

**GIG HARBOR
CITY COUNCIL MEETING**



February 24, 1997

7:00 P.M., CITY HALL COUNCIL CHAMBERS

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
February 24, 1997 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

1. Puget Sound Regional Council - General Assembly Meeting.
2. The Devolution Project - Tacoma/Pierce County.
3. Greater Pierce County Community Network - Meeting Agenda. (in reading basket)

OLD BUSINESS:

1. Second Reading - Street Name Ordinance.
2. Resolution - Forming an Ad Hoc Committee to Review the Sign Code.

NEW BUSINESS:

1. First Reading - Westside Annexation Ordinance.
2. Pierce County Emergency Management Agreement.
3. Resolution - Council Policy on the Processing and Issuance of Development Permits in Newly Annexed Areas.
4. Resolution - Appointments to Building Code Advisory Board and Terms of Office.
5. Kimball Drive Sanitary Sewer Improvements - CSC.

MAYOR'S REPORT: Our Children Are In Trouble.

COUNCIL COMMENTS:

STAFF REPORTS:

ANNOUNCEMENTS OF OTHER MEETINGS:

Sign Code Meeting - March 6, 1997 - 7:00 p.m. at City Hall.

APPROVAL OF BILLS:

EXECUTIVE SESSION: For the purpose of discussing litigation and potential litigation.

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 10, 1997

PRESENT: Councilmembers Platt, Picinich, Markovich, Ekberg, Owel and Mayor Wilbert.

SPECIAL PRESENTATION:

1. Presentation to Officer Mark Galligan - 20 years service. Mayor Wilbert introduced Officer Galligan and congratulated him on his 20 years of service to the City of Gig Harbor on the Police force. She presented him with a silver lapel pin representing the City burgee.
2. WSDOT / Technical Team - Update on SR 16/Tacoma Narrows Bridge Project. Bob Kahn, Finance Director for the State Department of Transportation, explained the purpose of the study being done on SR 16/Tacoma Narrows and introduced Tom Horken from United Infrastructure Company. Mr. Horken gave a brief history of the traffic on the Narrows Bridge corridor and gave an overview of the status of the study underway.

PUBLIC COMMENT/DISCUSSION:

Harry Dearth - 4119 10th St NW. Mr. Dearth said he was representing the Gig Harbor Waterfront Retail and Restaurant Association. He read a prepared letter stating their mission and encouraging cooperation from the City in matters such as parking, signage, street lighting, seasonal decoration, and asking that the businesses be included in the distribution of funds accruing from the 2% lodging tax.

Jack Bujacich - 3607 Ross Ave. Mr. Bujacich said he had received notice of a public hearing for an agenda item at this meeting but the letter also stated that only the appellant would be allowed to speak. He said he thought the process should allow all interested parties to speak during a public hearing, and asked that consideration be given to changing the process.

Phil Arenson - 7750 Kimball Dr. Mr. Arenson said he was speaking on behalf of the business community and said that their past position has been to try and work out problems regarding the sign code and its administration through negotiation and mitigation. He added that initiating a review of the sign code is the right first step in an equitable process and urged the City Council to sign a resolution forming an Ad Hoc committee to facilitate this review.

Lois Eyrse - 7116 Stinson Ave. Ms. Eyrse said she was representing the Gig Harbor Peninsula Chamber of Commerce in response to the City Council's proposal to review the City sign code. She read a resolution passed at the Chamber's board meeting urging the creation of an Ad Hoc committee.

Candy Shuman - 3311 Harborview Drive. Ms. Shuman, owner of the Harbor Peddler, stressed how important tourism is to the downtown businesses, which would be discussed on the agenda at a later time.

Linda Gair - 5001 38th Ave. Ms. Gair, who owns two businesses in the Harbor, said she would like to offer her approval of the Waterfront Restaurant and Retail Association's intent to work with the Council and to improve business for everyone. She added that she is also on the board of directors for the Chamber of Commerce and that they are sincerely working to unite both the city, the residents and businesses.

John Paglia - 820 E 'D' St., Tacoma. Mr. Paglia asked for clarification on whether or not anyone but the appellant would be able to speak during the Philpott agenda item.

Carol Morris said no one other than the person appealing the decision would be able to speak.

Diane Skaar - 9320 74th Ave NW. Ms. Skaar said she also would like to add her support of the formation of an Ad Hoc committee. She read a "homily" to illustrate her frustration.

Renee Crist - 6876 Kimball Drive. Ms. Crist talked about her problems with the sign code, which she called vague, poorly written, open to interpretation, not providing helpful information, and difficult and expensive to enforce. She added that she thought the City could do better and requested review of the sign code by an Ad Hoc committee to make the document more "user friendly."

Councilmember Picinich said he would like to more fully discuss this issue later during the Council Comments portion of the agenda, but added that he would like to empower the Planning Commission to form an Ad Hoc committee. He said he would also like the City to have a "cooling-off" period in response to violations. He said this period during which the sign code was being reviewed could be used to educate the business owners.

CALL TO ORDER: 7:44 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the January 27th, 1997 meeting as presented.
Platt/Picinich - unanimously approved.

CORRESPONDENCE/PROCLAMATIONS:

1. Dept. of Defense - Civic Leader Orientation. Mayor Wilbert invited any of the Councilmembers who might be interested to participate in a civic leader orientation flight on February 19th.
2. Pierce County Parks & Recreation - Open Space Planning. Mayor Wilbert said that Pierce County Parks & Recreation had scheduled a series of meetings to plan the open spaces and encouraged participation.
3. P.C. Council - Public Works Committee Hearing. Mayor Wilbert announced the meeting date and time.

4. Letter from Burt Talcott. Mayor Wilbert said this letter was thanking the city for the process recently accomplishing the Westside Annexation.
5. AWC - Matching Grant / 1997 Wellness Calendar. Mayor Wilbert talked briefly about this letter awarding the City \$150 in matching grant funding for the upcoming 1997 Wellness program.
6. Alan Thein Durning - Presentation and Book signing. Mayor Wilbert spoke briefly about this Urban Ecology presentation.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Hearing Examiner Decision and Recommendation on Remand -- SPD 95-06, Robert Philpott; Appeal of the Hearing Examiner's Decision on SDP 95-06 - Appealed by Robert Philpott. Carol Morris, legal counsel, referred Councilmembers to her memo in the packet recommending that Council continue the appeal hearing until after Mr. Philpott had the opportunity to complete the process for the alternative materials and methods section of the Uniform Fire Code. She explained that Mr. Philpott had applied for a variance from the Uniform Fire Code provision, and that the Fire Marshall had not yet made a decision. She further explained that Mr. Philpott would have the option to appeal that decision to the Building Code Advisory Board. Ms. Morris added that after all appeal methods had been exhausted, then the Council could accept the appeal and make a decision at that time.

Ms. Morris then addressed Mr. Bujacich's comments at the beginning of the meeting that only the appellant was being allowed to speak during the appeal hearing. She explained that these procedures as adopted by the City Code to conform with the Regulatory Reform Act, which requires that only one open record hearing and one closed record appeal. So the procedures that have been adopted conform to State law and the City cannot vary from them.

Steve Osguthorpe answered Councilmember Markovich's questions regarding the status of the shoreline permit and site plan permit.

MOTION: Move we continue this decision on the Hearing Examiner's recommendation until the Fire Marshal has made his decision and all appeals have been exhausted.
Picinich/Ekberg - unanimously approved.

2. First Reading - Street Name Ordinance. Steve Bowman presented this ordinance that would designate certain areas within city limits to remain historic for street naming purposes and the remaining, existing streets in the newly annexed areas to be allowed to remain numbered streets. He answered questions and added that the ordinance would return at the next

meeting for a second reading.

3. 1997 Department of Assigned Counsel Contract. Mark Hoppen introduced this renewal of a contract for Assigned Counsel. He explained that the contract was identical to last year's, other than an approximate 18% increase in costs, the first increase in three years.

MOTION: Move to approve the Department of Assigned Council contract for 1997 and authorize the Mayor to sign the same.
Markovich/Picinich - unanimously approved.

4. Introduction - Concurrency Ordinance. Carol Morris introduced this proposed ordinance and explained that would affect transportation improvements due to development. She added that the proposed ordinance would be presented to the Planning Commission for review and public hearing and sent to DCTED sixty days prior to adoption. She further stated that when this process was completed, the ordinance would return to Council for adoption.

5. Supplemental Insurance Purchase. Mark Hoppen presented this policy for additional coverage for the portion of the claims-made coverage within the body of the City's former Reliance coverage.

MOTION: Move we approve the purchase of this coverage for the premium price of \$5,662.12.
Ekberg/Markovich - unanimously approved.

6. Maintenance Agreement - Minolta. Molly Towslee explained that the maintenance agreement for the older Minolta copier at the Public Works Shop had expired and recommended approval of the new agreement.

MOTION: Move to approve the copier maintenance agreement in the amount of \$174.00 plus tax.
Owel/Ekberg - unanimously approved.

7. Liquor License Assumption - Uddenberg's Thriftway, Stockmarke Foods. No action taken.

8. Liquor License Renewals - Spiro's Pizza, The Keeping Room. No action taken.

MAYOR'S REPORT: None scheduled.

COUNCIL COMMENTS:

Councilmember Markovich voiced support for Councilmember Picinich's suggestion to form an Ad Hoc committee to review the sign code. He said that many of the people that were directly impacted were not included in the process to develop the code. He added that he felt it was the Council's obligation to look at the code again on a line-by-line basis and said he thought the fine aspect of the

code should be placed under moratorium while reviewing the code. He offered to serve on any committee formed to review the code and the process of administration.

Councilmember Picinich also volunteered to serve. He added that he thought the sign code was a good document and could be made workable so both merchants and city officials could work together. He mentioned a moratorium or "cooling off" period where no fines would be levied until the committee could be formed and the sign code reviewed.

Councilmember Ekberg said that it was his intent when he suggested having the Planning Commission take another look the sign code to make it easier to administer. He said that there were several public hearings during the process to develop the code and it was not his intent to review the existing sign code line by line. He added that the results from the Planning Commission's public forum would give a better idea which direction to take. He said he would be willing to meet with another Councilmember, Ray and Steve Osguthorpe to discern how to better handle the situation now.

Councilmember Markovich said he felt the formation of an Ad Hoc Committee would be a substantial gesture of cooperation and conciliation with respect to the business community. Councilmember Picinich said an Ad Hoc committee with Council representation would serve the purpose well and he again mentioned the 'cooling off' period. He asked staff about outstanding violations.

Steve Osguthorpe gave an overview the process to date. He added that there were only a few issues left to be resolved, and that 85% of the violations notices were for existing signs that were installed without a permit, which had very little to do with the new sign code. He said that the process to educate the business population had been a main focus.

Councilmember Platt asked Steve what impact delaying any further fines for 90 days would have. Steve said he was concerned that some folks would feel they were being treated differently. He added that staff had been extremely careful to avoid that.

Councilmember Owel said she thought there was a percentage of business owners that found the threat of accruing fines intimidating enough to prevent them from seeking a solution. Carol Morris explained the process to mitigate fines. She offered to come back with a Resolution to form an Ad Hoc committee and place a moratorium on fines.

Ray Gilmore said he did not object to forming an Ad Hoc committee, but he suggested letting the public hearing process take place and then the Planning Commission could make an appropriate recommendation. Councilmember Ekberg agreed with this. Councilmember Owel mentioned the Westside Sub-Area committee which also address some of the same issues. Councilmember Platt suggested separating the issues and dealing with forming an Ad Hoc committee and stopping the accrual of fines, which he strongly supports, as another.

Carol Morris was instructed to come back with a resolution forming a wide-based Ad Hoc Committee to be passed to the Planning Commission for consideration.

Councilmember Platt made a public statement that the City of Gig Harbor is a business friendly community and proposed the following motion:

MOTION: Move we impose a delay of accrual of any fines relating to the sign code for a period of 90 days for any of the recently issued violations.
Platt/Markovich -

Councilmember Ekberg asked for clarification on whether this meant fines accruing from this day forward for 90 days, or whether it would wipe out the fines altogether. Councilmember Platt said he would like to see all fines removed. Councilmember Ekberg said he would like to review the cases before doing that to find out what the infractions were for and the amounts. He offered to meet with another Councilmember and staff and return at the next meeting with a recommendation.

AMENDED MOTION: Move to impose a delay of *further* accrual of fines for a ninety day period and review the existing violations on a case by case basis.
Picinich/Ekberg - unanimously approved.

STAFF REPORT:

1. Chief Mitch Barker - GHPD Stats. Chief Barker spoke briefly about the hiring process for new officers, which was moving along on schedule. He added that he could not reserve spots during the March academy, but that he was working on reserving four slots in the April academy in anticipation of hiring new officers.

Mayor Wilbert commended Officer Emmett and the D.A.R.E. program. She gave a brief report on comments she had received regarding the program.

