

GIG HARBOR CITY COUNCIL MEETING



August 11, 1997

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
August 11, 1997 - 7:00 p.m.

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Waste Action Project - Consent Decree.
2. First Reading of Ordinance - Harbor Code Revision.
3. Request for consideration to Annex (10% Petition) - East Gig Harbor.
4. Contract for Consultant Services - Post-Annexation Census.
5. NPDES Effluent Mixing Study, Water Quality and Sediment Monitoring - Amendment to Consultant Services Contract.

PUBLIC COMMENT/DISCUSSION:

MAYOR'S REPORT: Westside Sub-Area Planning / Honoring the Gig.

COUNCIL COMMENTS:

STAFF REPORTS:

GHPD - Statistics for the Month of May.

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

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

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JULY 28, 1997

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

PUBLIC COMMENT: None.

SPECIAL PRESENTATION: Welcome to the Home Stay Students from Takuma, Japan.

Mayor Wilbert welcomed the guests from Takuma, Japan who were visiting Gig Harbor. She invited the students who were hosting the visitors to come forward and lead the Council and audience in the Pledge of Allegiance. She gave each host student a city pin, map, and bumper sticker to be presented to their visiting student and asked them to introduce their guest.

Councilmember Picinich explained that this program began in February when he met with the Mayor of Takuma, who was interested in a Sister City program. He added that letters and faxes began to arrive at city hall, and with the assistance of Fumiko Tamaru, Finance Tech, a letter exchange program was developed with the students in his wife's second grade class, and students from Kopachuck Middle School. He introduced Midori Johnson, the mother of one of his students, who assisted him in finding housing for the students. Joe Kosai, coordinator for the exchange program, introduced members of the group that accompanied the students, who presented the Mayor, Councilmembers and staff with tokens of their appreciation. Councilmember Picinich finished by introducing his wife, whom he thanked for her participation in the program.

CALL TO ORDER: 7:24 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the July 14, 1997 with correction as suggested by Legal Counsel.
Picinich/Platt - four voting in favor. Councilmember Owel abstaining.

CORRESPONDENCE/PROCLAMATIONS:

1. Puget Sound Water Quality Action Team. Mayor Wilbert explained that the Water Quality Work Plan had arrived and was in the reading basket in the mail room for Councilmembers to review.
2. WFOA - 1997 Distinguished Budget Award. Mayor Wilbert congratulated Tom Enlow, Finance Director, for his effort in the budget preparation that led to the City winning this budget award for the fifth year in a row.

OLD BUSINESS:

1. Second Reading - Ordinance Adopting Findings of Facts for a Continued Imposition of the Six-Month Sewer Moratorium. Carol Morris, Legal Counsel, presented the second reading of this ordinance to adopt the findings of facts to justify the continued imposition of the moratorium.

MOTION: Move to adopt Ordinance No. 763.
Markovich/Ekberg - unanimously approved.

NEW BUSINESS:

1. Skateboard Park Resolution - IAC. Wes Hill, Public Works Director, explained that the Council had budgeted \$50,000 toward design and construction of a skateboard park in 1997. He gave an overview of the progress of the project and recommended that Council approve a resolution authorizing applications for funding assistance from the Interagency Committee for Outdoor Recreation. He said that the estimated cost of the scaled-down project would be \$184,700, and that the grant application would be for 50%, with the remainder funded by the city, cash donations and in-kind services. He added that there was a great deal of support in the community for this project, and that he anticipated that fundraising efforts would be successful.

MOTION: Move to approve Resolution No. 500 authorizing the city to apply for funding assistance under the Washington Wildlife and Recreation Program.
Picinich/Ekberg - unanimously approved.

2. Feasibility Study for North-South Connector - Consultant Services Agreement. Wes Hill explained that in the pre-annexation agreement with the property owners in the Gig Harbor North area, the city agreed to pursue a North-South connector extending from the East-West Road to Peacock Hill Avenue in the general area of 120th and 124th. He recommend that Council approve a contract with Parametrix, who was familiar with the project and the area, to do a feasibility study. He added that this study should be back to Council by September.

MOTION: Move for approval of the Consultant Services Agreement with Parametrix, Inc., in the not-to-exceed amount of twenty-three thousand three-hundred and twenty-two dollars and no cents.
Picinich/Owel - unanimously approved.

3. Resolution - Community Plan Update. Mark Hoppen, City Administrator, explained that one of his objectives has been to coordinate with Pierce County to work toward a more coherent set of land-use expectations between the County and the city, adding that the Growth Management Act had made it a difficult task. He said he had met with representatives from Pierce County Planning and Land Services and County Councilmember Karen Biskey to

assess the need on the Peninsula, both outside and within the Urban Growth Area. He described the effort to date to form a workgroup to form a community plan and said that the proposed resolution expresses the city's support for this process.

MOTION: Move to approve Resolution No. 501.
Picinich/Ekberg - unanimously approved.

4. Contract for Pre-Qualified Jurors. Mark Hoppen explained that this contract was identical to the one approved last year and that the amount of 750 pre-qualified jurors was sufficient. He added that the fee will also remain the same.

MOTION: Move we approve the contract for pre-qualified jurors and presented.
Owel/Picinich - unanimously approved.

5. Waterfront Compliance. Mark Hoppen explained that this memo was identical to the one discussed at the Council Workshop last Friday. He offered to answer any additional questions or concerns. He added that an ordinance regarding maritime supervision would come before Council at the next meeting.
6. Agreement for State Administration of Sales Tax. Tom Enlow, Finance Director, presented this agreement that would reduce the fee on services other than sales tax collection from 1.5% to 1.0%.

MOTION: Move we authorize the Mayor to sign the contract.
Ekberg/Owel - unanimously approved.

7. Liquor License Renewals - Captain's Terrace, Emerald Star, Hunan Garden, Kinza Teriyaki, The Captain's Keep, and The Green Turtle. No action taken.

MAYOR'S REPORT:

Pierce County Watershed Study. Mayor Wilbert said she had attended the last two meetings of the Watershed Study Program and described what occurred at those gatherings. She said that there was concern that there needs to be more public access to a pump-out facility, and that these pump-outs need to have an attendant present. She added that she planned on attending the third meeting on July 31st.

Mayor Wilbert then announced that at Council's request, the Public Comment portion of the City Council meetings would be moved to after New Business in future meetings.

COUNCIL COMMENTS: None.

STAFF REPORT:

Quarterly Finance Report - Tom Enlow reported that there were no surprises for the second quarter of 1997. He said that the general fund revenues are at 44% of budget and could easily make 100%. He said that the estimated sales tax were very close to what had actually been collected. He gave an overview of sewer and water revenue funds and added that a budget amendment for financing the vector truck and legal fees would be coming.

ANNOUNCEMENT OF OTHER MEETINGS:

Third of the Three Part Series on Boats / Marinas - Potential Water Pollutants - July 31st - Gig Harbor City Hall - 6:30 p.m.

APPROVAL OF BILLS:

MOTION: Move approval of checks #18303 through #18373 in the amount of \$69,838.19.
Owel/Platt - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:02 p.m. for approximately forty-five minutes for the purpose of discussing litigation, potential litigation, and property acquisition.
Owel/Picinich - unanimously approved.

MOTION: Move to return to regular session at 8:41 p.m.
Markovich/Picinich - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:42 p.m.
Platt/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 463 Side B 320 - end.
Tape 464 Side A 000 - end.
Tape 464 Side B 000 - 291.

Mayor

City Clerk



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
CIC HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: HOWARD F. JENSEN, ASSISTANT CITY ATTORNEY
RE: WASTE ACTION PROJECT - RATIFICATION OF CONSENT DECREE
DATE: AUGUST 7, 1997

INTRODUCTION/BACKGROUND

The City recently entered a consent decree to settle the Clean Water Act citizen suit brought by the Waste Action Project. The Mayor signed the consent decree on behalf of the City on July 31, 1997, and the consent decree was filed in federal court on August 5, 1997.

POLICY CONSIDERATIONS

The consent decree will terminate the litigation between the City and the Waste Action Project.

RECOMMENDATION

Staff recommends that the Council ratify the consent decree that was signed by the Mayor on July 31, 1997, and filed in federal court on August 5, 1997.

MOTION

Moved that the Mayor is authorized to sign the consent decree and that the City Council ratifies her signature on the consent decree of July 31, 1997.

Honorable Robert J. Bryan.

RECEIVED

JUL 31 1997

CITY OF GIG HARBOR

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

WASTE ACTION PROJECT, a non-profit corporation,

Plaintiff,

v.

CITY OF GIG HARBOR, a municipality,

Defendant.

NO. C97-5317RJB

CONSENT DECREE

WHEREAS, plaintiff Waste Action Project ("WAP") filed a Clean Water Act ("CWA") citizen suit action on May 20, 1997, against defendant City of Gig Harbor ("Gig Harbor") alleging, among other things, that Gig Harbor has violated the CWA and its National Pollutant Discharge Elimination System ("NPDES") Permit No. WA-002395-7; and

WHEREAS, Gig Harbor operates a municipal wastewater treatment plant located at or about 4216 Harborview Drive, Gig Harbor, Washington ("Gig Harbor WWTP"); and

WHEREAS, Gig Harbor denies WAP's claims and any liability for the alleged violations; and

Law Offices of
OGDEN MURPHY WALLACE, P.L.L.C.
2100 Westlake Center
1601 Fifth Avenue
Seattle, Washington 98101-1686
(206) 447-7000/FAX: (206)447-0215

1 WHEREAS, the parties to this action have engaged in discussions
2 relating to the potential settlement of this litigation, which
3 discussions have included an assessment of the facts surrounding the
4 alleged violations; and

5 WHEREAS, Gig Harbor has undertaken, and is implementing measures
6 to assure that operation of the Gig Harbor WWTP complies with its
7 NPDES permit and the CWA; and

8 WHEREAS, Gig Harbor is in the process of renewing the NPDES
9 permit for the Gig Harbor WWTP by application with the Washington
10 State Department of Ecology; and

11 WHEREAS, WAP and Gig Harbor agree that settlement of this matter
12 is in the public interest and best interests of the parties and that
13 entry of this Consent Decree ("Decree") is the most appropriate means
14 of resolving this action; and

15 WHEREAS, without trial or adjudication of any issue of fact or
16 law, and without admission by Gig Harbor of any facts or violations
17 alleged in the Complaint, and upon consent of the parties, and upon
18 consideration of the mutual promises herein contained

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

20 I. JURISDICTION

21 1. This Court has jurisdiction over the parties and subject
22 matter of this action pursuant to Section 505(a)(1)(A) of the CWA,
23 33 U.S.C. § 1365(a)(1)(A).

24 II. BINDING EFFECT

25 2. The provisions of this Decree shall apply to and be binding
26 upon the parties to this Decree, and their agents, officers,

Law Offices of
OGDEN MURPHY WALLACE, P.L.L.C.
2100 Westlake Center
1601 Fifth Avenue
Seattle, Washington 98101-1686
(206) 447-7000/FAX: (206)447-0215

1 directors, successors, and assigns. Changes in the organizational
2 form or status of a party shall have no effect on its obligations
3 under this Decree.

4 III. COMPLIANCE MEASURES

5 3. Gig Harbor shall complete the receiving water quality
6 monitoring program set forth in Appendix A to this Decree.

7 4. With respect to Gig Harbor's intention to evaluate and
8 implement one or more discharge alternatives for the Gig Harbor WWTP,
9 Gig Harbor shall meet the following milestone dates:

10 a. Commence consultant selection process for evaluation
11 of discharge alternatives within fifteen days of issuance of Gig
12 Harbor's renewal NPDES permit by the Department of Ecology or filing
13 of this Decree, whichever comes first.

14 b. Submit a complete design and engineering report for
15 discharge alternatives to the Department of Ecology no later than the
16 first month that the average flow discharged from the Gig Harbor WWTP
17 is 1.36 million gallons per day or more.

18 c. Complete construction and/or implementation of approved
19 discharge alternative no later than the first month that the average
20 flow discharged from the Gig Harbor WWTP is 1.6 million gallons per
21 day or more.

22 d. Gig Harbor shall submit to WAP letters stating whether
23 these milestones have been met, and if not, the expected date of
24 completion and the reasons for the delay. These letters shall be
25 mailed to WAP within fifteen (15) days of the date that the milestone
26 event is actually completed, or within fifteen (15) days from the da:

Law Offices of
OGDEN MURPHY WALLACE, P.L.L.C.
2100 Westlake Center
1601 Fifth Avenue
Seattle, Washington 98101-1686
(206) 447-7000/FAX: (206)447-0215

1 by which such milestone event is required to be completed by the terms
2 of this Decree, whichever shall first occur. WAP's mailing address
3 is: Waste Action Project, P.O. Box 4832, Seattle, WA 98104, Attn:
4 Greg Wingard. In the event that Gig Harbor fails for any reason to
5 meet the milestones set forth in this paragraph, then the notice
6 provided under this paragraph shall serve as notice for dispute
7 resolution under Section XIII of this Decree, and the parties shall
8 strive in good faith to informally resolve the dispute. If no
9 resolution is reached within fourteen (14) days from the date that
10 notice of the dispute is served, the parties may resolve the dispute
11 by filing motions with the Court. WAP may move the Court for an order
12 imposing a moratorium or other appropriate relief. The Court may
13 grant the costs of such motion to the prevailing party in its
14 discretion.

15 5. Gig Harbor shall immediately request the Department of
16 Ecology to modify Gig Harbor's NPDES permit to include the enhanced
17 water quality program and discharge alternative planning schedule
18 required by this section in the language set forth in Appendix B to
19 this Decree. In the event Gig Harbor's NPDES permit is not modified
20 in substantially the same form as set forth in Appendix B to this
21 Decree prior to its renewal by the Department of Ecology sometime in
22 1997, then WAP reserves the right to appeal the issuance of the
23 renewal NPDES permit as allowed by law. WAP shall not appeal the
24 issuance of the renewal NPDES permit if such permit is modified prior
25 to its issuance in substantially the same form as set forth in
26 Appendix B to this Decree. In the event Gig Harbor's NPDES permit is

Law Offices of
OGDEN MURPHY WALLACE, P.L.L.C.
2100 Westlake Center
1601 Fifth Avenue
Seattle, Washington 98101-1686
(206) 447-7000/FAX: (206) 447-0215

1 modified in substantially the same form as set forth in Appendix B u
2 this Decree after permit issuance, and if WAP has appealed the
3 decision of the Department of Ecology to issue the permit, then WAP
4 shall dismiss its appeal upon such modification.

5 IV. CIVIL PENALTY

6 6. In settlement of the allegations contained in WAP's 60-day
7 notice letters and the Complaint filed in this case, Gig Harbor shall
8 pay a civil penalty of ONE THOUSAND DOLLARS (\$1,000.00) to the United
9 States Treasury. The penalty is due and payable within thirty (30)
10 days from the entry of this Decree. Payment shall be sent to Sandra
11 Doyle, Executive Office, Environmental & Natural Resource Division,
12 United States Department of Justice, P.P. Box 7754, 801 Pennsylvania
13 Ave., NW, Room 8031, Washington D.C. 20044-7754. Any check and/or
14 cover letter submitted pursuant to this paragraph shall specifically
15 reference "Consent Decree, WAP v. City of Gig Harbor, W. Dist. of
16 Wash. Civ. No. C97-5317RJB." The check shall be made payable to the
17 "United States Treasury." A copy of the check and cover letter shall
18 be sent simultaneously to WAP at the following address: Waste Action
19 Project, P.O. Box 4832, Seattle, WA 98104, Attn: Greg Wingard.

