

Gig Harbor City Council Meeting

**October 10, 2005
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
October 10, 2005 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING: Revising School Impact Fees.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of September 26, 2005.
2. Correspondence / Proclamations: a) Letter to Belinda Stewart
3. Department of Natural Resources Outfall Lease Holdover Agreement.
4. Eddon Boatyard Property Remediation Clean-up Action Plan – Amended Consultant Services Contract – Anchor Environmental LLC.
5. Franklin Avenue Improvement Project - Construction Contract Authorization.
6. Grandview Forest Park Tank Repainting Project - Contract Authorization.
7. Wastewater Comprehensive Plan Population Update – Consultant Contract Amendment.
8. Resolution – Hall Street Vacation Request.
9. Liquor License Application: Old Harbor Saloon.
10. Liquor License Renewals: Maritime Mart; Finholm's Market; Shell Food Mart.
11. Approval of Payment of Bills for October 10, 2005:
Checks #48331 through #48444 in the amount of \$468,534.42.
12. Approval of Payroll for the month of September:
Checks #3935 through #3993 and direct deposit entries in the amount of \$390,955.16.

OLD BUSINESS:

1. Second Reading of Ordinance – Revising School Impact Fees.

NEW BUSINESS:

1. First Reading of Ordinance – Allowing Reconstruction of Nonconforming Structures.
2. Utility Extension Capacity Agreement – Veitenhans.
3. First Reading of Ordinance – Amendment to Title 15 Clarifying the Authority of the Building Official/Fire Marshal with Respect to Housing Safety.

STAFF REPORT:

Mike Davis, Chief of Police – September Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT: The Arts are Alive and Well in Gig Harbor.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Marina Fire Protection Public Meeting – October 12, 2005 at 7:00 p.m. in Community Rooms A & B, Gig Harbor Civic Center.
2. GHN Traffic Options Committee – November 16, 2005, 9:30 a.m. Community Rooms A & B, Gig Harbor Civic Center.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 26, 2005

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Picinich, Ruffo and Mayor Wilbert. Councilmember Dick was absent.

CALL TO ORDER: 7:01 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of September 12, 2005.
2. Correspondence / Proclamations: a) Letter from Pierce County re: Senior Services b) Letter from Almar re: fireboats c) Proclamation: Walk Across Washington Day.
3. Liquor License Renewals: Thai Hut, Central 76, Fred Meyer #601, Harvester Restaurant, QFC #864, QFC #886.
4. Special Occasion Liquor License: Knights of Columbus.
5. Approval of Payment of Bills for September 26, 2005:
Checks #48179 through #48330 in the amount of \$521,491.96.

MOTION: Move to approve the Consent Agenda as presented.
Picinich / Ruffo – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Amending the Meeting Dates for Friends of the Parks Commission. John Vodopich presented information on this ordinance that would change the meeting date from the 1st Tuesday in September to the 1st Tuesday in October.

MOTION: Move to adopt Ordinance No. 1014 as presented.
Franich / Picinich – unanimously approved.

2. Second Reading of Ordinance – Amendment to Title 15 Incorporating EHB 1848 Requirements for Weatherproofing. John Vodopich presented information on this ordinance that would implement state law requirements for weatherproofing of building envelopes for multi-unit residential construction and a third party inspection.

MOTION: Move to adopt Ordinance No. 1015 as presented.
Ruffo / Conan – unanimously approved.

3. Second Reading of Ordinance – UTGO Bonds – Permanent Funding for Eddon Boatyard. Dave Rodenbach introduced Dave Trageser, Vice President of Bank of America Securities of Seattle who presented information about the financing rates for the bond. Mr. Trageser explained that this was the final action

item needed to issue the permanent bond. The bond is issued with a 20-year fixed rate and a 3.79% interest rate that will be paid through excess levies on properties starting next year through 2024. The interest rate was reserved last Friday and since that time the interest rate has gone up. The bond ordinance was prepared by the city's bond council.

MOTION: Move to adopt Ordinance No. 1016 as presented.
Ruffo / Conan – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Revising School Impact Fees. John Vodopich explained that the Peninsula School District has requested a revision to the current school impact fee ordinance that would be consistent with its capital facility plan and growth projection needs. The proposed fees are identical with Pierce County's school impact fees. A public hearing has been scheduled at the second reading.

2. Resolution – Historic Street Names. John Vodopich explained that the Gig Harbor Peninsula Historical Society (GPHS) is recommending that the city consider listing historical street names according to sections: priority, recommended and additional. These subsections will help city staff to select an appropriate street name when needed.

Mayor Wilbert stated that Conan and Morin were not listed. Mr. Vodopich said that this list is updated periodically and anyone who wishes to add a name should contact the GPHS and they can do the research necessary. Mr. Vodopich recommended adoption of the resolution.

MOTION: Move to adopt Resolution No. 653 as presented.
Ekberg / Ruffo – unanimously approved.

3. Friends of the Parks (FOP) Commission Appointments. John Vodopich reported that after a second notice was published in the Peninsula Gateway newspaper and on the city's website, there were only four letters of interest received from city residents. The FOP Commission is a comprised of five members. Mr. Vodopich stated that Mayor Wilbert has offered to fill the fifth position until another interested party comes forward. Mr. Vodopich recommended that Council approve the appointment of the four applicants as listed and further direct them to discuss their terms of office at their first meeting of October 10th.

Mayor Wilbert stated that she had put her name on the list as the fifth member because she hadn't received more letters of interest as the original resolution called for. She said that she didn't want to delay the appointments because the first meeting is scheduled for October 10th.

Councilmember Ruffo moved to table this issue until October 24th. He said that some people had contacted him and expressed interest but because of the application deadline, he told them that it was too late to apply. Councilmember Ruffo asked that that we wait another month in order to do a better job of getting the word out.

Councilmember Franich asked staff how the notices were published. Mr. Vodopich stated that five consecutive legal notices were placed in the Gateway, three notices in June and two in August as well as posting to the city's website. There was discussion about the Gateway assisting the city in providing more exposure on this issue.

Councilmember Young asked that all letters of interest be given to the Council prior to a recommendation being made since Council was the recommending body.

MOTION: Move to table the appointment of the Friends of the Parks Commission until October 24, 2005.
Ruffo / Franich – unanimously approved.

STAFF REPORT:

1. Dick Bower, Building Official/Fire Marshal – Building Permit Application Enhancements. This report was informational only and was not presented.
2. Mark Hoppen, City Administrator – St. Anthony's Hospital Update. This report was informational only and was not presented.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. GHN Traffic Committee – September 28, 2005 at 9:30 a.m., Community Rooms A & B, Gig Harbor Civic Center.

ADJOURN:

MOTION: Move to adjourn at 7:18 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1-7.

Gretchen A. Wilbert, Mayor

Maureen Whitaker, Asst. City Clerk



October 5, 2005

Belinda D. Stewart
Department of Corrections
Washington Corrections Center for Women
9601 Bujacich Road NW
Gig Harbor, WA 98332

Dear Superintendent Stewart:

It is with great pleasure I accept your invitation to attend the Second Annual Charity Recognition Event at the Washington Correction Center for Women.

A "picture was worth a thousand words" as they say. Hundreds of citizens viewed the array of hand-made quilts made by the women at WCCW as they were on display at the Methodist Church in downtown Gig Harbor.

These women received the treasured "gift of giving" with their quilt donations to twenty-five charities.

Thank you for creating this inspirational program for the inmates. I look forward to bringing a thank you from the Gig Harbor community.

Sincerely,

Gretchen A. Wilbert
Mayor



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: AQUATIC RESOURCES OUTFALL LEASE NO. 20-010230
- HOLDOVER AGREEMENT
DATE: OCTOBER 10, 2005

INTRODUCTION/BACKGROUND

The City's 30-year lease agreement with the Department of Natural Resources (DNR) for the Wastewater Treatment Plant outfall in the Gig Harbor Bay expired on October 11, 2004. The attached Holdover Agreement will stand in the place of a new lease agreement until DNR and the City cooperatively form a new agreement.

The terms of the Holdover Agreement is on a year-to-year basis and has the same terms and conditions as the original lease with the exception of the termination clause as noted in sections 1-3 of the Holdover Agreement. The City Attorney has reviewed and approved the language of this Holdover Agreement.

FISCAL CONSIDERATIONS

The rent and leasehold tax remains the same as the original lease agreement in the amount of \$50.00 annually.

RECOMMENDATION

I recommend that the Council authorize the Mayor to sign the Holdover Agreement with the Department of Natural Resources as presented.



August 15, 2005

Steve Osguthorpe
City of Gig Harbor
3510 Grandview Drive
Gig Harbor, Washington 98335

RECEIVED
CITY OF GIG HARBOR
AUG 18 2005
COMMUNITY
DEVELOPMENT

Subject: Aquatic Resources Lease No. 20-010230 - Holdover

Dear Mr. Osguthorpe:

The subject lease, which expired on October 11, 2004, refers to the lease between the State, as Lessor, and City of Gig Harbor, as Lessee. The lease is located in Gig Harbor Bay, Pierce County, Washington, more specifically described as follows:

FRONT PORTION GOV LOT 1, SECTION 6, T21N, R2E

Since expiration, Lessee has continued in possession of the above described property ("Property") and Lessee wishes to remain in possession. This letter outlines the terms and conditions for Lessee's continued possession of the Property.

Lessee's continued occupancy shall not be an extension or renewal of the original term of Lease No.20-010230. The term of the Lessee's continued occupancy shall instead be a year-to-year periodic tenancy beginning on October 11, 2004. This periodic tenancy shall be subject to the same terms and conditions as those stated in Lease No.20-010230 until terminated as provided for below, or until such time as a new lease instituting new terms commences. All other lease terms and the billing cycle of Lessee's tenancy will be identical to those in Lease No.20-010230, except as follows:

1. The duration or "Term" of this lease shall be a year-to-year holdover tenancy beginning on October 11, 2004.
2. Either party may terminate the holdover tenancy for any reason by providing thirty (30) days written notice at any time. If the Lessee is not in default under the terms of the Lease, State shall refund the balance of any prepaid rent it received for the executory term of the holdover tenancy beyond the termination date. If the Lessee is in default under the Lease, State shall refund any rent it retained, less the cost of any damage State suffered or funds expended as a result of Lessee's default. The collection of pre-paid rent shall be deemed a matter of administrative convenience and shall not constitute the creation of any periodic tenancy beyond the one identified in this holdover agreement. Nor shall payment of pre-paid rent constitute any waiver of a default under the lease.

Steve Osguthorpe
August 15, 2005
Page 2

3. Lessee-Owned Improvements shall be removed by the Lessee by the termination date of the holdover tenancy unless State notifies Lessee that the Lessee-Owned Improvements may remain. If the State elects to allow the Lessee-Owned Improvements to remain on the Property after the agreed termination date of holdover tenancy, the Lessee then shall have thereby conveyed and quitclaimed to the State all interest in the Lessee-owned improvements allowed to remain on the Property. These improvements shall become the property of State without payment by State.

We are forwarding this letter to confirm our mutual agreement regarding this holdover tenancy from the expiration date of Lease No. 20-010230 and City of Gig Harbor's ability to remain on the premises. The holdover tenancy is acceptable to the state of Washington and City of Gig Harbor, with all conditions thereto remaining the same. The rent and leasehold tax (LHT) to be paid under this holdover agreement by the Lessee shall be as provided by the expired lease as if it continued. The rent and LHT amount is N/A.

Please acknowledge your agreement to the above by signing this letter where provided and **returning it no later than thirty (30) days from the date of this letter**. Please send the rent payment to: Financial Management Division, PO Box 47041, Olympia, WA 98504-7041.

Signature of acceptance _____

Gretchen Wilbert, Mayor

_____ Date

If you have any questions or concerns, please call your land manager Wynnae Wright at (360) 825-1631 extension 2008.

Sincerely,



Rex Thompson, Acting Assistant Region Manager
Shoreline District Aquatics Region

Enclosure

c: Region File
Aquatic Resources File

gj/20010230Holdover



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E.
CITY ENGINEER
SUBJECT: EDDON BOATYARD PROPERTY REMEDIATION CLEAN-UP ACTION
PLAN - AMENDED CONSULTANT SERVICES CONTRACT - ANCHOR
ENVIRONMENTAL, LLC
DATE: OCTOBER 10, 2005

INFORMATION/BACKGROUND

The City Council approved a consultant services contract with Anchor Environmental, LLC (Anchor) on December 13, 2004 in the amount of \$11,000.00 for the purposes of reviewing available information and preparing a sampling plan for the Eddon Boatyard property. On February 14, 2005, a subsequent contract amendment in the amount of \$52,721.00 was approved by Council authorizing Anchor to perform the initial site sampling, analysis, reporting, and preparation of a site clean-up cost estimate. On April 25, 2005, Council authorized an additional contract amendment in the amount of \$45,000.00 for Anchor to develop and submit to the Department of Ecology a cost effective conceptual remediation plan along with a regulatory and permitting strategy (including any required mitigation), a clear path forward for addressing environmental liabilities, enter into discussions with the Department of Ecology to implement regulatory strategy, and negotiate a Clean-up Action Plan and Consent Decree (if applicable) that supports a no further action determination from the Department of Ecology for a combined contract amount to date of \$108,721.00.

This proposed amendment in the amount of \$130,000.00 provides for completion of Tasks 5 and 6, as shown on the Scope of Work on Exhibit A, for the remediation design for the Clean-up Action Plan and obtaining the necessary permits from the various federal, state, and local permitting agencies. In order to keep this project on schedule, Council approval for completion of Tasks 5 and 6 is requested at this time. A later amendment for completion of additional pertinent tasks will be brought for Council approval at a future date.

FISCAL CONSIDERATIONS

Adequate funds exist from the Seller's Clean-up Remediation Account to fund this amendment. Approval of this contract amendment revises the total contract amount to \$238,721.00.

RECOMMENDATION

I recommend that Council authorize the amendment to the consultant services contract with Anchor Environmental, LLC for the remediation design and permitting for the Eddon Boatyard property in an amount not to exceed One Hundred Thirty Thousand dollars and no cents (\$130,000.00).

**THIRD AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ANCHOR ENVIRONMENTAL, LLC**

THIS THIRD AMENDMENT is made to the AGREEMENT, dated December 13, 2004, and subsequent AMENDMENT #2, dated April 25, 2005 and subsequent AMENDMENT #1, dated February 14, 2005, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Anchor Environmental, LLC, a limited liability corporation organized under the laws of the State of Washington, located and doing business at 1423 Third Avenue, Suite 300, Seattle, Washington 98101 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the environmental assessment and remediation services for the property commonly known as Eddon Boatyard and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on December 13, 2004, (hereinafter the "Agreement"); and

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

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

Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, 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 compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, 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 Agreement on this _____ day of _____, 2005.

THE CITY OF GIG HARBOR

By: David Templeton
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Anchor Environmental, LLC
Attn: David Templeton, Partner
1423 Third Avenue, Suite 300
Seattle, Washington 98101
(206) 287-9131

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: 10-4-05



Linda L. Krippaehne

Linda L. Krippaehne

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

Bothell

My Commission expires: 6-15-09

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____



Anchor Environmental, L.L.C.
1423 3rd Avenue, Suite 300
Seattle, Washington 98101
Phone 206.287.9130
Fax 206.287.9131

September 1, 2005

Mr. Steve Misiurak
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Mr. William Joyce
Salter Joyce Ziker, PLLC
1601 Fifth Avenue, Suite 2040
Seattle, WA 98101-1686

**Re: Exhibit A – Addendum No. 3 to Scope of Work
Environmental Assessment and Remediation Services
Eddon Boatyard Property**

Dear Mr. Misiurak and Mr. Joyce:

The purpose of this letter is to provide the City of Gig Harbor (City) with Anchor Environmental L.L.C.'s (Anchor) request for an additional 2005 authorization and our estimated 2006 scope of work for the Eddon Boat Park environmental assessment and remediation. In April 2005, we provided the City with a full scope of work necessary to meet the City's obligations under the amended purchase and sale agreement (March 14, 2005; Amendment). That scope of work incorporated relevant elements of the Amendment and is designed to reach cost effective regulatory closure. Each task identified in the April 2005 scope of work is still necessary to negotiate, design, permit, construct (manage), and monitor a remedy that will support a no further action determination from Ecology (with appropriate limitations).

In April, Anchor previously recommended that only Task 1 and Task 2 be authorized because Tasks 3 – 9 were not required at that time. Since approval of Task 1 and Task 2, the project is at a point where additional tasks will need to be authorized so that permitting and design can begin in the fall of 2005 and continue into construction in late 2006.

To this end, Anchor is currently requesting authorization of Tasks 5 and 6.

The following table (Table 1) provides estimated budget and an estimated start date for each of the remaining tasks; this will allow for 2006 City planning budgets to be established.