2. Carol Morris introduced James Fern, newly hired to Ogden Murphy and Wallace. She gave a brief overview of his background and added that he would be assisting her with planning and land use issues.

ANNOUNCEMENT OF OTHER MEETINGS:

Sign Code Meeting - March 6, 1997 - 6:30 p.m. at City Hall.

APPROVAL OF BILLS

MOTION: Move approval of checks #17280 through #17371 in the amount of \$113,633.84.
Owel/Ekberg - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: Move approval of checks #13642 through #13766 in the amount of \$216,138.14.
Owel/Platt - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:54 p.m. for approximately fifteen minutes for the purpose of discussing litigation and potential litigation.
Picinich/Ekberg - unanimously approved.

MOTION: Move to return to regular session at 9:10 p.m.
Ekberg/Picinich - unanimously approved.

MOTION: Move that we mitigate the fines to the Peninsula School District to the amount of \$400 to cover the City's actual occurred cost for the violations at Gig Harbor High School and Harbor Ridge Middle School.
Platt/Picinich - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:20 p.m.
Platt/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 451 Side A 069 - end.
Tape 451 Side B 000 - end.
Tape 452 Side A 000 - end.
Tape 452 Side B 000 - 357.

Mayor

City Administrator



FEB 10 1997

10:00 AM '97

IMPORTANT -- MEETING NOTICE

MEMORANDUM

February 5, 1997

To: General Assembly Members and Interested Parties

From: Executive Doug Sutherland, President
Puget Sound Regional Council

Subject: Meeting Date for General Assembly Meeting

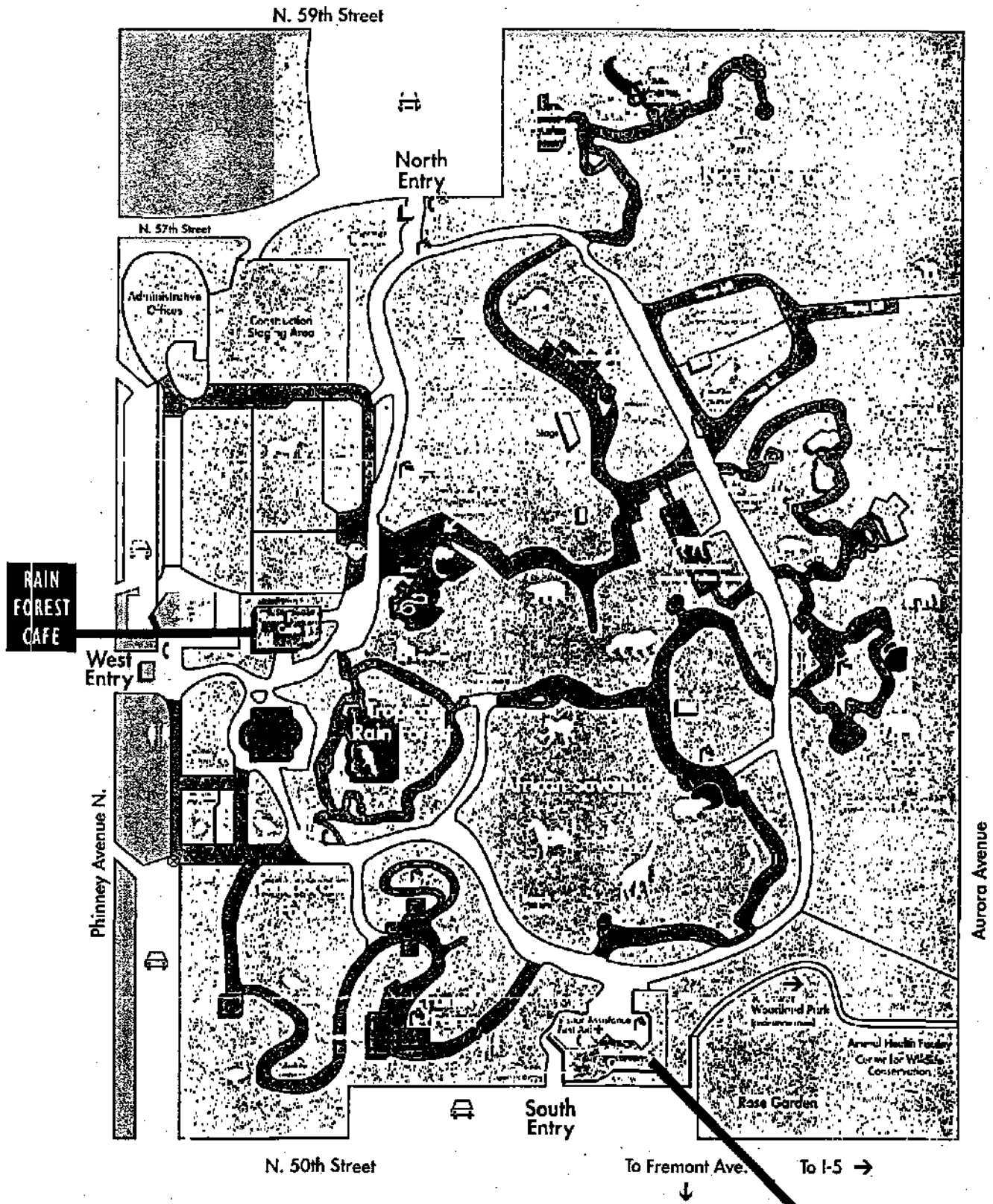
The General Assembly will meet on Thursday, March 13, 1997, to elect new officers and approve a fiscal year 1998 Budget and Work Program (for July 1, 1997, to June 30, 1998). Other items on the agenda include reports from the Countywide Planning Organizations and release of the Regional Council's first VISION 2020 Monitoring Report. A reception and dinner will follow the business meeting. During the dinner, we will present the second annual VISION 2020 Awards that honor outstanding efforts in our region that help implement VISION 2020. Further information on the dinner program, as well as a meeting agenda, will be mailed to you in the coming weeks.

Please mark your calendars:

**GENERAL ASSEMBLY MEETING
THURSDAY, MARCH 13, 1997
3:30-8:00 P.M.
Woodland Park Zoo**

Seattle, Washington (Map Attached)

To help us plan for this meeting, please mail or FAX your registration by Monday, March 3, 1997 to: Angela Banbury, Puget Sound Regional Council, 1011 Western Avenue, Suite 500, Seattle, Washington 98104-1035; FAX (206) 587-4825.



Driving Directions to the Zoo

BY CAR: From northbound or southbound I-5, take the N.E. 50th St. exit (#169). Go west 1.3 miles to the South Entry at N. 50th St. & Fremont Ave. N. or around the corner to the West Entry at N. 55th St. & Phinney Ave. N.

BY BUS: From downtown Seattle, take METRO bus #5 north from 3rd Ave. & Pine to the west entry at N. 55th St. & Phinney Ave. N.



PUGET SOUND REGIONAL COUNCIL • 1997 GENERAL ASSEMBLY MEETING
T H U R S D A Y • M A R C H 13, 1997
W O O D L A N D P A R K Z O O • S E A T T L E

General Assembly Meeting Education Center Auditorium 3:30-5PM
Reception Rain Forest Cafe 5-6PM
Dinner, VISION 2020 Awards Presentation and Guest Speaker
..... Rain Forest Cafe 6-8PM

YES, I will be attending the PSRC 1997 General Assembly Meeting

Name

Title

Jurisdiction/Organization

Address

City/ZIP

Phone/FAX

YES, I will be staying for dinner (\$25 per person), my dinner choice is:

- Roast prime rib of beef with creamy horseradish sauce
- Baked chicken breast filled with spinach, pine nuts, cheese and topped with saffron sauce
- Manicotti stuffed with three cheeses and with white garlic cream sauce

NO, I will not be staying for dinner

Please mail or FAX your registration by Monday, March 3, 1997 to:

Angela Banbury • Puget Sound Regional Council
1011 Western Avenue, Suite 500
Seattle, Washington 98104-1035
FAX (206) 587-4825



Please make checks payable to *Puget Sound Regional Council - Registration*. No refunds will be made on cancellations received after March 10. All refund requests must be made in writing. Please mail checks to the above address, and for more information, contact Angela Banbury at (206) 587-4821.

Parking is available for \$3.50 per vehicle (free after 4PM) at the Zoo's West Entry — N. 55th St. & Phinney Ave. N. (see enclosed map). Registration includes admission to the Woodland Park Zoo.

THE DEVOLUTION PROJECT

STEERING COMMITTEE:

TACOMA/PIERCE COUNTY, WASHINGTON

The Boeing Company
Linda Testa

**Ben B. Cheney
Foundation**
Ken Ristine

**The Children's
Alliance**
Peter Berliner

**Comprehensive Health
Education Foundation**
Larry Clark

**Department of Social
& Health Services**
Lyle Quasim

Human Services Coalition
David Ottey

The Forest Foundation
Gail T. Weyerhaeuser

Fuchs Foundation
Kim Cacace
Gordon Jenkins

**Grantmaker
Consultants, Inc.**
Frank Underwood
Linda BeMiller

**Greater Tacoma Community
Foundation**
Margo McGroarty

Key Bank
Dave Parent

D.V. & Ida McEachern Trust
Kim Cacace

Pierce County
Daisy Stallworth

City of Tacoma
Ray Corpuz
Juli Wilkerson

United Way of Pierce Co.
Rick Allen

**Weyerhaeuser Company
Foundation**
Liz Crossman

FISCAL SPONSOR

**Greater Tacoma
Community Foundation**
PO Box 1995
Tacoma WA 98401-1995

STAFF:

Bev Bright
3414 No 24
Tacoma WA 98406
PH 206 756 9170
FX 206 756 8788

The Devolution Project was created by a group of local funders wishing to take a systematic look at the impact of devolution on human services in Tacoma/Pierce County.

Members of the steering committee provided initial funding for a data gathering effort to provide the best available information and analysis for the community. An Executive Summary of this research effort is enclosed.

It is clear that the impact of reduced federal funding will seriously affect the delivery of human services in Tacoma/Pierce County.

An open community meeting has been scheduled for:

Wednesday, February 26, 1997
Rialto Theater
3-5 p.m.

A brief presentation will be made and copies of the full report will be available at this important meeting. Those attending will be asked for their comments, concerns and suggestions for future action.

Please share this invitation and information with members of your board or other interested parties.

EXECUTIVE SUMMARY

Devolution

Devolution has been defined as the transfer of responsibility from the federal government to states and local governments. As a result of the bipartisan commitment to reduce federal spending, states and local governments as well as private non-profits are currently experiencing reductions in federal funds. By increasing the use of block grants, the federal government may reduce the total of dollars provided but offer state and local governments more flexibility in allocating resources with less restrictions due to federal rules, regulations and oversight. However, local government and human service agencies can expect that there will be fewer individual grant offerings available. To date, initial cuts may seem small, but are expected to escalate. Eventually state and local governments as well as private non-profit organizations will have to develop a response to loss of federal funding.

It is very difficult to quantify the total federal resources which currently support human services in the Tacoma/Pierce County Community. Without this base line, it is also difficult to project the impact of reduced federal funding. Decisions made this year by the Washington State Legislature will affect the levels of need which local human service providers will address. There may be no specifics regarding federal funding for the future, but a strong case can be made for the expectation that federal support for human services will continue to decline.

Welfare Reform

In August of 1996, President Clinton signed the Personal Responsibility And Work Opportunity Reconciliation Act (PRWORA), commonly called welfare reform. Enactment of this legislation may be the watershed event which most dramatically proclaims the federal government's intent to pass on to states, the authority and responsibility for determining how limited resources will be utilized and what services government can and should provide.

PRWORA replaces current entitlements for Aid to Dependent Children (AFDC) with capped block grants to states entitled Temporary Assistance for Needy Families (TANF). Rolled into the block grant is all funding for Job Opportunity and Basic Skills (JOBS) as well as previously funded child care assistance. There are also substantial changes and cuts in the food stamp program. Supplemental funding for nutrition programs in child and adult day care facilities is reduced. In order to qualify for assistance under TANF, recipients must either work or perform community service. There is a life-time limit of five years for welfare assistance.

State Options

States may continue current welfare programming under existing federal waivers, but all payments for assistance beyond those authorized under TANF must be made using state tax dollars. States may now set eligibility standards of their own, tightening federal requirements or providing state funds for people no longer eligible to receive federal assistance. At first federal funding given to the states under the TANF block grant is approximately the same as provided under entitlements in recent years, but the federal government has capped future block grants at current spending for the next six years. Normal population growth and cost of living increases may limit the ability of

states to maintain current levels of service without substantial additional state expenditures or reductions in services provided.

