

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
January 23, 2006 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING: Request for Public Alley Vacation.

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 January 9, 2006.
2. Appointment of Mayor Pro Tem.
3. Lodging Tax Advisory Committee Appointment to Elected Official Position.
4. Pierce County Regional Council Appointment.
5. Official Newspaper Bid Award.
6. Olympic Drive/56th Street Roadway Improvement Project – Permanent Right-of-Way Easement and Temporary Slope Easement – John and Wan Park.
7. Olympic Drive/56th Street Roadway Improvement Project - Permanent Right-of-Way Easement and Consent to Right of Entry Easement – Regal Cinema.
8. ~~MultiCare Storm Water Agreement and Restrictive Covenant.~~
9. Liquor License Renewals and Change of Officers: El Pueblito Restaurant; Hunan Gardens.
10. Payment of Bills for January 23, 2006.
Checks #49239 through #49395 in the amount of \$911,463.80.

OLD BUSINESS:

1. Appointment to the Planning Commission.
2. Appointments to the Design Review Board.
3. Second Reading of Ordinance – Rainbow Burnham Annexation.
4. Second Reading of Ordinance – Relating to Extensions of Water and Sewer Service, Amending Gig Harbor Municipal Code Section 13.34.070.

NEW BUSINESS:

1. First Reading of Ordinance – Request for Public Alley Vacation.
2. First Reading of Ordinance – Stewart Rezone.
3. First Reading of Ordinance – Allowing Independent Living Facilities as a Conditional Use Permit.
4. First Reading of Ordinance – Clarifying the Requirements for Sewer Hook-ups.
5. Gig Harbor Historical Society Museum and Garage Re-roofing – Contract Authorization.
6. Proposed Annexation – Resource Properties (ANX 05-910).
7. First Reading of Ordinance – Standing and Special Council Committees.

STAFF REPORT:

1. Dick J. Bower, Building Official/Fire Marshal - NIMS Compliance Update.
2. Jennifer Sitts, Senior Planner – Planning Commission Work Program for the Critical Areas Ordinance Update.
3. David Rodenbach, Finance Director – 2005 4th Quarter Financial Report.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JANUARY 9, 2006

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Dick, Payne and Mayor Hunter. Councilmember Kadzik was absent.

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE

Mayor Hunter invited Chief Davis to come forward and recognize those persons in his team that received awards during the All-Hands Meeting of December 21st. Chief Davis introduced each person and gave a brief background of their service to the department. The following received awards: Officer Fred Douglas, Officer of the Year; Debra Yerry, Support Services Award; and Chris Langhelm, Reserve Officer of the Year.

Mayor Hunter announced that the Public Hearing for the Public Alley Vacation had been postponed until a later meeting.

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 December 12, 2005.
2. Correspondence / Proclamations: Letter from Councilmember Paul Kadzik.
3. Wastewater Treatment Plant Upgrades – Consultant Services Contract for Design Services.
4. Amendment to Utility Extension Capacity Agreement – Request for Additional Residential Service Connection – Canterwood Development Company.
5. Stormwater Facilities Maintenance Agreement and Restrictive Covenant – Puget Sound Energy Liquid Natural Gas Facility.
6. Lobbyist Contract.
7. Liquor License Renewals: Cigar Land; Gig Harbor Chevron, Gourmet Essentials, Harbor Arco AM/PM Minimart, and Harbor Inn Restaurant.
8. Payment of Bills for December 27, 2005.
Checks #48980 through #49127 in the amount of \$405,720.03.
9. Payment of Bills for January 9, 2006.
Checks #49128 through #49238 in the amount of \$592,871.07.
10. Approval of payroll for the month of December.
Checks #4066 through #4104 and direct deposit entries in the amount of \$258,135.76.
Note: Payroll check #4103 replaces lost payroll check #3754 dated May 2, 2005 and payroll check #4104 replaces lost payroll check #3759 dated May 2, 2005.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg / Young – unanimously approved.

OLD BUSINESS:

1. Appointment to the Planning Commission. Mayor Hunter explained that to be fair to the eight applicants, he would like to form a committee made up of the Planning Commission Chair or designee; the Design Review Board Chair or designee; one Councilmember and himself to interview them and to make a recommendation for appointment. He added that this would remove the political aspect of choosing someone that is known and to take a chance on other folks that are interested. He asked Council for a motion to this effect.

Councilmember Franich agreed that the past practice may not have been the best to get to know the full qualifications of an applicant. He said that he isn't sold on the idea of an interview committee that doesn't include all Councilmembers, as they are the ones voting on the appointments.

Councilmember Young said that he planned to propose a formal committee structure and one idea that other cities use is an appointments committee. He said that because the Mayor appoints the Planning Commission members, he supports the Mayor's recommendation for this interview committee. For the other boards, it would be better to have more Councilmembers involved, but not necessarily all seven.

MOTION: Move to postpone the appointment to the Planning Commission to allow a more in depth study of the candidates by a committee recommended by the Mayor.
Ekberg / Young – unanimously approved.

2. Appointments to the Design Review Board.

Councilmember Young said that he would prefer to postpone these appointments until the next meeting, which would allow the return of Paul Kadzik, and to form a Council Committee of three members and the Mayor to do the interviews.

MOTION: Move to postpone the appointments to the Design Review Board until at least the next meeting and to form a Council Committee of three Councilmembers and the Mayor to do an interview.
Young / Ekberg -

Mayor Hunter requested that someone from each of the boards be included as their input is necessary.

Councilmember Franich said that in the future, he would like to see more delineation of which position each member of the DRB fulfills. Mark Hoppen said that he would provide that.

AMENDMENT TO MOTION: Move to add a member of the Design Review Board to the committee to interview the DRB applicant.
Ekberg / Young – unanimously approved.

Amended Motion: Move to postpone the appointments to the Design Review Board until at least the next meeting to allow for the return of Paul Kadzik and to form a Council Committee of three Councilmembers, a member of the Design Review Board and the Mayor to do an interview.
Young / Ekberg – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance – Request for Public Alley Vacation. Mayor Hunter asked for a motion to table this until the next meeting.

MOTION: Move to table item number one under new business to the next meeting.
Franich / Young – unanimously approved.

2. First Reading of Ordinance – Rainbow Burnham Annexation. John Vodopich, Community Development Director, presented information on the proposed annexation of approximately 34 acres west of Burnham Drive and north of 96th Street. This will return for a second reading at the next meeting.

Councilmember Franich asked for clarification on any Latecomer's Agreements in this area. Mr. Vodopich explained that these parcels would not be exempt from existing agreements.

Councilmember Young asked if the city could initiate annexation of the remaining area of unincorporated Pierce County left by this annexation. Carol Morris, City Attorney, explained that she would look it up and respond later in the meeting.

3. First Reading of Ordinance – Relating to Extensions of Water and Sewer Service, Amending Gig Harbor Municipal Code Section 13.34.070. Mayor Hunter recused himself from the proceedings due to a possible conflict of interest concern. Mayor Pro Tem, Steve Ekberg, asked John Vodopich to present the background information.

Mr. Vodopich explained that this issue came forward when an outside utility extension for water had been requested for property inside the city's water service area, but outside the urban growth boundary. The City Attorney suggested amendments to the code to reflect current state law. The proposed ordinance would allow for municipal or quasi-municipal organizations to get sewer and/or water outside city limits and private individuals to only obtain water service outside city limits.

Councilmember Franich commented that he feels more comfortable with this proposal, explaining that his past concerns were with the possible urban density that could occur as a result of extending water service. He added that he is concerned that this might set a precedent for extending water service to other areas.

There were no further comments, and Mayor Pro Tem Ekberg said that this will be back for a second reading at the next meeting.

Carol Morris presented the answer to Councilmember Young's question regarding annexation. She said that there is a provision in state law to allow annexation of an unincorporated island of territory through a procedure that allows the Council to adopt a resolution; hold a public hearing to allow the people who live there to comment; and then you adopt the annexation ordinance. It is subject to referendum within 45 days of passage.

Councilmember Young commented that the area is vacant land or business, and asked how the referendum process applies. Ms. Morris offered to discuss this with him before the next meeting.

4. Eddon Boat Historic Nomination as a Historic Structure. Kristin Moerler, Associate Planner, explained that the city received a nomination for the Eddon Boatyard for the first addition to the city's historic register. Because historic preservation is voluntary, property owner consent is required. This action would authorize the city to proceed with the nomination process.

MOTION: Move to start the process to nominate the Eddon Boatyard as an historic structure.
Franich / Payne –

AMENDMENT: Move to add the Skansie House and structures at the Wilkinson Farm to the process.
Young /

Ms. Moerler explained that this nomination was submitted by a member of the public and is ready to go to the board. She suggested that Council could direct staff to prepare nominations for the other properties at a later date.

Councilmember Young withdrew his amendment to the motion.

MOTION: Move to start the process to nominate the Eddon Boatyard as an historic structure.
Franich / Payne – unanimously approved.

MOTION: Move to direct staff to bring back for consideration any other appropriate structures located on city property.
Young / Ekberg – unanimously approved.

PUBLIC COMMENT:

Margery Goff – 3415 109th St. Ct. NW. Ms. Goff explained that she and her husband live in the neighborhood at the end of Harbor Glen, where the new roundabout is being constructed. She said that it appears that there are no ramps or crosswalks on Peacock Hill. She said that her husband is in a power chair and will be trapped in the neighborhood without those features unless he travels by car. She said that she had called a spoken to “Jeff” who told her that no crosswalk or ramp is planned across Peacock.

John Vodopich said that construction is not completed and he will check into it and will call her with the information.

Rosanne Sachson – PO Box 71. Ms. Sachson said that the reason that the house at Eddon Boat is not being nominated for the historic registry is because the citizens don't know how it is going to be used, but they don't know how the Boatyard is being used either. She said that the city promised the public that they would be involved in making these decisions; and not left up to just a small group, which is what seems to be happening. She said that the charrette has been tabled, but a promise had been made to the citizens that there would be a forum for their voice. This needs to be addressed quickly and no decisions should be made by a small group.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said that there was more than a small group wanting the Eddon Boatyard to be retained in its present form. The voters were the group that put their money out to keep it as it is and it is the city's intent, as well as those who were heavily involved, to retain the boatyard. The house was never mentioned because it was built by Mr. Hoppen many years later. The boatyard goes way back and is historical. He repeated that it isn't a small group making this decision.

STAFF REPORT:

1. GHPD December Statistics. Chief Davis addressed the transition to a retro look, black and white configuration for the patrol cars. He explained that the request had come up through the ranks as one other way to celebrate the city's 60 year anniversary of incorporation. He said that in the last ten years, many municipalities have been transitioning to this more traditional color. The officers see it as a morale booster and the paint job makes the police vehicles more visible, which may help to deter criminal activity. Chief Davis answered questions regarding cost explaining that it would add \$500 to the factory price for the new cars, and to repaint the three existing would cost around \$1000 each.

Councilmember Franich commented that he sees the paint job as intimidating and aggressive. He said that he likes the current color scheme and saw no compelling reason to spend the money.

Councilmember Ekberg requested that this come back as an agenda item. Chief Davis said that he did not want to create the image that the officers are not approachable. He

said that the problem is that he needs to get the two new cars ordered and asked for direction. He said that he was asking for his staff members, and that he was willing to accept any recommendation that comes forward.

Councilmember Payne asked how many others are going to this color scheme. Chief Davis responded that Puyallup is considering it, Fife has already transitioned. Several agencies across the United States have done it. Councilmember Payne said that he doesn't see the black and white scheme as intimidating.

Councilmember Ekberg commented that he doesn't like last minute decision-making. He recommended that the Chief proceed with ordering the two new vehicles in the new black and white color scheme, but leave the others alone. This will allow the department to gauge the community reaction.

Councilmember Payne agreed, and asked if any discussion had been held among staff about the intimidation factor. Chief Davis said that he is convinced that it's the quality of staff that you hire that dictates the impression in the community. He continued to explain that that the perspective is that the black and white "retro look" is going back to the days when everyone knew the police officers and they had time to hang out with the kids and had safety patrol in the schools. Police work is paramilitary and based upon morale and the badge, uniform and vehicle mean a great deal to the staff and they take pride in the look.

Councilmember Young said that he is okay with the change. He said that this is well within the limits of an administrative decision, and thanked Chief Davis for bringing this to Council for a consideration. He added that he did not think the paint job is intimidating and said that he is pleased that this came up through the ranks. He encouraged them to think of other ideas that don't have an associated cost.

Councilmember Ekberg asked if there was consensus that Chief Davis go ahead with ordering the two new police vehicles in the black and white scheme. No formal vote was taken but it appeared to have consensus.

Councilmember Ekberg then addressed the yearly Council Retreat. He recommended that it be held earlier in the year to take a look at longer range issues. Molly Towslee, City Clerk, was directed to schedule a date in February.

Councilmember Payne announced that Chapel Hill Presbyterian Church has added a program to meet the needs of the youth in the community. He said that the Friday night program called "CHILL" which allows a place for junior high and senior high kids to come. This last week 480 students participated. This growing trend is something to keep in mind when thinking of community efforts and events that involve the kids.

Mayor Hunter commented on how happy he is to be doing this job. He said that he will do his best and work as hard as he can to achieve the goals that we all want. He said that although they may not always be in agreement, he will work with Council. He

announced that his office hours are 9-4, Monday through Thursday. He added that he is getting to know staff and everyone has been very accommodating. He said that he thinks there are a lot of good people and this is a “big ship” that will turn slowly towards the good of the community. He shared a few of his visions: to see the hospital become a reality; to make sure that staff understands keeping the character of Gig Harbor and to honor the fishing heritage; build the Eddon Boat Park; and to overcome the traffic issues. Mayor Hunter added that he drove up Point Fosdick from 36th the other morning and experienced the gridlock first hand. He said that he is in discussion with the state and would like to see the Wollochet and Burnham Interchanges improved.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Worksession with DEA and HDR - Friday, January 13th, to work on road issues.
2. GHN Traffic Options Committee – Jan. 18th at 9:30 a.m. Gig Harbor Civic Center.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b).

MOTION: Move to adjourn to executive session at 8:02 p.m. for approximately 45 minutes to discuss property acquisition per RCW 42.30.110(1)(b).
Ekberg / Franich – unanimously approved.

MOTION: Move to return to regular session at 8:33 p.m.
Franich / Ekberg – unanimously approved.

MOTION: Move to direct staff to continue with closing on purchase of the Westside Park property per conditions.
Young / Ekberg – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:38 p.m.
Franich / Ekberg – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1 – 21.

Charles L. Hunter, Mayor

Molly M. Towslee, City Clerk



ADMINISTRATION

TO: CITY COUNCIL
FROM: MAYOR CHUCK HUNTER
SUBJECT: MAYOR PRO TEM FOR 2006
DATE: JANUARY 23, 2005

INFORMATION/BACKGROUND

At the second regular meeting in January of each year, the GHMC calls upon the members of the City Council to elect a mayor pro tempore, who in case of the absence of the Mayor, performs the duties of Mayor.

I would like to thank Councilmember Steve Ekberg for serving as Mayor Pro Tem during 2005, and ask that he be elected to Mayor Pro Tem again for this upcoming year.

RECOMMENDATION

A motion to approve the election of Steve Ekberg to Mayor Pro Tempo rare for the year 2006.



ADMINISTRATION

TO: CITY COUNCIL
FROM: MAYOR CHUCK HUNTER
DATE: JANUARY 23, 2006
SUBJECT: RE-APPOINTMENT TO THE LODGING TAX ADVISORY COMMITTEE

INFORMATION/BACKGROUND

The membership of the lodging Tax Advisory Committee shall consist of nine members, appointed by the City Council. One member shall be an elected official of the City who shall serve as chair. The resolution calls for the City Council to review the membership on an annual basis and make changes as appropriate.

Councilmember Derek Young has offered to continue to serve as the elected official.

RECOMMENDATION

A motion for the re-appointment of Derek Young as the elected official on the Lodging Tax Advisory Committee for 2006.



ADMINISTRATION

TO: CITY COUNCIL
FROM: MAYOR CHUCK HUNTER
DATE: JANUARY 23, 2006
SUBJECT: PIERCE COUNTY REGIONAL COUNCIL

INFORMATION/BACKGROUND

Each year the Pierce County Regional Council (PCRC) asks the city to appoint a representative to attend meetings. In the past, Councilmember Derek Young has acted in this capacity and has offered to continue to serve as the city's representative.

RECOMMENDATION

A motion for the re-appointment of Derek Young to represent the city at the Pierce County Regional Council meetings in 2006.



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: NEWSPAPER BID
DATE: JANUARY 23, 2006

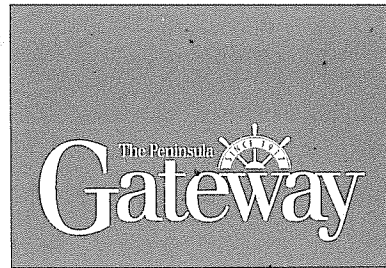
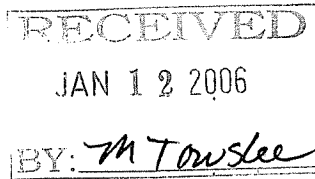
INFORMATION/BACKGROUND

In accordance with Gig Harbor Municipal Code, Chapter 1.20, the City shall solicit bids for the City's "official newspaper."

We have received two bids; one from The Peninsula Gateway, and one from The News Tribune.

RECOMMENDATION

Staff recommends a motion to award official newspaper status to the Peninsula Gateway for the year 2006.



January 11, 2006

Mark Hoppen
City Administrator
3510 Grandview St.
Gig Harbor, WA 98335
RE: BID-OFFICIAL NEWSPAPER

The Nation's Number One
Community Newspaper.

Dear Mr. Hoppen:

Thank you for the opportunity to bid on the designation as "Official Newspaper" for the City of Gig Harbor. This letter is our formal bid for the city's legal advertising.

The Peninsula Gateway is a newspaper of general circulation in the City of Gig Harbor. Over 11,800 households purchase The Peninsula Gateway each week through home delivery and newsstand outlets in the Gig Harbor/Peninsula area (25% through single copy locations). We publish 1 time each week on Wednesday, 52 weeks per year.

The Peninsula Gateway is a business located in the city limits of Gig Harbor. We employ more than 40 full and part-time employees, and through our commercial web press printing division bring in more than \$2.1 million out-of-town dollars into our community each year.

For the 2006 calendar year, we are proposing a rate of .665 cents per agate line or \$9.31 per column inch, a 5.55% increase over 2005

Type size: 6 point
Column width: 11 picas

Advertising Representative for Legal Advertising:
Donna Natucci,
Phone: 253-853-9222
Fax: 253-851-3939
Email: donna.natucci@mail.tribnet.com

The Peninsula Gateway's Legal advertising rate offered to the City of Gig Harbor is effective December 28, 2005 through December 27, 2006.

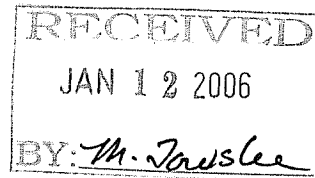
We look forward to our continued good relationship with the City of Gig harbor.

Michael S. Leonard
Advertising Director
(253) 853-9241

THE NEWS TRIBUNE

January 11, 2006

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



RE: BID – OFFICIAL NEWSPAPER

To the City Council:

The News Tribune is a major newspaper in the Peninsula area, publishing 7 days a week, 365 days a year, with a general circulation of 111,408 daily, 115,557 Sunday.

Circulation in the City of Gig Harbor: **9,904 Daily 10,133 Sunday**

Type size: 7 point
Column width: 6 picas 6 points
* NOTE: Legal notices publish in a 2-column wide format

Advertising Representatives for legal advertising:

Ellen Orr Chelsia Berry Laura Bastin
Phone: 253-597-8605 FAX: 253-597-8473 E-mail: legals@thenewstribune.com

The News Tribune's legal advertising rate offered to the City of Gig Harbor, effective through Dec. 31, 2006, is:

Daily: **\$2.43 per line, per column, per day – print**
 \$.0.17 per line, per column, per day – online at TheNewsTribune.com
Sat./Sun: **\$2.87 per line, per column, per day – print**
 \$.0.20 per line, per column, per day – online at TheNewsTribune.com

Affidavits are sent by request with a fee of \$9.00 per ad for any number of affidavits; tearsheets are sent by request at no charge.

Thank you for your consideration of this bid.

A handwritten signature in cursive script, appearing to read "Lester Havard".

Lester Havard,
Call Center Sales Manager
The News Tribune, Tacoma, WA
(253) 597-8619

THE NEWS TRIBUNE

Ellen M. Orr
The News Tribune Legal Advertising Representative
Chelsia Berry
The News Tribune Legal Advertising Representative
Laura Bastin
The News Tribune Legal Advertising Representative
Phone: (253) 597-8605
FAX: (253) 597-8473
EMAIL: legals@thenewstribune.com



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E.
CITY ENGINEER
SUBJ: OLYMPIC DRIVE AND 56TH STREET ROADWAY IMPROVEMENT
PROJECT (CSP-0133) - PERMANENT RIGHT-OF-WAY EASEMENT
AGREEMENT AND TEMPORARY SLOPE EASEMENT FOR JOHN M.
AND WAN C. PARK
DATE: JANUARY 23, 2006

INTRODUCTION/BACKGROUND

As part of the ongoing process for the City's Olympic Drive and 56th Street Roadway Improvement Project (CSP-0133), agreements for a Permanent Right-of-Way and Temporary Slope Easement(s) are required from Parcel No. 0221177048, owned by John M. Park and Wan C. Park and commonly know as the ARCO AM/PM located at 5119 Olympic Dr. NW. In order for the City to have access and the ability to construct this project, the subject easements have been granted by the owners for these purposes. The Permanent Right-of-Way Easement shall be 358 square feet. The easements shall commence on the date of execution of the Agreements. The Temporary Slope Easement shall terminate on the date the roadway improvements are accepted by the City Council (see attached exhibits).

The City's standard easement agreements have been drafted and approved by City Attorney Carol Morris.

City Council approval of the easement agreements are requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that City Council approve these easement agreements as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: Community Development Department
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Agreement for Dedication of Permanent Right-of-Way Easement

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

Park, John M. and Park, Wan C.

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

City of Gig Harbor

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

Lot 1, Short Plat no. 9809095002

Assessor's Property Tax Parcel or Account Number: 0221177048

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

**AGREEMENT FOR DEDICATION OF
PERMANENT RIGHT OF WAY EASEMENT
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this _____ day of ~~November, 2005~~ ^{January, 2006}, by and between the City of Gig Harbor (hereinafter the "City"), and JOHN M. PARK AND WAN C. PARK, husband and wife (hereinafter the "Owners"), whose mailing address is 12422 58TH AVE NW, GIG HARBOR WA 98332-8124.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the ARCO AM/PM, 5119 OLYMPIC DRIVE NW, GIG HARBOR, WA, (Tax Parcel Number 0221177048) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate certain right-of-way on, over, under and across the Property, which right-of-way is legally described in **Exhibit "B"** (the "PERMANENT RIGHT OF WAY EASEMENT") which is attached hereto and by this reference incorporated herein, to the City for a roadway and related improvements; and

WHEREAS, a map showing the location of the Permanent Right-of-Way Easement is attached hereto as **Exhibit "C"** and by this reference incorporated herein; and

WHEREAS, in exchange for the Owners' dedication of the Right-of-Way, the Owners will obtain the benefits of the operation of the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project (CSP -0133); and

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

TERMS

Section 1. Grant of Right-of-Way to the City.

A. Grant of Permanent Right of Way Easement. The Owners hereby convey and grant to the City, its successors and assigns, a permanent, nonexclusive right-of-way easement over, in, along, across, under and upon the ~~North ten (10) feet~~ ^{Southeast five (5) feet} and corner radius of the Owners' property as the easement is legally described in **Exhibit "B"** and as depicted in a map attached hereto and incorporated herein as **Exhibit "C"**. *W.C.P.*
w.p.

The Grantees of the Permanent Right-of-Way Easement shall also dedicate to the City, the nonexclusive right of ingress to and egress from the Right-of-Way Easement over the Owners' property, and for the reconstruction, operation, repair and maintenance of same. This Permanent Right-of-Way Easement shall commence on the date of execution of this Agreement.

B. **Conditions.** This Permanent Right-of-Way Easement is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the roadway improvements.

2. The Owners shall not retain the right to use the surface or the area beneath the easement, and shall not use any portion of the right-of-way for any purpose inconsistent with use of the property as a public roadway. The Owners shall not construct any structures or plant any landscaping on or over the easement.

3. The City shall have all necessary access to the easement without prior notification to the Owners.

Section 2. The perpetual rights granted herein to the City shall continue in force until such time as the City, its successors or assigns, shall permanently abandon the same, and upon such removal or abandonment, all rights hereby granted shall terminate.

Section 3. This Agreement shall be recorded in the office of the Pierce County Auditor and shall run with the Properties. The burdens and benefits of the easements granted under this Agreement shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors assigns and beneficiaries.

Section 4. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.


Section 5. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Easement Agreement, which contains the entire understanding of the parties on the subject, *except for the explanation letter from Willy Hendrickson to Richard Gross dated 7/25/05.*


Section 6. Any invalidity, in whole or in part, of any provision of this agreement shall not affect the validity of any other provision.

Section 7. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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

OWNERS

By: 
John M. Park

By: 
Wan C. Park

ACCEPTANCE:

CITY OF GIG HARBOR

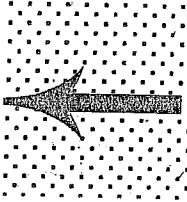
By: _____
Its Mayor

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

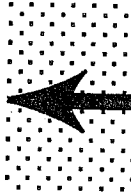
I certify that I know or have satisfactory evidence that Charles L. Hunter ~~Gretchen Wilbert~~ is the person who appeared before me, and said person acknowledged that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,
residing at: _____

My appointment expires: _____



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that John M. Park and Wan C. Park are the persons who appeared before me, and said persons acknowledged that they were authorized to execute the instrument and acknowledged it as their free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: Nov. 28
May, 2005

Richard A. Gross
(Signature)

Richard A. Gross
NOTARY PUBLIC, State of Washington,
residing at: Seattle

My appointment expires: 7/28/06

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOT(S) 1, AS SHOWN ON SHORT PLAT NO. 9809095002, FILED WITH PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON.

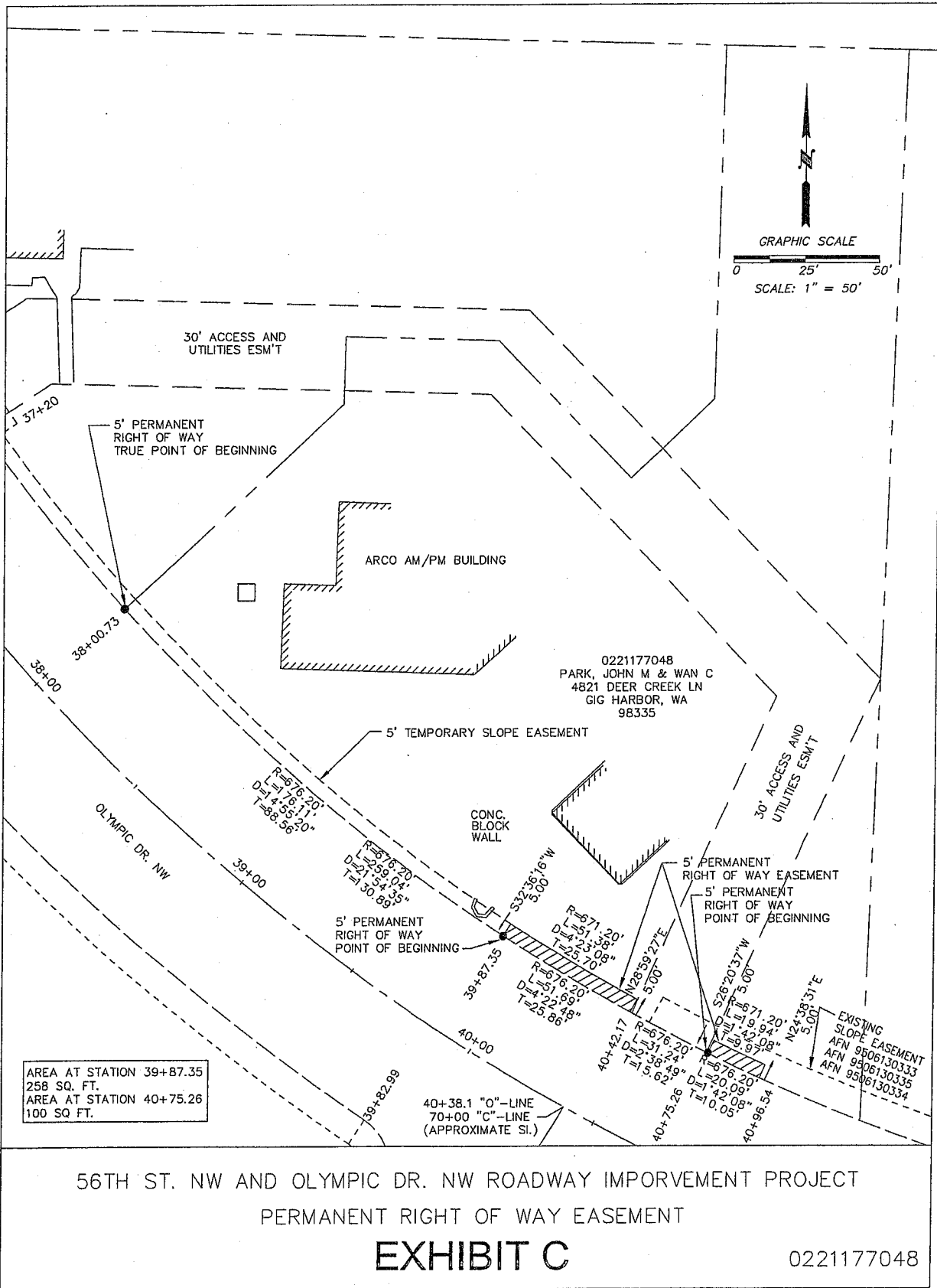
EXHIBIT B

PERMANENT RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221177048 THAT ABUTTS THE RIGHT OF WAY OF OLYMPIC DRIVE NW AND DESIGNATED AS "5' PERMANENT RIGHT OF WAY EASEMENT", WHOSE NORTH WEST PROPERTY CORNER ALONG OLYMPIC DRIVE NW BEING THE "PERMANENT RIGHT OF WAY EASEMENT TRUE POINT OF BEGINNING", THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 176.11' AND WHOSE ANGLE IS 14°55'20" AND WHOSE TANGENT IS 88.56' TO A POINT DESIGNATED AS A "5' PERMANENT RIGHT OF WAY POINT OF BEGINNING", THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 51.69' AND WHOSE ANGLE IS 4°22'48" AND WHOSE TANGENT IS 25.86', THENCE N28°59'27" A DISTANCE OF 5.00', THENCE ALONG A CURVE WHOSE RADIUS IS 671.20' AND WHOSE LENGTH IS 51.38' AND WHOSE ANGLE IS 4°23'08" AND WHOSE TANGENT IS 25.70', THENCE S32°36'16"W A DISTANCE OF 5.00' AND RETURNING TO THE "5' PERMANENT RIGHT OF WAY POINT OF BEGINNING".