**Table 1
 Budget Summary**

Task	Description	Estimated Budget	Estimated Start Date	Authorization Date
1	Project Management and Strategy Development	\$20,000	May 2005	April 2005
2	Meetings	\$25,000	May 2005	April 2005
3	Work Plans	\$5,000 ¹	September 2005	Reserved Pending Ecology Input
4	Additional Field Investigations	\$90,000 ¹	September 2005	Reserved Pending Ecology Input
5	Design	\$90,000 ¹	September 2005	Current Request
6	Permitting	\$40,000 ¹	September 2005	Current Request
7	Sediment Construction Management and Monitoring	\$56,200 ^{1, 2, 3}	September 2006	2006 Request
8	Upland Construction Management and Monitoring	\$47,000 ^{1, 2, 3}	September 2006	2006 Request
9	Long-Term Monitoring	\$70,000 ¹	December 2006	2006 Request

Notes:

- 1 For Tasks 3 - 9 estimated costs are based on Tables 4 and 5 of the Preliminary Assessment of Potential Environmental Remediation Costs (Anchor 2005). These are for planning purposes only and may need to be modified as discussions with Ecology and permitting agencies proceed.
2. Estimated construction costs are presented in Table 4 of the Preliminary Assessment of Potential Environmental Remediation Costs (Anchor 2005).
3. Tasks 7 and 8 do not include construction contractor costs, Ecology oversight costs, or consider contingency costs (see Tables 5a and 5b from the Preliminary Assessment).

Although the scope of Tasks 7, 8, and 9 remains undefined pending detailed discussions with Ecology and agreement on the cleanup action plan, as you requested, Table 2 (below) presents a detailed estimate of the effort required for Tasks 5, 6, 7, 8, and 9. Budget estimated for Tasks 7, 8, and 9 are for 2006 planning purposed only.

Each of the tasks currently requested for authorization is discussed following Table 2.

Table 2
Estimated Effort and Costs for Tasks 5 - 9

Labor Categories	Billing Rate	Task 5	Task 6	Task 7	Task 8	Task 9	Total Hours	Total Dollars
Principal Engr/Plan/Sci	\$ 169	120	32	60	80	80	372	\$ 62,868
Consulting Engr/Plan/Sci	\$ 149	40	61	0	0	0	101	\$ 14,975
Senior Engr/LA/Plan/Sci	\$ 135	40	4	100	40	0	184	\$ 24,840
Engr/Plan/Sci	\$ 115	130	0	40	20	80	270	\$ 31,050
Senior Staff Engr/LA/Plan/Sci	\$ 95	40	0	0	0	120	160	\$ 15,200
Staff 2 Engr/Plan/Sci	\$ 85	80	80	100	80	160	500	\$ 42,500
Staff 1 Engr/Plan/Sci	\$ 75	80	120	0	0	0	200	\$ 15,000
Senior Design/GIS/Dbase/IT	\$ 85	160	40	30	20	0	250	\$ 21,250
Design/GIS/Dbase/IT	\$ 75	20	0	0	0	0	20	\$ 1,500
Project Assistant	\$ 65	100	45	70	80	20	315	\$ 20,475
Administrative	\$ 60	20	8	0	10	20	58	\$ 3,480
Total Hours		830	390	400	330	480	2,430	
Total Labor		\$ 85,990	\$37,568	\$ 43,840	\$ 35,520	\$ 50,220		\$ 253,138
Average Hourly Rate	\$ 104							
Subconsultants								
Analytical Laboratory		\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000		\$ 30,000
Total Cost		\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000		\$ 30,000
Markup on Subs	10.0%	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000		\$ 3,000
Reimbursables								
CAD/Computer (\$/hr)	\$10.00	\$ 1,000	\$ 800	\$ 200	\$ 200	\$ 1,000		\$ 3,200
Mileage (\$/mile)	\$0.405	\$ 41	\$ 198	\$ 203	\$ 162	\$ 405		\$ 1,008
Copies (\$/copy)	\$0.10	\$ 80	\$ 40	\$ 108	\$ 100	\$ 200		\$ 528
Faxes (\$/fax)	\$1	\$ 700	\$ -	\$ 750	\$ -	\$ 3,000		\$ 4,450
	\$1.00	\$ 100	\$ 20	\$ 100	\$ 18	\$ 50		\$ 288
Outside Expenses								
Airfare/Hotel		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Car Rental		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Repro/Plotting		\$ 500	\$ -	\$ -	\$ -	\$ 750		\$ 1,250
Mail/Fedex/Courier		\$ 400	\$ 250	\$ -	\$ -	\$ 2,000		\$ 2,650
Per Diem		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Other expenses		\$ 1,000	\$ 500	\$ -	\$ -	\$ 1,000		\$ 2,500
Total Cost		\$ 3,821	\$ 1,808	\$ 1,360	\$ 480	\$ 8,405		\$ 15,873
Outside Exp Markup	10.0%	\$ 190	\$ 75	\$ -	\$ -	\$ 375		\$ 640
Field Equip. and Supplies Summary								
		\$ -	\$ 500	\$ -	\$ -	\$ -		\$ 500
Markup	10.0%	\$ -	\$ 50	\$ -	\$ -	\$ -		\$ 50
TOTAL COSTS		\$ 90,001	\$40,000	\$ 56,200	\$ 47,000	\$ 70,000		\$ 303,201

Task 3 – Work Plans (2005 Reserved)

This task assumes that Ecology requires additional field investigations at the Property and covers development of work plans to describe these investigations. It is currently unclear if further investigation will be required, however we believe that the best approach is to authorize this task prior to Ecology's request for additional field data.

Task 4 – Additional Field Investigations (2005 Reserved)

This budget covers a limited amount of additional field sampling. Because Ecology has not provided any substantive comments, we do not know whether any further field work is required. As discussed above, it is not clear if these funds will be required, however we believe that the best approach is to authorize the funds prior to Ecology's request for data.

Task 5 – Design (2005/2006)

This task covers the Remedial Design for the final Cleanup Action Plan agreed to with Ecology. A Remedial Design will be proposed to Ecology in the next few days, but there have been limited interactions on this subject. Nevertheless, we feel that the funds allocated for design should be sufficient to cover the potential range of designs for the Property. These funds will clearly be required to move the project ahead in 2006.

Task 6 – Permitting (2005/2006)

This task includes the work necessary to obtain the permits required to implement the design described under Task 5 above and will clearly be required to move the project ahead in 2006.

Task 7 – Sediment Construction Management and Monitoring (2006)

These funds will be required during the construction of the selected remedy and it is anticipated that they will be required during the fall of 2006. As noted in the table above, these costs do not include contractor costs, Ecology oversight, or any contingency.

Task 8 – Upland Construction Management and Monitoring (2006)

These funds will be required during the construction of the selected remedy and it is anticipated that they will be required during the fall of 2006. As noted in the table above, these costs do not include contractor costs, Ecology oversight, or any contingency.

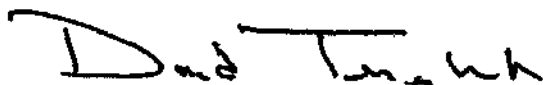
As previously discussed, tasks associated with park design and development are not addressed within these tasks. However, if for example, discussions with the Ad Hoc Eddon Boatyard

Committee are required to ensure that park development and environmental cleanup is coordinated, we would address these activities under this scope of work (Task 2).

If this Scope of Work meets the City's needs we will assume that the City will prepare the necessary contract amendments. We propose to continue to perform these tasks on a time and material and not to exceed basis as an amendment to our existing Consultant Services Agreement with the City dated December 13, 2004. If the project conditions change outside the assumptions discussed above, Anchor will work with you to re-scope the necessary project elements.

Please feel free to contact me (206) 903-3312 or dtempleton@anchorenv.com if you have any questions or would like additional information on this scope of work.

Sincerely,



David Templeton
Partner
Anchor Environmental

ACCEPTED BY:

David Templeton, Partner
Anchor Environmental, L.L.C.

Date

Name: _____ Date: _____

Title: _____

City of Gig Harbor

cc: Mark Hoppen, City of Gig Harbor
Carl Stivers, Anchor Environmental, L.L.C.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. SM
CITY ENGINEER
SUBJECT: FRANKLIN AVENUE IMPROVEMENT PROJECT
- CONSTRUCTION CONTRACT AUTHORIZATION
DATE: OCTOBER 10, 2005

INTRODUCTION/BACKGROUND

Budgeted objectives for this year in the City's storm water operating fund include storm sewer improvements at various locations, Franklin Avenue storm drainage improvements, and surface drainage improvements at various locations. This improvement project will correct roadway erosion and rutting that occurs along Franklin Avenue between Fuller Street and Peacock Hill Avenue during heavy storm events.

The City recently contacted 21 contractors for quotation proposals from the City's small works roster. A total of 6 proposals were received as summarized below:

1	PAPE AND SONS CONSTRUCTION, INC.	\$72,690.00
2	KEMPER CONSTRUCTION CORPORATION	\$84,964.00
3	FOX ISLAND CONSTRUCTION, INC.	\$88,398.00
4	HARLOW CONSTRUCTION COMPANY, INC.	\$114,540.00
5	PIVETTA BROTHERS CONSTRUCTION, INC.,	\$117,480.00
6	LOOKER AND ASSOCIATES, INC.	\$127,832.00

The lowest responsive proposal received was from Pape and Sons Construction, Inc., in the amount of Seventy-two Thousand Six Hundred Ninety dollars and zero cents (\$72,690.00). This project is a public street improvement and the City does not pay State of Washington sales tax for storm and road improvements. Any state required sales tax is included in the unit bid prices.

ISSUES/FISCAL IMPACT

The low bid is within the 2005 budgeted amount of \$100,000.00 for storm sewer objectives 1, 2 and 3.

RECOMMENDATION

I recommend that the Council authorize the award and execution of the contract for the Franklin Improvement Project (CSWP-0505) to Pape and Sons Construction, Inc., as the lowest responsible bidder, for their bid proposal amount of Seventy-two Thousand Six Hundred Ninety dollars and no cents (\$72,690.00).

**CITY OF GIG HARBOR
CONTRACT
For
FRANKLIN AVENUE STORMWATER IMPROVEMENT
PROJECT
CSWP - 0505**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2005, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Pape and Sons Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of new curb and gutter and installation of storm drainage pipes, traffic control, and other work, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Franklin Avenue Stormwater Improvement Project, CSWP-0505," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum Seventy two thousand six hundred ninety dollars and no cents (\$72,690.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within twenty (20)-working days.
3. The Contractor agrees to pay the City the sum of \$545.18 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Quotation Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2004 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.

CONTRACT: Franklin Avenue Stormwater Improvement Project (CSWP-0505)

6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

Gretchen A. Wilbert, Mayor
City of Gig Harbor
Date: _____

Print Name: James Pape
Print Title: President
Date: 10-10-05

ATTEST:

James Pape
Pape and Sons Construction, Inc.
9401 54th Ave. NW, Ste. 1A
Gig Harbor, WA 98332
253-851-6040 253-851-3290 (fax)

City Clerk

APPROVED FOR FORM:

City Attorney



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E.
CITY ENGINEER
SUBJECT: GRANDVIEW FOREST PARK TANK REPAINTING PROJECT
- CONTRACT AUTHORIZATION
DATE: OCTOBER 10, 2005

INTRODUCTION/BACKGROUND

An identified water operating objective in the 2005 budget is for the interior sand blasting, exterior pressure washing, and complete tank repainting of the City's remaining Grandview Forest Park steel water tank. The twin tower tank was recently repainted in 2004.

The City recently contacted 12 steel tank painting contractors from the Small Works Roster and requested price quotations for the above-mentioned work. Two responsive proposals were received by the City.

<u>Vendors</u>	<u>Total (including retail sales tax)</u>
Long Painting Company	\$97,018.00
HCI Industrial & Marine Coatings, Inc.	\$100,325.28

The apparent low respondent is Long Painting Company. While the proposals exceeded the allocated budget of \$75,000 (Objective No. 2), sufficient funds exist within the water operating fund to fund this expenditure. The Rushmore Water Main Replacement Project realized a net contract savings of \$186,258 (Objective No. 1) which can be credited towards this tank repainting project.

ISSUES/FISCAL IMPACT

Sufficient funds are available in the Water Operating Fund, Objectives Nos. 1 and 2 to cover the cost of this project.

RECOMMENDATION

I recommend that Council authorize the award and execution of the contract for the Grandview Forest Park Tank Repainting Project to Long Painting Company in the amount of Ninety-seven Thousand Eighteen dollars and zero cents (\$97,018.00) including retail sales tax.

**CITY OF GIG HARBOR
CONTRACT
For
GRANDVIEW FOREST PARK TANK "B" REPAINTING
PROJECT**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2005, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Long Painting Company, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the exterior and interior cleaning and repainting of the Grandview Forest Park Tank "B" Repainting Project and other work, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Grandview Forest Park Tank "B" Repainting Project," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum Ninety seven thousand eighteen dollars and no cents (\$97,018.00) including sales tax, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within twenty (20)-working days.
3. The Contractor agrees to pay the City the sum of \$727.64 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Quotation Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the American Public Works Association (APWA) Supplement to Division 1 and the American Water Works Association (AWWA) "Standard for Painting Steel Water-Storage Tanks," D102-97.

CONTRACT: Grandview Forest Park Tank "B" Repainting Project

- 6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

 Gretchen A. Wilbert, Mayor
 City of Gig Harbor
 Date: _____

CONTRACTOR: *Long Painting Company*

 Print Name: *Mike Cassidy* VW
 Print Title: *President*
 Date: *10/5/05*

ATTEST:

Jeff Wright
 Long Painting Company
 21414 68th Avenue South
 Kent, WA 98032
 253-234-8060 253-234-0034 (fax)

City Clerk

APPROVED FOR FORM:

City Attorney



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E.
CITY ENGINEER
SUBJECT: WASTEWATER COMPREHENSIVE PLAN POPULATION UPDATE
- CONTRACT AMENDMENT
DATE: OCTOBER 10, 2005

INFORMATION/BACKGROUND

In March 2005, Council awarded a consultant services contract to HDR Engineering, Inc. in the amount of \$31,547.39 to prepare an updated 20-year wastewater population forecast and model database. In their preliminary analysis, HDR reviewed two alternative means and forecasting for use in their population forecast allocation model: (1) Use of Puget Sound Regional Council (PSRC) data by Transportation Analysis Zones (TAZ); and (2) Extension of current buildable lands analysis to the entire City Urban Growth Area (UGA). Results of their comparative study revealed that the PSRC approach diverged from the accepted Pierce County forecasts by 15 percent in 2000 and 26 percent in 2020. Factors contributing to this divergence included the large size of the PSRC TAZs which do not match well with the City UGA. They concluded use of the PSRC data would require numerous adjustments and assumptions and the results would be difficult to update for future utility and transportation planning projects.

In order to more accurately forecast both the City and UGA population estimates and area allocation, it is necessary to extend the City's buildable lands analysis to provide for greater accuracy and consistency. This will allow the forecast to be more readily updated for recurring utility and transportation planning needs. This amendment will provide for completion of the buildable lands study outside of the City limits and completion of the population projections and model.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2005 Budget and is within the 2005 Sewer Operating Fund allocation of \$100,000.00, Objective No. 19.

RECOMMENDATION

I recommend that Council approve the Consultant Services Contract Amendment No. 1 in the amount of \$26,320.61 with HDR Engineering, Inc. for a revised contract amount not to exceed \$57,868.00.

**AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HDR ENGINEERING, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated March 28, 2005, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a Washington corporation organized under the laws of the State of Washington, located and doing business at 626 Columbia Street NW, Suite 2-A, Olympia, Washington 98507, whose mailing address is PO Box 976, Olympia, Washington 98507 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is the City is presently engaged in the update of the Wastewater Comprehensive Plan and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on March 28, 2005 (hereinafter the "Agreement"); and

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

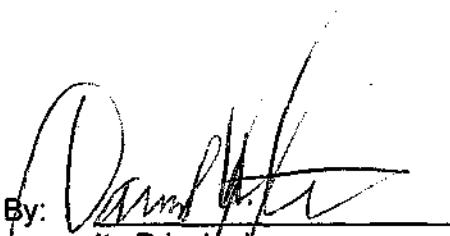
NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties in this Amendment as follows:

Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, 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 compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Twenty-six Thousand Three Hundred Twenty dollars and Sixty-one cents (\$26,320.61). This Amendment shall not modify any other of the remaining terms and conditions in Section II, 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 Agreement on this _____ day of _____, 2005.

By: 
Its Principal

THE CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:

CONSULTANT
HDR Engineering, Inc.
Attn: David Skinner, P.E.
PO Box 976
Olympia, Washington 98507
(360) 352-5090

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that David A Peters is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Asst. Dept. Manager of HDR Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept 19, 2005



Diane L Meister
Diane L Meister
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:
Auburn, WA

My Commission expires: 08/09/2009

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____



AMENDMENT NO. 1

EXHIBIT A SCOPE OF SERVICES

**Wastewater Comprehensive Plan Update
Phase 1 — Population Projections
Task 2.3 – Buildable Lands Analysis**

Prepared by:

HDR Engineering, Inc.
626 Columbia St NW, Suite 2A
Olympia, Washington 98501

September 2005

**AMENDMENT NO. 1
SCOPE OF SERVICES**

Wastewater Comprehensive Plan Update

**Phase I – Population Projections
Task 2.3 – Buildable Lands Analysis**

I. INTRODUCTION

The City of Gig Harbor has retained HDR to prepare an updated 20-year forecast of population growth related to wastewater collection and treatment. This information will be used as an input to the City's planned update of the 2002 Wastewater Comprehensive Plan. While the primary purpose is to support an update of the Wastewater Comprehensive Plan, the City also recognizes there is value in using the updated forecast in planning for other utility services and transportation needs. Therefore, HDR will explore opportunities to develop the forecast in a format that serves the City's other utility and transportation planning needs.