Other Federal Cuts

Though welfare reform may be getting the most attention, the process of devolution began before enactment of PRWORA and affects a broad range of community and human service programs. If welfare is defined to mean any income-tested or needs-based service, more than 80 federal programs offer services to poor and needy individuals other than cash assistance. There is clearly a trend being established where federal funding for these programs may be eliminated, reduced or remain stagnant in face of increasing needs. In addition, it can be expected that federal payments to individuals, such as social security, veteran's benefits, Medicare and Medicaid in addition to public assistance, will not grow as fast as in the past.

The magnitude of reductions necessary to balance the budget and eliminate the federal deficit by 2002 will mean even more cuts will be made in funding passed through to states and local jurisdictions. Washington State could lose as much as \$2 billion in federal funding over the next six years based upon estimates prepared by the state's Office of Financial Management. This \$2 billion loss to the state does not include payments to individuals which will be lost due to welfare reform or reductions in funds provided directly to local jurisdictions and local non-profits. Federal funding in support of the arts, environment, farming, education and transportation has already been reduced and further cuts are anticipated. However, it is in the area of human services where local jurisdictions may face the greatest challenges to replace services underwritten with federal funds.

Change to Block Grants

The historic and most significant aspect of PRWORA is the change from individual entitlements to block grants for the states. Only Medicaid, Food Stamps, and SSI, although with new eligibility restrictions, remain as entitlement programs specifically for the poor and needy. Because of this major change in the way federal funds are distributed, states must assume more responsibility for determining how the transition from public assistance to self sufficiency will be supported and what level of services the state is able and willing to provide for people who cannot be served under the TANF block grant. Decisions made at the state level will significantly impact local communities.

Loss of Discretionary Grants

There are a substantial number of discretionary grant offerings made by the federal government each year. Funds are awarded on a competitive basis based upon submitted applications and proposals. Some grants represent one-time funds and others offer multiple-year funding, some with options for renewal. Local units of government and non-profit organizations which have in the past received discretionary grants may find funds for these grants reduced, eliminated or rolled into block grants to states. All indications are that sources of federal discretionary grant funding will be considerably reduced over the next few years.

State Role

With the advent of federal welfare reform, legislators have the opportunity and responsibility to define services which will be provided to Washington's poor and needy. Because the economy is strong, there may be sufficient funding to maintain current programs. This may become more difficult over the next six years as the TANF grant remains capped at FY97 funding and the state faces other reductions in federal funding. Initiative 601 limits the ability of the legislature to spend the total of current tax revenues.

With the advent of increased block granting to states, local governments and private non-profits may face reductions in their ability to solicit grants directly from various federal programs. This may give states increasing authority over the design and funding of local programs.

Local Resources

There is no current way to determine the total amount of federal dollars which underwrite programs in the Tacoma/Pierce County community. Most local programming is derived from a complex mixture of federal, state and local funding as well as volunteer efforts. The same source of federal or state funds may support a mixture of seemingly unrelated local programs. Many local citizens are probably unaware of how dependent local programming is upon federal sources of funds.

Since federal cuts to date have been spread broadly over a number of programs, the initial impact upon local agencies may have required small budget cuts or the need to rely upon the same number of dollars in 1996 as received in 1995. However, there is increasing awareness among local organizations of a growing competition for fewer resources.

Local human service providers are familiar with situations where needs exceed resources. Faced with even greater competition for fewer resources, organizations may increase efforts to improve fund raising which can deflect agency resources from service delivery.

A number of collaborative efforts are underway in Tacoma/Pierce County in which coalitions of providers are coming together to find ways to maximize efforts and reduce duplications. Nevertheless, community and human services programming is competitive and entrepreneurial. In the future, the impact of further reductions in federal spending may see some agencies without sufficient funds to remain viable. The determination of which agencies receive funding is not, however, made solely by those who use programs, it is more often funders who determine which services and agencies will survive.

If state and federal funds for local human services are reduced, the community may seek additional sources of local support in order to maintain basic services for the poor and needy. Untapped resources include increased potential for charitable giving and the hidden strengths and assets many communities find when faced with a crisis.

Local Needs

There are approximately 33,000 households in Pierce County which receive food stamp assistance. This corresponds to census estimates of 35,000 households with incomes at or below 50% of the state median household income. There are approximately 14,000 households in Pierce

County currently receiving public assistance which also correlates closely with census estimates of households with poverty level incomes at or below 25% of median household income.

All 33,000 households receiving food stamps face reductions in monthly allotments. Low-income, working immigrant families face loss of all federal food stamp assistance. Able bodied, non-working, non-parenting adults will only be eligible for food stamps for 3 months during any 36 month period. There are proposals before the legislature to mitigate lost federal assistance through additional state funds.

There are about 1805 children in Pierce County who may lose federal SSI benefits and 350 drug addicted adults and 1100 legal immigrants who will no longer qualify for SSI payments. The state legislature may replace those benefits with some level of state assistance but proposed state allotments are lower than lost federal payments.

Over the next six years, anticipated reductions in federal funding for programs which support families, crime prevention, housing, job training, education and other areas may create serious gaps in the ability of local service providers to respond to existing needs and needs generated by reductions in federal cash payments to individuals.

Regardless of what state assistance is provided, it is clear that local agencies will be serving individuals and families with fewer resources to meet their basic needs.

Local Challenges and Opportunities

Although many agencies in Tacoma/Pierce County have a strong commitment to collaboration and cooperation, these efforts will need to be intensified in order to avoid the negative impacts associated with too many agencies competing for too few resources. Since administrative time is required to achieve effective collaborative and cooperative models, funders who have traditionally rewarded low overhead expenditures or provided funding only for direct services may be unintentionally impairing the ability of organizations to spend the time necessary to initiate meaningful and important changes.

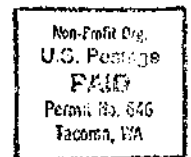
Although accountability for service providers has become a strong theme for funders, to the extent that organizations choose to support individuals most likely to benefit from services provided, it is clear that some needy individuals may be overlooked. With time limits and job requirements bearing down on all public assistance recipients, funders should be aware of unintended consequences of evaluating programs by focusing inappropriately on desired outcomes. Definitions of outcomes may need to be more carefully structured.

Current public opinion may not support funding services for non-working, able-bodied adults but it is clear that there are not enough jobs for under-educated, low-skilled workers currently receiving public assistance. Well-designed community service programs which require reciprocal effort from those receiving benefits, while at the same time developing transferable skills, may be preferable, but will cost more for administration, supervision and staffing than simply providing cash assistance.

Local communities may find it more difficult to maintain support for parks libraries, museums, theaters and musical organizations which enhance the quality of life when faced with replacing lost federal support. The need to find increased local resources for infrastructure improvements, services for the poor and needy and to meet increasing education and public safety needs will require careful planning and allocation of resources.

Devolution presents substantial challenges to local communities to find new and better ways to insure efficient and effective use of public and private funds. With this challenge may also come the opportunity to define a better process for allocating limited resources among many options.

THE GREATER TACOMA COMMUNITY FOUNDATION
The Washington Building, Suite 1016
1019 Pacific Avenue
P. O. Box 1995
Tacoma, Washington 98401-1995



GRETCHEN SWAYZE WILBERT
MAYOR
8825 HARBORVIEW N #8
GIG HARBOR, WA 98332



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: *SB* STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL,
PLANNING-BUILDING DEPARTMENT
SUBJ.: SECOND READING OF ORDINANCE-STREET NAME
ORDINANCE AMENDMENTS
DATE: FEBRUARY 12, 1997

INFORMATION/BACKGROUND

The Gig Harbor addressing ordinance as found in Chapter 12.12 of the GHMC has been interpreted to require that new streets [and existing streets as annexed] shall be named from a historical name list as approved by the City Council. Property owners have been required to change their addressing where existing street names are numbered (IE: 101st Street).

POLICY CONSIDERATIONS

It has been the policy that all street names within the City of Gig Harbor shall be named streets rather than numbered. Historically, the practice of changing street names and the subsequent changing of addresses has typically not been embraced by property owners. Gig Harbor Public Works Department, Planning-Building Department, Police Department and Fire District No. 5 have all indicated their preference to retain the existing addressing system within the areas being annexed to the City of Gig Harbor. The numbered street system is on a grid system which will allow easier identification for emergency response. The proposed amendments to the addressing ordinance will allow the existing street names to remain unchanged except for those streets which are continuations of existing named streets (IE: 96th Street will be changed to Vernhardson Street).

RECOMMENDATION

An ordinance for the amendment of the addressing and street name ordinance is presented to Council for its approval. This is the second reading of the ordinance. It is recommended that the ordinance be adopted as submitted with the necessary revisions as required by the Gig Harbor City Council and City Attorney. It is further recommended that the addressing street name map, submitted as Exhibit "A" shall be modified to include the alternate areas as recommended by Fire District No. 5.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING CHAPTER 12.12 OF THE GIG HARBOR MUNICIPAL CODE, LIMITING THE RENAMING OF CITY STREETS WITH HISTORICAL NAMES TO THE HISTORICAL DISTRICT TO ASSIST EMERGENCY RESPONSE WITH EASIER ADDRESS IDENTIFICATION; AMENDING SECTIONS 12.12.020, 12.12.030, 12.12.040, 12.12.060, 12.12.070, 12.12.080, AND 12.12.090 OF THE GIG HARBOR MUNICIPAL CODE, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Gig Harbor, Washington has adopted the Uniform Fire Code and Section 901.4 of the 1994 Uniform Fire Code enables the City of Gig Harbor to require the addressing of buildings and unimproved properties,

WHEREAS, the City Council of the City of Gig Harbor, Washington has in Chapter 12.12 of the Gig Harbor Municipal Code adopted an addressing and grid system to be used within the jurisdiction of Gig Harbor,

WHEREAS, the City Council of the City of Gig Harbor, Washington has designated a historical district for the naming streets and addressing buildings and unimproved properties,

WHEREAS, the City Council of the City of Gig Harbor, Washington has further determined that existing Pierce County addressing and street names shall be used for buildings and unimproved properties not within a designated historical district,

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **ORDAINS** as follows:

Section 1. Chapter 12.12 of the Gig Harbor Municipal Code shall be amended as follows:

Chapter 12.12 **ADDRESSING AND GRID SYSTEM**

Sections:

12.12.010 Official map.

12.12.020 Definitions.

12.12.030 Way-of-travel designation.

12.12.040 Numerical designation of buildings and real property.

- 12.12.050 Denoting ways-of-travel.
- 12.12.060 Powers and duties of department.
- 12.12.070 Display of designations.
- 12.12.080 Filing fee.
- 12.12.090 Violation - Penalty.

12.12.010 Official map.

A. The official map shall impose upon Gig Harbor a numerical grid as set forth within such official map.

B. The official map is adopted as part of this chapter and incorporated by reference as though fully set forth herein.

C. The official map thereof shall be maintained in the Gig Harbor department of planning. The official map or copy thereof shall be available for public inspection during regular business hours.

12.12.020 Definitions.

Unless the context clearly indicates otherwise, the following terms shall have the meanings which follow:

A. "Department" means the Gig Harbor department of planning and building.

B. "Private driveway" means a way-of-travel which is maintained by one or two dwellings (one duplex) for use as their exclusive access.

C. "Private road" means a way-of-travel which is maintained and has road sign designations posted for use as their exclusive access by more than two dwelling units (triplex or larger).

D. "Way-of-travel" means a roadway of whatever sort, including but not limited to, avenues, boulevards, courts, drives, lanes, places, roads, streets, and ways, which is capable of carrying traffic.

12.12.030 Way-of-travel designation.

The following way-of-travel designations shall apply to way-of-travel names and way-of-travel signs:

- A. Streets are major ways-of-travel which run easterly-westerly.
- B. Avenues are major ways-of-travel which run northerly-southerly.
- C. Drives are winding major ways-of-travel or other major ways-of-travel as designated by the Gig Harbor city council.
- D. The designation "road" as determined by the city council, shall be used only where the name has longstanding meaning or public sentiment.
- E. Places shall be permanently closed avenues which run northerly-southerly.
- F. Courts shall be permanently closed streets which run easterly-westerly, such as a cul-de-sac.
- G. Loops shall be small loop-type streets to carry the name of the street from which they originate.
- H. Lanes or other street names with the (Pvt) designation shall be private roads.
- I. Ways are rights-of-way running at oblique angles to the four points of the compass.
- J. The designations of ways-of-travel existing prior to the adoption of the ordinance codified in this chapter need not be changed to conform to the above requirements unless, in the opinion of the Gig Harbor city council, such change is necessary to promote the intent and spirit of the ordinance or to reduce or eliminate potential confusion.
- K. All proposed names for new or existing ways-of-travel and private roads must be reviewed and approved by the Gig Harbor city council however private driveways are exempted. The proposed name shall come from a list submitted by the Gig Harbor historical society or from other lists as approved by the Gig Harbor city council. All proposed names within the "historical name area" as designated by the official map shall come from a list submitted by the Gig Harbor Historical Society or from other lists as approved by the Gig Harbor City Council. All proposed names outside the "historical name area" as designated on the official map shall conform to the current Pierce County addressing grid numbering system. Ways-of-travel which extend beyond the historical

name district may be designated by the historical name if approved by the Gig Harbor City Council.

