voters on November 8. If passed, this proposal will raise the sales tax in Pierce County by 1/10th of 1 percent. This money will be bonded to pay for upgraded radios, two dispatch centers for Fire and Police, and contribute to the operating budget of this new emergency communications network. If this initiative does not pass, the city will have to cover the costs necessary to upgrade the in-car and portable radios to become compatible with a proposed 700 MHz radio system. Chief Davis also explained that the city will also be faced with paying a proportional share of the costs associated with building the 700 MHz radio system infrastructure. The \$250K that the city pays currently for LESA services will go towards the new organization, which should be lower than we currently pay. Chief Davis asked Council for their support.

Recommendation: Chief Davis will present a resolution of support at the October 10 Council Meeting.

Court

1. Court Update / Passports. Stacy Colberg, the new Court Administrator gave an update of the Court and the transitioning of the old staff and recent hire of Sarah Green. Bringing back passport services was discussed at length. Ms. Colberg stated that the plan for 2012 is to bring back passport services slowly for one day per week by appointment, based upon demand. Renewals would most likely be the bulk of the work. Mr. Karlinsey was asked what the anticipated revenue would be realized. Mr. Karlinsey stated that, based on the City's prior experience with passports, it would be within the \$20K-\$30K range as it gains its footing. Councilmember Payne asked against what costs with adding this additional workload to staff. Several councilmembers requested more factual data before the decision was made to bring back these services. Council was concerned with raising the expectation level of the public with limiting this service to one day per week by appointment only.

Recommendation: Staff will provide more supporting data at the Budget Worksession and further discuss the 1-day limit/30 minute appt.

Public Works

1. All-Way Stop at Harborview/Stinson Intersection. Councilmember Franich requested to discuss this item. Mr. Karlinsey stated the purpose for leaving this on the list was to let Council know that staff is working on this and will have intersection counts later this year. Councilmember Payne asked if less restrictive options have been looked at. Councilmember Franich was in favor of moving the crosswalk further down that he felt was consistent with the Green Book, which states that mid block crossings can be a good solution under certain conditions.
2. Rosedale Sidewalk Gap. There was discussion about how the HBZ funds are spent, specifically on first year projects. Mayor Hunter said that he wanted to review the project list again and take a hard look at the Lochner Report and make sure that we have a viable project list. He cautioned against taking on any projects that are marginal. Councilmember Payne stated that the city should have clear criteria and believes this project is a real stretch and the grant should not be the motivation. Senior Engineer Emily Appleton said that the TIB grant for the Rosedale sidewalk project can carry into 2013 through the end of the year.

Recommendation: The Five-Year HBZ Project List will come back to Council for review.

Parks

1. Sidewalks at Eddon Boat Area. Councilmember Franich discussed an inexpensive option to realign the sidewalk next to the telephone pole for better pedestrian connectivity. Councilmember Payne agreed and stated that the city has spent a great deal of money on a Master Plan that we should be congruent with. He further added that we should begin developing within this Plan. Mr. Karlinsey said that the city's consultant, Anchor is working on the design of the beach area.
Recommendation: Mr. Karlinsey said that there could be a tie-in as requested by Councilmember Franich and will provide Anchor's latest rendition to the Operations Committee at the next meeting.
2. Crescent Creek Play Structure. Mr. Karlinsey discussed recently meeting with the Parks Commission on the replacement of the Big Boat play structure. The current structure would be replaced and would include a "boundless" component; the swings would also be replaced. The concept is for the city to contribute \$100K for one-half of the cost and the rest of the monies will come from donations for a total amount of \$200K. Mr. Karlinsey stated that there is a good volunteer group that is making good in roads.

Recommendation: The overall concept will be discussed at the Joint Parks Commission / City Council meeting in October. Upon approval by the Council, the volunteer committee will continue with their fundraising.

3. Maritime Pier. Councilmember Young stated that he had discussions with Dave Morris and other stakeholders about the long-term concept and their concerns that the city's short-term plan may thwart the overall long-term plan. Councilmember Payne also expressed concern that the city has changed its tactic as well as concerned that we are going to build something that doesn't meet the needs of the community. He questioned whether the city needs to revisit who on the behalf of the city is in direct contact with the regulators. Mayor Hunter stated that we would discuss this further with the city's consultant. Councilmember Young was in favor of doing that is again expressed concern that we may have gotten off track and the concept may be detrimental to the maximum long-term use. Councilmember Ekberg said that he thought the plan was to have a drive-on pier, which would be available to the public. Councilmember Payne suggested to get the project's long-term concept permitted but don't build right away. Mr. Karlinsey stated that when the replacement pier was approved by the City Council, the question was asked of the consultant whether the replacement pier would preclude future uses or extensions of the pier. The answer received back then was no, the replacement pier design would not preclude future uses. Mayor Hunter stated that the city's goal is to get something in place, then come back with a design that incorporates some of the stakeholders suggested uses. Concerns were expressed by staff regarding permitting and environmental concerns. The city is permitting the pier under a maintenance and repair project and will be required to cover the existing footprint. Discussions on the ramp placement and future improvements ensued.

Recommendation: Staff to ask consultant what were his discussions with the regulators and check back with Council. Staff should also re-discuss the pier plans with stakeholders.

Wastewater System

1. Lift Station 4. To date the city has 30% design with the onsite option. Mayor Hunter was concerned that the structure will overwhelm the park, and directed staff to come back with other options.

Recommendation: Mr. Karlinsey said that he was not sure how it will come back, but to stay tuned.

The meeting adjourned at 11:35 a.m.

Respectfully Submitted:

Maureen Whitaker, Asst. City Clerk



Subject: Appointment to Parks Commission

Proposed Council Action: A motion for the appointment of Stephanie Payne to serve a three-year term on the Parks Commission.

Dept. Origin: Administration
Prepared by: Boards/Commission Review Committee
For Agenda of: October 10 2011

Exhibits: Initial & Date
Concurred by Mayor:
Approved by City Administrator: [Signature]
Approved as to form by City Atty: [Signature]
Approved by Finance Director: [Signature] 9.29
Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

After advertising for the position vacated by Amanda Stanton who didn't live in city limits, we received one application from Stephanie Payne. Ms. Payne has experience in parks playground equipment and fundraising.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

Appointment of Stephanie Payne to serve a three-year term on the Parks Commission.

RECOMMENDATION / MOTION

Move to: A motion for the appointment of Stephanie Payne to serve a three-year term on the Parks Commission.



Application for City of Gig Harbor Commissions, Boards or Committees

(Additional information and/or a resume may be submitted with this application)

Name Stephanie Payne
Physical Address 3889 Harborview Drive #301 Phone 253-853-5386
Mailing Address " "
City Gig Harbor State WA Zip Code 98335

How long have you resided in Gig Harbor? 9 years
Are you a resident of the City Limits? Yes No How long? 8 years

What is your interest/objective in serving on this Board or Commission? Currently Chair of City Park Playground Committee, Inclusive Play Playgrounds

What is your educational background? BA in Business + Communications from Bethel University in St. Paul, MN, 1993

Do you have other civic obligations and/or memberships in professional organizations (please list office held, duties, and term of office)?
Harbor Heights PTA 2011-2012 fundraising Chair

What previous experience do you have serving on a board, committee or commission?
2003/2004 Tacoma Learning Center Board + Chair of Auction
2005 Chapel Hill Pres. Auction Chair

Where are you currently employed (job title, employer, dates, supervisor, phone)?
Homemaker

- Boards, Committees and Commissions Interest**
- Please indicate which Boards, Committees or Commissions you would be interested in serving on.
- Arts Commission
 - Building Code Advisory Board
 - Design Review Board
 - Lodging Tax Advisory Board
 - Parks Commission
 - Planning Commission
 - Volunteer _____

Please return completed application to:

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

RECEIVED
CITY OF GIG HARBOR
SEP 07 2011
COMMUNITY DEVELOPMENT

Applicant Signature Stephanie Payne Date Aug 31st 2011

(Over)

REFERENCES (Please list a minimum of three (3) references).

Name	Address	Business	Phone Number
Carole Holmaas	5301 Soundview	Windermere	549-6611
Steve Mocerio	7305 Soundview	Mocerio Leasing	509-0353
Mark Toone	7700 Skansie	Chapel Hill	851-7779

If more space is needed to answer one of the previous questions, please restate the question below then complete your response.

I would like to see more art history + inclusive playgrounds used in all City Parks.

I also feel creating a new revenue stream to fund a maintenance fund for all city parks is imminent.

I would be honored to be a part of the Parks Commission + serve ~~to~~ our community.



Subject: Resolution – Surplus Equipment

Dept. Origin: Finance

Proposed Council Action:

Prepared by: Kay Johnson

Adopt the attached resolution surplusng this City-owned equipment.

For Agenda of: October 10, 2011

Exhibits: Resolution 875

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: LOK

Approved as to form by City Atty: _____

Approved by Finance Director: OP 9-29

Approved by Department Head: K 9.29.11

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

INFORMATION / BACKGROUND

The city has a surplus of broken monitors, keyboards, mice, printers, and obsolete computers that are not upgradable or cannot be repaired and need to be properly disposed. This surplus occurred due to the replacement of outdated equipment.

FISCAL CONSIDERATION

The surplus computer equipment will be donated to either a recycling center or charity organization to be refurbished and reused.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the attached resolution surplusng this city-owned computer equipment.

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR SALE.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
Dell Optiplex Damaged Printer Stand Belkin 8-port KVM Switch OmniView Pro2 HP LJ 4350dtn	1 1 2 1	ST#8v2bjd1 Asset#01465 c/e:3014536291 c/e:3046140199 s/ncngxf34646 Asset#01330	Optiplex 745 F1DA108T LaserJet 4350dtn
<u>Monitors & Keyboards</u> Gateway Ev700 1 damaged Dell keyboard Dell Ultrasharp Monitor	1 1 1	SN#hde2ja000200 No asset #00954 s/n# MX05R108476052A7 AEJA Asset Tag #00290	EV700 UltraSharp

<u>Miscellaneous</u>				
AudioFire 12-dead	1	SN#12833335		
Casio HR-150LC Calculator	1			
Dell Speakers	1			
Dead UPS's	3			
Dead laptop batteries	2			
<u>Phones</u>				
Norstar Phone	1	SN#NT8b20af-35	M7310	

PASSED ON THIS 25 day of October, 2011 .

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution of Support for placement of a Bronze Statue at the Maritime Pier.

Proposed Council Action: Adopt a Resolution of Support to accept a Bronze Statue for placement at the Parking Lot and Maritime Pier located at 3003 Harborview Drive.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton *LD*
Special Projects

For Agenda of: October 10, 2011

Exhibits: Resolution

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: ROK

Approved as to form by City Atty: BY EMAIL

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure Required	n/a	Amount Budgeted	n/a	Appropriation Required	n/a
----------------------	-----	-----------------	-----	------------------------	-----

INFORMATION / BACKGROUND

At the September 12, 2011 Council meeting, Al and Virginia Abbott presented information on behalf of David Senner who has proposed creating a realistic bronze statue of a man holding a salmon. The work is based on a 1909 photograph taken by Ashael Curtis. Mr. Abbott shared Mr. Senner's vision to honor the history of our local fishing heritage, both commercial and recreational, by raising funds to fabricate the work and then donate it to the City. The proposal is to locate the statue near the shoreline where the new Parking Lot and Maritime Pier will be constructed. The Abbotts are tasked with developing materials to assist with fundraising for the statue. Council voiced appreciation and support for the project.

FISCAL CONSIDERATION

n/a

BOARD OR COMMITTEE RECOMMENDATION

The Arts Commission reviewed and are in support of the representational Bronze Statue. Individual Parks Commission members reviewed and are in support of the work.

RECOMMENDATION / MOTION

Move to: Adopt a Resolution of Support to accept a Bronze Statue for placement at the Parking Lot and Maritime Pier located at 3003 Harborview Drive.

RESOLUTION NO. 876

**A RESOLUTION IN SUPPORT OF ACCEPTING A
BRONZE STATUE FOR PLACEMENT AT THE PARKING
LOT AND MARITIME PIER LOCATED AT 3003
HARBORVIEW DRIVE IN GIG HARBOR.**

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

WHEREAS, the City of Gig Harbor wishes to encourage public programs and art placements that further the development and public awareness of fine arts in our community; and

WHEREAS, a realistic sculpture that is to be fabricated was presented as a representational (true to life) style bronze based on the 1909 photographic image taken by Ashael Curtis of a man holding a salmon; and

WHEREAS, the Gig Harbor Arts Commission has indicated their enthusiastic support of placing a realistic Bronze Statue (as presented) at the Maritime Pier and Parking Lot located at 3003 Harborview Drive in Gig Harbor; and

WHEREAS, the Bronze Statue is consistent with these objectives and will further the quality of life for Gig Harbor residents and its visitors; and

WHEREAS, although supportive of the donated Bronze Statue, the City will not commit funding support or staff time at this time; now, therefore;

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

The City Council expresses its support for the Bronze Statue of a fisherman to be placed at the Parking Lot and Maritime Pier location in Gig Harbor.

RESOLVED this 10th of October, 2011.

Jim Franich, Mayor Pro Tem

ATTEST:

Molly M. Towslee, City Clerk

Filed with City Clerk: 10/05/11
Passed by City Council: 10/10/11
Resolution No. 876

Subject: Consultants Services Contract for Grette Associates for the Eddon Beach Restoration Project.

Proposed Council Action: Approve and authorize the Mayor to execute a contract with Grette Associates for wetland delineation work for the Eddon Beach Restoration Project in an amount not to exceed \$3,102.77.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects *LD*

For Agenda of: October 10, 2011

Exhibits: Contract
Exhibits A & B

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Initial & Date

LDK

OKM-EMAIL

Expenditure Required	\$3,102.77	Amount Budgeted	\$22,500	Appropriation Required	*See Fiscal Below
----------------------	------------	-----------------	----------	------------------------	-------------------

INFORMATION / BACKGROUND

As part of the 2008 Eddon Boat Park Clean-Up, a 12-foot creosote piling bulkhead was removed leaving a steep, unfinished grade down to the shoreline. The 2010 Park, Recreation and Open Space Plan identifies as Objective #10 Eddon Boat Park Development: \$300,000 to regrade for improved water access adding gravel/sand mix above and below the water line for enhanced public use. Add trail, seating and soft landing for hand-powered watercraft. In 2011, the City set aside \$22,500 to begin this work. Anchor QEA was chosen to provide design, permitting and construction management for the Eddon Boat Park Restoration Project. The City's Planning Department has requested that a wetland delineation be completed prior to reviewing the proposed conceptual design. Grette Associates competitively bid the project and they were chosen to do the work. Their contract and exhibits are attached.

FISCAL CONSIDERATION

The current contract with Anchor approved by Council on July 25, 2011, uses all of the budgeted design funds the project. Sufficient funds are available for the Grette contract in the Parks CIP ending fund balance.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute a contract with Grette Associates for wetland delineation work for the Eddon Boat Beach Restoration Project in an amount not to exceed \$3,102.77.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETT ASSOCIATES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Grette Associates, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Eddon Beach Restoration Project 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 three thousand one hundred and two dollars and seventy-seven cents (\$3,102.77) 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 30, 2011; 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:
GRETTE ASSOCIATES
ATTN: Scott Maharry
2102 North 30th Street, Suite A
Tacoma, WA 98403
(253) 573-9300

City of Gig Harbor
ATTN: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

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



To: Lita Dawn Stanton
 City of Gig Harbor
 3510 Grandview Street
 Gig Harbor, WA 98335

Phone: (253) 853-7609
Fax: (253) 851-8563
E-Mail: StantonL@cityofgigharbor.net

Date: October 3, 2011
Project #: 250.013

Project Name: Eddon Boat Park
 Wetland Delineation
Project Manager: Scott Maharry
Client File No.:

SENT VIA:

- Mail Hand Delivered
 Fax Email

DESCRIPTION OF WORK:

Task 100 –Wetland Delineation and Report

A Grette Associates Qualified Wetland Specialist will visit the Eddon Boat Park site and determine the presence or absence of wetlands. If wetlands are confirmed, data will be collected and the boundaries will be delineated and flagged according to the requirements of the Gig Harbor Municipal Code (GHMC) and the methods described in the US Army Corps of Engineers' *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region (Version 2.0) – May 2010*. Once flagged, the boundaries will be located using a differential Global Positioning System.

Grette Associates staff will then prepare a written report documenting the results of the wetland delineation. The report will be prepared to fulfill the requirements of the GHMC, and will discuss the physical and biological characteristics of any wetlands delineated (as well as determining categorizations and buffer widths per GHMC). The report will also include a detailed delineation figure depicting the shape, size and location of any wetland(s). It is assumed that Grette Associates will be provided a base file of Eddon Boat Park in AutoCAD format.

An estimated budget for Task 100 is as follows:

Staff	Rate	Units	Total
Biologist 5	\$120.00	1	\$120.00
Biologist 2	\$90.00	30	\$2,700.00
Administrative	\$70.00	1	\$70.00
dGPS	\$200.00	1	\$200.00
Mileage	\$*	23	\$12.77
TOTAL TASK 100			\$3,102.77

*Mileage will be calculated at the current Washington DOT or Federal rate plus applicable markup.

- TIME AND EXPENSE Estimated Contract Amount: Not to exceed \$3,102.77
 FIXED FEE Fee Amount:
 RETAINER* Retainer Amount:



Subject: Consultants Services Contract for Grette Associates for the Maritime Pier Project.

Proposed Council Action: Approve and authorize the Mayor to execute a contract with Grette Associates for an amendment to the 2006 Biological Evaluation for the Maritime Pier in an amount not to exceed \$1,155.00.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton Special Projects (with initials)

For Agenda of: October 10, 2011

Exhibits: Contract Exhibits A & B

Concurred by Mayor: Initial & Date
Approved by City Administrator: ROK
Approved as to form by City Atty: OKAY-EMAIL
Approved by Finance Director:
Approved by Department Head:

Table with 4 columns: Expenditure Required (\$1,155.00), Amount Budgeted (TBD), Appropriation Required, and \$0.

INFORMATION / BACKGROUND

As part of the permitting process for the Maritime Pier Project, US Army Corps of Engineers (USACE) requested an amendment to the 2006 Biological Evaluation of the site in order to provide more updated information on current ESA listed species and critical habitat.

FISCAL CONSIDERATION

The City currently has grant funding for this project in the amount of \$428,000. The total budget for this project will be determined in the 2012 Budget.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute a contract with Grette Associates for an amendment to the 2006 Biological Evaluation for the Maritime Pier in an amount not to exceed \$1,155.00.