AND

A PORTION OF PARCEL NO. 0221177048 THAT ABUTTS THE RIGHT OF WAY OF OLYMPIC DRIVE NW AND DESIGNATED AS "5' PERMANENT RIGHT OF WAY EASEMENT", WHOSE NORTH WEST PROPERTY CORNER ALONG OLYMPIC DRIVE NW BEING THE "5' PERMANENT RIGHT OF WAY TRUE POINT OF BEGINNING" AT STATION 38+00.73, THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 259.04' AND WHOSE ANGLE IS 21°54'35" AND WHOSE TANGENT IS 130.89' TO A POINT DESIGNATED AS A "5' PERMANENT RIGHT OF WAY POINT OF BEGINNING" AT STATION 40+75.26, THENCE ALONG A CURVE WHOSE RADIUS IS 676.20' AND WHOSE LENGTH IS 20.09' AND WHOSE ANGLE IS 1°42'08" AND WHOSE TANGENT IS 10.05', THENCE N24°38'31"E A DISTANCE OF 5.00', THENCE ALONG A CURVE WHOSE RADIUS IS 671.20' AND WHOSE LENGTH IS 19.94' AND WHOSE ANGLE IS 1°42'08" AND WHOSE TANGENT IS 9.97', THENCE S26°20'37"W A DISTANCE OF 5.00' AND RETURNING TO THE "5' PERMANENT RIGHT OF WAY POINT OF BEGINNING" AT STATION 40+75.26.



July 25, 2005

Richard A. Gross, P.S.
Attorney at Law
720 Prospect Street
Port Orchard, WA 98366

Re: Temporary and Permanent Easements Agreements for the ARCO AM/PM Station owned by John Park – Parcel No. 0221177048

Dear Mr. Gross:

Your letter to Jackie Mills was forwarded to the City staff for a response. I apologize for the delay. Please contact the undersigned directly in the future to ensure a timely response.¹

First, I want to be sure that you understand exactly what it is that the City has requested. The City is not asking Mr. Park to convey any property. The City is asking for a temporary slope easement and a very small permanent easement (of a 5-foot strip of property). An easement does not convey property ownership, it grants a right to use the property.

Your letter expressed concern that Mr. Park was being asked to convey these easements without consideration. The City is constructing a street improvement project which involves installation of a curb, gutter and sidewalk along the abutting edge of the existing right-of-way of Mr. Park's property. Pursuant to RCW 35.68.010, the City of Gig Harbor has the ability to construct such improvements, and may decide to assess all or any portion of these costs against Mr. Park. As you know from talking to Ms. Mills, the City is not asking that the property owners pay the costs associated with these improvements and others have been more than willing to convey easements to the City for this purpose. We are enclosing a copy of several easements that have been granted to the City by other property owners. If you would like more information about this, or if you would like to make a formal public disclosure request for additional information, please let me know.

You asked about Mr. Park's development applications for the property. It appears that Mr. Park submitted a design review application about two years ago for one category of design review to the City. He received a preliminary recommendation of approval from the Design Review Board under the site plan category, with conditions. No site plan application was submitted at that time.

¹ I asked the City Attorney for assistance in drafting this letter. You may also call her if you have additional questions (Carol Morris, 360-830-0328).

Mr. Richard Gross

July 25, 2005

Page 2

On June 1, 2005, Mr. Park submitted a site plan application and design review application (for additional categories of review) to the City. This application was determined incomplete on June 29, 2005. A letter was sent to Mr. Park's representative (Jack Frost Co.), informing him that the application was incomplete, and describing what was needed to make the application complete. A copy of this letter is enclosed.

If Mr. Park would like to have the City evaluate his site plan in conjunction with the proposed street improvement project, he should submit the necessary materials to make the application complete, and contact Kristin Udem, Associate Planner, at 851-6170. The City cannot provide you with a definitive answer regarding the site plan unless it is complete.

Temporary Slope Easement Agreement

1. You asked for an explanation of the term "slope easement." There are many cases on the subject, and we encourage you to do a search on your legal research service of all slope easement cases. Enclosed is an unpublished opinion involving a slope easement to give you some background information.

A curb, gutter and sidewalk will be constructed along the abutting edge of the existing right of way of the subject parcel and it will be necessary to taper an area of the private property behind this sidewalk to match the new sidewalk grade (See Figure 2-10). This new taper was designed to become a planter strip. The Temporary Slope Easement grants permission for the Contractor to construct this planter strip on behalf of the City. Upon completion of the project, the Temporary Easement terminates.

2. The term "as nearly as practical" is an appropriate term in a major construction project. Restoring to "the same" condition in some if not all cases may not be practical or even possible. In Mr. Park's case, the addition of a planter strip on his property is an altered enhancement of the existing conditions, but the City is not asking for reimbursement from Mr. Park.

3. The City Council awards the contract for a construction project with a deadline for completion of the improvements. There will be no open end or indefinite terms for the proposed improvement project. Once all the contract items are completed, the final release of the contract must be approved by the City Council. All temporary easements will terminate at that time.

It is not possible to set a final termination date in this Easement Agreement. The construction contract has not yet been awarded, but may begin as early as next year. The City will not agree to a deadline with a penalty clause favoring Mr. Park. If Mr. Park would like to obtain a status report regarding the project, he can call Steve Misiurak, City Engineer, at 851-6170 during normal work hours.

Mr. Richard Gross

July 25, 2005

Page 3

4. You state that you do not understand the following language of the easement: "the owners shall not retain the right to use the surface or the area beneath the roadway, once it is constructed." This sentence does not need to be included in the Temporary Easement, and can be deleted. However, it is applicable to the Permanent Easement.

Keep in mind that cities do not normally own streets in fee simple, but acquire easements for street purposes. *Burmeister v. Howard*, 1 Wash. Terr. 207, 211-12 (1867); *Michelson Bros. v. Baderman*, 4 Wash. App. 625, 630, 483 P.2d 859 (1971). That phrase was intended to inform the property owner that once the City acquires an permanent easement for street purposes, the property owner may no longer make any private use of the permanent easement. Of course, the property owner will be able to use the roadway in the same manner as any other member of the public.

5. The construction contract will cover these concerns not only for the ARCO Station but all the commercial businesses affected by this improvement project. Again, we ask you to keep in mind that the City is constructing this improvement at the City's cost, and Mr. Park would likely suffer much more inconvenience if the City required Mr. Park to make the necessary improvements at his cost, before a date selected by the City.

6. The contact person during construction will be the City's Construction Inspector, George Flannigan, whose phone number is 851-6170 during regular business hours.

Permanent Right-of-Way Easement Agreement

1. The Permanent Right of Way Easement is necessary for the placement of new traffic light signals at the intersection of Olympic Drive NW and 50th Ave. Ct. NW. Signal wiring conduit will also be buried underneath this easement and will be permanently maintained by the City. See sheet No. 89 (SIG-3).

2. This will be changed to say the 'Southeast five (5) feet'. Thank you for bringing that error to our attention.

3. Please review the response to this as stated in No. 5 of the Temporary Slope Easement Agreement comments.

4. The granting of the five foot permanent right of way easement will mean that the City can occupy and use this five foot strip for street purposes (as described in the document and herein). Nothing in this permanent easement allows the City to enter any other property owned by Mr. Park, therefore, there is no need for the language you suggest.

Mr. Richard Gross
July 25, 2005
Page 4

5. The City's streets and rights-of-way are maintained by the City according to an established schedule, according to applicable law. The City cannot add language to this Agreement that will increase the City's burden to maintain this 5 foot strip of property, or to differently maintain it (as compared to all other rights-of-way in the City). The City has included the proposed uses of the property in the permanent easement, and agrees not to use the property for any other use.

There is no need for the City to include a hold harmless provision in the easement. Please review all Washington cases on similar situations. We know of no cases in which a property owner has incurred any liability as a result of his decision to grant a five foot permanent easement to a city or county for street purposes. If you are able to find a case demonstrating that any property owner has incurred any such liability, we would be happy to discuss this with you further.

6. Please review the response to this as stated in No. 5 of the Temporary Slope Easement Agreement comments.

7. The construction plans do not show any alterations to the existing access easement. Please see the attached plan sheets No. 34 (PP-7) and No 35 (PP-8) for clarification of your concerns. Before we consider adding additional language to our form easement, please review the documents and assure yourselves that the City's construction will not affect the existing access.

8. The City acquires an easement in the area, not fee ownership. When a street is abandoned, the street vacation procedure is used. (*See*, chapter 35.79 RCW.) There is no requirement in state law for the City to ensure that the surface and subsurface easement soil is "environmentally clean" upon vacation or abandonment. Furthermore, even if the City were to consider the addition of such language in the easement, it could only be done if your client commissioned and obtained the necessary environmental analyses of the property at this point in time to ensure that the property was "environmentally clean" at the time the easement was granted.

9. The contact person during construction will be the City's Construction Inspector, whose name is George Flannigan, and phone number is 851-6170.

10. The plans do not call for any relocation of Mr. Park's business sign. In the event this does happen it would become part of the construction project and a new location would have to be agreed upon between the City and Mr. Park. The City's sign code regulations would have to be followed.

Mr. Richard Gross
July 25, 2005
Page 5

Please keep in mind that if Mr. Park has submitted an application to the City, he should review RCW 35.21.880 to see whether he can obtain any credit for his right-of-way donation. If you have any other questions, please let me know. Thank you.

Very truly yours,

Willy Hendrickson
Engineering Technician

**AGREEMENT FOR DEDICATION OF
TEMPORARY SLOPE EASEMENT
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this January 2006 day of ~~November, 2005~~, by and between the City of Gig Harbor (hereinafter the "City"), and JOHN M. PARK AND WAN C. PARK, husband and wife (hereinafter the "Owners"), whose mailing address is 12422 - 58TH AVE NW, GIG HARBOR WA 98332-8124.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the ARCO AM/PM, 5119 OLYMPIC DRIVE NW, GIG HARBOR, WA, (Tax Parcel Number 0221177048) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate a Temporary Slope Easement, which easement is legally described in **Exhibit "B"** (the "Temporary Slope Easement") which is attached hereto and by this reference incorporated herein, to the City for construction purposes associated with the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project (CSP-0133); and

WHEREAS, the City requires a Temporary Slope Easement over the property to tie into the roadway any improvements requiring a permanent slope associated with construction of the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project (CSP -0133); and

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

TERMS

Section 1. Grant of Temporary Slope Easement to the City.

A. Grant.

1. TEMPORARY SLOPE EASEMENT. The Owners hereby grant a nonexclusive Temporary Slope Easement for the City to tie into the permanent Roadway any improvements requiring a permanent slope for the purpose necessarily and reasonably related to the construction of the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project across, along, in, upon, under and over the Owners' property as the easement is described in **Exhibit "B"** and as depicted in a map attached hereto and incorporated herein as **Exhibit "C"**.

The City shall, upon completion of any work within the Property covered by this Easement, restore the surface of the Easement and any private improvements disturbed or destroyed by the City during execution of the work, as nearly as practicable to the conditions described in the roadway improvement project's plans and specifications. This Temporary Slope Easement shall commence on the date of the City Council award of the Construction Project, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. Conditions. The Temporary Slope Easement described above is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the roadway improvements.

2. The Owners shall not retain the right to use the surface or the area beneath the Roadway, once it is constructed. The Owners shall not use any portion of the areas within the temporary easement for any purpose inconsistent with the City's construction of the Roadway, during the term of this Agreement. The Owners shall not construct any structures or plant any landscaping on or over the temporary easement during the term of this Agreement.

3. The City shall have all necessary access to the Temporary Slope Easement without prior notification to the Owners.

Section 2. The rights granted herein to the City shall continue in force until such time as the City Council accepts the roadway improvements for public ownership and maintenance.

Section 3. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

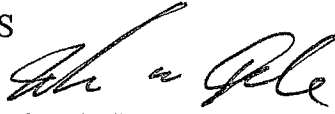
Section 4. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Agreement, which contains the entire understanding of the parties on the subject.


Section 5. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision.

Section 6. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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

OWNERS

By: 
John M. Park

By: 
Wan C. Park

ACCEPTANCE:

CITY OF GIG HARBOR

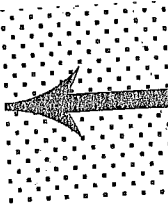
By: _____
Its Mayor

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

Charles L. Hunter

I certify that I know or have satisfactory evidence that ~~Gretchen Wilbert~~ is the person who appeared before me, and said person acknowledged that ~~she~~ was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

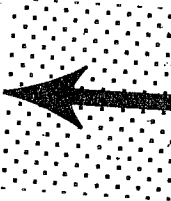
DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,

residing at: _____

My appointment expires: _____



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that John M. Park and Wan C. Park are the persons who appeared before me, and said persons acknowledged that they were authorized to execute the instrument and acknowledged it as their free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: November 28, 2005

Richard A. Gross

(Signature)

Richard A. Gross

NOTARY PUBLIC, State of Washington,

residing at: Seattle

My appointment expires: 7/28/06

EXHIBIT A

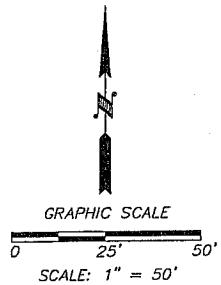
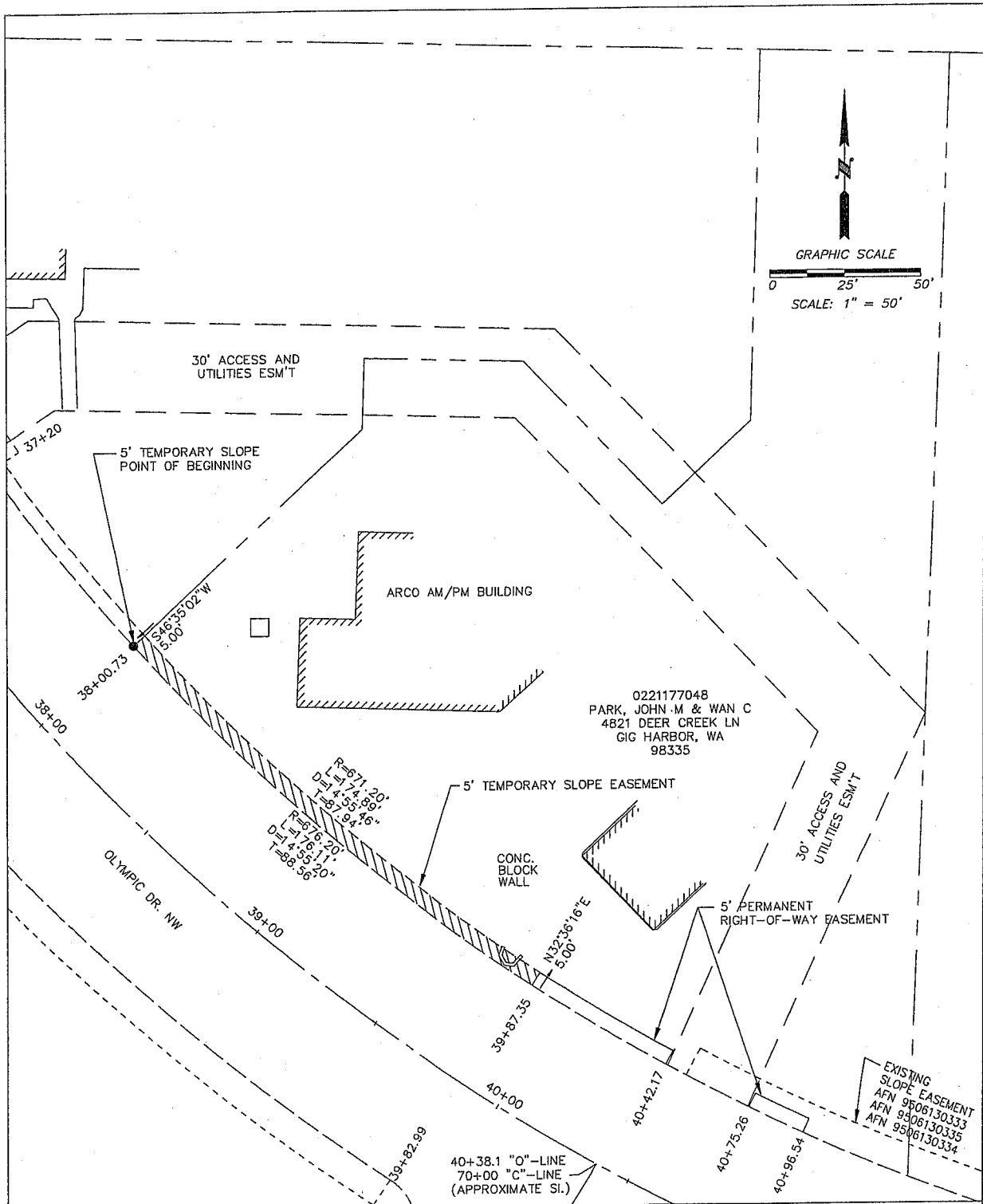
PROPERTY LEGAL DESCRIPTION

LOT(S) 1, AS SHOWN ON SHORT PLAT NO. 9809095002, FILED WITH PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON.

EXHIBIT B

TEMPORARY SLOPE EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221177048 AND DESIGNATED AS A 5' TEMPORARY SLOPE EASEMENT AND WHOSE NORTHWEST PROPERTY CORNER ALONG OLYMPIC DRIVE NW BEING THE "5' TEMPORARY SLOPE EASEMENT POINT OF BEGINNING" AT STATION 38+00.73, THENCE ALONG A CURVE WHOSE RADIUS 676.20 AND WHOSE LENGTH IS 176.11' AND WHOSE ANGLE IS 14°55'20" AND WHOSE TANGENT IS 88.56', THENCE N32°36'16"E A DISTANCE OF 5.00', THENCE ALONG A CURVE WHOSE RADIUS IS 671.20' AND WHOSE LENGTH IS 174.89' AND WHOSE ANGLE IS 14°55'46" AND WHOSE TANGENT IS 87.94', THENCE S46°35'02"W A DISTANCE OF 5.00' AND RETURNING TO THE "5' TEMPORARY SLOPE EASEMENT POINT OF BEGINNING" AT STATION 38+00.73.



56TH ST. NW AND OLYMPIC DR. NW ROADWAY IMPORVEMENT PROJECT
TEMPORARY SLOPE EASEMENT



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJ: OLYMPIC DRIVE AND 56TH STREET ROADWAY IMPROVEMENT
PROJECT (CSP-0133) - PERMANENT RIGHT-OF-WAY EASEMENT
AGREEMENT AND CONSENT TO RIGHT OF ENTRY FOR REGAL
CINEMAS INC.
DATE: JANUARY 23, 2006

INTRODUCTION/BACKGROUND

As part of the ongoing process for the City's Olympic Drive and 56th Street Roadway Improvement Project (CSP-0133), agreements for a Permanent Right-of-Way and Consent to Right of Entry are required from Parcel No. 022117743, owned by Regal Cinemas Inc. and commonly known as Gig Harbor 3 Cinema, located at 5401 Olympic Drive NW. In order for the City to have access and the ability to construct this project, the subject easement and consent has been granted by the owners for these purposes. The Permanent Right-of-Way Easement shall be 1,132 square feet. The easements shall commence on the date of execution of the Agreements. The Consent to Right of Entry shall terminate on the date the roadway improvements are accepted by the City Council (see attached exhibits).

The City's Permanent Right-of-Way and Consent to Right of Entry easement agreements have been drafted and approved by City Attorney Carol Morris.

City Council approval of the easement agreements are requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that City Council approve these easement agreements as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: Community Development Department
3510 Grandview St.
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Agreement for Dedication of Permanent Right-of-Way Easement

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

Regal Cinemas Inc., a Tennessee Corporation

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

City of Gig Harbor

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

Lot 1, Short Plat No. 9408090381

Assessor's Property Tax Parcel or Account Number: 0221177043

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

**AGREEMENT FOR DEDICATION OF
PERMANENT RIGHT OF WAY EASEMENT
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this 15th day of December, 2005, by and between the City of Gig Harbor (hereinafter the "City"), and REGAL CINEMAS INC., A TENNESSEE CORPORATION, (hereinafter the "Owner"), whose mailing address is 7132 Regal Lane, Knoxville, TN 37918-5803.

RECITALS

WHEREAS, the Owner is holder of a fee or substantial beneficial interest in the real property commonly known as the GIG HARBOR 3 CINEMA, 5401 OLYMPIC DRIVE NW, GIG HARBOR, WA (Tax Parcel Number 0221177043) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owner has agreed to dedicate certain right-of-way on, over, under and across the Property, which right-of-way is legally described in **Exhibit "B"** (the "PERMANENT RIGHT OF WAY EASEMENT") which is attached hereto and by this reference incorporated herein, to the City for a roadway and related improvements; and

WHEREAS, a map showing the location of the Permanent Right-of-Way Easement is attached hereto as **Exhibit "C"** and by this reference incorporated herein; and

WHEREAS, the City requires a Permanent Right of Way Easement for construction of a rock retaining wall, and in exchange for the Owner's dedication of the Right-of-Way, the Owner will obtain the benefits of the operation of the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project (CSP -0133) ("Project"); and

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

TERMS

Section 1. Grant of Right-of-Way to the City.

A. Grant of Permanent Right of Way Easement. The Owners hereby convey and grant to the City, its successors and assigns, a permanent, nonexclusive right-of-way easement over, in, along, across, under and upon the Owners' property as the easement is legally described in **Exhibit "B"** and as depicted in a map attached hereto and incorporated herein as **Exhibit "C"**.

The Grant of the Permanent Right-of-Way Easement shall also dedicate to the City, the nonexclusive right of ingress to and egress from the Right-of-Way Easement over the Owner's property, and for the reconstruction, operation, repair and maintenance of same. This Permanent Right-of-Way Easement shall commence on the date of execution of this Agreement.

B. Conditions. This Permanent Right-of-Way Easement is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the roadway improvements.

2. The Owner shall not use any portion of the right-of-way for any purpose inconsistent with use of the property as a public roadway. The Owners shall not construct any structures or plant any landscaping on or over the easement.

3. The City shall have all necessary access to the easement without prior notification to the Owners.

Section 2. The perpetual rights granted herein to the City shall continue in force until such time as the City, its successors or assigns, shall permanently abandon the same, and upon such removal or abandonment, all rights hereby granted shall terminate.

Section 3. This Agreement shall be recorded in the office of the Pierce County Auditor and shall run with the Property. The burdens and benefits of the easements granted under this Agreement shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors assigns and beneficiaries.

Section 4. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 5. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Easement Agreement, which contains the entire understanding of the parties on the subject.

Section 6. Any invalidity, in whole or in part, of any provision of this agreement shall not affect the validity of any other provision.

Section 7. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 8. Owner makes no representations or warranties as to Owner's rights, title or interest in the Property or any other property or interest in property described or referenced herein.

Section 9. Owner shall retain all rights in the Property upon which the Permanent Right-of-Way Easement is located which inure to the benefit of the Owner, except as specifically granted in this Agreement.

Section 10. Nothing contained in this Agreement shall prohibit Owner, its successors or assigns, from constructing at some future time, an entranceway or driveway on the Permanent Right-of-Way Easement to connect its Property to Olympic Drive, so long as Owner obtains all requisite governmental approvals therefor in accordance with applicable law.

Section 11. If construction of the Project has not been awarded to the bidder on or before January 1, 2008, all rights granted by this Agreement shall terminate, and the right-of-way easement granted herein shall revert to Owner.

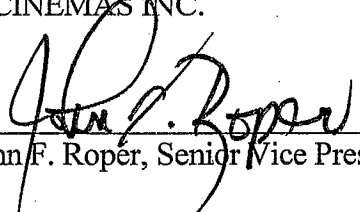
Section 12. This instrument shall be null and void unless executed by all parties hereto on or before January 31, 2006.

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

ACCEPTANCE:

REGAL CINEMAS INC.

By: _____


John F. Roper, Senior Vice President

CITY OF GIG HARBOR

By: _____

Its Mayor

Attest:

By: _____

City Clerk

Approved as to form:

By: _____

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,
residing at: _____
My appointment expires: _____

STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

I certify that I know or have satisfactory evidence that John F. Roper appeared before me, and acknowledged that he is authorized to execute the foregoing instrument and acknowledged he is the Senior Vice President of the Regal Cinemas Inc., a Tennessee Corporation and this is the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 12/16/05

Amber Boone
(Signature)
Amber Boone
NOTARY PUBLIC, State of Tennessee

My commission expires: 6/9/09

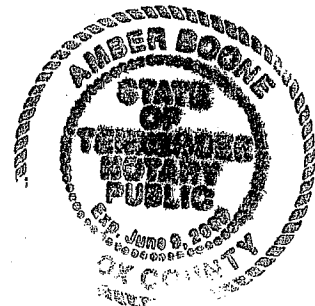


EXHIBIT A

PROPERTY LEGAL DESCRIPTION

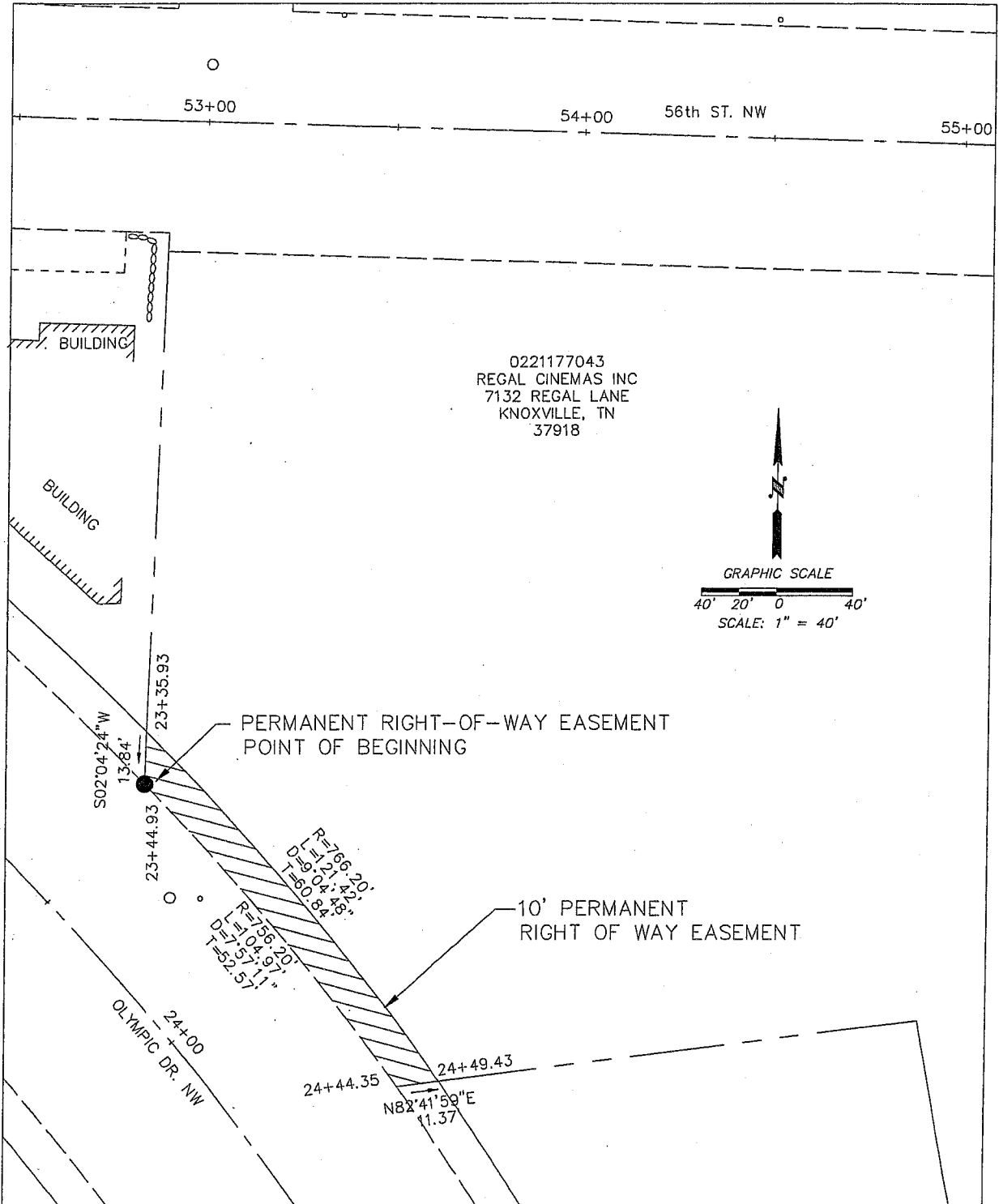
LOT(S) 1, AS SHOWN ON SHORT PLAT NO. 9408090381, FILED WITH PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE NORTH 5 FEET FOR 56TH STREET NORTHWEST.

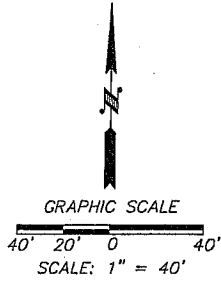
EXHIBIT B

PERMANENT RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221177043 THAT ABUTTS THE RIGHT OF WAY OF OLYMPIC DRIVE NW AND IS DESCRIBED AS A "10' PERMANENT RIGHT OF WAY EASEMENT", AND WHOSE NORTHWEST PROPERTY CORNER ALONG OLYMPIC DRIVE NW BEING THE "PERMANENT RIGHT OF WAY EASEMENT POINT OF BEGINNING" AT STATION 23+44.93, THENCE ALONG A CURVE WHOSE RADIUS IS 756.20' AND WHOSE LENGTH IS 104.97' AND WHOSE ANGLE IS 7°57'11" AND WHOSE TANGENT IS 52.57', THENCE N82°41'59"E A DISTANCE OF 11.37', THENCE ALONG A CURVE WHOSE RADIUS IS 766.20' AND WHOSE LENGTH IS 121.42' AND WHOSE ANGLE IS 9°04'48" AND WHOSE TANGENT IS 60.84', THENCE S02°04'24"W A DISTANCE OF 13.84' AND RETURNING TO THE "PERMANENT RIGHT OF WAY EASEMENT POINT OF BEGINNING" AT STATION 23+44.93.



0221177043
 REGAL CINEMAS INC
 7132 REGAL LANE
 KNOXVILLE, TN
 37918



56TH ST. NW AND OLYMPIC DR. NW ROADWAY IMPROVEMENT PROJECT
 PERMANENT RIGHT OF WAY EASEMENT

CONSENT TO RIGHT OF ENTRY

THIS INSTRUMENT, executed by and between the CITY OF GIG HARBOR, A WASHINGTON MUNICIPAL CORPORATION (hereinafter the "City"), and REGAL CINEMAS INC., A TENNESSEE CORPORATION, (hereinafter the "Grantor") whose mailing address is 7132 Regal Lane, Knoxville, TN 37918-5803.