20 V. ATTORNEYS' FEES AND COSTS

21 7. Gig Harbor shall pay WAP's reasonable attorneys' fees and
22 costs incurred in this matter pursuant to 33 U.S.C. § 1365 through the
23 date of entry of the Decree, which shall not exceed TWELVE THOUSAND
24 FIVE HUNDRED DOLLARS (\$12,500.00); provided that the United States
25 Department of Justice makes no objection to this Decree, which
26 objection causes WAP to incur additional attorneys' fees and costs:

Law Offices of
OGDEN MURPHY WALLACE, P.L.L.C.
2100 Westlake Center
1601 Fifth Avenue
Seattle, Washington 98101-1686
(206) 447-7000/FAX: (206)447-0215

1 Gig Harbor shall pay said fees and costs within thirty (30) days from
2 receipt of an invoice following entry of this Decree. The check for
3 said fees and costs shall be made payable and sent to: Waste Action
4 Project, P.O. Box 4832, Seattle, WA 98104, Attn: Greg Wingard.

5 VI. EFFECT OF CONSENT DECREE

6 8. WAP and Gig Harbor reserve all legal and equitable remedies
7 available to enforce the provisions of this Decree.

8 9. This Decree constitutes a full and complete settlement of
9 all claims, rights, demands, and causes of action for alleged past
10 violations of the CWA with respect to the Gig Harbor WWTP and Gig
11 Harbor's NPDES permit actionable under 33 U.S.C. § 1365, which WAP
12 asserted, or could have asserted in the Complaint filed in this case,
13 and of all claims by WAP concerning the Gig Harbor WWTP and Gig
14 Harbor's NPDES permit now existing or hereafter arising under
15 33 U.S.C. § 1365 until the date of entry of this Decree. This release
16 includes all claims, whether known or unknown, and whether asserted or
17 unasserted, and specifically includes, but is not limited to, claims
18 for civil penalties, attorney's fees and costs, and injunctive relief.

19 10. This Decree is determined to be in the public interest.

20 11. This Decree shall not constitute an admission or
21 adjudication with respect to any allegations in the 60-day notice
22 letters or the Complaint, or an admission or evidence of any
23 wrongdoing or misconduct or liability on the part of Gig Harbor or any
24 affiliated person as described in Paragraph 2 of this Decree, nor
25 shall this Decree be admitted in any proceeding against a party over
26

1 that party's objections, except in a proceeding to enforce the
2 Decree.

3 **VII. RETENTION OF JURISDICTION**

4 12. The Court shall retain jurisdiction to enforce the terms of
5 this Decree and to resolve any disputes arising hereunder until the
6 Decree has been terminated in accordance with Section XII below.

7 **VIII. MODIFICATION**

8 13. This Decree may be modified only upon the written consent
9 of the parties and the approval of the Court.

10 **IX. EFFECTIVE DATE**

11 14. This Decree shall take effect on the date it is entered by
12 the Court.

13 **X. FORCE MAJEURE**

14 15. Gig Harbor shall comply with all requirements of this Decree
15 within the time periods specified herein. If any event occurs that is
16 outside the reasonable control of Gig Harbor (a "force majeure event,"
17 as further defined below), which causes delay or anticipated delay in
18 performing tasks required by this Decree, any resulting failure to
19 meet timetables or other requirements set forth herein shall not
20 constitute a failure to comply with the terms of this Decree provided
21 that Gig Harbor has submitted written notification to WAP no later
22 than ten (10) days after the date that Gig Harbor first concludes that
23 such event has caused or will cause non-compliance describing in
24 detail the length or anticipated length of the non-compliance, the
25 precise circumstances causing noncompliance, and the measures taken or
26 to be taken to prevent or minimize the noncompliance and the schedu.

1 for implementation of the measures to be taken. In the event of such
2 delay, the parties shall confer to discuss adjustments to the
3 applicable requirements.

4 16. A force majeure event shall include, but not be limited to,
5 the following, to the extent they are outside the reasonable control
6 of Gig Harbor and cannot be overcome by due diligence:

7 a. Acts of God, war, insurrection, or civil disturbance;

8 b. Unanticipated breakage or accident in machinery,
9 equipment, or lines of pipe that occurs despite reasonably diligent
10 maintenance, or any fire or explosion, despite the exercise of
11 reasonable diligence by Gig Harbor;

12 c. Adverse weather conditions that could not be reasonably
13 anticipated, or unusual delay in transportation; or

14 d. Any strike or labor dispute;

15 e. Restraint by court order or order of public authority;

16 f. Inability to obtain necessary authorizations,
17 approvals, or permits;

18 g. Challenges or appeals of necessary authorizations,
19 approvals, permits, easements, or licenses or any other litigation,
20 arbitration, or mediation that could not reasonably be anticipated
21 which causes delay; or

22 h. Delay caused by compliance with applicable statutes or
23 regulations governing contracting, procurement, or acquisition
24 procedures, despite the exercise of reasonable diligence by Gig
25 Harbor.

26

1 17. Providing Gig Harbor has complied with the notice provisio..
2 of this section, then, in the event that Gig Harbor fails to comply,
3 or anticipates failing to comply with the requirements of this Decree
4 and Gig Harbor's noncompliance was caused by a force majeure event,
5 then Gig Harbor's failure to comply shall not be a violation of this
6 Decree and shall not result in liability or other sanctions.

7 **XI. TERMINATION**

8 18. This Decree shall terminate three years after the Court's
9 entry of the Decree or upon Gig Harbor's completion of the
10 requirements of Sections III and IV of this Decree, whichever is
11 later.

12 **XII. NOTICE REQUIREMENTS**

13 19. The parties agree and acknowledge that this Decree i
14 subject to the notice requirements of 33 U.S.C. § 1365(c)(3),
15 28 C.F.R. § 50.7, and 40 C.F.R. § 135.5 and shall not be entered until
16 at least forty-five (45) days after the date of lodging.

17 **XIII. DISPUTE RESOLUTION**

18 20. In the event of any dispute regarding implementation of or
19 compliance with this Decree, the parties shall first attempt to
20 informally resolve the dispute through meetings between the parties.
21 Any party may initiate dispute resolution by serving written notice of
22 a request for dispute resolution. If no resolution is reached within
23 fourteen (14) days from the date that notice of the dispute is served,
24 the parties may resolve the dispute by filing motions with the Court.

XIV. MISCELLANEOUS PROVISIONS

21. The undersigned representative of each party to this Decree certifies that he or she is fully authorized by the party he or she represents to enter into the terms and conditions of this Decree and to legally execute and bind such party to this Decree.

22. Each party acknowledges and represents that they have relied on the legal advice of their attorney, who is the attorney of their own choice and that the terms of this Decree have been completely read and explained to them by their attorney, and that the terms are fully understood and voluntarily accepted. WAP has been represented by Richard A. Smith of Smith & Lowney, P.L.L.C. Gig Harbor has been represented by Howard F. Jensen and Carol A. Morris of Ogden Murphy Wallace, P.L.L.C.

23. For a period of three (3) years from the date of entry of this Decree, Gig Harbor shall submit to WAP all public correspondence relating to NPDES Permit No. WA-002395-7 on a monthly basis by the fifteenth (15th) day of the month following the month for which correspondence is submitted or received. For purposes of this paragraph, "all public correspondence" is defined as all documents available under the Washington State Public Disclosure Act that are transmitted in any fashion to or received from the Department of Ecology. All documents required by this paragraph shall be mailed to WAP at the following address: Waste Action Project, P.O. Box 4832, Seattle, Washington 98104, Attn: Greg Wingard.

24. If for any reason the Court should decline to approve this Decree in the form presented, this Decree and the settlement embodied

Law Offices of
OGDEN MURPHY WALLACE, P.L.L.C.
2100 Westlake Center
1601 Fifth Avenue
Seattle, Washington 98101-1686
(206) 447-7000/FAX: (206)447-0215

1 herein shall be voidable at the sole discretion of either party. The
2 parties agree to continue negotiations in good faith in an attempt to
3 cure any objection raised by the Court to entry of this Decree.

4 WE HEREBY CONSENT to the entry of this Decree.

5 PLAINTIFF:

6 WASTE ACTION PROJECT
7 a non-profit corporation

8 By: Greg Wingard

9 Title: Executive Director

10 Date: July 29th 1997

12 DEFENDANT:

13 CITY OF GIG HARBOR

14 By: Pletcher Ahlert

15 Title: Mayor

16 Date: July 31, 1997

19 IT IS SO ORDERED

20 ENTERED this _____ day of _____, 199__.

23 _____
24 The Honorable Robert J. Bryan
25 United States District Judge

26
Law Offices of
OGDEN MURPHY WALLACE, P.L.L.C.
2100 Westlake Center
1601 Fifth Avenue
Seattle, Washington 98101-1686
(206) 447-7000/FAX: (206)447-0215

EXHIBIT A

RECEIVING WATER QUALITY MONITORING PROGRAM

The goal of the ambient water quality monitoring program is to provide data that can be used to accurately monitor long term water quality trends in Gig Harbor due to the effects of the City's discharge. The sampling program will correlate as best as possible to the City's NPDES permit and the Puget Sound Estuary Program. Towards this end, the City shall conduct the following monitoring:

A. The City shall conduct chemical analyses of treatment plant effluent and receiving water samples on eleven separate occasions between August 1, 1997 and October 31, 1997, and twice per year every year thereafter. In the first year of sampling the City shall conduct one test on or near August 1, 1997, nine weekly tests between August 15 and October 15, 1997, and a final test on or near October 31, 1997. The sampling in the first year shall be done in accordance with protocols, monitoring requirements, and QA/QC procedures specified in the City's NPDES permit and the latest version of the Puget Sound Protocols, except that the metals testing required in subsection S12.C.1.m of the City's NPDES permit need only be performed on a monthly basis between August 1 and October 31 (for a total of three tests). In addition, on one occasion during the first year of sampling, the City shall take triplicate subsamples at both depths at the three marine stations.

B. In successive years, the City shall conduct one test as close as reasonably possible to the "critical period" (defined below), and one test during the last full week in October. The "critical period" shall be the time when the ambient environment is expected to be at or near the most critical conditions for temperature, dissolved oxygen content, and/or ammonia toxicity. The date of the first "critical period" test may vary from year to year and shall be determined by the City by use of the data derived from the temperature monitoring program (see below). The sampling in successive years shall also be done in accordance with protocols, monitoring requirements, and QA/QC procedures specified in the City's NPDES permit and the latest version of the Puget Sound Protocols.

C. Sampling shall be conducted at each of three marine stations, and at approximately the center of flow for Crescent Creek and of the final effluent from the POTW. For each of the three marine stations, the sampling shall occur at two depths, approximately 0.5 meters below the surface, and 0.5 to 1.0 meters above the sea bed, unless otherwise specified in paragraph C of this section. For the three marine sites, samples shall be taken over the shortest possible length of time to preserve a similarity of ambient conditions. All samples of the receiving waters, effluent, and Crescent Creek for a sample date shall be taken within a span of twenty-four hours, and if possible, during daylight hours.

D. The City shall monitor surface and bottom temperatures of the harbor on a weekly basis between August 1 and October 31 of each year. The City may monitor temperature from a dock or other fixed structure that extends into the harbor. The data from the temperature monitoring program shall be used to determine the date of the first testing event in each year after 1997 (see above).

E. The City shall comply with the reporting requirements in its NPDES permit.

EXHIBIT B
PROPOSED PERMIT LANGUAGE

AMENDED PERMIT CONDITIONS

S4. PREVENTION OF FACILITY OVERLOADING AND DISCHARGE ALTERNATIVE PLANNING

- A. Design Criteria [no changes]
- B. Plans for Maintaining Adequate Capacity [no changes]
- C. Notification of New or Altered Sources [no changes]
- D. Infiltration and Inflow Evaluation [no changes]
- E. Annual Assessment [no changes]
- F. Compliance Schedule for Prevention of Facility Overloading [no changes]
- G. Compliance Schedule for Evaluation and Implementation of Discharge Alternatives

In order to begin evaluating discharge alternatives, the Permittee shall meet the following milestones:

1. Commence the consultant selection process for evaluation of discharge alternatives within fifteen (15) days of permit issuance. A consultant shall be retained by the Permittee to assist in preparing a design and engineering report to be submitted to the Department.
2. Submit a complete design and engineering report for discharge alternatives to the Department no later than the first month that the average flow discharged from the treatment plant reaches 1.36 MGD.
3. Complete construction and/or implementation of the discharge alternative selected in the engineering report and approved by the Department no later than the time monthly average flow from the treatment plant reaches 1.6 MGD.

The Permittee shall submit a report to the Department within five days after each milestone is reached certifying whether the required action was accomplished, and if not, why and when it will be done.

S12. RECEIVING WATER QUALITY MONITORING PROGRAM

The goal of the ambient water quality monitoring program is to provide data that can be used to accurately monitor long term water quality trends in Gig Harbor, Puget Sound due to the effects of the Permittee's discharge. The sampling program will correlate as best as possible to the previous NPDES permit and the Puget Sound Estuary Program. Towards this end, the Permittee shall conduct the following monitoring:

A. General Ambient Monitoring Requirements

The Permittee shall conduct chemical analyses of treatment plant effluent and receiving water samples on eleven separate occasions between August 1, 1997 and October 31, 1997, and twice per year every year thereafter two-times-a-year. In the first year of sampling the Permittee shall conduct one test on or near August 1, 1997, nine weekly tests between August 15 and October 15, 1997, and a final test on or near October 31, 1997. The sampling in the first year shall be done in accordance with protocols, monitoring requirements, and QA/QC procedures specified in this section and in the latest version of the Puget Sound Protocols, except that the metals testing required in subsection S12.C.1.m need only be performed on a monthly basis between August 1 and October 31 (for a total of three tests). In addition, on one occasion during the first year of sampling, the Permittee shall take triplicate subsamples at both depths at the three marine stations.

In successive years, the Permittee shall conduct one test as close as reasonably possible to the "critical period" (defined below), and one test during the last full week in October. The "critical period" shall be the time ~~The Permittee shall attempt to collect these samples during the time within these sampling windows~~ when the ambient environment is expected to be at or near the most critical conditions for temperature, dissolved oxygen content, and/or ammonia toxicity. The date of the first "critical period" test may vary from year to year and shall be determined by the Permittee by use of the data derived from the temperature monitoring program (see below). The sampling in successive years shall also be done in accordance with protocols, monitoring requirements, and QA/QC procedures specified in this section and in the latest version of the Puget Sound Protocols, which are further referenced in the accompanying permit fact sheet. ~~The first sampling shall be conducted between August 1 and September 31, 1997.~~

Sampling shall be conducted at each of three marine stations, and at approximately the center of flow for Crescent Creek and of the final effluent from the POTW. For each of the three marine stations, the sampling shall occur at two depths, approximately 0.5 meters below the surface, and 0.5 to 1.0 meters above the sea bed, unless otherwise specified in paragraph C of this section. For

the three marine sites, samples shall be taken over the shortest possible length of time to preserve a similarity of ambient conditions. All samples of the receiving waters, effluent, and Crescent Creek for a sample date shall be taken within a span of twenty-four hours, and if possible, during daylight hours.