To: Lita Dawn Stanton
 City of Gig Harbor
 3510 Grandview Street
 Gig Harbor, WA 98335

Date: September 28, 2011
Project #: 250.012

Project Name: Maritime Pier ESA

Phone: (253) 853-7609
Fax: (253) 851-8563
E-Mail: StantonL@cityofgigharbor.net

Project Manager: Melora Shelton
Client File No.:

SENT VIA:

- Mail Hand Delivered
 Fax Email

DESCRIPTION OF WORK:

Task 200 – Murrelet Support

Grette Associates prepared a letter addendum City's original October 2006 Biological Evaluation for the Maritime Pier expansion under Task 100 of this contract.

During consultation between the US Fish and Wildlife Service (USFWS) and US Army Corps of Engineers (Corps), USFWS raised a number of concerns regarding marbled murrelets and potential effects associated with impact driving of steel pile as the project currently proposes. Under proposed Task 200, Grette Associates staff have responded to initial requests for information by USFWS in mid-September, participated in a conference call on September 27, and will continue to support the City through its next response to the Corps and USFWS on this matter at direction of City staff.

An estimated budget for Task 100 is as follows:

Staff	Rate	Units	Total
Principal Biologist	\$155.00	1	\$155.00
Biologist 3	\$100.00	10	\$1000.00
TOTAL TASK 200			\$1,155.00

- TIME AND EXPENSE
 FIXED FEE
 RETAINER

Estimated Contract Amount: Not to exceed \$1,155.00
 Fee Amount:
 Retainer Amount:

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETTE ASSOCIATES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Grette Associates, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Maritime Pier Project 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 one thousand one hundred and fifty-five dollars and no cents (\$1,155.00) 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, 2011; 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:
GRETTE ASSOCIATES
ATTN: Melora Shelton
2102 North 30th Street, Suite A
Tacoma, WA 98403
(253) 573-9300

City of Gig Harbor
ATTN: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

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



Kristine Nyberg, Career & Technical Education Program Administrator
14015 62nd Ave NW
Gig Harbor, WA 98332

Special Presentation - 3
Page 1 of 4

253-530-1077 fax 253-530-1085 nybergk@psd401.net

September 21, 2011

To Our Partners in the Gig Harbor – Key Peninsula Community:

The Peninsula School District has been conducting a review of the KGHP Radio Station. As part of that review, we have invited representatives from local government agencies, parks and recreation entities, corporations, and emergency management groups to be part of a KGHP Community Forum. Upon their advice we ran a survey to gather feedback on whether or not this community wants a radio station. Results showed a very strong “yes” with over 50% rating it as “essential” to this community. Emergency management and disseminating news to the community were at the top of the rating list. After establishing the need for local radio, the forum next addressed how to establish a sustainable funding model and one that reflects the original goals of community involvement. A sub-committee was tasked with drafting a Cooperative Agreement to facilitate this process.

KGHP is public radio and provides a public service. When KGHP first started operating in 1988, a Citizens Start-Up Task Force formed to pledge financial support. The total committed that year was \$20,028 (documentation is attached). Former station manager, Leland Smith, has described a more detailed history, which I am also attaching for your reference. Underwriting efforts to collect funds in the past few years, however, have only been in the ballpark of \$3-5,000. The Peninsula School District is facing a budget crisis and needs to ask you, as a community, to revisit the commitment to pledging financial support through an inter-local Cooperative Agreement. This agreement is representative of approximately 50% of the annual maintenance and operating costs to keep KGHP on the air. These run about \$45-50,000/year and include licensing fees, web streaming, engineer oversight, legal counsel, and retaining the station manager. Ten partners each contributing \$2,500 would get us in that ballpark of a 50/50 partnership (for maintenance alone). These costs do not include the educational radio broadcast program, nor do they account for replacement and upgrade for technology equipment and transmitter replacement, or any other long range planning. Underwriting efforts by the station manager and by the KGHP-PC Foundation would still continue for those goals.

Peninsula School District cannot fund the operational costs of KGHP alone; the only other options are to go dark or sell the station, which could be detrimental in the event of a major emergency. In the ice storm of 1996, KGHP was the only point of contact in this area to disseminate local information to members of this community. It is apparent that our local businesses, parents, and government agencies see a critical value to have a local voice through community radio. We now need to move forward with a reasonable budget model that allows us to plan responsibly, and we hope you will be a part of that with a minimum annual contribution of \$2,500!

If you have questions, please contact Superintendent Terry Bouck, Technology Director JB Fitzpatrick, or myself; and please let us know if you would like us to come personally speak to your organization.

Sincerely,

Kristine Nyberg
Peninsula School District
Career & Technical Education Program Administrator
(253) 530-1077
nybergk@psd401.net



KGHP COOPERATIVE AGREEMENT
2011-2012

Peninsula School District and the Gig Harbor-Key Peninsula Community

This Cooperative Agreement is the result of a community forum representing various local businesses and government agencies that value the continued on-air operation of KGHP. These include:

Peninsula Light Company
The City of Gig Harbor
Pierce County Fire
CenturyLink
Franciscan Health System
PenMet Parks
KeyPen Parks
Key Peninsula Community Council
Key Peninsula Lutheran Fish Food Bank
Peninsula School District

This agreement establishes the value of the radio station to this community and creates a sustainable model to share expenses of keeping it on-air. It is separate from additional fundraising efforts of underwriting or the non-profit foundation.

This will be an annual agreement of \$2500 from October 1st to September 30th. An organization may enter in to this agreement throughout the year and will be entitled to the benefits identified in the agreement thereafter.

KGHP COOPERATIVE AGREEMENT

2011-2012

Peninsula School District and the Gig Harbor-Key Peninsula Community

BACKGROUND: KGHP is a public radio station licensed to the Peninsula School District. It has traditionally served two main goals: offer an educational training environment for students, and provide the region with local emergency information and news to the community. Since the inception of the radio station it has been the understanding amongst the original founders (school district and local organizations) that the community would be an important partner in supporting the operational costs of the radio station. In the past, financial support has been through underwriting. This model is unreliable in terms of budget planning, and has only contributed a small percentage to the cost of operation, as well as exhausting the time allotted to the Station Manager.

RATIONALE (STATEMENT OF NEED): Peninsula School District can no longer solely fund the radio station. KGHP is public radio and serves the community in a variety of ways. The costs addressed in this agreement are the maintenance and operation costs that are in addition to the educational programs offered to students. These programs are supported through a separate funding source.

PURPOSE: To create a sustainable model that supports the maintenance costs of operating the radio station. These costs include license fees (FCC, web streaming, music, etc), engineering and attorney fees, and costs to retain a station manager.

OBJECTIVE: To formalize an agreement whereby we share the financial support of KGHP; to keep the radio station operating and providing emergency information and news to the community.

OUTCOMES:

- 1) Meet the financial costs of maintenance and operation so KGHP can stay on the air.
- 2) Allow the Station Manager to focus on growth, technology and equipment replacement, and other financial goals of the station.
- 3) Enhance the communication network between key partners, especially in the event of an emergency.
- 4) Create a central voice for the community.

BENEFITS TO PARTNERS:

- 1) Partners will receive all the benefits of a top tier level underwriter as identified in the underwriter packet.
- 2) All partners will be mentioned in all KGHP station identification announcements.
- 3) Representation on KGHP's Cooperative Partnership Forum; your organization will have a "voice!"

TIMELINE: This agreement shall be for a period of one year, October 1st - September 30th, and may be renewed annually.

AMOUNT: Partners agree to a minimum annual investment of \$2500.

AUTHORIZING SIGNATURES

This Cooperative Agreement is made for October 2011- September 2012.

Peninsula Light Company

PenMet Parks

Police Department, City of Gig Harbor

KeyPen Parks

Fire Marshall, City of Gig Harbor

Key Peninsula Community Council

Pierce County Fire (Fire District 5)

Key Peninsula Lutheran Fish Food Bank

Pierce County Emergency Management

PEP-C

CenturyLink

KGHP-PC (Foundation)

Franciscan Health System

Peninsula School District

Organization:

Organization:

Organization:

Organization:

Organization:

Organization:



Subject: Fire sprinkler requirements for Buildings 5000 square feet in area and greater.

Proposed Council Action: Adopt on second reading, Ordinance Number XXX requiring fire sprinkler system installation in all new and enlarged buildings where the un-separated fire area of the building meets or exceeds fire thousand (5000) square feet.

Dept. Origin: Building/Fire Safety

Prepared by: D. Bower

For Agenda of: October 10, 2011

Exhibits: Draft ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RJK 10/3/11

Approved as to form by City Atty: OK BY E-M 10

Approved by Finance Director:

Approved by Department Head: DB 10/3/11

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

INFORMATION / BACKGROUND

Fire sprinkler systems provide many benefits to public safety and community sustainability. They protect lives, property and the environment as well as preserve jobs, businesses and City tax revenues. They can help reduce the cost of water system and fire protection infrastructure and reduce the number of vacant and damaged structures in the community.

In an effort to protect the public and environment, encourage sustainable development, and control the cost of fire protection and hostile fires on the Gig Harbor community, this ordinance will require the installation of fire sprinkler systems in all newly constructed buildings having an un-separated fire area of 5000 square feet or more; and in enlarged buildings where the project results in the creation of an un-separated fire area of 5000 sf or more.

Technology and market factors have reduced the cost of sprinkler installation while the model codes upon which the State and City building codes are based have increased requirements for system installation in buildings and occupancies. While the State and City have not adopted the International Residential Code requirement for sprinkler systems in all one- and two-family residences this ordinance will require sprinklers in large residential as well as commercial construction.

Since the first reading of the ordinance two changes have been made to address concerns voiced during the hearings. One, the language has been changed to clarify that simple rearrangement of interior walls does not trigger a requirement for installing sprinklers unless

required for the use through other sections of the International Building Code. The language now states that sprinkler systems are required to be installed in existing buildings that are **enlarged** to create an un-separated fire area of 5000 sf. Two, an exception has been added to allow the addition of unoccupied space such as elevator shafts and utility or ventilation chases without triggering the sprinkler requirement. These changes are shown in the ordinance in underline/strikethrough format.

Similar ordinances are in effect in numerous communities around the State. With the growing emphasis placed on sprinkler protection in the codes and by the WA Survey and Rating Bureau, and the State Building Code Council's move to provide a prescriptive path for local adoption of sprinkler requirements for residences, the number of communities with local sprinkler requirements is expected to continue to rise.

FISCAL CONSIDERATION

There is no direct cost to the City for passage of this ordinance. While additional staff time will be required for review and inspection of systems, existing staff should be capable of performing these functions at the present time and workload level.

BOARD OR COMMITTEE RECOMMENDATION

The Building Code Advisory Board recommended approval of this ordinance at their June 21, 2011 meeting. The City Council Planning and Building Committee recommended passage at their August 1, 2011 meeting. And the Pierce Co. Fire District #5 Board of Commissioners offered their support for the ordinance at their August 22, 2011 meeting.

RECOMMENDATION / MOTION

Move to: Adopt Ordinance XXX establishing requirements for installation of fire sprinkler systems in all new and enlarged buildings having an un-separated fire area of 5000 square feet or more.

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDINGS AND CONSTRUCTION; REQUIRING FIRE SPRINKLER INSTALLATION IN ALL NEW AND ENLARGED BUILDINGS WHERE THE UNSEPARATED FIRE AREA CONTAINED WITHIN THE BUILDING EXCEEDS 5,000 SQUARE FEET; ADDING A NEW SECTION 15.08.0831 GHMC (INTERNATIONAL BUILDING CODE SECTION 903.2); ADDING NEW SECTIONS 15.10.085 AND 15.10.087 GHMC (INTERNATIONAL RESIDENTIAL CODE APPENDIX R AND APPENDIX S); AND AMENDING SECTION 15.16.160 GHMC (INTERNATIONAL FIRE CODE SECTION 903.2); PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, fire sprinkler systems are proven to protect lives and property from damage by fire; and

WHEREAS, fire sprinkler systems can reduce the cost of fire protection infrastructure by reducing the fire flow demand for extinguishing structure fires; and

WHEREAS, fire sprinkler systems have been proven to protect the environment by reducing the air and water pollution resulting from structure fires and reducing the amount of debris disposed of in landfills; and

WHEREAS, fire sprinkler systems protect the City's economic infrastructure by reducing fire damage to homes and businesses that disrupt business continuity, and displace local residents; and

WHEREAS, the City finds that the amendments contained herein are desirable to protect the public; Now, therefore

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

Section 1. A new section 15.08.0831 is added to the Gig Harbor Municipal Code to read as follows:

15.08.0831 Amendment to IBC Section 903.2.

Section 903.2 of the IBC is amended to read as follows:

Section 903.2 Where required. An approved automatic sprinkler system shall be installed in all new buildings and structures regardless of type or use, having a gross, unseparated fire area of 5,000 square feet or more; and in all altered enlarged buildings where the alteration enlargement creates a gross, unseparated fire area of 5,000 square feet or more. Approved automatic sprinkler systems shall be provided in the locations described in Sections 903.2.1 through 903.2.12. For the purposes of this section, separation of fire areas shall be as described in *International Fire Code* Section B 104.2.

Exception: The addition of exterior non-habitable spaces such as elevator shafts and utility and ventilation chases shall not constitute enlargement of the structure for the purposes of this section.

Section 2. A new section 15.10.085 is added to the Gig Harbor Municipal Code to read as follows:

15.10.085 Dwelling Unit Fire Sprinkler Systems.

WAC 51-51-60105, *International Residential Code*, Appendix R is adopted to provide technical details for installation of sprinkler systems in residential construction exceeding 5,000 square feet in gross, unseparated floor area. For the purposes of this section, separation of fire areas shall be as described in *International Fire Code* Section B 104.2.

Section 3. A new section 15.10.087 is added to the Gig Harbor Municipal Code to read as follows:

15.10.087 Fire Sprinklers.

WAC 51-51-60107, *International Residential Code*, Appendix S is adopted and amended to read as follows:

AS107.1 Fire Sprinklers. An approved automatic fire sprinkler system shall be installed in new and enlarged one-family and two-family dwellings and townhouses exceeding 5,000 square feet in gross, unseparated floor area. For the purposes of this section, separation of fire areas shall be as described in *International Fire Code* Section B 104.2.

Section 4. Section 15.16.160 of the Gig Harbor Municipal Code is amended to read as follows:

15.16.160 Amendment to IFC Section 903.2.

Section 903.2 of the IFC is amended to read as follows:

903.2 Where required. An approved automatic sprinkler system shall be installed in all new buildings and structures having a gross, unseparated fire area of 5,000 square feet or more; and in all ~~altered~~ enlarged buildings where the ~~alteration~~ enlargement creates a gross, unseparated fire area of 5,000 square feet or more. Approved automatic sprinkler systems shall be provided in the locations described in Sections 903.2.1 through 903.2.12. For the purposes of this section, separation of fire areas shall be as described in *International Fire Code* Section B 104.2.

Exception: The addition of exterior non-habitable spaces such as elevator shafts and utility and ventilation chases shall not constitute enlargement of the structure for the purposes of this section.

Section 5. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 6. Effective Date. This Ordinance shall be published and shall take effect and be in full force five 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 _____, 2011.

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:



Gig Harbor Fire & Medic One

RECEIVED
OCT - 5 2011
CITY OF GIG HARBOR

October 4, 2011

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

Dear Mayor Hunter,

The proposed sprinkler ordinance was introduced to the Board of Fire Commissioners at their meeting held August 22, 2011 by Chief John Burgess. He informed the Board that the ordinance would be presented to the City Council on September 12, 2011 for adoption. He continued to inform the Board that the ordinance would require a fire sprinkler system installation in all new and remodel construction where the un-separated fire area of the building meets or exceeds five thousand square feet.

He recommended the Board of Fire Commissioners join him in endorsing this ordinance to further enhance our current staffing model which is based on a residential model. Without this ordinance our staffing model would be insufficient for those large structures in question. The alternative is to hire more firefighters, for which the Fire District simply doesn't have the resources to do.

The Board of Fire Commissioners has endorsed the ordinance on behalf of Gig Harbor Fire & Medic One and would ask you to pass this ordinance implementing an increased level of protection by the installation of the fire sprinkler systems as outlined in the document.

Thank you for your continued support of Gig Harbor Fire & Medic One.

Kind regards,

Thomas A. Sutich, Chairman
Board of Fire Commissioners
Gig Harbor Fire & Medic One

DONKEY CREEK HOLDINGS, LLC

Old Business - 1
Page 8 of 9

PO Box 245
Gig Harbor, WA 98335

(253) 851-9309
FAX (253) 851-6475

October 5, 2011

City of Gig Harbor
Mayor and City Council
3510 Grandview Street
Gig Harbor, WA 98335

RECEIVED
OCT - 6 2011
CITY OF GIG HARBOR

RE: PROPOSED FIRE SPRINKLER SYSTEM ORDINANCE

Mayor and City Council:

As stated in my September 22nd letter, we are strongly opposed to the proposed fire sprinkler ordinance. The requirements are vague, onerous, costly and the benefits overstated.

The IBC and IFC do not see the need to make this a life safety or property protection requirement, nor do well over 90% of the jurisdictions in the State of Washington. It is truly beyond reason to suggest a 5,000 square foot warehouse, regardless of use or structure type, be mandated to have fire sprinklers when the City of Gig Harbor doesn't see the need of such a system for themselves.

In this time of economic challenges, such a new requirement would stifle growth, jobs and place Gig Harbor at a competitive disadvantage. With countless local jurisdictions in Washington State not penalizing businesses and property owners with these added costs, you would be discouraging businesses from relocating here and property owners from building or making improvements to their property.

Consider the case of an existing building in which a business needs more space and can do so by adding a mezzanine within an existing footprint and separated fire area. For example within a fire separated space just below or anywhere above 5,000 sq. ft., by adding a small mezzanine the requirement would be triggered, even though the fire separated area - walls, floor, roof - remain exactly the same. This type of minor improvement is often used to keep growing businesses from moving away, but facing this costly requirement it would in most cases no longer be feasible.

Furthermore, as stated "*regardless of type or use*" the property owner must provided fire sprinkler protection, even for the lowest levels of risk. The impact of this extends as far as requiring fire sprinklers for an open on all sides, outdoor, covered, play area of 5000 square feet or more. Obviously this is unreasonable, as it does not take into account the use, type of structure or levels of risks.

Should a prospective tenant require a minor change in order to occupy a space, the property owner would be faced with costly improvements or risk losing the tenant. Standard and reasonable tenant improvements easily had throughout the Puget Sound would become vastly more expensive in Gig Harbor. Most likely the property owner would have to say no thanks and wait for another tenant, while letting the business locate elsewhere, depriving our community of economic growth and jobs.

As a center for emergency management, public safety and other vital community resources, the Gig Harbor Civic Center, should have fire protection far beyond nearly every structure in town, and obviously considerably more than small warehouses and office buildings. Before you decide to place these restrictions on others, evaluate protecting the entire community by installing a fire sprinkler system throughout the Civic Center. Once that has been done, then evaluate placing these onerous restrictions on the entire community.

The suggested benefits of this ordinance are far outweighed by the direct cost to business, property owners, and the overall economic impact to the community. We ask that you reject this ordinance.