L. City ways-of-travel shall not have a number of "N.W." as a designator.

M. All named or numbered arterials shall be signed at intersections. The sign shall carry the street or avenue designation and shall be subtitled the hundred block designation. Private roads shall have the name ending "Lane" or the "Pvt" designation.

Example:

Skansie Avenue 4600

Example:

103rd Street (Pvt) 3901

12.12.040 Numerical designation of buildings and real property.

A. Buildings and unimproved real property, when required to be designated by this chapter, shall be designated numerically. The first numerals of such designation shall consist of the grid block number as shown by the official map in which the building or unimproved real property is situated, e.g., 16, 80, 76. The last two numerals of such designation shall be no less than 01 nor greater than 99 on the north and east sides of the way-of-travel, and no less than 02 nor greater than 98 on the south and west sides of the way-of-travel. The last two numerals shall never be 00 as that designation indicates an entire block. Unless the building lies at the intersection of two ways-of-travel.

Ergo, the complete numerical designation for a building or unimproved real property may be, for example, 1605, 1428, 2882, 4013.

B. Except as provided in subsection C of this section, odd numerical designations shall be assigned to the north and east sides of ways-of-travel and even numerical designations shall be assigned to the south and west sides of ways-of-travel.

The geographic direction of a way-of-travel shall be determined by observing its overall length and noting its general or predominant direction.

When possible, even and odd numerical designations shall be assigned consecutively and opposite one another.

C. Buildings and unimproved real property situated on a circular way-of-travel may be numbered consecutively beginning at the point of origin and proceeding progressively around such circle or loop, provided that such a numbering system is necessary to promote the intent and spirit of this chapter or to reduce or eliminate potential confusion.

D. Each dwelling unit of duplexes, triplexes or fourplexes shall receive a numerical designation.

E. Buildings with multiple ~~habitable~~ dwelling units, such as apartment buildings and condominiums, shall receive one numerical designation. Individual units shall be designated by suffixed letters or numbers.

12.12.050 Denoting ways-of-travel.

All new or replaced signs denoting ways-of-travel shall display the name or numerical designation of the way-of-travel, and the district designation.

A. Signs on city roads shall be placed and maintained by the Gig Harbor public works department.

B. Signs on state roads shall be placed and maintained by the Washington State Department of Transportation.

C. Signs on private roads shall be placed and maintained by the Gig Harbor public works department. All costs incurred by the Gig Harbor public works department shall be borne by the first citizen or developer erecting a structure having a newly developed private road as its access; existing private roads shall have sign erection costs borne by the individual or individuals requesting a street name change. Easements must be recorded which enable access by the Gig Harbor public works department; such easements must be approved by the Gig Harbor public works director.

12.12.060 Powers and duties of department.

A. The department is authorized and empowered to assign and/or change numerical designations of buildings and unimproved real property.

B. The department may use Report No. 332 of the American Society of Planning Officials (published March, 1978) as a guide in the numerical designation of buildings and unimproved real property.

C. When necessary to promote the intent and spirit of this chapter or to reduce or eliminate potential confusion, the department is authorized and empowered to assign and/or require numerical designations of buildings and unimproved real property in a manner other than specified in GHMC 12.12.030, 12.12.040 or 12.12.050.

D. The department is authorized and empowered to promulgate reasonable rules and regulations to implement and ~~affect~~ effect this chapter and to ensure the proper operation of the addressing and grid system.

E. The department shall maintain maps and files which catalog names or numerical designations of ways-of-travel and numerical designations of buildings and unimproved real property.

12.12.070 Display of designations.

A. The owner, occupant, tenant, lessee or any other person or entity with a legal or equitable interest in having an interest in any building which is habitable for residential, commercial, business, storage, or other purposes shall conspicuously display the numerical designation assigned to such building by the department. The numerical designation shall be easily legible with numerals not less than three inches in height and the numerals shall be displayed upon a contrasting background. Numeral and background colors ~~shall to~~ be compatible with the building colors.

The numerical designation shall be displayed upon the building unless the building is not clearly visible from an adjacent way-of-travel ~~in which case~~ For buildings not clearly visible from an adjacent way-of-travel, the numerical designation shall be displayed near the main entrance to the property upon which the building is situated. Sign location and dimensions ~~shall be to be as~~ approved by the department.

B. Buildings which are accessory to buildings which are required to be numerically designated need not, but may, be numerically designated. Unimproved real property need not, but may, be numerically designated.

12.12.080 Filing fee.

A. The department shall collect a \$50.00 filing fee from each applicant requesting a new name or name change to a way-of-travel or private road.

B. When the City changes the names of way-os-travel, no filing fee shall be required.

~~Exemptions shall be as follows: requests by the department to designate new names or change name designations for existing ways-of-travel and private roads.~~

12.12.090 Violation - Penalty.

Violation of any portion of this chapter is ~~an~~ a civil infraction and subject to a penalty of \$100.00 per day as provided in GHMC 1.16.010D.

Section 2. This ordinance shall be in force and take effect five(5) days after its publication of a summary according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ____ day of February, 1997.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen
City Administrator/Clerk

Filed with city clerk: / / 97
Passed by the city council: / / 97
Date published: / / 97
Date effective: / / 97

**PIERCE COUNTY FIRE
PROTECTION DISTRICT NO. 5**

10222 Bujacich Road NW • Gig Harbor, WA 98332
Phone (206) 851-3111 • Fax (206) 851-9606

January 20, 1997

Mr. Steve Bowman, Fire Marshal
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Mr. Bowman:

It is the opinion of Pierce County Fire District #5 that areas of the Gig Harbor Peninsula that are annexed to the City of Gig Harbor after January 1, 1997, shall maintain an addressing system that coincides with that of Pierce County (minus the NW suffix).

The exception would be that newly annexed areas lying south of Vernhardson Street (96th Street NW), east of State Route 16, and north of Olympic Drive would fall into the current city system of assigning historic names.

A named or numbered arterial that falls within the City of Gig Harbor boundaries by annexation would carry the named street or avenue designation and be subtitled with the hundred block designation.

Example

Skansi Ave. 4600

Example

Vernhardson St. 9600

The exception to the previous paragraph is that Wollochet Drive and Pioneer Way will remain as is and the common denominator will be State Route 16.

All new name designations should be reviewed by Pierce County Fire District #5 as it has worked well in the past to avoid duplication with county road names.

Any further questions, please feel free to contact me.

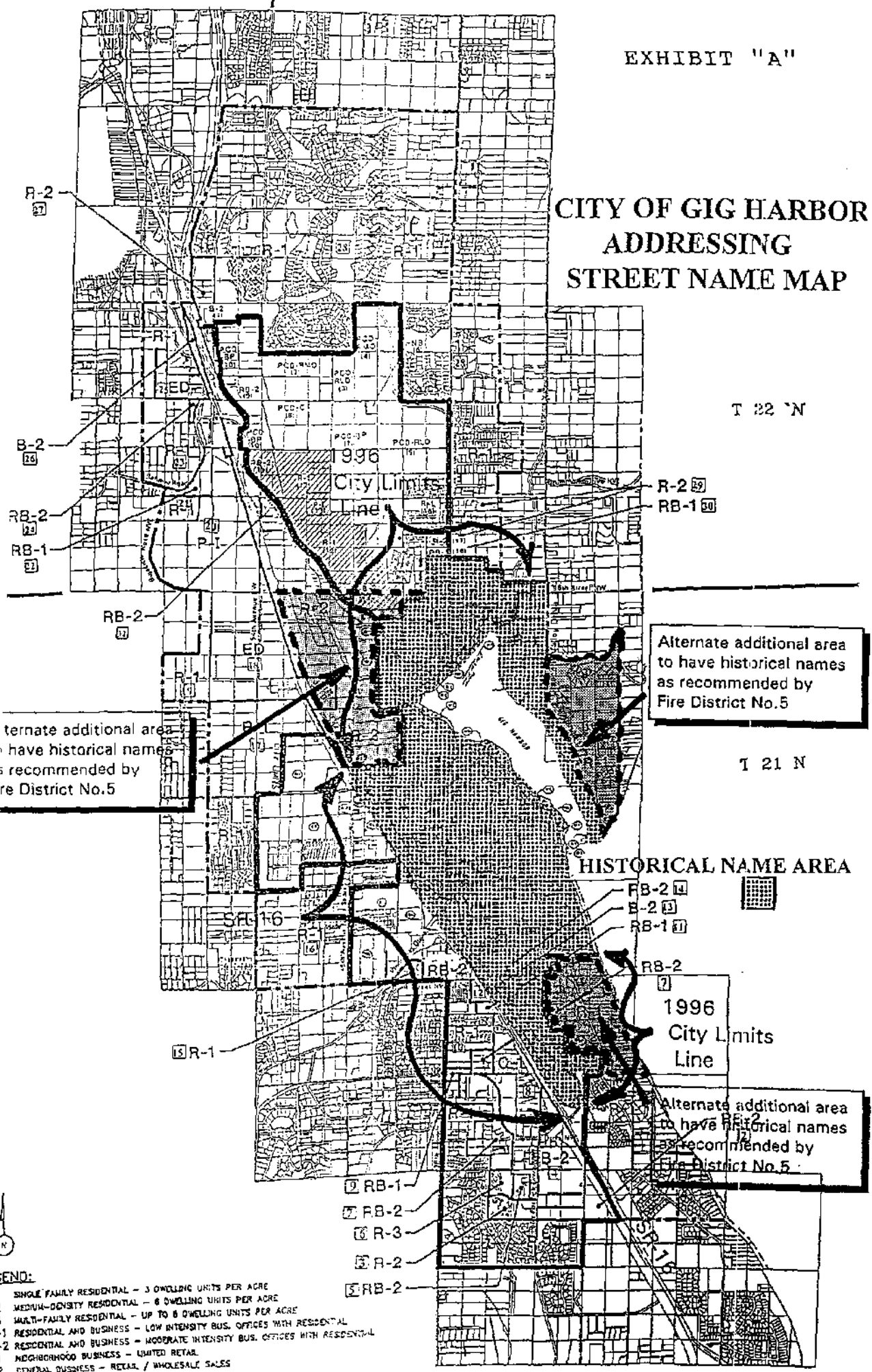
Sincerely,



Glen R. Stenbak
Assistant Chief, Support Services

GRS/kf

CITY OF GIG HARBOR ADDRESSING STREET NAME MAP



Alternate additional area to have historical names as recommended by Fire District No. 5

Alternate additional area to have historical names as recommended by Fire District No. 5

Alternate additional area to have historical names as recommended by Fire District No. 5

- LEGEND:**
- 1-1 SINGLE FAMILY RESIDENTIAL - 3 DWELLING UNITS PER ACRE
 - 1-2 MEDIUM-DENSITY RESIDENTIAL - 6 DWELLING UNITS PER ACRE
 - 1-3 MULTIFAMILY RESIDENTIAL - UP TO 8 DWELLING UNITS PER ACRE
 - RB-1 RESIDENTIAL AND BUSINESS - LOW INTENSITY BUS. OFFICES WITH RESIDENTIAL
 - RB-2 RESIDENTIAL AND BUSINESS - MODERATE INTENSITY BUS. OFFICES WITH RESIDENTIAL
 - B-1 NEIGHBORHOOD BUSINESS - LIMITED RETAIL
 - B-2 GENERAL BUSINESS - RETAIL / WHOLESALE SALES





City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Planning Staff
SUBJ.: Resolution - Draft Resolution Creating a Citizen Advisory Committee to Study the City of Gig Harbor Sign Code
DATE: February 19, 1997

Background/Summary

Per Council's request, legal staff has prepared a resolution establishing a citizens advisory committee (CAC) to study the city sign code.

Policy Issues

According to the draft resolution, the roll of the CAC is to make a recommendation to the city council on possible adjustments to the sign code.

Fiscal Impact

Potential costs would be associated with staffing the committee and providing necessary resources as required (facilities, copying, publication costs, etc). No cost estimate is offered at this time until a scope of work is developed.

Recommendation

At the previous Council meeting, Planning-Building staff advised the Council that the Planning Commission desires that the conderation in forming a CAC to study the sign code be deferred until the public sign forum is completed. At this point, it is premature to guess what the relevant issues are and whether or not the Planning Commission feels that a CAC is even necessary. Nonetheless, the resolution is submitted for your review.

0008.150.026
JLS
02/18/97

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, CREATING A CITIZENS ADVISORY COMMITTEE TO STUDY THE GIG HARBOR SIGN CODE AND TO MAKE RECOMMENDATIONS TO THE CITY COUNCIL.