The Permittee shall monitor surface and bottom temperatures of the harbor on a weekly basis between August 1 and October 31 of each year. The Permittee may monitor temperature from a dock or other fixed structure that extends into the harbor. The data from the temperature monitoring program shall be used to determine the date of the first testing event in each year after 1997 (see above).

- B. Specific Sampling Locations [no changes]
- C. Sampling Requirements [no changes]
- D. Protocols, Detection Limits, and Data Quality Requirements [no changes]
- E. Reporting Requirements [no changes]

NEW PERMIT CONDITION

SI.C ANTIDegradation Policy

C. Antidegradation Policy

Discharges from the treatment plant shall not cause an exceedence of applicable state surface water quality standards, excluding areas within authorized mixing zones.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHA*
SUBJECT: HARBOR CODE REVISION - FIRST READING OF ORDINANCE
DATE: AUGUST 5, 1997

INFORMATION/BACKGROUND

At the recent city retreat, the City Council requested that the Harbor Code be revised to reflect the text of the ordinance submitted recently to Pierce County with the request for jurisdictional cooperation in the management of the bay. The attached ordinance is offered for first reading in order to repeal and replace Gig Harbor Municipal Code Chapter 8.24. This revised code contains enforceable definitions and actions to be taken by the Police Chief, who is defined as the Harbor Warden within the chapter. The ordinance presented does not include language relating to the defined navigation and anchorage areas or the length of vessel stay in the bay.

POLICY CONSIDERATIONS

The defined navigation and anchorage and length of stay provisions are important for the management of Gig Harbor Bay, but such language is not included in the attached ordinance because these issues require concurrence with Pierce County as long as two jurisdictions manage the bay. (Pierce County is currently working on a response to city concerns with respect to all these issues.) The ordinance as presented offers significant improvements in the city's ability to manage the bay within its jurisdiction.

FISCAL CONSIDERATIONS

Greater allocation of police time on Gig Harbor Bay may be the result of clarified enforcement capabilities.

RECOMMENDATION

Staff recommends review of the ordinance, invites adjustments as necessary, and encourages approval of the ordinance at the second reading.

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO VESSELS AND ACTIVITIES IN GIG HARBOR BAY, REPEALING THE EXISTING HARBOR CODE CHAPTER 8.24 AND ADDING A NEW HARBOR CODE CHAPTER 8.24 TO THE GIG HARBOR MUNICIPAL CODE WITH ADDITIONAL DEFINITIONS, DESCRIPTIONS OF VIOLATIONS, PENALTIES AND PROCEDURES FOR IMPOUNDING AND AUCTIONING OF VESSELS UNDER CERTAIN LIMITED CIRCUMSTANCES.

WHEREAS, the existing Harbor Code (chapter 8.24 GHMC) authorizes the Harbor Warden to take certain actions to enforce the Code; and

WHEREAS, there are no explicit procedures in the existing Harbor Code to guide the Harbor Warden's enforcement of the Code, although the Harbor Warden may follow general procedures set forth in State statute; and

WHEREAS, the City Council determines that the Harbor Warden's responsibilities to enforce the Harbor Code can be more efficiently handled if the procedures are described and set forth in the City's Code; now, therefore,

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

Section 1. Chapter 8.24 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Chapter 8.24 is hereby added to the Gig Harbor Municipal Code, to read as follows:

Chapter 8.24

HARBOR CODE

8.24.002	Application and Justification
8.24.004	Authorization
8.24.006	Definitions
8.24.008	Additional Definitions
8.24.010	Harbor Warden
8.24.012	Rules of the Road
8.24.014	Liability
8.24.016	Chapter 88.12 RCW Adopted by Reference
8.24.018	Chapter 352.60 WAC Adopted by Reference
8.24.020	Interference with Navigation
8.24.022	Mooring Buoys
8.24.024	Residential Use of Floating Homes Prohibited
8.24.026	Speed Regulations
8.24.028	Seaplanes
8.24.030	Removal of Obstructing Vessels
8.24.032	Sunken Vessels
8.24.034	Unseaworthy Craft
8.24.036	Impoundment Authority
8.24.038	Impoundment Procedures
8.24.040	Nuisances

8.24.002 Application and justification. The provisions of this chapter shall be applicable to all vessels and watercraft operating in the city limits of Gig Harbor Bay. This chapter may also be enforced in the area of Gig Harbor Bay within the jurisdiction of Pierce County, if the parties have executed an interlocal agreement for such enforcement. The provisions of this chapter shall be construed to supplement United States laws and state laws and regulations when not expressly inconsistent therewith, in the areas where the United States and state laws are applicable. To the extent that this chapter is inconsistent with federal or state laws and regulations, the federal and/or state laws shall control.

8.24.004 Authorization. The City, in the exercise of its police power, assumes control and jurisdiction over all waters within its limits, and such waters shall, for the purposes of this chapter, be known as "Gig Harbor Bay."

8.24.006 Definitions. The "Definitions" contained in RCW 88.12.010, as the same now exists or may hereafter be amended, are hereby adopted by reference, and the definitions set forth therein shall apply throughout this chapter.

8.24.008 Additional definitions. In addition to the definitions in RCW 88.12.010, the following definitions shall apply and have the meanings set forth below, except where the same shall be clearly contrary to or inconsistent with the context of the section in which used.

- A. "City" means the City of Gig Harbor.
- B. "Moor" means a position where vessels or watercraft are affixed to devices or structures other than a vessel's parochial anchoring system.
- C. "Obstruction" means any vessel or watercraft or any matter which may in any way block, interfere with or endanger any vessel or watercraft or impede navigation, or which cannot comply with the Rules of the Road identified in GHMC Section 8.24.080.
- D. "Watercraft" means any contrivance used or capable of being used as a means of transportation on water. Cribs or piles, rafts of logs shall not be included in the terms "watercraft" or "vessel," but shall be included in the term "obstruction" when they shall be floating loose and not under any control or when under control and obstructing any navigable channel.

8.24.010 Harbor Warden. This chapter shall be enforced by the police chief, who shall be designated the Harbor Warden. It shall be the duty of the Harbor Warden, and his/her authorized designees, to:

- A. Enforce the ordinances and regulations of the City upon the waters of the harbor and adjacent lands thereto, when the harbor is affected;
- B. Maintain patrols in the harbor for the protection of life and property, including, but not limited to, the removal and disposition of drifting debris and nuisances from the waters of the harbor;
- C. Investigate and report upon marine and maritime accidents in the harbor;
- D. Coordinate all necessary functions in connection with search and rescue in the harbor;
- E. Promulgate rules and regulations governing the use of the navigable portions of waterways; and
- F. Remove, impound or sell any vessel, watercraft or obstruction anchored or moored in violation of this chapter deemed a public nuisance or a hazard to navigation or operated or afloat under conditions deemed unsafe for water transportation.

8.24.012 Rules of the Road. Except as otherwise specified in this chapter, vessels shall be subject to the International Regulations for Preventing Collisions at Sea, 1972, (72 COLREGS), Title 33, Code of Federal Regulations, part 81-72, Appendix A, as such rules are now or may hereafter be amended or adopted. Vessels engaged in a sanctioned or authorized race, log race, regatta or similar event, shall be subject to the applicable rules for such events, including, but not limited to, differing right-of-way rules.

8.24.014 Liability. Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from the failure of any person or owner of a vessel, watercraft or obstruction, to comply with the provisions of this chapter, or by reason or in consequence of any notice, order, citation, permit, permission or approval authorized or issued or done in connection with the implementation or enforcement of this chapter, or by reason of any action or inaction on the part of the City related in any manner to the enforcement of this Code by its officers, employees or agents. Nothing in this chapter shall be construed so as to release any person owning or controlling any vessel, watercraft, pier, dock, obstruction or other structure, from any liability from damages, and the safeguards to life and property required by this chapter shall not be construed as relieving any person from installing and maintaining all other safeguards that may be required by law.

8.24.016 Chapter 88.12 RCW Adopted by Reference. Chapter 88.12 RCW, "Regulation of Recreational Vessels," as the same now exist or may hereafter be amended, is hereby adopted by reference.

8.24.018 Chapter 352-60 WAC Adopted by Reference. Chapter 352-60 WAC, "Boating Safety," as the same now exists or may be hereafter amended, is hereby adopted by reference.

8.24.020 Interference with Navigation. No person shall operate any watercraft or vessel on the water in a manner which shall unreasonably or unnecessarily interfere with other watercraft or vessels, or with the free and proper navigation of Gig Harbor Bay, or the launching of any watercraft or vessel at any public boat launching ramp.

8.24.022 Mooring Buoys. Mooring buoys are prohibited in Gig Harbor Bay where such buoys will interfere with customarily traveled routes for vessels. No more than one buoy will be allowed for each ownership of waterfront residences adjacent to the Gig Harbor Bay. The City's permission to install a mooring buoy shall not exempt a person from obtaining any and all necessary permits or permissions required by other government authorities.

8.24.024 Residential Use of Floating Homes or Houseboats in Harbor Prohibited. It shall be unlawful to use a floating home or houseboat for residential purposes within Gig Harbor Bay. For the purpose of this chapter, a floating home or houseboat is defined as a dwelling unit

constructed on a float, not designed or primarily used as a vessel, and which is moored, anchored or otherwise secured in the water.

8.24.026 Speed Regulations. Within the waters of Gig Harbor Bay, it shall be unlawful for any person to operate a vessel or watercraft, or to taxi a seaplane at a speed in excess of five (5) miles per hour. Nothing in this section shall be construed as exempting any person from liability caused by wake action from operation of any vessel in Gig Harbor Bay.

8.24.028 Seaplanes. Seaplane operators are encouraged to take off and land in the area outside the mouth of Gig Harbor Bay and may taxi the seaplane into Gig Harbor Bay. However, seaplane takeoffs and landings are prohibited in the City's harbor except in emergency situations and where the pilot can maintain a minimum of 200 feet of lateral separation between the seaplane and other underway or anchored vessels while operating on the water.

8.24.030 Removal of Obstructing Vessels.

A. Acts Prohibited.

1. No person having charge of any vessel, watercraft or obstruction shall moor within Gig Harbor Bay, except at permitted residential moorage.
2. No person having charge of any vessel, watercraft or obstruction shall make the same fast to any buoy, pier or other structure owned by or under the control of the City, without first obtaining a permit from the City.
3. No person having charge of any towboat shall while towing any vessel, watercraft or obstruction, in any manner obstruct navigation in the Gig Harbor Bay.

B. Harbor Warden Authority. The Harbor Warden shall have the power to order the removal of:

1. Any vessel, watercraft or obstruction anchored or moored in Gig Harbor Bay, or made fast to any buoy, pier, dock or other structure owned by or under the authority and control of the City, in violation of this chapter; and
2. Any towboat and/or its tow obstructing navigation in the Gig Harbor Bay.

8.24.032 Sunken vessels. When any vessel or watercraft or obstruction is in danger of sinking, has been sunk or grounded, or has been delayed in such manner as to stop or seriously interfere with or endanger navigation, the Harbor Warden may order the same immediately removed. If the owner or other person in charge thereof, after being so ordered, does not proceed immediately with such removal, the Harbor Warden may take immediate possession thereof and remove the same. In so doing, the Harbor Warden shall use such methods as in the Harbor Warden's judgment will prevent unnecessary damage to such vessel or watercraft or obstruction, and the expense incurred by the Harbor Warden in such removal shall be paid by the owner of the vessel, watercraft or obstruction. In case of failure to pay, the City may maintain an action for the recovery of such costs.

8.24.034 Unseaworthy craft. It shall be unlawful for any person or owner of a vessel, watercraft or obstruction to tow into or move such vessel, watercraft or obstruction into Gig Harbor Bay, which prior to movement or tow:

A. has been used as a permanent place of abode and was not engaged in navigation under its own power within ninety (90) days; or

B. appears or exists in an unseaworthy condition, uses or needs support from another vessel or watercraft to remain afloat, or otherwise appears to lack the capacity for safe movement through and across navigable waters, other than the following: (a) barges or scows or disabled or buoyant aircraft in tow by a towage company authorized to do business in the state; (b) vessels or watercraft temporarily disabled by accident, collision, or other malfunction but otherwise seaworthy and capable of safe movement, and (c) vessels, watercraft or obstructions being towed by or under the control of the Harbor Warden.

8.24.036 Impoundment Authority. The Harbor Warden may take immediate possession and/or impound and remove any vessel, watercraft or obstruction, when:

A. the operator or person in charge of same reasonably appears incapable of safely operating the vessel, watercraft or obstruction;

B. the operator or person in charge of same refuses or neglects to obey an order of the Harbor Warden to proceed from or to an area following a citation or in an emergency;

C. the operator or person in charge operates a vessel, watercraft or obstruction in a negligent, reckless, or other manner so as to endanger the safety of others or to unreasonably interfere with the navigation of other watercraft and vessels, and the Harbor Warden believes such operation of the vessel, watercraft or obstruction would continue unless possession be taken of the same;

D. the vessel, watercraft or obstruction appears unsafe for water transportation; or

E. the vessel, watercraft or obstruction appears abandoned, and seventy-two (72) hours have elapsed after an order to remove the same has been given by the Harbor Warden as provided in Section 8.24.038(A).

8.24.038 Impound Procedures. The Harbor Warden shall implement the following procedures to impound any vessel, watercraft or obstruction under the authority provided in this chapter:

A. Where immediate removal of the vessel, watercraft or obstruction is not required, the Harbor Warden shall attach a readily visible written notification to the vessel, watercraft or obstruction. The written notification shall contain the following information:

1. the date and time the written notification was attached;
2. a statement that if the vessel, watercraft or obstruction is not removed within seventy-two (72) hours from the time the written notification is attached, it will be taken into custody, moored and stored at the owner's expense;
3. the address and telephone number where additional information may be obtained.

B. The Harbor Warden shall check the records to learn the identity of the last owner of record with the State of Washington. The Warden shall make a reasonable effort to contact the owner by telephone in order to give the owner the information on the written notification.

C. If the vessel, watercraft or obstruction is not removed within seventy-two (72) hours from the time the written notification is attached, or in those cases where immediate removal is appropriate (as described in this chapter), the Harbor Warden may take custody of the vessel, watercraft or obstruction and provide for the removal, mooring and/or storage to a place of safety.

D. All vessels, watercraft or obstructions shall be taken to the nearest mooring or storage location that has been inspected by the Police Department.

E. All vessels, watercraft or obstructions shall be handled and returned in substantially the same condition as they existed before being towed.

F. All personal belongings and contents in the vessel, watercraft or obstruction, with the exception of those items of personal property that are registered or titled with the Police Department, shall be kept intact, and shall be returned to the owner of the vessel, watercraft or obstruction during normal business hours and upon request and presentation of a driver's license or other sufficient

identification. Personal belongings, with the exception of those items of personal property that are registered or titled with the Department, shall not be sold at auction to fulfill a lien against the vessel, watercraft or obstruction.