Sincerely,



Michael Perrow

Towslee, Molly

From: Karlinsey, Rob
Sent: Friday, October 07, 2011 2:54 PM
To: Conan, Paul; Ekberg, Steve; Franich, Jim; Hunter, Chuck; Ken1barb@harbornet.com; Paul Kadzik; Payne, Tim; Young, Derek
Cc: Bower, Dick; 'Angela S. Belbeck'; Towslee, Molly
Subject: FW: AGC Input on Gig Harbor Fire Sprinklers Ordinance
Attachments: Fire Sprinkler Ordinance Letter to Council October 5 2011.pdf

See below and attached.

From: Tim Attebery [<mailto:tattebery@agcwa.com>]
Sent: Friday, October 07, 2011 1:13 PM
To: Karlinsey, Rob
Subject: AGC Input on Gig Harbor Fire Sprinklers Ordinance

Rob,

I've sent other e-mails on this topic, but I would like to associate the AGC with the letter attached. Furthermore, I live in Gig Harbor and sadly count way too many "For Lease" signs in windows and on the roadway. Of all the points made in the letter attached, the best is the fact you are putting our community at a competitive disadvantage.

Tim Attebery, Southern District Manager
Associated General Contractors of Washington

DONKEY CREEK HOLDINGS, LLC

PO Box 245
Gig Harbor, WA 98335

(253) 851-9309
FAX (253) 851-6475

October 5, 2011

City of Gig Harbor
Mayor and City Council
3510 Grandview Street
Gig Harbor, WA 98335

RE: PROPOSED FIRE SPRINKLER SYSTEM ORDINANCE

Mayor and City Council:

As stated in my September 22nd letter, we are strongly opposed to the proposed fire sprinkler ordinance. The requirements are vague, onerous, costly and the benefits overstated.

The IBC and IFC do not see the need to make this a life safety or property protection requirement, nor do well over 90% of the jurisdictions in the State of Washington. It is truly beyond reason to suggest a 5,000 square foot warehouse, regardless of use or structure type, be mandated to have fire sprinklers when the City of Gig Harbor doesn't see the need of such a system for themselves.

In this time of economic challenges, such a new requirement would stifle growth, jobs and place Gig Harbor at a competitive disadvantage. With countless local jurisdictions in Washington State not penalizing businesses and property owners with these added costs, you would be discouraging businesses from relocating here and property owners from building or making improvements to their property.

Consider the case of an existing building in which a business needs more space and can do so by adding a mezzanine within an existing footprint and separated fire area. For example within a fire separated space just below or anywhere above 5,000 sq. ft., by adding a small mezzanine the requirement would be triggered, even though the fire separated area - walls, floor, roof - remain exactly the same. This type of minor improvement is often used to keep growing businesses from moving away, but facing this costly requirement it would in most cases no longer be feasible.

Furthermore, as stated "*regardless of type or use*" the property owner must provided fire sprinkler protection, even for the lowest levels of risk. The impact of this extends as far as requiring fire sprinklers for an open on all sides, outdoor, covered, play area of 5000 square feet or more. Obviously this is unreasonable, as it does not take into account the use, type of structure or levels of risks.

Should a prospective tenant require a minor change in order to occupy a space, the property owner would be faced with costly improvements or risk losing the tenant. Standard and reasonable tenant improvements easily had throughout the Puget Sound would become vastly more expensive in Gig Harbor. Most likely the property owner would have to say no thanks and wait for another tenant, while letting the business locate elsewhere, depriving our community of economic growth and jobs.

As a center for emergency management, public safety and other vital community resources, the Gig Harbor Civic Center, should have fire protection far beyond nearly every structure in town, and obviously considerably more than small warehouses and office buildings. Before you decide to place these restrictions on others, evaluate protecting the entire community by installing a fire sprinkler system throughout the Civic Center. Once that has been done, then evaluate placing these onerous restrictions on the entire community.

The suggested benefits of this ordinance are far outweighed by the direct cost to business, property owners, and the overall economic impact to the community. We ask that you reject this ordinance.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MP', with a long horizontal flourish extending to the right.

Michael Perrow

Subject: Public Hearing and First Reading of Ordinance – Land Use Permit Extensions

Proposed Council Action: Hold public hearing and review ordinance

Dept. Origin: Planning

Prepared by: Jennifer Kester, Senior Planner *JK*

For Agenda of: October 10, 2011

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RJK 9/29/11

Approved as to form by City Atty: BY EMAIL

Approved by Finance Director: N/A

Approved by Department Head: TD 9/29/11

Expenditure Required	N/A	Amount Budgeted	N/A	Appropriation Required	N/A
----------------------	-----	-----------------	-----	------------------------	-----

INFORMATION / BACKGROUND

On August 10, 2009, the City Council passed Ordinance 1167 which allowed for the extension of land use permit expirations for two years. Land use permits that would have ordinarily expired in 2009 and 2010 were extended until November 2011. This summer the planning staff was approached by a property owner who received an extension under Ord. 1167 for a permit that would have expired in 2009. The owner requested the City Council consider another extension for up to five years. The planning staff brought the request to the September 6th Planning and Building Committee and September 23rd Council retreat. There was support at both meetings to consider an additional extension, but not for a full five years.

Planning staff has proposed a two year extension using the same procedures developed in 2009. In the attached ordinance, the applicant of a currently active land use permit has until December 31, 2011 to request a two year extension. The ordinance further indicates that extensions, if granted, would end on November 30, 2013. It should be noted that approved land use applications would remain vested in a manner consistent with their current permits under this proposal until November 30, 2013.

The proposed extension would not affect preliminary plat approvals since in 2010 the State Legislature extended the expiration of those permits for two years (from five to seven years) through December 31, 2014. Furthermore, the proposed extension would not affect permits issued under the City's Shoreline Master Program (SMP) in anticipation of the adoption of the new SMP in 2012. Finally, the proposed extensions would not affect building and civil permits. Extensions of those permits would need to follow existing building codes and public works standards.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

At their September 6th, 2011 meeting, the Planning and Committee directed staff to prepare an ordinance extending permit extensions for full Council review.

RECOMMENDATION / MOTION

Hold public hearing and review ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT PERMIT EXTENSIONS; AUTHORIZING THE PLANNING DIRECTOR TO GRANT A TEMPORARY EXTENSION OF THE EXPIRATION OF CERTAIN DEVELOPMENT RELATED APPROVALS AND PERMITS IN RESPONSE TO THE LOCAL, REGIONAL AND NATIONAL ECONOMIC RECESSION; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the severe downturn in the local, regional, and national housing and commercial markets, reduced demand for new housing, tightening credit market, and difficulty obtaining the financing for development projects have resulted in a situation where developers are unable to finalize development projects in a timely manner; and

WHEREAS, in order to prevent the expiration of development approvals during the economic downturn, extensions of the expiration dates of certain development related approvals are needed; and

WHEREAS, the expiration of a development approval can have significant financial impacts to a developer and also adversely affects the financial institutions and other investors which have provided financing in support of a development proposal; and

WHEREAS, construction related activity is a significant tax generator and provides much needed revenue to local governments to finance public safety and other needed public services; and

WHEREAS, the Gig Harbor Municipal code allows for the extension of the expiration date of development related approvals and permits, but such existing extensions will likely be insufficient to accommodate the length and scope of the economic recession; and

WHEREAS, maintaining the viability of development approvals will also help to ensure that the development industry is in a position to respond more quickly once favorable economic conditions return; and

WHEREAS, the Gig Harbor City Council finds that it is in the best interest of citizens of Gig Harbor and the local economy to temporarily grant extensions of the expiration dates for certain development related approvals and permits; and

WHEREAS, the in 2009 the City passed Ordinance 1167 which granted extensions of the expiration dates for certain development related approvals and permits until November 30, 2011 and due to the continued economic downturn the Gig Harbor City Council finds that an additional two years is warranted for the reasons set forth in this ordinance; and

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

WHEREAS, pursuant to RCW 36.70A.106, the City forwarded a copy of this Ordinance to the Washington State Department of Commerce on September 28, 2011; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____; 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. Findings. The Gig Harbor City Council makes the following findings:

A. That the severe housing and commercial market downturn coupled with the tightening of credit markets has significantly impacted the construction industry and poses a threat to the local economy and the general public health, safety and welfare due to reductions in construction-related taxes and revenues and loss of construction related jobs; and

B. That these conditions require actions to be taken to allow for the extension of certain existing development related approvals that would likely expire due to the economic downturn; and

C. That such action will benefit the local economy by helping to protect the construction industry from the significant financial losses associated with expired development approvals and permits, including the loss of real estate entitlements, and will better enable the local construction industry to recover as the economy improves.

Section 2. Temporary Extensions.

A. Authority. Based on the above findings, the City Council hereby authorizes the Planning Director to extend the expiration date of the below-identified development related approvals and permits to November 30, 2013.

1. Binding site plans approved under chapter 16.11 GHMC.
2. Conditional use permits approved under chapter 17.64 GHMC.
3. Variances approved under chapter 17.66 GHMC.
4. Performance-based height exceptions approved under chapter 17.67 GHMC.
5. Nonconforming use and structure review approved under chapter 17.68 GHMC.
6. Planned unit developments approved under chapter 17.90 GHMC.
7. Site plans approved under chapter 17.96 GHMC.
8. Design review approved under chapter 17.98 GHMC.
9. Reasonable use exceptions approved under chapter 18.08 GHMC.
10. Alternative landscape plan approved under Chapter 17.78 GHMC.

B. Request for Extension of Development Related Approvals and Permits. A holder of the above-identified development related permits or approvals may submit a written request to the Gig Harbor Planning Director for an extension of the holder's approval or permit no later than five business days prior to expiration of the subject development related approval or permit. Holders of the above-identified development related permit approvals which received an extension under Ordinance 1167 may request a second extension using the procedures contained in this ordinance. The time period during which a holder of a development related approval or permit may apply for a temporary extension shall sunset on December 31, 2011; provided, however, that any temporary extension granted pursuant to this Ordinance prior to the sunset date shall remain in effect for the duration of the extension.

C. Final Decision. Decisions of the Planning Director made pursuant to the provisions of this Ordinance shall be final and not subject to appeal to the Hearing Examiner.

Section 3. No Codification. The provisions of this Ordinance are temporary in nature and shall not be codified.

Section 4. 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. To the extent the provisions of this Ordinance are found to be inconsistent with other provisions of the Gig Harbor Municipal Code, this Ordinance is deemed to control.

Section 5. 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 _____, 2011.

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:



Business of the City Council
City of Gig Harbor, WA

Subject: Public Hearing & First Reading of Ordinance Vacating a Portion of Prentice Avenue and Sutherland Street

Proposed Council Action:

Option A:
Consider adoption of ordinance vacating portion of Prentice Avenue and Sutherland Street and approve on second reading.

Option B:
Adopt on first reading ordinance vacating a portion of Prentice Avenue and Sutherland Street. (Requires a vote of at least 5 councilmembers.)

Dept. Origin: Public Works

Prepared by: Willy Hendrickson, Engineering Technician

For Agenda of October 10, 2011

Exhibits: Petition Request, Legal Description, Survey Map, Location map, Vicinity map, Checklist, Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK

Approved as to form by City Atty: Via email

Approved by Finance Director: N/A

Approved by Department Head: 10/4/2011

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

INFORMATION/BACKGROUND

The City received a letter from Thornton Surveying representing Mr. Alvin M. Brown and Renee A. Proctor-Brown, owner of 9416 Peacock Ave. NW, Gig Harbor WA (parcel no. 9815000041), petitioning the City to vacate a 32 foot wide portion of Sutherland Street and a 33 foot wide portion of Prentice Avenue in accordance with GHMC 12.14.002.

At the September 12th Council meeting, Council approved Resolution 869 setting the public hearing date and first reading of this Ordinance at this October 10, 2011 Council Meeting.

The Right-of-Way proposed for vacation along Sutherland Street and Prentice Ave. is situated in the Woodworth's Addition Plat recorded August 22, 1890. This portion of Sutherland Street and Prentice Ave. lies within a Non-User Statute area as described in GHMC 12.14.018C. All City departments have reviewed the proposed street vacation. No City utility easements will be required.

POLICY CONSIDERATIONS

The Right-of-Way proposed for vacation is surplus to the city's needs, and the city does not have any plans for improving this Right-of-Way proposed for vacation.

FISCAL CONSIDERATION

The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

Move to adopt on first reading ordinance vacating a portion of Prentice Avenue and Sutherland Street. (Requires a vote of at least 5 councilmembers.)



T H O R N T O N
L A N D S U R V E Y I N G , I N C .

New Business - 2
8803 State Highway 16 **Page 2 of 14**
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thorntonls.com

04 March, 2011

Mr. Willie Hendrickson
Engineering Technician
3510 Grandview Street
Gig Harbor, WA 98335

RE: Vacation of portion of Prentice Avenue (Chester Street) & Sutherland Street (White Street) right-of-way

Dear Mr. Hendrickson,

This letter serves as an official request to vacate a 33-foot wide strip of Prentice Avenue and 32-foot wide strip of Sutherland Street abutting my property at 9416 Peacock Hill Avenue NW in the City of Gig Harbor. This right-of-way along with my property were created from the plat called "Woodworth's addition to gig harbor" in book 5 of plats at page 66 in Pierce County, Washington. These portions of Prentice Avenue & Sutherland Street abutting my property at parcel number 9815000041 have never been used as street, nor has it been constructed.

Under the City of Gig Harbor's Municipal Code 12.14.018.C, which sites the "vacations of streets and alleys subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (Non-user statute)", that portion of Prentice Avenue & Sutherland Street right-of-way's abutting my parcel has adversely, by operation of law, become mine legally since these right-of-way's were never opened nor used for their original purpose.

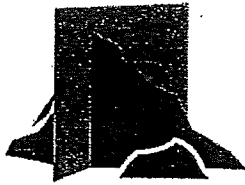
In light of this information, I wish to request those portions of the Prentice Avenue & Sutherland Street abutting my property be vacated. See attached drawings depicting the original location of the subject portion of Prentice Avenue & Sutherland Street right-of-way's in relation to my parcel.

Thank you for your assistance.

Sincerely,

Renee Proctor-Brown

Mark Brown



THORNTON
LAND SURVEYING, INC.

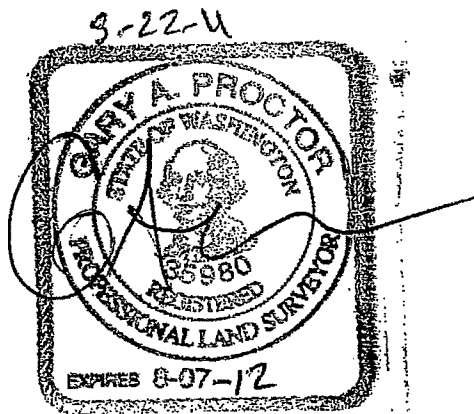
8803 State Highway 16 **New Business - 2**
PO Box 249 **Page 3 of 14**
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thorntonls.com

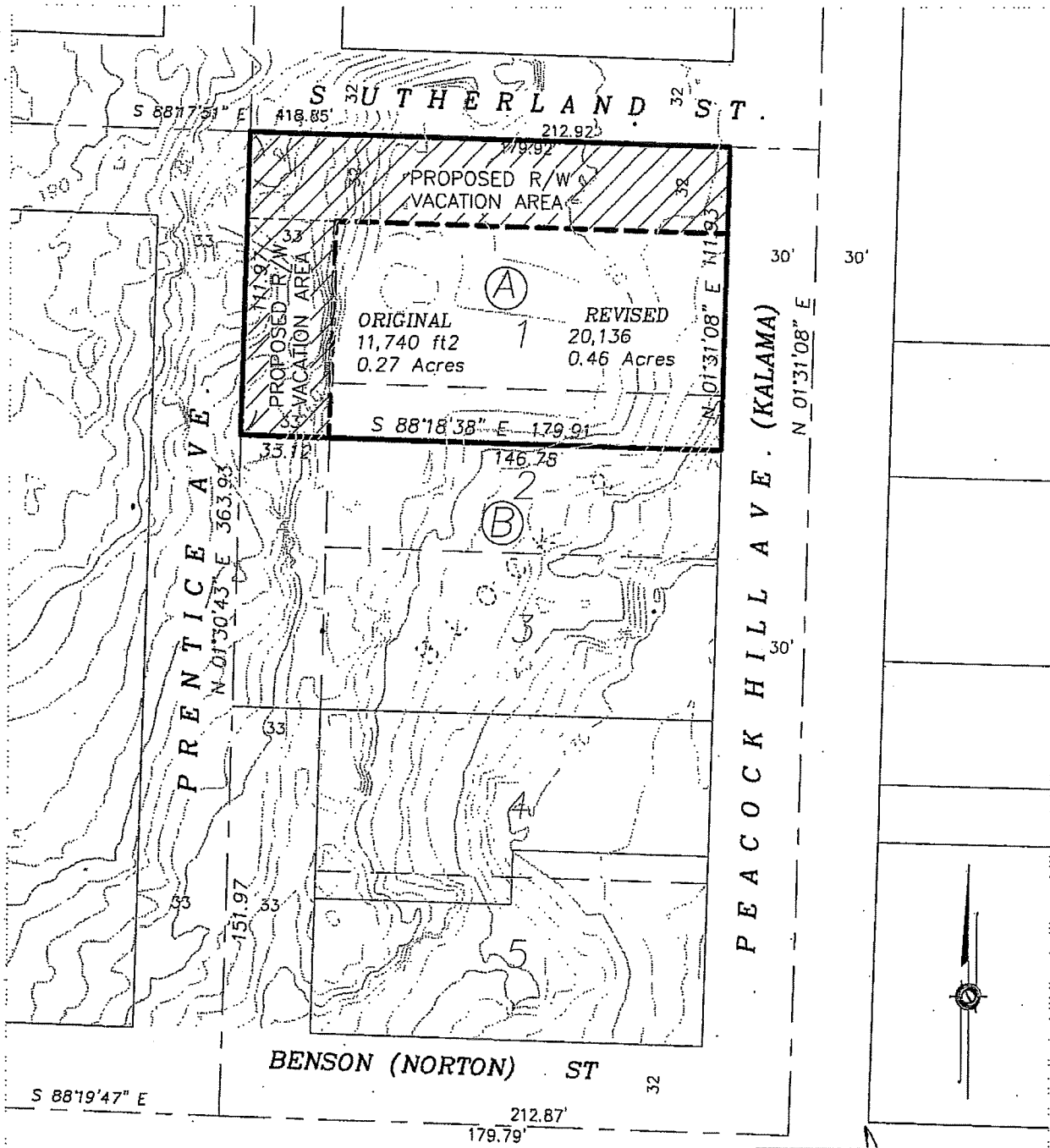
PROPOSED
LEGAL DESCRIPTION

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO PROCTOR-BROWN ADJOINER FOLLOWING VACATION OF A PORTION OF PRENTICE AVENUE, AND A PORTION OF SUTHERLAND STREET, GIG HARBOR, WASHINGTON, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH HALF OF SUTHERLAND STREET (FORMERLY WHITE STREET) PER THE PLAT OF WOODWORTHS ADDITION TO GIG HARBOR, RECORDED IN VOLUME 5 OF PLATS AT PAGE 66, UNDER AUDITOR'S FILE NUMBER 38968, RECORDS OF PIERCE COUNTY, WASHINGTON, ADJACENT TO AND ABUTTING LOT 1, BLOCK 2 OF SAID PLAT, EXTENDING TO THE CENTERLINE INTERSECTION OF SUTHERLAND STREET AND PRENTICE AVENUE PER SAID PLAT;

AND THAT PORTION OF THE EAST HALF OF PRENTICE AVENUE (FORMERLY CHESTER STREET) PER SAID PLAT, LYING BETWEEN THE WESTERN EXTENSION OF THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 2, BLOCK 2 OF SAID PLAT AND THE SOUTH MARGIN OF SUTHERLAND STREET PER SAID PLAT.