WHEREAS, RCW 35A.63.120 provides that administrative responsibilities for zoning and planning may be assigned to boards or agents as deemed appropriate by the City Council, and

WHEREAS, the City Council seeks to obtain complete and detailed input from Gig Harbor citizens on proposed revisions to the Sign Code, and

WHEREAS, the City Council desires to create a Citizens Advisory Committee to ensure additional citizen input on the proposed revision to the Gig Harbor Sign Code, now, therefore,

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

Section 1. Committee Membership.

A. Creation. The City Council hereby creates a Citizens Advisory Committee (hereinafter "the Committee") for the purpose of studying the Sign Code, Chapter 17.80 of the Gig Harbor Municipal Code, and making recommendations for amendments to the Sign Code to the City Council.

B. **Membership and Terms.** The Committee shall consist of ___ members who shall each be residents of the City of Gig Harbor. Each Committee member shall serve on the Committee for _____ months, unless extended by the City Council.

C. **Right to Appoint and Remove.** The appointment of the Committee members shall be made by the City Council. Members may be removed at the pleasure of the City Council.

D. **Appointment.** The City Council hereby appoints the following individuals, all residents of Gig Harbor, to the Committee: _____

E. **Compensation.** The Committee members shall not be compensated for their service.

F. **Advisory Capacity.** The Committee members shall provide a recommendation to the City Council as detailed below in Section 3. These recommendations are advisory only and shall not be binding upon the City Council.

Section 2. Meetings -- Quorum.

The Committee shall meet a minimum of _____ time(s) per month for the next _____ months. A quorum shall consist of not less than _____ members. Special meetings of

the Committee may be called at any time by any _____ of the members upon notification in writing given _____ days in advance to the remaining members. The Committee meetings [shall] [need not] be advertised [at least _____ days] in advance of the meeting date. The Committee meetings [shall] [need not] be open to the public. Minutes of the Committee meetings [shall] [need not] be kept.

Section 3. Powers and Duties.

The Committee shall serve only in an advisory capacity and shall be responsible to the Mayor and the City Council. In its advisory capacity the Committee shall study the current Gig Harbor Sign Code and recommend possible amendments thereto. Such study may include the taking of testimony from the public. The Committee shall make a written recommendation regarding potential amendments to the Sign Code to the City Council. Such written recommendations shall be submitted to the City Council no later than _____ months after the creation of the Committee. In addition, the Committee shall have such other duties and responsibilities as may be assigned by the Mayor or the City Council.

Section 4. Once the Committee has submitted its written recommendations to the City Council, the Committee shall disband unless extended by resolution of the City Council.

RESOLVED by the City Council this _____ day of _____, 199_.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

**APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:**

BY: _____

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



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Planning Staff
SUBJ.: First Reading of Ordinance- Westside Annexation
DATE: February 20, 1997

INTRODUCTION/SUMMARY

The Westside Annexation was approved by the voters at the February 4 Special Election. The Certificate of Election from the Pierce County Auditor is attached for your reference.

POLICY ISSUES

The area generally referred to as the Westside will receive municipal services from the City of Gig Harbor upon the effective date of the annexation. All applicable codes of the city will apply to the newly annexed area.

FISCAL IMPACT

A detailed fiscal impact analysis was previously submitted to Council during its review of the petition to annex. Based upon the Certificate of Election, a 65% vote in the affirmative established that the property within the area shall be assessed and taxed at the same rate and on the same basis as the property within the City of Gig Harbor to pay for their proportionate share of outstanding indebtedness.

RECOMMENDATION

This is the first reading of the ordinance. The second and final reading of the ordinance will occur at the March 10 Council meeting. The effective date of annexation will be March 24, 1997.

CERTIFICATE OF ELECTION

REC'D
FEB 11 1997

City of Gig Harbor

CITY OF GIG HARBOR

We, the undersigned members of the Pierce County Election Canvassing Board for the State of Washington, do hereby certify that on February 4, 1997, a Special Election was held in the above named district.

The Propositions submitted to the voters in said district for their approval and adoption or rejection is as follows:

PROPOSITION NO. 1 WESTSIDE ANNEXATION

Shall the property commonly known as the Westside Annexation Area be annexed to and become a part of the City of Gig Harbor?

PROPOSITION NO. 2

If the annexation of the Westside Annexation Area to the City of Gig Harbor is approved, shall the property be assessed and taxed at the same rate and on the same basis as the property within the City of Gig Harbor is assessed and taxed to pay for all of the then-outstanding indebtedness of the City?

FOR ANNEXATION: 376 78.50%
AGAINST ANNEXATION: 103 21.50%

YES: 310 65.40%
NO: 164 34.60%

A simple majority of voters within the annexation area required to pass.

337 **TOTAL** votes and a 60% favorable margin required to pass.


ANNEXATION PASSED:


The result of this canvass shows that Proposition No. 1 *Passed*, having received a simple majority.

PROPOSITION PASSED:

The result of this canvass shows that Proposition No. 2 *Passed*, the total vote having reached the validating figure required from the last General Election held in said District on November 5, 1996, and receiving at least a 60% favorable margin.

Dated at Tacoma, Washington, this 10th day of February, 1997.


AUDITOR


PIERCE COUNTY COUNCIL CHAIR


PROSECUTING ATTORNEY

0008.010.001
/JLS/scf
02/13/97

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ANNEXING CERTAIN REAL PROPERTY KNOWN AS THE WESTSIDE ANNEXATION AREA TO SAID CITY PURSUANT TO THE ELECTION METHOD, PROVIDING FOR THE ASSUMPTION OF INDEBTEDNESS AND FIXING THE EFFECTIVE DATE OF THE ANNEXATION.

WHEREAS, on February 25, 1996, the City of Gig Harbor received a notice of intent to annex certain real property commonly known as the Westside Annexation Area, the legal description of which is set forth herein, and

WHEREAS, the notice of intent was signed by the owners of property constituting more than 10% of the total assessed valuation within the area proposed to be annexed, and

WHEREAS, previous owner-initiated annexations of the Westside Annexation Area have proved unsuccessful due to the inability to obtain the requisite number of signatures, and

WHEREAS, after public hearing, the City Council enacted Resolution No. 466 calling for an election, providing for the annexation and assumption of the current bonded indebtedness to the City, and

WHEREAS, said proposed annexation was submitted to and approved by the Pierce County Boundary Review Board on October 8, 1996, and no appeal was taken therefrom, and

WHEREAS, an election was held on February 4, 1997, pursuant to State statute,
and

WHEREAS, the election results certifying a sufficient majority to permit
annexation of the area and to assume the City's current bonded indebtedness have been received
by the City, and

WHEREAS, the City Council finds that the proposed annexation and assumption
of indebtedness will have no significant adverse environmental impacts, now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. There has been filed with the City Council of the City of Gig Harbor,
Washington, certified election results indicating that a sufficient majority of the voters approved
the Westside Annexation to the City of Gig Harbor and the assumption of the City's
indebtedness. Such annexation has been approved by the Pierce County Boundary Review
Board. The City Council finds it to be in the best interest of the citizens of the City of Gig
Harbor to annex and does by this ordinance annex the territory which was submitted to the
voters as the "Westside Annexation Area." This area is situated in Pierce County, Washington
and is contiguous, proximate and adjacent to the present corporate limits of the City. The
"Westside Annexation Area" is legally described on Exhibit "A" and graphically shown on
Exhibit "B", attached hereto and incorporated herein by this reference.

Section 2. The territory set forth in this ordinance and for which said election
results were certified for annexation, should be and is hereby made a part of the City of Gig
Harbor. Pursuant to the election title, the area so amended shall be assessed and taxed at the

same rate on the same basis as property within the City of Gig Harbor, and the current outstanding indebtedness of the City, including assessments or taxes for payments of any bonds issued prior to or existing at the date of the annexation, shall be levied against the annexed territory.

Section 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect at 12:01 a.m. on MARCH 24, 1997, said date being five (5) days after passage of this ordinance and publication of a summary and legal description of the annexation area.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the _____ day of _____, 199__, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ANNEXING CERTAIN REAL PROPERTY KNOWN AS THE WESTSIDE ANNEXATION AREA TO SAID CITY PURSUANT TO THE ELECTION METHOD, PROVIDING FOR THE ASSUMPTION OF INDEBTEDNESS AND FIXING THE EFFECTIVE DATE OF THE ANNEXATION.

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

DATED this _____ day of _____, 199_.

CITY ADMINISTRATOR, MARK HOPPEN

EXHIBIT "A"

LEGAL DESCRIPTION FOR CITY OF GIG HARBOR WESTSIDE ANNEXATION
ANNEXATION 96-01

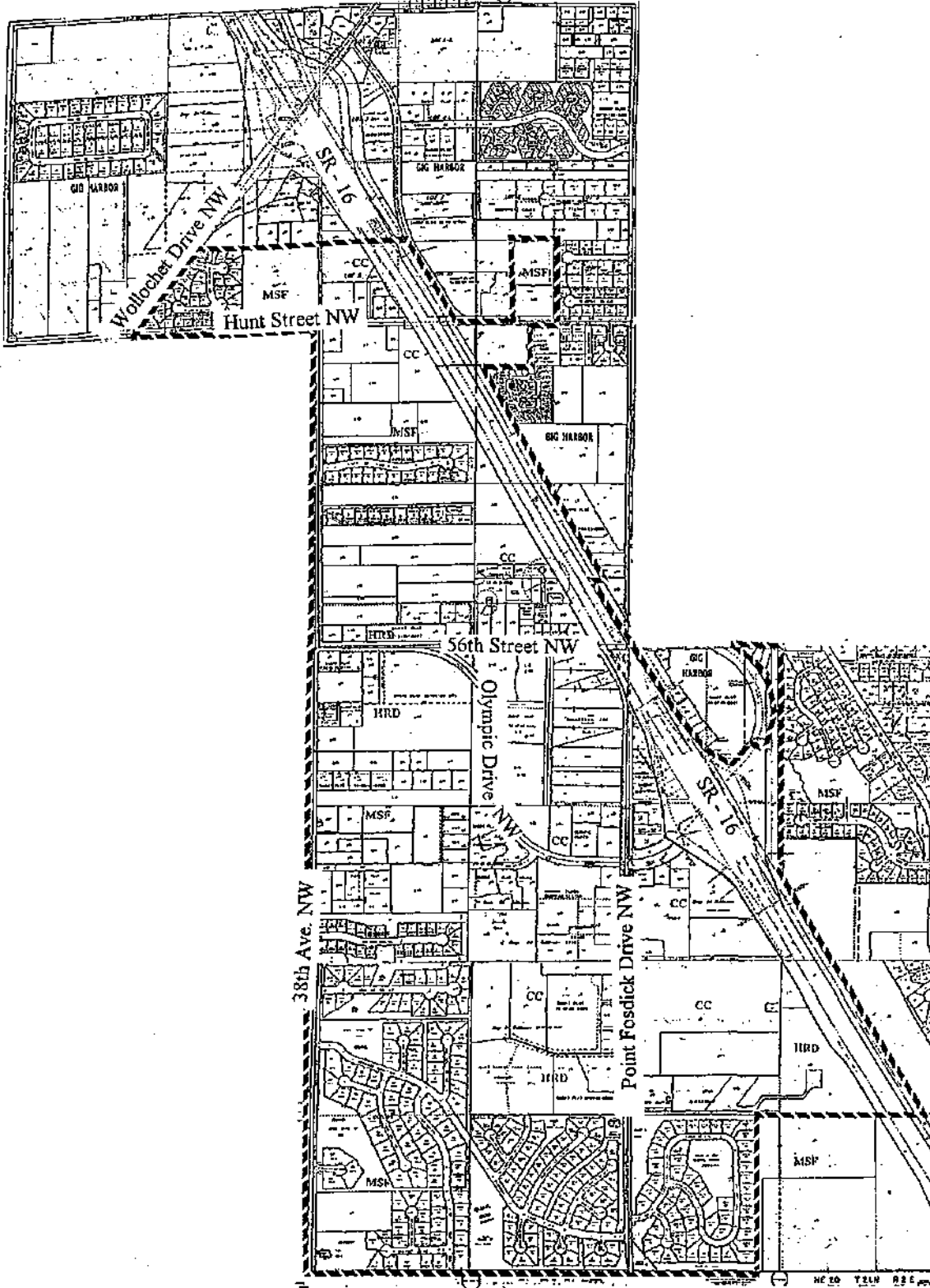
PORTIONS OF SECTIONS 7,8,17,18,19, 20 AND 21, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HUNT STREET NORTHWEST, BEING A LINE PARALLEL WITH AND DISTANT 30 FEET SOUTHERLY , MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID SECTION 18, WITH THE WESTERLY RIGHT-OF-WAY LINE OF 38TH AVENUE NORTHWEST; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF HUNT STREET NORTHWEST TO AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOLLOCHET DRIVE NORTHWEST; SAID POINT ALSO BEING A TURNING POINT ON THE CITY LIMITS OF THE CITY OF GIG HARBOR; THENCE NORTHEASTERLY ALONG THE EXISTING CITY LIMITS LINE OF GIG HARBOR, AND CONTINUING ALONG THE EXISTING CITY LIMITS LINE OF GIG HARBOR THROUGH THE SOUTHEAST QUARTER OF SECTION 7, THE SOUTHWEST QUARTER OF SECTION 8, THE NORTHWEST QUARTER OF SECTION 17, THE SOUTHEAST QUARTER OF SECTION 17, THE NORTHEAST QUARTER OF SECTION 17, AND THE SOUTHEAST QUARTER OF SECTION 17, TO A POINT INTERSECTING THE SOUTHERLY RIGHT-OF-WAY LINE OF HOLLYCROFT STREET, ALSO BEING A LINE 30 FEET SOUTH OF THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 17 TO A POINT INTERSECTING WITH THE TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY LINE; THENCE SOUTHEASTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY TO A POINT INTERSECTING THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, BEING ALSO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20 TO THE NORTHEAST CORNER OF OF THE QUAIL PARK SUBDIVISION OF SECTION 20, WHICH SUBDIVISION WAS RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 87-04-06-0526; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID QUAIL PARK SUBDIVISION TO THE SOUTHEAST CORNER OF SAID QUAIL PARK SUBDIVISION OF SECTION