WITNESSETH:

WHEREAS, Grantor is the owner of that certain property known as Lot 1 of Pierce County Short Plat No. 9408090381 (hereinafter the "Plat"), filed with the Pierce County Auditor, in Pierce County, Washington (Tax Parcel Number 0221177043) Except the North 5 feet of 56th Street Northwest, which is legally described in Exhibit A(hereinafter "Grantor's Property"); and

WHEREAS, Grantor's Property benefits from and is encumbered by easements for various purposes, including an easement for ingress and egress, described on the Short Plat as "50' Private Road and Utility Easement" and also known as 53rd St. Ct. SW (hereinafter "Private Road"), running from the southern boundary of Grantor's Property, over and across Lots 3 and 4 of the Plat, and adjoining the existing right-of-way of Olympic Drive; and

WHEREAS, FGH ASSOCIATES, LLC, P.O. BOX 1997, GIG HARBOR, WA 98335 is believed to be the present owner of Lot 3 of the Plat (Tax Parcel Number 0221177054) which is legally described in Exhibit "A" (hereinafter the "Adjoining Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the City desires a Right of Entry, the location and physical limits of which are described in Exhibit B and depicted in a map attached as Exhibit C and by this reference incorporated herein, for the limited purpose of entering on and accessing the Adjoining Property described in Exhibit B for activities necessarily and reasonably related to the Olympic Drive and 56th Street Roadway Improvement Project (CSP 0133) construction project; and

WHEREAS, the City requires the Right of Entry over the Adjoining Property as described in Exhibit B and shown on Exhibit C in order to maintain the existing physical connection between the Grantor's Property and Olympic Drive, as reconstructed, on, over and across the Private Road.

NOW, THEREFORE, in further consideration of the City's performance of the provisions contained herein, the Grantor hereby consents to the City obtaining a temporary Right of Entry on the Private Road located on the Adjoining Property, subject to and conditioned on the following:

1. The City shall bear all costs and expenses associated with the Right of Entry for the connection to the permanent Roadway improvements. Any connection the City constructs on private property will not be maintained, improved, repaired or operated by the City after the termination of this Right of Entry.

2. The City shall have all necessary access to the Right of Entry area without prior notification to the Grantor.

3. The Right of Entry shall commence on the date of the City Council award of the Olympic Drive and 56th Street Roadway Improvement Project (CSP 0133) Construction Project and terminate on the date the roadway improvements are accepted by the City Council. The City shall provide the Grantor with written notice of the events of commencement and termination of the Right of Entry, and said notice shall be sent to the Grantor at the Grantor's address listed above, to the attention of Michael A. Lewis, Esquire.

4. Immediately following the activity or construction described above, the City shall remove all debris, surplus and construction material associated with the City's activity/construction on the Grantor's Property and the Adjoining Property (collectively, "Properties"), and shall leave such Properties in a condition equal to that existing before such activities/construction commenced.

5. In the event that any improvements or land contours on the Properties are altered, removed or damaged by the City, its agents or employees during the activity or construction described above, the City shall cause such improvements or contours to be repaired and restored to a condition equal to that existing before such activities/construction commenced.

6. The City shall exercise its rights under the Right of Entry so as to minimize, and avoid if reasonably possible, interference with the Grantor's use of the Properties. The City shall at all times conduct its activities on the Properties so as not to obstruct or endanger the Grantor's activities and improvements. In any event, the City shall ensure a means of ingress and egress from Olympic Drive to and through the Private Road at all times.

7. The City acknowledges and agrees that the Grantor has not made any representations or warranties as to Grantor's rights, title or interest in Grantor's Property, the Private Road, or any other property or interest in property described or referenced herein.

8. The City acknowledges that Grantor is not the owner of the Adjoining Property, and that Grantor is executing this instrument only to evidence Grantor's consent to the Right of Entry as herein described. The City further acknowledges that the actual grant of the Right of Entry must be obtained from the true owner of the Adjoining Property.

9. This instrument shall be null and void unless executed by all parties hereto on or before January 31, 2006.

IN WITNESS WHEREOF, this Right of Entry has been executed this 15th day of December, 2005.

ACCEPTANCE:

REGAL CINEMAS INC.

CITY OF GIG HARBOR

By: *John F. Roper*
John F. Roper, Senior Vice President

By: _____
Its Mayor

Attest:
By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

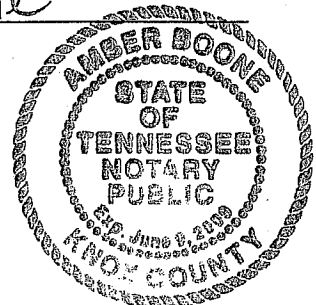
STATE OF TENNESSEE)
) ss.
COUNTY OF KNOX)

I certify that I know or have satisfactory evidence that John F. Roper appeared before me, and acknowledged that he is authorized to execute the instrument and acknowledged that he is the Senior Vice President of Regal Cinemas Inc., a Tennessee Corporation and this is the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: 12/16/05

Amber Boone
(Signature)
Amber Boone
NOTARY PUBLIC

My commission expires: 12/9/09



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she was
authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig
Harbor for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,

residing at: _____

My appointment expires: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

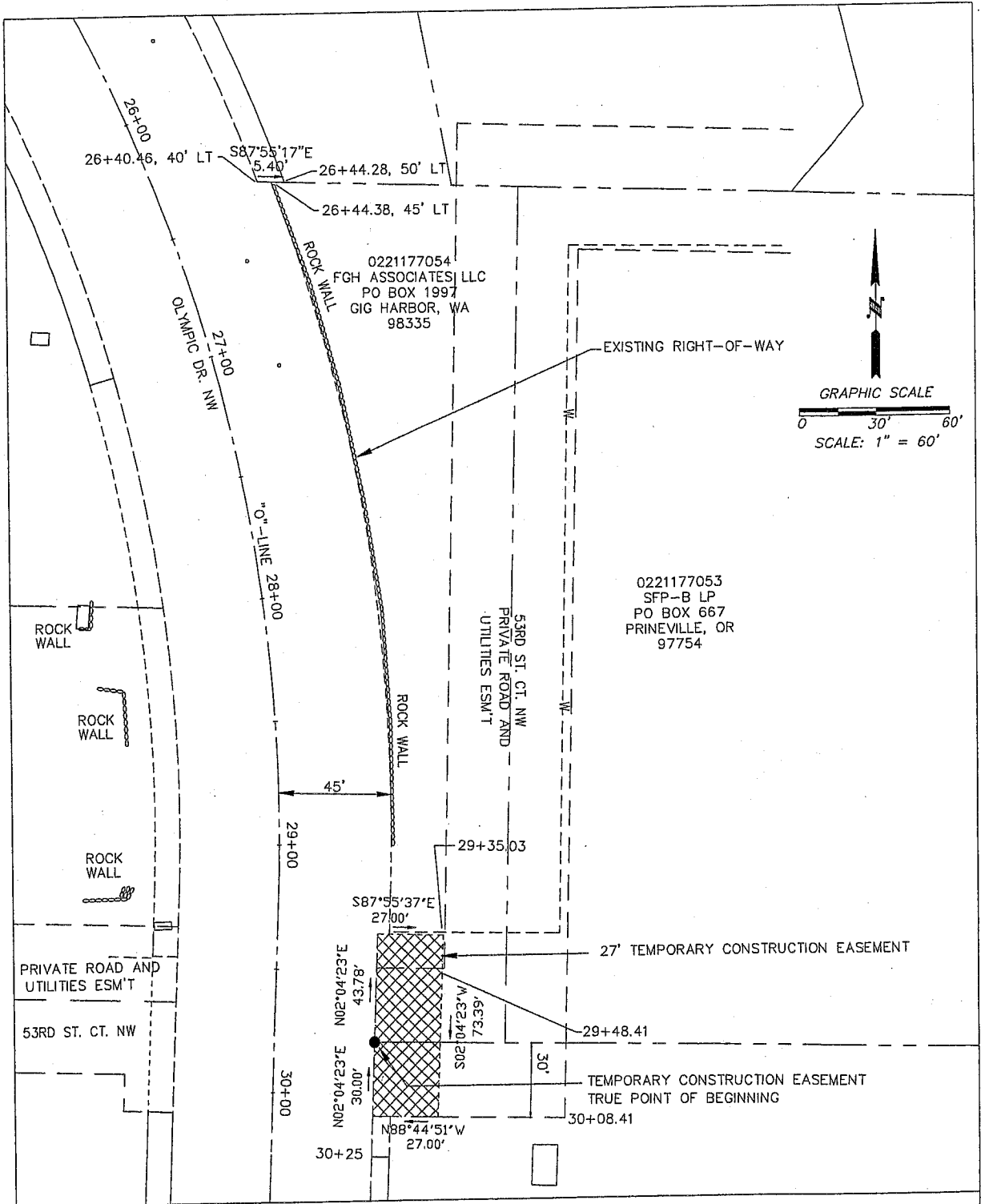
LOT 3, AS SHOWN ON PIERCE COUNTY SHORT PLAT NO. 200008215001, FILED
WITH PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A "27' TEMPORARY CONSTRUCTION EASEMENT," BEING A PORTION OF PARCEL NO. 0221177054, INCLUDING A PORTION OF THE 50' PRIVATE ROAD AND UTILITY EASEMENT DESCRIBED AND SHOWN ON THE PIERCE COUNTY SHORT PLAT NO. 9408090381 AND ALSO KNOWN AS 53RD ST. CT. NW, SAID "27' TEMPORARY CONSTRUCTION EASEMENT" BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL NO. 0221177054 AT THE EXISTING RIGHT-OF-WAY OF OLYMPIC DRIVE NW, SAID POINT BEING THE "TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING", THENCE N02°04'23"E A DISTANCE OF 43.78', THENCE S87°55'37"E A DISTANCE OF 27.00', THENCE S02°04'23"W A DISTANCE OF 73.39', THENCE N88°44'51"W A DISTANCE OF 27.00', THENCE N02°04'23" A DISTANCE OF 30' AND RETURNING TO THE "TEMPORARY CONSTRUCTION EASEMENT TRUE POINT OF BEGINNING".



56TH ST. NW AND OLYMPIC DR. NW STREET IMPROVEMENT PROJECT
 TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT C

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 1/03/06

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20060430

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 LA FAMILIA LOPEZ, INC.	EL PUEBLITO FAMILY MEXICAN RESTAURANT 3226 HARBORVIEW DR STE 7 GIG HARBOR WA 98332 2182	358890	SPIRITS/BR/WN REST LOUNGE +

RECEIVED
JAN 4 2006
BY:



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 1/17/06

Corrected

TO: MOLLY TOWSLEE, CITY CLERK
RE: CHANGE OF CORPORATE OFFICERS/STOCKHOLDERS APPLICATION

UBI: 601-273-741-001-0001

License: 076567 - 1U County: 27
Tradename: HUNAN GARDEN RESTAURANT
Loc Addr: 5500 OLYMPIC DR
GIG HARBOR WA 98335
Mail Addr: 4714 FAIRWOOD BLVD NE
UNIT 602
TACOMA WA 98422
Phone No: 253-226-1182 MING-CHU JACOBSON

APPLICANTS:

PANDA INC.

CHENG, CASEY WING
1963-12-09
JACOBSON, MING CHU
1951-12-15
LEE, JOSEPH CHARLES
1963-01-15
LEE, SHWU CHYUN
1949-11-22
LEE, WANG CHIAO
1953-12-26

Privileges Applied For:
SPIRITS/BR/WN REST SERVICE BAR

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

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



ADMINISTRATION

TO: CITY COUNCILMEMBERS
FROM: MAYOR CHUCK HUNTER
SUBJECT: APPOINTMENT TO THE PLANNING COMMISSION
DATE: JANUARY 23, 2006

INTRODUCTION / BACKGROUND

At the last Council Meeting, I requested that Council table the appointments to the Planning Commission to allow time for an interview committee comprised of the Chairpersons from the Planning Commission, the Design Review Board, one City Councilmember and the Mayor.

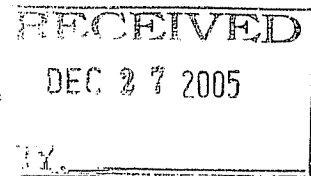
The interview of six of the eight applicants took place on Wednesday, January 18th. The interview committee was comprised of Councilmember Paul Conan, Teresa Malich, Vice-Chair of the Planning Commission, Lita Dawn Stanton, Acting Chair of the Design Review Board, and myself. The following recommendation is a result of that process.

RECOMMENDATION

A motion to appoint Joyce Ninen to serve the term ending June, 2011.

JOYCE A. NINEN, 4203 147TH St Ct NW, Gig Harbor, WA 98332
(253) 853-2003
email: jninen@centurytel.net

December 23, 2005



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

RE: Planning Commission Recruitment

Dear Sir:

Although I am not an official Gig Harbor resident, I do reside in North Gig Harbor and utilize, almost exclusively, Gig Harbor retail and professional services.

My background is varied, mostly computer programming, finance and accounting, and income tax preparation. However, relevant planning experience includes 4 years as a Computer Programmer for the City of Tacoma Planning Department and 2 years membership on the Winslow Planning Agency on Bainbridge Island, the last year as Chairperson. This Agency was also an advisory non-compensated group, meeting twice a month, for the purpose of review of potential land use changes, and making recommendations to the elected city government officials. *1980's*

During the time I was a member of the Winslow Planning Agency, we developed a new Comprehensive Land Use Plan and rezoned the city accordingly, both of which were ultimately adopted by the Winslow city government. Bainbridge Island has many of the characteristics of Gig Harbor: vital harbor activity, upscale waterfront properties, untouched natural greenbelts, excellent schools, bedroom area to a large city, and growing traffic problems. To this day Bainbridge still suffers from the Washington State Ferry traffic and parking dilemma.

I am newly retired. I live in a retirement community, "The Lakes at Gig Harbor". It would be my pleasure to meet with you to discuss the vacancy on your Planning Commission.

Sincerely,


JOYCE A. NINEN

PAUL G ANCICH

3320 Lewis St.
Gig Harbor, WA 98335

(253) 858-7182
(253) 310-2489 cell
(253) 858-7182 fax
paul@ancich.com

P.O. Box 2431
G.H. 98335

December 20, 2005

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

To: Honorable Mayor of Gig Harbor,

I am very interested in serving on the Gig Harbor Planning Commission and would like to offer my services in this capacity. I am a lifelong resident and I am passionate about the direction and focus of this great city. I feel I am uniquely qualified to serve on the commission because of my past experience and the work I am presently involved in.

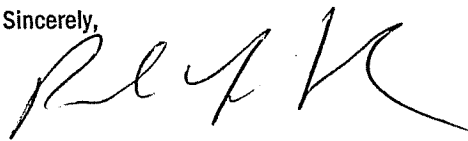
As an active board member on **The Governor's Forum on Monitoring Salmon Recovery and Watershed Health**, I have extensive knowledge on critical habitat, State and Federal mandates, and policy-making. My work at the State level will ultimately have an impact on our local land use development policies.

I was recently appointed to chair the **Washington State Department of Fish and Wildlife Regional Fisheries Enhancement Group Advisory Board (WDFW RFEGB)**. Our recommendations to 14 RFEGB's statewide encourage transparency and accountability that will shape future funding opportunities and monitoring requirements. I am also working with Washington Department of Transportation (WSDOT) and WDFW staff designing a pilot project for the transfer of wetland mitigation banking credits. Once these procedures are in place, it will benefit local municipalities.

My work on the WDFW's **Land Management Advisory Council** gives me great insight to the relationship between Federal and State agencies. The WDFW owns over 800,000 acres of land in Washington.

After completing my BS in Business Administration this year, I will begin a Masters program in Public Policy. My interests and my experience are well suited for the Planning Commission and the community. I can provide up-to-date information regarding state regulatory policies that will benefit the city of Gig Harbor directly. Thank you for your consideration.

Sincerely,



Paul Ancich

Brian Callagan
4206 29th Avenue NW
Gig Harbor, WA 98335

December 29, 2005

RE: Planning Commission Opening

The Mayor
City of Gig Harbor, Washington
3510 Grandview Street
Gig Harbor, Washington 98335

Dear Mayor ;

With this letter I am requesting your consideration for the open position on the Planning Commission.

I am a Civil Engineer with 30 years experience, 7 years of which has been here in Gig Harbor. I own a single proprietorship Civil Engineering Firm. I am well acquainted with the development needs and requirements of the city and am familiar with the staff and process. I have appeared before the Commission in the past and attended meetings during which my client's projects have been discussed.

I was the responsible engineer in the design and permitting of Rush Construction's Canterwood Division 12, (Urban Growth Area), and am now working with David Hopkins on a subdivision in the Reid Drive area.

A small percentage of my present work is within Gig Harbor, and I would have to recuse myself in the event any of my projects were discussed.


I am active in the community as a Rotarian and am actively interested in ensuring that the City of Gig Harbor balances the pressures of growth and the desire to retain the atmosphere that has made our Gig Harbor the attraction of many. At the same time, as a engineer, I am interested in providing developers a predictable, cost effective, and clear development path. There are some property owners of both commercial and residential properties who have found Gig Harbor very difficult to develop in, with many months spent in the planning and design review process while carrying expensive property and up-front development costs without bank support. Loan releases are sometimes based on the ability and surety of obtaining permits.

Across the Narrows, the City of Tacoma actively promotes conforming development with tight regulations and quick reviews and approvals. Although the requirements are stringent, the process is predictable. Businesses facing the daunting King County and City of Seattle permitting, have turned their attention and funds to Tacoma.

I believe that the City of Gig Harbor government can ensure the orderly growth and atmosphere of our city without putting undue burdens on its property owners and would enjoy adding my perspective to the existing commission.

Please call me for any additional questions at 253.858.6008.

Sincerely,


Brian Callagan. P.E., M ASCE

12/27

John J. Park
4812 100th Avenue CT NW
Gig Harbor, WA 98335

December 15, 2005

Mayor Gretchen Wilbert
Incoming Mayor Chuck Hunter
3510 Grandview Street
Gig Harbor, WA 98335

RE: Gig Harbor Planning Commission

Dear Mayor,

I would like to express my sincere interest in serving on the Gig Harbor Planning Commission for next five years.

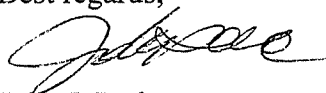
I have been residing in Gig Harbor since 1999 with my wife and three daughters. Before I moved to Gig Harbor, I lived in Federal Way for 9 years. I have been working as a banker/commercial lender for the last 15 years in the Puget Sound. I am currently with Banner Bank in Federal Way. Prior to being with Banner Bank, I used to manage the Federal Way loan office for Kitsap Bank for 5 years.

I have two masters' degrees in Architecture and Urban Planning from the University of Kansas. I had a bachelor's degree in Architecture from Korea and came to the United States in 1982 to continue my study at the graduate school in Lawrence, Kansas. After my graduation, I got a job at Washington Mutual as a loan officer and still am in a banking industry as a lender.

I have experienced for myself the rapid growth and changes of the image of the city in Federal Way. I am seeing a similar trend in growth with our fine community, Gig Harbor. My prior public service as a Diversity Commission in Federal Way was quite an extraordinary experience as an immigrant to become a member of community. I would like to get involved in our great community development and growth plan to preserve the image of the City of Gig Harbor. My previous educational background and current experiences in a commercial lending/banking would be, I hope, instrumental to the team of Gig Harbor Planning Commission.

I thank you in advance for your consideration of my interest in the commissioner position. If you need to contact me, you might reach me at my cell Number 425-269-6374 or email: jjpark7@comcast.net.

Best regards,



John J. Park
Candidate for the Planning Commission

December 3, 2005

Mayor, City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

Dear Gretchen and Chuck:

I wish to apply for appointment to the Gig Harbor Planning Commission.

I am a 15 year plus resident of Gig Harbor, lived in the Westside for 8 years, downtown for 7 years. I also own property in the Westside. I live and work in the City.

I am a long term businessperson (25 years), Musician, Artist and Engineering Assistant..

I attended the University of Idaho-majoring in Music and Psychology. I have completed additional studies in Business Administration, and corporate training in technical applications.

I am the Owner since 1990, of **The Keeping Room, Candles & Wine Etc.**, a Gig Harbor business tradition having a 40-plus year history.

I was also the owner of **The Keeping Room Two** and **The Captain's Keep**. I was also a principal in the **North by Northwest Restaurant** on Peacock Hill. I was the Chamber of Commerce Businessperson of the Year and the **Gateway's Businesswoman of the year**, and the **Joe Hoots Citizen of the Year 2004**.

My pre-Gig Harbor working career includes Engineering Procurement, Purchasing Agent and Contracts Analyst, Sales Manager, Engineering Manufacturer's Representative, Small business owner, Retailer and Rancher.

My technical experience that developed my proficiency in Layout understanding, engineering planning and contract administration was gained as a manager for Superior Engineering Co., SAIC, Rohr Manufacturing Co. and Potter Electric Co.

I have lived in numerous historic and treasured venues. Gig Harbor is a rare and special place. We all chose to be here because of its livability. We look to City Officials to help safeguard the Harbor way of life and maintain prosperity. I believe that I have done my share to continue this responsibility.

There are ways to develop without exploiting natural beauty, or creating nightmares of traffic, huge parking lots and blatant superstores. Business and Community must work together for the common good. It has been my goal to educate and facilitate that union.

I have testified in matters of the Sign Code, Zoning, Wal-Mart, Impact Fees, Gambling, and Budget. I have kept myself fully apprised of various problems in the City. I sat on sessions on Ferry alternatives, Tacoma City Airport and Emergency Preparedness.

I have mentored new business people and have been active in Five of our own business ventures since coming here in 1990. I am a founder of the Gig Harbor Waterfront Retail & Restaurateurs Association, and am the outgoing President. I was a Director of the GH Theater

Company/Performance Circle. I worked to form a bridge between PNA and the business community during a very critical time. I am a founding Navy League member. I am also a member of The Historical Society. I am on the City Hotel/Motel Tax Committee.

I want to continue to help:

The new Skansie and Eddon properties, Parks and Recreation, Waterfront & Environmental Regulation, City Beautification, Saving the Real Downtown, Helping all Businesses (i.e. **Kimball Drive, Olympic Center, Downtown** and **Finholm Marketplace**) and John Hogan's new **Uptown**, rather than just "downtown". I was the Small Business representative on the Forward Together Vision Committee.

I was on the County Community Planning Committee, and was on the Shoreline Management Committee. I have been on the Chamber governing Board for 10 years, and was VP of Tourism. I have been on the Board of the Peninsula Neighborhood Association.

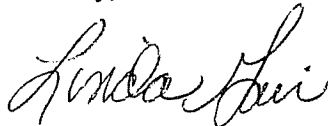
I am a co-chair of the Chamber **Economic Development** Committee.

I have been a member of the Design Review Board for the past four years, learned much, and hopefully contributed to it and the City by my efforts.

I look forward to the challenges that will continue to be presented to the Commission. I feel that my combined skills and experience will continue to help meet those challenges successfully. Much of this you have read before, however I felt it was necessary to emphasize my planning skills.

During the Mayoral debates, Mayor Gretchen stated her hope that all Three candidates would continue to work together after the election. My appointment would consummate that desire.

Sincerely,



Linda Gair
9301 N. Harborview Drive
Gig Harbor WA 98332
858-8003/8004(fax)

cc: Council Members

THE DEREBEY'S

December 6, 2005

Mayor Gretchen Wilbert
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Re: Planning Commission Opening

Dear Madam Mayor:

Please accept this letter as my offer to serve on the Planning Commission for the City of Gig Harbor. With the sudden opening of the position on this commission, as well as the positions on the Design Review Board, I understand the need to find competent residents to serve on each. Therefore, I have submitted applications for both while understanding that I would only be able to serve on one or the other but willing to do either.

My background as a professional relating to urban design (e.g. professional artist, civil engineer, planner, building contractor or professional designer) began with my training as a professional draftsman in architectural and mechanical areas at Delgado University in New Orleans, LA. I worked in this field for approximately ten years in Louisiana, Arkansas and Alabama.

During that time I prepared detailed architectural and mechanical drawings for construction of portions of North Sea oil platforms, participated in nationwide remodels of Kentucky Fried Chicken stand alone and combo restaurants. I also operated a design studio specializing in stained, leaded and beveled glass. During this period I prepared "before" detail drawings to insure that architectural details would be replaced exactly during the removal, repair and replacement of antique windows from historically significant homes and commercial buildings. Both scale and full size pattern drawings were created for a wide variety of work, including homes undergoing remodeling, new construction homes, commercial buildings, restaurants, pubs and bars. Full-scale drawings were used to layout patterns when building new glass art and for the repair of antique doors and windows. Our company salvaged and repaired glass art for new uses.

All of the above activities required that I be able to read and interpret plans, elevation drawings, landscape plans, architectural details and specifications. Thank you for your consideration for one of the current Design Review Board openings.

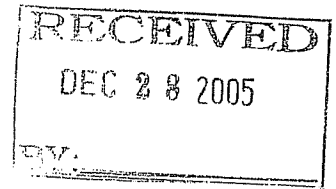
Sincerely,

Jeanne E. Derebey

not available on 10th - Bellastone

Mayor, City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA. 98335
Ref. GH#157/52.53

27 December, 2005



To the Mayor:

I Alexander V. Takacs wish to take this opportunity to submit my letter of interest for a voluntary position on the Gig Harbor Planning Commission.

I am recently retired and have been living in Gig Harbor for one and a half years. I am presently the President of the Southport Homeowners Association and my previous background in industry affords me the ability to analyze, evaluate, plan, and execute various conditions that are presented.

In my career in business I was a Design Engineer and a Program Manager for Ford Motor Company and Hughes Missile Systems Company. I enjoy challenges, new ideas and forward thinking conditions that have a goal in mind. The improvement and progress for Gig Harbor is extremely important to me and my family. This is a great community that deserves the best that can be achieved.

I have time, motive and opportunity to devote in helping to make Gig Harbor better.

I have included a copy of my resume for your review.

Regards,

A handwritten signature in cursive script, appearing to read "A. Takacs".

Al Takacs
4114 19th Ave. NW
Gig Harbor, WA 98335
(253) 853-7781

ALEXANDER VINCENT TAKACS

4114 19TH Ave NW
Gig Harbor, WA 98335
(253) 853-7781

Professional Highlights:

Program Management – Interface with customer on all levels to assure compliance. Plan budgetary activities associated with performance of engineering endeavors within the program. Direct and coordinate activities to achieve contract requirements. Point of contact for the negotiation of all contract conditions for the program. Transition design to production, assuring the product data management and manufacturing resource planning databases coincide for planning work and defining alternate and substitute parts based on build plans. Establish and implement change control discipline for the projects resulting in reduced error rates on follow-on projects. Provide requirements for outside suppliers for parts, services, and databases required to track technical documentation. Managed staff of 15 direct reports.

Producibility Engineer – Supervised the design, fabrication and checkout of automatic test equipment used in manufacturing of weapon systems. Line Management responsibility for 17 direct reports.

Product Support Group Engineer – Designed method of providing visibility for all technical and budgeting activities during the program design and development phase. Established a communication information center.

Chief Methods Engineer – Instrumental in designing guidelines for the design of a new technology called HMA, Hybrid Micro Electronics Assembly, resulting in a 15% initial reduction in design time and manufacturing process time. This increased overall HMA yield from 65% to 90%. Established new tooling and designed process for manufacturing Flex Harness and Circuit Card Assemblies resulting in a 20% improvement over old method. Line Management responsibility for 30 direct reports.

Environmental Engineer – Responsible for assuring reduction of all environmentally hazardous material within the products per state and federal guidelines, in addition to product compliance required by our foreign customers.

Product Assurance - Certified ISO Auditor participated in successful ISO 9000 and 9001 certifications for facility. Wrote and established procedures outlining process for interfacing with foreign countries in regard to engineering problems and solutions. Established the methodology to ensure the standardization of critical components used in the products.

EDUCATION:

B.A., Business Administration/Management, California State University, Fullerton
A.A., Business Administration, Orange Coast College
Graduate School in Management Science, LaVerne College
Mechanical Engineering, Henry Ford College
Design Engineering/Mathematics, Ford Motor Company, Engineering Training School
Certification in Total Quality Management
Trained and proficient in Windows 2000 (MS Word, Excel, PowerPoint).
User of engineering and product data management systems; PDMS, EDMS, Lotus
Notes, SAP.

VOLUNTEERISM:

Current President of Southport HOA
Neighborhood Watch Representative – Oceanside, CA. Block Captain 8 years
Landscape Chairman for HOA 2 years
After Hours Employment Recruiting Fairs – 2 years
4H Sponsor – Orange, CA. - Arts & Crafts 1 year
Coaching Soccer 12 years
Little League Baseball, Garden Grove, CA. – Director of Umpires 2 years
Freemason 35 years

EMPLOYERS:

Hughes Missile Systems/General Dynamics
Duplicon Corporation
Ford Motor Company/Aeronutronics

RECEIVED

DEC 30 2005

CITY OF GIG HARBOR

December, 29, 2005

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

RE: Planning Commission Recruitment

Dear Mayor Hunter;

My wife and I live in the City of Gig Harbor, and I am interested in serving my community and to participate in being part of positive changes to benefit the whole both for now and for future generations.

My formal education and background was (1969) in Architecture at Washington State University. My career path, and practical education, however, has been in land development engineering and surveying. From 1980 through 1998 I owned West Sound Surveying, Inc. in Port Orchard Washington. After my daughters married and moved away from home in 1998, I closed my private practice and accepted an engineering position with the Land Use Services Division of the King County Department of Development and Environmental Services (DDES). For 2 years I reviewed and approved Urban Planned Developments and Fully Contained Communities, as well as residential subdivisions. In July 2000 I accepted a position as the County Surveyor for King County, and currently continue in this capacity working for the Road Services Division of Department of Transportation.

I have some practical experience working with (zoning) ordinances/regulations from both sides of the fence. As a private consultant (Kitsap County) I represented clients at public hearings, and appreciate how burdensome regulations can seem to be. As a government employee, (King County) reviewing submittals and comparing them with published ordinances; I have observed problems with the various interpretation of (land development) ordinances, which can lead to expensive litigation for government.

I would appreciate your consideration of me for the above recruitment. If you would like to discuss my background further, do not hesitate to give me a call. Thanks for your time.

Sincerely,



William (Bill) W. Sleeth
7788 Greyhawk Avenue
Gig Harbor, WA 98335 -- 4923

Home Phone (unlisted) 253-853-5363



ADMINISTRATION

TO: CITY COUNCIL
FROM: MAYOR CHUCK HUNTER
SUBJECT: APPOINTMENTS TO THE DESIGN REVIEW BOARD
DATE: JANUARY 23, 2006

INFORMATION/BACKGROUND

At the last City Council meeting, a motion was made to postpone the appointment of members to the Design Review Board until a committee of three Councilmembers, a member of the Design Review Board, and the Mayor could interview the applicants.

On Tuesday, January 17th, Councilmembers Ekberg, Young and Payne, along with Lita Dawn Stanton, Acting Chair of the DRB, and Mayor Hunter, interviewed the five applicants. The following recommendation came from the interview process.

RECOMMENDATION

A motion for appointment of Rick Gagliano to the four-year position, and appointment of John Jernejcic to the two-year term.