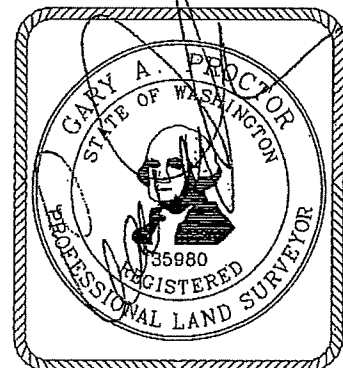
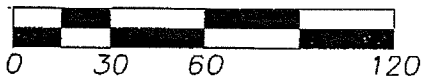
PARCEL/LOT INFORMATION:

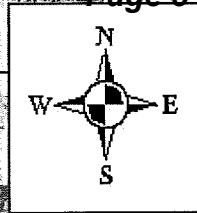
LOT	PARCEL NO.	ADDRESS	OWNER
A	9815000041	9416 PEACOCK HILL AVE	PROCTOR-BROWN
B	9815000050	9404 PEACOCK HILL AVE	PAGE

AREA OF STREET VACATION

PRENTICE AVE 2,639 ft² SUTHERLAND ST 5,757 ft²

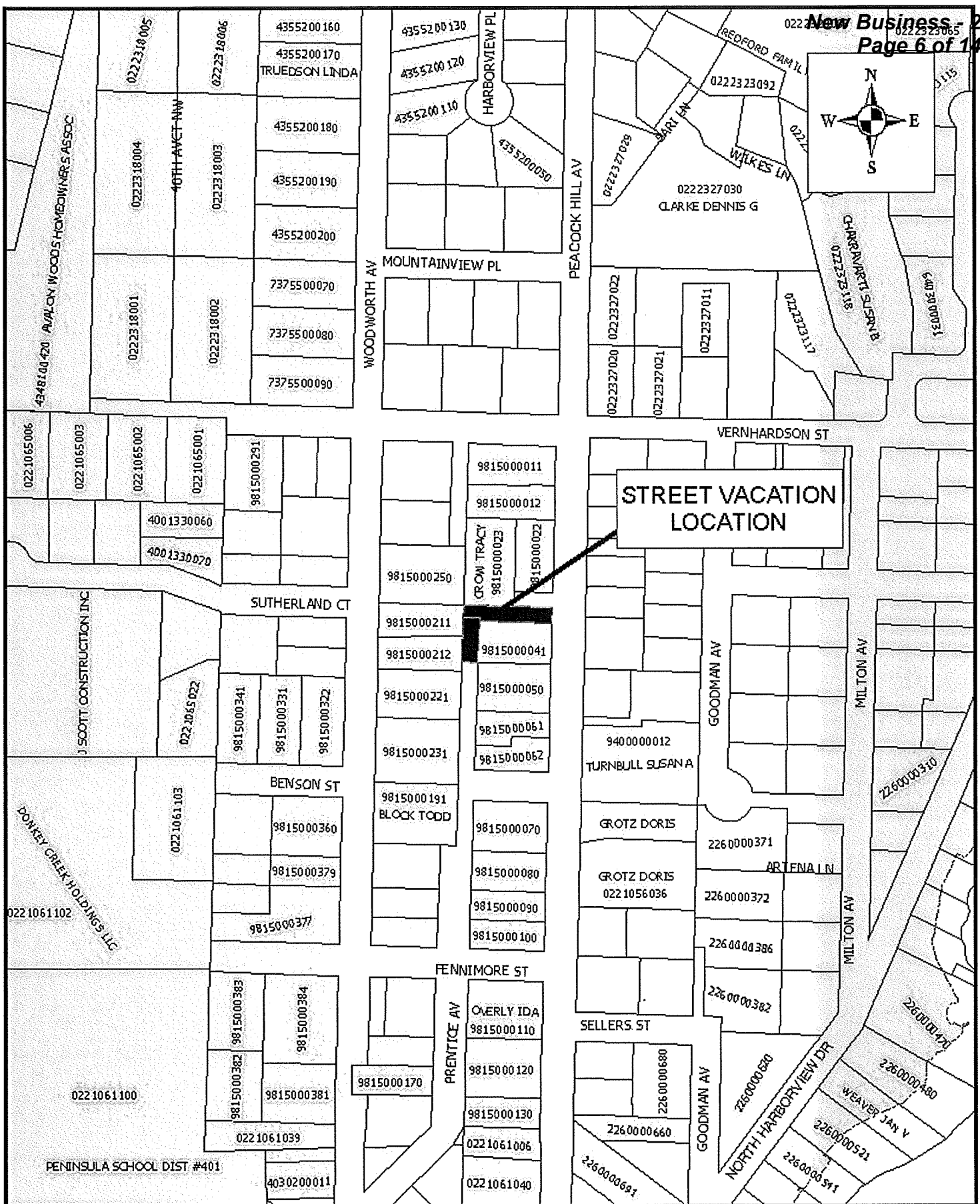
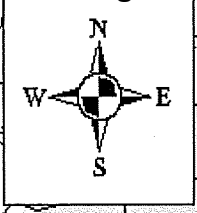
SCALE: 1"=60 FEET





STREET VACATION
LOCATION

SUTHERLAND STREET AND PRETICE AVENUE STREET VACATION
LOCATION MAP



SUTHERLAND STREET AND PRETICE AVENUE STREET VACATION VICINITY MAP



VACATION OF STREETS AND ALLEYS

GIG HARBOR MUNICIPAL CODE CHAPTER 12.14

Name: Alvin M. Brown and Renee A. Proctor-Brown Date: October 10, 2011

Site address: 9416 Peacock Ave. NW

Phone Number: 253 – 858 – 8106 (Thornton Land Surveying) Parcel Number: 9815000041

OWNER REQUIREMENTS

- ✓ The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)]. **Received**
- ✓ Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)]. **Received**
- ✓ Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)]. **Received**
- ✓ Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers. **Received**
- ✓ Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information. **Received**
- ✓ At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)]. **N/A**
- ✓ Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)]. **N/A**

CITY REVIEW

- ✓ Determine Non-user Statute application. **Qualifies as Non-user Statute**
- ✓ Verify all information provided in the petition, legal description, location map, and site map. **OK**
- ✓ Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site. **Driveway access to property on Sutherland - Trees on Prentice**
- ✓ Verify existing utilities or call One Call Locate to determine what utilities are on the property. **None**
- ✓ Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element). **N/A**
- ✓ Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement. **No easements required**
- ✓ Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront. **None required**

- ✓ Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. **Woodworth's Addition Plat recorded August 22, 1890**
- ✓ Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. **N/A**
- ✓ Verify payment of pre-hearing \$150 fee and \$500 appraisal fee. **\$150 paid - receipt no. 0143450**
- ✓ Prepare aerial vicinity map. **Completed**
- ✓ Prepare Council Resolution. **Completed**
- ✓ Post notices of Public Hearing. **Completed**
- ✓ Determine hearing date. **October 10, 2011**
- ✓ Legal Review **Approved via email**

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):

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON,
VACATING A PORTION OF SUTHERLAND STREET AND PRENTICE AVENUE
ABUTTING 9416 PEACOCK HILL AVENUE

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

City of Gig Harbor

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

Alvin M. Brown and Renee A. Proctor-Brown

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

Section 6, Township 21, Range 2 East

Assessor's Property Tax Parcel or Account number: 9815000041

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING A PORTION OF SUTHERLAND STREET AND PRENTICE AVENUE ABUTTING 9416 PEACOCK HILL AVENUE.

WHEREAS, Mr. Alvin M. Brown and Renee A. Proctor-Brown petitioned the City to vacate a 32 foot wide portion of Sutherland Street and a 33 foot wide portion of Prentice Avenue, which abuts their property at 9416 Peacock Hill Avenue, Gig Harbor, Washington, under the nonuser statute, RCW 36.87.090 and GHMC Section 12.14.018(C); and

WHEREAS, the portion of this street subject to the vacation petition was platted in the Plat of Woodworth's Addition, recorded in the records of Pierce County on August 22, 1890; and

WHEREAS, in 1890, this street was in unincorporated Pierce County; and

WHEREAS, the portion of Sutherland Street and Prentice Avenue subject to the vacation petition was not included in any street that was opened or improved within five years after the original platting in 1890; and

WHEREAS, under RCW 36.87.090, any county road which remained unopened for public use for five years after platting was vacated by lapse of time; and

WHEREAS, the City's street vacation procedures for streets subject to the nonuser statute merely eliminates the cloud on the title created by the plat, because the street has already vacated by lapse of time and operation of law; and

WHEREAS, after receipt of the street vacation petition, the City Council passed Resolution No. 869 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on October 10, 2011, and at the conclusion of such hearing determined that the aforementioned Right-of-Way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Sutherland Street and Prentice Avenue Right-of-Way described in the Brown street vacation petition has vacated by lapse of time and operation of law under RCW 36.87.090. The vacated portion of Sutherland Street and Prentice Avenue, lying between Peacock Hill Avenue and Woodworth Avenue, Lot 1, Block 2 of the Woodworth Addition, Parcel No. 9815000041, abutting 9404 Peacock Hill Avenue is legally described in Exhibit A attached hereto and incorporated by this reference, and further, is shown on the map attached hereto as Exhibit B.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced Right-of-Way area. This street vacation ordinance does not affect any existing rights, including any the public may have acquired in the Right-of-Way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 10th day of October, 2011.

CITY OF GIG HARBOR

By: _____
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney:

By: _____
Angela Belbeck

FILED WITH THE CITY CLERK: 10/10/11
PASSED BY THE CITY COUNCIL: 10/10/11
PUBLISHED:
EFFECTIVE DATE: _____
ORDINANCE NO. _____

EXHIBIT A
LEGAL DESCRIPTION



8803 State Highway 16
PO Box 249
Gig Harbor, WA 98335
T 253 858 8106
F 253 858 7466
thorntonls.com

PROPOSED
LEGAL DESCRIPTION

RIGHT-OF-WAY THAT WILL ATTACH BY OPERATION OF LAW TO PROCTOR-BROWN ADJOINER FOLLOWING VACATION OF A PORTION OF PRENTICE AVENUE, AND A PORTION OF SUTHERLAND STREET, GIG HARBOR, WASHINGTON, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTH HALF OF SUTHERLAND STREET (FORMERLY WHITE STREET) PER THE PLAT OF WOODWORTHS ADDITION TO GIG HARBOR, RECORDED IN VOLUME 5 OF PLATS AT PAGE 66, UNDER AUDITOR'S FILE NUMBER 38968, RECORDS OF PIERCE COUNTY, WASHINGTON, ADJACENT TO AND ABUTTING LOT 1, BLOCK 2 OF SAID PLAT, EXTENDING TO THE CENTERLINE INTERSECTION OF SUTHERLAND STREET AND PRENTICE AVENUE PER SAID PLAT;

AND THAT PORTION OF THE EAST HALF OF PRENTICE AVENUE (FORMERLY CHESTER STREET) PER SAID PLAT, LYING BETWEEN THE WESTERN EXTENSION OF THE SOUTH LINE OF THE NORTH 20 FEET OF LOT 2, BLOCK 2 OF SAID PLAT AND THE SOUTH MARGIN OF SUTHERLAND STREET PER SAID PLAT.

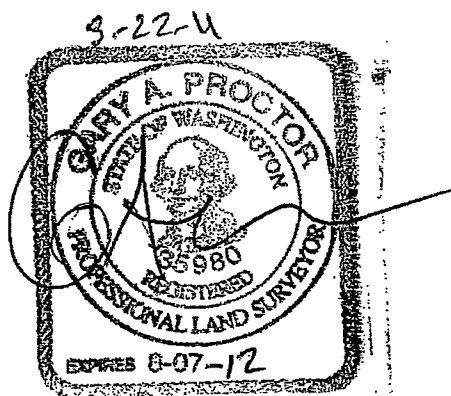
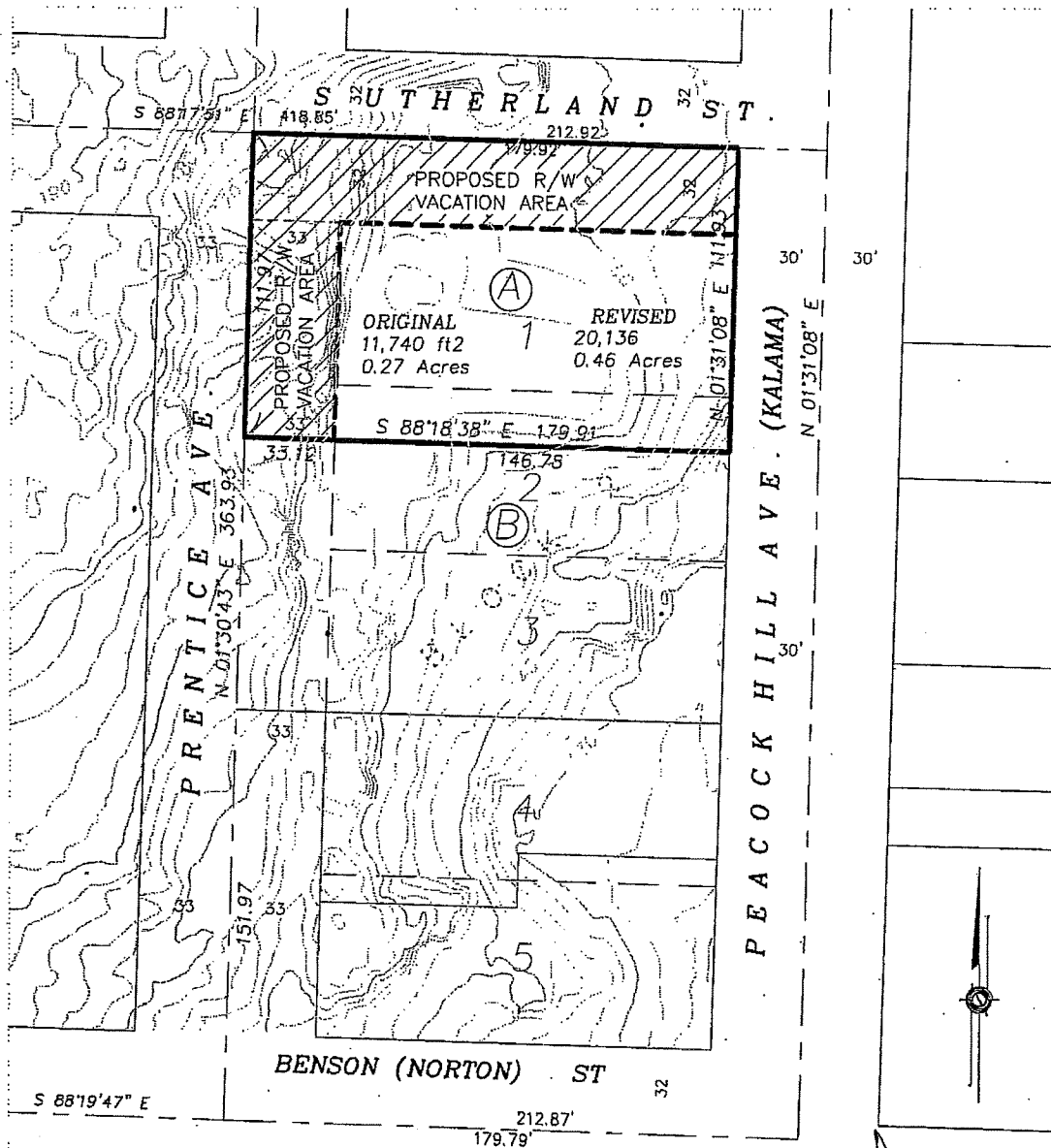


EXHIBIT B
SURVEY MAP



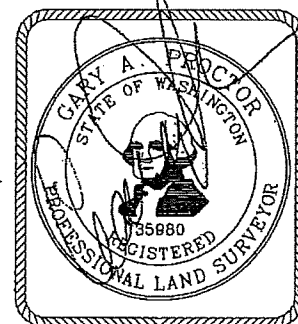
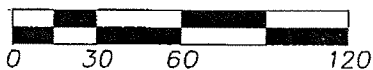
PARCEL/LOT INFORMATION:

LOT	PARCEL NO.	ADDRESS	OWNER
A	9815000041	9416 PEACOCK HILL AVE	PROCTOR-BROWN
B	9815000050	9404 PEACOCK HILL AVE	PAGE

AREA OF STREET VACATION

PRENTICE AVE 2,639 ft² SUTHERLAND ST 5,757 ft²

SCALE: 1"=60 FEET





**Business of the City Council
City of Gig Harbor, WA**

Subject: Public Hearing and First Reading of the Ordinance for the View Point Development LLC Street Vacation Petition request.


Proposed Council Action:

Option A:

Recommend approval of proposed Street Vacation, request \$500 deposit from petitioner for appraisal and authorize the City Engineer to obtain an appraisal in accordance with GHMC 12.14.004, and return for second reading after receipt of appraisal.

Option B:

Reject the proposed Street Vacation request.

Dept. Origin: Public Works 

Prepared by: Willy Hendrickson, Engineering Technician

For Agenda of: October 10, 2011

Exhibits: Letter of Request dated July 14, 2011
Legal Description and Survey dated September 30, 2011
Location and Vicinity Maps
Checklist dated October 3, 2011,
Map showing Short Plat configuration
Map showing proposed street improvements, Ordinance

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	<u>ROK</u>
Approved as to form by City Atty:	Via email
Approved by Finance Director:	N/A
Approved by Department Head:	_____

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

INFORMATION/BACKGROUND

The City received a letter from Carl Halsan representing View Point Development LLC, the owner of vacant land (Parcel No. 2360000010) adjacent to 3810 Harborview Dr., petitioning the City to vacate a portion of Harborview Drive in accordance with GHMC 12.14.002.

The area of the street vacation request has been reduced from the original request of 6849 Square Feet to 5470 Square Feet to allow room for future roadway improvements by the City. During the Engineering review process, Engineering requested that an additional five feet along the Harborview road frontage, or behind the future back of sidewalk remain as City right-of-way to account for any future slope retaining walls. The applicant complied with this request by revising their original right-of-way vacation request to account for the additional five feet.