G. All personal belongings, with the exception of those items of personal property that are registered or titled with the Police Department, not claimed before the auction, shall be disposed of pursuant to chapter 63.32 or 63.40 RCW.

H. Any person who shows proof of ownership or written authorization from the impounded vessel or watercraft's registration, or of the legal owner of the vessel or watercraft's insurer, may view the vessel or watercraft without charge during normal business hours.

I. The owner of the vessel, watercraft or obstruction is liable for costs incurred in removing, storing and disposing of same, less amounts realized at auction.

J. When the vessel, watercraft or obstruction is impounded, the Harbor Warden shall notify the legal and registered owners of the vessel, watercraft or obstruction if known, of the impoundment and proposed sale of same. The owners of any personal property registered or titled with the Police Department shall be notified of disposition of such property pursuant to Chapters 63.32 or 63.40 RCW, of the impoundment and proposed sale of same. The notification shall be sent by first class mail within twenty-four hours after the impoundment to the last known registered and legal owners of the vehicle, and the owners of any other items of personal property registered or titled with the Police Department. The notice shall include the location, time of the impound, and by whose authority the vehicle was impounded. The notice shall also include the written notice of the right of redemption and opportunity to contest the validity of the impoundment pursuant to the procedures described below.

K. Right to hearing.

1. Any person seeking to redeem an impounded vessel, watercraft or obstruction under this section has a right to a hearing in the district court for the jurisdiction in which the vehicle was impounded, to contest the validity of the impoundment or the amount of towing and storage charges. Any request for a hearing shall be made in writing on the form provided for that purpose and must be received by the district court within ten days of the date the opportunity was provided for in subsection 8.24.038(J) of this section. If the hearing request is not received by the district court within the ten day period, the right to a hearing is waived and the registered owner is liable for any towing, storage or other impoundment charges permitted under this chapter.

2. The procedures to be followed by the district court for notification to parties, jurisdiction, and determinations to be made by the court shall be the same as set forth in state law for vehicles (RCW 46.55.120(2)(b) through 46.55.120(4), as the same currently exist or may hereafter be amended). In the event that the City has incurred costs relating to the towing, storage and impoundment of the vessel, watercraft or obstruction, the procedures for entry of a judgment in RCW 46.55.120 (as the same currently exists or may hereafter be amended,) shall apply to the City.

L. Public auction.

1. If, after the expiration of fifteen days from the date of mailing of notice of impoundment and proposed sale required in subsection 8.24.380(J) above to the registered and legal owners, the vessel, watercraft or obstruction remains unclaimed and has not been listed as stolen, then the Harbor Warden shall conduct a sale of the vessel, watercraft or obstruction at public auction. Prior notification of the public auction shall be given by publication in the City's official newspaper, which shall include the auction date, place and time. The notice shall also contain a description of the vessel, watercraft or obstruction, including any make, model, year and registration number and a notification that a three-hour viewing period will be available before the auction. The auction shall be held during daylight hours of a normal business day.

2. The following procedures are required in any public auction of such vessels, watercraft or obstructions:

a. The auction shall be held in such a manner that all persons present are given an equal time and opportunity to bid;

b. The Harbor Warden shall post a copy of the auction procedure at the bidding site. If the bidding site is different from the Police Department, the Warden shall post a clearly visible sign at the Police Department that describes in detail where the auction will be held. At the bidding site, a copy of the newspaper advertisement that lists the vessels, watercraft or obstruction for sale shall be posted.

c. All bidders must be present at the time of auction unless they have submitted to the Harbor Warden, who may or may not choose to use the preauction bid method, a written bid. Written bids may be submitted up to five calendar days before the auction and shall clearly state which vehicle is being bid upon, the amount of the bid, and who is submitting the bid.

d. The open bid process, including all written bids, shall be used so that everyone knows the dollar value that must be exceeded.

e. The highest two bids received shall be recorded in written form and shall include the name, address, and telephone number of each such bidder.

f. In case of bidder defaults, the next bidder has the right to purchase the vessel, watercraft or obstruction for the amount of his or her bid.

g. The successful bidder shall apply for title (if applicable) within fifteen days.

h. If the Harbor Warden receives no bid, or if the Warden is the successful bidder at auction, the Warden shall sell the vessel, watercraft or obstruction to a licensed vehicle wrecker, hulk hauler, or scrap processor, or the Warden shall apply for title to the vessel or watercraft.

M. The City shall have a lien upon the impounded vessel, watercraft or obstruction for services provided in the towing, storage and impoundment, unless the impoundment is determined to have been invalid. The lien does not apply to personal property in or upon the vessel, watercraft or obstruction that is not permanently attached to or is not an integral part of the vessel, watercraft or obstruction except for items of personal property registered or titled with the Police Department. The cost of the auction or a buyer's fee may not be added to the amount charged for the vessel, watercraft or obstruction at auction, or added to the lien imposed or any overage due.

8.24.040 Nuisances. Nuisances Designated -- Removal. Sunken vessels, refuse of all kinds, structures or pieces of any structure, dock sweepings, dead fish or parts thereof, dead animals or parts thereof, timber, logs, piles, boom sticks, lumber, boxes, empty containers and oil of any kind floating

uncontrolled on the water, and all other substances of a similar nature, are declared to be public nuisances and it shall be unlawful for any person to throw or place in, or cause or permit to be thrown or placed any of the above articles in the Gig Harbor Bay, or upon the shores thereof or in such position that the same may or can be washed into the harbor, either by high tides, storms, floods or otherwise. Any person causing or permitting such nuisances to be placed in the Gig Harbor Bay shall remove the same, and upon his failure to do so, the same may be removed by the Harbor Warden and the expense thereof shall be paid by and recoverable from the persons creating the nuisance. In all cases, such nuisances may be abated in the manner provided by law. The abatement of any such public nuisance shall not excuse the person responsible therefor from prosecution under this chapter.

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

Section 4. Codes Adopted by Reference. Pursuant to RCW 35A.12.140, one copy of Chapter 88.12 RCW and one copy of Chapter 352-60 WAC has been filed with the City Clerk and is available for examination by the public.

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 8/7/97
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, RELATING TO VESSELS AND ACTIVITIES IN GIG HARBOR BAY, REPEALING THE EXISTING HARBOR CODE CHAPTER 8.24 AND ADDING A NEW HARBOR CODE CHAPTER 8.24 TO THE GIG HARBOR MUNICIPAL CODE WITH ADDITIONAL DEFINITIONS, DESCRIPTIONS OF VIOLATIONS, PENALTIES AND PROCEDURES FOR IMPOUNDING AND AUCTIONING OF VESSELS UNDER CERTAIN LIMITED CIRCUMSTANCES.

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

DATED this ____ day of _____, 199__.

CITY CLERK, MOLLY M. TOWSLEE



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PLANNING STAFF *[Signature]*
SUBJ.: Request for Consideration to Annex - East Gig Harbor Annexation
DATE: August 7, 1997

INTRODUCTION/SUMMARY

A petition bearing the signatures of ~47% of the owners of real property assessment within an area designated on the attached map has been submitted to the City for consideration. The petitions, consisting of 24 separate pages, represent the owners of property of \$25,915,000 of assessed evaluation within the area. The petitions are on file with the City Clerk and are available for review and inspection.

RCW 35A.14.120 requires that the owners of not less than ten percent of the total assessed evaluation of real property within an area submit their intention of annexing to the city. As the petition exceeds the minimum signatures required, the Council may consider this request.

POLICY ISSUES

The Council has one of several options it may choose respective to annexation:

- A. Accept the petition so that the petitioners may proceed to gather the signatures of the owners of a minimum 60% of the total assessed evaluation within the described area to complete the annexation petition.
- B. Not accept the petition and adopt a resolution to place the annexation of the described area to a vote of the registered voters residing within the area.

If the Council prefers that the annexation be placed up to a vote of the registered voters within the annexation area, it may pursue an option available under RCW 35A.14.015 which permits the legislative authority of the code city to pass a resolution calling for an election to be held and submit it to the voters of the annexation area. The Council must enact a resolution which:

1. Calls for an election to be held to submit the annexation proposal to voters in the territory proposed to be annexed,
2. Describes the boundaries of the area to be annexed,

3. States the number of voters residing in the area to be annexed as nearly as possible,
4. States that the annexing city will pay the cost of the annexation election.

A formal public hearing on the resolution is optional. The City would submit the notice of intent to annex to the Pierce County Boundary Review Board (BRB). Should the County BRB approve, the city must indicate to the County Auditor its preference for a special election date for submission of the proposal to the voters of the territory to be annexed. The County must set the election date on the date indicated by the City.

- C. Decline to accept the petition to annex.

This would effectively terminate the annexation process at this time.

If annexed, the area would be zoned R-1 under the City's zoning code. Additionally, the City's Shoreline Master Program would need to be amended to include the annexed area and to establish an appropriate shoreline environment designation (Urban Residential).

FISCAL IMPACT

A detail financial impact analysis and estimated expenditure report has not been prepared at this point in time. A rough estimation indicates that the population of the area is 330, residing in 160 households. Based upon the data currently available, estimated revenues would be \$125,000 per annum. This amount could be offset by the estimated road maintenance expenditures to serve the area.

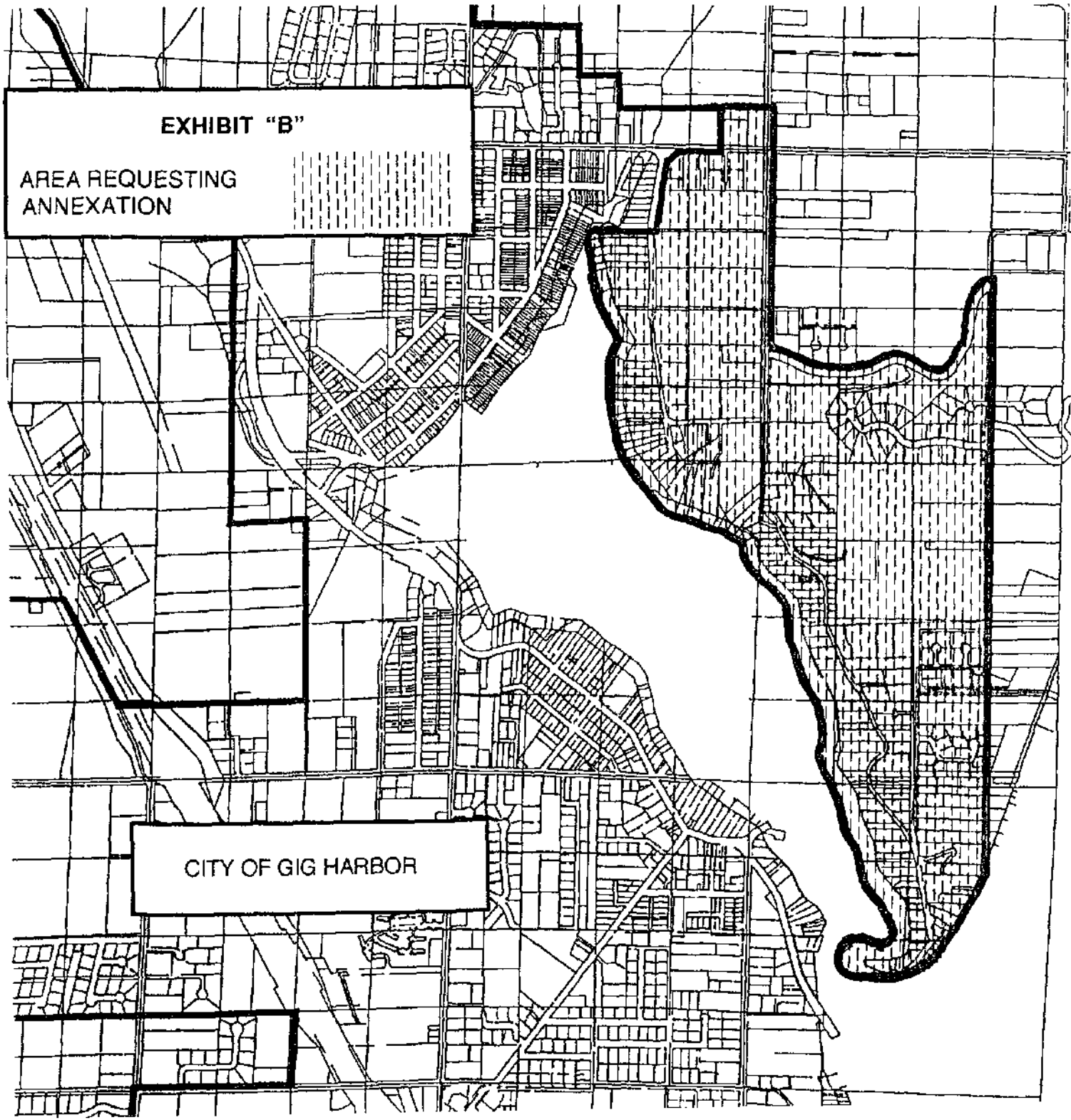
RECOMMENDATION

Should the Council vote to accept, the annexation should proceed using the direct petition method.

EXHIBIT "A"

The area is described as inside the following boundary.

Starting at the Gig Harbor City Limits at the corner of 96th St. N.W. and Randall Dr. N.W.; thence East on 96th St. N.W. to Crescent Valley Dr. N.W.; thence South on Crescent Valley Dr. N.W. to Dana Dr. N.W.; thence East on Dana Dr. N.W. to 24th Ave. N.W.; thence South on 24th Ave. N.W. and the extension of 24th Ave. N.W. South to the shoreline of Puget Sound; thence South along the shoreline to its southern most point; thence West to the existing Gig Harbor City Limits; thence North and East along the existing Gig Harbor City Limits to the point of beginning. In addition the two parcels are included that front on the North side of 96th St. N.W. between the Gig Harbor City Park and Crescent Valley Dr. N.W.