20; SAID POINT ALSO BEING ON THE EAST WEST CENTER LINE OF SECTION 20; THENCE WESTERLY ON SAID EAST WEST CENTER LINE OF SECTION 20 AND SECTION 19, TOWNSHIP 21, RANGE 2 E. WM TO IT'S INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF 38TH AVENUE NORTHWEST, BEING ALSO A POINT 30 FEET WEST OF THE SOUTHEAST CORNER OF NORTHEAST QUARTER SECTION 19; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 38TH AVENUE NORTHWEST TO THE POINT OF BEGINNING. THE FOREGOING DESCRIBED ANNEXATION PARCEL BEING CONTIGUOUS ON ITS NORTH AND EAST SIDES WITH THE EXISTING CITY LIMITS OF GIG HARBOR.

TOGETHER WITH THE EAST 1/2 OF LOT 11 OF THE PLAT OF GIG HARBOR MILITARY RESERVE IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 E.WM; TOGETHER WITH THE SOUTH 1/2 OF HUNT STREET RIGHT-OF-WAY EAST OF THAT PORTION OF HUNT STREET RIGHT-OF-WAY WITHIN THE CITY OF GIG HARBOR DESCRIBED IN CITY OF GIG HARBOR ORDINANCE #320 (9-24-79) AND WEST OF THE SOUNDVIEW DRIVE RIGHT-OF-WAY DESCRIBED IN CITY OF GIG HARBOR ORDINANCE #294 (9-25-78), IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21, RANGE 2 E. WM.

Westside Annexation Area
(ANX 96-01)
Assessor's Parcel Map of the Area





City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: 1997 RENEWAL - PIERCE COUNTY EMS
DATE: FEBRUARY 19, 1997

INFORMATION/BACKGROUND

In the last budgetary year, the city agreed to pay Pierce County \$.60 per capita for emergency services under Chapter 38.52 RCW. This arrangement satisfies the city's statutorily recommended obligation for emergency management services within the jurisdiction. The county's ability to make claim for additional compensation, subsequent to an emergency, exists regardless of this renewal.

FISCAL CONSIDERATIONS

Pierce County has stated that they will be using the state population figures from January, 1997 (Gig Harbor population 4110). Consequently, the cost per capita to the city in 1997 will be \$2466.

RECOMMENDATION

Staff recommends approval of the renewal memorandum, making the renewal retroactive to January 1, adding language to the agreement that the population referenced will be the OFM figure from January, 1997, at a population count of 4110.

MEMORANDUM OF RENEWAL

The "Agreement for Emergency Management" signed in 1988 by Pierce County and the City of Gig Harbor is hereby renewed effective 1 January, 1997, and terminating at midnight on the 31st day of December, 1997.

The agreement is renewed in its entirety with the exception of Paragraph 5 which is amended to read as follows:

5. Compensation. City shall pay County upon execution of this agreement the sum of \$.60 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.
Dated this ___ day of _____, ____.

PIERCE COUNTY

CITY OF GIG HARBOR

By William Foley Date 1/6/97
William Loké
Director of Emergency Management

By _____ Date _____
Gretchen A. Wilbert
City of Gig Harbor Mayor

By _____ Date _____
Prosecuting Attorney (as to form only)

Attest:

By _____ Date _____
Patrick Kenney
Executive Director of Administration

By _____ Date _____
Mark E. Hoppen
City Administrator

By _____ Date _____
Charles Robbins
Executive Director of Public Safety

Approved As To Form

By _____ Date _____
Doug Sutherland
Pierce County Executive
(\$50,000 or more)

By _____ Date _____
Carol Morris
City Attorney

AGREEMENT FOR EMERGENCY MANAGEMENT

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the CITY OF GIG HARBOR, a municipal corporation of the State of Washington, (hereinafter referred to as "City")

WHEREAS, County has established an Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County and City share and coordinate services in the event of an emergency situation; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the common defense and protect the public peace, health, and safety and to preserve the lives and property of the people of the signatory jurisdictions against the existing and increasing possibility of the occurrence of major emergencies or disasters, either man-made or from natural causes.

2. Duration. The duration of this agreement shall be that period commencing on the 1st day of July and terminating at midnight on the 31st day of December, 1996, unless this agreement is sooner extended or terminated in accordance with the terms hereof.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Emergency Management" or "Comprehensive Emergency Management" means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to mitigate, prepare for, respond to, and recover from emergency and disasters, and aid victims suffering from injury or damage resulting from disasters caused by all hazards, whether natural or man-made, and to provide support for search and rescue operations for persons and property in distress.

B. "Emergency or Disaster" shall mean an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

4. Services. County shall provide emergency management services to the city as required by the County's Emergency Management Plan, as outlined in Chapter 38.52. RCW in accordance with the provisions of said chapter as such services are defined herein and as more

specifically described in Attachment 'A', which is incorporated herein by this reference. All such services shall be provided to the City during the term of this agreement.

5. Compensation. Upon execution of this Agreement, City shall pay County the sum of \$.60 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52. RCW.

6. Termination. Either party may terminate this agreement upon ninety (90) days written notice to the other party. In the event that the County terminates this Agreement prior to the expiration date set forth in Section 2, or prior to the end of any one year renewed term after the County has received payment from the City as described in Section 5, the County shall reimburse the City on a pro-rata basis for the City's annual payment for services or work not performed.

Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County, to: Pierce County, Office of the Executive
930 Tacoma Avenue South, Room 737
Tacoma, WA 98402-2102

If to City of Gig Harbor: Office of the Mayor
3105 Judson Street
Gig Harbor, WA 98335

7. Renewal. This agreement may be renewed for successive one year terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties. Such Memorandums of Renewal must be signed by both parties by January 30th of each year to effect a renewal of the Agreement for the following year.

8. Hold Harmless and Indemnification. The County, its officials, officers, employees and agents hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents, and agents from any and all claims, costs, judgments, awards, attorneys' fees or liabilities, including claims by the County's own employees to which the county might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the negligent acts or omissions of the County, its officials, officers, employees or agents in performing this Agreement are the proximate cause. This covenant of indemnification shall include, but not be limited by this reference to, claims against the City arising as a result of the negligent acts or omissions of the County, its officers, officials, employees or agents, in the performance of work or services permitted under this Agreement. Said

indemnification obligation shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the County refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court of competent jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the County, then the County shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' and costs of the City, including reasonable attorneys' fees for recovering under this indemnification clause.

In the event of liability for damages arising out of bodily injury or death to persons or damage to property caused by or resulting from the concurrent negligence of the County and the City, its officers, officials, employees or agents, the County's liability hereunder shall only be to the extent of the County's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the County's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The parties acknowledge that certain immunities are available to them under chapter 38.52 RCW. Unless this indemnification provision presents a conflict with chapter 38.52 RCW, it shall govern the indemnification rights and responsibilities of the parties hereto.

9. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

10. Governing law, resolution of disputes. This Agreement shall be construed in accordance with the laws of the State of Washington. The prevailing party in any legal action shall be entitled to all remedies provided herein, and to all its costs and expenses, including reasonable attorneys' fees, expert witness fees and any such fees and expenses incurred on appeal.

11. Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

12. Filing. This Agreement shall become effective upon the occurrence of the following events:

- a. approval of the Agreement by the official action of the governing bodies of each of the parties;

b. execution of the Agreement by the duly authorized representative of each of the parties;

c. filing of the Agreement with the following public officials:

- 1) the City Clerk of the City of Gig Harbor; and
- 2) the Pierce County Auditor.

13. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Dated this 7th day of July, 1996.

PIERCE COUNTY

By William M. Lokey 7/19/96
William M. Lokey Date
Director of Emergency Management

By Robert P. Deif _____
Deputy Prosecuting Attorney Date
(As to form only)

By P. Kenney 8-23
Patrick Kenney Date
Executive Director of Administration

By A. Neiditz 8/26/96
Andrew Neiditz Date
Executive Director of Public Safety

By _____
Doug Sutherland Date
Pierce County Executive
(\$50,000 or more)

CITY OF GIG HARBOR

By Gretchen A. Wilbert 7/19/96
Gretchen A. Wilbert Date
Mayor, City of Gig Harbor

Attest:

By Mark E. Hoppen 7/19/96
Mark E. Hoppen Date
City Administrator

Recommended:

By _____
Date

Approved As To Form

By Carol Morris 7/15/96
CAROL MORRIS Date
City Attorney

Attachment 'A'

**PIERCE COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT
PROPOSED CONTRACT DELIVERABLES TO
CITY OF GIG HARBOR, WASHINGTON**

1. Offer the Applied Technology Center classes to the school district, fire service, law enforcement, public works and other interested parties in Gig Harbor.
2. Conduct a Table Top Exercise for the City Council as appropriate.
3. Assist in sending personnel to the Emergency Management Institute in Emmitsberg, Maryland.
4. Review city emergency management plans as developed.
5. Assist in exercise design and conducting exercises for the various departments within the City of Gig Harbor.
6. Provide information on a model city ordinance or other legal and administrative matters as they pertain to emergency management.
7. Through quarterly meetings with other cities and towns, provide up-dated information on emergency management trends, planning, policies, training opportunities, etc.
8. Provide access to the Local Emergency Planning Committee (LEPC) activities.
9. Advise on special conferences such as the Washington State Emergency Managers Association and the Washington State Emergency Management Directors Conference.
10. Train neighborhood captains for the Neighborhood Preparedness Program as needed.
11. Present Emergency Preparedness classes for the general public.
12. Assist the Gig Harbor Emergency Manager in management response functions if necessary and provide manning for his EOC if necessary.
13. Represent the community for disaster recovery as needed.
14. Monitor Amateur Radio support to the community.
15. Offer and assist in other emergency management program assistance as appropriate such as exercises, special training, incident support.
16. Conduct specialized emergency management training as appropriate or available.



CITY OF GIG HARBOR PRESENTATION SUMMARY

ISSUE: Emergency Management

Prepared by William Lokey, Director, Pierce County Department of Emergency Management

Under Washington State law (RCW 38.52), every county, city and town is directed to establish an emergency management program. The amount of local commitment (i.e. size and scope of the program) is a discretionary policy decision each respective political jurisdiction must make. Under the law (RCW 38.52) and state administrative codes (WAC 118-30) there are three options for a political jurisdiction to be in compliance with the requirements of establishing an emergency management program.

1. Do it themselves. By local ordinance establish a program, appropriate funds for it, develop a budget, hire a director and staff, etc.
2. Form a "local organization for emergency management" where the chief executives of two or more jurisdictions form the organization as outlined in RCW 38.52.070, decide upon a fair contribution from each, develop a budget, hire a director and staff, etc.
3. Contract for emergency management services from an existing approved program where the specifics of services are outlined in a contract, mutually agreeable to both parties.

The first step in the process is for a jurisdiction to decide that they want to do something with regard to emergency management in the first place. This decision may be based upon statutory requirements, disaster potential for the area, disaster history in the area, public pressure or possibly other reasons. Historically in Washington State the reasons have been as varied as the structure of emergency management throughout the state.

If a jurisdiction decides it wants to have an emergency management program, the next step is to decide what is the most efficient and effective of the above ways to do it. Also, the structure of the program within a local jurisdiction is permissive, subject to local government discretion. Emergency management offices in Washington are found as separate departments, as well as within law enforcement, fire service, public works, communications, administrative services, planning, and transportation departments.

In Pierce County government, the Department of Emergency Management is a separate department within the Public Safety branch. DEM has five divisions including Emergency Management, the Fire Prevention Bureau, the E9-1-1 Administration, the EMS Administration, and Radio Communications. We contract with the City of Tacoma and ten other cities and towns,



including Fife, Sumner, Bonney Lake, Steilacoom, Milton, Orting, Dupont, Fircrest, University Place, and Eatonville. At this time, Puyallup and Buckley have their own programs.