DEC - - 2005



- Application for Appointment -
City of Gig Harbor
Design Review Board

Name: Nicole Ballantyne
Address: 7209 Pioneer Way City: Gig Harbor State: WA
Telephone: Home: 253 858 1705
Other: 253 208 9173

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

Please see attached letter and Resume.

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

Please see attached letter and resume.

Signature: Nicole Ballantyne Date: 12/5/2005

Nicole E. Ballantyne
7209 Pioneer Way
Gig Harbor, WA 98335
(253) 858-1705 – (253) 208-9173

December 5, 2005

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

RE: Design Review Board Application

To whom it may concern:

I would like to take this opportunity to express my ongoing interest in becoming a member of the Design Review Board.

I am a third generation Gig Harbor resident, who lives and works in our beautiful town. My love of Gig Harbor combined with my experience in real estate including management, development, renovation & design planning makes me an excellent candidate for the Design Review Board.

If given the opportunity I will be committed to working as a team to create solutions to the challenges of the interpretation, review and implementation of Gig Harbor's Design Manual.

I have enclosed for your review a detailed description of my professional & personal experience as it relates to my qualifications to be considered as a potential member of the Design Review Board.

I appreciate your time in this matter and look forward to the possibility of having a chance to serve the City of Gig Harbor. Please contact me anytime with questions at (253) 208-9173 or (253) 858-1705.

Sincerely,

A handwritten signature in cursive script that reads "Nicole Ballantyne". The signature is written in black ink and is positioned below the typed name.

Nicole Ballantyne

Nicole E. Ballantyne
7209 Pioneer Way
Gig Harbor, WA 98335
(253) 858-1705 – (253) 208-9173

Personal Information:

- Third generation Gig Harbor resident
- Current City of Gig Harbor resident
- Advocate for the people & the responsible development of Gig Harbor

Professional & Personal Experience:

The following are professional & personal experiences that I have had over the past 9+ years:

1. Commercial/Retail/Office Leasing
 - a. Property Management & Leasing
 - b. Individual space & signage design management
2. Acquisition/Maintenance & Management of Apartment Buildings
 - a. Assisted with the review of potential acquisitions
 - b. Reviewed floor plans & renderings from site plans & blue prints
 - c. Assisted in planning renovation & deferred maintenance based on current & future structural & financial goals
3. Residential Real Estate
 - a. Sales of new construction homes
 - b. Sales of high end residential homes
 - c. Management of Home Owners Association for Developer
4. Land Development, Sales & Acquisitions (Current Profession)
 - a. Development and subdivision of large acreage into plats containing residential lots ranging in size from 1-20 acres
 - b. Planning & design of developments to their best & highest use
 - c. Creating & Implementing marketing & sales plans
5. Personal Experience:
 - a. Completed 1 residential home renovation
 - b. Currently renovating 1 residential home
 - c. Planned & designed a custom residential home which building process my husband and I will manage from start to finish

Nicole E. Ballantyne
7209 Pioneer Way
Gig Harbor, WA 98335
(253) 858-1705 – (253) 208-9173

OCT 9 2005

Mayor Gretchen Wilbert
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Dear Mayor Wilbert:

Earlier this year I applied for the first time to be considered for the Design Review Board. Although I did not succeed in being selected I vowed to myself that if I ever had another opportunity to apply I would absolutely give it my best shot.

Today I was made aware of a position on the Design Review Board becoming available soon due to a current members resignation. With that knowledge I would like to take this opportunity to express my ongoing interest in becoming a member of the Design Review Board.

I am proud to say that I am a third generation Gig Harbor resident, who lives and works in our beautiful town. My love of Gig Harbor combined with my experience in real estate including management, development, renovation & design planning makes me an excellent candidate for the Design Review Board.

If given the opportunity I will be committed to working as a team to create solutions to the challenges of the interpretation, review and implementation of Gig Harbor's Design Manual.

I have enclosed for your review a detailed description of my professional & personal experience as it relates to my qualifications to be considered as a potential member of the Design Review Board.

I appreciate your time in this matter and look forward to the possibility of having a second chance at an opportunity to serve the City of Gig Harbor. Please contact me anytime with questions at (253) 208-9173 or (253) 858-1705.

Sincerely,



Nicole Ballantyne

Nicole E. Ballantyne
7209 Pioneer Way
Gig Harbor, WA 98335
(253) 858-1705 – (253) 208-9173

Personal Information:

- Third generation Gig Harbor resident
- Current City of Gig Harbor resident
- Advocate for the people & the responsible development of Gig Harbor

Professional & Personal Experience:

The following are professional & personal experiences that I have had over the past 9+ years:

1. Commercial/Retail/Office Leasing
 - a. Property Management & Leasing
 - b. Individual space & signage design management
2. Acquisition/Maintenance & Management of Apartment Buildings
 - a. Assisted with the review of potential acquisitions
 - b. Reviewed floor plans & renderings from site plans & blue prints
 - c. Assisted in planning renovation & deferred maintenance based on current & future structural & financial goals
3. Residential Real Estate
 - a. Sales of new construction homes
 - b. Sales of high end residential homes
 - c. Management of Home Owners Association for Developer
4. Land Development, Sales & Acquisitions (Current Profession)
 - a. Development and subdivision of large acreage into plats containing residential lots ranging in size from 1-20 acres
 - b. Planning & design of developments to their best & highest use
 - c. Creating & Implementing marketing & sales plans
5. Personal Experience:
 - a. Completed 1 residential home renovation
 - b. Currently renovating 1 residential home
 - c. Planned & designed a custom residential home which building process my husband and I will manage from start to finish

RECEIVED

DEC 20 2004



- Application for Appointment
City of Gig Harbor
Design Review Board

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

Name: RICK GAGLIANO

Address: 8607 58TH AVE NW City: Gig Harbor State: WA

Telephone: Home: 253 887-9811
Other: 888-8809 ash.

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

PRINCIPLE - RATOUFFE/CORLIANO ARCHITECTURE & PLANNING
CHAIRMAN - DESIGN REVIEW GUIDELINES MANUAL AUTHORITY
COMMITTEE
SUPERVISOR'S CONSTRUCTION OF NUMEROUS BUILDINGS WITHIN THE CITY

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

FULL KNOWLEDGE OF SITE PLANS, CONSTRUCTION DOCUMENT
SPECIFICATIONS AND CODE LANGUAGE READING

Signature: [Signature] Date: 12/19/05

RATCLIFFE • GAGLIANO

8607 58th Ave. NW

Gig Harbor, Washington 98332

(206) 858-8809

City of Gig Harbor
Office of the Mayor/ City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

12/19/05

Mr. Mayor,

My interest in working on the Design Review Board stems from my work as Chairman of the citizen committee that created the Design Review manual ten years ago. Since that time the City has grown considerably, and the Planning and Building department has grown with it. The original document, though improved in appearance, has not been updated significantly however, and I anticipate that it may undergo changes under the new City administration.

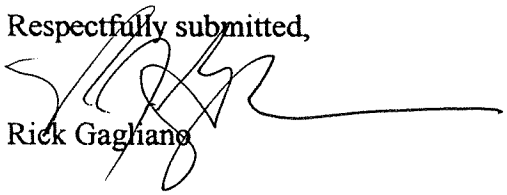
I would like to be closely involved with this maturation of the Manual and its implementation processes in this new phase. My background running an architectural firm working in the City throughout the 1990's, and as an applicant submitting to the Design Review Board - as well as the Planning and Building staff - has given me a thorough understanding of the mechanisms and code requirements involved in preparing, submitting and constructing built works here in the Harbor, both residential and commercial.

The City of Gig Harbor is unique. I have submitted architectural projects in many jurisdictions in the Puget Sound and been exposed to other Design Guideline Manuals, city layouts and planning department processes. Gig Harbor, unlike many of these jurisdictions, already has an inherently well-planned layout in its downtown core, developed quite naturally from its early tight-knit building community, its gentle topography and its semi-circular relationship to the Harbor itself. This existing armature is conducive to strong building relationships and design consistencies, both historic and new, visible and connected throughout the basin.

Its example also gives Planning and Design officials a powerful starting point for addressing the construction that continues to expand *outside* the core district, and establishes a natural hierarchy for this development as it moves outward from the center. However, subtle and not so subtle differences in scale, circulation, building typology, visible correlations, and topography, don't necessarily lend themselves to an imitation of the obvious relationships that guide the inner City. Wrestling with these differences is the true test of the Design Manual, the Design Review Board and the implementation of design guidelines throughout the City departments.

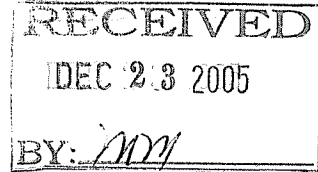
I hope that you will consider my application, and that I can be a productive participant in the process of continuing to improve on the course of development in Gig Harbor.

Respectfully submitted,


Rick Gagliano

William Doug Graves
2416 62nd Avenue NW
Gig Harbor, Washington
98335

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



Attn: City Clerk

December 22, 2005

Dear Gig Harbor City Clerk;

Please forward this application to the City Council for consideration.

Thank You;

A handwritten signature in cursive script, appearing to read "W. Doug Graves".

William Doug Graves



- Application for Appointment -
City of Gig Harbor
Design Review Board

Name: WILLIAM DOUG GRAVES

Address: 2416 62ND AVE NW city: GIG HARBOR State: WA.

Telephone: Home: 265-2024
Other: 227-2022

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?

(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (**there are currently no openings in this category**);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

PLEASE SEE ATTACHED LETTER

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

PLEASE SEE ATTACHED LETTER

Signature:  Date: DEC. 22, 2005

William Doug Graves
2416 62nd Avenue NW
Gig Harbor, Washington
98335

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

Attn: City Clerk

December 22, 2005

Honorable members of the Gig Harbor City Council;

I would like to ask that you consider me for a position on the Gig Harbor Design Review Board. I am 50 years old and have made Gig Harbor my home since 1998. To this task I will bring experience from multiple backgrounds.

For the better part of my career, I have been a Telecommunications Engineer. This discipline afforded me experience that led me to learn to read and interpret civil, structural, architectural, and utility plans, specifications, and work force procedures. I began my Telecommunications career in 1976 and have had contiguous employment until 2002 when CenturyTel facilitated a corporate downsizing. My career, throughout those years, took me to many locations in the Western United States, New England, Alaska, and Hawaii. Having lived in many diverse locations, I respect the importance of preserving the cultural heritage of a particular area. I have seen evidence where historical preservation was not honored. The result leads to destruction of character and ultimately an appearance of mismanagement that drives down value. My work in Telecommunications has brought me very close to the building industry. I understand building trade techniques and processes. I am fluent in Cost Analysis and Project Management. I have also had experience with Power, Natural Gas and CATV design and construction. I feel my utility design and construction background will benefit the Gig Harbor Design Review Board.

Additionally, in 2004, a partner and I founded Northwest Yard Art, a start-up Landscape Construction Company based in Gig Harbor serving the entire Seattle region. Since inception, I have been trained and certified as a Interlocking Concrete Pavement Installer. My partner and I are working members of our company. Our expertise leans heavily toward Hardscape construction, Waterfalls and Ponds, Walls, Cedar Garden Structures, Plant and Lawn installation. As our client base grows, we intend on hiring crews to assist.

Regarding design plans and specifications, I am proficient in the comprehension of all types of building and development plans. I understand survey details. I know how to shoot grades and I understand the emerging technology of Global Positioning and how it will change the way many construction practices are presently carried out.

Regarding my involvement in the Community, I served for three years as Board Chairman for CHANGES Parent Support Network, a Seattle based 501c(3) Not-for-Profit Organization helping Parents and troubled adolescents. I operated a Support Group in Gig Harbor for Parents of troubled teens in 1998-99. In Juneau, Alaska, I sat on the Mayors Task Force on Youth and operated a Parent Support Group. I feel strongly about the significance of Volunteerism and Community Involvement. For me, membership on the Gig Harbor Design Review Board would be a honor.

If you have any questions or concerns, please fell free to contact me anytime at 253-227-2022 or by e-mail at douggraves1@hotmail.com

Sincerely;

A handwritten signature in black ink, appearing to read "William Doug Graves", with a long, sweeping horizontal stroke extending to the right.

William Doug Graves

JOHN JERNEJCIC 3110 Judson St., PMB #144, Gig Harbor, WA 98335 (253) 857-4035

JernejcicJ@aol.com

2005 NOV 13 PM 3 32

20 December 2005

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

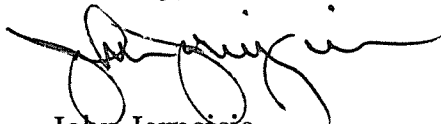
Re: Design Review Board Openings

To Whom It May Concern:

Since receiving a degree in architecture in 1974, I have spent my career working in commercial and residential design and construction. Most recently, I was the Senior Vice President of Construction for Atria Assisted Living, where I oversaw the complete development, design and construction of senior housing projects nationwide. In that capacity I worked closely with various architects and contractors, as well as numerous planning and building departments across the country. I have also designed and built a number of custom and spec homes, including my current residence here in Gig Harbor, which I built in 1992. I have been a Gig Harbor resident since 1987, and I recently became a licensed real estate agent, working out of a local brokerage. In addition, I am a member of The National Trust For Historic Preservation.

With my experience in design, construction, development (including entitlements) and real estate, and my interest in historic preservation, I believe I could serve the Gig Harbor community very well as a member of the Design Review Board. I would be very interested in discussing this position with you at your convenience. I can be reached at (253) 857-4035, or (253) 225-0006. Thank you for your consideration.

Sincerely,



John Jernejcic



- Application for Appointment -
City of Gig Harbor
Design Review Board

Name: JOHN JERNEJIC

Address: 3110 JUDSON ST. PMB#144 City: GIG HARBOR State: WA

Telephone: Home: (253) 851-4035
Other: (253) 225-0006

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

BACHELOR OF SCIENCE IN ARCHITECTURE;
ARCH DESIGN PROGRAM MANAGER; CONSTRUCTION PROGRAM MGR;
REAL ESTATE PROFESSIONAL; HOUSING DESIGN/CONSTRUCTION;
NATIONAL TRUST FOR HISTORIC PRESERVATION

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

30+ YEARS EXPERIENCE IN DEVELOPMENT, DESIGN AND
CONSTRUCTION. VERY CAPABLE OF READING AND INTER-
PRETING DESIGN AND CONSTRUCTION DOCUMENTS.

Signature: [Handwritten Signature] Date: 20 DEC 2009



- Application for Appointment -
City of Gig Harbor
Design Review Board

RECEIVED
CITY OF GIG HARBOR

DEC 09 2005

COMMUNITY
DEVELOPMENT

Name: CAROLINE SWOPE

Address: 1907 N. CEDAR ST City: TACOMA State: WA

Telephone: Home: 752-8848
Other: _____

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?
(check appropriate box(s))

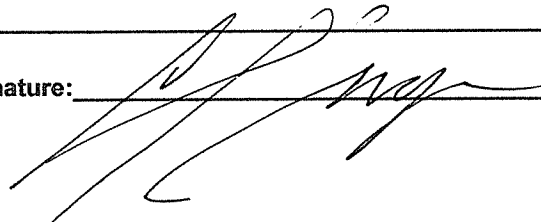
- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

please see letter
and C.V.

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

please see letter
and C.V.

Signature:  Date: 12/5/05

December 6, 2005

Caroline T. Swope
1907 N. Cedar St.
Tacoma, WA 98406

Kristin Moerler
Associate Planner
City of Gig Harbor
3510 Grandview
Gig Harbor, WA 98335

Dear Ms. Moerler,

This letter is to express my formal interest in serving on the Gig Harbor Historic Design Commission. My application is enclosed.

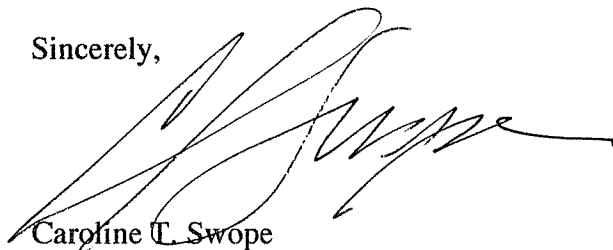
I hold a Masters in Historic Preservation, and a doctorate in Architectural History. My dissertation explored the commercial redevelopment of Leavenworth, WA and the complex issues of historic preservation, redevelopment, property rights, and design review implementation, that created the current commercial district. I have extensive background in working with small town design review boards and have consulted on historic preservation projects at both the local and national level. I also have experience working on architectural documentation projects, and preparing national, state, and local register nominations.

I have extensive experience in reading elevations, architectural prints, and site plans. Because I hold a B.A. in interior design, and a Masters in Historic Preservation, I have many years of drafting experience, and can quickly determine when a plan is incomplete, or when a detail drawing doesn't properly match the floor plan.

I am passionate about historic preservation, and the myriad of opportunities and challenges communities face while trying to maintain their unique identities in a world increasingly defined by MacDonald's and MacMansions. My breadth of professional and academic experience will serve Gig Harbor's Design Commission quite well.

I have enclosed an abbreviated copy of my CV, which highlights my experience. Please don't hesitate to call if you have any questions. I look forward to talking with you soon.

Sincerely,



Caroline T. Swope

CAROLINE T. SWOPE
1907 NORTH CEDAR ST.
TACOMA, WA 98406
253-752-8848
CSWOPE@SCCD.CTC.EDU

EDUCATION

- Ph.D., Art History, University of Washington, Seattle, Washington, March 2003
Major Areas: 19th Century American Art and Architectural History
Secondary Area: Native American Architecture
Dissertation: "Redesigning Downtown: The Creation of German Villages in American Small Towns"
- M.S.H.P., Historic Preservation, Ball State, Muncie, Indiana, May 1994
Major Areas: Architectural History and Community Planning
Thesis: "The Swope-Ludwig House: A Historic Structures Report of an 1860 Farmstead"
- B.A., Salem College, Winston-Salem, North Carolina, May 1992
Triple Major: Art History, History, and Interior Design
January term abroad, Spain, Portugal and Morocco, 1990
Summer term abroad, Florence, Italy, 1991

PUBLICATIONS

- Classic Houses of Seattle: High Style to Vernacular, 1870-1950.* Timber Press: Portland, Oregon, 2005.
- "Raising the Stakes: Manufactured Heritage, Coast Salish Identity and Casino Architecture." *Traditional Dwellings and Settlements Working Paper Series.* Vol. 106. 1998-1999.

PROFESSIONAL EXPERIENCE

- Independent Consultant for Historic Architectural Projects, 1999-present.
Determine suitability of new architectural additions, match new interior details, and research house histories and styles for residential structures.
- Project Historian, Historical Research Associates, Seattle, October 1999-August 2000.
Conducted primary research on historic buildings, inventoried sites, and composed client reports for historic structures.
- Project Historian, United States Department of the Interior, Historic American Building Survey and Historic American Engineering Record (HABS and HAER), Olympic National Park Project, Port Angeles, Washington, Summer 1999.
Researched primary sources in federal, park, and local archives to document the history of engineering structures in Olympic National Park.
- Independent Preservation Consultant, City of Tacoma, Washington, Summer 1995.
Helped city's historic preservation staff update and transfer existing paper files on historic neighborhoods to a central computerized file.
- Independent Architectural Consultant, Lexington Downtown Development Association, Lexington, Virginia, Summer 1994.
Compiled an architectural survey of more than one hundred buildings in the downtown business core. Completed state training in IPS (Integrated Preservation Software), the computer program developed for National Park Service heritage surveys.

- Independent Architectural Consultant, Fairmount, Indiana, December 1993-April 1994.
Prepared façade restoration drawings and advised on building renovations for a late 19th century community.
- Intern, Lexington Downtown Development Association, Lexington, Virginia, Summer 1993.
Prepared Federal Historic Tax Credit forms, designed brochures and publicity information, and organized fund-raisers. Attended two state Main Street conferences and design review board meetings for the city.
- Intern, Winston-Salem and Forsyth County, North Carolina Historic Preservation Officer, January 1992.
Developed design review guidelines for Historic Bethabra, an 18th century Moravian village and archaeological site. Attended city and county design review meetings. Updated office preservation files.

SELECTED TEACHING EXPERIENCE

- Instructor, Department of Art, Seattle Central Community College, April 2000-present.
Art 100: Art Appreciation
Art 105: Late 19th and Early 20th Century Art & Architecture
Art 251, 252, 253: Western Art & Architecture Survey (prehistoric to present)
Courses are focused on basic identification and the ability to actively synthesize information regarding historical, cultural, and artistic events.
- Instructor, Department of Art History, University of Washington, March 2001.
Art History 400C: Architecture of Washington State
Experimental new course, designed by me, which focused on architectural and social history of Washington State. Advanced students also completed H.S.R.'s on historic homes in the Ballard and Queen Anne Neighborhoods of Seattle.

PROFESSIONAL SERVICE AND ASSOCIATIONS

- Board Member, University of Washington Architectural Commission, Seattle, Washington, 1997-2000.
Reviewed and approved architectural projects at the University of Washington, Seattle and Tacoma campuses. Appointed by the Graduate and Professional Student Senate.
- Vice-President, Society of Architectural Historians, Marion Dean Ross Chapter, 1997-1999.
Worked with board of directors to stimulate interest in the architectural heritage of the Pacific Northwest and to organize the annual conference.
- Revitalization Studio for Fairmount, Indiana, Ball State University, Muncie, Indiana, Fall 1993.
Worked with a team of architects, landscape designers, and preservationists to compile and active revitalization handbook for the town. Surveyed the main commercial district, discussed streetscape, economics/grants, underutilized buildings, commerce, and tourism with community residents.
- Graduate Assistant, Ball State University, Department of Architecture, 1992-1993.
Responsible for the organization and daily operation of the University Drawing and Document Archives. Repaired and cleaned historic architectural drawings and models. Catalogued existing items and acquired new items for the collection. Provided research information for HABS-HAER documentation as well.



CLASSIC HOUSES OF SEATTLE

High Style to Vernacular, 1870-1950

CAROLINE T. SWOPE



November 26, 2005

Caroline T. Swope
1907 N. Cedar St.
Tacoma, WA 98406

Kristin Moerler
Associate Planner
City of Gig Harbor
3510 Grandview
Gig Harbor, WA 98335

Dear Ms. Moerler,

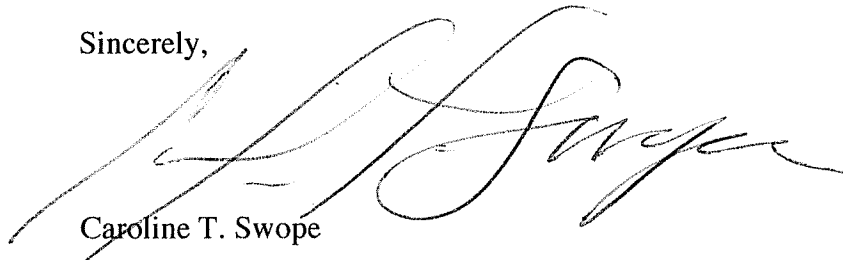
This letter is to express my interest in serving on the Gig Harbor Historic Design Commission. Ms. Sachon notified me of the position while I helped her determine style for many of the buildings within your historic district. We met while I was giving a lecture on my book, "Classic Houses of Seattle: High Style to Vernacular, 1870-1950."

I hold a Masters in Historic Preservation, and a doctorate in Architectural History. My dissertation explored the commercial redevelopment of Leavenworth, WA and the complex issues of historic preservation, redevelopment, property rights, design review implementation, and tourism that created the current commercial district. I have extensive background in working with small town design review boards and have consulted on historic preservation at both local and national levels. I also have experience working on architectural documentation projects, and preparing register nominations.

I am passionate about historic preservation, and the myriad of opportunities and challenges smaller communities face while trying to maintain their unique identities in a world increasingly defined by MacDonald's and MacMansions. I believe my breadth of professional and academic experience will serve Gig Harbor's Design Commission quite well.

I have enclosed a current copy of my CV for your examination. Please don't hesitate to call if you have any questions. I look forward to talking with you soon.

Sincerely,



Caroline T. Swope

RECEIVED
CITY OF GIG HARBOR
NOV 29 2005
COMMUNITY
DEVELOPMENT

CAROLINE T. SWOPE
1907 NORTH CEDAR ST.
TACOMA, WA 98406
253-752-8848
CSWOPE@SCCD.CTC.EDU

EDUCATION

- Ph.D., Art History, University of Washington, Seattle, Washington, March 2003
Major Areas: 19th Century American Art and Architectural History
Secondary Area: Native American Architecture
Dissertation: "Redesigning Downtown: The Creation of German Villages in American Small Towns"
- M.S.H.P., Historic Preservation, Ball State, Muncie, Indiana, May 1994
Major Areas: Architectural History and Community Planning
Thesis: "The Swope-Ludwig House: A Historic Structures Report of an 1860 Farmstead"
- B.A., Salem College, Winston-Salem, North Carolina, May 1992
Triple Major: Art History, History, and Interior Design
January term abroad, Spain, Portugal and Morocco, 1990
Summer term abroad, Florence, Italy, 1991

PUBLICATIONS

- Classic Houses of Seattle: High Style to Vernacular, 1870-1950.* Timber Press: Portland, Oregon, 2005.
- "Raising the Stakes: Manufactured Heritage, Coast Salish Identity and Casino Architecture." *Traditional Dwellings and Settlements Working Paper Series.* Vol. 106. 1998-1999.

PROFESSIONAL EXPERIENCE

- Preservation Consultant for ITM Associates, Bellevue, Washington, 2005
Determine suitability of new architectural additions, match new interior details, and research house histories and styles for residential and commercial structures.
- Independent Consultant for Historic Architectural Projects, 1999-present.
Determine suitability of new architectural additions, match new interior details, and research house histories and styles for residential structures.
- Project Historian, Historical Research Associates, Seattle, October 1999-August 2000.
Conducted primary research on historic buildings, inventoried sites, and composed client reports for historic structures.
- Project Historian, United States Department of the Interior, Historic American Building Survey and Historic American Engineering Record (HABS and HAER), Olympic National Park Project, Port Angeles, Washington, Summer 1999.
Researched primary sources in federal, park, and local archives to document the history of engineering structures in Olympic National Park.
- Independent Preservation Consultant, City of Tacoma, Washington, Summer 1995.
Helped city's historic preservation staff update and transfer existing paper files on historic neighborhoods to a central computerized file.

Independent Architectural Consultant, Lexington Downtown Development Association, Lexington, Virginia, Summer 1994.

Compiled an architectural survey of more than one hundred buildings in the downtown business core. Completed state training in IPS (Integrated Preservation Software), the computer program developed for National Park Service heritage surveys.

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Prepared façade restoration drawings and advised on building renovations for a late 19th century community.

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Prepared Federal Historic Tax Credit forms, designed brochures and publicity information, and organized fund-raisers. Attended two state Main Street conferences and design review board meetings for the city.

Intern, Winston-Salem and Forsyth County, North Carolina Historic Preservation Officer, January 1992.

Developed design review guidelines for Historic Bethabara, an 18th century Moravian village and archaeological site. Attended city and county design review meetings. Updated office preservation files.

Intern, Brookgreen Gardens Museum, Murrells Inlet, South Carolina, August 1991.

Worked on sculpture maintenance and conservation, and helped organize research files for the staff art historian. Researched background information for new acquisitions. Helped research material for their catalogue of works, Brookgreen Gardens Sculpture, Volume II.

TEACHING EXPERIENCE

Instructor, Department of Art, Seattle Central Community College, April 2000-present.

Art 100: Art Appreciation

Art 105: Late 19th and Early 20th Century Art & Architecture

Art 251, 252, 253: Western Art & Architecture Survey (prehistoric to present)

Courses are focused on basic identification and the ability to actively synthesize information regarding historical, cultural, and artistic events.

Instructor, Department of Art History, University of Washington, March 2001.

Art History 400C: Architecture of Washington State

Experimental new course, designed by me, which focused on architectural and social history of Washington State. Advanced students also completed H.S.R. 's on historic homes in the Ballard and Queen Anne Neighborhoods of Seattle.

Instructor, Department of English, University of Washington, 1999-2000.

English 197: Writing (linked with the Art History survey)

Designed and taught course focused on writing skills associated with art history.

Reader, Department of Art History, University of Washington, Spring Quarter 1998.

Art/Architectural History 488: American Architecture

Administered and graded all midterms and finals.

Teaching Assistant, Department of Art History, University of Washington, 1996-2000.

Art History 202 (Medieval-Renaissance), 203 (Baroque-Modern), 205 (Tribal), 206 (Native American), and Writing Center

Responsible for assisting introductory level surveys of art history for approximately 70 students per quarter. Worked with a team of teaching assistants to develop paper assignments, tests, and additional curriculum material. As the Writing Center T.A. I was responsible for helping more than 200 students with their grammar and composition skills. Student skill levels ranged from ESL to advanced art history majors.

Graduate Student Teaching Coordinator for Art History, University of Washington, Seattle, 1996-1998.
Responsible for training all graduate teaching assistants for the Art History department and for organizing several workshops on enhancing teaching effectiveness.

Graduate Research Assistant, Department of Art History, University of Washington, Fall 1995.
Developed and launched course website.

Graduate Assistant, Department of Architecture, Ball State University, 1993-1994.
Prepared teaching materials for undergraduate and graduate architectural history courses. Developed summary sheets, tests, and lecture presentations. Also responsible for researching new lecture materials.

CONFERENCE PAPERS

“Casino Games: Created Culture and Coast Salish Identity” Society of Architectural Historians, Marion Dean Ross Chapter, Bellingham, Washington, October 8, 2005.

“Round Barn Road: Agriculture, Education, Industry and the Development of American Round Barns.” Society of Architectural Historians, National Meeting, Providence, Rhode Island, April 15, 2004

“Go Abroad This Year: Visiting Germany in the United States.” Society of Architectural Historians, Marion Dean Ross Chapter, Victoria, Canada, October 4, 2003.

“Raising the Stakes: Manufactured Heritage, Coast Salish Identity and Casino Architecture.” International Association of Traditional Environments (IASTE), Cairo, Egypt, December 17, 1998.

“The History of American Round Barns.” Society of Architectural Historians, Marion Dean Ross Chapter, Ashland, Oregon, October 7, 1995.

PROFESSIONAL SERVICE AND ASSOCIATIONS

Board Member, University of Washington Architectural Commission, Seattle, Washington, 1997-2000.
Reviewed and approved architectural projects at the University of Washington, Seattle and Tacoma campuses. Appointed by the Graduate and Professional Student Senate.

Vice-President, Society of Architectural Historians, Marion Dean Ross Chapter, 1997-1999.
Worked with board of directors to stimulate interest in the architectural heritage of the Pacific Northwest and to organize the annual conference.

Co-Chair of the Graduate Students of Art History Annual Colloquium: “Form and Function: essays on aesthetics and utility in art,” University of Washington, Seattle, Washington, May 1995-April 1996.
Acquired keynote speaker, raised funds, sent out the call for papers and selected abstracts.

Revitalization Studio for Fairmount, Indiana, Ball State University, Muncie, Indiana, Fall 1993.
Worked with a team of architects, landscape designers, and preservationists to compile and active revitalization handbook for the town. Surveyed the main commercial district, discussed streetscape, economics/grants, underutilized buildings, commerce, and tourism with community residents.