The original scope of services for this project envisioned the potential for expanding the City's Buildable Lands Analysis (BLA) from city limits to the UGA. Task 2.3 was set up to carry out the BLA if requested by the City, but did not include a detailed scope or budget. In the original scope of services, Task 2.2 "Scoping Effort to Extend Buildable Lands Analysis to UGA" was to determine the benefits to the City of a more detailed basis for assessing growth trends within UGA outside City limits comparable to similar information already available within City limits. Task 2.2 consisted of a scoping effort only, to assess the need for this activity, determine what data is available to support this task, determine the estimated fee for performing the work, and develop an appropriate methodology. Based on the results of Task 2.2, which was completed in August 2005, the City confirmed its desire for HDR to extend the Buildable Lands Analysis to the UGA Boundary. This scope of services describes the work plan to complete the Buildable Lands Analysis under Task 2.3.

II. DETAILED SCOPE OF SERVICES

The work will be accomplished as an additional task of the existing Phase 1 - Population Projections scope of services. Work on subsequent phases may be authorized by supplement to this AGREEMENT, after negotiation of scope and budget. Work is expected to be completed in December 2005.

A. Phase 1 – Population Projections

Task 1. Project Management/CONSULTANT Coordination

1.1 Project Reporting/Project Management

Purpose: Administer the project and coordinate with the CITY to facilitate efficient progress and timely completion. Estimate assumes project duration of four months.

Approach:

- Prepare and submit a brief monthly status report outlining the work completed during that month, project status, and an outline of issues to be resolved.
- Attend up to 1 monthly meeting with the CITY to discuss project related technical issues. Prepare meeting notes for the monthly meeting documenting status, schedule, and invoicing.

Task 2. Data Assembly and Review

Task 2 has been divided into three subtasks as described below.

2.1 Gather and Review Available Data

This task was completed under the original scope of work

2.2 Scoping Effort for Extending Buildable Lands Forecast to UGA Outside City Limits

This task was completed under the original scope of work

2.3 Buildable Lands Analysis to UGA

Purpose: Prepare a more detailed basis for assessing growth trends within UGA outside City limits, comparable to similar information already available within City limits.

Approach:

1. Integrate Existing Buildable Lands Inventory (BLI):
 - a. Obtain the existing BLI from the City for the area within the city limits of Gig Harbor.
 - b. Incorporate data into GIS system developed for population forecast allocation model
 - c. Review data and identify applied assumptions and criteria.
 - d. Extract data from GIS system into Excel. Data represented as acres by Population SubArea (PSA), BLI category (e.g. vacant), and Zoning.
 - e. Perform QA/QC for consistency with City's previous results.
2. Develop BLI for Gig Harbor UGA Outside of City Limits:
 - a. Develop assumptions and criteria to apply to tax parcel data for area outside of city limits. Use as a base assumptions and criteria applied to within city limits BLI. Develop adjustments to City's assumptions and criteria for specific circumstances occurring outside of city limits.
 - b. Apply assumptions and criteria to tax parcel data for area outside of city limits.
 - c. Extract data from GIS system into Excel. Data represented as acres by PSA, BLI category (e.g. vacant), and Zoning.
 - d. Review extracted data paying particular attention to the distribution of land between zoning categories in the outside UGA area. Compare to neighboring PSA areas within city limits.
 - e. Communicate with City planning staff to identify changes in the acres assigned to each zoning category.
 - f. Finalize inventory
3. Develop Buildable Lands Analysis (BLA) for Entire UGA
 - a. Develop analysis worksheets (by PSA and Zoning Category)
 - b. Incorporate data from BLI for entire UGA. This includes regenerated data from existing BLI within city limits and expanded BLI outside of city limits.
 - c. Develop assumptions to distinguish current (existing) versus future conditions.
 - d. Identify Required Subtractions (by PSA)
 - i. Future Capital Facilities (Communication with City)
 - ii. Roads (assumption)
 - iii. Wetlands, bluffs, tidelands, and ravine sidewalls (GIS estimation)
 - iv. Non-residential use in residential zones (Communication with City)
 - e. Develop and incorporate assumptions with City staff regarding land unavailable for development. Identify percentages by select time periods out to full buildout.
 - f. Estimate housing unit capacity by applying assumptions regarding density per acre. This step also includes identifying and subtracting out displaced households
 - g. Estimate employment capacity by applying assumptions regarding employees per net acre.

- h. Estimate residential population. Requires communication with City staff to identify appropriate per capita household criteria by zoning category.
 - i. Perform QA/QC for consistency with City's previous results.
 - j. Prepare technical memorandum.
4. Communicate and Meet with City planning staff. This component involves two meetings and several phone calls with City planning staff.

Assumptions;

Data requested will be readily available in the time frame established for this project.

City Input:

Provide data requested in a timely fashion. Assist in developing assumptions that will be used in the analysis. Based on local knowledge, provide direction to resolve differences that may exist among various data sources. Identify key limitations on growth and development that affect certain zones within the City and UGA. Meet with HDR staff as indicated. Review deliverable and provide feedback to support overall project objectives.

Deliverable:

- Technical memorandum that describes methodology, assumptions and results including summary tables and exhibits
- GIS data set of buildable lands inventory
- Excel based model utilized for BLA

Task 3. Prepare Population Forecast

This task will be completed as described in the original scope of work.

III. EXTRA WORK

All work not described under Section II above, will be considered Extra Work. The following tasks are possible Extra Work items, which may be performed under a supplement to this Agreement:

1. Development of Wastewater Comprehensive Plan Update

Client: City of Gig Harbor
 Project Name: Wastewater Comprehensive Plan Update
 Phase Name: Phase 1: Population Projections
 Task 2.3 - Buildable Lands Analysis

Prepared by: J. Lemieux
 T. Hume
 Date: 9/2/2005
 Checked by: A. Graham
 Date: 9/2/2005

WORK CODE	Task/Subtask	TOTALS HOURS/DOLLARS	Senior PM \$49.50	Senior Engineer \$40.63	Senior Planner \$49.06	Project Planner \$28.66	CADD/GIS \$37.75	Word Processor \$23.90	Project Controller \$26.75	
PHASE 1 - POPULATION PROJECTIONS										
	Task 1 - Project Management/CONSULTANT Coordination									
	1.1 Project Reporting/Project Management For Project Management through December 31, 2005	16 \$539.04		8 \$325.04					8 \$214.00	
	Task 2 - Data Assembly and Review									
	2.1 Gather and Review Available Data Task completed under original scope of work									
	2.2 Scoping Effort to Extend Buildable Lands Forecast to UGA Task completed under original scope of work									
	2.3 Buildable Lands Forecast to UGA	236 \$7,913.74	2 \$99.00	8 \$325.04	40 \$1,962.40	140 \$4,012.40	30 \$1,132.50	16 \$382.40		
	Task 3 - Prepare Population Forecast									
	Prepare Population Forecast Task to be completed under original scope of work									
	TOTALS	252 \$8,452.78	2 \$99.00	16 \$650.08	40 \$1,962.40	140 \$4,012.40	30 \$1,132.50	16 \$382.40	8 \$214.00	

			OUTSIDE REIMBURSABLES			SUBCONSULTANTS		
Direct Salary		\$6,452.78	Per Diem		1)			
Overhead @ 172.74%		\$14,601.33	Lodging		2)			
Subtotal		\$23,054.11	Mileage/pers. Vehicle (\$0.38/mile)	\$300.00	3)			
Fee @ 12.00 %		\$2,766.49	Travel		4)			
Outside Reimbursables		\$500.00	Meals		5)			
Subconsultants			Supplies		6)			
TOTAL =		\$26,320.61	Reproduction	\$100.00	7)			
			Telephone	\$50.00	8)			
			Postage/Delivery	\$50.00	9)			
			Other		10)			
			Markup for Reimb. =			Markup =		
				Total =			Total =	
					\$500.00			



626 Columbia Street NW, Suite 2-A Olympia, WA 98501
P.O. Box 976 ■ Olympia, WA 98507
tel 360.352.5090 ■ fax 360.357.6573

Memo

To: Steve Misiurak, City of Gig Harbor
From: Tim Hume, HDR
cc: Dave Skinner, HDR
Date: September 6, 2005
Subject: Amendment No. 1
Wastewater Comprehensive Plan Update
Phase 1 - Population Projections
Task 2.3 – Buildable Lands Analysis
HDR Project No. 24001

Attached is HDR's scope of services and fee for the Buildable Lands Analysis, based on your request and the results of our meeting at the City on August 23. The work will be accomplished as an additional task and fee related to the existing Phase 1 - Population Projections contract. Please send the City's contract amendment document for HDR's signature.

Following is the documentation you requested regarding justification for the Buildable Lands Analysis.

Justification for Buildable Lands Analysis

Two sources of demographic forecasts were reviewed for use in the population forecast allocation model: (1) PSRC demographic data by Transportation Analysis Zone (TAZ) and (2) extension of current Buildable Lands Analysis (BLA) to entire UGA (current BLA is only within the city limits).

A review of the PSRC data was performed by allocating PSRC demographic data by TAZ to the City's UGA. Results of this analysis showed that population estimates diverged from the accepted Pierce County forecasts by 15 percent in 2000 and 26 percent in 2020. In addition, a comparison of the physical boundaries of the UGA and TAZs shows that the majority of land area for the nine TAZs lies disproportionately outside of the UGA; with only one TAZ completely within the UGA and four TAZs with less than 20 percent of their area within the UGA. To ensure consistency with Pierce County and internal Gig Harbor sources would require numerous adjustments and assumptions to properly allocate TAZ demographics. This method would be highly imprecise and would not be easily updatable by City staff for future planning projects.

The second source evaluated is to extend the existing BLA from within the city limits to incorporate all UGA lands. The methodology for extending the BLA is described in Technical Memorandum for Task 2.2. The extension of the BLA provides several appealing characteristics:

- Method will be similar to those developed, approved, and applied by the City in its current within city limits BLA.
- Results will be more consistent with the existing BLA forecasts by the City than the PSRC TAZ analysis.

- Extending the BLA provide a value-added work product that is more easily updateable than the PSRC TAZ analysis. The extended BLA will allow the city to update results as the city annexes and zones lands, changes land use designations, and/or obtains updated tax parcel information.
- The extended BLA incorporates zoning and land use designations directly in the analysis, while the PSRC TAZ analysis incorporates some of this information indirectly through developed assumptions.
- The extended BLA is likely to generate a more reliable forecast. Performing adjustments to distribution of the TAZs would likely be less precise than performing the extended Buildable Lands Analysis due to the quantity and type of assumptions that will be required for the PSRC TAZ analysis.

It is estimated that performing BLA will have a higher upfront cost as compared to the PSRC demographic data, however in the long-run the BLA will provide improved accuracy, consistency, and reliability; greater ease and flexibility to update; and probably lower costs to update. Based on these benefits the extended BLA is the recommended option.

Fee

The fee for Task 2.3 is \$26,320.61, compared with the estimated fee presented in our July 18, 2005 "Technical Memorandum on Extending Buildable Lands Analysis Outside City Limits (Task 2.2)" of \$22,000. The fee difference accounts for:

- Incorporating the City's existing BLA data within city limits into the GIS system developed for population forecast allocation model and extracting data from GIS system into Excel. These tasks were not included in the tech memo fee estimate.
- Project management activities correlating to the contract extension from July 31 to December 31, 2005.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION FOR PUBLIC HEARING - HALL STREET VACATION
REQUEST - JANELL ISRAEL
DATE: OCTOBER 10, 2005

INTRODUCTION/BACKGROUND

The City received a petition for vacation on June 30, 2005 from Attorney Jane Koler, representing Janell Israel, owner of the abutting property, petitioning the City to vacate a portion of Hall Street in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the southwest portion of Hall Street right-of-way currently held by the City, and abutting the property frontage of Parcel A and Parcel B of 2260000371. Prior research on this right-of-way has determined that this portion of Hall Street was platted in Pierce County in 1888 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The City's ability to open this portion of Hall Street is barred by lapse of time and the City has no interest in the street, except for a 7.5 foot easement to maintain the City's water line located along the north line of the area to be vacated. In order to ensure that this portion of Hall Street is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the City vacate the street under GHMC 12.14.

The right-of-way proposed for vacation along Hall Street is surplus to the City's needs, and the City does not have any plans for improving the right-of-way proposed for vacation. The vacation request will not eliminate public access to any property.

As defined in 12.14 GHMC a resolution must be passed by the City Council setting a time and date for a public hearing on the proposed street vacation.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that Council pass the resolution setting Monday, November 28, 2005 at 7:00 P.M. as the date for the public hearing on the proposed street vacation of Hall Street.



PROPOSED
STREET
VACATION
LOCATION

ISRAEL STREET VACATION ON HALL ST.
VICINITY MAP

RESOLUTION NO. 654

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF HALL STREET.

WHEREAS, Janell Israel, desires to initiate the procedure for the vacation of the portion of Hall Street, a portion of the original plat of the Town of Ardena of the City of Gig Harbor.

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, November 28, 2005 at 7:00 p.m., at which hearing all persons interested in said street vacation are invited to appear.

Section 2. The City Clerk is directed to post notices of the hearing in three public places and on the street to be vacated and to mail notices to all owners of any property abutting the portion of street to be vacated, pursuant to RCW 35.79.020.

PASSED this 10th day of October, 2005.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk

LAW OFFICE OF
JANE RYAN KOLER, PLLC

121 THIRD AVENUE
POST OFFICE BOX 908
KIRKLAND, WA 98083-0908

9608 BEACHWOOD DRIVE NW
GIG HARBOR, WA 98332

PHONE: (425) 822-9208
(425) 822-9281
FAX: (425) 828-0908
CELL: (206) 200-4580

PHONE: (253) 853-1806
(866) 229-0338
FAX: (253) 853-1806

e-mail: koler@lclaw.com

June 30, 2005

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

Janell Israel – Vacation Petition

Dear Ms. Towslee:

Enclosed is a Vacation Petition and a check for the filing fee. You can reach Jane Koler at her new office address in Gig Harbor:

Law office of Jane Ryan Koler, PLLC, 5801 Soundview Drive Suite 258
P.O. Box 2509
Gig Harbor, WA 98335
Phone: (253) 853-1806
Cell: (206) 200-4580

Very truly yours,

LAW OFFICE OF
JANE RYAN KOLER, P.L.L.C.



Becky Cerino, Legal Assistant to
Jane Koler

CITY-CASHDRWR1Jaci
Jane Ryan Koler PLLC
CR Batch 012.07.2005
Date 07/12/2005
0045539 150.00
Cash 0.00
Check 150.00
Credit 0.00

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BEFORE THE GIG HARBOR CITY COUNCIL

IN RE PETITION OF JANELL ISRAEL TO
VACATE UNOPENED SEGMENT OF
HALL STREET

Janell Israel petitions the City Council to recognize the vacation of an unopened segment of Hall Street, which abuts her residential property located at 3669 Artena Lane, Gig Harbor, Washington 98333 (the former address of the property was 9310 Milton, Gig Harbor, WA). This segment of Hall Street was vacated by operation of law under the non-user statute. Laws of Washington, Chapter 19, § 32 [Non-user statute] 1889-90. A plat which predates 1907, created the segment of Hall Street which abuts Ms. Israel's property. When the street was created, it was located in unincorporated Pierce County; Gig Harbor was not incorporated until 1946. This street has been vacated by operation of law under the non-user statute codified in § 18.89 - 90, Laws Of Washington, Chapter 19 § 32, which stated:

Any country road, or part thereof which has heretofore been or may hereafter be authorized which remains unopen for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated and the authority for building the same barred by lapse of time.

Smith v. King County, 80 Wash. 273, 276, 141 Pac. 695 (1914) held that the non-user statute causes unopened streets to be vacated by operation of law and explains that "when

ORIGINAL

1 vacation occurs by operation of law or otherwise, the land is freed from the easement as
2 completely as though it never existed and that the owner of the soil has an absolute title to
3 the same." *Lewis v. Seattle*, 174 Wash. 219, 225, 24 P.2d 427 (1933) discusses that the non-
4 user statute:

5
6 But in this case we are dealing with a statute which says, if streets are
7 not open, they become vacated and the right to open is barred by the
lapse of time.

8 *Lewis*, 174 Wash. 225.