**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
	022105 401 5	ANDERSON, TREVIN M	2315 10 N PEARL #247 TACOMA, WA 98407	288400
	022108 103 7	ARNOLD, DONALD A & ARLENE	435 BALLICO DR TRACY, CA 95376	327300
	400088 006 0	BEAMISH, CLAUDE R	2402 89TH ST CT NW GIG HARBOR, WA 98332	162400
	435550 011 0	BOSELMANN, WALTER E JR/ARLYS H	2706 88TH ST CT NW GIG HARBOR, WA 98332	211000
	022105 404 5	BRUNT, BARRY D	4022 59TH AVE SW SEATTLE, WA 98116	280400
	022108 107 1	BURKHART, LARRY O & BETTE ANN	7804 GOODMAN DR NW GIG HARBOR, WA 98332	644800
	022105 205 5	BURKI, ALVIN	PO BOX 114 GIG HARBOR, WA 98335	35300
	022105 802 7	CARLSON, RONALD S & BEVERLY J	8311 24TH AVE NW GIG HARBOR, WA 98332	732000
	022105 406 3	CARRELL, MELDEAN & DONNIE R	8522 GOODMAN DR NW GIG HARBOR, WA 98332	101100
	022105 415 6	CURRIER, ROBERT/SE	1035 SPRING HILL RD MC LEAN, VA 22102-1325	66800
	022105 415 4	CURRIER, ROBERT/SE	1035 SPRING HILL RD MC LEAN, VA 22102-1325	59800

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
	022105 209 1	LILE, MABEL C	9020 CRESCENT VALLEY DR NW GIG HARBOR, WA 98332	257900 .
	022105 204 9	LILLY, MARC S/DEBORAH K	8913 RANDALL DR NW GIG HARBOR, WA 98332	133000
	022105 309 7	LINDSTROM, NEAL	13157 LA PALOMA RD LOS ALTOS, CA 94022-3334	592000
	022105 210 3	LINDSTROM, C NEAL/LOIS E TRUSTEES	13157 LA POLAMA RD LOS ALTOS HILLS , CA 94022	95100
	022105 801 0	LOONEY, LARRY L/SE	4611 HAWKHAVEN LN AUSTIN, TX 78727	71800
	022105 803 1	LOZNER, DENNIS J	7702 CIRQUE DR W TACOMA, WA 98467	66800
	609100 018 0	LOZNER, DENNY	7702 CIRQUE DR W TACOMA, WA 98467	44900
	609100 005 0	LOZNER, DENNY	7702 CIRQUE DR W TACOMA, WA 98467	44900
	609100 014 0	LOZNER, DENNY	7702 CIRQUE DR W TACOMA, WA 98467	67300
	609100 015 0	LOZNER, DENNY	7702 CIRQUE DR W TACOMA, WA 98467	67300
	609100 016 0	LOZNER , DENNY	7702 CIRQUE DR W TACOMA, WA 98467	67300

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
	022105 206 8	HOGHAUG, JAMES A & GEORGIA M	8802 RANDALL DR NW GIG HARBOR, WA 98332	415800
	022105 400 5	HOPPEN, GUY E & ANN E	3703 VERNHARDSON ST GIG HARBOR, WA 98332	313700
	022105 802 9	IRWIN, JAMES M/PATRICIA B	8305 GOODMAN DR NW GIG HARBOR, WA 98332	221600
	022105 206 5	IRWIN, DAVID M	1129 20TH AVE E SEATTLE, WA 98112	130500
	022105 202 4	JESUIT FATHERS BELL COLLEGE,	2300 S WASHINGTON ST TACOMA, WA 98405	574800
	022105 401 6	LARUSSA; SQUIRES, MARILEE L; JACKIE JOHN	2570 25TH AVE W SEATTLE, WA 98119	291200
	022105 602 7	LAYSON, WILLIAM L & MARIAN J	9010 RANDALL DR NW GIG HARBOR, WA 98332	305000
	022105 407 9	LEMOINE, BRADFORD W/SUZANNE/BRADFORD L	8006 GOODMAN DR NW GIG HARBOR, WA 98332	207600
	022105 414 6	LEVITT, ANDREW E/SUSAN T	430 MADRID AVE TORRENCE, CA 90501	449200
	400088 003 0	LEWTAF, JAN	2415 89TH ST CT NW GIG HARBOR, WA 98332	39700
	400088 002 0	LEWTAF, JAN	2415 89TH ST CT NW GIG HARBOR, WA 98332	39700

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
	022108 114 1	HALEY, DAVID W & JANICE M	PO BOX 1810 SUMNER, WA 98390	722900
	022108 118 4	HALL, DOROTHY K	12851 LALA COVE LN SE OLALLA, WA 98359	253000
	022105 209 2	HALL, KATHLEEN L	9012 CRESCENT VALLEY DR NW GIG HARBOR, WA 98332	162800
	022105 210 2	HAMLLIK, THOMAS B & KAREN J	3112 89TH ST NW GIG HARBOR, WA 98332	93700
	022105 800 9	HARASEK / BLEECKER, ELIZABETH F / S V	4415 HOLLY LN NW GIG HARBOR, WA 98335	59800
	435550 030 0	HARBOR VIEW WEST HOMEOWNER'S ASSOC.,	2623 88TH ST CT NW GIG HARBOR, WA 98332	500
	435550 015 0	HAVILAND, EDWARD A/JUDIE G	3104 32ND STREET PL SE PUYALLUP, WA 98374	208800
	435550 014 0	HEDSTROM, JERRY W & BONNIE L	2711 88TH ST CT NW GIG HARBOR, WA 98332	221700
	022105 403 6	HENDRICKSON, JAMES G	7702 CIRQUE DR W TACOMA, WA 98467	12200
	022108 118 2	HENRY, MELVIN L & PENELOPE L	7620 GOODMAN DR NW GIG HARBOR, WA 98332	661600
	022105 800 8	HERSTAD, ARNE M & CATHRINE L	8723 CRESCENT VALLEY DR NW GIG HARBOR, WA 98332	74400

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
	435550 012 0	DAHLIA, ROBERT M & LENA L	68 IRVING AVE CROTON ON HUDSON, NY 10520	68400
	022105 409 6	DELMONTE, DOUGLAS/REBECCA	PO BOX 7191 TACOMA, WA 98407	615800
	022108 118 3	DOLE, WILFRED H JR	7520 GOODMAN DR NW GIG HARBOR, WA 98332	267300
	022105 408 3	FAIN, CHARLES	8104 GOODMAN DR NW GIG HARBOR, WA 98332	408800
	022108 103 0	FOOTE, EARLE G DR & PATRICIA	HC 79 BOX 52 MELBA, ID 83641	409700
	022105 105 2	FORD , CHRISTOPHER N / T CARRIE	820 N JUNETT ST TACOMA, WA 98406	41100
	022105 306 8	GALLIGAN, TERRENCE A	8708 GOODMAN DR NW GIG HARBOR, WA 98332	511300
	022105 410 8	GARBER, DOUGLAS & PATRICIA J	8420 GOODMAN DR NW GIG HARBOR, WA 98332	340600
	609100 004 0	GONSALVES, RONALD S	2506 81ST ST NW GIG HARBOR, WA 98332	238500
	022105 800 3	GORTON, KENNETH B SR/MARGIT V	3300 W 30TH AVE ANCHORAGE, AK 99517	262300
	022105 602 8	GREYDANUS, WESLEY K/MARGARET S	1936 MOUNTAIN VIEW AVE W TACOMA, WA 98466	677600

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
	022105 7 001	MARSHALL, JOHN	P.O. BOX 448 GIG HARBOR, WA 98335	415100
	022105 413 9	MATHEWS, JAMES L & STORMY S	8506 GOODMAN DR NW GIG HARBOR, WA 98332	308500
	022105 412 9	MATHEWS, JAMES L & STORMY S	8506 GOODMAN DR NW GIG HARBOR, WA 98332	45900
	022105 801 1	MAULDIN, ARLENE K/SE	P.O. BOX 2142 GIG HARBOR, WA 98335	61900
	022105 402 7	MC VICKER, TIMOTHY CASS	112 CRESTWOOD DR SW TACOMA, WA 98498	282900
	609100 019 0	MCMAHON, ROGER L/STEPHANIE J	5691 4TH ST SE EAST WENATCHEE, WA 98802	44900
	022105 802 8	MIRALDI, CARL & CHRISTA	8223 GOODMAN DR NW GIG HARBOR, WA 98332	417500
	022105 309 8	MOI, ANITA E	8711 RANDALL DR NW GIG HARBOR, WA 98332	556200
	022108 102 9	MORTENSEN, RALPH B	7716 GOODMAN DR NW GIG HARBOR, WA 98332	134700
	022105 402 8	MULLIN, DEAN W	PO BOX 668 GIG HARBOR, WA 98335	532800
	022105 407 0	MYERS, R F	14314 68TH AVE NW GIG HARBOR, WA 98332	15200

**EAST GIG HARBO
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
	022105 801 8	NICHOLSON, HJORDIS	8019 26TH AVE NW GIG HARBOR, WA 98332	301800
	022105 803 2	NICKOLAS, NICK P II/COURTNEY A	8215 GOODMAN DR NW GIG HARBOR, WA 98332	431100
	022105 202 6	NOBLEY, BILL S & BARBARA R	8905 RANDALL DR NW GIG HARBOR, WA 98332	162100
	435550 009 0	O'STEEN, RICHARD G/MARLA D	2702 88TH ST CT NW GIG HARBOR, WA 98332	225600
	022105 800 6	ORLANDO, VICTOR J & ALINE M	PO BOX 155 GIG HARBOR, WA 98335	196600
	022105 800 5	ORLANDO, VICTOR J/ALINE M	P.O. BOX 155 GIG HARBOR, WA 98335	5400
	022105 204 3	PALZER, CHRIS & CATHY	36256 SE FISH HATCHERY RD FALL CITY, WA 98024	22600
	022105 407 7	PALZER, CHRIS & CATHY	36256 SE FISH HATCHERY RD FALL CITY, WA 98024	54300
	022105 416 1	PECK, SCOTT E; KAREN L	8601 GOODMAN DR NW GIG HARBOR, WA 98332	180900
	022105 415 9	PETERS, CLAUDIA E/JEANETTE E	1207 92ND AVE E PUYALLUP, WA 98373	213500
	022105 415 8	PETERS, CLAUDIA E	9112 LAKEWOOD DR SW #121 TACOMA, WA 98499	20100

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
	022105 200 7	PETERSON, JOYCE ANNA	3117 89TH ST NW GIG HARBOR, WA 98332	220200
	022105 205 0	PIERCE, ROBERT M/TONI	3503 HARBORVIEW DR GIG HARBOR, WA 98332	381800
	022105 603 0	RICE, EVANGELINE M	12312 125TH ST CT E PUYALLUP, WA 98374	17700
	022105 416 3	RICKEY, JAMES R & NANCY J	8509 GOODMAN DR NW GIG HARBOR, WA 98332	235100
	022105 410 7	RICKEY, JAMES R	8509 GOODMAN DR NW GIG HARBOR, WA 98332	7800
	435550 017 0	RUNIONS, CRAIG/MARK F TRUSTEE	17759 13TH AVE NW SEATTLE, WA 98177	240200
	022105 204 5	SANDELL, KENNETH G & JO ANNE	9002 RANDALL DR NW GIG HARBOR, WA 98332	423100
	022105 205 4	SCHWARTZ, HILLEL & MARILYN	PO BOX 44974 TACOMA, WA 98444	32100
	022105 7 002	SCOTT FAMILY TRUST/TR,	8717 RANDALL DR NW GIG HARBOR, WA 98332	737600
	022105 408 7	SEATTLE YACHT CLUB,	1807 E HAMLIN ST SEATTLE, WA 98112	659800
	022105 415 0	SELFORS, JACK D	8304 GOODMAN DR NW GIG HARBOR, WA 98332	419100

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
	022105 803 0	SELFORS, JACK D	8304 GOODMAN DR NW GIG HARBOR, WA 98332	67100
	022105 207 3	SHERMAN, MICHAEL J/CAROL A	8808 RANDALL DR NW GIG HARBOR, WA 98332	621400
	022105 802 0	SHUEY, HERBERT W & DONNA C TTEE	8323 GOODMAN DR NW GIG HARBOR, WA 98332	226500
	022105 801 9	SHUEY, DARYL W	8321 GOODMAN DR NW GIG HARBOR, WA 98332	148600
	022105 802 1	SHUEY, HERBERT W & DONNA C TTEE	8323 GOODMAN DR NW GIG HARBOR, WA 98332	91300
	022105 802 2	SHUEY, HERBERT W & DONNA C TTEE	8323 GOODMAN DR NW GIG HARBOR, WA 98332	91300
	022105 407 6	SMITH, J R	8406 GOODMAN DR NW GIG HARBOR, WA 98332	397100
	022105 206 1	STEARNS, STANLEY D/JUDITH T	3024 89TH ST NW GIG HARBOR, WA 98332	80600
	022105 304 1	STEARNS, STANLEY D/JUDITH T	PO BOX 55603 HOUSTON, TX 77255	1168900
	022104 300 9	STOLEN, TERRY	11103 86TH AVE E PUYALLUP, WA 98373	70200
	022105 602 9	STUVLAND, ROBERT L	9509 RANDALL DR NW GIG HARBOR, WA 98332	95500

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
	022105 209 9	SWEERUS, NEIL G & ATARAH L	8912 RANDALL DR NW GIG HARBOR, WA 98332	467700
	022108 102 7	TAYLOR, RONALD E/BARBARA E	PO BOX 546 GIG HARBOR, WA 98335	557600
	022105 803 5	THRALL, PAT	8011 GOODMAN DR NW GIG HARBOR, WA 98332	57100
	022105 414 5	THRALL, SAMUEL M JR & ANITA V TTEE	8416 GOODMAN DR NW GIG HARBOR, WA 98332	259500
	022105 803 4	THRALL, PAT	8011 GOODMAN DR NW GIG HARBOR, WA 98332	146900
	022105 480 0	THRALL, SAMUEL M JR & ANITA V TTEE	8416 GOODMAN DR NW GIG HARBOR, WA 98332	21300
	022105 204 8	WAGNER, THOMAS W	8920 RANDALL DR NW GIG HARBOR, WA 98332	404800
	022105 200 5	WARD, AGNES S	PO BOX 383 GIG HARBOR, WA 98335	809900
	022108 103 4	WEISS, WILLIAM L	7610 GOODMAN DR NW GIG HARBOR, WA 98332	344800
	022108 109 4	WESLEY, SCOTT H & SHIRLEY	7515 GOODMAN DR NW GIG HARBOR, WA 98332	2800
	022108 108 3	WESLEY, SCOTT H/SHIRLEY	7515 GOODMAN DR NW GIG HARBOR, WA 98332	384100

**EAST GIG HARBO
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
	022108 109 5	WESLEY, SCOTT H	7515 GOODMAN DR NW GIG HARBOR, WA 98332	208400
	022108 105 3	WEYMOUTH, LAURA	944 VELUCE BLVD LOS ANGELES, CA 90015	159400
	022105 800 7	WHATMOUGH, WILLIAM A/HW HELEN D	2809 86TH STREET CT NW GIG HARBOR, WA 98332	239800
	022105 203 8	WHEELER, MICHAEL I	9504 CRESCENT VALLEY DR NW GIG HARBOR, WA 98332	124400
	022105 416 2	WOLFE, CHRISTOPHER S & LORRIE E	8527 GOODMAN DR NW GIG HARBOR, WA 98332	291900
	022105 405 8	YOUNG, DONALD D	8502 GOODMAN DR NW GIG HARBOR, WA 98332	463500
SUB TOTAL				29725700
Y	022105 107 9	ADAIR, JAMES L & MARY L	PO BOX 1455 GIG HARBOR, WA 98335	312500
Y	022105 414 3	ANDERSON, SELFRID & HELEN TTEE	10312 CRESCENT VALLEY DR NW GIG HARBOR, WA 98332	85400
Y	022105 416 0	ANDERSON, SELFRID & HELEN TTEE	10312 CRESCENT VALLEY DR NW GIG HARBOR, WA 98332	112100
Y	022105 400 3	ASH, A G	8417 24TH AVE NW GIG HARBOR, WA 98332	151100