Graduate Assistant, Ball State University, Department of Architecture, 1992-1993.
Responsible for the organization and daily operation of the University Drawing and Document Archives. Repaired and cleaned historic architectural drawings and models. Catalogued existing items and acquired new items for the collection. Provided research information for HABS-HAER documentation as well.

College Art Association, 1996-present

Society of Architectural Historians, National and Marion Dean Ross Chapter, 1997-present

Vernacular Architecture Forum, 1996-present

Ballard Historical Society, 1998-2002
Chair of Old Homes Committee 1998-2000
Vice President 1999-2000
President 2000-2001

Tacoma Historical Society, 2005-

HONORS

Professional Development Grant, Seattle Central Community College, 2005

President's Professional Development Fund, Seattle Central Community College, 2003.

Professional Development Grant, Seattle Central Community College, 2003.

Luce Fellowship in American Art, Luce Foundation, 2000.

Huckabay Fellowship, Graduate School, University of Washington, 1998-1999.

Fowler Fellowship, Graduate School, University of Washington, 1998.

School of Art Special Projects Award, University of Washington, 1998.

Department of Art Special Projects Award, University of Washington, 1998.

Recruitment Fellowship, Art Department, University of Washington, 1994-1995.

President's Award for Art, Salem College, 1992.

SPEAKING ENGAGEMENTS

"Identifying Your Home Style"
Tacoma Public Library, Authors Live Series, November 5, 2005

"Classic Houses of Seattle"
University of Washington Book Store, Seattle, November 1, 2005

"Stylistic Interpretations and Seattle Housing Stock"
South West Seattle Historical Society, October 27, 2005

"Classic Houses of Seattle: High Style to Vernacular & Seattle's Bungalow Magazine"
Seattle Public Library, Main Library, October 11, 2005

"Classic Houses of Seattle & Your Historic Home"
Ballard Historical Society, October 5, 2005

"Identifying the Period and Architectural Style of Your House"
Ballard Historical Society, Seattle, Washington, October 30, 2003, February 5, 2001, February 8, 2000, and February 24, 1999.

Clallam County Historical Society, Port Angeles, Washington, April 28, 2002 and April 7, 2001

“How to Research the History of Your Old Home”

Ballard Historical Society, Seattle, Washington, April 30, 2003

“Period Interiors from the Late 19th Century to the Early 20th Century”

Ballard Historical Society, Seattle, Washington, March 7, 2000.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE RELATING TO ANNEXATION
AND ZONING - RAINBOW BURNHAM ANNEXATION (ANX 04-03)
DATE: JANUARY 23, 2006

INFORMATION/BACKGROUND

The City received a complete Notice of Intention to Commence Annexation Proceedings for a proposal to annex approximately 34.32 acres of property located west of Burnham Drive NW, north of 96th Street NW, and east of SR-16 adjacent to the existing City limits. At the June 13, 2005 meeting, the City Council accepted the notice of intention and authorized the circulation of an annexation petition.

The City received a petition for annexation on June 28, 2005, which was subsequently certified by the Pierce County Office of the Assessor-Treasurer on July 13, 2005 as being legally sufficient.

At the conclusion of a public hearing on October 24, 2005, the Council passed Resolution No. 655 accepting the annexation petition and referred the annexation to the Pierce County Boundary Review Board for consideration. The Boundary Review Board deemed the annexation approved on December 21, 2005.

Adoption of an ordinance annexing the property and establishing zoning is in order. The City Attorney has reviewed and approved the attached ordinance for your consideration.

POLICY CONSIDERATIONS

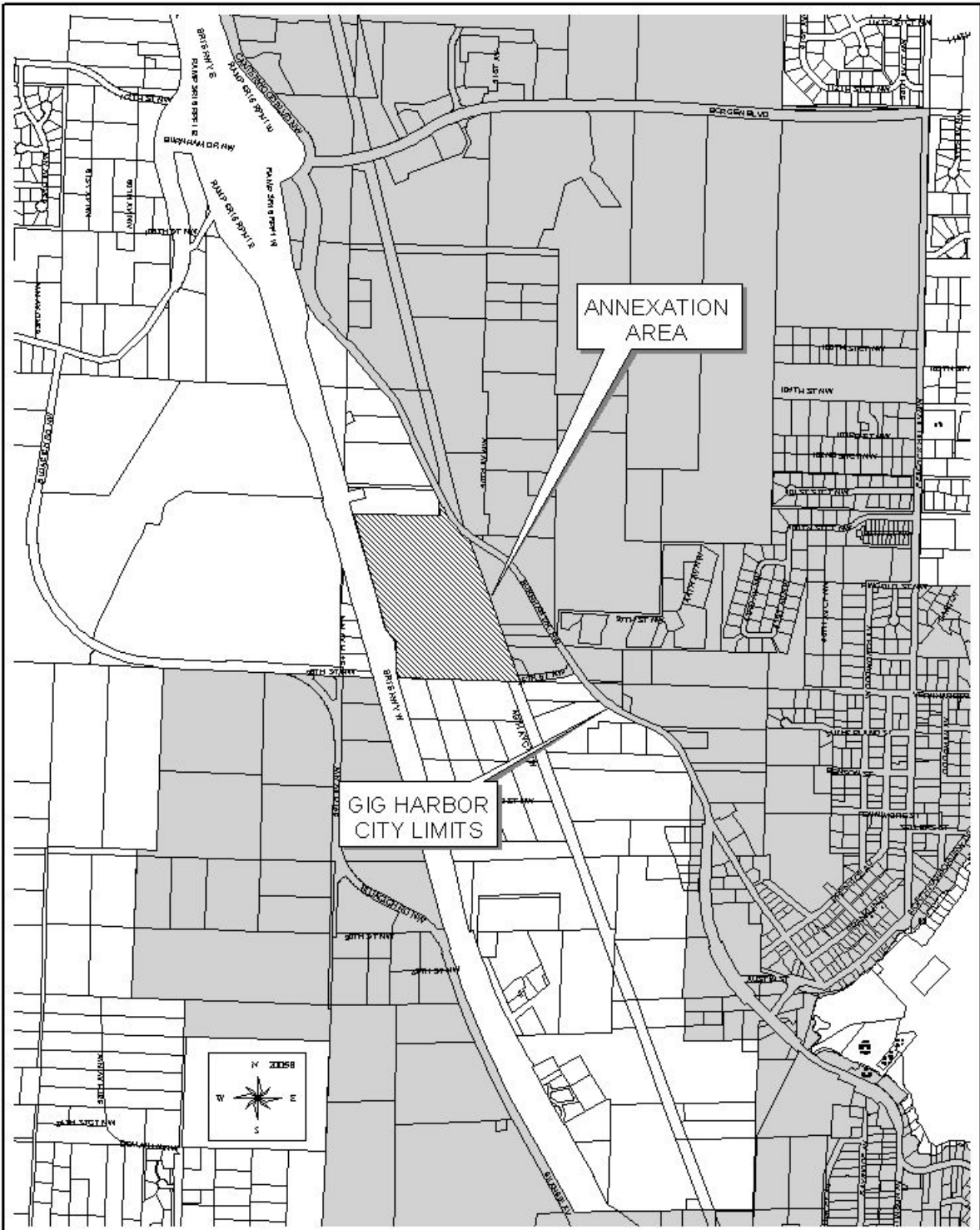
None.

FISCAL IMPACT

None.

RECOMMENDATION

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



VICINITY MAP
 RAINBOW BURNHAM LLC (ANX 04-03)



Pierce County

Boundary Review Board

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7156 • FAX (253) 798-3680

December 21, 2005

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

RE: Proposed Annexation to City of Gig Harbor – “Rainbow Burnham” A-05-11

Dear Mr. Vodopich:

The forty-five (45) day period has elapsed since the Notice of Intention was officially filed with the Pierce County Boundary Review Board on November 1, 2005, and the Board’s jurisdiction has not been invoked.

Accordingly, as provided by RCW 36.93.100, the subject proposal is deemed approved by the Boundary Review Board.

The City of Gig Harbor needs to submit a certified copy of its final ordinance, along with the attached legal description, formally extending its boundaries to accomplish completion of the proposal. The ordinance should come directly to the Boundary Review Board for distribution to all concerned County departments.

Sincerely,

A handwritten signature in cursive script that reads "Toni Fairbanks".

Toni Fairbanks
Chief Clerk

F:\clerk\brb\annexations\GH Rainbow Burnham.doc
Enclosure



Printed on recycled paper

Exhibit A
Rainbow Burnham Annexation Legal Description ANX 04-03

PIERCE COUNTY PLANNING
& LAND SERVICES

APR 04 2005

PIERCE COUNTY

EXHIBIT "A"

PERIMETER DESCRIPTION:

COMMENCING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M AT A POINT 259.10 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT; THENCE WEST ALONG SAID SOUTH LINE 90 FEET; THENCE NORTHEASTERLY TO A POINT ON THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST WHICH IS 70 FEET NORTH OF THE SOUTH LINE OF SAID TRACT AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST TO THE EAST LINE OF THE TACOMA-CUSHMAN POWER LINE RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 31; THENCE WEST ALONG SAID SOUTH LINE TO THE EASTERLY MARGIN OF STATE ROUTE 16; THENCE NORTHWESTERLY ALONG SAID EASTERLY MARGIN TO INTERSECT THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF THE CITY OF TACOMA TRANSMISSION LINE RIGHT OF WAY; THENCE NORTH ALONG SAID WEST LINE TO THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS OF RECORD.

SITUATE IN PIERCE COUNTY, STATE OF WASHINGTON.

**CITY OF GIG HARBOR
ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY THIRTY-FOUR (34) ACRES OF PROPERTY LOCATED WEST BURNHAM DRIVE NW, NORTH OF 96TH STREET NW, AND EAST OF HIGHWAY 16, LOCATED IN PIERCE COUNTY (ANX 04-03), ADOPTING MEDIUM-DENSITY RESIDENTIAL (R-2) ZONING, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.

WHEREAS, on February 29, 2005, the City of Gig Harbor received a Notice of Intent to Annex approximately thirty-four (34) acres of property located west Burnham Drive NW, north of 96th Street NW, and east of Highway 16, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS, on June 13, 2005, the City Council met with the initiators of the petition and voted (Picinich/Ekberg, 4-2-0) to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Medium-Density Residential (R-2) zoning and requiring that the property owners assume all of the existing indebtedness of the area being annexed; and

WHEREAS, on June 28, 2005, a petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B was received by the City; and

WHEREAS, on July 13, 2005, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B; and

WHEREAS, On September 1, 2005, the applicant submitted of a wetland analysis report for the subject property pursuant to GHMC Section 18.08.090; and

WHEREAS, the property described in Exhibit A and graphically depicted on Exhibit B and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in December, 2004, established the land use map designation for this area as Residential Low, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation zoning of Medium-Density Residential (R-2) being applied to the property described in Exhibit A and graphically depicted on Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation of Residential Low; and

WHEREAS, on October 24, 2005, the City Council, following a public hearing on the annexation petition, the voted to City Council declare its intent to authorize and approve the annexation and the proposed pre-annexation Medium-Density Residential (R-2) zoning for the area described in Exhibit A and graphically depicted on Exhibit B, subject to Boundary Review Board approval; and

WHEREAS, on October 26, 2005, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on November 8, 2005, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing

date as November 1, 2005, initiated the forty-five (45) day review period, and noted that the period during which jurisdiction could be invoked would expire on December 16, 2005; and

WHEREAS, on December 21, 2005, the Pierce County Boundary Review Board issued a written decision approving the annexation of the property as described and graphically depicted in Exhibit A; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting's of January 9 and 23, 2006; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately thirty-four (34) acres of property located west Burnham Drive NW, north of 96th Street NW, and east of Highway 16, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately thirty-four (34) acres of property located west Burnham Drive NW, north of 96th Street NW, and east of Highway 16, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and

B. All property within the area described in Exhibit A and graphically depicted on Exhibit B shall be zoned as Medium-Density Residential (R-2), in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Community Development Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established in Section 1.

Section 3. The Gig Harbor City Clerk hereby declares the property described and graphically depicted in Exhibit A to be contiguous with the boundaries of the City of Gig Harbor.

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this _____ day of _____ 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY:_____

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

Exhibit A
RAINBOW BURNHAM LLC ANNEXATION (ANX 04-03)
LEGAL DESCRIPTION

PIERCE COUNTY PLANNING
& LAND SERVICES

APR 04 2005

PIERCE COUNTY

EXHIBIT "A"

PERIMETER DESCRIPTION:

COMMENCING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M AT A POINT 259.10 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT; THENCE WEST ALONG SAID SOUTH LINE 90 FEET; THENCE NORTHEASTERLY TO A POINT ON THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST WHICH IS 70 FEET NORTH OF THE SOUTH LINE OF SAID TRACT AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST TO THE EAST LINE OF THE TACOMA-CUSHMAN POWER LINE RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 31; THENCE WEST ALONG SAID SOUTH LINE TO THE WESTERLY MARGIN OF STATE ROUTE 16; THENCE NORTHWESTERLY ALONG SAID WESTERLY MARGIN TO INTERSECT THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF THE CITY OF TACOMA TRANSMISSION LINE RIGHT OF WAY; THENCE NORTH ALONG SAID WEST LINE TO THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS OF RECORD.

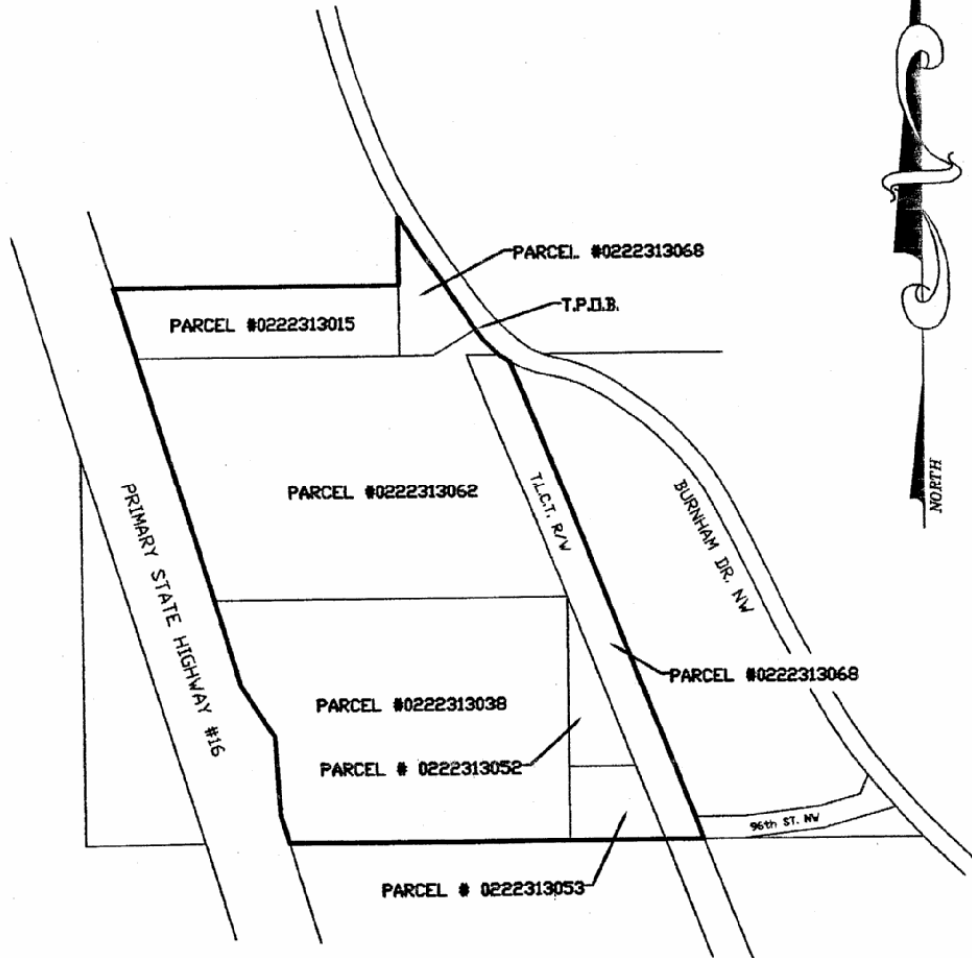
SITUATE IN PIERCE COUNTY, STATE OF WASHINGTON.

Exhibit B
RAINBOW BURNHAM LLC ANNEXATION (ANX 04-03)
ANNEXATION AREA MAP

APR 04 2005

PIERCE COUNTY

EXHIBIT "B"



GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE RELATING TO
EXTENSIONS OF WATER AND SEWER SERVICE, AMENDING
GIG HARBOR MUNICIPAL CODE SECTION 13.34.070.
DATE: JANUARY 23, 2006

INFORMATION/BACKGROUND

The City Council deferred action on an outside utility extension request from Mark Veitenhans at the October 10, 2005 meeting. At that time, the City Attorney suggested an amendment to the ordinance relating to utility extensions to address issues discussed at the meeting.

The proposed revisions clarify under what circumstances and what conditions it is appropriate to extend water and sewer services outside the city limits.

RECOMMENDATION

I recommend approval of the Ordinance as presented at this second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO EXTENSIONS OF WATER AND SEWER OUTSIDE CITY LIMITS AND OUTSIDE THE CITY'S URBAN GROWTH AREA, AS NECESSARY TO PROTECT BASIC PUBLIC HEALTH, SAFETY, WELFARE AND THE ENVIRONMENT, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.34.070.

WHEREAS, the Growth Management Act provides that it is “not appropriate” for cities to extend or expand “urban governmental services” into 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)); and

WHEREAS, the City of Gig Harbor has incorporated this language into chapter 13.34 of the Gig Harbor Municipal Code, which allows such extensions for municipal corporations or quasi-municipal corporations (GHMC Section 13.34.070); and

WHEREAS, the City Council desires to amend the code to allow private individuals to take advantage of the benefits of GHMC Section 13.34.070, on condition of compliance with all requirements of RCW 36.70A.110(4)); and

WHEREAS, the SEPA Responsible Official issued a threshold decision of non-significance on November 3, 2005, which was not appealed; and

WHEREAS, a copy of this Ordinance was sent to the Washington State Department of Community Trade and Development on October 25, 2005, pursuant to RCW 36.70A.160; and

WHEREAS, the Washington State Department of Community Trade and Development provided comment on the draft Ordinance in a letter dated November 30, 2005 suggesting, in part, that the city distinguish between water service and sewer service to reflect the distinction contained in the GMA.

WHEREAS, the draft Ordinance was subsequently revised and resubmitted to the Washington State Department of Community Trade and Development for review on December 19, 2005

WHEREAS, the Gig Harbor City Council held a public hearing and considered this Ordinance at first reading on January 9, 2006; and

WHEREAS, the Gig Harbor City Council voted to approve this Ordinance during the second reading on January 23, 2006; Now, Therefore,

BE IT ORDAINED by the City Council of the City of Gig Harbor, Washington as follows:

Section 1. Section 13.34.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.34.070 Extensions for public health, safety or environmental reasons.

A. Municipal corporations or quasi-municipal corporations such as water, sewer or fire districts may make application for expansion or extensions of water or sewer service to their property outside the city urban growth area boundary if, in addition to all other requirements of this title, the applicant can demonstrate all of the following:

1. the expansion or extension is necessary to protect basic public health, safety and ~~for~~ the environment; and

2. the expansion or extension is financially supportable at rural densities; and

3. the expansion or extension does not permit urban development.

This showing may include, among other documentation, an emergency order issued by the Department of Ecology relative to any sewer extension request.

B. Owners of property located outside the city urban growth area boundary may make application for expansion or extension of water service to their property outside the city urban growth area boundary if, in addition to all other requirements of this title, the applicant can demonstrate all of the following:

1. the expansion or extension is necessary to protect basic public health, safety and the environment; and
2. the expansion or extension is financially supportable at rural densities; and
3. the expansion or extension of water service is into an area identified to be within the City's Water Service Area; and
4. the expansion or extension does not permit urban development.

B.C. The city council shall review the application and may, in its sole discretion, allow the extension or expansion of water service if the council finds:

1. That the requested service is necessary to protect basic public health and safety and the environment;
2. That the requested service is financially supportable at rural densities and does not permit urban development;
3. That the extension or expansion 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).

D. The city council shall review the application and may, in its sole discretion, allow the extension or expansion of sewer service if the council finds:

1. That the City's NPDES permit will not be affected by the extension or expansion; and
2. That the extension or expansion is consistent with the goals of the City's sewer comprehensive plan and all other applicable law,

including, but not limited to, the State Environmental Policy Act (Chapter 42.31C RCW).

¶ E. The Council's approval of any extension or expansion under the criteria in subsection A and B of this section may be conditioned. Such conditions may include, but shall not be limited to, 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 the responsibility to maintain and operate its own facilities.

~~4. Any other conditions the council considers appropriate.~~

Section 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this 23rd day of January, 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:

CITY ATTORNEY, CAROL A. MORRIS

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
DATE PUBLISHED:
DATE EFFECTIVE:



COMMUNITY DEVELOPMENT DEPARTMENT



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUBLIC HEARING AND FIRST READING OF ORDINANCE
– REQUEST FOR PUBLIC ALLEY VACATION
DATE: JANUARY 23, 2006

INTRODUCTION/BACKGROUND

On December 12, 2005, City Council approved Resolution 659 setting January 9, 2006 as the date to hear public testimony regarding the requested alley vacation initiated by Mr. Wayne Willis and the Ross Building Condominium Association. The City Council continued the public hearing until January 23, 2006. The City received a petition on November 21, 2005 from Mr. Mario Parisio, legal representative to the Petitioner, to vacate a portion of a public alley in the F.H. Adams Addition located adjacent to 3010 Harborview Drive, owned by Wayne Willis and the Ross Building Condominium Association as shown on exhibits A and B on the attached ordinance in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the public alley abutting lots 8, 9 and 10 to the north and lots 12 and 13 to the south, all in F.H. Adams Addition, located adjacent to 3010 Harborview Drive. The Petitioner and the City were not aware of the public alley when the building permit was approved as the alley was not identified on the Pierce County Assessor's maps. The improvements have been constructed and encroach into the public alley. The need for the vacation came about after the Petitioner applied for revisions to the condominium property. To address the problem, and in exchange for the vacation of this portion of the alley, the Petitioner has agreed to dedicate to the City a 20-ft. easement to be located to the south of the existing 15-ft. public alley requesting to be vacated. The 20-ft. easement, as proposed does not impact or eliminate the existing 5 parking stalls. The Petitioner also agrees to dedicate a 15-ft. easement for storm drain maintenance and repair. Future access to the abutting properties will utilize the new 20-ft. easement provided by the Petitioner. This easement that the City is accepting provides substantially the same access as the easement that the City is vacating.

The City does not need the existing easement for use in the City's street system, nor does it contribute to traffic circulation. This vacation request will not eliminate public access to the abutting property.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

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



Harlowe & Hitt LLP

Mario D. Parisio
Attorney at Law
Licensed in *Arizona*
and *Washington*
Direct - (253) 284-4414
mparisio@harlowehitt.com

November 21, 2005

Mr. David Brereton
Director of Operations
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

RE: PETITION TO VACATE ALLEY

Mr. Brereton:

This firm represents Mr. Wayne Willis and the Ross Building Condominium Association (the "Petitioner"). In such capacity and on behalf of the Petitioner, please accept this letter as a petition, pursuant to Gig Harbor Municipal Code Section 12.14.002 to vacate that portion of the alley lying between and abutting Lots 8, 9 and 10 (to the North) and Lots 12 and 13 (to the South), all in F.H. Adams Addition, according to Plat thereof recorded in Book 13 of Plats, Pages 54 and 55, records of Pierce County. A more detailed legal description of the alley that Petitioner seeks to have vacated is enclosed, as prepared, stamped, and signed by Kenneth P. Giske, of KG Land Consultants. Petitioner is the owner of Lots 8, 9, 12 and 13.

This alley has never been improved or used as a public conveyance. Upon the vacation of the alley, the Petitioner is granting a private easement to the adjoining property owner to the East, and an easement to the City of Gig Harbor for the storm sewer on the property.

Also enclosed is our check in the amount of \$150, representing the prehearing fee required pursuant to Gig Harbor Municipal Code Section 12.14.004.

Please advise if you need additional information. If no additional information is needed, please advise when this will go to the City Council to set a hearing date.

Thank you for your assistance with this process.

Sincerely,

Mario D. Parisio

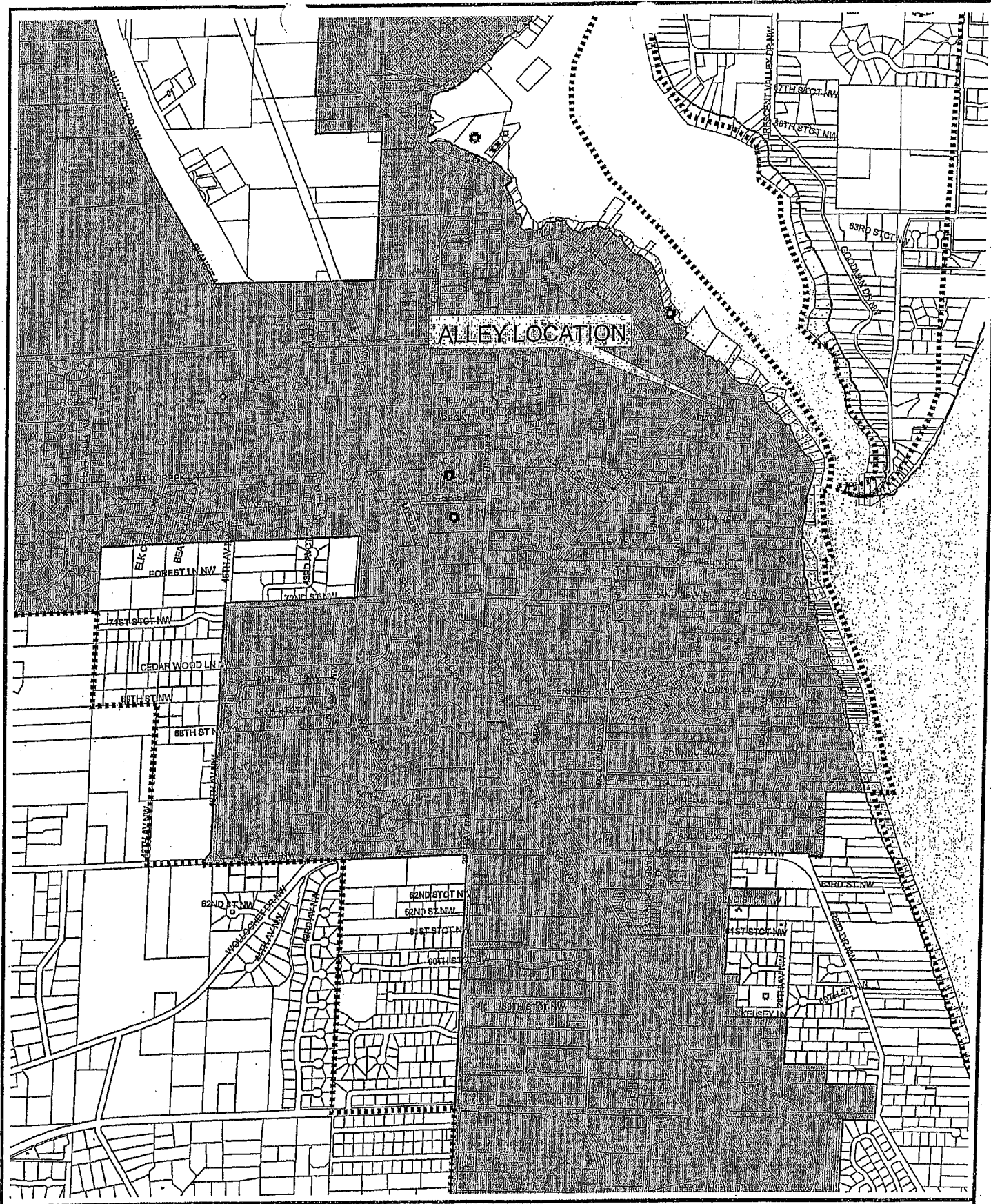
Enclosures

cc: Wayne B. Willis

[1015487]

RECEIVED

CITY-CASHDRWR/Jaci
Willis Enterprises NOV 27 2005
CR Batch 028.11.2005
Date 11/28/2005 CITY OF GIG HARBOR
0052820 150.00 OPERATIONS & ENGINEERING
Cash 0.00
Check 150.00
Credit 0.00



WILLIS/ROSS ALLEY VACATION
VICINITY MAP

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, VACATING A PUBLIC ALLEY BETWEEN AND ABUTTING LOTS 8, 9 AND 10 (TO THE NORTH) AND LOTS 12 AND 13 (TO THE SOUTH), ALL IN F.H. ADAMS ADDITION, COMMONLY KNOWN AS 3010 HARBORVIEW DRIVE, LOCATED IN GIG HARBOR, WASHINGTON.

WHEREAS, Wayne Willis and the Ross Building Condominium Association applied for a building permit for the construction of a third-story addition, located at 3010 Harborview Drive, Gig Harbor, Washington 98335 (hereinafter the "Property"); and

WHEREAS, the building permit application did not show that there was a public alley adjacent to the Property; and

WHEREAS, the public alley was not identified on the Pierce County Assessor's maps, and as a result, neither the City nor the applicant was aware of the alley when the building permit was approved; and

WHEREAS, after the improvements shown on the building permit were constructed, the City and Mr. Willis learned that the improvements encroach into the public alley; and

WHEREAS, in order to address this problem, Mr. Willis has agreed to dedicate a twenty-foot easement to the City for ingress/egress, and a fifteen foot easement for storm water facilities maintenance and operation, which will be located to the south of the existing public alley, and in exchange, Mr. Willis has requested that the City vacate its easement on the existing fifteen-foot public alley; and

WHEREAS, on November 21, 2005, Mr. Willis and the Ross Building Condominium

Association submitted a street vacation petition to the City, requesting that the City vacate the public alley; and

WHEREAS, the City Community Development Director stated that the exchange of easements would not eliminate any required parking for the uses existing on the property; and

WHEREAS, the City Engineer stated that the public alley to be vacated was used for access to the parking on the property, and was not needed as part of the City's street system, nor would it be needed in the future as part of the City's street system; and

WHEREAS, the City Engineer also stated that the new easement provided by the property owner would provide substantially the same ingress and egress to the parking on the property as the existing public alley; and

WHEREAS, on December 12, 2005, the City Council approved Resolution No. 659, establishing January 9, 2006 as the date for the receipt of public testimony on the requested alley vacation; and

WHEREAS, on January 9, 2006, the City Council continued the public hearing until January 23, 2006, and on that date the hearing was held on the alley vacation; and

WHEREAS, on January 23, 2006, the City Council agreed to approve the alley vacation in exchange for the easement offered by Mr. Willis, and the Council further accepted this Easement; Now, Therefore,

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. The City Council finds that the public alley abutting lots 8, 9 and 10 to the north and lots 12 and 13 to the south, all in F.H. Adams Addition, located adjacent to 3010 Harborview Drive, which is legally described in Exhibit A, (attached hereto and by this

reference incorporated herein), shall be vacated in exchange for the dedication of the above-described easements from Wayne and Helen Willis and the Ross Building Condominium Association. The Council acknowledges the dedication of these easements in the Easement Agreement dated January 23, 2006 and signed by the property owners described above.