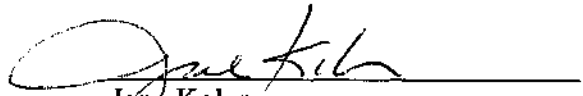
9 Because the street was vacated as a matter of law, this vacation petition has been
10 submitted to request that the City Council enter an order vacating the property. This
11 petition will allow municipal records to show that the street has been vacated, and that it is
12 officially recognized as a portion of Ms. Israel's property. Because the street was vacated
13 as a matter of right, it should not be necessary to obtain the consent of abutting property
14 owners. Further, because the street was vacated pursuant to the non-user statute, Ms.
15 Israel should neither be required to pay appraisal fees nor compensation for the right-of-
16 way. *See Gig Harbor Municipal Code 12.14.018(c)*.

17
18 It is likely that the segment of Hall Street which abuts Ms. Israel's property was
19 never open for street purposes, because it is located in a sloping area where it would not be
20 feasible to develop a street. Moreover, it was unnecessary to open Hall Street for
21 municipal street use because the properties in the vicinity of Ms. Israel's property all have
22 access by other streets. There is no further municipal street purpose available for this land.
23 Ms. Israel urges the City Council to adopt a resolution which recognizes that the segment
24 of Hall Street which abuts her property has been vacated by the operation of law.
25

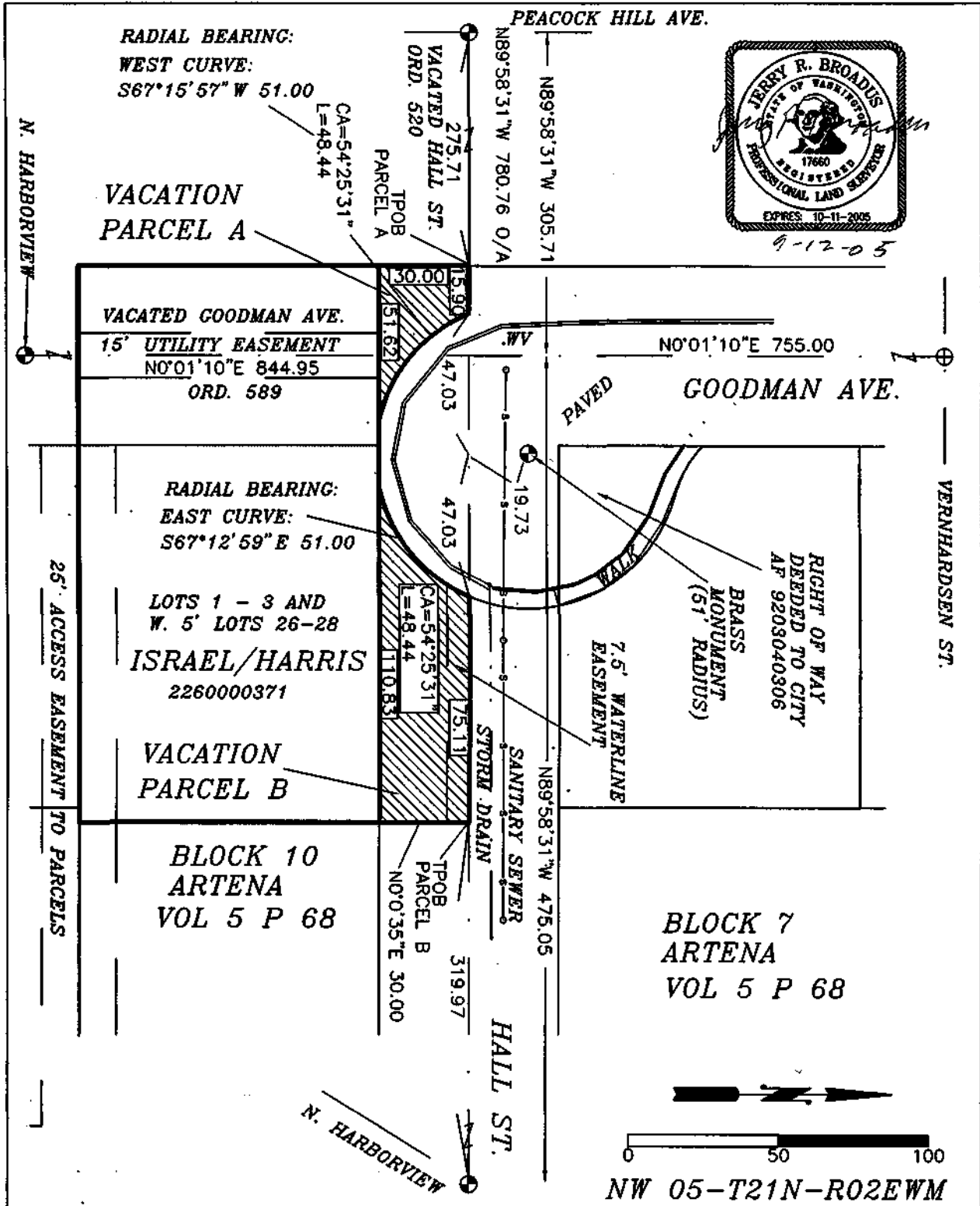
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Dated this 29 day of June, 2004.

LAW OFFICE OF
JANE RYAN KOLER, PLLC



Jane Koler,
WSBA #13541
Attorney for Plaintiffs



GEOMETRIX
SURVEYING, INCORPORATED

P.O. BOX 249
PUYALLUP, WA. 98371
(253)
840-5680

**HALL ST.
VACATION**

LEGAL DESCRIPTION
RIGHT OF WAY VACATION, HALL STREET, GIG HARBOR

RIGHT OF WAY THAT WILL ATTACH TO PROPERTY OWNED BY JANELL ADRIENNE ISRAEL LIVING TRUST AND COLIN KELLY HARRIS LIVING TRUST, FOLLOWING VACATION OF A PORTION OF HALL STREET, CITY OF GIG HARBOR, WASHINGTON:

A PORTION OF THE SOUTH HALF OF HALL STREET (FORMERLY KNOWN AS ASH STREET) AS DEPICTED ON THE PLAT OF THE TOWN OF ARTENA, AS RECORDED IN VOLUME 5 OF PLATS AT PAGE 68, RECORDS OF PIERCE COUNTY, WASHINGTON, LYING BETWEEN THE WEST BOUNDARY OF GOODMAN AVENUE (FORMERLY KNOWN AS CHEHALIS STREET) AND THE EAST BOUNDARY EXTENDED NORTHERLY OF THE WEST 5 FEET OF LOT 28, BLOCK 10, OF SAID PLAT OF THE TOWN OF ARTENA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

VACATION PARCEL A:

COMMENCING AT A MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF SAID HALL STREET AND THE CENTERLINE OF PEACOCK HILL AVENUE, IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN SAID CITY OF GIG HARBOR; THENCE ALONG THE CENTERLINE OF VACATED HALL STREET S89°58'31"E 275.71 FEET TO THE INTERSECTION OF THE CENTERLINE OF SAID HALL STREET AND THE WEST LINE OF SAID GOODMAN AVENUE, BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING S89°58'31"E ALONG SAID CENTERLINE 15.90 FEET TO A POINT THAT BEARS S67°15'57"W A DISTANCE OF 51.00 FEET FROM A BRASS MONUMENT MARKING A 51 FOOT RADIUS POINT IN SAID HALL STREET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING SAID BRASS MONUMENT AS ITS RADIUS POINT, THROUGH A CENTRAL ANGLE OF 54°25'31" AND AN ARC DISTANCE OF 48.44 FEET TO THE SOUTH LINE OF SAID HALL STREET; THENCE ALONG SAID SOUTH LINE N89°58'31"W 51.62 FEET TO THE WEST LINE OF SAID GOODMAN AVENUE; THENCE ALONG SAID WEST LINE N0°01'10"E 30.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 835 SQUARE FEET.

VACATION PARCEL B:

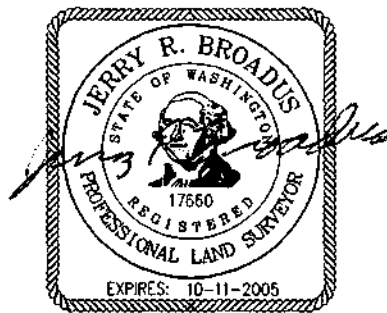
COMMENCING AT A MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF SAID HALL STREET AND THE CENTERLINE OF NORTH HARBORVIEW, IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN SAID CITY OF GIG HARBOR; THENCE ALONG THE CENTERLINE OF VACATED HALL STREET N89°58'31"W 319.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CENTERLINE N89°58'31"W 75.11 FEET TO A POINT

THAT BEARS S67°12'59"E 51.00 FEET FROM A BRASS MONUMENT MARKING A 51 FOOT RADIUS POINT IN SAID HALL STREET; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT, HAVING SAID BRASS MONUMENT AS ITS RADIUS POINT, THROUGH A CENTRAL ANGLE OF 54°25'31" AND AN ARC DISTANCE OF 48.44 FEET TO THE SOUTH LINE OF SAID HALL STREET; THENCE ALONG SAID SOUTH LINE S89°58'31"E 110.83 FEET TO THE EAST BOUNDARY OF THE WEST 5 FEET OF SAID LOT 28, BLOCK 10; THENCE N0°0'35"E ALONG SAID EAST BOUNDARY EXTENDED NORTHERLY 30.00 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 2612 SQUARE FEET.

PARCEL B IS HEREBY DECLARED TO BE SUBJECT TO A 7.5 FOOT WIDE EASEMENT ALONG ITS NORTH LINE, RESERVED IN THE CITY OF GIG HARBOR, FOR WATERLINE AND RELATED UTILITIES.

TOTAL AREA OF VACATED PREMISES BEING 3,447 SQUARE FEET.



9-12-05

NOTICE OF LIQUOR LICENSE APPLICATION



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

DATE: 9/21/05
CORRECTED

TO: MOLLY TOWSLEE, CITY CLERK
RE: CHANGE OF LLC MEMBER

SEP 21 2005

UBI: 602-012-415-001-0001

License: 073240 - 1U County: 27
Tradename: OLD HARBOR SALOON
Loc Addr: 5114 POINT FOSDICK DR NW
GIG HARBOR WA 98335

APPLICANTS:

THE OLD HARBOR SALOON, L.L.C.

DE GALAN, JAMES
1960-12-03

Mail Addr: 5114 POINT FOSDICK DR NW
GIG HARBOR WA 98335-1716

Phone No: 253-566-3698 JAMES DE GALAN

Privileges Applied For:
TAVERN - BEER/WINE
OFF PREMISES

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

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

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:10/03/05

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20060131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 KAE & SOOK CORPORATION	MARITIME MART 7102 STINSON GIG HARBOR WA 98325 0000	078669	GROCERY STORE - BEER/WINE
2 HARBORVIEW GROCERY INC	FINHOLM'S MARKET AND GROCERY 8812 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351392	GROCERY STORE - BEER/WINE
3 GRANITE SERVICE, INC.	GIG HARBOR SHELL FOOD MART 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	GROCERY STORE - BEER/WINE

2005



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
SUBJECT: COMMUNITY DEVELOPMENT DIRECTOR
PUBLIC HEARING AND SECOND READING OF AN
ORDINANCE REVISING SCHOOL IMPACT FEES
DATE: OCTOBER 10, 2005

INFORMATION/BACKGROUND

The Peninsula School District has requested a revision to the current impact fee Ordinance. The fee schedule presented in the Ordinance is based on the Peninsula School District's proposal that the district considers consistent with its capital facility plan and growth projection needs. The proposed fees are identical in fee schedule to fees currently collected in Pierce County.

POLICY CONSIDERATIONS

School impact fees will provide mitigation for the effects of new residential growth and attendant school capacity needs.

FISCAL CONSIDERATIONS

The proposed fee levels are equal to the currently adopted Pierce County fee levels.

	Current Fee	Proposed 2005	Proposed January 1, 2006
Single Family Dwelling:	\$1,711.00	\$2,140.00	\$2,675.00
Multi-Family Dwelling:	\$901.00	\$1,130.00	\$1,410.00 x number of units

RECOMMENDATION

I recommend that the City Council pass the attached Ordinance as presented at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE FEE SCHEDULE FOR SCHOOL IMPACT FEES, ADOPTED AS APPENDIX D TO ORDINANCE NO. 963, AS CONTEMPLATED BY GIG HARBOR MUNICIPAL CODE SECTIONS 19.12.070 AND 19.12.080.

WHEREAS, with the adoption of Ordinance No. 963 on July 12, 2004, the City amended 19.12 of the Gig Harbor Municipal Code to provide for the imposition and collection of school impact fees; and

WHEREAS, the City has the authority to adopt impact fees to address the impact on school facilities caused by new development, pursuant to RCW 82.02.050 through 82.02.100; and

WHEREAS, Pierce County recently amended school impact fees for 2005 and 2006, with a provision for annual adjustments thereafter, with the adoption of Pierce County Ordinance No. 2004-94; and

WHEREAS, the Peninsula School District has requested that the City amend the school impact fee scheduled to be consistent with the changes made by Pierce County; and

WHEREAS, the Peninsula School District SEPA Responsible Official issued a determination of non-significance on August 17, 2005, with a comment and appeal deadline of August 31, 2005, and no appeals were filed; and

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

Section 1. The impact fee schedule for schools, adopted as appendix D to Ordinance No. 963, as contemplated by Gig Harbor Municipal Code sections 19.12.070 and 19.12.080 is hereby repealed.

Section 2. The following impact fee schedule for schools, identified as Appendix D in Gig Harbor Municipal Code sections 19.12.070 and 19.12.080 is hereby adopted to read as follows:

Appendix 'D'

**City of Gig Harbor
School Impact Fee Schedule**

	<u>(Effective Date of Ord)/2005</u>	1/01/2006
Single Family Dwelling:	\$2,140.00	\$2,675.00
Multi-Family Dwelling:	\$1,130.00	\$1,410.00 x number of units

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

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ day of _____, 2005.

CITY OF GIG HARBOR

Gretchen A. Wilbert, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO.

of the City of Gig Harbor, Washington

On _____, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE FEE SCHEDULE FOR SCHOOL IMPACT FEES, ADOPTED AS APPENDIX D TO ORDINANCE NO. 963, AS CONTEMPLATED BY GIG HARBOR MUNICIPAL CODE SECTIONS 19.12.070 AND 19.12.080.

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

APPROVED by the City Council at their meeting of _____, 2005.

MOLLY TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: ROB WHITE, PLANNING MANAGER *AW*
SUBJECT: FIRST READING OF AN ORDINANCE
- ALLOWING RECONSTRUCTION OF NONCONFORMING
STRUCTURES (ZONE 05-794)
DATE: OCTOBER 10, 2005

INFORMATION/BACKGROUND

At the August 8, 2005 City Council meeting, council approved proposed modifications to the Shoreline Master Program, (to increase the damage threshold from 75 percent to 100 percent), and directed staff to submit them to the Washington State Department of Ecology for their review. The Washington State Department of Ecology has begun review of the proposed changes and requests that the proposed Ordinance be fully adopted prior to their final approval.

POLICY CONSIDERATIONS

The proposed Ordinance will raise the acceptable level of damage for reconstruction of nonconforming structures from seventy-five percent to one-hundred percent.

ENVIRONMENTAL ANALYSIS

The SEPA responsible official has reviewed the Ordinance and determined that it is exempt from SEPA, pursuant to WAC 197-11-800(20).

FISCAL IMPACTS

None.

RECOMMENDATION

I recommend that the City Council approve the Ordinance as presented at the second reading.

RECOMMENDATION

I recommend that the City Council approve the ordinance as presented at this^e second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SHORELINE DEVELOPMENT, ELIMINATING THE LIMITATION ON THE RECONSTRUCTION OF NONCONFORMING SHORELINE DEVELOPMENT AFTER DAMAGE TO THE STRUCTURE NOT EXCEEDING SEVENTY-FIVE PERCENT OF THE REPLACEMENT COST OF THE STRUCTURE SO THAT THE PROPERTY OWNER MAY RECONSTRUCT NONCONFORMING SHORELINE DEVELOPMENT AFTER DAMAGE OF ANY EXTENT TO THE STRUCTURE, AMENDING SECTION 4.15(C) OF THE SHORELINE MASTER PROGRAM OF THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, the City of Gig Harbor has adopted the Shoreline Master Program, which has not been codified in the Gig Harbor Municipal Code; and

WHEREAS, the City is required to periodically review its Shoreline Master Program and to make amendments deemed necessary to reflect changing local circumstances (WAC 183-26-090); and

WHEREAS, any amendments to the Shoreline Master Program must be consistent with RCW 90.58.080; and

WHEREAS, prior to submittal of an amendment to the Shoreline Master Program to the Washington State Department of Ecology (DOE), the City is required to solicit public and agency comment (WAC 173-16-100); and

WHEREAS, the City plans under the Growth Management Act, and local citizen strategies must be implemented through early and continuous public participation consistent with WAC 365-195-600; and

WHEREAS, the City has submitted a copy of this ordinance to the Washington State Department of Community Trade and Economic Development (CTED), signifying intent to adopt this ordinance, pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor SEPA Responsible Official has reviewed this Ordinance and determined that it is exempt from SEPA, pursuant to WAC 197-11-800(20); and

WHEREAS, the City has complied with the minimum requirements of public participation for adoption of this ordinance, pursuant to WAC 173-26-100, as follows:

1. A public hearing on the ordinance was conducted by the City Planning Commission on July 21, 2005 to solicit comments and local citizen involvement; and
2. Notice of the public hearing was provided as set forth in WAC 173-26-100(2); and
3. The City has solicited comments from appropriate state agencies through CTED about the proposal prior to local approval; and

WHEREAS, on August 30, 2005 the City submitted this ordinance to the Department of Ecology for review and formal action, as required by WAC 173-26-110; and

WHEREAS, on _____, the City Council considered this ordinance during its regularly scheduled Council meeting;

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

Section 1. Section 4.15 of the City's Shoreline Master Program is hereby amended to read as follows:

4.15 Nonconforming Development. Nonconforming development is a shoreline use or structure which was lawfully constructed or established ~~prior to the effective date of the Act or the Master Program, or amendments thereto,~~ but which does not conform to present regulations or standards of the Master Program or policies of the Act. In such cases, the following standards shall apply:

A. Nonconforming development may be continued provided that it is not enlarged, intensified, increased or altered in any way which increases its nonconformity.