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
Y	022105 408 6	ASH, A G	8417 24TH AVE NW GIG HARBOR, WA 98332	62600
Y	022105 400 6	ASH, A G	8417 24TH AVE NW GIG HARBOR, WA 98332	121400
Y	022105 409 9	ASH, A G	8417 24TH AVE NW GIG HARBOR, WA 98332	5600
Y	435550 007 1	BAKER, ROBERT	2616 88TH ST CT NW GIG HARBOR, WA 98332	195600
Y	022105 800 4	BAKER, JAC E; JEAN T	8637 CRESCENT VALLEY DR NW GIG HARBOR, WA 98332	231500
Y	609100 017 0	BLACK, DWIGHT/KONNI S	2505 81ST ST NW GIG HARBOR, WA 98332	282900
Y	022108 106 6	BROWN, SAMUEL H & NATHALIE	702 A ST TACOMA, WA 98402	330000
Y	022108 103 9	BROWN , SAMUEL H & NATHALIE B	11604 INTERLAAKEN DR SW TACOMA, WA 98498	402700
Y	609100 003 0	BRUBAKER, JANE W; JANE W TRUSTEE	3059 NW 117TH DR PORTLAND, OR 97229-8809	44900
Y	609100 002 0	CHASE, GEORGE M & SUE A	2514 81ST ST NW GIG HARBOR, WA 98332	223400
Y	022105 206 7	CHILDRESS, ALAN R & MARYELLEN	9045 OAK ST NE SAINT PETERSBERG, FL 33702	25000

**EAST GIG HARBO
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
Y	022105 602 6	CLOUSE, ADELE LUND/DAN LEE	3316 HARBORVIEW GIG HARBOR, WA 98332	323700
Y	435550 024 0	CURTIS, RICHARD/CONSTANCE	2507 88TH ST CT NW GIG HARBOR, WA 98332	164900
Y	435550 006 0	CUZZETTO, CHARLES E & S L RACE	2614 88TH ST CT NW GIG HARBOR, WA 98332	192600
Y	022108 106 1	D/J COMPANY,	6415 8TH ST E TACOMA, WA 98424	108200
Y	022105 204 4	DAVID, FRANK	9009 RANDALL DR NW GIG HARBOR, WA 98332	110600
Y	022105 306 3	DAVIS, SCOTT A/HAYLEY C	8524 GOODMAN DR NW GIG HARBOR, WA 98332	11300
Y	022108 109 7	DAVIS, ARDEN E/NITAYA	7606 GOODMAN DR NW GIG HARBOR, WA 98332	600
Y	022108 110 0	DAVIS, ARDEN E/NITAYA	7606 GOODMAN DR NW GIG HARBOR, WA 98332	600
Y	022105 415 3	DAVIS, SCOTT A/HAYLEY C	8524 GOODMAN DR NW GIG HARBOR, WA 98332	286200
Y	022105 401 0	DAVIS, SCOTT A/HAYLEY C	8524 GOODMAN DR NW GIG HARBOR, WA 98332	305100
Y	022108 109 6	DAVIS, ARDEN E/NITAYA	7606 GOODMAN DR NW GIG HARBOR, WA 98332	300

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
Y	022108 110 3	DAVIS , ARDEN E & NITAYA	7606 GOODMAN DR NW GIG HARBOR, WA 98332	182900
Y	022105 107 8	DEEDS, DENNIS W & KAREN A	8909 CRESCENT VALLEY DR NW GIG HARBOR, WA 98332	26500
Y	022105 106 7	DEEDS, DENNIS W & KAREN A	8909 CRESCENT VALLEY DR NW GIG HARBOR, WA 98332	114700
Y	022105 200 4	DOBLER, JOHN	PO BOX 111088 TACOMA, WA 98411	1104000
Y	022105 203 4	DOBLER, JOHN D & REBECCA G P	PO BOX 111088 TACOMA, WA 98411	174500
Y	022105 203 7	DOBLER, JOHN D & REBECCA G P	PO BOX 111088 TACOMA, WA 98411	225000
Y	022105 203 2	DOBLER INV CO,	PO BOX 111088 TACOMA, WA 98411	225500
Y	022105 203 3	DOBLER INV CO,	PO BOX 111088 TACOMA, WA 98411	217700
Y	022105 203 6	DOBLER LAND CO,	PO BOX 111088 TACOMA, WA 98411	178900
Y	022105 209 6	DOBLER LAND CO,	PO BOX 111088 TACOMA, WA 98411	185600
Y	022105 210 1	DOBLER LAND CO,	3012 S 47TH ST TACOMA, WA 98409	278600

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
Y	022105 401 1	DUTTON, DONNELL W/RUTH M	8510 GOODMAN DR NW GIG HARBOR, WA 98332	331900
Y	609100 009 1	ENGELKING, PETER R & NORMA J	2416 81ST ST NW GIG HARBOR, WA 98332	395900
Y	435550 019 0	FUJITA, ALAN & NATALIE	2621 88TH ST CT NW GIG HARBOR, WA 98332	208500
Y	609100 007 0	GIBSON, DAVID E	2420 81ST ST NW GIG HARBOR, WA 98332	67300
Y	609100 008 1	GIBSON, DAVID E	2420 81ST ST NW GIG HARBOR, WA 98332	378500
Y	022105 603 1	GORRISSEN, WILLY J & MARGARET M	8916 RANDALL DR NW GIG HARBOR, WA 98332	375300
Y	435550 013 0	GREMLER, RICHARD H/TR	2708 88TH ST CT NW GIG HARBOR, WA 98332	272600
Y	022105 305 3	GREUL, KATHRYN	P.O. BOX 1764 PORT ANGELES, WA 98362-2123	486900
Y	022105 206 6	GREUL, KATHRYN	P.O. BOX 1764 PORT ANGELES, WA 98362-2123	161700
Y	435550 020 0	HARDWICK, ROBERT E & JEAN M	2619 88TH ST CT NW GIG HARBOR, WA 98332	172500
Y	400088 004 0	HAUGEN, DAVID	2418 89TH ST CT NW GIG HARBOR, WA 98332	168100

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
Y	022108 116 5	HEGMAN, KENNETH R & BETTY J	7719 GOODMAN DR NW GIG HARBOR, WA 98332	339200 .
Y	022108 103 5	HOLMAAS, JOHN W & CAROLE J	PO BOX 206 GIG HARBOR, WA 98335	638900 .
Y	022108 115 3	HOLMAAS, JOHN W & CAROLE J	PO BOX 206 GIG HARBOR, WA 98335	60200
Y	435550 001 0	IMRIE, GORDON T/FRANCINE M	678 BAXTER RD EUGENE, OR 97402	800
Y	435550 002 0	IMRIE, GORDON T A /FRANCINE M COATE	678 BAXTER RD EUGENE, OR 97402	800
Y	435550 003 0	IMRIE, GORDON T A /FRANCINE M COATE	678 BAXTER RD EUGENE, OR 97402	40300
Y	022108 102 6	LINDGREN, ERIC W	7822 GOODMAN DR NW GIG HARBOR, WA 98332	675800 .
Y	022108 108 9	LINDGREN, ERIC W	7822 GOODMAN DR NW GIG HARBOR, WA 98332	341800 .
Y	022108 102 2	MALANCA, ALBERT R & GLENNA L	7916 GOODMAN DR NW GIG HARBOR, WA 98332	868900 \
Y	022108 115 2	MALANCA, ALBERT R & JEANNINE M	7922 GOODMAN DR NW GIG HARBOR, WA 98332	696400 \
Y	022105 307 7	MANN, JOANN	8610 GOODMAN DR NW GIG HARBOR, WA 98332	274900 :

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
Y	022105 400 7	MANN, JOANN	8610 GOODMAN DR NW GIG HARBOR, WA 98332	1000
Y	435550 026 0	MC DONALD, ANDREW & VICTORIA A	2411 88TH ST CT NW GIG HARBOR, WA 98332	800
Y	435550 025 0	MC DONALD, ANDREW & VICTORIA A	2411 88TH ST CT NW GIG HARBOR, WA 98332	148000
Y	022105 412 6	MC LEOD, ELLIOTT A	8701 CRESCENT VALLEY DR NW GIG HARBOR, WA 98332	182000
Y	022105 803 3	MCLEOD, ELLIOTT A/EVELYN H	8635 CRESCENT VALLEY DR NW GIG HARBOR, WA 98332	356100
Y	400088 005 0	MILLER, TROY / LYNNEL	2414 89TH ST CT NW GIG HARBOR, WA 98332	143700
Y	022108 115 4	MORFEE, THOMAS D & PATRICIA L	7903 26TH AVE NW GIG HARBOR, WA 98332	367800
Y	022105 603 5	MORITZ, CHRIS C	51 WESTGATE LAGUNA NIGUEL, CA 92677	18600
Y	022105 603 4	MORITZ, CHRIS C	51 WESTGATE LAGUNA NIGUEL, CA 92677	19800
Y	022105 603 3	MORITZ, CHRIS/SE	51 WESTGATE LAGUNA NIGUEL, CA 92677-9277	19800
Y	435550 005 0	MORRISON, JULIAN W/KAREN P	2510 88TH ST CT NW GIG HARBOR, WA 98332	160800

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
Y	022105 408 0	MUELLER, RANDY A ET AL	8424 GOODMAN DR NW GIG HARBOR, WA 98332	325200
Y	022105 401 3	MUELLER, RANDY A ET AL	8424 GOODMAN DR NW GIG HARBOR, WA 98332	21000
Y	435550 018 0	MURDOCK, BRUCE E/CAROL A TRUSTEES	738 GALAXY DR LA CANADA, CA 91011	212900
Y	022108 103 1	NEDDERMAN, THEODORE ANANCY A	725 CRESTA MIRA DR EL PASO, TX 79912	215900
Y	435550 021 0	NIXON, DANNY TOMAVALERIE A	2617 88TH ST CT NW GIG HARBOR, WA 98332	195800
Y	435550 022 0	OSBORN, LLOYD & OLETTA M	2511 88TH ST CT NW GIG HARBOR, WA 98332	183800
Y	435550 016 0	OTTESEN, CAROLYN J	2707 88TH ST CT NW GIG HARBOR, WA 98332	289700
Y	022105 300 0	PATTISON, BRADLEY D & MARILYN E	8702 GOODMAN DR NW GIG HARBOR, WA 98332	487700
Y	435550 008 1	PRESTON, JOY DIANE	2620 88TH ST CT NW GIG HARBOR, WA 98332	204700
Y	435550 010 0	PRIME, JEFFERY S & CHRISTINE L	2704 88TH ST CT NW GIG HARBOR, WA 98332	239600
Y	022105 201 5	RAMSAY, ROBERT T & ELEANOR N TRUSTE	2004 E OCEAN BLVD NEWPORT BEACH, CA 92661	287600

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
Y	022105 108 2	REDMOND, THOMAS P/HW	9004 24TH AVE NW GIG HARBOR, WA 98332	147500
Y	022105 414 7	RICE, MATHEW M	8320 GOODMAN DR NW GIG HARBOR, WA 98332	638400
Y	022105 406 6	RICE, MATHEW M	PO BOX 1202 GIG HARBOR, WA 98335	194500
Y	609100 006 0	ROLLO, JEAN M & IAN M	2428 81ST ST NW GIG HARBOR, WA 98332	238800
Y	022108 109 3	RUSSELL, BARTON O	7609 GOODMAN DR NW GIG HARBOR, WA 98332	110900
Y	022105 413 7	SEIDAL, ROBERT D & EVA M	9120 31ST ST W TACOMA, WA 98466	298500
Y	435550 023 0	SHAFFER, RICHARD & SHARON S	2509 88TH ST CT NW GIG HARBOR, WA 98332	174800
Y	022108 102 8	SLOAN, PHILIP R & SANDRA B BOBRICK	126 POINT FOSDICK CIR NW GIG HARBOR, WA 98335	386300
Y	022108 105 2	SMITH, JAMES A & VIRGINIA C	7919 26TH AVE NW GIG HARBOR, WA 98332	339800
Y	022108 103 2	SPENCER, RICHARD A & PHYLLIS	7702 GOODMAN DR NW GIG HARBOR, WA 98332	301800
Y	022108 107 7	SPROUSE, JOHN E & PATRICIA S	7930 GOODMAN DR NW GIG HARBOR, WA 98332	211600

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
Y	022108 106 8	SPROUSE, JOHN E/PATRICIA S	7930 GOODMAN DR NW GIG HARBOR, WA 98332	261000
Y	435550 004 0	STEINBART, REINHARD/JYTTE	2508 88TH ST CT NW GIG HARBOR, WA 98332	185000
Y	022105 306 9	STURDIVANT, ROBERT J & CRAIG C G	8606 GOODMAN DR NW GIG HARBOR, WA 98332	327000
Y	022108 113 2	SWAIN, DANIEL	10004 42ND ST E PUYALLUP, WA 98371	63200
Y	022108 106 3	SWAIN, DAN	10004 42ND ST E PUYALLUP, WA 98371	87300
Y	609100 012 0	TELSEY, ROGER W & GAIL S	2404 81ST ST NW GIG HARBOR, WA 98332	391500
Y	609100 013 0	TELSEY, ROGER W/GAIL S	2404 81ST ST NW GIG HARBOR, WA 98332	67300
Y	022105 409 1	THORPE, ROBERT M/ELLA MARY TRUST THORPE P	8020 GOODMAN DR NW GIG HARBOR, WA 98332	623900
Y	022105 402 9	THORPE, ROBERT M	8020 GOODMAN DR NW GIG HARBOR, WA 98332	436000
Y	022105 404 4	THORPE, ROBERT M & ELLA MARY	8020 GOODMAN DR NW GIG HARBOR, WA 98332	268000
Y	022108 113 3	TRAAEN, CHARLES T	7701 GOODMAN DR NW GIG HARBOR, WA 98332	248200

**EAST GIG HARBOR
ANNEXATION
PROPERTY ASSESSMENT ROLLS**

PETITION SIGNED	PARCEL NUMBER	FULL NAME	STREET ADD CITY STATE ZIP	VALUE
Y	609100 011 1	VANCE, PHILIP A & JENNIFER S	2408 81ST ST NW GIG HARBOR, WA 98332	417800
Y	022105 307 6	VEITENHANS, ALVIN D & JOAN M	8616 GOODMAN DR NW GIG HARBOR, WA 98332	359600
Y	022105 205 9	VONNEGUT, RAULIN N	14808 BANDIX RD SE OLALLA, WA 98359	24800
Y	400088 001 0	WATT, JAMES W/CONNIE A	2401 89TH STREET CT NW GIG HARBOR, WA 98332	199700
Y	609100 001 0	WELLS, SAMUEL C/GIORGINA CANDELARIA	2519 81ST ST NW GIG HARBOR, WA 98332	227700
Y	022108 113 0	WIDNEY, GLADYS I	7815 GOODMAN DR NW GIG HARBOR, WA 98332	459900
Y	022108 110 6	WIDNEY, GLADYS I/TR	7815 GOODMAN DR NW GIG HARBOR, WA 98332	21900
Y	022108 113 1	WIDNEY, GLADYS I	7815 GOODMAN DR NW GIG HARBOR, WA 98332	20700
Y	022105 207 2	WILTBANK, SCOTT D & CHRISTEL M	3122 96TH ST NW GIG HARBOR, WA 98332	137400
			SUB TOTAL	25915000
			TOTAL	55640700



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PLANNING-BUILDING STAFF
SUBJECT: CONTRACT FOR CONSULTANT SERVICES - POST ANNEXATION CENSUS
DATE: August 7, 1997

Background/Introduction

One of the department objectives for 1997 was to complete a census of the two recent annexation areas, Gig Harbor North and Westside. Because of the size and population of the annexation areas, it was decided to contract for services to undertake and complete the annexations.