The proposed Right-of-Way area does not contain any public utilities and will not require any City easements. If necessary, It will be the responsibility of the property owner to obtain any private utility

easements and provide the City with a copy of any such easements for future record.

The attached exhibit depicts the proposed short plat configuration. The City's Planning Dept. commented that the applicant will need to submit a new Short Plat Application. The new short plat could potentially result in three lots rather than two due to density requirements. All other City departments had no comments or conditions on the proposed street vacation and no public comments were submitted.

FISCAL CONSIDERATION

The processing fee has been paid in accordance with GHMC 12.14.004 .

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION/MOTION

Move to:

Option A:

Recommend approval of proposed Street Vacation, request \$500 deposit from petitioner for appraisal and authorize the City Engineer to obtain an appraisal in accordance with GHMC 12.14.004, and return for second reading after receipt of appraisal.

Option B:

Reject the proposed Street Vacation request.

July 14, 2011

Willy Hendrickson
City of Gig Harbor
Public Works Department
3510 Grandview Street
Gig Harbor, WA 98335

RECEIVED
CITY OF GIG HARBOR
JUL 14 2011
COMMUNITY
DEVELOPMENT

**RE: PROPOSED ROAD VACATION
HARBORVIEW DRIVE**

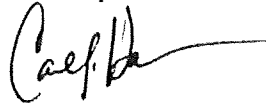
Dear Public Works:

As agent for the property owner, View Point Development LLC, we are formally requesting the City vacate the excess portion of Harborview Drive adjacent to our client's property as shown on the attached exhibits. Through our due diligence work, city staff determined that the long-term right-of-way needs along this portion of Harborview calls for a half street right-of-way width of 35'. The existing right-of-way in this location is nearly double that at 70' just on my client's side of the road. We are asking the City to consider vacating this area back to my client. This vacation area totals about 6,850 square feet.

Approval of the vacation will add a larger, flatter portion of property to the site which will facilitate better building better building sites and result in an area for access requiring less steep driveways onto and off of Harborview Drive.

Please call me with any questions at (253) 307-1922 or email me carl@halsanfrey.com.

Sincerely,

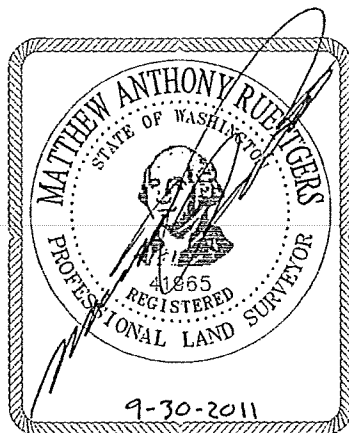


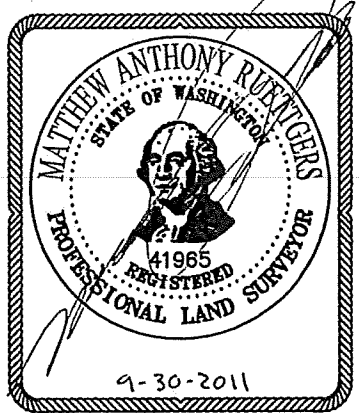
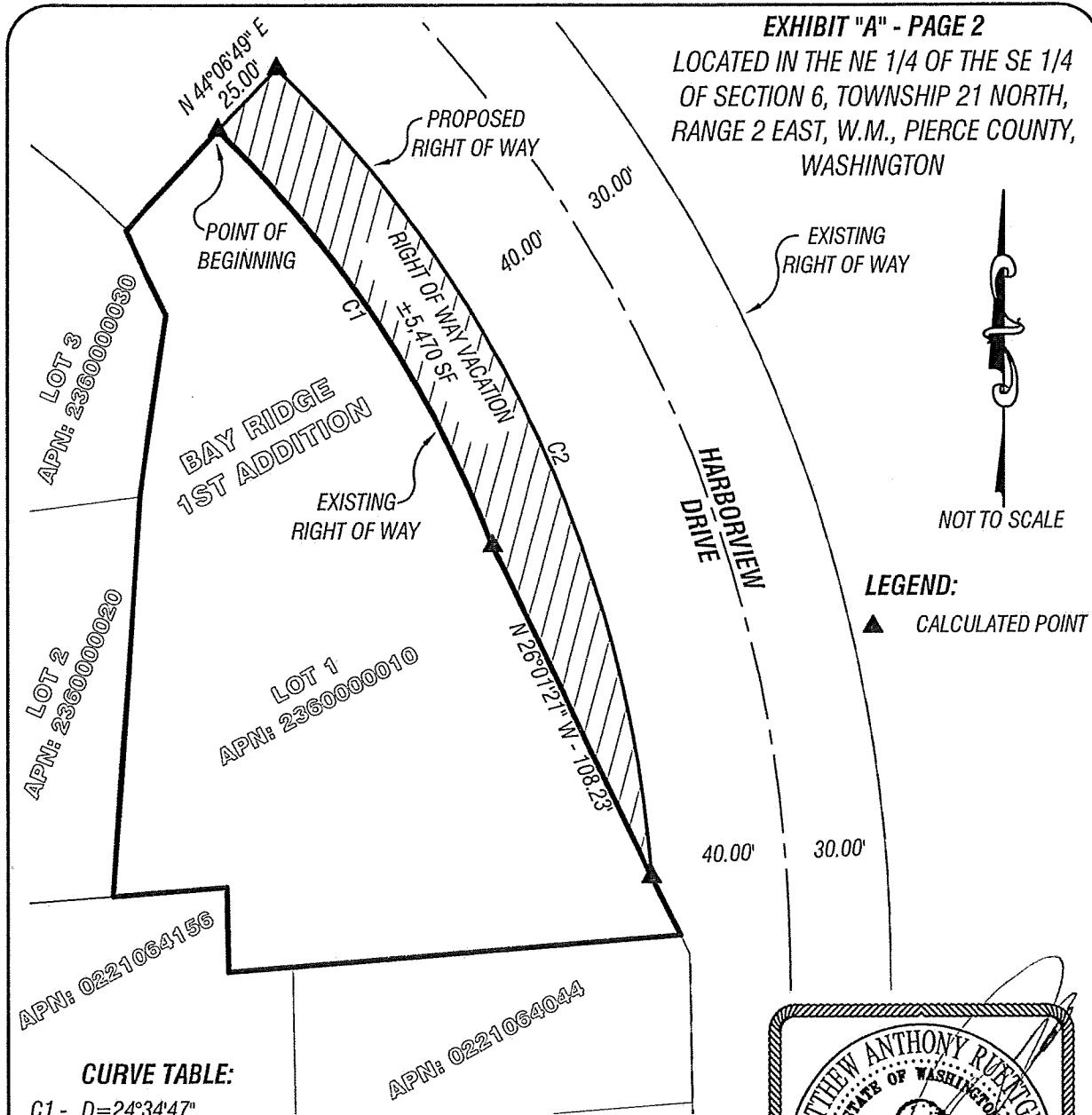
Carl E. Halsan
Member

**EXHIBIT "A" – PAGE 1
VACATION DESCRIPTION**

A portion of Harborview Drive described as follows:

Beginning at the most Northerly Northeast corner of Lot 1 of Bay Ridge 1st Addition to Gig Harbor, Washington, according to the plat recorded in Book 25 of Plats at Page 41, in Gig Harbor, Washington, said corner being coincident with an angle point on the existing West right of way line of Harborview Drive and lying 65 feet from the centerline of said right of way; thence perpendicular to said centerline North 44°06'49" East, 25.00 feet to a point lying 40.00 feet from said centerline; thence 40.00 feet westerly of, when measured at right angles, and parallel to said centerline, 267.89 feet on the arc of a 369.30 foot radius non tangent curve to the right, whose central angle is 41°33'42" and chord bears South 25°06'20" East, 262.05 feet to a point on the East line of said Lot 1, being coincident with the existing West right of way line of Harborview Drive; thence on said East line of Lot 1 and existing West right of way line, North 26°01'21" West, 108.23 feet; thence continuing on said lines, 147.70 feet, on the arc of a 344.30 foot radius non-tangent curve to the left, whose central angle is 24°34'47" and chord bears North 33°35'48" West, 146.57 feet to the point of beginning. All lying in the Northeast Quarter of the Southeast Quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian, Pierce County, Washington, and containing 5,470 square feet, more or less.





PacWest ENGINEERING, LLC
10209 Bridgeport Way SW, Suite C-1
Lakewood, WA 98499
Phone (253) 830-5960
Fax (253) 830-5999

DWG:	06-578 ROW VAC.DWG
DATE:	9-30-11
PROJECT:	06-578



3815 HARBORVIEW DR
0221064099 JAM MARINE LLC

STREET
VACATION
AREA

2360000030
SKANSI NICK B & PATRICIA A
8415 BAYRIDGE AV

2360000020
VOIGT JOHN G & ALVERNAZ ANA

2360000010
VIEW POINT DEVELOPMENT LLC
XXX HARBORVIEW DR

XXX HARBORVIEW DR
BLAIR ANDREW WRIE

0221053121 NIKOLICH STEVEN J

JERKOVICH JOHN M & PATRICIA J
XXX BAYRIDGE AV 0221064156

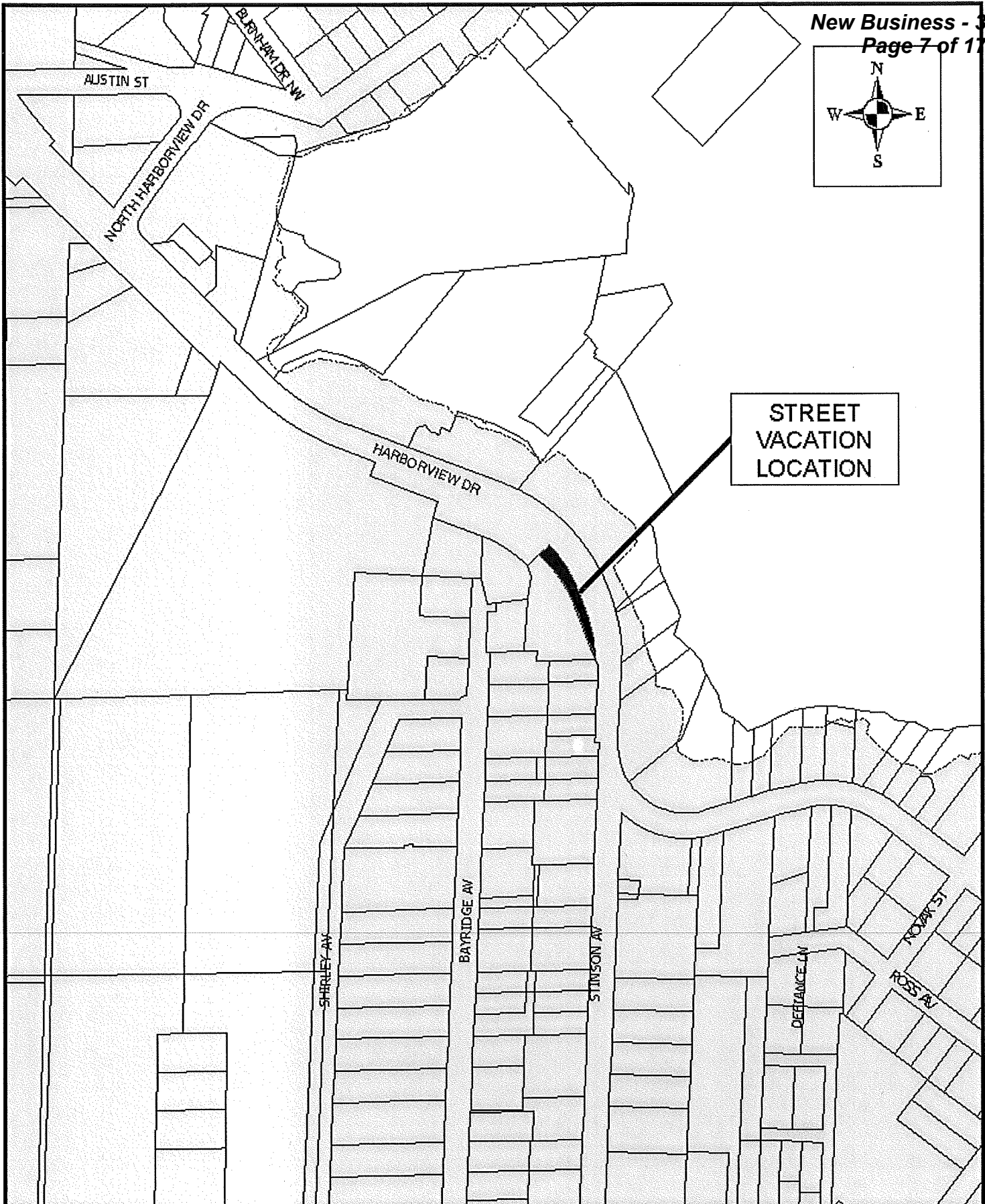
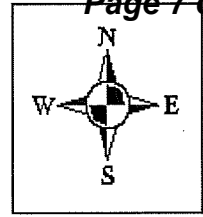
0221064044
MOWERS SCOTT C & DAVETTE M
3810 HARBORVIEW DR

HARBORVIEW DR

EMALS HOLIOKIN

LEE JONATHAN O & SUE ANN J
8317 BAYRIDGE AV 0221064155

3808 HARBORVIEW DR
0221064037 CRANNY EAMONN



VIEW POINT DEVELOPMENT STREET VACATION
VICINITY MAP



VACATION OF STREETS AND ALLEYS

GIG HARBOR MUNICIPAL CODE CHAPTER 12.14

Name: View Point Development LLC Date: October 10, 2011

Site address: Adjacent to 3810 Harborview Drive

Phone Number: 253 – 307 – 1922 (Halsan Frey LLC) Parcel Number: 2360000010

OWNER REQUIREMENTS

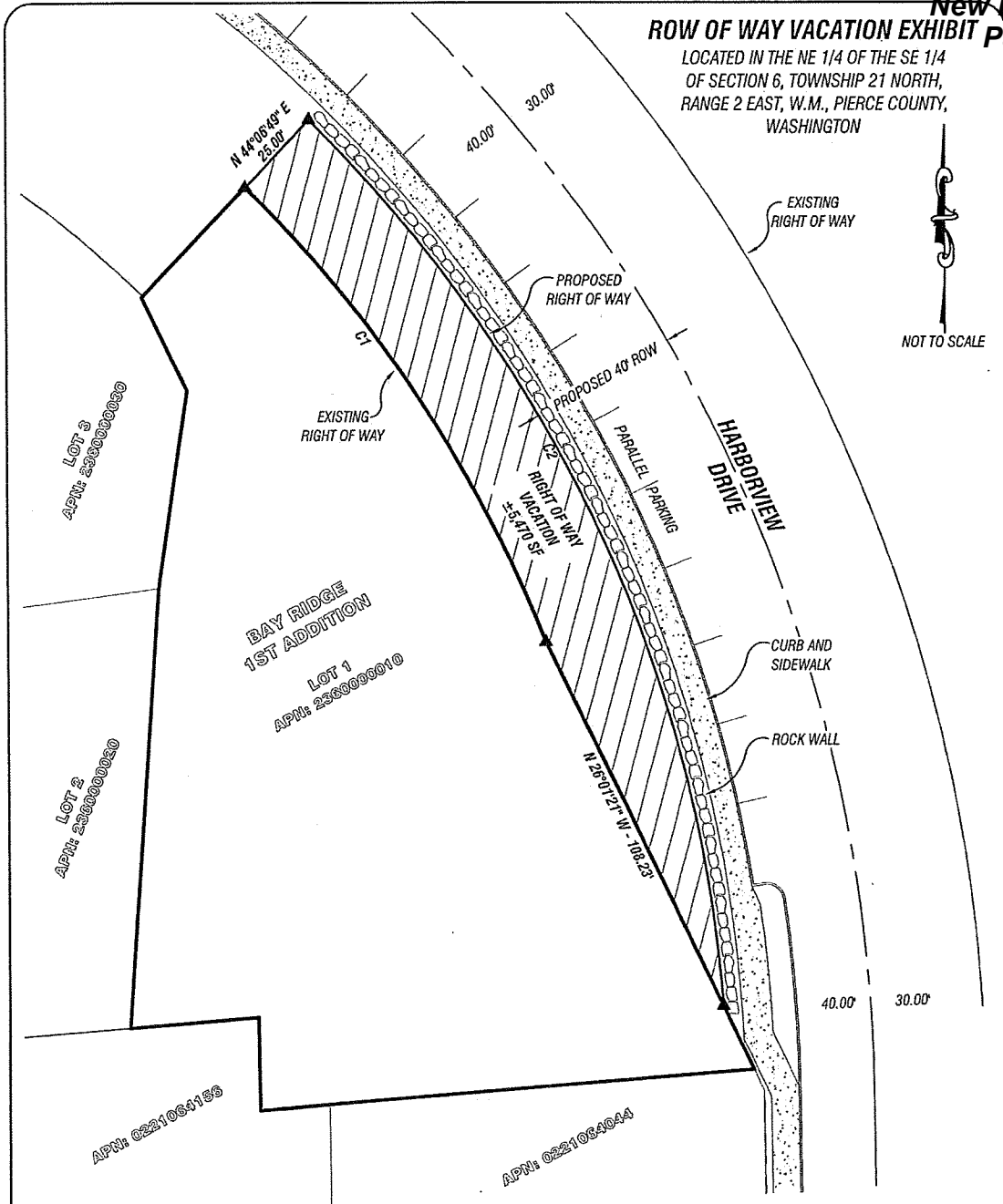
- ✓ The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)]. **Received**
- ✓ Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)]. **Received**
- ✓ Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)]. **Received**
- ✓ Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers. **Received**
- ✓ Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information. **Received**
- At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)]. **To Be Determined**
- Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)]. **To Be Determined**

CITY REVIEW

- ✓ Determine Non-user Statute application. **Does not qualify as Non-user Statute**
- ✓ Verify all information provided in the petition, legal description, location map, and site map. **OK**
- ✓ Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site. **Vegetated steep slope. Existing driveway access.**
- ✓ Verify existing utilities or call One Call Locate to determine what utilities are on the property. **None**
- ✓ Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element). **Consistent with proposed future Harborview Drive Improvements**
- ✓ Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement. **No easements required. No public use for area proposed.**
- ✓ Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront. **Not to be used for future public uses.**

- ✓ Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired. **Bayridge First Addition (AFN 236000) October 15, 1963**
- Determine compensation for vacation as described in GHMC § 12.14.018 if applicable. **To be determined**
- ✓ Verify payment of pre-hearing \$150 fee and \$500 appraisal fee. **\$150 paid - receipt no. 0142391**
- ✓ Prepare aerial vicinity map. **Completed**
- ✓ Prepare Council Resolution. **Completed**
- ✓ Post notices of Public Hearing. **Completed**
- ✓ Determine hearing date. **October 10, 2011**
- ✓ Legal Review **Approved via email**

LOCATED IN THE NE 1/4 OF THE SE 1/4
 OF SECTION 6, TOWNSHIP 21 NORTH,
 RANGE 2 EAST, W.M., PIERCE COUNTY,
 WASHINGTON



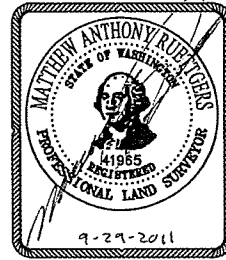
LEGEND:

▲ CALCULATED POINT

CURVE TABLE:

C1 - D=24°34'47"
 L=147.70'
 R=344.30'
 CH=N 33°35'48" W - 146.57'

C2 - D=41°33'42"
 L=267.89'
 R=369.30'
 CH=S 25°06'20" E - 262.05'



PACWEST ENGINEERING, LLC
 10209 Bridgeport Way SW, Suite C-1
 Lakewood, WA 98499
 Phone (253) 830-5960
 Fax (253) 830-5999

DWG:	06-578 ROW VAC EXHIBIT 40'.DWG
DATE:	9-29-2011
PROJECT:	06-578

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):

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, VACATING A 5470 SQUARE FOOT PORTION OF HARBORVIEW
DRIVE, GIG HARBOR, WASHINGTON; ESTABLISHING REQUIRED
COMPENSATION AND ESTABLISHING AN EFFECTIVE DATE.