B. A nonconforming development which is moved any distance must be brought into conformance with the Master Program and the Act.

C. ~~If a nonconforming development is damaged to an extent not exceeding seventy-five (75) percent replacement cost of the original structure, it may be reconstructed to those configurations existing immediately prior to the time the structure was damaged, so long as restoration is completed within one year of the date of damage, with the exception that, exempt single family nonconforming development may be one hundred (100) percent replaced if restoration is completed within three years of the date of damage.~~

If a nonconforming structure is damaged or destroyed by earthquake, fire, flooding, other act of nature, or other unintentional act, it may be reconstructed to not more than the dimensions existing immediately prior to the time such structure was damaged or destroyed if application for a development permit is submitted within twelve (12) months of the date of damage or destruction; however, the department may grant not more than two (2) one-year extensions based on good cause. The reconstruction shall comply with all applicable building codes in force at the time of reconstruction.

D. If a nonconforming use is discontinued in conjunction with the circumstances set forth in subsection C above, such use may be resumed upon completion of reconstruction.

E. If a nonconforming use is otherwise discontinued for twelve (12) months or for twelve (12) months during any two year period, any subsequent use shall be conforming; it shall not be necessary to show that the owner of the property intends to abandon such nonconforming use in order for the nonconforming rights to expire.

~~E-F.~~ A nonconforming use shall not be changed to another nonconforming use, regardless of the conforming or nonconforming status of the building or structure in which it is housed. A structure which is being or has been used for a nonconforming use may be used for a different nonconforming use only upon the approval of a conditional use permit. A conditional use permit may be approved only upon a finding that:

1. No reasonable alternative conforming use is practical; and
2. The proposed use will be at least as consistent with the policies and provisions of the shoreline master program and as compatible with the uses in the area as the pre-existing use.
3. In addition, such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of the shoreline master program and the Shoreline Management Act and to assure that the use will not become a nuisance or a hazard.

~~F-G.~~ An undeveloped lot, tract, parcel, site or division which was established prior to the effective date of the act and the Master Program but which does not conform to the present lot size or density standards may be developed as long as such development conforms to all other requirements of the Master Program and Act.

Section 2. 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 3. Effective Date. This ordinance shall take effect and be in full force upon receipt of notice of final approval from the Department of Ecology.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___th day of _____, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

FIRST READING:
DATE PASSED:
DATE OF PUBLICATION:
EFFECTIVE DATE:

**SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington**

On _____ the City Council of the City of Gig Harbor, Washington, approved Ordinance No. ____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SHORELINE DEVELOPMENT, ELIMINATING THE LIMITATION ON THE RECONSTRUCTION OF NONCONFORMING SHORELINE DEVELOPMENT AFTER DAMAGE TO THE STRUCTURE NOT EXCEEDING SEVENTY-FIVE PERCENT OF THE REPLACEMENT COST OF THE STRUCTURE SO THAT THE PROPERTY OWNER MAY RECONSTRUCT NONCONFORMING SHORELINE DEVELOPMENT AFTER DAMAGE OF ANY EXTENT TO THE STRUCTURE, AMENDING SECTION 4.15(C) OF THE SHORELINE MASTER PROGRAM OF THE CITY OF GIG HARBOR, WASHINGTON, AS ADOPTED IN ORDINANCE ____.

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

APPROVED by the City Council at their regular meeting October 10, 2005.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: UTILITY EXTENSION AGREEMENT - MARK VEITENHANS
DATE: OCTOBER 10, 2005

INFORMATION/BACKGROUND

Mark Veitenhans has requested two (2) ERU's of water service for two vacant parcels located on Crescent Valley Drive. The properties are located within the City's Water Service Area but outside of the City's Urban Growth Boundary. The City currently provides water service to three parcels within this area. The size of the parcels precludes the applicant from drilling individual wells to service the properties.

POLICY CONSIDERATIONS

The Washington State Growth Management Act (GMA) states that "In general, cities are the units of local government most appropriate to provide urban governmental services. *In general, it is not appropriate that urban governmental services be extended to or expanded in rural areas except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development.*" RCW 36.70A.110 (4), emphasis added.

The Gig Harbor Municipal Code addresses the matter of water service outside of the Urban Growth Boundary, Section 13.34.070 to municipal corporations or quasi-municipal corporations such as water, sewer or fire districts if the extension is necessary to protect basic public health, safety, welfare and/or the environment. The City Council shall review the application and may, in its sole discretion, allow the extension if the Council finds:

1. That the requested service is financially supportable at rural densities and does not permit urban development;
 2. That the city's NPDES permit will not be affected by the extension; and
 3. That the extension is consistent with the goals of the city's water and sewer comprehensive plans and all other applicable law, including, but not limited to, the Public Water System Coordination Act (Chapter 70.116 RCW), and the State Environmental Policy Act (Chapter 42.31C RCW).
- C. The council's approval of any extension under the criteria in subsection B of this section may be conditioned upon the following:
1. Restrictions may be placed on the hours that the city will accept sewage flow from the applicants;
 2. Restrictions may be placed on the amount of sewage flow or water provided to the applicant;

3. For extensions outside the city's urban growth boundary area, the applicant shall have responsibility to maintain and operate its own facilities;
and/or
4. Any other conditions the council considers appropriate.

While the applicant in this request is not a municipal corporation nor a quasi-municipal corporation, but rather a private individual, the request does meet the criteria for extension outside of the Urban Growth Boundary.

The request for water service is financially supportable as all costs will be borne by the applicant, will not permit urban development or any further subdivision of land, and is within our water service area and therefore consistent with the Public Water System Coordination Act. Additionally, the City provides water service to three single-family residences in this area and provision of water service in this instance is allowable under that Washington State Growth Management Act (GMA).

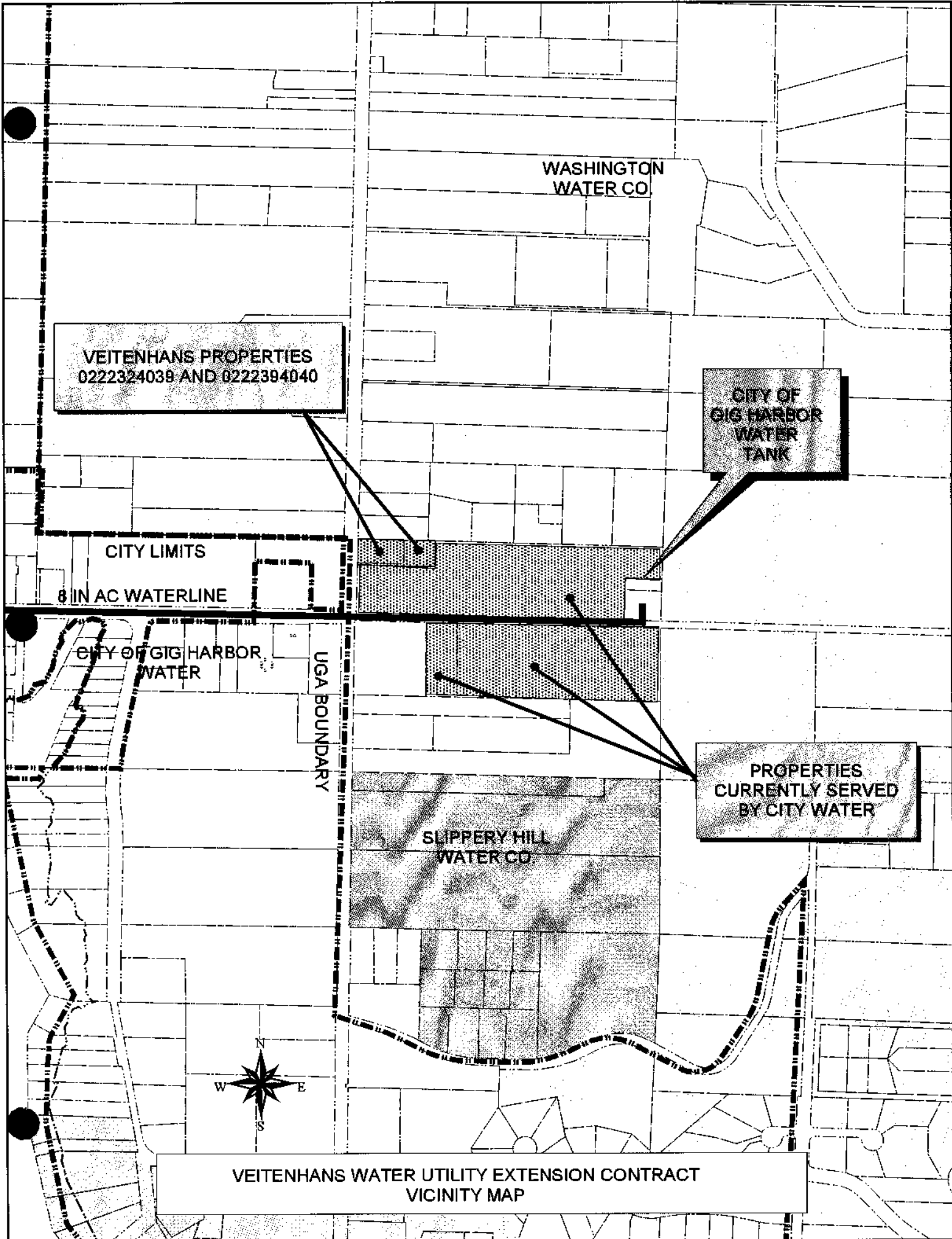
FISCAL CONSIDERATIONS

The current connection fee for two (2) water connections for this area is \$5,610.00. The capacity commitment payment for a three-year commitment period is \$1,828.80 which must be paid within forty-five (45) days of Council approval of the agreement. If the water connection fees are not paid in full prior to the termination of the contract, the capacity commitment payment is then forfeited.

The \$100.00 Utility Extension Agreement Fee has been paid in full.

RECOMMENDATION

I recommend approval of the Utility Extension Agreement with Mark Veitenhans as proposed.



WASHINGTON
WATER CO.

VEITENHANS PROPERTIES
0222324038 AND 0222394040

CITY OF
GIG HARBOR
WATER
TANK

CITY LIMITS

8 IN AC WATERLINE

CITY OF GIG HARBOR
WATER

UGA BOUNDARY

PROPERTIES
CURRENTLY SERVED
BY CITY WATER

SLIPPERY HILL
WATER CO.



VEITENHANS WATER UTILITY EXTENSION CONTRACT
VICINITY MAP

September 8th, 2005

City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
John P. Vodopich, AICP/ Community Development Director

SEP 08 2005
CITY OF GIG HARBOR
COMMUNITY DEVELOPMENT

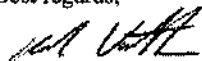
Re: Request for City Water extension outside the UGA

Dear Mr. Vodopich;

Thank you for taking the time to speak with me last week regarding my request for City Water on my 2 parcels. As you are aware, these parcels are located within the City of Gig Harbor Water service area, however, they are outside the UGA. The parcels are located within approx. 100 ft. from your main water line. The 2 parcel #'s are: 0222324039 and 0222324040 the site address is: 9702XXX Crescent Valley Drive NW and 2822XXX 96th St NW. My intent is to receive the City Water as have 3 of my adjoining neighbors and not to change the density. I spoke to the County about wells, as was suggested in one of the Council Meetings, unfortunately, with setbacks; my property appears to be too small to obtain a permit. If you are unable to grant me City Water, these lots will be essentially un-build able.

I appreciate any help you can give me in this matter.

Best regards,



Mark Veitenhans

UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this 10th day of October, 2005, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and MARK VEITENHANS, A SINGLE MAN, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described below and as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water utility system, hereinafter referred to as "the utility" and the City is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he is the Owner of the property described below and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend water main to the Owner's property from the existing utility lines on 96th STREET NORTHWEST at the following location:

96th Street Northwest and Crescent Valley Drive

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Community Development Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Water Capacity Commitment. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on October 10, 2008; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction, and provided this Agreement is signed and payment for water capacity commitments is received within 45 days after City Council approval of extending water capacity to the Owner's property. Water capacity shall not be committed beyond a three year period.

The City also agrees to provide to the Owner water service and reserves to the Owner the right to connect service with two (2) three-quarter inch (3/4") meter. These water capacity rights are allocated only to the Owner's utility system as herein described; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. Any addition to this system must first be approved by the City.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$1,828.80 for water to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500.00) for commitment for water service capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments to cover the City's administrative and related expenses.

6. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

7. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other City required capital facilities, the Owner agrees if required by the City to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Community Development Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in

an amount approved by the City Community Development Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

8. Connection Charges. The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system, at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Water Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

9. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

10. Annexation. Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit "A" as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the

City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

11. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City Comprehensive Plan designation at the time of development or redevelopment: SINGLE-FAMILY RESIDENTIAL (R-1)
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Manual, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

12. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.290, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

13. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property, in addition to any other remedies available to it, and disconnect the water, and for that purpose, the City may enter upon the Owner's property (see RCW 35.67.310).

14. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements (specify):

NONE.

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

15. **Specific Enforcement.** In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

16. **Covenant.** This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit "A", and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

17. **Attorney's Fees.** In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

18. **Severability.** If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this 10th day of October, 2005.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER



MARK VEITENHANS, A SINGLE MAN, property owner

ATTEST/AUTHENTICATED

City Clerk, Molly Towslee

APPROVED AS TO FORM:

City Attorney, Carol A. Morris

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that MARK VEITENHANS, A SINGLE MAN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the PROPERTY OWNER OF 9702 CRESCENT VALLEY DRIVE NORTHWEST, PARCEL #0222324039 AND 2822 96th STREET NORTHWEST, PARCEL #0222324040 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/21/05



Signature Sonia R. Billingsley
NOTARY PUBLIC for the State
of Washington, residing at
PIERCE COUNTY
My commission expires: 11/9/05

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert is the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____
NOTARY PUBLIC for the State
of Washington, residing at _____
My commission expires: _____

EXHIBIT A

9702 CRESCENT VALLEY DRIVE NORTHWEST, PARCEL #0222324039
LEGAL DESCRIPTION

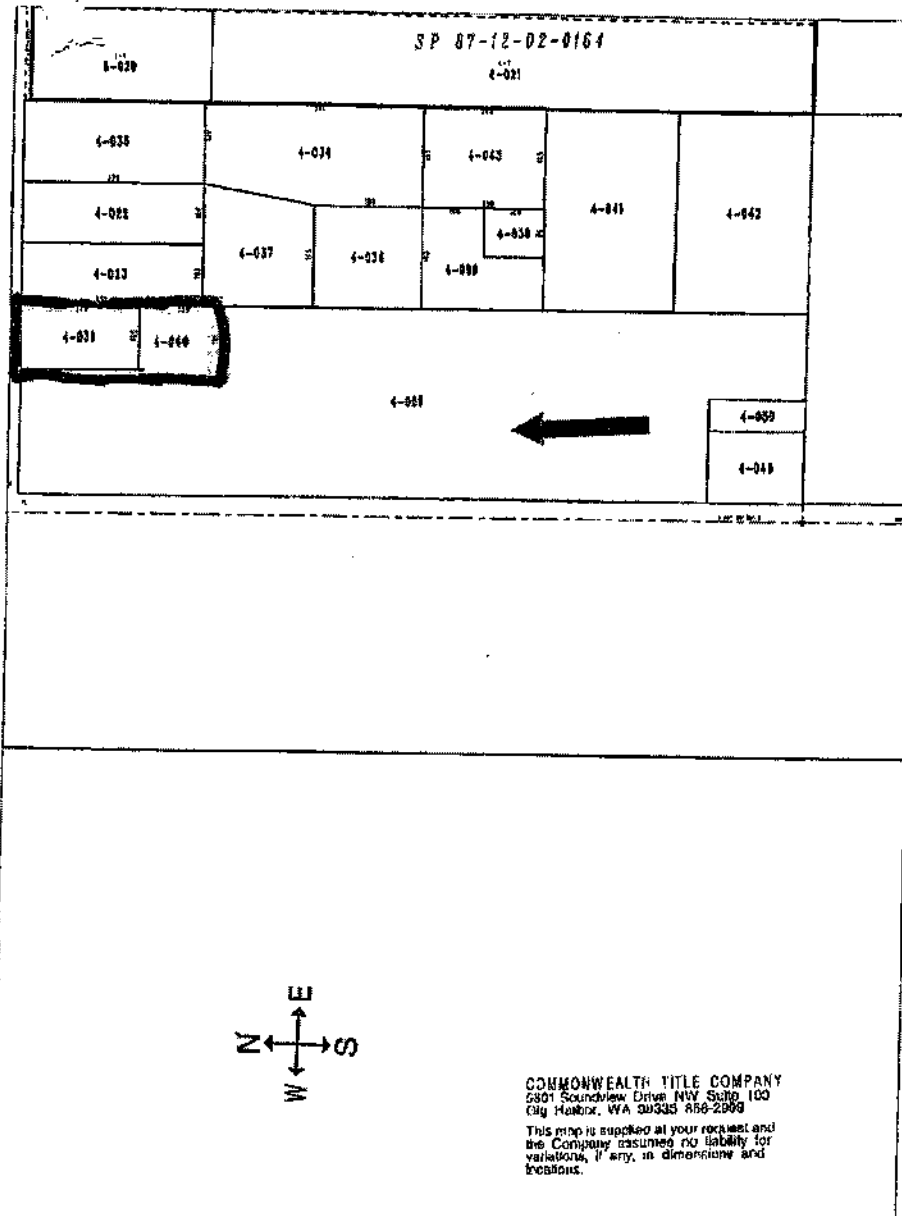
Section 32 Township 22 Range 02 Quarter 43:

BEG NW COR OF PROP IN SE CYD TO SELMA C BURKLAND BY WD
RECORDED IN VOL 560 OF DEEDS AT PAGE 395 8/25/36 TH E 225 FT TH S
100 FT TH W 225 FT TH N 100 FT TO BEG EXC CO RD SEG F 5956

2822 96th STREET NORTHWEST, PARCEL #0222324040
LEGAL DESCRIPTION

Section 32 Township 22 Range 02 Quarter 43:

COM NW COR OF S 1/2 OF S 1/2 OF SW OF SE TH E 225 FT TO POB TH CONT
E 130 FT TH S 110 FT TH W 355 FT TH N 10 FT TH E 225 FT TH N 100 FT TO
POB EXC CO RD SEG F 5956





COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DICK J. BOWER, CBO
BUILDING OFFICIAL/FIRE MARSHAL *DB*
SUBJECT: FIRST READING OF AN ORDINANCE - AMENDMENT TO TITLE 15
CLARIFYING THE AUTHORITY OF THE BUILDING OFFICIAL/FIRE
MARSHAL WITH RESPECT TO HOUSING SAFETY
DATE: OCTOBER 10, 2005

INFORMATION/BACKGROUND

GHMC 15.20 adopts the Uniform Code for the Abatement of Dangerous Buildings. UCADB Section 302, Dangerous Buildings defines a dangerous building as among other things. Definition 15 states that "whenever a building or structure used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease." The City does not have a health officer to make this determination therefore an amendment is necessary to clarify for the purposes of this section, the building official/fire marshal is authorized to make this determination.

The Pierce County Health Department does not take action to remedy unsafe housing conditions resulting from inadequate maintenance of building systems such as plumbing, heating and ventilation. From time to time, the City is called on to respond to situations in which dwellings are clearly unfit for human habitation. This amendment will clarify that the building official/fire marshal is authorized to determine whether a dwelling is fit for human occupancy based on inadequate maintenance of buildings and their systems.

POLICY CONSIDERATIONS

While this rarely used section has been in the UCADB as adopted by the City for many years, this amendment will clarify the building official/fire marshal's authority to take actions to abate dwellings that are deemed to be unsafe due to conditions not necessarily related to structural safety.

FISCAL CONSIDERATIONS

Some additional staff and attorney time will be required when the City is forced to seek legal abatement of unsafe dwellings.

RECOMMENDATION

Staff recommends that the Council approve this Ordinance at the second reading.

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO AMENDMENT OF THE CITY BUILDING CODE TO REMOVE REFERENCES TO A HEALTH OFFICER AND CLARIFY THE AUTHORITY OF THE BUILDING OFFICIAL/FIRE MARSHAL WITH RESPECT TO HOUSING SAFETY.

WHEREAS, the City of Gig Harbor has adopted the 1997 edition of the Uniform Code for the Abatement of Dangerous Buildings (UCADB) under GHMC 15.20;

AND WHEREAS, The City has amended the UCADB to designate the building official/fire marshal as the authority responsible for the interpretation and enforcement of the UCADB;

AND WHEREAS, the UCADB and Title 15.20.020 of the Gig Harbor Municipal Code make reference to a "health officer" having authority to enforce the code;

AND WHEREAS, the City of Gig Harbor does not have a health officer position.

Now, therefore:

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

Section 1. Section 15.20.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.20.020 Amendment to UCADB Section 201. Section 201 of the Uniform Code for the Abatement of Dangerous Buildings is amended as follows:

201.2 Inspections. The ~~health officer and the building official/fire marshal are~~ is hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this code

* * *

15.20.041 Amendment to UCADB Section 302 (15). Section 302 (15) of the UCADB is amended as follows:

302 (15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise is determined by the ~~health officer~~ building official / fire marshal to be unsanitary, unfit for human habitation or in such condition that is likely to cause sickness or disease.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this __ day of _____, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By _____
Molly Towslee, City Clerk

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY

By _____
Carol A. Morris

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

**SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington**

On _____, 2005 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO AMENDMENT OF THE CITY BUILDING CODE TO REMOVE REFERENCES TO A HEALTH OFFICER AND CLARIFY THE AUTHORITY OF THE BUILDING OFFICIAL/FIRE MARSHAL WITH RESPECT TO HOUSING SAFETY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of _____, 2005.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



POLICE

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: GHPD MONTHLY REPORT FOR SEPTEMBER 2005
DATE: OCTOBER 10th, 2005

DEPARTMENTAL ACTIVITIES

September YTD totals show we have seen an increase of 312 reports written in 2005 (2004/993, 2005/1305). September YTD DUI arrests in 2005 are up by 17 (2004/30, 2005/47) and September YTD infractions in 2005 are up by 206 (2004/802, 2005/1008). Statistics show our September 2005 YTD traffic accidents are down by 24 accidents when compared to the same September YTD period in 2004 (2004/164, 2005/140). I have updated the table that I provided last month tracking traffic collisions by age group. The table is provided on the attached traffic accident report.

September YTD misdemeanor arrests in 2005 are up by 81 (2004/192, 2005/273) and our September YTD felony arrests are down by 16 (2004/108, 2005/92). Last year you will remember we had a tremendous number of felony arrests involving the purchase of pseudo ephedrine at a number of our large stores. With a tightening of state laws governing the sale of this precursor ingredient of meth, and enhanced penalties, our pseudo ephedrine related felony arrests have diminished substantially. In summary--our activity levels are continuing to increase in both volume and seriousness. In a positive light, our efforts in balancing traffic enforcement with education have resulted in a reduction of traffic accidents. For every ticket our officers write, two verbal warnings were given in September 2005 (213 warnings and 122 tickets).

Attached you will find several graphs that track selected 2004 and 2005 monthly statistics. I have updated the graphs for September so you can visually evaluate and track our monthly activity trends (remember some of the graphs contain cumulative numbers).

The Reserve Unit supplied 214 hours of volunteer time assisting our officers in September. Reserve Officer Ryan Menday provided a whopping 155 hours during September! Our requirement is that reserves provide a minimum of 20 hours of volunteer assistance each month. Our reserves provided assistance with the Folk Festival, the Lady Washington visit, traffic control during the Harborview Marina fire, along with patrol duties and court transports. Former Reserve Ken Watkins has announced he will be returning within the next two months.

The Marine Services Unit The MSU provided a total of 87.5 hours of patrol time during the month of September completing 19 safety inspections, 7 verbal warnings and three (3) boater assists. A total of 40 hours of marine patrol time was devoted to

security during the clean-up of the marina fire scene. It is apparent that the timely application of the boom by Officer Busey and the city public works crew was instrumental in saving the Harbor from catastrophic environmental damage.

Some of the more interesting calls for the month of September 2005 included:

- September 6th: At 0245 hours, Officer Welch was dispatched to an audible alarm located at a tobacco shop in Olympic Village. Upon arrival, Officer Welch found the front door forced open and cigarette cartons lying on the floor. The store video showed subjects in hooded sweatshirts had forced open the front door and stolen several cartons of cigarettes. Case # 051075
- September 8th: Officer Chapman was dispatched to investigate a suspicious door-to-door salesman. In doing a records check on the 23-year old male, a felony warrant from New Jersey was revealed. The subject was taken into custody and New Jersey will extradite. Case # 051084
- September 8th: Lt. Colberg and Officers Jahn and Cabacungan were dispatched to a local apartment complex to investigate trespassers in a vacant apartment. Upon arrival, officers discovered two 16-year old girls with a 20-year old male and a 22-year old male inside the apartment. The four were smoking marijuana inside and were in possession of meth. All four were arrested for trespassing and possession of narcotics. **UPDATE:** One of the males involved in this case was later shot by another drug dealer using a shotgun. This was over a disagreement involving drugs. Case # 051086
- September 8th: Officers Busey and Jahn arrested a 21-year old male for Theft 3rd and a misdemeanor warrant. The subject went into a local gas station and gave the cashier \$17.00 for gas. The pump did not shut off at \$17.00 and pumped \$43.00 worth of gas into the car. The subject did not feel that he should have to pay for the extra \$26.00 and left without paying. Case # 051089
- September 9th: While on patrol, Officer Chapman saw a 16-year old male staggering in a parking lot in the 4700 block of Pt. Fosdick. The subject had a bloody face from falling down and smelled of alcohol. Officer Chapman summoned medical aid and the subject was transported to the hospital. The parents were notified and Officer Chapman requested a charge of Minor in Possession of Alcohol (MIP) through Remann Hall. Case # 051091

Summary of incidents during the first week in September included:

4 Non Injury Accidents
1 Injury Accident
1 Hit & Run Accident
3 Vehicle Prowls
1 Stolen Auto

1 Burglary

- September 12th: Officers were dispatched to a local night club on a fight in the parking lot. Upon arrival, officers found a 26-year old male handcuffed and being held by the "bouncer." The subject was intoxicated and started a fight when he was asked to leave. Officer Welch arrested the subject for assault 4th degree. Case # 051105
- September 12th: Chief Davis and Officer Busey responded to a 9-1-1 hang-up call at a local residence. The officers received no answer at the door and entered the residence thru an open window. When they entered the house, they discovered that no one was home. What they did find was a residence that was so dirty and filled with garbage that it was unlivable. They were able to determine that a 57-year old female lives at the house. A case report was written and forwarded to the "HERO's" program which is associated with Pierce County Division of Aging and Long Term Care. Investigators are following up with the resident. Case # 051115
- September 12th: While on patrol, Officer Dahm and Reserve Officer Menday noticed a teenage male walking down the street with a large object hidden inside his shirt. The officers stopped and asked the teen what he had under his shirt. The 15-year old male, removed a 18-pack of "Coors Lite" beer. Upon further questioning, it was discovered that the subject had just stolen the beer from a nearby convenience store. The store was unaware of the theft. The juvenile was arrested for Theft 3rd and MIP and released to a parent. Case # 051117
- September 13th: Sgt. Emmett stopped a vehicle for running a stop sign. While approaching the driver's door, a large cloud of marijuana smoke came out of the window. When questioned, the 18-year old driver admitted to smoking marijuana. A search of his vehicle revealed seven (7) grams of marijuana and three (3) pot pipes. The subject was arrested for drug possession and possession of drug paraphernalia. Case # 051125
- September 15th: At 0259 hours, three males pried open the rear door to a smoke shop at Olympic Village. The three entered the store and filled plastic containers with cigarettes. They were wearing hoods and motorcycle helmets. The suspects were in and out within a minute. It appears that the same three suspects committed a burglary to the same store on 9/6/05 at 0254 hours. During that burglary they entered by way of forcing open the front door. Both burglaries were videotaped by the in-store system. Case #s 051075 & 051132
- September 15th: While working as the School Resource Officer (SRO) at Gig Harbor High School, Sgt. Emmett arrested a 15-year old female for possession of drugs and possession of drug paraphernalia. The student brought a baggie of marijuana and a pot pipe to school in her backpack. School officials were made aware of the offense by another student. Case # 051134

- September 18th: Officer Dahm and Reserve Officer Menday arrested a 17-year old female for reckless driving. The female driver was driving a sports car on Canterwood Blvd., when officers locked her in on radar at 78 mph. While they were turning the police car around to catch up to her, she accelerated and lost control on the next curve, putting the car in a ditch. The female driver had three (3) teenage occupants in the vehicle with her. No one was injured; however, the vehicle sustained minor damage. The female driver was issued a criminal traffic citation and released to her mother. Case # 051149

Summary of incidents during the second week in September included:

2 Non Injury Accidents
 2 Injury Accidents
 7 Vehicle Prowls
 2 Stolen Autos
 3 Recovered Stolen Autos
 3 Residential Burglaries
 1 Business Burglary

- September 19th: At 0230 hours, Officer Welch contacted two Russian males in the parking lot of a local apartment complex. A third Russian male was located hiding behind a tree in the complex. One of the subjects had caused a disturbance earlier at a gas station located at Pt. Fosdick and Olympic Drive. When asked for their identification, two of the subjects provided false information. When their true identities were discovered, one of the males had a non-extraditable warrant. The two subjects that provided false information were booked for making false statements to police. Case # 051150
- September 20th: Officer Dahm arrested a 17-year old male for shoplifting at Target. The subject was selling cards for a Peninsula High School fundraiser in front of Target and decided to shoplift \$170.00 worth of electronics equipment while he was there. The juvenile was released to a parent and the case was referred to Remann Hall. Case # 051156
- September 22nd: A 38-year old female rode her new \$419.00 bicycle to a local thrift shop to do a little shopping. While she was inside, an elderly female attendant sold the ladies bicycle to a male customer for \$10.00. **UPDATE:** the purchaser learned that the sale was a mistake and returned the bike to the original owner. Case # 051165
- September 23rd: Officer Jahn arrested a 67-year old male for Assault 4th and Theft 3rd. The subject shoplifted several items from a store at Olympic Village and was confronted by store security at his car in the parking lot. The male subject tried to start his car and drive off and the security officer struggled with

him inside the vehicle. The subject was eventually subdued and taken back inside the store where he was arrested by Officer Jahn. Case # 051167

- September 24th: At 0444 hours, Officer Welch stopped a vehicle for operating without headlights. The vehicle was being operated by a 16-year old female who had a 17-year old passenger. The driver had a learner's permit only and had been drinking. The passenger had been drinking as well. The driver refused field sobriety tests and Officer Welch arrested her for Negligent Driving with Alcohol. The passenger was arrested for MIP. Both were released to their parents. Case # 051168
- September 25th: Officer Welch arrested a 54-year old male for Negligent Driving 1st Degree. The driver was operating a 1987 Dodge Van on Harborview Drive at 0224 hours. What caught Officer Welch's attention was that the vehicle had two traffic cones stuck under the front axle. When stopped, Officer Welch determined that the subject had been drinking and asked him to submit to a series of field sobriety tests (FSTs). The subject failed most of the FSTs; however, he blew a .065 on the PBT. The subject was issued a criminal citation for Negligent Driving w/ Alcohol and released. Case # 051169
- September 25th: Officer Cabacungan assisted the Pierce County Sheriff's Department (PCSO) with a non-injury accident that turned into an assault. The accident call was dispatched as being in the city of Gig Harbor, however it was later determined to be outside of the city limits. Officer Cabacungan arrived first at the scene and discovered that a car had rear ended a Hummer. The male driver of the Hummer jumped out and allegedly assaulted the male driver of the car prior to Officer Cabacungan's arrival. Officer Cabacungan detained both subjects until PCSO arrived. Case # 051171.

Summary of incidents during the third week in September included:

2 Non Injury Accidents
2 Injury Accidents
2 Vehicle Prowls
3 Stolen Autos
2 Recovered Stolen Autos

- October 1st: During graveyard shift, Officer Allen arrested a 17-year old female for MIP. Officer Allen located the female in the parking lot of a commercial store urinating. Upon talking with her, he discovered that she had been drinking. The female was released to a parent and the report was forwarded to Remann Hall for charging. Case # 051192
- October 1st: Officer Dahm located a suspicious occupied van behind a business center in the 5100 block of Olympic Drive. Inside the van, a 20-year old male and a 18-year old male were getting ready to smoke some Heroin. Officer Dahm

witnessed them hiding something under the seat. When questioned, they admitted to using the Heroin. A search revealed 2.2 grams of Heroin in the vehicle. Both subjects were from Belfair and were returning from buying dope in Tacoma when they pulled over to smoke some dope. Both subjects were booked into the Pierce County Jail for possession of drugs. Case # 051197

- October 2nd: Over the weekend, unknown subjects spray painted graffiti on the back of a church on 45th Street Court. The graffiti contained messages of drug use and sex. The suspects identified themselves as the "Midnight Tokers." Case # 051199

Summary of incidents during the fourth week in September included:

2 Non Injury Accidents
1 Injury Accident
1 Vehicle Prowl
3 Stolen Autos
3 Recovered Stolen Autos
1 Residential Burglary

TRAVEL/TRAINING

- The reserves under the direction of advisor Officer Welch and with assistance from Sgt. Dougil and Officer Jahn completed three (3) hours of active shooter training and nighttime shooting scenario training.
- Police Service Specialist Debra Yerry attended the WSP Conference in Wenatchee on September 19th and 20th. This was specialized training to be certified as a technical agency coordinator (TAC).
- Officer Douglas and CSO Mock attended "Assisting Victims w/ Identity Theft" training in Kirkland on September 7th and 8th.
- Chief Davis attended the FBI NA fall training conference in Chelan on September 7th through the 9th.
- Officer Welch attended "Pepper Ball" training in Vancouver.
- CSO Mock received Domestic Violence training with the Pierce County DV Unit on September 15th.