Section 2. The City Clerk is hereby directed to record a certified copy of this Ordinance with the Office of the Pierce County Auditor.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2006.

CITY OF GIG HARBOR

By: _____
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

AFTER RECORDING, RETURN TO:

**The City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335**

Document Title: **EASEMENT AGREEMENT**

Grantor: Wayne Willis and Helen Willis, husband and wife and the Ross Building Condominium Association

Grantee: City of Gig Harbor

Legal Description: LOTS 8, 9, 12, 13 OF "F.H. ADAMS ADDITION," ACCORDING TO PLAT RECORDED IN BOOK 13 OF PLATS, AT PAGES 54 AND 55 IN PIERCE COUNTY, WASHINGTON, EXCEPT THE SOUTH 130.00 FT. OF SAID LOT 24.

Property Tax Parcel No.: 7283000-001 thru 006-0

Reference No. of Documents Assigned or Released: _____

EASEMENT AGREEMENT

THIS INSTRUMENT, executed this date by and between the City of Gig Harbor, a Washington municipal corporation (the "City" herein), and Wayne Willis and Helen Willis, husband and wife and the Ross Building Condominium Association, a non-profit corporation organized under the laws of the State of Washington (the "Owners" herein):

WITNESSETH:

WHEREAS, on December 5, 2001, Wayne Willis applied for a building permit for the construction of a three story addition on the Willis Marketing Building, located at 3010 Harborview Drive, Gig Harbor, Washington 98335 (hereinafter the "Property"); and

WHEREAS, the building permit application did not show that there was a public alley adjacent to the Property; and

WHEREAS, the public alley was not identified on the Pierce County Assessor's maps, and as a result, neither the City nor the applicant was aware of the alley when the building permit was approved; and

WHEREAS, after the improvements shown on the building permit were constructed, the City and Mr. Willis learned that the improvements encroach into the public alley; and

WHEREAS, in order to address this problem, Mr. Willis has agreed to dedicate a ingress/egress/utility easement of twenty feet to the City as well as dedicate a fifteen foot easement for storm water to the City, which will be located to the south of the existing public alley, and in exchange, Mr. Willis has requested that the City vacate its easement on the existing fifteen-foot public alley; and

WHEREAS, on November 21, 2005, Mr. Willis and the Ross Building Condominium Association submitted a street vacation petition to the City, requesting that the City vacate the public alley; and

WHEREAS, on December 12, 2005, the City Council approved Resolution No. 659, establishing January 9, 2006 as the date for the receipt of public testimony on the requested alley vacation; and

WHEREAS, on January 9, 2006, the City Council continued the public hearing until January 23, 2006, and on that date the hearing was held on the alley vacation; and

WHEREAS, on January 23, 2006, the City Council agreed to approve the alley vacation in exchange for the easement offered by Mr. Willis, and the Council further accepted this Easement;

WHEREAS, the Owners own a fee simple and/or have a substantial beneficial interest in the following real property, known as 3010 Harborview Drive, Gig Harbor, Washington, 98335, and which is legally described as follows [hereinafter the "Property"]:

LOTS 8, 9, 12, 13 OF "F.H. ADAMS ADDITION," ACCORDING TO PLAT RECORDED IN BOOK 13 OF PLATS, AT PAGES 54 AND 55 IN PIERCE COUNTY, WASHINGTON, EXCEPT THE SOUTH 130.00 FT. OF SAID LOT 24.

NOW, THEREFORE, the parties hereto agree as follows:

T E R M S

Section 1. Consideration. In consideration of the above and the City's granting of a street vacation for the public alley abutting lots 8, 9 and 10 to the north and lots 12 and 13 to the south of the F.H. Adams Addition, located adjacent to Harborview Drive, Owners hereby convey and warrant to the City, two perpetual, nonexclusive easements, for the following purposes:

A. Ingress, Egress and Utilities: The Owners hereby convey and warrant to the City a perpetual, nonexclusive easement of twenty (20) feet, under, over, through and across the Property as described in Section 2(A) below, for the purposes of public ingress, egress, and all uses associated with such public access, including the installation, construction, reconstruction, maintenance, operation and repair of all utilities owned and operated by the City.

B. Storm Water. The Owners hereby convey and warrant to the City a perpetual, nonexclusive easement of fifteen (15) feet, under, over, through and across the Property as described in Section 2(B) below, for the purposes relating to the operation, installation, construction, reconstruction, maintenance, and repair of the storm water drainage facilities owned and operated by the City.

Section 2. Legal Description of Easement. The legal description of the Easements conveyed and granted to the City by the Owners are:

A. Ingress, Egress and Utilities: The legal description is attached hereto as Attachment A and by this reference is incorporated herein. A map of the easement is

attached hereto as Easement Map A and by this reference is incorporated herein.

B. Storm Water. The legal description is attached hereto as Attachment B and by this reference is incorporated herein. A map of the easement is attached hereto as Easement Map B and by this reference is incorporated herein.

Section 3. Conditions. This Easement Agreement is subject to and conditioned upon the following terms and covenants, which both parties promise to faithfully and fully observe and perform:

A. Responsibility to Repair Damage. The City shall, upon completion of any work within the Property covered by the easement, restore the surface of the Easements, and any improvements on the Property not owned by the City, disturbed, damaged or destroyed during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City. However, the City shall not be required to restore any such improvements installed and/or constructed on the Easements by the Owners subsequent to execution of this Easement Agreement, and as otherwise provided in paragraph "B" below.

B. Limitations on Owners. The Owners shall retain the right to use the surface of the Easements. However, the Owners shall not directly or indirectly have the right to:

- (1). Erect or install, or cause to be erected or installed, any buildings, structures, pavement, or facilities within the Easements; or
- (2). Plant, or cause to be planted, any additional trees, shrubs, or vegetation with deep root patterns which may cause damage to or interfere with the drainage system located within the Easements; or
- (3). Develop, landscape, or beautify, or cause to be developed, landscaped, or beautified, the Easement area in any way that would unreasonably increase the costs to the City of restoring the Easements or restoring any Owner-caused or Owner authorized improvements therein; or
- (4). Grant any additional or subsequent easement inconsistent with the rights of the City as granted herein. The City shall make the final determination whether any proposed subsequent easement is inconsistent with the City's Easements.

C. Notice of Entry. The Owners, their successors and assigns, shall allow access to the Easements by the City, without the City having to give prior notice of its intent to access the Easements.

Section 4. Indemnification, Hold Harmless. The Owners hereby release, covenant not to bring suit and agree to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, losses or suits including attorneys' fees, awards or liabilities to any person arising out of or in connection with this Easement, except for injuries or damages caused by the sole negligence of the City.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Owners and the City, its officers, officials, employees, agents and representatives, the Owners' liability hereunder shall be only to the extent of the Owners' negligence.

The provisions of this section shall survive the termination of this Easement Agreement.

Section 5. Dispute Resolution and Attorneys' Fees. If any dispute arises between the Owners and the City under any of the provisions of this Easement Agreement which cannot be resolved by agreement of the parties, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party of any such litigation shall be entitled to recover its reasonable attorneys' fees and costs, including any expert witness fees.

Section 6. Waiver. No waiver by either party of any term or condition of this Easement Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Easements.

Section 7. Merger. This Easement Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Easement and no prior agreements shall be effective for any purpose.

Section 8. Severability. If any of the provisions contained in this Easement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 9. Easements Binding on Successors and Assigns. This instrument shall be recorded in the records of the Pierce County Auditor at the expense of the Owners and shall inure to the benefit of and be binding upon the Owners, its legal representatives, assigns, heirs and all owners of an after-acquired interest in the Property, and their successors and assigns.

Dated this _____ day of _____, 2006.

CITY OF GIG HARBOR

By: _____
Its Mayor

OWNERS:

Wayne Willis
Print Name: WAYNE WILLIS

Alan Willis
Print Name: Alan Willis

Wayne Willis
Print Name: WAYNE WILLIS
PRESIDENT-ROSS CONDO.
ASSOC.

APPROVED AS TO FORM:

City Attorney

ATTEST:

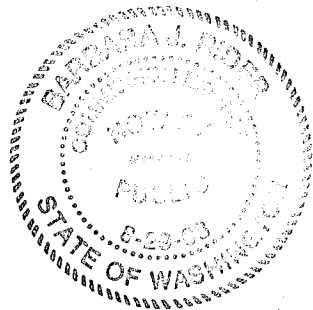
City Clerk

(All Owners' signatures must be notarized)

STATE OF WASHINGTON)
COUNTY OF Perce) ss.

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

Dated: 1-18-04



Barbara J. Rober
NOTARY PUBLIC, State of Washington,
residing at: 919 Hansen
My Commission expires: 8-29-08

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of 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: _____

NOTARY PUBLIC, State of Washington,
residing at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of 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: _____

NOTARY PUBLIC, State of Washington,
residing at: _____

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that (he/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:

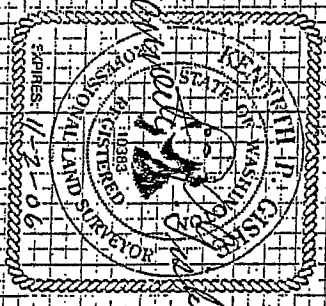
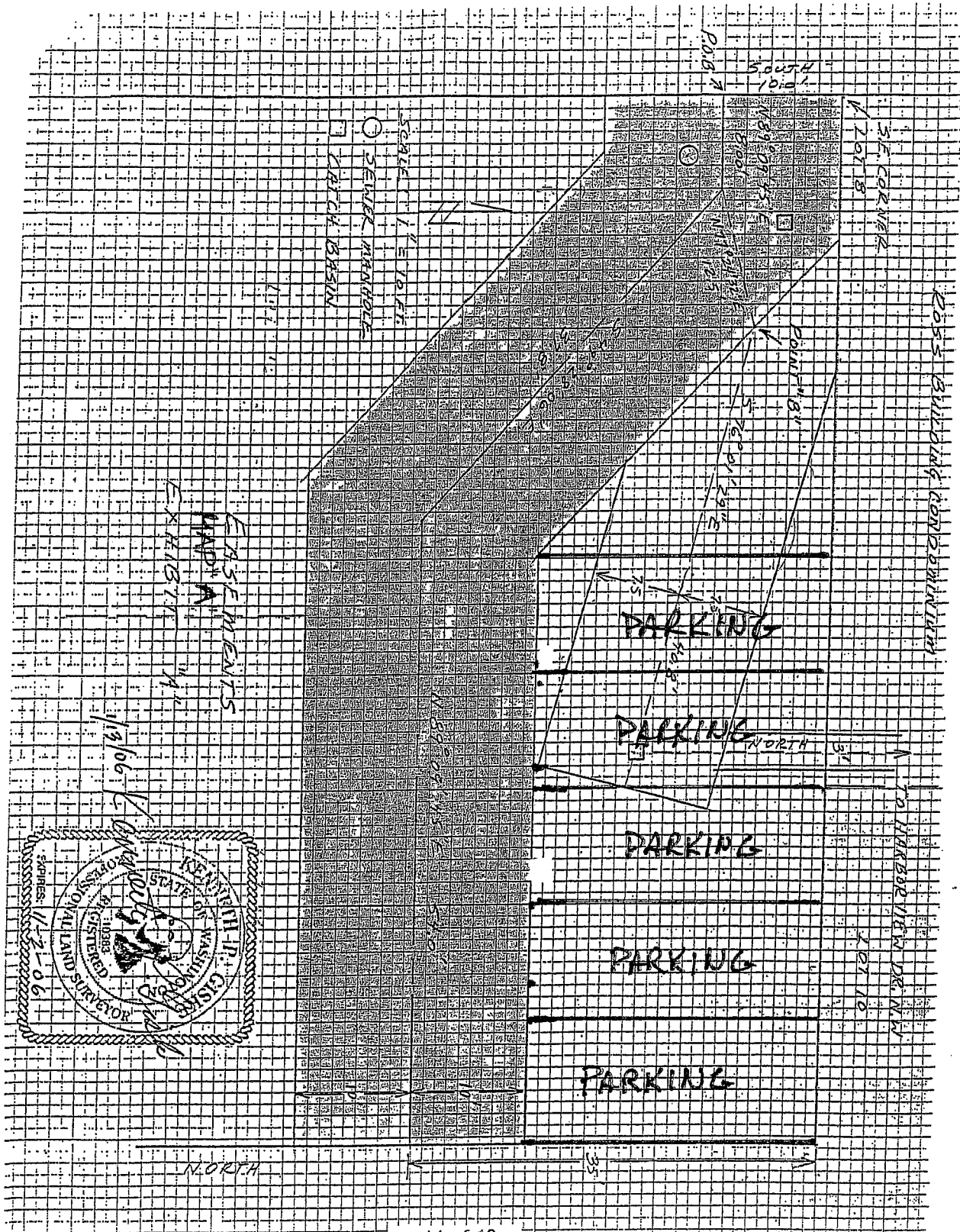
My Commission expires: _____

20 FOOT INGRESS EGRESS UTILITY EASEMENT ATTACHMENT A

Beginning at a point of 10 feet South of the Southwest corner of Lot 8 in the plat of F.H. Adams Addition recorded in Book 13 of Plats, pages 54 and 55 in Pierce County, Washington.

The following centerline described is for a 20 foot ingress, egress and utilities easement which is 10 feet each side of the described centerline. Beginning at the point above; thence N 89° 09' 45" E, 8.00 feet; also identified as point "B"; thence S 49° 28' 06" E, 37.82 feet; thence N 89° 09' 45" E, 54.00 feet to the East line of Lot 12 in the same plat and end of this description.

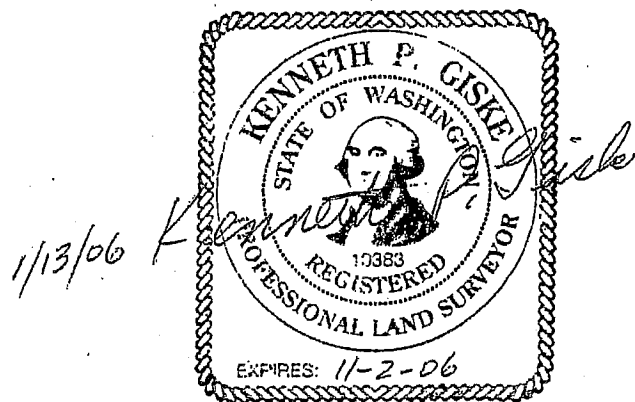


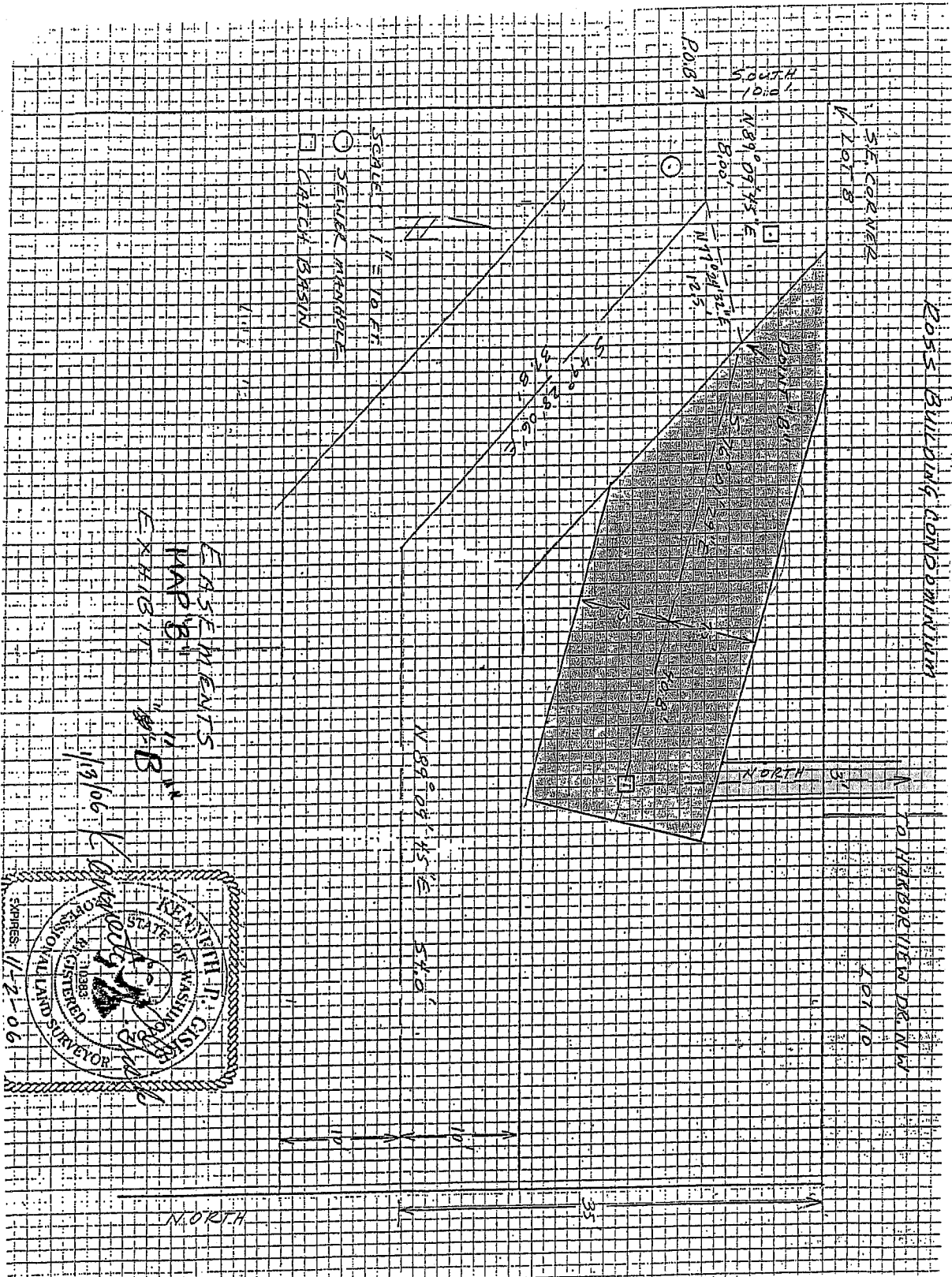


EASEMENT
15 FOOT STORM DRAIN EASEMENT
ATTACHMENT B

Commencing at Point "B" above; thence N 77° 24' 32" E, 12.50 feet to the Northeast Boundary of the 20 foot easement described above and point beginning for the centerline of a 15 foot easement; thence S 76° 01' 29" E, 40.8 feet; thence North for a 3 foot easement to Harborview Dr. N.W.

See Easement Map B





2055 BUILDING CONDOMINIUM

SE CORNER
1207.8

TO HARBOUR VIEW DR. N.W.

101.10

NORTH

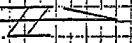
POB
N 101° 10' 00"
101.0

N 89° 09' 45" E
87.00'

N 77° 04' 32.1" E
125.5

S 4° 50' 00" E
52.1290'

N 89° 09' 45" E
54.0

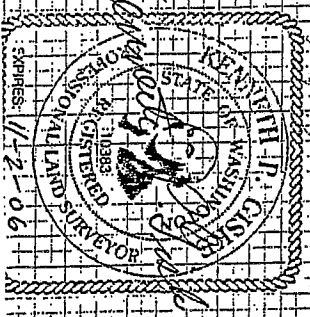


SCALE: 1" = 10' P.F.

SEWER MAIN AND CATCH BASIN

EASEMENTS
MAP B
EXHIBIT B

119/106





COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: KRISTIN MOERLER, ASSOCIATE PLANNER
SUBJECT: FIRST READING OF ORDINANCE – STEWART REZONE
(REZ 05-907)
DATE: JANUARY 23, 2006

INTRODUCTION/BACKGROUND

The City designated the portion of the Harbor Heights neighborhood in which the subject parcel is located as Medium Urban Residential in the City's 1986 Comprehensive Plan. This area has maintained this designation through subsequent Comprehensive Plan reviews and is currently shown on the City's Comprehensive Land Use Map as Medium Residential (the text of the Comprehensive Plan references RM-Urban Residential Moderate Density). The applicant has requested to implement this designation on the subject site to further the City's Comprehensive Plan.

A SEPA threshold Determination of Nonsignificance (DNS) was issued for the rezone on November 9, 2005. No appeals were filed on the DNS. The Hearing Examiner (HE) held a public hearing on this application on December 14, 2005. The HE approved the application on December 28, 2005. The appeal period for this decision expired on January 13, 2006. Rezones are required to be adopted by ordinance; this matter will return to you for second reading at your next meeting.

POLICY CONSIDERATIONS

The City of Gig Harbor Comprehensive Plan Land Use Map designates the site as Residential Medium (RM) – Urban Residential Moderate Density. Residential Medium is defined as allowing 4-12 dwelling units per acre.

The proposed R-2 designation allows for single-family homes and duplexes with a maximum density of 6 dwelling units per acre.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this rezone.

RECOMMENDATION

This is a first reading only and requires no action.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING 2.5 ACRES FROM R-1 (SINGLE-FAMILY) ZONING DISTRICT TO A R-2 (MEDIUM DENSITY RESIDENTIAL) ZONING DISTRICT, LOCATED BETWEEN MCDONALD AVENUE AND SOUNDVIEW DRIVE NORTH OF SOUNDVIEW COURT, ASSESSOR'S PARCEL NUMBER 022108315.

WHEREAS, Randy Stewart and Barbara Stewart, husband and wife, own the parcel located between McDonald Avenue and Soundview Drive north of Soundview Court in Gig Harbor, Washington, ASSESSOR'S PARCEL NUMBER 022108315; and

WHEREAS, the land use designation in the Comprehensive Plan of the subject parcels is RM (urban residential moderate density), and this designation dates back to the City's 1986 Comprehensive Plan; and

WHEREAS, RCW 36.70A.130(1)(b) requires consistency between comprehensive plans and development regulations; and

WHEREAS, the existing residential medium (RM) comprehensive plan land use designation anticipates medium density residential development; and

WHEREAS, Randy and Barbara Stewart have requested that the property be rezoned from R-1 (single family) to R-2 (Medium Density Residential), which allows medium density residential development; and

WHEREAS, a SEPA threshold determination of non-significance (DNS) for the proposed rezone was issued on November 9, 2005; and

WHEREAS, the SEPA threshold decision was not appealed; and

WHEREAS, the proposed rezone is a Type III action as defined in GHMC 19.01.003(B) for site-specific rezones; and

WHEREAS, A final decision for a Type III application shall be rendered by the Hearing Examiner as per GHMC 19.01.003(A); and

WHEREAS, a public hearing on the proposed rezone was held before the Hearing Examiner on December 14, 2005, at which time the Hearing Examiner accepted written comments from William Owel, on behalf of the Spinnaker Ridge Community Association and accepted oral comments from Grace Hooper and the applicant, Randy Stewart; and

WHEREAS, the Hearing Examiner approved the proposed rezone in his decision dated December 28, 2005; and

WHEREAS, the appeal period expired on January 13, 2006; and

WHEREAS, rezones must be adopted by ordinance as per GHMC 17.100.070 under the provisions of Chapter 1.08 GHMC; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community Development on October 14, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of January 23, 2006;

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

Section 1. The real property located between McDonald Avenue and Soundview Drive north of Soundview Court, Assessor Parcel #022108315 and as shown on attached Exhibit "A", and legally described as follows:

SOUTH HALF OF NORTH HALF OF NORTH HALF OF LOTS 5A AND 6,
SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE
MERIDIAN, SITUATE IN PIERCE COUNTY, WASHINGTON; EXCEPT
SOUNDVIEW DRIVE

is hereby rezoned from R-1 (single family) to R-2 (Medium Density Residential).

Section 2. The Community Development Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established by this section.

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

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, 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: _____



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JENNIFER SITTS, SENIOR PLANNER
**SUBJECT: FIRST READING OF ORDINANCE CONDITIONALLY PERMITTING
INDEPENDENT LIVING FACILITIES IN THE GENERAL BUSINESS
DISTRICT (B-2)**
DATE: JANUARY 23, 2006

INFORMATION/BACKGROUND

Attached for the Council's consideration is a draft ordinance adding Independent Living Facilities to the list of conditional uses in the General Business District (B-2 (GHMC 17.36.030)). The amendment was proposed by Colson & Colson Construction Company. An independent living facility is defined as *"a multiunit establishment which provides living quarters and a variety of social, housekeeping, and transportation services to senior citizens who choose to live in a congregate setting. Individual dwelling units are of a barrier-free design with separate bathroom facilities and may contain a full kitchen, partial kitchen, or no kitchen. Communal areas include a dining room in which at least one meal per day is served, social and activity areas, laundry facilities, and open space."* (GHMC 17.04.439)

On February 28, 2005, the City Council passed Ord. 990 which established definitions for independent living facilities and assisted living facilities. The ordinance also replaced the use classifications: "senior citizen housing", "retirement complexes/homes/centers", and "homes for the aged" with "independent living facilities and assisted living facilities". Since none of these former use categories were allowed in the B-2, the B-2 was not amended with this ordinance.

The Planning Commission held a public hearing on the proposed amendment on January 5, 2006. The applicant sent a representative to testify on their behalf; no other testimony was received. After brief discussion following public testimony, the Planning Commission voted unanimously to recommend approval of the proposed text amendment. A copy of the January 5, 2006 Planning Commission minutes is attached.

POLICY CONSIDERATIONS

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

- A. Comprehensive Plan:** Goal 2.3.3b of the Comprehensive Plan states that the City should provide housing opportunities for varied types and ages of households to include single-parent and two-families, individuals and the elderly. Goal 2.2.3d states that the Commercial/Business land use designation provides primarily retail and wholesale facilities, including service and sales. Where appropriate, mixed-use (residential with commercial) may be permitted through a planned unit development process.
- B. Gig Harbor Municipal Code:** “The purpose of the B-2 district is to provide areas that offer a wide range of consumer goods and services. It is further intended to group buildings and business establishments in a manner that creates convenient, attractive and safe development. The products and services shall primarily be for sale on the premises only. All business shall be conducted within enclosed building, except for approved outdoor storage, display and dining areas.” (GHMC 17.36.010) The following uses are already conditionally allowed in the General Business District:
- A. Utilities and public service uses such as libraries, electrical substations, water storage facilities, etc.;
 - B. Light manufacturing and assembly;
 - C. Miniwarehouses;
 - D. Recreational buildings and community centers;
 - E. Drive-in restaurants;
 - F. Radio and television transmission towers;
 - G. Residences; and
 - H. Hospitals, clinics and establishments for people convalescing from illness or operation. (GHMC 17.36.030)

As the General Business District does not have density standards, there would be no limit to the number of units within an independent living facility. In addition, an independent living facility would be limited in size to 6,000 square feet in the Finholm Market and Borgen Corner areas. There would be no size limit in other B-2 districts because independent living facilities do not meet the definition of “commercial structure.” (See GHMC 17.04.245)

- C. Design Manual:** Most independent living facilities would be required to meet Design Manual standards for multi-family developments. If an independent living facility took the form of detached single-family homes, the residences would have to meet the design requirements for single-family dwellings.
- D. Staff Analysis:** The B-2 zone conditionally allows “residences” and “hospitals, clinics and establishments for people convalescing from illness or operation”. Independent living facilities are similar to residences, clinics, and establishments for people convalescing from illness or operation. Independent living facilities would provide additional employment opportunities and services in the B-2 district. Independent living facilities are conditionally allowed in these other

commercial/industrial zones: RB-1, RB-2, DB, C-1 and ED. Independent living facilities are permitted outright in the PCD-C and B-1 zone. It would not be unreasonable to conditionally allow independent living facilities in the B-2 zone. Staff believes that the proposed amendment is consistent with the Comprehensive Plan by providing additional opportunities for housing options with the City. Staff also believes that conditionally allowing independent living facilities is consistent with the intent of the B-2 zone and other uses conditionally allowed.

ENVIRONMENTAL ANALYSIS

A SEPA threshold Determination of Nonsignificance (DNS) was issued for the proposed amendment on November 23, 2005. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on November 23, 2005. The deadline for appealing the determination was December 7, 2005. No appeals have been filed and no comments have been received.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this text amendment.

RECOMMENDATION

The staff recommends that the City Council adopt the draft ordinance after a second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, CONDITIONALLY PERMITTING INDEPENDENT LIVING FACILITIES IN THE GENERAL BUSINESS DISTRICT (B-2); AMENDING SECTION 17.36.030 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, currently, independent living facilities are not permitted or conditionally permitted in the General Business District (B-2); and

WHEREAS, residences and hospitals, clinics and establishments for people convalescing from illness or operation are conditionally permitted uses in the General Business District (B-2) and independent living facilities are comparable to these uses; and

WHEREAS, independent living facilities are permitted or conditionally permitted in these other commercial/ industrial zones: Residential and Business Districts (RB-1 and RB-2), Downtown Business District (DB), Commercial District (C-1), Employment District (ED), Planned Community Development Commercial zone (PCD-C) and Neighborhood Commercial District (B-1); and

WHEREAS, the intent of the General Business District (B-2) is to provide areas that offer a wide range of consumer goods and services.

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on November 23, 2005 pursuant to WAC 197-11-350; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 31, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on January 5, 2006 and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of _____ and _____; Now, Therefore,

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

Section 1. Section 17.36.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.36.030 Conditional uses.

Subject to the requirements of Chapter 17.64 GHMC and the procedures for conditional uses as set forth in this title, the following uses may be permitted in a B-2 district:

- A. Utilities and public service uses such as libraries, electrical substations, water storage facilities, etc.;
- B. Light manufacturing and assembly;
- C. Miniwarehouses;
- D. Recreational buildings and community centers;
- E. Drive-in restaurants;
- F. Radio and television transmission towers;
- G. Residences; and
- H. Hospitals, clinics and establishments for people convalescing from illness or operation;
- I. Independent living facilities.

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 City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
DATE PUBLISHED:
DATE EFFECTIVE:



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE CLARIFYING THE
REQUIREMENTS FOR SEWER HOOK-UPS
DATE: JANUARY 23, 2006

INFORMATION/BACKGROUND

The issue of connection of newly annexed areas to the city's sanitary sewer system was raised during a recent annexation proceeding. Council directed staff to prepare recommendations to address this issue. A draft Ordinance was presented to Council for consideration at the November 28, 2005 meeting (an excerpt of meeting minutes is attached). Staff understood that Council wanted to allow septic systems and not force individuals to hook-up unless it was voted for or a health issue. The Ordinance has been revised to reflect Council direction.

The City Attorney has reviewed and approved the Ordinance as presented.

RECOMMENDATION

I recommend approval of the Ordinance as presented at the second reading.

**EXCERPTED FROM THE MINUTES OF THE GIG HARBOR CITY COUNCIL
MEETING OF NOVEMBER 28, 2005**

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

2. First Reading of Ordinance – Clarifying the Requirements for Sewer Hook-ups.

John Vodopich presented this ordinance to address sewer connection for newly annexed areas. This ordinance would give newly annexed areas a two-year period in which they would be required to hook up to sewer if the line is within 200 ft of the property. This would amend the 120 day requirement to hook up after notification from the city that currently exists in code.