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

City of Gig Harbor

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

View Point Development LLC

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

Section 6, Township 21 North, Range 02 East, W.M. in Pierce County, Washington

Assessor's Property Tax Parcel or Account number: 2360000010

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, VACATING A 5470 SQUARE FOOT PORTION OF HARBORVIEW DRIVE, GIG HARBOR, WASHINGTON; ESTABLISHING REQUIRED COMPENSATION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on July 14, 2011, Carl Halsan of Halsan Frey, LLC filed a petition for vacation of a strip of Harborview Drive abutting property owned by View Point Development, LLC located adjacent to 3810 Harborview Drive, City of Gig Harbor, legally described on Exhibit A and shown on Exhibit B, both of which are attached hereto and incorporated herein by this reference; and

WHEREAS, on September 12, 2011, the Gig Harbor City Council accepted the petition and passed Resolution No. 870, establishing October 10, 2010 as the date for a public hearing on the vacation of the right-of-way; and

WHEREAS, after the required public notice, the City Council conducted a public hearing on the matter and first reading of this Ordinance on October 10, 2011 as scheduled and heard testimony from all interested parties and the City Council directed staff to obtain an appraisal as required under GHMC 12.14.004, and as authorized under GHMC 12.14.012; and

WHEREAS, this Ordinance was considered on second reading on November 14, 2011,

WHEREAS, on November 14, 2011, the City Council considered this Ordinance on second reading, and after considering any and all testimony, the Council desires to vacate a portion of the right-of-way requested; Now, therefore,

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

Section 1. Adoption of Findings and Conclusions. The City Council makes the following findings and conclusions in support of vacation:

A. Vacation of the right-of-way will not require any easements for public utilities.

B. The portion of right-of-way proposed to be vacated has an existing driveway access.

C. The portion of right-of-way to be vacated does not conflict with the City's Six Year Transportation Plan or the Transportation section (Chapter 11) of the City's Comprehensive Plan.

D. The portion of right-of-way proposed to be vacated does not abut any body of water.

E. The portion of right-of-way proposed to be vacated is not needed for any future right-of-way purpose.

Section 2. Vacation; Conditions. That portion of Harborview Drive legally described on Exhibit A and depicted on Exhibit B is hereby vacated, subject to receipt of required compensation.

Section 3. Compensation. In accordance with GHMC 12.14.018 the amount of _____ shall be required from petitioner Viewpoint Development LLC in exchange for the vacation.

Section 4. Duties of City Clerk. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor only after receipt of the required compensation in Section 3.

Section 5. Effective Date. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ___ day of _____, 2011.

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:

EXHIBIT A LEGAL DESCRIPTION

A portion of Harborview Drive described as follows:

Beginning at the most Northerly Northeast corner of Lot 1 of Bay Ridge 1st Addition to Gig Harbor, Washington, according to the plat recorded in Book 25 of Plats at Page 41, in Gig Harbor, Washington, said corner being coincident with an angle point on the existing West right of way line of Harborview Drive and lying 65 feet from the centerline of said right of way; thence perpendicular to said centerline North 44°06'49" East, 25.00 feet to a point lying 40.00 feet from said centerline; thence 40.00 feet westerly of, when measured at right angles, and parallel to said centerline, 267.89 feet on the arc of a 369.30 foot radius non tangent curve to the right, whose central angle is 41°33'42" and chord bears South 25°06'20" East, 262.05 feet to a point on the East line of said Lot 1, being coincident with the existing West right of way line of Harborview Drive; thence on said East line of Lot 1 and existing West right of way line, North 26°01'21" West, 108.23 feet; thence continuing on said lines, 147.70 feet, on the arc of a 344.30 foot radius non-tangent curve to the left, whose central angle is 24°34'47" and chord bears North 33°35'48" West, 146.57 feet to the point of beginning. All lying in the Northeast Quarter of the Southeast Quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian, Pierce County, Washington, and containing 5,470 square feet, more or less.

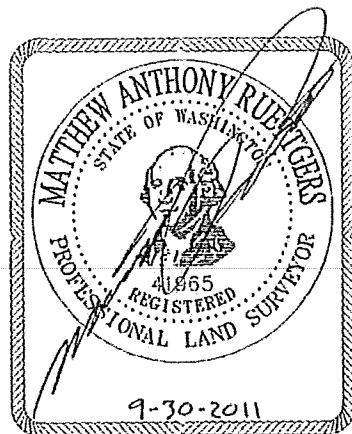
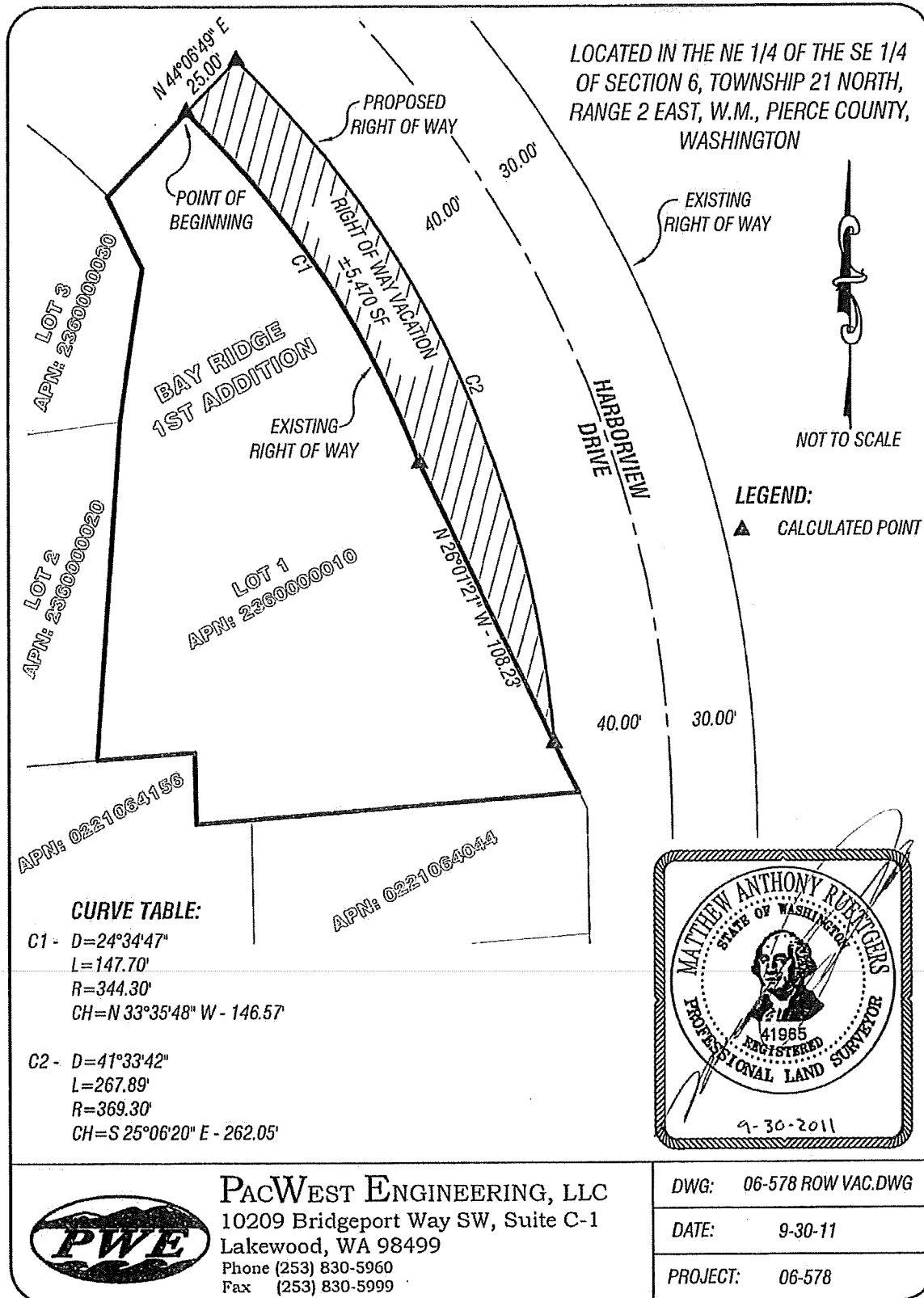


EXHIBIT B LEGAL DESCRIPTION MAP



PacWest Engineering, LLC
10209 Bridgeport Way SW, Suite C-1
Lakewood, WA 98499
Phone (253) 830-5960
Fax (253) 830-5999

DWG: 06-578 ROW VAC.DWG
DATE: 9-30-11
PROJECT: 06-578

Subject: Approval of a resolution supporting the passage of Pierce County Proposition 1 designed to increase the Pierce County sales tax by 1/10th of 1% to fund an upgrade of the county emergency communications system.

Proposed Council Action: Approve the attached resolution

Dept. Origin: Police Department
Prepared by: Chief Mike Davis
For Agenda of: October 10, 2011



Exhibits: Resolution and support material
Initial &

Date

Concurred by Mayor:

Approved by City Administrator:



Approved as to form by City Atty:



Approved by Finance Director:

Approved by Department Head:



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

INFORMATION / BACKGROUND

The Pierce County Proposition 1 will come before a vote on November 8th. If passed by the voters, this proposition will raise the sales tax in Pierce County a 1/10th of 1 percent. This money will be bonded to pay for upgraded radios, two dispatch centers and contribute to the operating budget of this new emergency communications network.

If this tax proposition doesn't pass, the City of Gig Harbor will have to cover the costs necessary to upgrade our in-car and portable radios to become compatible with a proposed county-wide 700 MHz radio system. We will also be faced with paying a proportional share of the costs associated with building the 700 MHz radio system infrastructure. The portables and in car radios are about \$7,000 a copy, so if the levy this November does not pass we will have to spend over \$300,000 to purchase the radios necessary to access the proposed new county-wide 700 MHz radio system.

Getting a tax increase passed in these very trying financial times is a long shot at best. I feel it is imperative that our council get behind this proposal and make a public announcement stating we are supportive of this important initiative.

FISCAL CONSIDERATION

If the tax measure fails, the City of Gig Harbor will be forced to fund an upgrade of our city-wide radio system to ensure interoperability with the county-wide system. The cost to just purchase portable and in-car radios will be over \$300,000.

COMMITTEE/BOARD ACTION:

This proposal was brought before the Finance and Safety Committee on September 19th and received unanimous support.

RECOMMENDATION / MOTION

Move to: Approve the resolution supporting passage of the Pierce County Proposition 1.

RESOLUTION NO. 877

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, EXPRESSING SUPPORT FOR PIERCE COUNTY PROPOSITION 1, A TAX MEASURE CALLED "SOUTH SOUND 911" AIMED AT INCREASING THE PIERCE COUNTY SALES TAX 1/10TH OF 1% TO FUND AN UPGRADE OF THE PIERCE COUNTY EMERGENCY COMMUNICATION SYSTEM.

WHEREAS, a strong emergency communication system improves safety for every resident and first responder in Pierce County; and

WHEREAS, communication interoperability is crucial to the effective and efficient operations of all first responders; and

WHEREAS, the creation of an upgraded emergency communications system will allow all law enforcement and fire to communicate effectively during large scale critical incidents; and

WHEREAS, the creation of an upgraded emergency communications system will aid agencies in complying with Federal Communications Commission requirements that reduce the operating bandwidth for first responders nationwide by January 1, 2013; and

WHEREAS, the creation of an upgraded emergency communications system will assist in improving response times, accommodate increasing call volumes as the population grows and more effectively interface with modern communications technology allowing the distribution of text messages, photo and video from witnesses; and

WHEREAS, passage of Pierce County Proposition 1 on the November 2011 ballot would provide funds to upgrade the emergency communications system; and;

WHEREAS, at its meeting of October 10, 2011, the Gig Harbor City Council took public testimony on the subject ballot measure, allowing an equal opportunity for the expression of viewpoints supporting and opposing this measure; and

WHEREAS, pursuant to RCW 42.17.130, and after consideration of all public testimony, the City Council desires to formally express a collective position supporting the subject proposition; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

The Gig Harbor City Council strongly supports the passage of the November 8, 2011 Pierce County Proposition 1, the "South Sound 911" tax measure aimed at increasing the Pierce County sale tax by 1/10th of 1% to fund a upgraded county-wide emergency communication system.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR
this 10th day of October , 2011.

APPROVED:

Charles Hunter, Mayor

Ken Malich, Councilmember

Steven Ekberg, Councilmember

Derek Young, Councilmember

Jim Franich, Councilmember

Paul Kadzik, Councilmember

Paul Conan, Councilmember

Tim Payne, Councilmember

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 877

- [About](#)
- [Online Community](#)
- [Business Directory»](#)
- [Classifieds»](#)
- [Event Listings](#)
- [Contact»](#)
- [Browse Ads](#)
- [Follow Us On Twitter](#)

[South Puget Sound News](#)

Local News for DuPont, Steilacoom, Lakewood, Lacey and more.

- [News»](#)
- [Events](#)
- [Sports](#)
- [Editorials](#)
- [PHOTOS»](#)

You are here: [Home](#) / [Featured](#) / South Sound 911 headed to November ballot

South Sound 911 headed to November ballot

July 27, 2011 By [Cara Mitchell](#) [Leave a Comment](#)



The Pierce County Council voted 5-2 on Tuesday, July 26, to ask voters in November to establish a seamless, more efficient emergency communications system that improves safety for every resident and first responder. The measure would appear on the Nov. 8 General Election ballot. If voters approve the funding, a new agency called South Sound 911 will be created to update and improve critical communications equipment for participating law enforcement and fire agencies, particularly in light of looming federal mandates.

Shortly after Pierce County Council voted on the measure, the DuPont City Council was given a presentation about South Sound 911 by deputy Pierce County executive Kevin Phelps, and Lakewood city manager Andrew Neiditz. The presentation took place during the DuPont City Council meeting.

Neiditz gave an overview of circumstances that are driving the push for South Sound 911, stating that there are regional issues with the emergency communication system.

“I wish I could tell you that officers at the Lakewood Police Department and Pierce County Sheriff’s office can communicate with each other 100 percent of the time. But we can’t. There are major gaps in service today, but we have an opportunity to fix those gaps with South Sound 911,” said Neiditz.

In a press release issued by Pierce County, Pierce County Sheriff Paul Pastor compares the current radio system to Swiss cheese.

"I compare our current radio system to a piece of Swiss cheese: there are areas of Pierce County that are 'holes' where we cannot send or receive radio transmissions," Sheriff Paul Pastor said. "This proposal not only complies with the federal mandate, but it also eliminates the patchwork of radio systems around Pierce County that delays direct contact among first responders."

New Business - 4
Page 6 of 26

During the DuPont City Council meeting, Phelps highlighted four events where poor or spotty radio communications played a role in the events that unfolded: the Eatonville shooting, the Clemmons manhunt, the Virginia Tech shooting and the 9/11 terrorist attacks.

"During the Eatonville shooting, Pierce County Sheriff's office had spotty coverage. When the Clemmons manhunt was taking place, all the units that responded were operating on different frequencies," he said.

Phelps went on to describe the pitfalls old technology played during the Virginia Tech shootings.

"Friends and family of the victims knew more about where the shooting was taking place due to texts and photos being sent out to their loved ones. However police had no way of accepting that data as the equipment couldn't handle it."

Then there was 9/11.

"We all know now that police and fire were on different frequencies. Police were telling people to vacate the World Trade Center buildings because they could see from their helicopters that the structures were failing. But at the same time, fire officials were running inside the buildings. They were on different frequencies and couldn't communicate with each other," said Phelps.

"We can create a better system that is more economical," he said.

Among other things, South Sound 911 is designed to aid agencies in complying with Federal Communications Commission requirements that reduce the operating bandwidth for first responders nationwide by Jan. 1, 2013. That means new radios for some agencies, such as the Pierce County Sheriff's Department, and new software for others.

According to Phelps and Neiditz, the proposal also would replace three outdated dispatch centers – the Law Enforcement Support Agency and the two facilities operated by Tacoma Fire and West Pierce Fire and Rescue – with two new facilities (one each for police and fire).

"Our fire dispatch centers, which serve 99 percent of Pierce County, operate in buildings that were constructed in the 1920s and 1940s and cannot handle today's technological needs," said Ken Sharp, chief of West Pierce Fire and Rescue.

"South Sound 911 will enable us to improve response times by reducing call transfers, accommodate increasing call volumes as the population grows, and accept and distribute text messages, photo and video from witnesses," said Sharp.

South Sound 911 would be funded by the existing Enhanced 911 tax (20 cents per line), an increase of 1/10 of 1 percent in the sales tax (1 penny on a \$10 purchase) and agency fees and grants. The money would be bonded to pay for radios and two dispatch facilities, as well as contribute to the operating budget.

The following entities have signed the interlocal agreement that would set up governance of the new agency: Pierce County Executive's Office, Pierce County Sheriff's Department, Tacoma Police Department, Tacoma Fire Department, Lakewood Police Department and West Pierce Fire and Rescue. Including the communities that contract for services with those agencies, South Sound 911 directly affects 99 percent of commissioned fire fighters and 83.5 percent of commissioned law enforcement officers in Pierce County. Other agencies are invited to join at any time and increase the economies of scale.

After the presentation, the floor was opened for council members to ask questions. Councilman ~~Jerry Wilcox~~ **New Business - 4** asked if consolidation of the 911 call centers would mean lost jobs. **Page 7 of 26**

”We’re trying to protect LESA employees, and we will do so as long as they meet the minimum standards,” answered Phelps.