For the smaller cities and towns, the current contract price is \$.60 per capita. This may increase in the future as the economic impact of incorporations is determined. The goal is to have some parity between what the cities and towns pay and the per capita contribution from the unincorporated county.

The Pierce County Emergency Management Program focuses on four primary areas: **emergency public education** to help citizens become more self sufficient and able to take care of themselves and their neighbors, **training** to help policy makers and responders have the necessary skills they may need to solve problems in disasters, **planning** to help guide organizational and individual actions in disaster preparedness, response and recovery, and **building interagency cooperation** to improve coordinated preparedness, response and recovery efforts.

The areas where our contract cities want program emphasis are covered in the "Scope of Work" section of each respective contract. (Sample Scope of Work attached) In some of our communities, the effort has been toward public education, in others, the effort has been in training. It has varied for each community. Our recommended first task is the development of a local emergency ordinance to cover such policy issues as emergency authority, chain of command, succession and delegation of emergency powers and emergency purchasing. Each city or town also is asked to designate a lead person as a point of contact for program development and ongoing work.

It is important to note that under the terms of the contract, Pierce County does not assume any command and control authority over any city personnel, facilities or equipment. Under the law, this is totally a city or town responsibility. County assistance is also supplemental to the efforts of the city in disaster response. Our goal is to develop the city or town's capability to take care of its own needs to the maximum extent possible should a disaster occur.

Under the terms of the contract we are also able to assist with emergency management administrative issues, such as registration and documentation requirements for the use of volunteers (emergency workers as outlined in RCW 38.52 and WAC 118-04), the reporting and Community Right to Know requirements of the Emergency Planning and Community Right to Know Act of 1986 (EPCRA)(as outlined in WAC 118-40) , the planning requirements of the Oil Pollution Act of 1990 (OPA-90) if needed, and application requirements for federal disaster relief such as after the Inaugural Day Windstorm of 1993 or the Floods of 1996..

Pierce County has made a strong commitment to Emergency Management. The Department itself is a recognized state and national leader in emergency public education, training, emergency planning, EPCRA and OPA-90 issues, and urban search and rescue. We feel we could provide the citizens of Gig Harbor with the most cost effective option for a quality emergency management program.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Planning Staff
SUBJ.: Resolution - Council Policy relating to the Processing and Issuance of
Development Permits in Annexation Areas
DATE: February 19, 1997

Background/Summary

Staff has prepared a resolution establishing policy on the processing and issuance of development permits in newly annexed areas.

Policy Issues

Currently, the city does not have a policy for addressing project development permit review within newly annexed areas of the city. In the past, the city has relied upon a case by case evaluation in review of project developments in which a development occurred in the city under the auspice of a county building permit approval. The county most likely has several building development projects in various stages of review. This resolution clarifies several issues related to the handling of permit applications which have arisen in the past.

Fiscal Impact

There would be minimal fiscal impact to the city upon the adoption of this resolution.

Recommendation

Staff recommends approval of the resolution.

0008.020004
CAM:clr
2-19-97

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PROCESSING AND ISSUANCE OF DEVELOPMENT PERMITS IN ANNEXATION AREAS.

WHEREAS, at least two annexations to the City of Gig Harbor are imminent; and

WHEREAS, a policy should be developed to address the handling of applications for development permits in annexation areas; Now, Therefore,

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

Section 1. The City Council hereby adopts the following policy for handling of applications for development permits in annexation areas:

A. Building Permits.

1. Situation: A building permit has been issued by Pierce County, and only inspections and issuance a certificate of occupancy remain at the time of annexation. Because the building permit applicant has paid all fees to Pierce County, which fees cover the cost of the inspections and issuance of a certificate of occupancy, the City shall not perform such inspections or issue the certificate of occupancy.

2. Situation: A building permit application has been submitted to Pierce County, and Pierce County has determined that the application is fully complete and conforms to the building and zoning ordinances in place at the time the complete application was submitted. In this case, the building permit application is vested at the time of annexation.

Because the applicant has paid all building permit fees to the County, the City shall not process the application.

3. Situation: A building permit application has been submitted to Pierce County, but Pierce County has not made any determination of completeness or that the application is vested at the time of annexation. The building permit application should be returned to the applicant, along with the application fees, with instructions to submit the applications to the City. The City should then collect the full application fee and process the building permit from beginning to end.

4. Situation. A preliminary plat, grading permit or conditional use permit application has been submitted to Pierce County, and Pierce County has determined that the application is fully complete and conforms to the applicable ordinances in place at the time the complete application was submitted. In this case, the application is vested at the time of annexation. Because the applicant has paid all application fees to the County, the City shall not process the application.

5. Situation: A preliminary plat, grading permit or conditional use permit has been submitted to Pierce County, but Pierce County has not made any determination of completeness or determined that the application is vested at the time of annexation. The application should be returned to the applicant, along with the application fees, with instructions to submit the application to the City. The City should then collect the entire fee and process the applications from beginning to end.

6. Situation: A site plan application has been submitted to Pierce County, and the application is incomplete or complete, vested or not vested at the time of annexation. In this situation, the application should be returned to the applicant, along with the application

fees, with instructions to submit the application to the City. The City should then collect the entire fee and process the applications from beginning to end.

7. Situation: A site plan application has been approved but a building permit for the development has not yet been applied for or issued. The building permit application should be submitted to the City, together with all required fees, and the City should process the application from beginning to end.

RESOLVED by the City Council this ____ day of _____, 199_.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

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



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL
DATE: FEBRUARY 18, 1996
SUBJECT: BUILDING CODE ADVISORY BOARD MEMBERS (BCAB)
TERM OF OFFICE AND ATTACHED RESOLUTION

INTRODUCTION/BACKGROUND

The attached resolution is submitted for your consideration. The terms of office for three BCAB members (Mr. Mark Anderson, AIA, Mr. Bill Reed, FAIA and Mr. Al Mitchell, PE) have expired. Mr. Mark Anderson, AIA and Mr. Bill Reed, FAIA have not elected to continue serving on the BCAB. Mr. Ken Braaten and Mr. Kenneth Snodgrass, AIA have each volunteered to serve on the BCAB for a three year term (ending December 31, 1999). Mr. Al Mitchell, PE has volunteered to serve on the BCAB for another one year term (ending December 31, 1997). Mayor Wilbert has reviewed the slate of officers and is hereby recommending their appointment for the terms herein stated.

RECOMMENDATION

The resolution be adopted as amended by the Gig Harbor City Council.

RESOLUTION NO. _____

WHEREAS, the Gig Harbor City Council on December 7, 1987 adopted Ordinance #526 which established the Building Code Advisory Board; and

WHEREAS, the Gig Harbor City Council on September 27, 1993 adopted Ordinance #649 which modified Ordinance #526; and

WHEREAS, the Gig Harbor City Council has adopted in Ordinances #526 & 649 guidelines for the appointment of Building Code Advisory Board members; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

The following persons shall serve as members of the Building Code Advisory Board for the designated term beginning on January 1, 1997:

Mr. Ken Braaten (General Contractor) three year term

Mr. Kenneth Snodgrass, FAIA (Architect) three year term

Mr. Al Mitchell, PE, (Engineer) one year term

PASSED this 24th day of February, 1997.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen, City Administrator

Filed with city clerk: __/__/97

Passed by city council: __/__/97



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: KIMBALL DRIVE SANITARY SEWER IMPROVEMENT PROJECT
- CONSULTANT SERVICES CONTRACT
DATE: FEBRUARY 19, 1996

INTRODUCTION/BACKGROUND

A major portion of the existing gravity sanitary sewer main in Kimball Drive was installed on a relatively flat grade and with minimal cover, and a segment in front of the Pierce County Fire District No. 5 Fire Station has an adverse gradient. In addition, the line does not extend to the logical southern terminus of the sanitary sewer service area on Kimball Drive. This has limited the availability of sewer in the area, and has required additional monitoring and maintenance to prevent blockages and restore service.

It is anticipated that approximately 1,400 LF of sanitary sewer line will be installed under this project. Depending on the estimated cost impacts relative to the available budget, nighttime construction will be evaluated as one mechanism to reduce impacts to businesses along Kimball Drive.

Insufficient staff resources are available to perform the necessary design work. Accordingly, the City's annually updated Consultant Roster was reviewed and the consulting engineering firm of Craig Peck & Associates was determined to be the most qualified based on their prior sanitary sewer design and construction engineering experience, quality of work, ability to perform the project within schedule, and familiarity with the City of Gig Harbor and its requirements.

It is important that this contract be initiated to allow adequate time to complete design in sufficient time for the planned construction in May and/or early June 1997.

POLICY CONSIDERATIONS

The agreement reduces the standard Professional Errors and Omissions requirement from \$1,000,000 to \$250,000 which is the amount carried by the Consultant. The reduced amount exceeds the anticipated construction contract amount by a factor of two, and no other reductions in the standard insurance coverage requirements are necessary. Considering the relatively small size of the project, and the relatively minimal risk relative to design of the new gravity sewer line, Mr. Jerry Spears at the Association of Washington Cities concurs with this Department's recommended reduction in the Professional Errors and Omissions for this project.

FISCAL CONSIDERATIONS

Funds are available for this work under Item 9 of the '97 Sanitary Sewer Capital Construction budget, "Kimball Drive Sanitary Sewer Reconstruction." Developments along the improvement's frontage have committed to contributing approximately 25% of the final project cost.

MAYOR WILBERT AND CITY COUNCIL

FEBRUARY 19, 1997

Page 2

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Craig Peck & Associates in the not to exceed amount of twelve-thousand two-hundred eighty and no cent (\$12,280).

**EXHIBIT A
SCOPE OF SERVICES**

**CITY OF GIG HARBOR
KIMBALL DRIVE SANITARY SEWER IMPROVEMENTS**

PROJECT DESCRIPTION:

The purpose of this project is to evaluate and install a gravity sanitary sewer main and appurtenances along Kimball Drive that will have a positive gradient and provide sufficient capacity to serve the present service area south of Pioneer Way for the next fifteen years, at a minimum, under both base flow and peak flow conditions. The new gravity sanitary sewer main will replace a deficient segment of sanitary sewer main. The primary elements of the project under this scope of work include:

1. Survey to:
 - Confirm surface elevations and invert profile of the existing sanitary sewer line.
 - Confirm existing base map information to the satisfaction of the Consultant.
 - Determine and/or confirm the horizontal and vertical locations of existing utilities, underground facilities, and service connections relative to the existing and new sanitary sewer lines.
 - Determine pavement elevations along the presumed alignment of the new sanitary sewer line in sufficient detail to allow design of the new sanitary sewer line to minimize conflicts with existing utilities and underground facilities, and costs to reestablish service connections.
2. Preparation of new base maps for the project.
3. Determination of base and peak flows under current and maximum (design year) development conditions, and conveyance system requirements for those base flow and peak flow conditions.
4. Development of conceptual layouts as necessary to optimize the sanitary sewer alignment relative to flow conveyance requirements, and physical, budget and time constraints.
5. Design and preparation of plans, technical specifications, and estimate of probable cost and construction schedule.
6. *Technical and graphics support through the bidding and construction phases of the project.*
7. Completion of design with construction in May.

GENERAL DESCRIPTION OF WORK:

1. Assemble and review existing information including survey, land use, comprehensive plan, and geotechnical information furnished by the City, and utility information obtained through the respective utility companies and/or site observations.
2. Meetings: Attend meetings with City staff to review design and technical issues, and provide technical and graphics support for a public meeting.
3. Coordination: Coordinate the design work with subconsultants, City staff, and utility companies.
4. Survey: Determine elevation information relative to existing facilities and proposed improvements in sufficient detail to minimize construction time and costs.

EXHIBIT A - SCOPE OF WORK
KIMBALL DRIVE SANITARY SEWER IMPROVEMENTS

Page 2

5. Design Development: Calculate estimated base flow requirements based on existing and approved development, and peak flow requirements based on comprehensive plan information for full build-out conditions in the service area. Determine appropriate project termini to accommodate estimated flows in accordance with federal, state, and City requirements. The northern terminus will be at the southernmost manhole that allows the flow criteria to be met while providing at least the minimum depth at the southern terminus. Prepare one or more conceptual layouts as necessary for City review.
6. PS&E: Prepare plans, technical specifications, engineer's estimate of probable cost, and construction schedule.
7. Bid Advertisement & Award: Provide technical assistance to the City during bid advertisement and award, including preparation of addenda and evaluation of bids.
8. Construction Support Services: Perform on-site review, and assist the City with material source review and evaluation, and evaluation and preparation of change orders.
9. Project Records: Furnish reproducible copies of technical specifications, plans, estimates, and construction schedule, and copies on diskette. Specifications shall be in Word 6.0 or WordPerfect 6.0 format, and plans shall be in AutoCADD V. 12 or later format.