SPECIAL PROJECTS

- A Gig Harbor High student will begin working with Officer Busey soon to reconstitute the GHPD Explorer Program. This partnership will serve as a senior project for the student.
- Background checks are complete on two Citizens on Patrol (COPS) candidates. This is our volunteer program due to be initiated within the next month.

- Chief Davis is working on a contract for services with Kitsap County Animal Control to take over after the first of the year when Pierce County will discontinue pick-up services. We will also be looking at developing a more comprehensive animal control ordinance.
- CSO Mock completed her first crime analysis query with the help of our Information Tech Alon Davis. The first query is Times of Calls for Service, which breaks down our call volume into the day of week and time. The table below is an example for the month of August. This query will be very helpful in more effectively deploying our staff resources on patrol. I will try and have this chart available for your information in future monthly reports. CSO Mock is developing some great skills in analyzing the tremendous amount of data we have available through our Records Management System (RMS) and Computer-aided Dispatch System (CAD).

DATE: 8/01/05 - 08/31/05 DISPATCHED CFS

CALL TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL FOR TIME PERIOD
0:00-03:59	4	3	2	3	1	5	7	25
4:00-07:59	5	2	2	4	4	7	0	24
8:00-11:59	12	5	2	3	3	11	6	42
12:00-15:59	4	2	8	8	8	14	13	57
16:00-19:59	7	16	4	9	5	9	12	62
20:00-23:59	8	12	11	7	13	7	5	63
TOTAL FOR WEEK DAY	40	40	29	34	34	53	43	

PUBLIC CONCERNS

On September 12th, Chief Davis along with Lt. Larry Bauer from the PCSD and Dennis Taylor from Safe Streets met with owners of several local tobacco shops in an effort to discourage the sale of drug paraphernalia (i.e. bong and pot pipes). A county ordinance is being prepared to address the issue and this meeting was an attempt to educate the shop owners on our concerns and the impending ordinance.

The Gig Harbor/Key Peninsula region has been very hard-hit with vehicle and motorcycle thefts the past two months. Within the city limits we had seven (7) thefts of vehicles and eight (8) recoveries just within the last month. Our officers assisted Pierce County and the Washington State Patrol with a recent sting operation whereby

numerous arrests were made. The majority of the persons under investigation had direct links to the Peninsula. Hopefully these arrests will reduce the recent crime wave.

FIELD CONTACTS

Staff made the following contacts in the community:

- CSO Mock attended the KPN crime prevention meeting on September 22nd. She met with Emily Watson, the new CSO for the PCSD detachment on the Peninsula. They will be working together on crime prevention projects.
- Officer Douglas represented the Gig Harbor Police Department as a Color Guard member at the Museum of Flight on October 1st. Officer Douglas is a member of a multi-agency color guard composed of officers from the small cities of Pierce County formed earlier this year.
- On September 16th, Chief Davis met with Eileen O'Brien and other staff members from the Prosecutor's DV Unit to discuss our plans to adjust procedures in dealing with DV cases now that the DV advocate contract has been terminated. CSO Mock will serve as a DV liaison by directing victims to services within the county and providing information on available victim services.
- September 21st, Chief Davis attended a luncheon at FBI headquarters in Seattle aimed at preparing proposed attendees to the FBINA academy. .
- September 22nd, Chief Davis attended the Pierce County Sheriff's and Chief's meeting at the Puyallup Fair.
- CSO Mock attended the Multi-Care Celebration on September 10th. It was a safety fair focused on children.
- CSO Mock presented the Bank Robbery PowerPoint presentation to Kitsap Bank on September 22nd.
- Chief Davis attended the Co-operative Cities meeting on the 29th.

OTHER COMMENTS

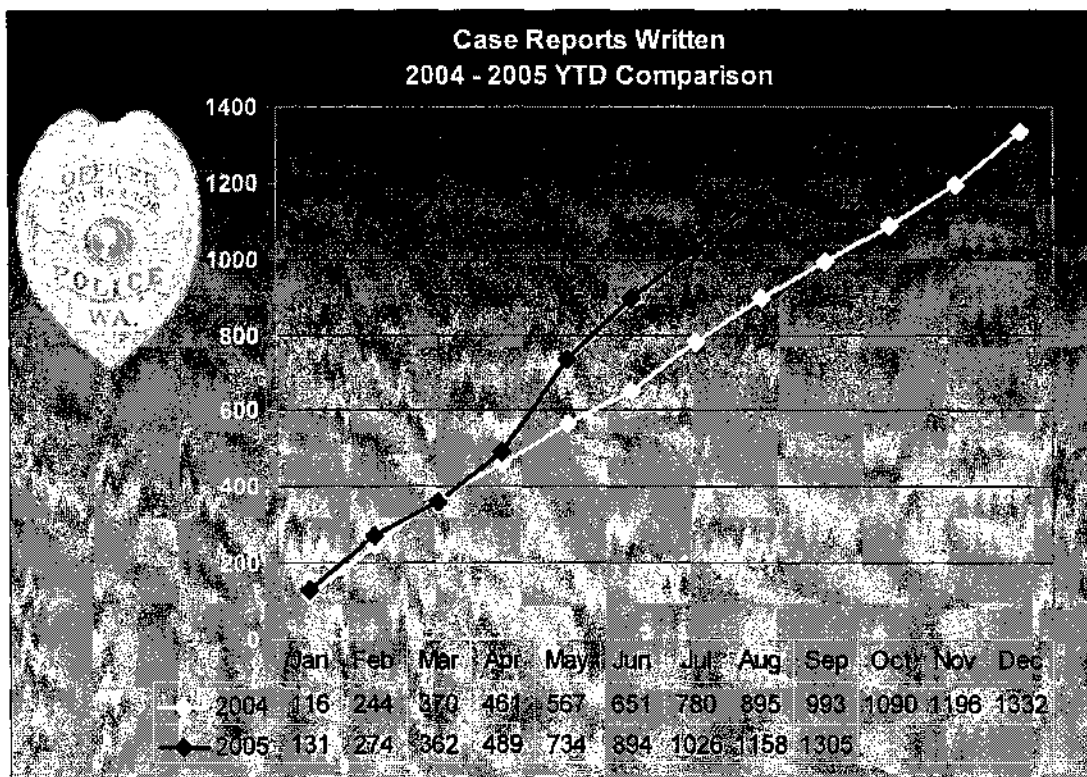
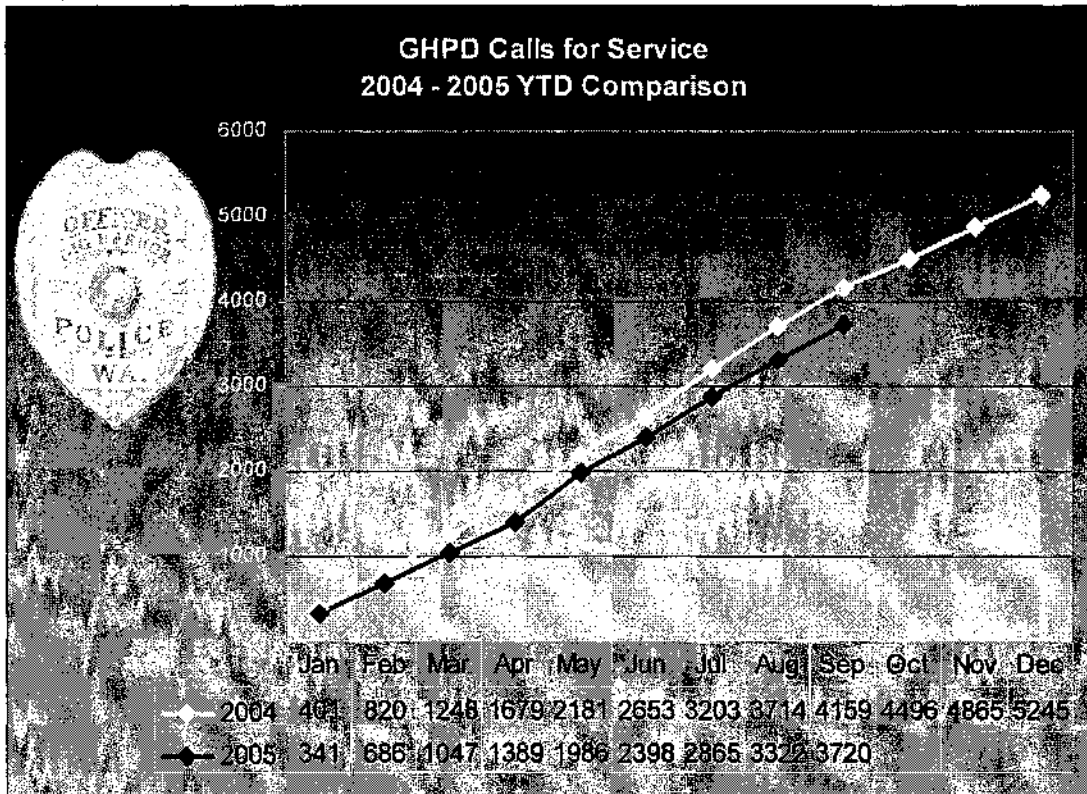
The department is fully-staffed

Congratulations to Officer Garrett Chapman and CSO Lynn Mock on completing their one-year probationary periods.

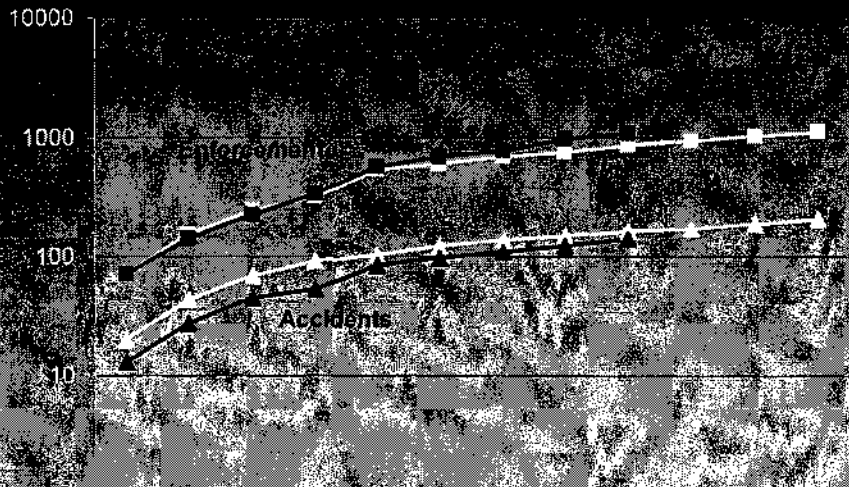
ATTACHMENTS

- September Monthly Activity Report
- September Activity Graphs
- September Traffic Accident Reports

SEPTEMBER 2005 YTD MONTHLY ACTIVITY GRAPHS

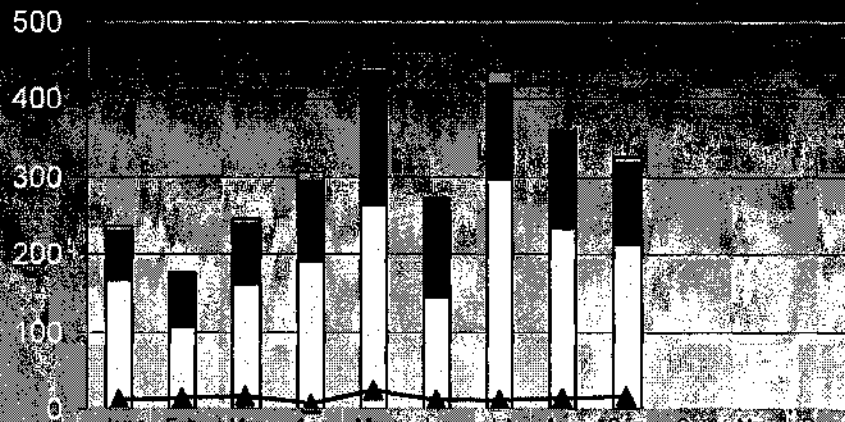
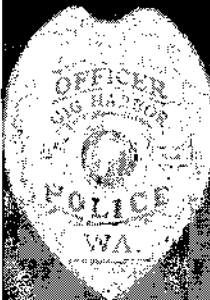


Trends: Traffic Enforcements vs. Accidents 2004 - 2005 YTD Comparison



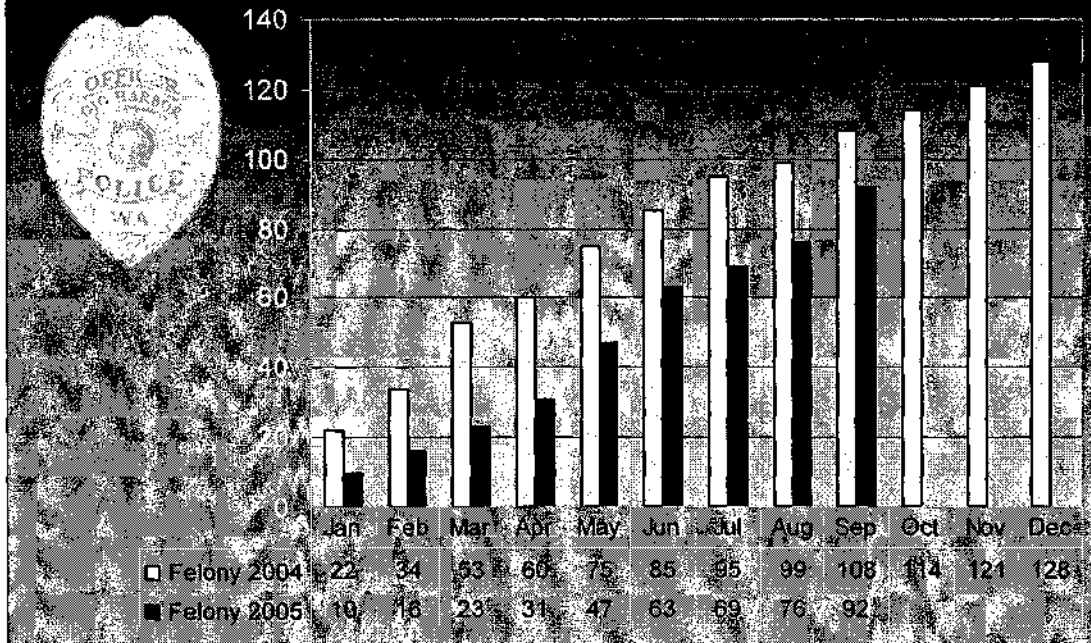
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2004 Infractions + Citations	70	158	241	313	523	599	681	765	855	941	1015	1136
2005 Infractions + Citations	74	136	223	337	566	696	779	988	1092			
2004 Reportable Accidents	20	44	68	91	103	121	137	150	154	175	190	207
2005 Reportable Accidents	13	27	45	53	74	96	109	124	140			