Councilmember Franich voiced concern with the existing 120 day requirement and asked if this had been enforced in the past. Mark Hoppen said that recently, there was a forced connection on Pt. Fosdick due to a Health Department issue. Councilmember Franich then said that he didn't think it was right for the city to require someone with a working septic system to hook up to the city's sewer. He suggested that it be optional except in a situation of a health concern. Mark Hoppen added that another exception would be for an approved LID or ULID which would be approved by a 60% majority of the assessed valuation of the properties involved.

Councilmember Young said that he questioned if a vacant piece of property should be allowed to remain on septic in perpetuity. Councilmember Ruffo agreed that undeveloped land adjacent to the city sewer should be required to hook up. He recommended language be added to the ordinance that addresses both of these issues.

Councilmember Dick voiced concern that unless property owners are required to hook up, they would never choose to do so. This would result in a patchwork quilt of connections and would not offer any economy of scale.

Councilmember Young said that language would need to be added that would require property owners to hook up only in the case of a LID or in the instance of a health issue.

Councilmember Franich asked if it would be possible to add "existing structures" to the exemptions section on page 3. Councilmember Young pointed out that this refers to new construction only, and it would be redundant to add "existing structures" to the particular section. A new paragraph would need to be drafted somewhere else in the document.

Carl Halsan -7218 North Creek Loop. Mr. Halsan asked if this is to be referred back to the Community Development Committee for further review, if they could consider vacant properties within city limits that are 1-5 acres in size, but are unable to be platted because the cost to run sewer to the site is prohibitive. He recommended that those

properties that are far away from an existing line be allowed to use septic in the interim or be removed from the UGA.

Councilmember Dick thanked him for the information. He said that the city has to consider ways to keep developer funding as a means to extend sewer by utilizing latecomer's agreements.

Wade Perrow – 9119 No. Harborview Dr. Mr. Perrow agreed with what had been said by Mr. Halsan. He said that the city engineer denied an application for a project because it would be required to hook to a sewer line which was 2-1/2 miles away at a cost of approximately four and one-half million dollars to service a half-acre lot. He said that the city has a responsibility to establish the areas that are going to be on sewer, develop the ULIDs, and install the lines. He agreed that too much reliance has been put on the developer.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE DISPOSAL OF SANITARY WASTE; CLARIFYING THE REQUIREMENTS FOR SEWER HOOK-UPS TO CERTAIN BUILDINGS, NEWLY CONSTRUCTED STRUCTURES AND USES OF PROPERTY, ESTABLISHING NEW REQUIREMENTS FOR SEWER HOOK-UPS TO STRUCTURES NEWLY ANNEXED TO THE CITY; ESTABLISHING NEW PENALTIES FOR FAILURES TO CONNECT TO THE CITY'S SEWER SYSTEM; CLARIFYING THE APPEAL PROCEDURE FOR EXCEPTIONS AND EXPIRATION OF SUCH EXCEPTIONS, AMENDING SECTION 13.28.100 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City currently has requirements for waste water and sanitary sewer hook-ups for certain types of structures in the City; and

WHEREAS, the City Council would like to further clarify the requirements for waste water and sanitary sewer hook-ups; and

WHEREAS, the City SEPA Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting on November 28, 2005 and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting's on _____, 2006 and _____, 2006; Now, Therefore,

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

Section 1. Section 13.28.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.28.100 Public sanitary sewer Hook-Up Requirements and Exceptions. ~~Public sewer available — When toilet facilities installation and connection required — Exceptions.~~

A. Definitions. For the purpose of this section, the words listed below shall have the following meanings:

1. Human Occupancy shall mean that the normally accepted use of the particular type of structure, building or home is living quarters, a place of work, office, store, or any other place where people will spend time, including, but not limited to, restaurants, churches, schools, theaters, and parks.
2. Building shall mean any structure built for the support or enclosure of persons, animals, chattels, or property of any kind.
3. Structure shall mean a combination of materials that is constructed or erected, either on or under the ground, or that is attached to something having a permanent location on the ground, excluding residential fences, retaining walls, rockeries and similar improvements of a minor character the construction of which is not regulated by the building code of the city.

~~The owners of all houses, buildings or properties used for human occupancy, employment, recreation, or other purposes, situated within the city and abutting on any street, alley, or easement in which there is now located or may, within the next six years, be located, as shown in the city's current sewer comprehensive plan, a public sanitary sewer of the city, are required at their expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within 120 days after date of official notice to do so; provided, that the public sewer is within 200 feet of the building or buildings and specific provisions have been made to connect such to the public sewer and that no public health or safety hazards exist as determined by the city engineer.~~

B. Requirements for New Construction. ~~The owners of all new houses, buildings, and properties~~ structures, or other uses of property used for human occupancy shall be required to connect the improvements on their properties to a public sanitary sewer, except as provided in subsection E G of this section.

C. Requirements for Existing Houses, Buildings, Structures or Uses. The owners of all existing houses, buildings, structures, or other uses of property used for human occupancy situated in the City and abutting on any street, alley, or easement, which are not currently connected to the City's public sanitary sewer system shall not be required to connect, unless (a) a Local Improvement District (LID) is formed for the purpose of providing sewer to the

property, or (b) there is a health or safety hazard associated with the private sewer or on-site septic system. If either of these two situations exist, the City shall determine when the property owner will be required to connect the property to the City's sewer system, and shall provide the property owner written notice of the requirement to connect.

D. Requirements for Houses, Buildings, Structures, or Uses Newly Annexed to the City. Owners of houses, buildings, structures, or uses of property used for human occupancy that are newly annexed to the City shall be required to connect to the City's sewer system as provided in Subsection C of this section.

G. E. Exceptions.

1. The city engineer may approve an exception to the requirements of this section to address the on-site sewer needs of new buildings and structures to be constructed on individual lots created prior to the Washington State Legislature's adoption of the Growth Management Act (chapter 36.70A RCW) on July 1, 1990, if all of the following limited circumstances exist:

~~1. The subject lot is not located in an area planned to be served by a waste water or sanitary sewer, as shown in the most current version of the City's six-year capital improvement plan and sewer comprehensive plan;~~

~~a. 2. The subject lot in its current configuration was created (subdivided) prior to July 1, 1990, which was the date of the adoption of the Growth Management Act;~~

~~b. 3. The septic system to be constructed will serve no more than one single-family dwelling unit or no more than one building or no more than one structure on the lot meeting the criteria of this subsection; and~~

~~c. 4. The property owner shall record a notice against the lot, in a form approved by the city attorney, providing notice to all subsequent purchasers that the city's approval of a septic system under these procedures will not affect the city's ability to enforce any of the requirements of this section or this chapter subsection A of this section (or any subsequent amendment to subsection A of this subsection) against the lot at any time in the future, as long as the conditions described in that subsection exist.~~

2. Expiration of Exception, Appeals.

a. The city engineer's denial of an exception shall not be a final, appealable decision if the request for the exception is made prior to submission of a project permit application for construction of the building or

structure on the lot. If a request is denied, a property owner may make a subsequent request for an exception at the time of submission of a project permit application for construction of a structure or building on the property, or at the time any circumstances pertinent to the criteria in this subsection substantially change.

b. If the request for the exception is made in conjunction with the submission of a project permit application for construction of the building or structure on the lot, the city engineer's decision may only be appealed together with (and/or following the procedures associated with) an appeal of the underlying project permit application.

c. The city engineer's granting of an exception that is not associated with a project permit application shall expire within one year if a project permit application is not submitted to the city. The city engineer's granting of an exception associated with a project permit application shall expire concurrent with the underlying permit.

D- 3. This procedure is exempt from the procedures in GHMC Title 19, pursuant to RCW 36.70B.140.

F. Penalties for Noncompliance. The City may implement the procedures set forth in GHMC Section 13.28.130 for a property owner's failure to comply with the requirements of this section. In the alternative or in addition to GHMC Section 13.28.130, the City may impose penalties on the property owner in an amount equal to the charge that would be made for sewer service as if the property was connected to the sewer system, on the date required by this section. Pursuant to RCW 35.67.194, all penalties shall be considered revenues of the system.

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 five (5) days after publication of a summary, consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this _____ day of _____, 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

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



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS
SUBJECT: GIG HARBOR HISTORICAL SOCIETY MUSEUM AND GARAGE
RE-ROOFING CONTRACT AUTHORIZATION
DATE: JANUARY 23, 2006

INTRODUCTION/BACKGROUND

The City of Gig Harbor owns and maintains the building currently occupied by the Gig Harbor Historical Society Museum located at 4218 Harborview Drive. The building and garage were constructed in 1979 and the roof shingles have deteriorated to the point where there are multiple leaks that have been repaired several times over the last two years and it is currently leaking. City staff is requesting to replace the existing shingles with 30 year fiberglass roofing shingles.

We will be utilizing funds from the Building Repairs and Maintenance Fund. Three potential contractors were contacted in accordance with the City's Small Works Roster process (Resolution No. 592). They responded with the following price quotations:

Contractor's Roof Service, Inc.	\$22,032.30
Peninsula Roofing, Inc.	\$22,070.24
Wright Roofing, Inc.	\$29,234.40

FISCAL CONSIDERATIONS

This is an unbudgeted objective utilizing existing funds in the Building Repairs and Maintenance Fund division. This expenditure may require a future budget amendment if funds are depleted by the end of the fiscal year.

RECOMMENDATION

I recommend that the Council authorize the award and execution of the contract for the Gig Harbor Historical society Museum and Garage Re-roofing project to Contractor's Roof Service, Inc. in the amount of Twenty-two Thousand Thirty-two Dollars and Thirty Cents (\$22,032.30).

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN CITY OF GIG HARBOR AND CONTRACTORS ROOF SERVICE, INC.**

THIS AGREEMENT, is made this _____ day of January, 2006, by and between the City of Gig Harbor (hereinafter the "City"), and Contractor's Roof Service, Inc. a Washington corporation, located and doing business at 6406 43rd Avenue Court NW, Gig Harbor, WA 98335, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to remove existing roof covering materials, inspect substrate for water and/or dry rot damage, furnish and install underlayment, furnish and install flashing, furnish and install roofing materials, furnish and install ridge ventilation to selected ridge areas, all as more completely described in Exhibit A of this document. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Twenty-two Thousand Thirty-two Dollars and Thirty Cents (\$22,032.30), including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties. The parties intend that an independent contractor - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and

unemployment insurance, are available from the City to the employees, agents, representatives or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before February 23, 2006. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

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

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

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

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

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

X. Insurance.

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

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

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

- C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the City is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.
- D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

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

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

XII. City's Right of Supervision. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be

subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Contractor's Roof Service, Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

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

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

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

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

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

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance

laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

Contractor's Roof Service, Inc.

THE CITY OF GIG HARBOR

By: 
Its PRESIDENT

By: _____
Its Mayor

Notices should be sent to:

Contractor's Roof Service, Inc. 6406 43 rd Avenue Ct. NW Gig Harbor, WA 98335 Phone: (253) 858-3044 Fax: (253) 858-7102	City of Gig Harbor Attn: David Brereton Director of Operations 3510 Grandview Street Gig Harbor, Washington 98335 (253) 851-6170
--	---

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

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

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

I certify that I know or have satisfactory evidence that **Charles L. Hunter** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she was 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: _____

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

Exhibit A



PROPOSAL/CONTRACT

1/12/2006

TO: CITY OF GIG HARBOR
3510 GRANDVIEW STREET
GIG HARBOR, WA 98335

PROJECT: GIG HARBOR HISTORICAL SOC.
4218 N. HARBORVIEW DRIVE
GIG HARBOR, WA 98332

PHONE/FAX: 253-851-6170/853-7597

- ✦ **5,800 s.f. Roof area ~ Removal ~ Installation Application**
- ✦ **Class A Fire Resistant System ~ 30 Year Material Warranty**
- ✦ **U.L. I-60 Wind Resistant (70 mph)**
- ✦ **GAF System Plus Warranty**



REMOVAL: Remove existing roof covering material, (1) layer cedar shakes from entire roof area, **approximately 5,800 s.f.** on (2) buildings, down to solid sheeted substrate. Inspect substrate for water and/or dry rot damage. If damage is found, owner will be consulted in writing prior to continuance of our work. *Note: Ground, deck, and landscape to be covered and protected prior to removal.*



UNDERLAYMENT: Furnish and install (1) layer, #30 ASTM asphalt saturated felt to entire approx. 3,500 s.f. roof area on main building and (1) layer, #15 ASTM asphalt saturated felt to entire roof area of garage, approx. 2,300 s.f.

edges.

PERIMETER: Furnish and Install *Starter/Preliminary* coursings to all rake and eave



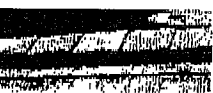
FLASHINGS: Furnish and Install all Roof Related Sheet metal flashings to include Sidewall & Endwall Flashings.

All flashing material to be #26 Gauge G.I., with a Factory pre-primed finish; Musket Brown Color. Any substitutions to Gauge and/or color must be indicated above.



ROOF COVERING: Furnish and Install GAF Timberline 30 Fiberglass roofing shingles to entire roof area, **approximately 5,800 s.f.** Installation to Meet and/or exceed Manufacturer installation recommendations. Color to be: _____

✦ **HIP/RIDGE:** Install system compatible hip and ridge units to all hip and ridge areas.



VENTILATION: To Meet/Exceed U.B.C. #3203

✦ **EGRESS:** Furnish and Install 60 l.f. of 9" Continuous Ridge ventilation to selected ridge areas.



FAN OUTLETS: Furnish and Install (2) RVO-38 fan outlet vents.
PLUMBING: Furnish and Install (2) plumbing vent pipe flashings.



CLEAN-UP: Clean-up and Haul away of all resultant debris to be included with this proposal/specification



SUPERVISION & SAFETY: A Professional, factory trained and Certified, CRS, Inc. Project Manager will manage your project. Scheduling, Quality Control, and Site Specific Accident Prevention and Fall Protection will be consistent with current Federal OSHA AND state WISHA standards. Once project documents are finalized, this project will be assigned to your Project Manager and he will contact you directly for a pre-construction meeting.

WARRANTY: All workmanship warranted for a Period of (36) Months from the date of substantial completion and will apply to any deficiency resulting from Workmanship. Manufacturer Material warranty forms are provided for owner to register product(s). Material related Warranty issues are to be covered and serviced through the Manufacturer warranty process.

PAYMENT TERMS: All Material is guaranteed to be as specified and the above work is to be performed in accordance with the drawings and specifications submitted and will be completed in a substantial workmanlike manner for the sum of:
 SEE OPTIONS BELOW

With Payments to be made as follows: Payment in full upon completion and progress billing accepted. Owner to obtain all necessary permits for this project.

Note: We may withdraw this proposal if not accepted within 15 days. Prices good until 3/31/06.

Respectfully Submitted: **Contractor's Roof Service, Inc.**

Per: *Bruce Warter*
 Bruce Warter/Estimator



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PROPOSED ANNEXATION - RESOURCE PROPERTIES (ANX 05-910)
DATE: JANUARY 23, 2006

INFORMATION/BACKGROUND

The City has received a complete Notice of Intention to Commence Annexation Proceedings from Resource Properties for a proposal to annex approximately 9.8 acres of property located east of Peacock Hill Avenue adjacent to the existing City limits and within the City's Urban Growth Area (UGA).

Property owners of more than the required ten percent (10%) of the acreage for which annexation is sought signed this request. The pre-annexation zoning for the area is Single-Family Residential (R-1).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description was sent to the Clerk of the Boundary Review Board for review and comment. Pierce County has approved the legal description and map as presented.

Additionally, this request was distributed to the City Administrator, Chief of Police, Director of Operations, City Engineer, Building Official/Fire Marshal, Planning Manager, Finance Director, and Pierce County Fire District #5 for review and comment.

The Council is required to meet with the initiating parties to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

Notice of this meeting was sent to property owners of record within the area proposed for annexation as well as those within three hundred feet (300') on January 5, 2006.

If accepted, the process will then move forward with the circulation of a formal petition for annexation. The petition must be signed by either by the owners of a majority of the acreage and a majority of the registered voters residing in the area considered for annexation; or by property owners of sixty percent (60%) of the assessed value of the area proposed for annexation.

POLICY CONSIDERATIONS

The City of Gig Harbor Building Official/Fire Marshal reviewed the proposal and noted that the annexation will bring additional land under our review for future building permitting. This has the potential to increase workload for plan reviews, permitting and inspections. Fire flow in the area is unknown at this point. Additional fire hydrants and main improvements will likely be required as part of development of the properties. Given these comments, the Building Official/Fire Marshal has no objection to this annexation.

The Director of Operations noted that the property is located within the Washington Water Company service area, the area is identified in the Sewer Comprehensive Plan, and that the nearest sewer manhole is located at Ringold and Peacock.

The Planning Manager has noted the potential presence of wetlands on-site, pursuant to GHMC 18.08.090; the annexation proponent will be required to submit a wetland analysis report with the annexation petition. Peacock Hill Avenue is a defined parkway and future development of the property will need to conform to the parkway development standards in the Design Manual.

The City of Gig Harbor Finance Director noted that there would be no significant financial impacts from this proposed annexation.

The Chief of Police has commented that no additional resources will be required as a result of this annexation.

The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation. Staff has evaluated the proposal in light of these criteria and has provided comments following each of the criteria.

RCW 36.93.180

Objectives of boundary review board.

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

Comment: The proposed annexation area consists of vacant land.

(2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

Comment: The proposed annexation area is bounded to the south by the existing City limits, Peacock Hill Avenue to the west and the Urban Growth Boundary to the east.

(3) Creation and preservation of logical service areas;

Comment: The proposed annexation would not alter any service area boundaries.

(4) Prevention of abnormally irregular boundaries;

Comment: The proposed annexation would create an abnormally irregular boundary.

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

Comment: Not applicable with regards to this proposed annexation.

(6) Dissolution of inactive special purpose districts;

Comment: The proposed annexation would not dissolve an inactive special purpose districts

(7) Adjustment of impractical boundaries;

Comment: Not applicable with regards to this proposed annexation, the area proposed for annexation is entirely within the City's Urban Growth Boundary.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

Comment: The proposed annexation is of an unincorporated area with lot sizes of 2 and 7.62 acres in size. The area consists of both residentially developed land and vacant land and is within the City's Urban Growth Boundary which is planned for urban levels of development.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Comment: The proposed annexation does not involve designated agricultural or rural lands.

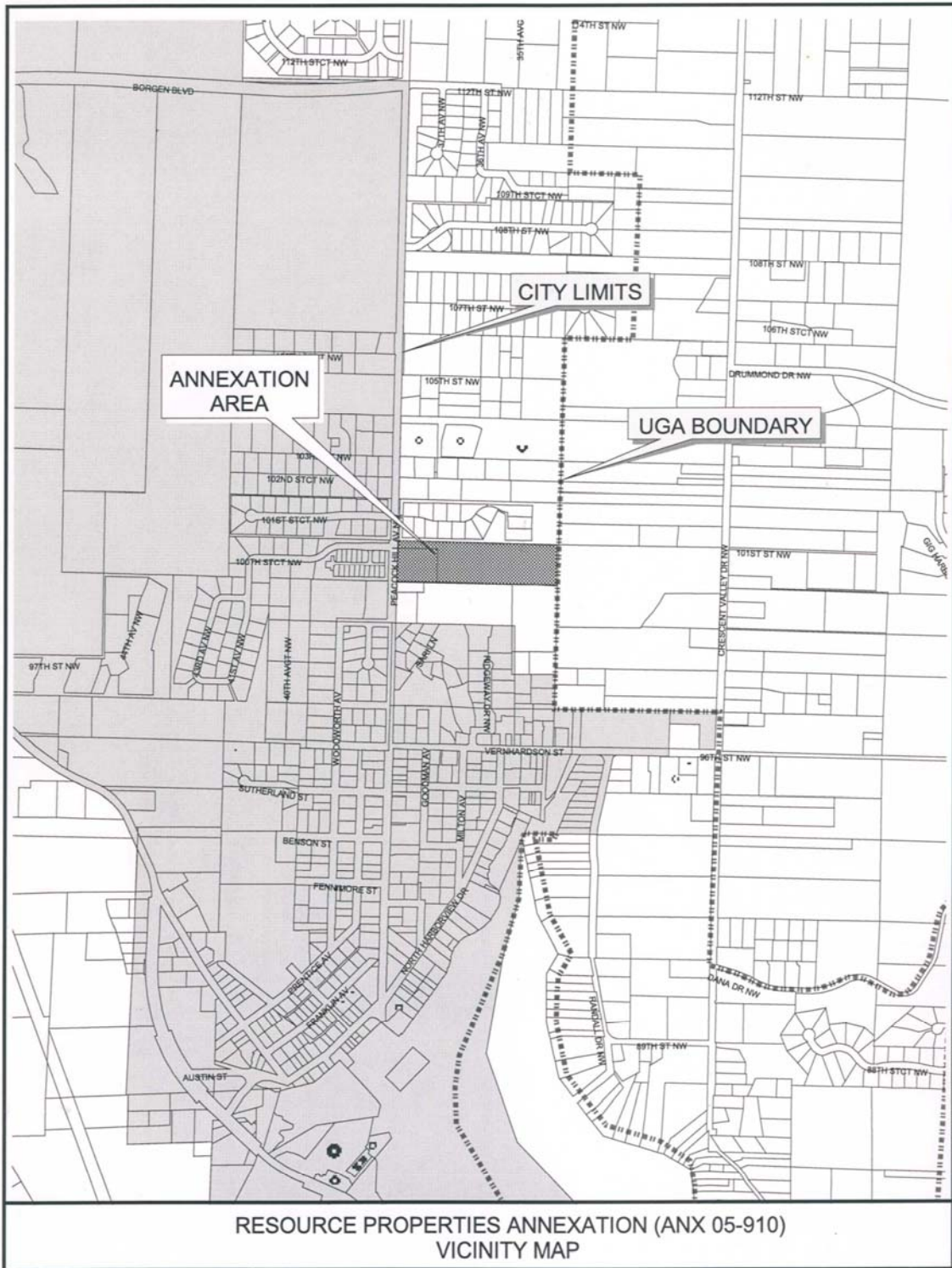
FISCAL CONSIDERATIONS

The Finance Director has noted that financial impacts from this proposed annexation would not be significant to the City.

RECOMMENDATION

I recommend that the Council accept the notice of intent to commence annexation and further authorize the circulation of a petition to annex the subject property to the following conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed;
2. The City will require the simultaneous adoption of Single-Family Residential (R-1) zoning for the proposed annexation area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. A wetland analysis report must be submitted together with the annexation petition pursuant to Gig Harbor Municipal Code Section 18.08.090.



**NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS**

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

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

Exhibit A

RESOURCE PROPERTIES Legal Description ANX 05-910

12/07/2005 17:21 FAX 425 827 9577

OTAK Inc.

003/003

EXHIBIT 'A'

LEGAL DESCRIPTION

That portion of Section 32, Township 22 North, Range 2 East, W.M. described as follows:

The South Half of the South Half of the Northwest Quarter of the Southwest Quarter,

Except Peacock Hill Avenue N.W. (Purdy Gig Harbor Road)

Containing an area of 9.877 acres more or less.



*Accepted BCB
12/27/05*

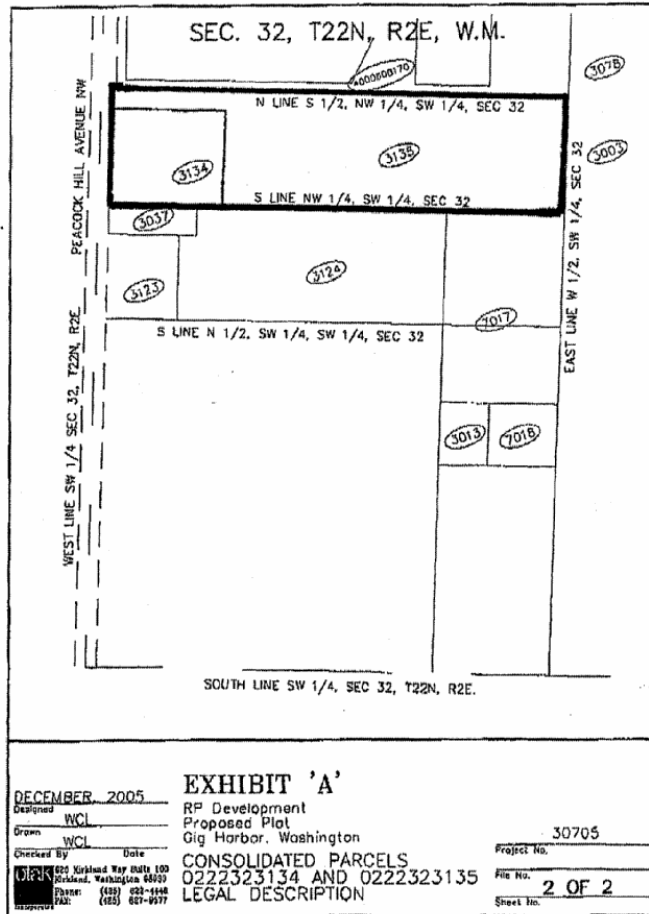
Exhibit B

RESOURCE PROPERTIES Annexation Map ANX 05-910

12/07/2005 17:21 FAX 425 827 8577

DTAK Inc.

002/008





ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
DATE: JANUARY 23, 2006
SUBJECT: FIRST READING OF ORDINANCE – APPOINTMENT OF STANDING AND SPECIAL COUNCIL COMMITTEES

BACKGROUND

Mayor Hunter and Councilmember Derek Young are requesting Council's consideration of the attached ordinance that formalizes an informal procedure utilized for the last 16 years to form City Council subcommittees and special committees. The attached ordinance is similar in structure to many jurisdictions in Washington, and seeks to synthesize the appointment powers of Mayor and Council in reaching consensus about the formation of Council Committees.

POLICY CONSIDERATIONS

The ordinance recommends the formation of four standing committees, all of which would utilize public notice procedures prior to meeting. These committees include: Public Safety (already a regular committee by resolution), Operations and Public Projects, Planning and Building, Inter-governmental Affairs (new), and Board and Commission Appointments (currently functioning as an ad hoc committee). The ordinance also acknowledges that the Mayor may from time to time determine to appoint special committees.

Each council standing committee would have three members and a chair, who would be appointed either by the committee itself or by the Mayor and the Council together. The Mayor would be an ex officio member to all committees, guaranteeing the Mayor attendance and influence with these committees if the Mayor so chooses.

FISCAL CONSIDERATIONS

None.

RECOMMENDATION

I recommend that Council motion to approve the attached ordinance at the second reading.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ADOPTING A NEW SECTION TO THE GIG
HARBOR MUNICIPAL CODE AUTHORIZING THE MAYOR TO
APPOINT STANDING AND SPECIAL COUNCIL
COMMITTEES.**

WHEREAS, The City Council shall determine its own rules and order of business and may establish rules for the conduct of council meetings and the maintenance of order; and

WHEREAS, the City Council can decide whether and what kind of internal standing or ad hoc committees it wants to create and the method to be used in making committee assignments; and

WHEREAS, the type of committees a city should have are strictly matters of local policy; now, therefore,

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

Section 1. The Gig Harbor Municipal Code is hereby amended to add the following new chapter:

CHAPTER 2.51 STANDING COMMITTEES

Sections:

- 2.51.010 Appointment of Standing Council Committees.**
- 2.51.020 Duties of the Committees.**
- 2.51.030 Mayor as Ex Officio Member**
- 2.51.040 Assignment of Members – Chair.**

Section 2.51.010 – Appointment of Standing Council Committees.

The Mayor shall appoint the following standing council committees: Public Safety, Operations and Public Projects, Planning and Building, Intergovernmental Affairs, Board and Commission Appointments. Each committee shall have three members. The Mayor may also establish and appoint members to other special committees from time to time as he or she deems necessary. Each special committee shall have three members.

Section 2.51.020 Duties of committees.

The several committees shall fully consider all measures referred to them by the Mayor and the City Council. They shall also acquaint themselves with the interests of the city and from time to time present such ordinances and written reports as in their judgment will advance the interests and promote the welfare of the municipality.

Section 2.51.030 Mayor as Ex Officio Member.

The mayor shall be an ex officio member to all the above committees.

Section 2.51.040 Assignment of Members and Chair.

Each standing committee shall be composed of three Councilmembers. Councilmembers shall be assigned to a standing committee as determined by the Mayor and City Council after each council election or more frequently, but in no event more frequently than annually unless vacancies occur. A chair for each committee shall be designated by the committee or by the Mayor and Council as the Council and Mayor shall elect.

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 five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 1/18/06

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

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

On _____, 2006, 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, ADOPTING A NEW SECTION TO THE GIG
HARBOR MUNICIPAL CODE AUTHORIZING THE MAYOR TO
APPOINT STANDING AND SPECIAL COUNCIL
COMMITTEES.**

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

DATED this ____ day of February, 2006.

MOLLY TOWSLEE, CITY CLERK



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DICK J. BOWER, CBO
BUILDING OFFICIAL/FIRE MARSHAL
SUBJECT: STAFF REPORT – NATIONAL INCIDENT MANAGEMENT
SYSTEM STATUS UPDATE
DATE: JANUARY 23, 2006

INFORMATION/BACKGROUND

As many of you are already aware, we've been in the process of updating our emergency management program to provide compliance with federal requirements for adoption and implementation of the National Incident Management System (NIMS). Compliance with NIMS will be a requirement for receipt of federal disaster mitigation funds beginning in 2007, and will likely be tied to receipt of other federal funds in the future. I thought you might like to know where we stand at this point. NIMS Information Bulletin 05-10-31 includes the following list of FY 2006 requirements followed by a status report on our efforts.

1. ***Adopt NIMS at the community level for all government departments and agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGO's) and private sector incident management and response organizations.***

On May 9, 2005 the Council adopted a resolution making NIMS the official emergency management scheme for the City. This followed Pierce County's adoption of a similar resolution earlier in the year. As we work on our local and regional Comprehensive Emergency Management Plans, NIMS will be integrated into those plans to standardize our operations between all response partners. At this point we are in compliance with this requirement.

2. ***Manage all emergency incidents and preplanned events in accordance with the Incident Command System (ICS) as defined by NIMS, i.e. develop and maintain connectivity capability between local Incident Command Posts (ICP's), local 911 centers, local Emergency Operations Centers (EOC's) and the state EOC.***

ICS is the standard incident management system in use in the State and is used well by PCFD #5. We are currently working together to better integrate City response resources into the ICS at the response level. Experience on recent fires has shown that there is some room for improvement in coordinating between FD #5, GHPD, and GH Community Development resources. ICS training is being planned for City response personnel in the coming months.

3. ***Coordinate and support emergency incident and event management through the development and use of integrated multi-agency coordination systems, i.e. develop and maintain connectivity capability between local ICP's, local 911 centers, local EOC's and the state EOC.***

The City has purchased 2 handheld radios equipped with operational frequencies for public works, fire, law enforcement, and emergency management agencies. In addition, Pierce Co. DEM has the capability in their mobile operations and command center to program many other radio types to communicate on operational frequencies assigned to emergency operations in a disaster scenario. With the addition of land and wireless phone and internet capability, our communications connectivity between operations centers is complaint, however additional interoperability capability such as 800 megahertz radios and wireless internet connectivity for notebook computers used by staff in emergency situations should be considered in the future to maintain connectivity as technology advances.