Quotes were requested in April of this year. Only one bid (from Kask Consulting) was received. Consequently, staff checked with various agencies and planning consulting firms in an effort to secure more bids for the annexation census. As a result, one other bid was submitted to the city.

Policy Issues

The post-annexation census is a requirement under RCW 35A.14.700 and is filed with the "annexation certificate." Its purpose is to assure that the city receives credit for its increased population for the allocation and distribution of state funds. Although the law requires that the certificate be filed within 30 days of annexation of the annexation date, it does not require the census to be done at that time. However, the certificate is not considered by OFM until the post-annexation census is completed.

Fiscal Impact

The department budgeted a total of \$35,145 for contract services for 1997. The following bids were received:

Kask Consulting	\$15,260
Robert Scribner	\$21,697
US Census Bureau	Varies, possibly as high as \$50,000 (informal quote)

Staff had initially estimated that the census project would cost approximately \$20,000.

Recommendation

Mr. Kask's bid at \$15,260 is about 25% lower than the initial estimate. Mr. Scribner's bid at \$21,697 exceeds the estimated amount by \$1,697. Both bids are within the overall budgeted amount.

Kask and Associates experience (with one annexation) and overall knowledge of the process appears limited when compared to Mr. Scribner's past work. With four major annexations and incorporations, Mr. Scribner has had considerable experience in census project management.

This is a professional services contract and the city is not obligated to accept the lowest bid. The department's preference is to offer the contract to Robert Scribner's team. A contract for professional services in an amount not to exceed \$21,697 is attached for your review and approval.

ROBERT D. SCRIBNER

33025 Pacific Pl.

Black Diamond, Wa. 98010

(360) 886-7209 or (206) 655-0101

E-Mail: Rangerrob@msn.com or M/S 1R-40

OBJECTIVE

To utilize my skills and experience as a Business Process Analyst, General Manager, Project Manager, Production Line Supervisor and Fabrication Skills Instructor. To work hard and serve a growing company, where proven abilities are rewarded with opportunities.

EXPERIENCE

BOEING COMPANY

SUPERVISOR/INSTRUCTOR 1997 - CURRENTLY

Supervisor for the Renton Wire Shop, Specialized in Team Concepts and Statistical Process Control Methods of Management. Performed area reports and Daily Status for Production of Wire Assemblies for the 737 and 757 aircraft. Average 36 employees. Ref: Don Shultz; 544-1657

BOEING COMPANY - BUSINESS MANAGEMENT GROUP - DEVELOPMENTAL MANUFACTURING

INDUSTRIAL PROCESS ANALYST 3 - 1996 - 1997

Analyze current and proposed manufacturing processes and products and use industrial engineering methodologies to evaluate them and recommend improvements to eliminate non value added steps. Provide and oversees the factory with planning and consultation using statistical process control and hardware variability control data and techniques. AIW (Lean Mfg.) Focal. Ref. Dan Price: 655-9586. Also assist in Cost Accounting, organizational presentations and Business Plan development.



City of Kent, City of Puyallup & Des Moines - Project Manager (Own Consultant Co.)

CENSUS ADMINISTRATOR - PLANNING DEPARTMENT 1995 - CURRENTLY

Organize, coordinate and direct the operations of the Meridian Annexation and the Puyallup South Hill Population Census project. Lead role in a variety of complex and professional planning such as developing a comprehensive plan for the project, preparation of census GIS maps, field work, computer software setup and assist in the hiring of census supervisors and census takers. The Meridian Annexation Project was the largest census performed in the State of Washington. 73 Employees; Project came \$ 112,000.00 under budget with high quality data. The Puyallup Annexation was contracted as a smaller census after the Meridian Annexation. Other cities include: City of Shoreline, City of Kent (Meridian Valley & Del-Mar Annexation, starting June 1, 1997)

Projects Completed; REF. MARGIE PORTER - 859-4156, STEVE PILCHER 206-841-5444, JUDITH KILGORE 206 - 870 - 6554

CUTTING EDGE KITES, INC.

GENERAL MANAGER & OFFICER - 1992 - 1995

Responsible for 4 Retail store branches and one mail order company. Skills required, Inventory Management, Personnel Management, Sales, Purchasing, Operations Management, People Skills, Marketing and Phone Skills. On call 24 hrs a day, 7 days a week.

Reason for Leaving: Company was sold; Ref: Monica Barber; 360-289-0667

Ref; Dan Davis; 360-802-0258 or 206-994-8103

EXPERIENCECONT.

BOEING COMPANY

SUPERVISOR/INSTRUCTOR 1982 - 1993

Supervised for the Renton Wire Shop for over 3 years, Specialized in Team Concepts and Statistical Process Control Methods of Management. Performed area reports and Daily Status for Production of Wire Assemblies for the 737 and 757 aircraft. Average 36 employees. Ref: Don Shultz; 544-1657

BOEING - EVERETT SKILLS PROCESS CENTER

INSTRUCTOR (1989-1990) AND 6 YEARS HOURLY EXPERIENCE (1981 - 1988)

Instructed Electrical and Mechanical Certifications and Skill Development to Hourly and Salary Employees. Developed and maintained teaching plans.

Reason for Leaving: Layoff; Ref: Jay Powell 206-862-8419 or Jody Taylor 631-6677

EDUCATION

BOEING TRAINING DEVELOPMENT PROGRAMS

Renton/Everett Washington

Over 200 Certifications/Seminars and Courses /1000+ Hrs. Skills Development.

From 1982 - 1996

Accomplishments: Management Development, Statistical Process Control, Team Concepts, Total Quality Management, Instructor Training Development, EEO, Affirmative Action, Employee Development Concepts, People Skills, Computers, World Class Business Concepts, AIW Lean manufacturing.

GREEN RIVER COLLEGE

Auburn, Washington

Studied: Business Administration

From: 1979 - 1981

Accomplishments: Effective Writing Skills, Business Law, Accounting.

KENT MERIDIAN HIGH SCHOOL

Kent, Washington

Studied: Business and the Arts

From: 1976 - 1979

SKILLS

- People Skills and "lead by example".
- AIW Lean Manufacturing Focal
- Total Quality Management Practices/SPC, Measurement systems/process flow reduction
- Inventory Control Management /Bar code JIT practices/ Cash management.
- Windows 95, Corel Draw, Word, WordPerfect, Lotus, Works, Excel, Data Bases, Accounting Software, Internet, Bar-code Software Inventory Control, MS Project, Freelance, CMS & ABMS.
- Project Management/ Business & Process Consultant (Still active)
- Instructor - Skills and Employee Development Programs
- Manufacturing and Fabrication Line Supervisor
- Airplane Flight Line / Production Line Experience
- General Manager-Retail Operations
- Contract Negotiations
- Cost Accounting

COMMUNITY ACTIVITIES AND HOBBIES

Activities include Fishing, Boating, Hunting, Kiting, Computers and Camping

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GIG HARBOR
AND Robert D. Scribner**

THIS AGREEMENT, is made this 11th day of August 1997, by and between the City of Gig Harbor (hereinafter the "City), and Robert D. Scribner (Cutting Edge Enterprises), (hereinafter "Consultant"), doing business at Robert D. Scribner, Cutting Edge Enterprises, 33025 Pacific Place, Black Diamond, WA 98010.

WHEREAS, Consultant is in the business of providing professional census enumeration services for two, recently annexed areas (Westside and Gig Harbor North); and

WHEREAS, the City desires to contract with Consultant for the provision of such services for special census enumeration (population and housing) , and Consultant agrees to contract with the City for same; and

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

TERMS

1. Description of Work. Consultant shall perform work as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Consultant shall not perform any additional services without the express permission of the City.

2. Payment.

2.1 The City shall pay Consultant flat rate set forth in Exhibit A, but not more than a total of twenty-one thousand, six hundred ninety seven dollars (\$21,697) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.

2.2 Consultant shall submit bi-weekly payment invoices to the City after such services have been performed, and the City shall make payments within two (2) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

2.3 If the City objects to all or any portion of any invoice, it shall so notify Consultant of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Agreement. As Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Consultant shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. 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 Consultant or his employees, agents, representatives or subcontractors. Consultant will be solely and entirely responsible for his acts and for the acts of Consultant's agents, employees, representatives and subcontractors 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 Consultant performs hereunder.

4. Place of Work. The majority of consultant's work will be performed in the field, outside of normal City work space. The City shall provide the Consultant with a telephone and fax machine for the hours worked by the Consultant at the City offices. The City recognizes that Consultant is employed by other clients, and may need to coordinate other projects while Consultant is at the City's offices. However, the Consultant will not bill the City for any time spent coordinating other projects at the City. Consultant further agrees not to utilize City resources for personal or other business use unrelated to the City's project, except for telephone messaging. Consultant shall bill all telephone calls not related to City business to his business office, and the City shall not have the responsibility to separate such telephone calls from City telephone bills in order to bill the Consultant.

5. Duration of Work. At present, it is anticipated that Consultant will perform the work as described in Exhibit A, for approximately twenty-five (25) hours per week, for a period of approximately thirty (30) days. This is merely an estimate of the level and length of services to be provided, and does not guarantee Consultant a minimum of work at this level, payment to the Consultant of the maximum amount authorized under this Agreement, or for work throughout this period of time. The parties therefore acknowledge that the Consultant may be terminated as provided in Section VI before twenty-one days has elapsed or the maximum amount of this Agreement is expended.

6. Termination.

6.1 Termination Upon City or Consultant's Option. Both parties shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the other party.

6.2 Termination for Cause. If Consultant refuses or fails to complete the tasks described in Exhibit A, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to Consultant, give notice of its intention to terminate this Agreement. After such notice, Consultant shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Consultant fails to cure to the satisfaction of the City, the City shall send Consultant a written termination letter which shall be effective upon deposit in the United States mail to Consultant's address as stated below.

6.3 Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Consultant to the effective date of termination, as described in the final invoice to the City.

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

8. **Indemnification.** The consultant hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, losses or suits including attorneys' fees, awards or liabilities to any person, including claims by Consultant's own employees to which Consultant might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the acts or omissions of the Consultant, its agents, employees, subcontractors or officers, in performing this Agreement are the proximate cause. Such indemnification 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 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 officer, officials employees, agents and representatives, the Consultant's liability shall only be 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 Title 51 RCW, solely for the purposes of this indemnification, This waiver has been mutually negotiated by the parties.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification. It is further specifically and expressly understood that the indemnification provided herein constitutes Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

9. Entire Agreement. The written provisions and terms of this Agreement, together with all 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.

10. City's Right of Supervision, Limitation of Work Performed by Consultant. Even though Consultant works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. While performing work under this Agreement, Consultant shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. Work Performed at Consultant's Risk. Consultant shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Consultant's own risk, and 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.

12. Consultant to Maintain Records to Support Independent Contractor Status. Consultant agrees that he either already has or will take the following actions in order to maintain his independent contractor status:

12.1 File a schedule of expenses with the Internal Revenue Service, if applicable, for the type of business Consultant conducts;

12.2 Establish an account with the Washington State Department of Revenue and all other necessary state agencies for the payment of state taxes normally paid by employees, and register to receive a unified business identifier number from the State of Washington; and

12.3 Maintain a separate set of books and records that reflect all items of income and expenses of Consultant's business.

The above shall be performed by the Consultant as described in the Revised Code of Washington (RCW) Section 51.08.195, in order that the City's contracting for services under this Agreement shall not give rise to an employee-employer relationship subject to Title 51 RCW, Industrial Insurance.

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

14. Assignment. Any assignment of this Agreement by Consultant without the written consent of the City shall be void.

15. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of 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.

16. 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.

17. Resolution of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, comprehensive general liability and automotive liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its employees, agents or subcontractors. The cost of such insurance shall be borne by the consultant. The Consultant shall maintain limits on such insurance in the following amounts:

\$ _____ on the comprehensive general liability.
\$ _____ on the automotive liability.
\$ _____ on professional liability.

The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Consultant agrees to provide the City with certificates of insurance evidencing the required coverage before the consultant begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail. The City reserves the right to require complete certified copies of all required insurance policies at all times.

19. Attorneys' Fees. In the event of litigation which arises from enforcement of any of the terms and conditions of this Agreement, the prevailing party shall be reimbursed for its attorneys' fees from the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF GIG HARBOR

By: _____

By: _____
Its _____

Notices should be sent to:

The City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335
Attn:

Approved as to Form:

Attorney for City of Gig Harbor

EXHIBIT A

Scope of Work

I. **Generally.** Consultant shall provide the following services:

Perform special population and housing census for the Westside and Gig Harbor North Annexation areas, in accordance with the procedure and requirements established by the Washington Office of Financial Management. Consultant shall provide those services and products identified in Attachment B to this contract.

Consultant will work under the direct supervision of the City's Planning and Building Department and will not be in a decision-making role. Consultant will assist the Planning and Building Department in evaluating projects, as assigned, developing schedules, procedures and actions plans to address project needs.

Consultant will regularly coordinate with the and City staff as necessary to address projects and related issues. The Consultant will not be responsible for any decisions which effect or represent the City's interests, or for administering City regulations or programs, including environmental determinations, technical reviews, permit processing and issuance of related decisions and/or permits. When communicating with outside agencies and property owners about his role or responsibilities, Consultant will refer to his area of service as that of "project coordinator," and will refer decisions to other City officials.

II. **Costs.** The following cost breakdown is provided in the bid and is the amount agreed to in this contract:

Salaries	\$13,600
G and A (Taxes and Insurance)	\$ 3,672
Map Development and Planning	\$ 2,000
Copies and Supplies	\$ 425
Travel and Allowances	\$ 2,000
Total Bid Amount	\$21,697

Consultant will document the work performed on invoices sent to the City as described in Section II of the Agreement.

City of Gig Harbor Annexation Bid Summary

To: City of Gig Harbor - Planning or City Clerk
May-11, 1997

From: Robert Scribner

Subject: City of Gig Harbor Annexation Proposal
Attachment (1): City of Gig Harbor Annexation Bid

City of Gig Harbor Annexation

This bid is based on performing the census annexation for the City of Gig Harbor developed from provided GIS area map.

This bid is submitted with the following requirements from the City:

1. Area approximately 1424 acres.
2. Approximately 840 living units, (541 single family, 227 Multi family & 72 Mobile homes).
3. Estimated population of 2000 +
4. 30 days between start and required completion
5. Request a temporary office, workstation or conference room with phone equipped with voice mail.
6. Provide required GIS maps.
7. Temporary City Badges for 8 Enumerators (Average).