Councilwoman Penny Coffey pointed out that DuPont has dead zones for both fire and police. Phelps said that South Sound 911 would address those problems along with other regional gaps the current system has. He mentioned that officials had already identified DuPont as a potential place for a new transmission tower, which would address the gaps in the current communications system.

“I believe we need to have a unified system. It would be in Lakewood’s best interest and I believe it would be in your best interest as well,” said Neiditz. “This is a great partnership with cities, towns and fire districts. This is a regional proposal and a way for us to collectively respond better to natural disasters such as large earthquakes, Mt. Rainier erupting or a potential terrorist attack. This is not Pierce County, as a government, imposing this system on you,” he said.

Questions about South Sound 911 can be emailed to kphelps@co.pierce.wa.us. A copy of the presentation given to DuPont City Council is available on their website.

Share this: [Share](#) 0

Filed Under: [Featured](#), [News](#) Tagged With: [City of DuPont](#), [DuPont](#), [Lakewood](#), [Pierce County](#)



About Cara Mitchell

Cara has worked in the field of communications for over 16 years. She graduated from Colorado State University with a degree in technical journalism and a minor in natural resource interpretation. In her time away from work she gives back to the community and society by volunteering in church, schools, and for causes she personally feels are important. In 2010 she won an Outstanding Achievement award at the Colorado State University Alumni Media Festival.

Like

Add New Comment

[Login](#)



Type your comment here.

Showing 0 comments

Sort by popular now

[Subscribe by email](#) [RSS](#)

Trackback URL <http://www.southpugetsou>

Stay Connected

Sign Up to receive site notifications and updates!

Enter your email address

Search this website ...

Find us on Facebook



South Puget Sound News

Like

140 people like South Puget Sound News.



Stacy Brandy Amadou Mark



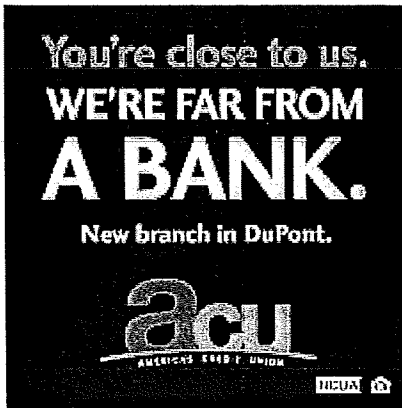
Facebook social plugin

You might be interested in this

- [Pierce County Council holds meeting at DuPont City Hall](#)
- [Intelligence Star Awarded to Dane Paresi](#)
- [Four new historic landmarks designated by the National Park Service](#)
- [The Home Course will hold the 18th Annual Washington State Women's Amateur Championship and 12th Annual Washington State Senior Women's Amateur Championship](#)
- [Food drive serves up 6,000 pounds of donated food](#)

Archives

Select Month

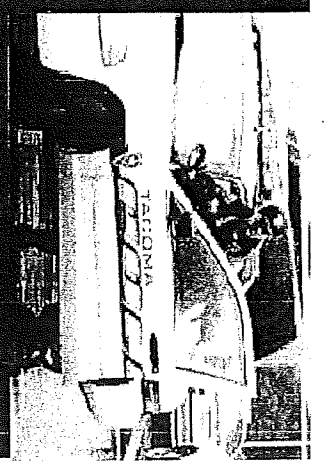
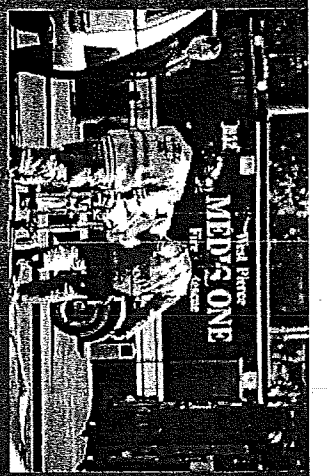


- [People](#)
- [Recent](#)
- [Popular](#)

South Sound 911

Better communication.
Better service.

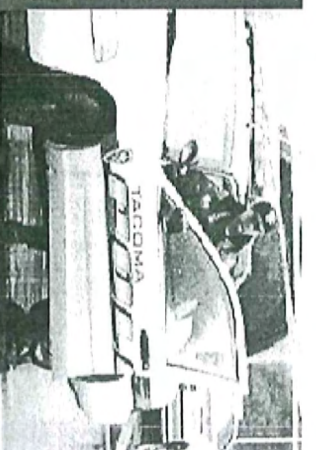
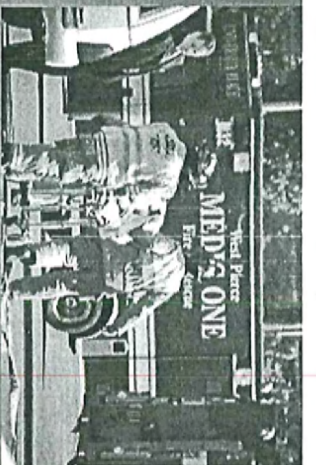
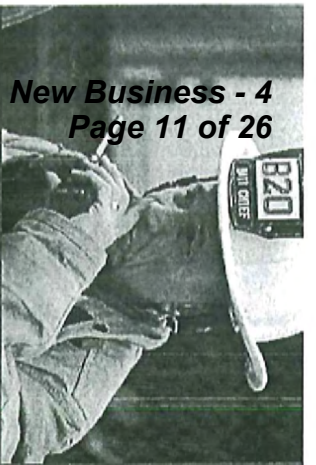




There are regional issues with Emergency Communication Systems

Every Public Safety Agency in Pierce County will be impacted

Current patchwork system of 911 dispatch centers are generally outdated and ill-equipped to meet growing needs



• Jan. 1, 2013 FCC deadline to switch from 25 KHz spectrum/bandwidth to 12.5 KHz technology

• 2016 Motorola will no longer support 700/800 MHz analog smartzone 4.1 radio systems including radios/controllers and repeaters

• What if we could be a national leader in addressing all of the issues and delivering better service?

Dispatch

6 primary Public Safety Answering Points (PSAPs)

- LESA
- WSP
- Puyallup
- Fife
- Buckley
- JBLM



2 secondary PSAPs

- Tacoma Fire
- WPF&R

Radio System Owners in Pierce County

VHF

Fire Communications

Pierce County

Buckley

Fife

WSP

Puyallup Tribal Police

400

MHz

Joint Base
Lewis-McChord

700

MHz

Pierce Transit

800

MHz

Tacoma

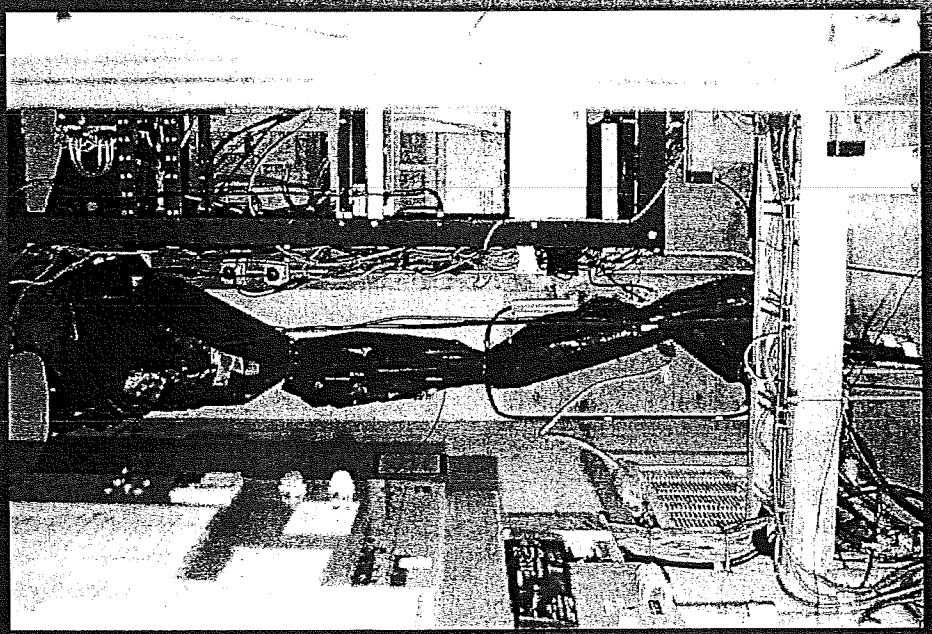
Puyallup



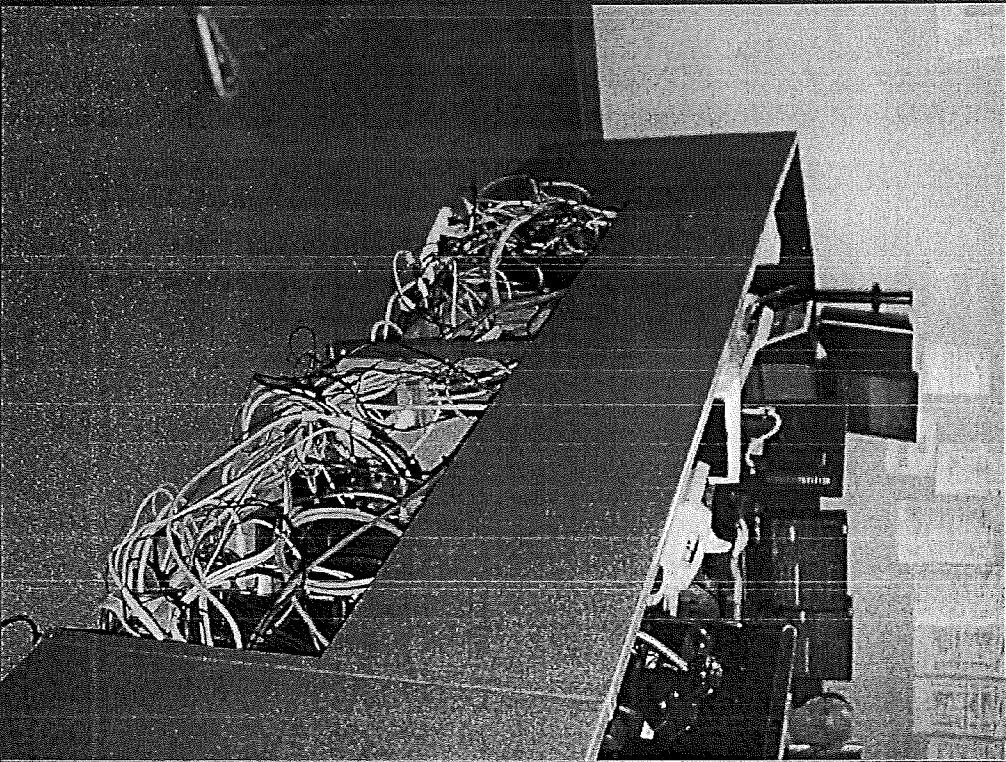
WPF&R dispatch built around 1940

- Cramped, cables everywhere, roof leaks (note the plastic covering over the wires)

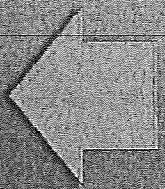
Tacoma Fire Communications Center: 90 years old



Data

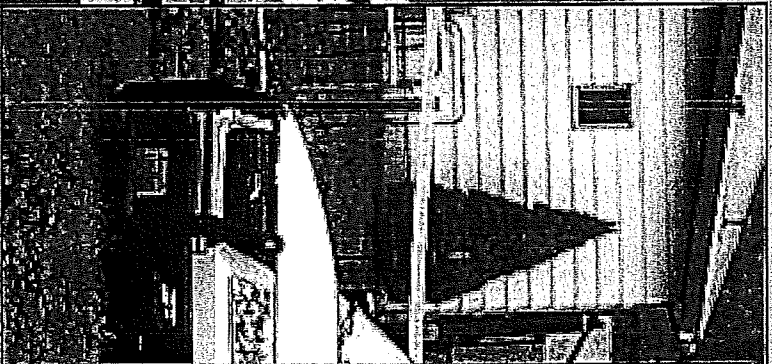
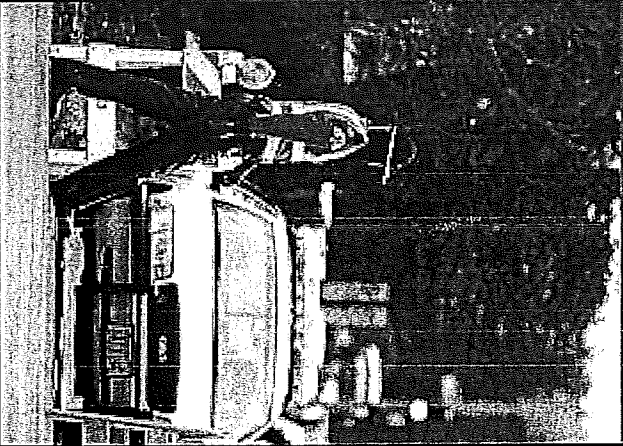


Lack of dedicated bandwidth may not insure first responders' ability to transmit or receive data in the field



People expect the ability to send texts, pictures or video to 911, but we can't receive it

- **Eatonville shooting**
- **Clemmons manhunt**
- **Virginia Tech shooting**
- **9/11 terrorist attacks**



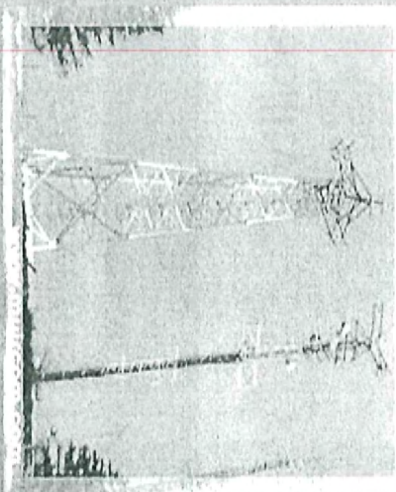
Goal - A solution for 3 ongoing issues:



Dispatch



Radio



Data

South Sound 911

Regional Cooperation & Governance

- Current Participants: Pierce County, City of Tacoma, City of Lakewood, Fire Protection District #3 (West Pierce F&R)
- Other jurisdictions are invited to join anytime

Benefits

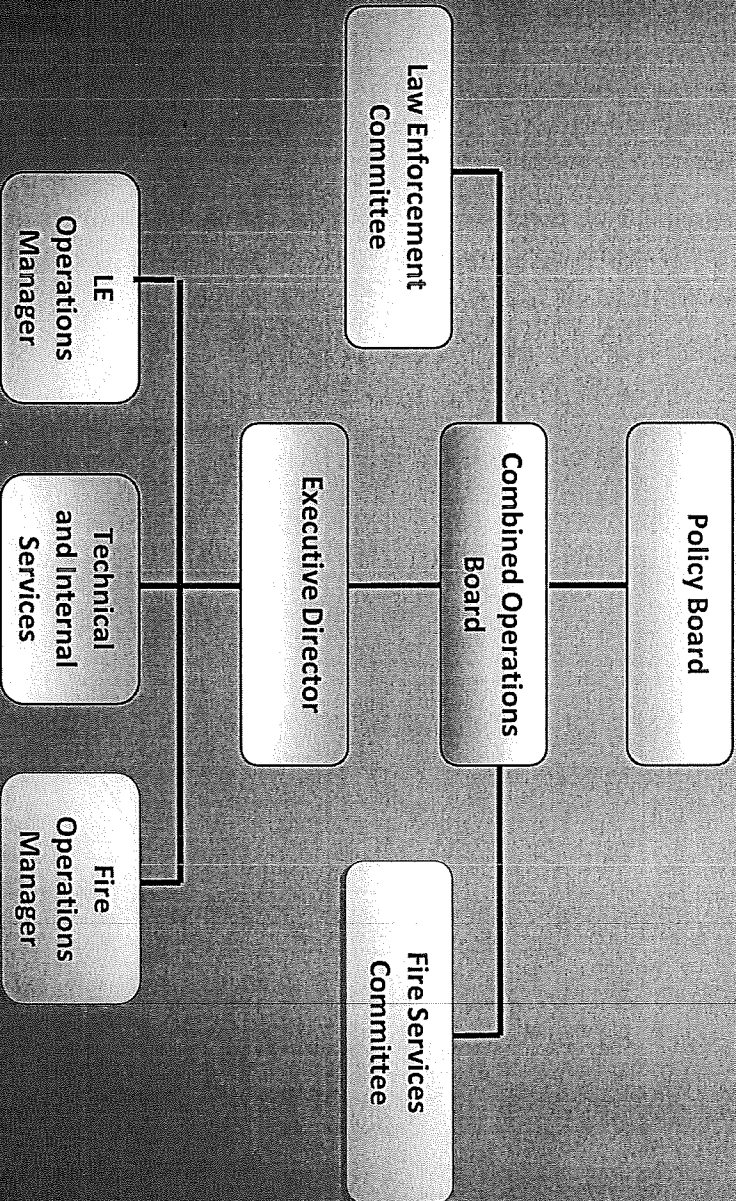
- Improved communications operability – interoperability
- Integrated dispatch

Funding Sources

- E911 excise tax, 1/10 of 1% sales tax levy, grants

Better protection.

Governance structure



Who will be served by South Sound 911?