ASSUMPTIONS:

1. The City provided survey and geotechnical information are sufficient for use by the Consultant. The Consultant will perform or cause to be performed such additional survey work as necessary to provide the assurances under "Project Description" and "General Description of Work" above.
2. The City will provide "potholes" for inspection by the Consultant to confirm subsurface conditions at such locations and times as mutually agreed by the Consultant and the City.
3. Contract documents will use the Washington State Department of Transportation (WSDOT) and American Public Works Association "1996 Standard Specifications for Road, Bridge, and Municipal Construction (English)," as modified for City projects, for general format and content as the reference "Standard Specifications."
4. The City's Public Works Standards and WSDOT "Standard Plans" will be used for standard details.
5. The plans will include plans, profile, construction notes and standard details. Stationing will be from the sanitary sewer connection in Pioneer Way. Plans will include right-of-way and other surface feature information from the existing survey, but will not include property line or easements information except as furnished by the City.
6. The Consultant will prepare the technical specifications, consistent with the Standard Specifications as referenced above, in WordPerfect 6.0 or Microsoft Word 6.0 format, and the plans in AutoCADD Version 12.0, or later format. All work products shall be submitted in reproducible format, and on diskette for the City's records and use.
7. The City will prepare the "boilerplate" contract specifications and bid documents, and will incorporate the Consultant-prepared bid item table, technical specifications and plans.
8. The City will be responsible for all production copies of the contract documents, including plans, bid advertisement, bid tabulation, contract award, and construction contract administration and inspection.
9. Contract documents will incorporate provisions for the Contractor to share payment for Consultant preparation and approval of "construction record" drawings.

10. The contract documents will provide for construction to occur in a 10-hour window, as agreed between the Contractor and the City, beginning after 6:30 p.m. and ending prior to and with full restoration for traffic by 7:00 a.m. each work day (weekdays, Monday through Friday/Saturday).
11. The contract documents will provide for restoration of landscaping and pavement markings disturbed by the contractor.
12. The City will be responsible to coordinate with affected property owners prior to construction.
13. The Consultant will be responsible to obtain all other information not presently prepared or available from the City, to coordinate with affected utilities to obtain as-built and other design information, and such other information necessary to confirm the adequacy of their design.
14. Design work will be completed within six-weeks of execution of the Consultant Services Contract. Timely City review and response is essential for development of a satisfactory design within the contract schedule.

**EXHIBIT B
PROPOSAL COST**

The cost of the work tasks to be completed under this contract are provided in the following table. The total cost of the contract is not to be exceeded without express written consent of the City outlining a change in the basic scope of services to be provided. Additional services will be billed at an hourly rate of \$95.

The estimated cost for each of the work tasks is as follows:

Site Surveying and Design Base Map Preparation	4,000
Design Development with Conceptual Designs	7,695
Plans, Technical Specifications, Engineer's Estimate	
Technical Assistance During Advertisement and Award of Contract	
Construction Support Services	

Sub-total:	11,695
Contingency (5%):	<u>585</u>
Total:	12,280

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Craig A. Peck & Associates organized under the laws of the State of Washington, located and doing business at 723 22nd Street SW, Puyallup, Washington 98371 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design and construction of the Jerisich Dock Expansion Project and desires that the Consultant perform services necessary to provide the following consultation services.

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

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twelve thousand, two hundred eighty dollars (\$12,280.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing rates shall be as described in Exhibit B.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same

within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within the time set forth in Exhibit A, but not to exceed 180 calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement at any time prior to completion of the work described in Exhibit A. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later. Such notice may be delivered to the Consultant in person or by certified mail.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II hereinafter. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant shall be liable

to the City for any additional costs incurred by it in the completion of the Scope of Work referenced as Exhibit A and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

VIII. Insurance

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

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and
3. Professional Liability insurance with limits no less than \$250,000 limit per occurrence.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant

safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVII. Assignment

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

XIII. Modification

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

XIX. Entire Agreement

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

entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 19__.

THE CITY OF Gig Harbor

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:

Mr. Craig A. Peck
CONSULTANT

Mr. Wes Hill, P.E.
Director of Public Works

Craig A. Peck & Associates
723 22nd Street SW
Puyallup, Washington 98371

The City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

MAYOR'S REPORT
February 24, 1997

OUR CHILDREN ARE IN TROUBLE

We see this assertion every day in the news. We are beginning to understand why. Communities are beginning to look for solutions...what works, what doesn't work.

Existing programs need to provide responsible choices for students and to encourage students to accept the obligations that go along with those choices.

Attached to this report are three organizational communications which address these needed changes in ways worth noting:

- 1) The Tacoma Pierce County Commission on Children, Youth and Their Families workshop;
- 2) A PRO TECH grant award to the Peninsula School District; and
- 3) The Peninsula School District summary of the Daggett workshop. The final report is soon to follow.

It's becoming increasingly clear that children and adolescents need broad-based social support. Moreover, we need to continue to offer ways to assist youth in finding ways to express positive lifestyles and to participate in society as responsible citizens.

As the Mayor, I hope we all actively support proactive programs for tomorrow's citizens.

Building a Healthy Community

HEALTHY YOUTH

National trends suggest that America's communities are losing their capacity to raise healthy children and youth. There **is** something that communities can do to change that trend. Community action can create positive support for children and youth.

The Tacoma-Pierce County Commission on Children, Youth, and Their Families has begun a Healthy Communities campaign to involve all segments of Pierce County to build those supports. We have joined with the Search Institute of Minneapolis, Minnesota to provide community-wide training on asset building for children and youth.



At this workshop you will

- Learn about critical building blocks
- Learn about the principles
- Learn about strategies communities can use
- Find what role you can play

You will be challenged with a

- **Call to Action**

Who Should Attend?

- ✓ Parents
- ✓ Business Leaders
- ✓ Educators
- ✓ Youth Workers
- ✓ Faith Community Members
- ✓ Civic and Elected Leaders

Our Trainer

- James Vollbracht, Search Institute Trainer.
- M.A. in Human Development
- 20 Years experience in education and training
- Author
- Designer of "Managing with Excellence" and "Leading with Excellence"
- Contributor to "Skills for Adolescence", a youth development program



Pre-register to ensure
your attendance!

Saturday, March 8, 1997
10:00 a.m. - 3:00 p.m.
Landmark Convention
Center
47 St. Helens Avenue,
Tacoma, WA

Name(s): _____

Organization: _____

Address: _____

Tel.: _____

Fax: _____

Box lunches are available for
purchase, \$9.00 at the door, if
reserved in advance. Please
indicate the **number and
selection** of meals desired below:



Vegetarian



Meat (Turkey, Beef, Ham)

Please **Mail or FAX** this registration
sheet to the Children's Commission, or
phone us with your registration.



Asset Building For Children and Youth

Landmark Convention Center
47 St. Helens
Temple Theater
Tacoma, WA

Saturday
March 8, 1997
10:00 a.m. - 3:00 p.m.

FREE WORKSHOP

SPONSORED BY THE
Tacoma-Pierce County
Commission on Children, Youth
and Their Families

Bulk Rate
U.S. Postage
PAID
Tacoma, WA
Permit No. 409

Tacoma-Pierce County Commission on Children, Youth and Their Families

3829 D Street
Tacoma, WA 98390
206-595-2884
Fax: 206-591-6490

Hon. Gretchen Wilbert
3105 Judson St.
Gig Harbor, Wa 98335



Pierce Regional Occupational
Technical Educational Consortium

Jan Baroné - Director

RECEIVED
FEB 11 1997
OFFICE OF THE DIRECTOR

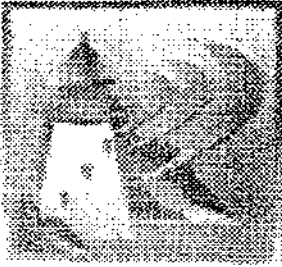
Dear Consortia Partner,

Your district was awarded a \$275,200.00 School-to-Work Grant in October 1996 as a member of an 8 school district 3 community college consortium. A concise presentation on the components of the grant and their potential importance to schools and communities will be held Wednesday, March 5, at Fife School District Administrative Complex.

A session directed at guidance and counseling will be held from 8:00 a.m. - 11:00 a.m. and a session for college presidents, district superintendents, building principals, business and labor partners will be held from 1:00 p.m. - 2:30 p.m.

Your attendance is crucial. Future required evaluations of the grant and your participation will be discussed as well as coordination of consortia activities.

Sincerely,



Peninsula School District

14015 - 62nd Ave. NW, Gig Harbor, WA 98332
(206) 857-6171 • Fax (206) 857-3575

FEB 7 1997

14015 - 62nd Ave. NW, Gig Harbor, WA 98332

TO: Daggett Attendees

FROM: Tim Thoreen
Mark Mitrovich

RE: Follow-up to December 5th

DATE: January 31, 1997


Enclosed you will find the preliminary draft of the adult roles, skills, and guiding principles which came forward from those who participated in the December 5th program with Dr. Bill Daggett. Many hours have been spent trying to bring the essence of what was discussed and written down into a concise form. This initial effort is provided for your review and input.

You will notice that communicator, life-long learner, educator, innovator, and thinker have been changed from roles and incorporated as skills. Each of these is necessary to every adult role and therefore qualifies more as a total skill than an individual role. The guiding principles were either clearly identified in the list submitted or were an inherent part in many of the oral and written statements.

Please review this draft with the freedom to make any additions, corrections, or deletions and return them to us by February 14th. You may fax your input to 857-3575 or mail it to the District Office. Your contribution will be part of the next revision which will be sent out by the end of February. We will also be seeking further reactions through the efforts of the Action Coalition, the District, and Tim Thoreen.

Thank you for your participation in this effort. Should you have any other suggestions, please feel free to send them along.

Reaching Farther



PREAMBLE

All students of the Peninsula School District will prepare to fulfill their life roles of Self-Manager, Citizen, Consumer, Interpersonal Relater, and Worker. They shall be self-directed, possess life-long learning skills, practice appropriate inter-personal skills, work cooperatively with others, utilize information technologies, and be contributing members of society.

LIFE ROLES

Citizen

- ☛ Contributes time and talent to the community and country.
- ☛ Keeps informed about local, national, and global issues.
- ☛ Acts responsibly toward the environment.
- ☛ Seeks equality and justice for all.

Consumer

- ☛ Makes responsible economic decisions in the global marketplace.
- ☛ Manages personal finances effectively.

Interpersonal Relater

- ☛ Demonstrates respect for others in interpersonal relationships.
- ☛ Nurtures the physical and emotional well-being of others.
- ☛ Maintains reciprocal, supportive relationships within the family.
- ☛ Models responsible adult behavior.

Self-Manager

- ☛ Maintains a sound mind and body through a healthy lifestyle.
- ☛ Strives for balance in all aspects of living.
- ☛ Is committed to personal excellence.

Worker

- ☛ Achieves fulfillment through work.
- ☛ Develops skills to earn a livelihood and be an economic asset to society.
- ☛ Demonstrates work ethic: integrity, initiative, dependability and honesty.
- ☛ Cooperates effectively as a team member and/or leader.

To prepare students to assume these roles and possess these attributes, the Peninsula School District shall join with the family and community in sharing the responsibility of teaching the following skills, knowledges and principals:

SKILLS

Life Management

- ☛ Maintains sound emotional, physical and mental health.
- ☛ Develops integrity, self-confidence, self-reliance, and self-control.
- ☛ Develops productive work habits, ethical behavior and cooperative skills.
- ☛ Nurtures interpersonal relationships, parenting and family.
- ☛ Plans and achieves career and personal goals.
- ☛ Evaluates and adapts to change
- ☛ Manages time, money and materials effectively.
- ☛ Life-long learner.

Civic

- ☛ Takes responsibility for meeting community and individual needs.
- ☛ Supports, understands and contributes to our country's social, economic, political, and legal systems.
- ☛ Understands how local, national, and global activities and/or events affect these systems.
- ☛ Understands systems of other nations.

Aesthetic

- ☛ Appreciates and interprets the arts of diverse cultures.
- ☛ Experiences, performs or produces works of art.
- ☛ Values the environment.

Communication

- ☛ Listens, speaks, reads and writes effectively in English.
- ☛ Uses a second language effectively.
- ☛ Accesses, uses and evaluates spoken, written and visual information.
- ☛ Utilizes current and emerging technologies.

Thinking

- Uses reasoning to draw conclusions through rational processes and common sense.
- Uses a systematic problem-solving process to find solutions.
- Generates original ideas through creative thinking.
- Uses critical thinking to analyze, interpret and evaluate ideas.
- Uses effective decision-making skills to make choices.

GUIDING PRINCIPLES

Compassion
Courage
Dependability
Fairness
Honesty
Integrity
Loyalty
Optimism
Patriotism
Perseverance
Respect
Responsibility
Trustworthiness