2005 Traffic Enforcement vs. Accidents Comparison

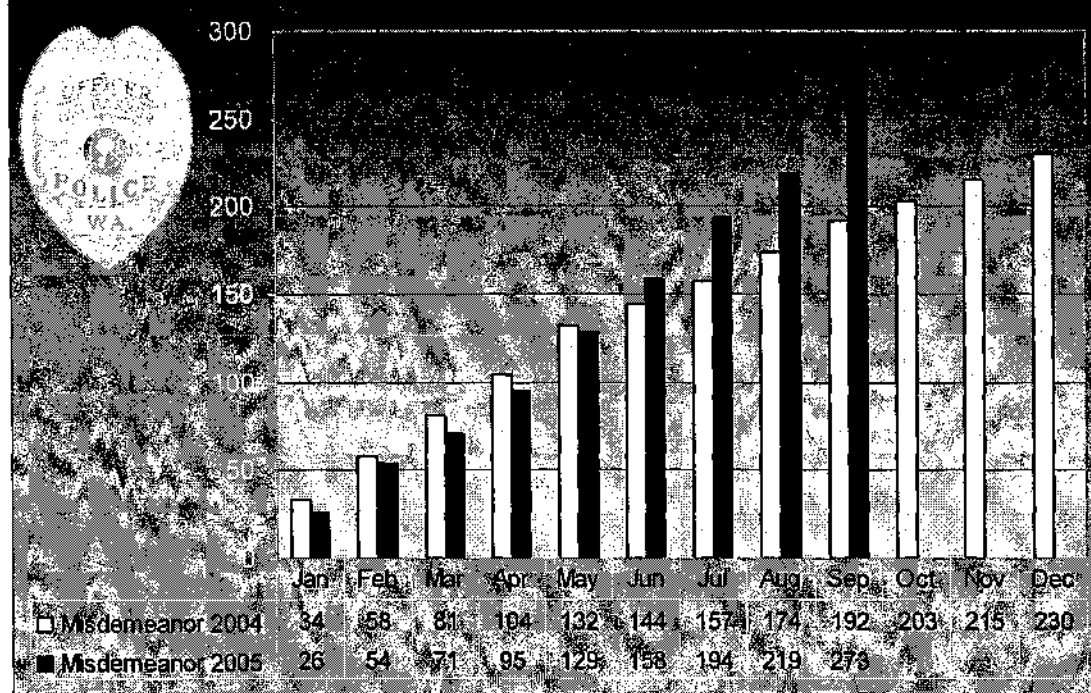


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Criminal Traffic Citations	8	4	7	13	5	0	15	4	6			
Infractions	63	65	75	102	174	28	125	123	106			
Verbal Warnings	166	107	165	192	264	136	296	234	213			
Accidents	13	14	18	8	23	12	13	15	16			

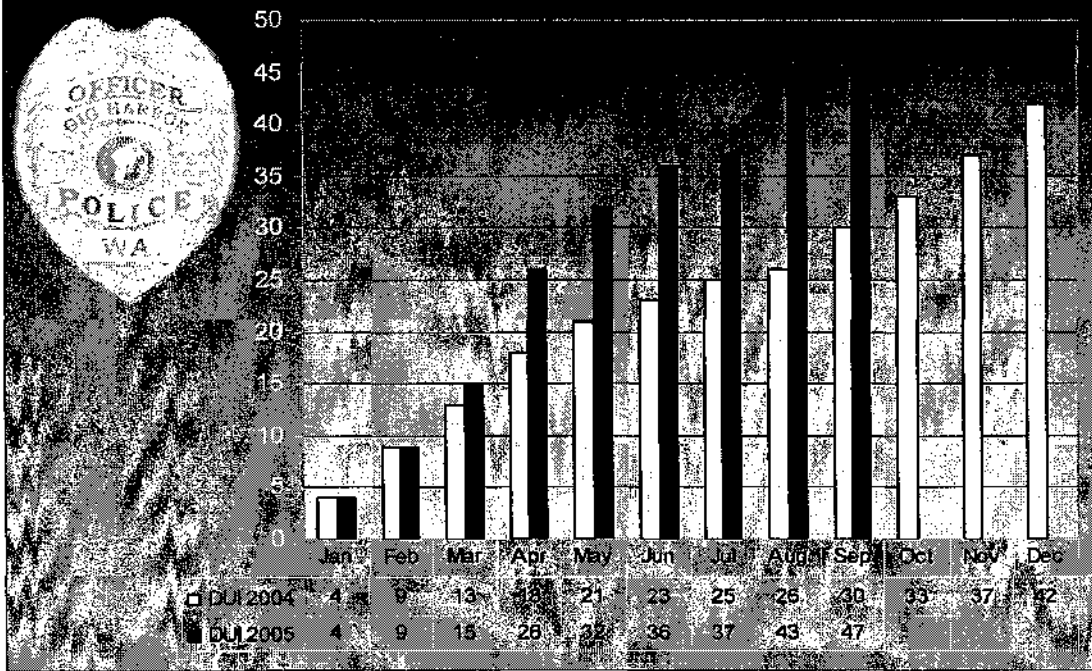
**Felony Arrests
2004 - 2005 YTD Comparison**



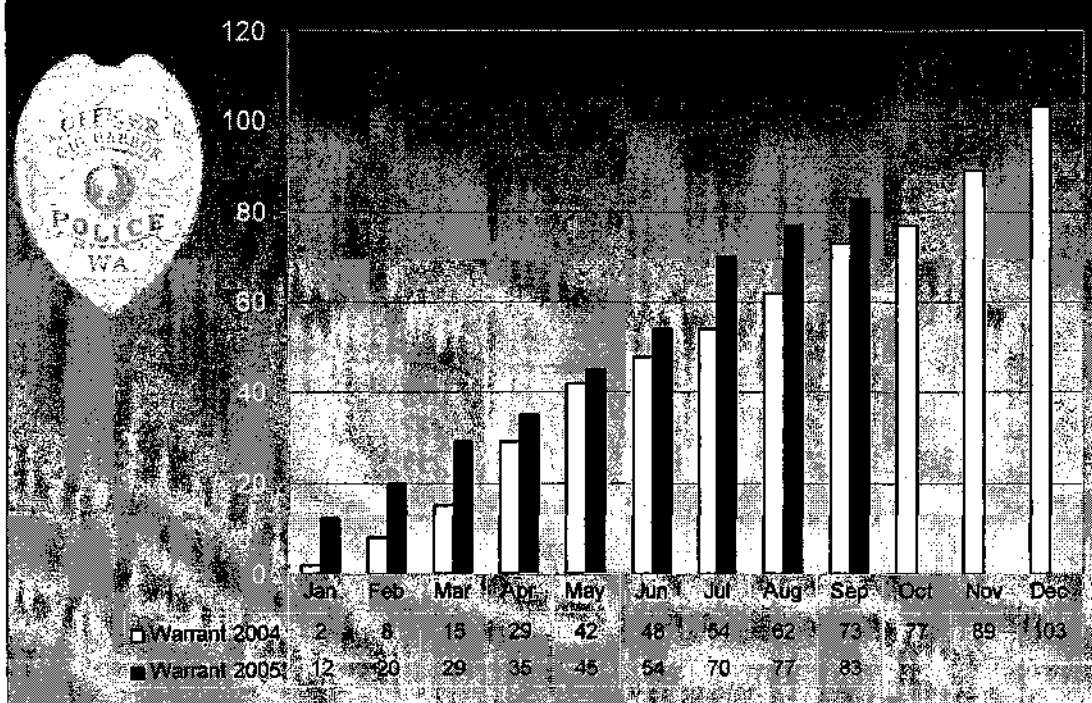
**Misdemeanor Arrests
2004 - 2005 YTD Comparison**



DUI Arrests 2004 - 2005 YTD Comparison



Warrant Arrests 2004 - 2005 YTD Comparison





Category	September 2005					
	September 2004	September 2005	Change	YTD 2004	YTD 2005	Change
Calls for Service	445	398	-47	4159	3720	-439
General Reports	98	147	49	993	1305	312
Criminal Traffic	4	6	2	63	72	9
Infractions	106	106	0	802	1008	206
Warrant Arrests	11	6	-5	73	84	11
Traffic Reports	14	16	2	164	140	-24
DUI Arrests	4	2	-2	30	47	17
Misdemeanor Arrests	18	21	3	192	273	81
Felony Arrests	9	5	-4	108	92	-16
FIR's	0	0	0	0	15	15



POLICE

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: TRAFFIC ACCIDENT REPORT FOR SEPTEMBER 2005
DATE: OCTOBER 10TH, 2005

LEGEND:

P-LOT PARKING LOT
 NON NON INJURY
 INJ INJURY
 H&R HIT & RUN
 RED/CYC PEDESTRIAN/CYCLIST
 R/A ROUNDABOUT

<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>CASE#</u>
09-06-05	Rosedale & Schoolhouse	NON	GH051076
09-10-05	Burnham & Canterwood	Roundabout	GH051096
09-10-05	Pt. Fosdick & 36 th St.	NON	GH051098
09-11-05	3200 Tarabochia St.	INJ	GH051100
09-11-05	Olympic Dr. & Hollycroft	NON	GH051101
09-12-05	Olympic & Pt. Fosdick Dr	INJ	GH051109
09-13-05	Burnham Dr. & Borgen Blvd	INJ	GH051122
09-15-05	6659 Kimball Dr	P-LOT	GH051133
09-16-05	Stinson Ave. Foster St.	INJ	GH051137
09-18-05	12800 Canterwood Blvd	NON	GH051149
09-19-05	5010 Pt. Fosdick Dr	P-LOT	GH051158
09-20-05	Pt. Fosdick Dr. & 36 th St.	INJ	GH051153
09-22-05	Olympic & Pt. Fosdick	INJ	GH051164
09-29-05	56 th St. & Pt. Fosdick Dr.	NON	GH051188

TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY YTD 2005

	Teens (15-18)	Young Adult (19-25)	Adult (26-50)	Seniors (51 over)
January	1	1	2	8
February	4	2	5	4
March	4	6	9	3
April	3	4	5	2
May	2	6	9	6
June	4	1	1	6
July	1	7	2	6
August	3	3	3	6
September	5	2	6	3
YTD Totals	27	32	42	44



Mayor's Report
October 10, 2005

The Arts are Alive and Well in Gig Harbor

Each day more doors of opportunity are opening for citizen participation and appreciation in Gig Harbor.

The Salmon Enchanted Harbor Exhibits, along with the Summer Concert Series at Skansie Brothers Park and The Folk Festival at Wilkinson Farm, have awakened a community spirit.

Now is the time to recognize other opportunities for citizens to continue to share their musical talents. Music is the Universal Language as many say. World Cultural Interaction (WCI) in Gig Harbor teaches the importance of coordinating our learning of cultural diversity within our community and around the world.

Our urban forests also offer the opportunity for wildlife education while viewing creative art in carvings along the trails.

The Arts are alive and well in Gig Harbor. Your ideas are always welcome.



September 30, 2005

To All Music Lovers:

It is a pleasure to provide a letter of endorsement for the formation of the Gig Harbor Peninsula Symphony Orchestra. The City of Gig Harbor Arts Commission awarded a grant for a pilot orchestral performance in 2005. The Gig Harbor Peninsula Symphony Orchestra is organizing as a 501c(3) corporation. Guiding spirit of the effort, Maestro Louie Labayen, is currently recruiting musicians and volunteers and is soliciting funds for orchestra operations. These are exciting times for the arts on the Gig Harbor Peninsula.

I believe that over the last decade our local awareness of the arts has matured. A vast majority of people on the Peninsula expect the full range and availability of artistic expression and experience. This is evidenced by the successes of the Peninsula Youth Orchestra, the Peninsula Community Chorus, and the Gig Harbor Peninsula Civic Orchestra. In the near future, we will enjoy a Boys and Girls Club with adjacent senior services, a YMCA, a Gig Harbor History Museum, a hospital, improved medical and retail services, and a more frequent and available bus and town-around public transportation service. Our summer concerts and Folk Festival will return in 2006. ***As the Peninsula changes, the arts are alive in Gig Harbor!***

Let's support Maestro Labayen in his effort to develop a professional symphony orchestra, a source of community pride and unifying spirit. We share his vision to bring another orchestral organization to the Gig Harbor Peninsula.

Sincerely,

Mayor Gretchen Wilbert
City of Gig Harbor

Coming Soon:

The Gig Harbor Peninsula Symphony Orchestra!

A new orchestra for a growing, sophisticated community.

An inspiration for our community's musical life. Elevating our quality of life.

Showcasing the cultures of our diverse heritage. Bringing back new music from far reaches of the globe.

Featuring distinguished guest artists from here and around the world.



Maestro Louie Labayen conducting a youth symphony concert in May 2004. Photo by Rose Labayen.

Born and raised in the Philippines, Louie Labayen organized his first church choir when he was ten years old and made his conducting debut at sixteen. In his early twenties, he was co-founder and General Director of a performing arts organization encompassing instrumental and vocal music, drama, and dance. He earned his Master of Music degree in Orchestra Conducting and Literature from the University of Northern Colorado, undertook doctoral studies in conducting at the University of Missouri at Kansas City Conservatory of Music and master classes at the Rome Festival Orchestra Summer Institute in Italy. He has performed a number of large symphonic works with the Kansas City Symphony, appeared in public television and radio, and studied conducting with Leonard Slatkin, David Lockington, Fritz Maraffi and William McGlaughlin. An award-winning fine art and commercial photographer as well, he owns a full service photography business and is represented by Pro Art Source and The Preuit Collection.

Planned 2005-2006 Season Programs Include:

Program subject to change by contractual agreements.

Performances at Chapel Hill Presbyterian Church. Rehearsals at Harbor Ridge MS

Reagan Portrait with special appearance of Jim Coolican

The Messiah excerpts with the GHHS Meistersingers and PHS Concert Choir

Feast of Lights Hanukkah Suite - Choral Fantasy on Old Carols

Russian Easter Overture - New World Symphony or Brahms 2nd Symphony

Sibelius or Beethoven Violin Concerto with Sharyn Peterson violin soloist

Gig Harbor Peninsula Symphony Orchestra
GHPSO
Music – The Universal Language of the Soul

- Have you wished we had a symphony orchestra that your family can enjoy or perform with here in Gig Harbor?
- Do you wish to support worthy causes here in our own community?
- Do you wish to volunteer your time and effort for complimentary tickets to the concerts?
- Then this meeting is for YOU!

What: Organizational Meeting

Who: Musicians, sponsors, supporters, patrons, public

When: Tuesday, October 11, 2005 at 7pm

Where: Choir Room at Harbor Ridge Middle School
1-story building on the left
9010 Prentice Ave NW, Gig Harbor, WA 98332
up the hill from Anthony's Restaurant with a Harbor view
(Download map from <http://ghpsa.home.comcast.net>)

Why: Be a part of history in the making!
1. Presentation of the GHPSO vision.
2. Accept musician applications.
3. Solicit Sponsors and Supporters
4. Answer questions

How: With a grant from the Gig Harbor Arts Commission, commitments from Chapel Hill Presbyterian Church, the Peninsula School District, sponsorship from businesses and private individuals, we can start a group that can blossom into a symphony orchestra. Holiday Concert on December 9 & 10, 2005 at Chapel Hill Presbyterian Church with the GHHS Meistersingers, PHS Concert Choir and special appearance by PSD Superintendent Jim Coolican!

Website: <http://ghpsa.home.comcast.net> for more information
or call Louie Labayen at 253-225-3419.



October 3, 2005

Gig Harbor Fil-Am Association
c/o Louie L. Labayen
152 Madrona Drive NW
Gig Harbor, WA 98335

Dear Mr. Labayen:

It is with great pleasure that I support the Gig Harbor Filipino-American Association, and welcome you to join with the World Cultural Interaction (WCI) organization, which honors the cultural diversity within our Gig Harbor community.

Sincerely,

Gretchen A. Wilbert
Mayor



October 3, 2005

To All Music Lovers:

It is a pleasure to provide a letter of endorsement for the Gig Harbor Peninsula Civic Orchestra. The Gig Harbor Peninsula Civic Orchestra is organized as a 501c(3) corporation. Founders David Wheeler and Matthew Underwood provided an exciting first season for both audience and performers, and the Civic Orchestra is ready to keep the ball rolling. These are exciting times for the arts on the Gig Harbor Peninsula.

I believe that over the last decade our local awareness of the arts has matured. A vast majority of the people on the Peninsula expect the full range and availability of artistic expression and experience. This is evidenced by the successes of the Peninsula Youth Orchestra and the Peninsula Community Chorus. In the near future we will enjoy a Boys and Girls Club with adjacent senior services, a YMCA, a Gig Harbor History Museum, a hospital, improved medical and retail services, and a more frequent and available bus and town-around public transportation service. Our summer concerts and Folk Festival will return in 2006. **As the Peninsula changes, the arts are alive in Gig Harbor!**

Let's support the Gig Harbor Peninsula Civic Orchestra. They provide a source of pride and unifying spirit through music and fun.

Sincerely,

Mayor Gretchen Wilbert
City of Gig Harbor



TO: PENINSULA GATEWAY
FROM: MAYOR GRETCHEN WILBERT
DATE: September 12, 2005

Calling All Wood Carvers

Take a walk through our Urban Forest Parks and share with the City of Gig Harbor Arts Commission your opinion and interest in a wood carving of wildlife in the stumps of trees.

The city's urban forest arborists recently indicated a need to remove a tree in Grandview Forest Park. I requested they leave a 6-foot high stump. This is an invitation for wood carvers to give us their opinions and answer our many questions.

The Gig Harbor Arts Commission continues to seek ideas for public art within our parks. I will request that a member of our Community Development Department be available to walk Grandview Forest Park with members of the Arts Commission and wood carvers. A time will be arranged.

Members of the community may indicate their interest in our Urban Forest Parks by visiting the Gig Harbor Volunteer Center in the Bogue Building on Judson Street between the hours of 10:00am and 4:00 pm, Tuesday through Saturday, or call 253-857-2610 and leave a message indicating your interest.

The fall season is still a good time to walk our parks and trails. Please join us.

CC: Gig Harbor Arts Commission
John Vodopich, Community Development Director
Gig Harbor City Council
Friends of the Parks
Elaine Morales, Supervisor – Volunteer Center
Mark Hoppen, City Administrator