Served by LESA:

UP
Gig Harbor
DuPont
Steilacoom
Edgewood
Roy
Fircrest
Pierce County
Tacoma

Tacoma Firecomm:

Tacoma
South Hill
Fife
Puyallup
Summit
Midland
Parkland
Spanaway
Frederickson
Lakewood
Ruston

Pierce Firecomm:

Lakewood
University Place
Gig Harbor
Browns/Dash Point
Riverside
Key Pen
Bonney Lake
Graham
Orting Valley
Sumner
Ashford/Elbe
Anderson Island
DuPont
Eatonville
Ruston
Steilacoom
Milton
Edgewood
South Prairie
Wilkeson
Roy

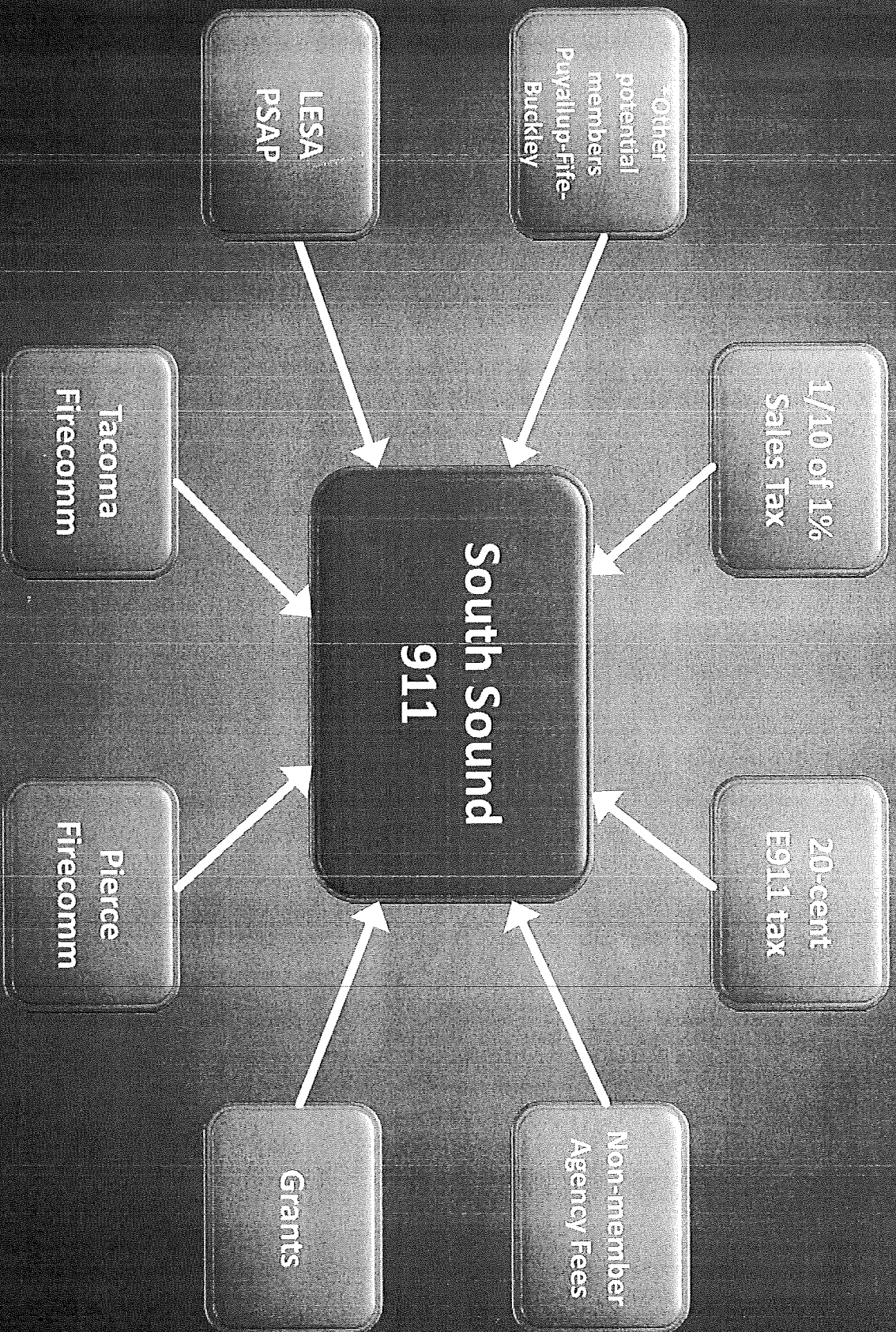
What are the benefits to South Sound 911?

- Improved radio communications
 - ✓ Reduce coverage gaps
 - ✓ Improved audio quality and clarity
- Improved operability and functionality
 - ✓ Radio is better able to accommodate data (text messaging, GPS, and video)
 - ✓ Better able to interface with computers in an IP environment

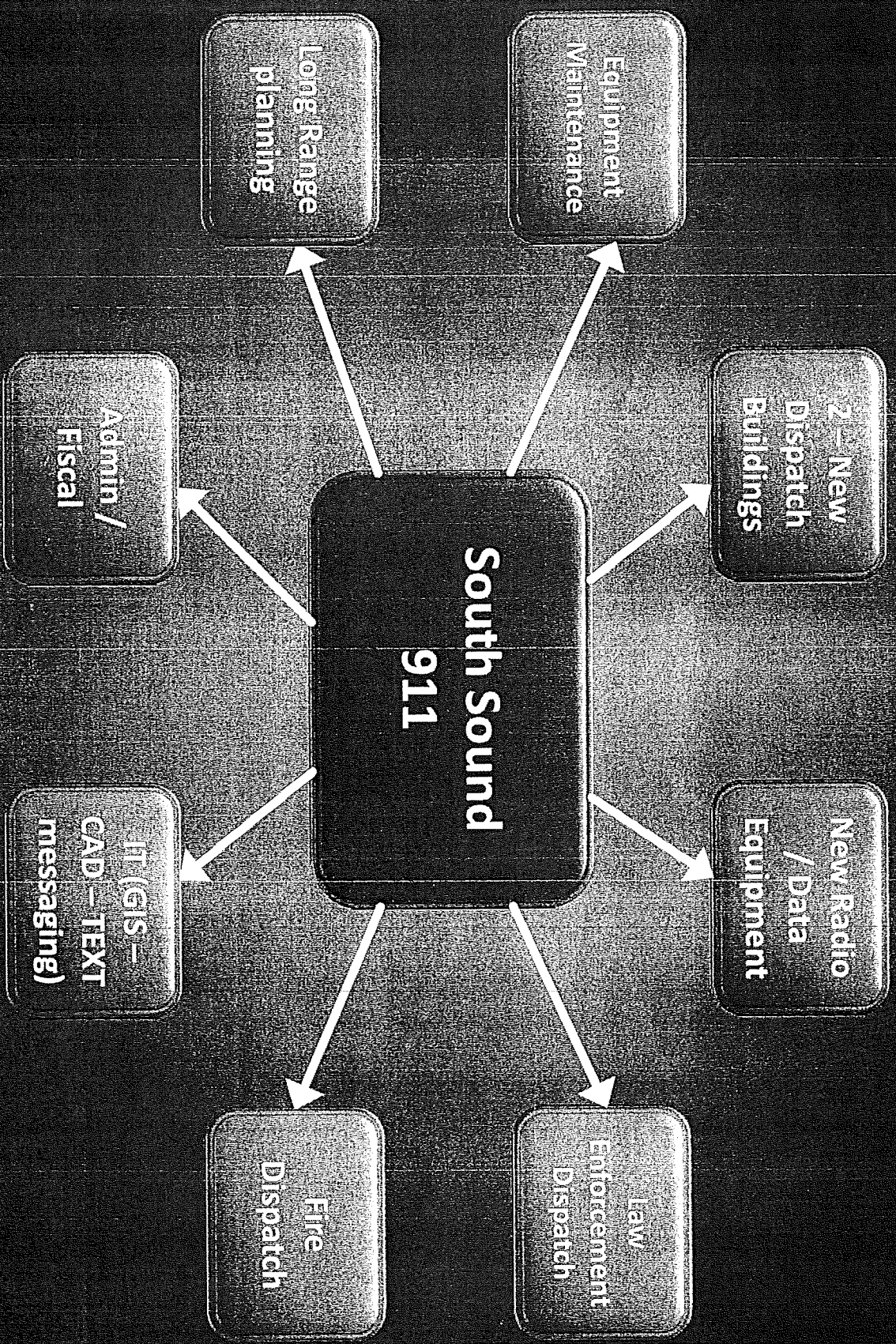
What are the benefits to South Sound 911?

- Greatly improve interoperability
- Allow accessibility to all first responders and essential public agencies
 - ✓ Allow radio communication easily with King and Snohomish Counties
 - ✓ Accommodates unique features
 - ✓ Eliminate the need for multiple radios in each vehicle
- Streamlines existing Countywide systems
- Provides opportunity for economies of scale/efficiencies

Annual Funding Model - Dollars In



Annual Funding Model - Dollars Out



Next steps

Public education
and outreach on
ballot measure

Continue to
engage with
additional
partners


Request to Pierce
County Council to
send the proposal
to the November
2011 ballot

Will we be prepared?





Date: October 6, 2011

To: Mayor & City Council
From: Rob Karlinsey, City Administrator 

Subject: Hospital Benefit Zone Update

Now that the Hospital Benefit Zone (HBZ) sales tax credit has been activated, the 30-year HBZ project list that was adopted in 2006 needs to be updated. In the near future, we will bring forward a proposed 30-year project list for your discussion and consideration. In addition and for the following reasons, we also recommend amending the 5-year HBZ project list (attached) that you approved a few months ago:

1. While all of the projects in the 5-year plan are reasonable and qualify as legitimate projects under the HBZ statute, we recommend an even more conservative approach to project selection, especially as we establish our track record in these first few years of receiving the HBZ sales tax credit.
2. Assumptions and/or conditions of some potential HBZ projects have changed since the 5-year HBZ project list was approved a few months ago. Examples of these changes are described as follows:
 - The BB16 Interchange East Roundabout Gap Meter is currently not on the 5-year HBZ project list. However, we will be recommending that design and installation of the Roundabout Gap Meter occur sooner because this year's traffic count at the roundabout shows that volumes have gone up more than expected. In the near future we may be within the range of volume where we will need to meter the eastbound leg of the east (larger) roundabout. This proposed Roundabout Gap Meter was proposed as one of the necessary network improvements in the 2010 Lochner report.
 - We will also recommend that preliminary design of the Harbor Hill extension begin in 2012 rather than in 2015 as the current 5-year HBZ project list shows. Design of this project needs to move up in the schedule because 1) BB16 Interchange traffic volumes continue to increase, and it behooves us to make the necessary network improvements to take pressure off of the interchange within the 6-years (as recommended in the 2010 Lochner Report); 2) for

financial and capital planning purposes, a better cost estimate needs to be provided for this project, and further design is needed in order to do so; 3) we believe the Harbor Hill extension is at the top of the list with roundabout metering as a more “text book” HBZ project that reflects the more conservative project selection approach as mentioned earlier; and 4) the Harbor Hill extension is adjacent and connected to the Harbor Hill Park design—because these two projects will most likely affect each other, the two should be designed at the same time.

- Design funds for the WWTP Phase II project are identified in 2013 on the approved 5-year HBZ list. We recently received word that design and construction financing for the WWTP Phase II project will likely be obtained through the State’s Public Works Trust Fund; therefore we recommend removing this project from the 5-year list as an HBZ-funded project and instead categorize the project on the local match side of the HBZ equation (the non-state subsidized portion, that is).
- Regarding the Bujacich Lift Station project, we still recommend moving forward with design in 2012, but we recommend that HBZ funds not be allocated for construction until a larger proportion of properties in proximity to the future lift station are more committed to participating in a late comers’ agreement (or other mechanism).
- Austin Street Widening & N. Harborview Closure is currently slated for 2012 on the 5-year plan. Because of recent geotechnical findings, the latest project cost estimates, and the direction given by City Council last month, we recommend that this project be changed to a future roundabout at the Austin/Harborview intersection and be completed at a later date.
- In keeping with the more conservative project selection approach, we will also recommend adding several more asphalt overlay/chipseal projects on arterials in the HBZ.

Most likely at the October 24, 2011 City Council meeting, we will provide, for your discussion and consideration, a proposed 5-year project list as well as a draft update to the 30-year HBZ project list. This list will be based on the project selection criteria that we discussed in prior City Council meetings and study sessions.

In the meantime, please review the attached spreadsheet that contains notes from one of the HBZ study session earlier this year. And don’t hesitate to contact me with questions, ideas, or suggestions.

Thank you.

Approved Hospital Benefit Zone Capital Improvement Plan: 2012-2016

Sources

	2012	2013	2014	2015	2016	Total
1 HBZ State Sales Tax Credit	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000
2 Interfund Loan	\$1,372,000					\$1,372,000
Total Sources	\$3,372,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$11,372,000

Uses

	2012	2013	2014	2015	2016	Total
<i>Projects</i>						
1 Rosedale Sidewalk TIB Grant Match	\$450,000					\$450,000
2 Burnham Overlay (N. Harborview to Borgen/SR16)	\$345,000					\$345,000
3 Peacock Overlay (N. Harborview to 101st St.)	\$200,000					\$200,000
4 Chip Seals & Overlays in the HBZ		\$248,000	\$300,000	\$300,000	\$300,000	\$1,148,000
5 Bujacich Lift Station and Force Main	\$1,505,000	\$645,000				\$2,150,000
6 Burnham Drive Widening (Preliminary Engineering Only)		\$300,000	\$300,000			\$600,000
7 Skansie/Rosedale Turn Lane			\$100,000	\$850,000	\$275,000	\$275,000
8 Harborview Dr. Ped & Parking (Rosedale to Stinson)	\$822,000					\$950,000
9 Harbor Hill Drive Extension (Preliminary Engineering Only)			\$400,000	\$400,000		\$800,000
10 Stinson/Rosedale Turn Lanes			\$280,000			\$280,000
11 Austin St. Widening & N. Harborview Closure		\$600,000				\$600,000
12 WWTP Phase II Expansion (Engineering Only)	\$50,000					\$50,000
13 Gig Harbor North Park (Prelim. Design for Grants)	\$3,372,000	\$1,493,000	\$980,000	\$1,850,000	\$975,000	\$8,670,000
Subtotal Projects						

Debt Service

1 Principle Payment on Interfund Loan	\$452,000	\$920,000				\$1,372,000
2 Interest Payment on Interfund Loan	\$54,880	\$54,880	\$36,800			\$146,560
Subtotal Debt Service	\$54,880	\$506,880	\$956,800	\$0	\$0	\$1,518,560

Total Uses

Total Uses	\$3,426,880	\$1,999,880	\$1,936,800	\$1,850,000	\$975,000	\$10,188,560
-------------------	--------------------	--------------------	--------------------	--------------------	------------------	---------------------

Local Match Sources

	2008-2012	2013	2014	2015	2016	Total
1 BB16 Local Sources	\$8,900,000					\$8,900,000
2 Harbor Hill Park Land Dedication	\$2,500,000					\$2,500,000
3 Harborview & Stinson Watermain Replacement (in the zone)	\$1,283,000					\$1,283,000
4 Developer SEPA Improvements & Road Dedications	\$250,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,250,000
5 Lift Station 12 (Woodhill) Upgrade		\$3,000,000				\$3,000,000
6 Gig Harbor North Well #9 Construction			\$5,000,000		\$2,400,000	\$2,400,000
7 Wastewater System Improvements	\$9,500,000	\$1,000,000	\$9,000,000	\$1,000,000	\$3,400,000	\$14,500,000
Total	\$22,433,000	\$1,000,000	\$9,000,000	\$1,000,000	\$3,400,000	\$36,833,000

HBA Project List Evaluation
June 6 Workshop Preliminary Results

PROJECTS	Project Type	Funding within 5 years - HBZ (2011)	5-Year Plan	NOTES	Notes from Council Workstudy Session 6-6-11
1 Rosedale Sidewalk	Transportation	\$450,000	yes	Leverages TIB grant and provides additional non-motorized connection to Cushman Trail, provides safety benefits for pedestrians	
2 Burnham Drive Overlay	Transportation	\$345,000	yes	Will take pressure off of the General Fund; This project is a significant step toward catching up on the City's road maintenance.	
3 Peacock Hill Road Overlay	Transportation	\$200,000	yes	Will take pressure off of the General Fund; This project is a significant step toward catching up on the City's road maintenance.	
4 Annual Road Maintenance in HBZ	Transportation	\$250,000	yes		Added during 6-6-11 meeting - start in 2013
5 Cushman Trail Phase 3 (96th to Borgen)	Transportation	\$ 2,300,000	no	New trail, provides safety benefits for non-motorized modes; \$1 million State grant currently proposed in Senate capital budget. HBZ would provide the required match for this State grant. Should know by end of June if grant will be approved.	Revisit if funding is obtained
6 Cushman Trail Phase 4-a (Borgen to St. Anthony's Hospital)	Transportation	\$ 400,000	no		
7 Cushman Trail Phase 4-b (Borgen to Purdy)	Transportation	\$ 2,000,000	no		
8 BB16 Large Roundabout Gap Metering	Transportation	\$ 190,000	no	Metering increases "gaps" for entrance points that need additional capacity and provides safety benefits.	Revisit as counts get closer to threshold
9 Sehmel Ave - Right Turn Lane at Burnham / SR16	Transportation	\$ 210,000	no		
10 Burnham Dr Bridge - (SR16) Reconfiguring to 4-lanes AND Pedestrian Bridge at BB16	Transportation	\$ 18,130,000	no	Increases traffic capacity at the interchange. Triggers #10, Pedestrian Bridge at BB16	Make 9 and 10 one project
12 Burnham Drive Widening	Transportation	\$1,635,000	yes		Engineering only
13 Skansie / Rosedale Intersection Improvements (Turn-lane)	Transportation	\$ 275,000	yes		
14 Vernhardsen St Improvements (storm, roadway, bicycle & peds)	Transportation	\$ 3,650,000	no		
15 Harborview Dr Ped & Pkg Improvements (Stinson to N.Harborview)	Transportation	\$ 1,500,000	no		Explore scope revision
16 Harborview Dr Ped & Pkg Improvements (Rosedale to Stinson)	Transportation	\$950,000	yes		
17 Harbor Hill Drive Extension	Transportation	\$ 550,000	yes		Preliminary engineering only
18 Stinson / Rosedale Intersection Imp (turn lanes to WB Rosedale)	Transportation	\$280,000	yes		
19 Twawelkax Trail Construction & Trailhead	Transportation	\$ 500,000	no		
20 Millville Sidewalks (included in # 15 above)	Transportation	n/a	no		Dorotich from Rosedale to Harborview
21 Donkey Creek Project - Two-lane Austin & Close N. Harborview	Transportation	\$822,000	yes		Pending refined cost estimates
22 Downtown Parking Lot (no location identified)	Transportation	Unknown	no		
1 GH North - 7acre Park Development	Parks	\$ 1,950,000	no	Cost to the City could be less than \$1.95m if community groups contributed.	Wait for Parks Commission recommendation
2 Wheeler Street-End Pocket Park	Parks	\$ 80,000	no		Wait for results of legal work
3 Crescent Creek Park Play Structure	Parks	\$ 200,000	no		General fund
4 Rohwer Property - Park Development	Parks	\$ 500,000	no		Consider a visioning sooner than 5-6 years
5 Masonic Building - Property Acquisition (PROS plan, p.49)	Parks	\$ 350,000	no		
6 Donkey Creek Corridor (Conservation Acquisitions - PROS , pg 48)	Parks	\$ 1,500,000	no		
7 Maritime Pier	Parks	\$ 390,000	no		Grant funding obtained
8 Bogue Park - Visitors Pier	Parks	Unknown	no		
1 Bujacich Lift Station - (17A) and Force Main*	Sewer	\$ 2,150,000	yes		Outreach to current holders of scrc's to help fund
2 Wastewater System Imp - Annual Debt Service Assistance	Sewer	\$ 300,000	no		
3 Woodhill Lift Station - No. 12 Upgrade	Sewer	\$ 1,600,000	no		Verify cost estimate, revisit after investigation re: Canterwood
4 WWTP Phase 2 Expansion	Sewer	\$600,000	yes		Engineering only - revisit when completed
1 GH North Well - No. 9 Construction	Water	\$ 4,000,000	no		True cost, how far behind is the City's application, other info
1 PW Shop Facility Bulk Fuel Storage	Other	\$ 27,000	no	Emergency Preparedness Benefit	General fund - operating
2 PW Shop Facility Expansion	Other	\$ 400,000	no	The \$400,000 cost is the approximate amount attributable to the HBZ	