This bid will provide the following:

- Enumeration Sheets
- Completed Callback sheets
- All summary sheets
- Block maps based on GIS maps.
- Track maps
- Required manpower
- Census Taker tools and equipment
- City of Gig Harbor Annexation Summary Report
- Formatted Annexation report for O.F.M.
- Computer generated documents
- All printed material required for City and OFM.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*
SUBJECT: NPDES EFFLUENT MIXING STUDY, WATER QUALITY MONITORING,
AND SEDIMENT MONITORING - AMENDMENT TO CONSULTANT
SERVICES CONTRACT
DATE: AUGUST 6, 1997

INTRODUCTION/BACKGROUND

A National Pollutant Discharge Elimination System (NPDES) permit is required for wastewater treatment plant (WWTP) discharges under the provisions of the Federal Clean Water Act as amended, and as administered by the Washington State Department of Ecology (DOE). DOE issued a draft NPDES permit on March 21, 1997 for public review and comment. On May 27, 1997 Council approved a Consultant Services Contract with the consulting engineering firm of Gray & Osborne, Inc., to develop and perform an effluent mixing study, and perform water quality and sediment monitoring in accordance with the provisions in the draft permit.

On July 7, 1997, DOE conducted a public hearing on the draft permit and accepted public comment until July 17, 1997. In the interim, City staff met with representatives of the Waste Action Project to resolve concerns relative to water quality monitoring in Gig Harbor, and other issues. The discussion culminated in a final consent decree which sets forth additional conditions which the City will need to meet in conjunction with its NPDES compliance efforts. The consent decree was filed in the United States District Court on August 5, 1997.

DOE has indicated that it will incorporate the additional provisions in the Final NPDES. However, at this point DOE has not issued a preliminary copy of the Final NPDES permit for staff review, and has not confirmed the date for issuance of the permit. Based on the anticipated additional testing requirements, insufficient staff resources, and the existing consultant services contract for related work, staff has negotiated an amended scope of services with Gray & Osborne, Inc.

The additional services include nine additional water sampling events, triplicate sampling for one event, an additional metals testing event, and addition of a temperature sampling location.

FISCAL CONSIDERATIONS

The amount exceeds previous water quality study efforts due to inflation, the number of sampling events, and additional evaluation requirements. The amount budgeted in 1997 under Item 5 in the Sewer Operating Fund was \$30,000. The original Consultant Services Contract, in the amount of \$49,700 provides for an effluent mixing study, two water quality sampling events, two sediment sampling events, an outfall evaluation and related services. The proposed contract amendment will provide for an additional nine water quality sampling events, one sediment sampling event, additional quality assurance and quality control work, temperature monitoring at

MAYOR WILBERT AND CITY COUNCIL
AUGUST 6, 1997
PAGE 2

an additional site, and related services. Sufficient funds are available for this work through deferral of other planned expenditures.

POLICY CONSIDERATIONS

The additional sampling and testing will assist evaluation of the water quality in Gig Harbor, the need for an accelerated implementation schedule, and the effectiveness and merits of improvement options. In addition, the work is consistent with the City's commitment to water quality in Gig Harbor, the consent decree filed in federal court on August 5, 1997, and the assumed provisions in the Final NPDES permit to be issued by DOE.

RECOMMENDATION

Staff recommends that Council move and approve execution of the Amendment to Consultant Services Contract with Gray and Osborne, Inc., in an amount not to exceed forty-one thousand five-hundred eighty-eight dollars and no cents (\$41,588.00) for a total not to exceed contract amount of ninety-one thousand two-hundred eighty-eight dollars and no cents (\$91,288.00).

AMENDMENT TO
CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRAY & OSBORNE, INC.

THIS AMENDMENT is made to the AGREEMENT, dated May 29, 1997, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc., organized under the laws of the State of Washington, located and doing business at 701 Dexter Avenue North, Suite 200, Seattle, Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City will receive a National Pollutant Discharge Elimination System Permit (NPDES) permit from the Washington State Department of Ecology (DOE) for the City's expanded wastewater treatment plant; and

WHEREAS, the NPDES permit will require an Effluent Mixing Study, Receiving Water Quality Monitoring, and Sediment Monitoring; and

WHEREAS, the NPDES permit has been redrafted to incorporate additional water quality testing, and the City desires to comply with the NPDES permit requirements as redrafted; and

WHEREAS, the Consultant will be performing water quality testing and sediment monitoring under an existing Agreement with the City executed on May 29, 1997 (hereinafter the "Agreement"), and the City desires that the Consultant provide the additional professional services as set forth below; and

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

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

Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all work described in Exhibit A, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2 Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay the Consultant for the work described in Exhibit A to the Amendment, and Exhibit A to the Agreement, in the total amount of ninety-one-thousand two-hundred eighty-eight dollars and no cents (\$91,288.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II of the Agreement, which shall be in effect and fully enforceable.

Section 3. Effectiveness of all Remaining Terms of Agreement. All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

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

By: *Samara A. Mack*
Its Principal

THE CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:

Tony Vivolo
CONSULTANT

Gray & Osborne
701 Dexter Avenue N. Suite 201
Seattle, WA 98109

Mr. Wes Hill
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

AMENDMENT

EXHIBIT A

CITY OF GIG HARBOR

WASTEWATER TREATMENT FACILITIES ADDITIONAL NPDES PERMIT SPECIAL STUDIES AND RECEIVING WATER QUALITY MONITORING PROGRAM (YEAR 1997 ONLY)

AUGUST 4, 1997

The goal of the 1997 ambient water quality monitoring program is to provide data that can be used to accurately monitor long term water quality trends in Gig Harbor due to the effects of the City's discharge. The sampling program will correlate with the City's NPDES permit and the Puget Sound Estuary Program. Towards this end, the following monitoring will be conducted:

- A. Conduct additional chemical analyses of treatment plant effluent and receiving water samples on nine separate occasions between August 1, 1997, and October 31, 1997. Conduct the nine weekly tests between August 15 and October 15, 1997. The sampling shall be done in accordance with protocols, monitoring requirements, and QA/QC procedures specified in the City's NPDES permit and the latest version of the Puget Sound Protocols, except that the metals testing required in subsection S12.C.1.m of the City's NPDES permit need only be performed on a monthly basis between August 1 and October 31 (for a total of three tests). In addition, on one occasion, triplicate subsamples shall be taken at both depths at the three marine stations.
- B. Sampling shall be conducted at each of three marine stations, and at approximately the center of flow for Crescent Creek and of the final effluent from the POTW. For each of the three marine stations, the sampling shall occur at two depths, approximately 0.5 meters below the surface, and 0.5 to 1.0 meters above the sea bed, unless otherwise specified in paragraph C of this section. For the three marine sites, samples shall be taken over the shortest possible length of time to preserve a similarity of ambient conditions. All sampling of the receiving water, effluent, and Crescent Creek for a sample date shall be taken within a span of twenty-four hours, and if possible, during daylight hours, but in any event shall be in accordance with Department of Ecology requirements.
- C. Monitor surface and bottom temperatures of the harbor on a weekly basis between August 1 and October 31. Temperature will be monitored from a dock or other fixed structure that extends into the harbor.

EXHIBIT A
CITY OF GIG HARBOR
WASTEWATER TREATMENT FACILITIES
ADDITIONAL NPDES PERMIT SPECIAL STUDIES AND
RECEIVING WATER QUALITY MONITORING PROGRAM
ENGINEERING SERVICES COST ESTIMATE

AUGUST 4, 1997

<u>Task</u>	<u>Project Manager</u>
1. Meet and communication/negotiate with the Department of Ecology.	10
2. Meet and coordinate work with City.	10
3. Provide assistance with field studies.	12
4. Review and distribute additional special study reports.	12
Manhour Estimate	44
Estimated Hourly Rate	(\$32)
Salary Costs	\$1,408
Total Direct Salary Cost	\$1,408
Indirect Costs (134%)	<u>1,866</u>
Labor Cost	\$3,294
Fee (15%)	<u>494</u>
Total Salary Cost	\$3,788
Subconsultant Cost:	
Additional NPDES permit special studies (Cosmopolitan Engineering)	37,800
TOTAL COST	<u>\$41,588</u>



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

MAYOR'S REPORT

August 11, 1997

WESTSIDE SUB-AREA PLANNING

Following the final determination that the Westside was truly annexed, Resolution No. 477 was acted upon. Attached you will find a copy of the Resolution approving the formation of a balanced, Sub-area Planning Committee. Also attached is the letter of thanks and appointments to the committee. All those persons who indicated an interest are being given a position in the organization.

HONORING THE GIG

An effort is being made by Kae Paterson and her maritime group to bring the replica of the historic Wilkes Gig back to Gig Harbor for the purpose of cultural enrichment through education. I'm asking Carol Morris, Legal Counsel, to draft an agreement for Council consideration for the Gig to be given gratuitous moorage in exchange for the educational opportunities it would bring.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

August 5, 1997

Mr. Bill Cordingley
4423 34th Ave. Ct.
Gig Harbor, WA 98335

Re: Westside Sub-Area Planning Committee

Dear Mr. *Bill* Cordingley:

I would like to thank you for volunteering to serve the interest of community planning within the newly annexed Westside area. Making contact during these summer vacation months and finding a time that is convenient and also coincides with available meeting space was a time consuming task.

The initial objective of Resolution No. 477 was met once we had a balance of eight persons committed to a time and place to meet.

Tentative Agenda to Accomplish Remaining Objectives

September 9 th	List all needs/concerns/requests
September 16 th	Review proposal from the Planning Department addressing the needs/concerns/requests
September 23 rd	Review recommendations for submittal to the City Planning Commission

If more meetings are needed, the committee will determine the date(s), time and place. All meetings with the Planning Director will be recorded and will be made a part of the record. Time is of the essence due to the need to submit Committee recommendations through the public hearing process prior to December 31st, 1997, per Resolution No. 477.

Thank you again for your interest in this supplemental, comprehensive community planning.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

WESTSIDE SUB-AREA PLANNING COMMITTEE APPOINTMENTS

The following individuals indicated an interest in serving on a balanced committee and are hereby appointed:

Business Representatives

Voting Members

John Hogan
Brian Morford
Greg Olson
Jim Pasin

Alternates

John Holmaas
Roger Mosiman
Michael Rabstaff
Walt Smith

Residential Representatives

Voting Members

Erika Bowles
Kathy Medved
Charles Martin
Burt Talcott

Alternates

Bill Cordingly
Michael O'Connor

Staff Facilitator

Ray Gilmore, Planning Director

In the event a voting representative is not able to attend a regularly scheduled meeting of the W.S.A.P.S, that representative may choose an alternate. Decisions will be based on a consensus model. In the event a consensus cannot be reached on an issue, alternative reports may be made to the Planning Commission.

All interested persons are encouraged to attend the three meetings September 9th, 16th, and 23rd. These meetings will be held in the Conference Room at the Planning Department at 5:00 p.m. and should last approximately one and one-half hours.

CITY OF GIG HARBOR
RESOLUTION NO. 477

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR COMMITTING TO A SUB-AREA PLANNING PROGRAM FOR THE AREA KNOWN AS THE WESTSIDE ANNEXATION AREA.

WHEREAS, recent activity within the area, including an annexation request and SR-16 interchange improvements, has increased interest in public participation; and,

WHEREAS, the City Council finds that the area known as the Westside Annexation Area is characterized by a large variety and intensity of uses; and,

WHEREAS, the City Council has concluded all public processes and all comprehensive planning necessary to provide developmental regulation for the area; and,

WHEREAS, residents and businesses within the area have expressed concern with respect to the need for supplemental, comprehensive community planning; and,

WHEREAS, additional involvement from residents and businesses within the area would improve decisions regarding the provision of services and capital facilities to be provided by the City; and,

WHEREAS, a sub-area planning program should be developed which provides for further review of the needs and interests of both businesses and residents in the area; and

WHEREAS, the development of any sub-area plan will be reviewed and processed subject to the requirements of the applicable city codes;


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

Section 1. The City Council of the City of Gig Harbor does hereby declare its intent to authorize a sub-area planning program, subsequent to annexation, for the area known as the Westside Annexation Area which would consist of:


1. The formation of a sub-area planning committee consisting of balanced representation from the residents and businesses in the area;
2. A public review process, consistent with applicable city codes;

3. A recommendation by the sub-area committee to the City Planning Commission, which would conduct the requisite public hearings on any proposed sub-area plan;
4. A recommendation by the Planning Commission to the Gig Harbor City Council on the sub-area plan, which could consist of amendments to the comprehensive plan, zoning code and other relevant city codes as may be deemed appropriate.
5. This process will be completed by December 31, 1997.

PASSED AND APPROVED, at the regularly scheduled City Council meeting of the 9th day of September, 1996.


Gretchen Wilbert, Mayor

ATTEST:


Mark E. Hoppen, City Administrator
Filed with City Clerk: 9/4/96
Passed by City Council: 9/9/96



MITCH BARKER
Chief of Police

City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-2236

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE
SUBJECT: JULY INFORMATION FROM PD
DATE: AUGUST 7, 1997

Attached are the activity statistics for July 1997. We had two reported armed robberies in July. Both were at grocery stores. The suspect was arrested by another city and faces charges for about a dozen other robberies as well. We also saw an increase in thefts of boat motors during July. A suspect that we believe is responsible for a number of these thefts was arrested on the last day of the month. Based on that arrest we have recovered three motors, and have leads on at least one more. We also recovered a number of stolen newspaper vending boxes from his residence. Our investigation will continue and we hope to recover more stolen property.

The Explorers contributed 173 hours of service in July. This time was split between two regular meetings, providing security at the Art Festival and Lions Circus, two Explorers competing at the Puget Sound Challenge, and six ride-alongs.

The Marine Services unit provided 50 hours of service for the month. A little over 48 hours of this was patrol time with the remainder being used for maintenance and administrative duties. The majority of these hours were worked by a Reserve officer. The regular MSU officers are active in training new officers and their marine patrol time is limited.

We have three new officers in field training currently. All are doing well and are on schedule. The fourth officer is in the Academy. He is doing very well and, like our last new officer, has been elected president of his class. All training remains on schedule with our preliminary plans.



MITCH BARKER
Chief of Police

City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-2236

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

July 1997

	<u>JULY</u> <u>1997</u>	<u>YTD</u> <u>1997</u>	<u>YTD</u> <u>1996</u>	<u>%chg to</u> <u>1996</u>
CALLS FOR SERVICE	<u>350</u>	<u>2304</u>	<u>1830</u>	<u>+ 25</u>
CRIMINAL TRAFFIC	<u>15</u>	<u>91</u>	<u>95</u>	<u>- 4</u>
TRAFFIC INFRACTIONS	<u>51</u>	<u>325</u>	<u>415</u>	<u>- 21</u>
DUI ARRESTS	<u>4</u>	<u>26</u>	<u>19</u>	<u>+ 36</u>
FELONY ARRESTS	<u>5</u>	<u>41</u>	<u>18</u>	<u>+ 127</u>
MISDEMEANOR ARRESTS	<u>12</u>	<u>84</u>	<u>88</u>	<u>- 4</u>
WARRANT ARRESTS	<u>1</u>	<u>29</u>	<u>32</u>	<u>- 9</u>
CASE REPORTS	<u>107</u>	<u>636</u>	<u>485</u>	<u>+ 31</u>
REPORTABLE VEHICLE ACCIDENTS	<u>8</u>	<u>82</u>	<u>52</u>	<u>+ 57</u>