4. ***Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System (JIS) and a Joint Information Center (JIC).***

The City participates with Pierce County DEM in a regional JIS/JIC for events of regional significance. The draft local CEMP includes an annex addressing the public information function. FD #5 has at least two personnel certified as Public Information Officers (PIO's) who can be called on to assist the City with the PIO functions in a local emergency (as was done during the Harborview Marina incident). With the completion of the local CEMP the City should be compliant with this requirement.

5. ***Establish the communities' NIMS baseline against FY05 and FY06 implementation requirements.***

The City submitted the required NIMS Compliance Plan to PCDEM in September of 2005. That plan demonstrated compliance with the '05 requirements, was found to be satisfactory by PCDEM and was forwarded to the state as part of the state's NIMS compliance program. Our current work on emergency management planning including the CEMP's and associated annexes and appendices is intended to assure compliance with the 2006 requirements. I anticipate we'll maintain compliance throughout the year.

6. ***Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.***

We are currently not seeking any federal preparedness funds, but should we want to do so in the future, our operational plans and preparedness

initiatives will be in place. We are working with PCDEM beginning this year to prepare our local mitigation plan, completion of which will be a prerequisite of approval for federal mitigation funds, which is part of preparedness. We'll continue to fine tune this throughout our planning process and should be compliant by the end of '06.

7. ***Revise and update plans and SOP's to incorporate NIMS and NRP (National Response Plan) components, principles and policies.***

Existing plans are being updated and new plans drafted that incorporate both. As we proceed with the local CEMP, individual departments will be responsible for drafting their SOP's. I'd encourage all department heads to begin updating and/or drafting SOP's for activities that pertain to emergency preparedness and response, including finance, resources, IT, etc. I'll be happy to provide information on NIMS/NRP compliance to assist.

8. ***Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and NGO's.***

At the present time the City has very few formal mutual aid agreements in place. As we continue the planning process I would encourage departments that may need outside resources from other agencies and private sector organizations to begin discussions on drafting MOA/MOU/Mutual Aid Agreements. Having these in place is an important part of effective emergency response in general and NIMS compliance specifically.

9. ***Complete Independent Study (IS) – 700 NIMS: An Introduction.***

Most employees received this training here at the Civic Center last fall. Those that have not completed it and will play a role in managing an emergency either in the field or at the EOC should complete it through the FEMA/EMI Virtual Campus or by attending one of the classes held at PCDEM. Once all personnel have completed this class, we'll be compliant with this requirement. I can provide information on these two options on request.

10. ***Complete IS-800, NRP (National Response Plan); An Introduction.***

This class can also be completed on-line through the EMI Virtual Campus. We're working with PCDEM to present it here at the Civic Center like we did with IS-700 once the field program is available. Completion of this requirement will be a goal for late in 2006.

11. ***Complete ICS-100 and ICS-200 training.***

These are also available on the virtual campus. We're working with DEM

and FD#5 to bring ICS training here to the Civic Center. We hope to have this training available by mid-year.

12. *Incorporate NIMS/ICS into all tribal, local and regional training and exercises.*

This will be accomplished as we exercise our CEMP's when they're complete and as we work with PCDEM and our other response partners in scheduled regional training and exercises. We plan to be compliant with this requirement as we proceed to the training and exercise phase.

13. *Participate in an all-hazard exercise program based on NIMS that involves responders from multiple jurisdictions.*

The City participates with PCDEM and responders from around the county in an annual large-scale exercise. Our exercising the local and regional CEMP's when they are complete will maintain our compliance with this requirement.

14. *Incorporate corrective actions into preparedness and response plans and procedures.*

These will be included in the evaluation phase of the CEMP's and the exercises and drills.

15. *Inventory community response assets to conform to homeland security resource typing standards.*

We have begun the process of typing City owned resources. Typing of outside resources will take place as part of the mutual aid agreement process.

16. *To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication and data interoperability are incorporated into tribal and local acquisition programs.*

This requirement will predominantly affect mobile communication equipment since we aren't the fire department. As long as we assure that future radio purchases can be programmed to provide communications between our response partners, we should be in compliance.

17. *Apply standardized and consistent terminology, including the establishment of plain English communications standards across the public safety sector.*

Radio communications SOP's should be developed that specify that plain

English rather than 10 codes or jargon be used in all emergency communications. Once this SOP is written we'll be compliant as long as our personnel comply with the SOP.

That, in a really big nutshell is the status of our emergency management planning/NIMS compliance progress to date. The pandemic influenza plan is rough drafted and I'm waiting for some information from the Pierce County Health Department to coordinate the draft with their plans. Bill has been working on ordering emergency supplies for our staff. Hopefully, we'll be in pretty good shape if the bugs ever mutate. If you have any questions, let me know.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JENNIFER SITTS, SENIOR PLANNER
SUBJECT: STAFF REPORT - PLANNING COMMISSION WORK PROGRAM FOR
THE CRITICAL AREAS ORDINANCE UPDATE
DATE: JANUARY 23, 2006

INFORMATION/BACKGROUND:

At the December 12, 2005 meeting, the Council set the 2006 work program for the Planning Commission as follows:

First Tier:

2006 Comprehensive Plan Amendments
Limiting Office Uses in Waterfront Millville
Height Restriction Area Criteria Amendment
Adding Museums to Performance-based Height Exceptions
Combination of Nonconforming Lots

Second Tier:

Critical Areas Ordinance Update
Modifying Building Size Limitations in the RB-1 zone
Hearing Examiner Review of Development Agreements

Third Tier:

Zoning Code Definitions Consolidation
Codifying a Process for Comprehensive Plan Amendments
Sign Code Amendment for City Wayfinding Plan

The City is interested in applying for a 5 million dollar Community Economic Revitalization Board Job Development Fund (CERB) grant for infrastructure improvements to the Burnham/Borgen/SR 16 interchange. If successful, the City could receive the grant money in late 2007. The submittal date for this round of applications is April 3, 2006.

A requirement of the program is compliance with the Growth Management Act. The City is technically out of compliance in that the critical areas ordinance update has not been adopted. With the critical areas ordinance update in the second tier of review, the Planning Commission will not likely begin review until May or June of 2006; well beyond the date the City needs to be compliant with GMA. If the City would like to apply for the grant, the critical areas ordinance must be adopted by your March 27, 2006 meeting.

In order to achieve this, the Planning Commission's work program must change or the Council must adopt the critical areas ordinance without the Planning Commission's second recommendation. The Planning Commission is not required to review the critical areas ordinance again; a Planning Commission hearing was held on November 4, 2004; they forwarded a recommendation of approval on November 21, 2004.

If the critical areas ordinance is kept on the Planning Commission's work program, the Commission would have to forward a recommendation on the ordinance by March 7, 2006. The current schedule for the Planning Commission between now and March 7th:

February 2, 2006

Worksession: Peninsula Historical Society, Adding Museums to Performance-based Height Exceptions

Public Hearing: Peninsula Historical Society, Adding Museums to Performance-based Height Exceptions

February 16, 2006

Worksession: 2006 Comprehensive Plan Amendments (St. Anthony Hospital)

March 2, 2006

Public Hearing: 2006 Comprehensive Plan Amendments (St. Anthony Hospital)

RECOMMENDATION

The following three options are available to the Council to attain compliance with GMS by April 3, 2006. Option A would be the quickest route to GMA compliance.

Option A:

The Council can remove the critical areas ordinance update from the Planning Commission's work program. The Council could have a 1st reading of the ordinance as early as February 13, 2006.

Option B:

The Planning Commission review the ordinance during its regular meetings. Given the need of timely review of the 2006 Comprehensive Plan Amendments, the only available date is February 2, 2006. This route would bump the Peninsula Historical Society's text amendment to sometime in March or April. The Planning Commission would also be limited to only one meeting of review. Only one review date may be impractical given the scope of the amendments and the number of new Planning Commission members since the ordinance was first reviewed.

Option C:

The Council can direct the Planning Commission to hold special meetings on the critical areas ordinance update. Dates and times of the special meetings would dependent on the availability of the Planning Commissioners and staff.



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
DATE: JANUARY 23, 2006
SUBJECT: 2005 FOURTH QUARTER FINANCE REPORT

The 2005 fourth quarter financial reports are attached.

Total resources for all funds (revenues and beginning fund balances) were 118% of the 2005 annual budget. Annual revenues (excluding beginning fund balances) were 108% and expenditures (excluding ending fund balances) were 99% of the annual budget.

General Fund revenues (excluding beginning balance) were 113% of budget in 2005, while General Fund expenditures were 90% of budget. All departments were within the 2005 annual budget.

The Street Fund ended 2005 with expenditures coming in at 79% of budget, ending the year with a \$233,000 fund balance.

2005 Hotel-Motel taxes were \$216,400. This is up over the \$206,000 received in 2004 and \$198,000 received in 2003 and is our best year since the tax was enacted. 2005 Hotel-Motel expenditures were \$211,000.

The Civic Center Debt Reserve Fund had interest earnings of \$62,000 and has an ending fund balance of \$2,086,000.

Water, Sewer and Storm operating revenues were 100%, 96% and 101% of budget (excluding beginning fund balances and year-end accruals). Water, Sewer and Storm expenses (excluding ending fund balances) were 93%, 85% and 62% of budget.

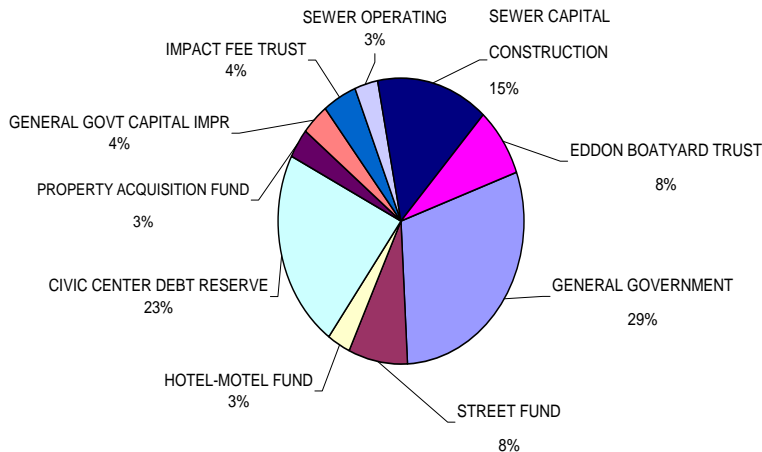
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF DECEMBER 31, 2005**

DESCRIPTION	BEGINNING	REVENUES	EXPENDITURES	OTHER	ENDING
	BALANCE			CHANGES	BALANCE
GENERAL GOVERNMENT	\$ 2,513,059	\$ 7,608,356	\$ 7,235,543	\$ (123,629)	\$ 2,762,243
STREET FUND	947,917	2,230,264	2,565,007	93,643	706,817
DRUG INVESTIGATION FUND	9,283	7,718	5,403	(869)	10,729
HOTEL-MOTEL FUND	266,288	223,814	225,488	7,584	272,198
PUBLIC ART CAPITAL PROJECTS	10,066	30,388	-	-	40,454
PARK DEVELOPMENT FUND	19,412	574	-	-	19,986
CIVIC CENTER DEBT RESERVE	1,321,310	765,072	-	-	2,086,382
LTGO BOND REDEMPTION	12,362	911,557	911,651	(304)	11,965
2000 NOTE REDEMPTION	7,084	128,999	120,014	-	16,069
LID NO. 99-1 GUARANTY	81,521	2,410	-	-	83,932
UTGO BOND REDEMPTION	-	64,798	63,217	-	1,581
PROPERTY ACQUISITION FUND	401,158	7,335,418	7,415,337	(7,218)	314,021
GENERAL GOVT CAPITAL IMPR	518,977	316,038	500,000	-	335,014
IMPACT FEE TRUST	361,688	92,852	59,416	12,411	407,534
WATER OPERATING	315,599	778,880	969,043	(7,630)	117,807
SEWER OPERATING	311,484	1,557,513	1,555,131	(28,033)	285,832
UTILITY RESERVE	73,248	39,321	-	-	112,569
UTILITY BOND REDEMPTION	37,620	352,474	313,552	(178)	76,365
SEWER CAPITAL CONSTRUCTION	1,519,549	347,426	663,543	167,233	1,370,665
STORM SEWER OPERATING FUND	263,349	431,632	437,734	(8,934)	248,313
WATER CAPITAL ASSETS	139,954	435,678	343,458	(76,659)	155,517
LIGHTHOUSE MAINTENANCE TRUST	1,804	53	-	-	1,857
EDDON BOATYARD TRUST	0	776,173	75,433	10,288	711,027
	<u>\$ 9,132,730</u>	<u>\$ 24,437,409</u>	<u>\$ 23,458,971</u>	<u>\$ 37,705</u>	<u>\$ 10,148,874</u>

AS OF DECEMBER 31, 2005

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		0.9500%	1,595,780
LOCAL GOVERNMENT INVESTMENT POOL		4.1605%	6,652,795
FEDERAL HOME LOAN BANK	03/17/06	2.5500%	600,000
FEDERAL HOME LOAN BANK	11/27/06	3.2000%	500,000
FEDERAL HOME LOAN BANK	05/03/10	5.0000%	700,000
BANK OF AMERICA - CD	03/31/06		100,000
			<u>\$ 10,148,874</u>

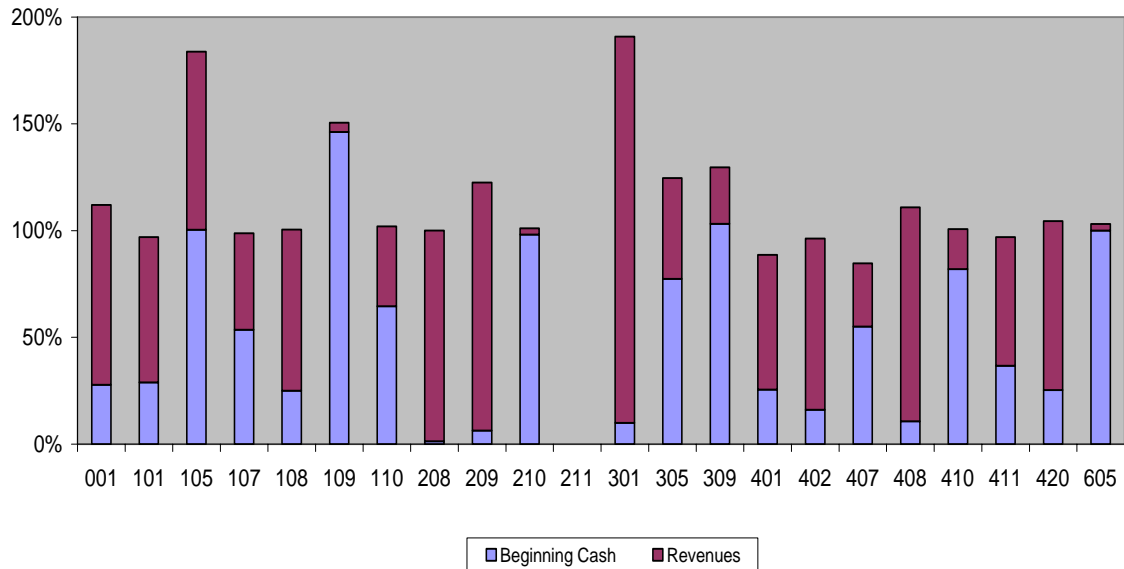
Ending Cash Balances By Fund



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF DECEMBER 31, 2005**

DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
GENERAL GOVERNMENT	\$ 9,033,945	\$ 10,121,414	\$ (1,087,469)	112%
STREET FUND	3,278,974	3,178,181	100,793	97%
DRUG INVESTIGATION FUND	9,251	17,001	(7,750)	184%
HOTEL-MOTEL FUND	496,665	490,102	6,563	99%
PUBLIC ART CAPITAL PROJECTS	40,250	40,454	(204)	101%
PARK DEVELOPMENT FUND	13,277	19,986	(6,709)	151%
CIVIC CENTER DEBT RESERVE	2,046,453	2,086,382	(39,929)	102%
LTGO BOND REDEMPTION	923,220	923,919	(699)	100%
2000 NOTE REDEMPTION	111,072	136,084	(25,012)	123%
LID NO. 99-1 GUARANTY	83,052	83,932	(880)	101%
UTGO BOND REDEMPTION		64,798	(64,798)	
PROPERTY ACQUISITION FUND	4,054,291	7,736,576	(3,682,285)	191%
GENERAL GOVT CAPITAL IMPR	670,177	835,014	(164,837)	125%
IMPACT FEE TRUST	350,593	454,540	(103,947)	130%
WATER OPERATING	1,234,091	1,094,479	139,612	89%
SEWER OPERATING	1,942,334	1,868,996	73,338	96%
UTILITY RESERVE	132,937	112,569	20,368	85%
UTILITY BOND REDEMPTION	351,625	390,094	(38,469)	111%
SEWER CAPITAL CONSTRUCTION	1,853,715	1,866,975	(13,260)	101%
STORM SEWER OPERATING FUND	717,322	694,981	22,341	97%
WATER CAPITAL ASSETS	551,594	575,633	(24,039)	104%
LIGHTHOUSE MAINTENANCE TRUST	1,802	1,857	(55)	103%
EDDON BOATYARD TRUST		776,173	(776,173)	
	\$ 27,896,640	\$ 32,793,967	\$ (4,897,327)	118%

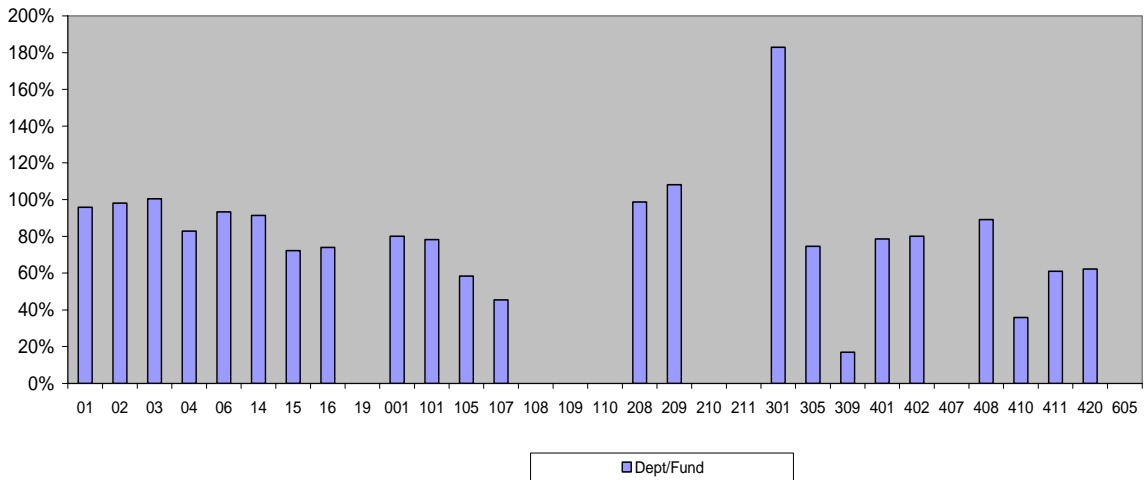
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING DECEMBER 31, 2005**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 2,225,600	\$ 2,133,118	\$ 92,482	96%
02	LEGISLATIVE	31,600	30,997	603	98%
03	MUNICIPAL COURT	466,300	468,252	(1,952)	100%
04	ADMINISTRATIVE/FINANCIAL	742,500	614,972	127,528	83%
06	POLICE	2,047,131	1,908,784	138,347	93%
14	COMMUNITY DEVELOPMENT	1,218,450	1,112,771	105,679	91%
15	PARKS AND RECREATION	936,490	676,815	259,675	72%
16	BUILDING	391,900	289,833	102,067	74%
19	ENDING FUND BALANCE	973,974	-	973,974	
001	TOTAL GENERAL FUND	9,033,945	7,235,543	1,798,402	80%
101	STREET FUND	3,278,974	2,565,007	713,967	78%
105	DRUG INVESTIGATION FUND	9,251	5,403	3,848	58%
107	HOTEL-MOTEL FUND	496,665	225,488	271,177	45%
108	PUBLIC ART CAPITAL PROJECTS	40,250	-	40,250	
109	PARK DEVELOPMENT FUND	13,277	-	13,277	
110	CIVIC CENTER DEBT RESERVE	2,046,453	-	2,046,453	
208	LTGO BOND REDEMPTION	923,220	911,651	11,569	99%
209	2000 NOTE REDEMPTION	111,072	120,014	(8,942)	108%
210	LID NO. 99-1 GUARANTY	83,052	-	83,052	
211	UTGO BOND REDEMPTION	-	63,217	(63,217)	
301	PROPERTY ACQUISITION FUND	4,054,291	7,415,337	(3,361,046)	183%
305	GENERAL GOVT CAPITAL IMPR	670,177	500,000	170,177	75%
309	IMPACT FEE TRUST	350,593	59,416	291,177	17%
401	WATER OPERATING	1,234,091	969,043	265,048	79%
402	SEWER OPERATING	1,942,334	1,555,131	387,203	80%
407	UTILITY RESERVE	132,937	-	132,937	
408	UTILITY BOND REDEMPTION	351,625	313,552	38,073	89%
410	SEWER CAPITAL CONSTRUCTION	1,853,715	663,543	1,190,172	36%
411	STORM SEWER OPERATING FUND	717,322	437,734	279,588	61%
420	WATER CAPITAL ASSETS	551,594	343,458	208,136	62%
605	LIGHTHOUSE MAINTENANCE TRUST	1,802	-	1,802	
607	EDDON BOATYARD TRUST	-	75,433	(75,433)	
		\$ 27,896,640	\$ 23,458,971	\$ 4,437,669	84%

Expenditures as a Percentage of Annual Budget



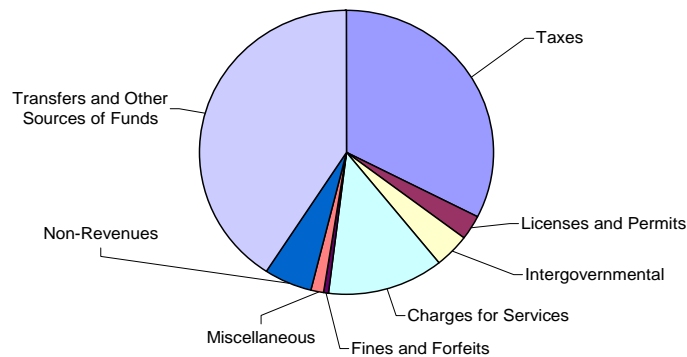
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 2005**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 7,914,629
Licenses and Permits	689,274
Intergovernmental	966,559
Charges for Services	3,131,307
Fines and Forfeits	99,247
Miscellaneous	340,792
Non-Revenues	1,315,416
Transfers and Other Sources of Funds	9,980,185
Total Revenues	24,437,409
Beginning Cash Balance	9,132,730
Total Resources	\$ 33,570,140

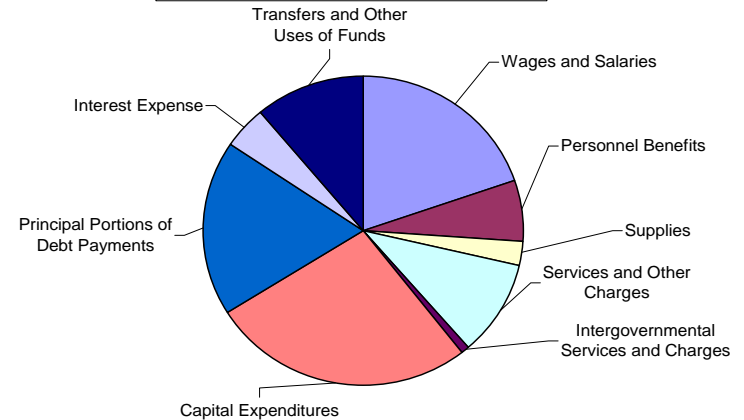
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 2005**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 4,613,049
Personnel Benefits	1,495,935
Supplies	592,864
Services and Other Charges	2,359,247
Intergovernmental Services and Charges	207,574
Capital Expenditures	6,248,014
Principal Portions of Debt Payments	4,271,602
Interest Expense	1,040,501
Transfers and Other Uses of Funds	2,630,185
Total Expenditures	23,458,971
Ending Cash Balance	10,148,874
Total Uses	\$ 33,607,845

Revenues by Type - All Funds



Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2005**

	SPECIAL REVENUE FUNDS													TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	108 PUBLIC ART PROJECTS	109 PARK DVLP FUND	110 CIVIC CTR DEBT RSRV	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL IMP	307 LID NO. 99-1	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINT	607 EDDON BOATYARD	
ASSETS														
CASH	\$ 235,252	\$ 105,824	\$ 1,223	\$ 31,040	\$ 4,613	\$ 2,279	\$ 101,077	\$ 35,809	\$ 38,203	\$ -	\$ 46,472	\$ 212	\$ 711,027	\$ 1,077,778
INVESTMENTS	2,526,990	600,993	9,506	241,158	35,841	17,707	1,985,305	278,212	296,812	-	361,062	1,645	-	3,828,241
RECEIVABLES	1,010,367	13,454	-	24,576	-	-	-	-	-	-	-	-	-	38,030
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,772,609	720,270	10,729	296,774	40,454	19,986	2,086,382	314,021	335,014	-	407,534	1,857	711,027	4,944,049
LIABILITIES														
CURRENT	237,226	445,329	-	14,404	-	-	-	-	-	-	14,122	-	10,288	484,143
LONG TERM	25,612	7,413	-	-	-	-	-	-	-	-	-	-	-	7,413
TOTAL LIABILITIES	262,837	452,742	-	14,404	-	-	-	-	-	-	14,122	-	10,288	491,556
FUND BALANCE:														
BEGINNING OF YEAR	3,136,959	602,271	8,414	284,044	10,066	19,412	1,321,310	393,940	518,977	-	359,977	1,804	-	3,520,214
Y-T-D REVENUES	7,608,356	2,230,264	7,718	223,814	30,388	574	765,072	7,335,418	316,038	-	92,852	53	776,173	11,778,364
Y-T-D EXPENDITURES	(7,235,543)	(2,565,007)	(5,403)	(225,488)	-	-	-	(7,415,337)	(500,000)	-	(59,416)	-	(75,433)	(10,846,085)
ENDING FUND BALANCE	3,509,772	267,528	10,729	282,370	40,454	19,986	2,086,382	314,021	335,014	-	393,412	1,857	700,739	4,452,493
TOTAL LIAB. & FUND BAL.	3,772,609	\$ 720,270	\$ 10,729	\$ 296,774	\$ 40,454	\$ 19,986	\$ 2,086,382	\$ 314,021	\$ 335,014	\$ -	\$ 407,534	\$ 1,857	\$ 711,027	\$ 4,944,049

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2005**

	208 LTGO BOND REDEMPTION	209 2000 NOTE REDEMPTION	210 LID 99-1 GUARANTY	211 UTGO BOND REDEMPTION	TOTAL DEBT SERVICE
ASSETS					
CASH	\$ 1,364	\$ 1,832	\$ 9,571	\$ 180	\$ 12,948
INVESTMENTS	10,600	14,237	74,361	1,401	100,599
RECEIVABLES	1,287	-	-	-	1,287
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	13,252	16,069	83,932	1,581	114,834
LIABILITIES					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	-	-
TOTAL LIABILITIES	-	-	-	-	-
FUND BALANCE:					
BEGINNING OF YEAR	13,346	7,084	81,521	-	101,951
Y-T-D REVENUES	911,557	128,999	2,410	64,798	1,107,765
Y-T-D EXPENDITURES	(911,651)	(120,014)	-	(63,217)	(1,094,882)
ENDING FUND BALANCE	13,252	16,069	83,932	1,581	114,834
TOTAL LIAB. & FUND BAL.	\$ 13,252	\$ 16,069	\$ 83,932	\$ 1,581	\$ 114,834

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2005**

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
ASSETS								
CASH	\$ 13,522	\$ 32,683	\$ 12,837	\$ 8,708	\$ 156,301	\$ 28,316	\$ 17,734	\$ 270,101
INVESTMENTS	104,284	253,149	99,732	67,657	1,214,364	219,997	137,783	2,096,965
RECEIVABLES	58,919	163,875	-	-	-	67,648	-	290,441
FIXED ASSETS	3,567,304	9,099,327	-	-	753,626	684,000	23	14,104,280
OTHER	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,744,030	9,549,033	112,569	76,365	2,124,290	999,961	155,540	16,761,787
LIABILITIES								
CURRENT	24,680	39,371	-	257,561	178,605	17,486	141,684	659,387
LONG TERM	36,051	44,167	-	1,852,725	-	34,283	-	1,967,226
TOTAL LIABILITIES	60,731	83,537	-	2,110,287	178,605	51,769	141,684	2,626,613
FUND BALANCE:								
BEGINNING OF YEAR	3,873,461	9,463,114	73,248	(2,072,845)	2,261,803	954,294	(78,365)	14,474,710
Y-T-D REVENUES	778,880	1,557,513	39,321	352,474	347,426	431,632	435,678	3,942,925
Y-T-D EXPENDITURES	(969,043)	(1,555,131)	-	(313,552)	(663,543)	(437,734)	(343,458)	(4,282,461)
ENDING FUND BALANCE	3,683,298	9,465,496	112,569	(2,033,922)	1,945,686	948,192	13,855	14,135,174
TOTAL LIAB. & FUND BAL.	\$ 3,744,030	\$ 9,549,033	\$ 112,569	\$ 76,365	\$ 2,124,290	\$ 999,961	\$ 155,540	\$ 16,761,787

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF DECEMBER 31, 2005**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	TOTAL ALL FUND TYPES
ASSETS						
CASH	\$ 235,252	\$ 1,077,778	\$ 12,948	\$ 1,325,979	\$ 270,101	\$ 1,596,080
INVESTMENTS	2,526,990	3,828,241	100,599	6,455,830	2,096,965	8,552,795
RECEIVABLES	1,010,367	38,030	1,287	1,049,684	290,441	1,340,125
FIXED ASSETS	-	-	-	-	14,104,280	14,104,280
OTHER	-	-	-	-	-	-
TOTAL ASSETS	3,772,609	4,944,049	114,834	8,831,492	16,761,787	25,593,279
LIABILITIES						
CURRENT	237,226	484,143	-	721,369	659,387	1,380,756
LONG TERM	25,612	7,413	-	33,024	1,967,226	2,000,250
TOTAL LIABILITIES	262,837	491,556	-	754,393	2,626,613	3,381,006
FUND BALANCE:						
BEGINNING OF YEAR	3,136,959	3,520,214	101,951	6,759,124	14,474,710	21,233,834
Y-T-D REVENUES	7,608,356	11,778,364	1,107,765	20,494,485	3,942,925	24,437,409
Y-T-D EXPENDITURES	(7,235,543)	(10,846,085)	(1,094,882)	(19,176,510)	(4,282,461)	(23,458,971)
ENDING FUND BALANCE	3,509,772	4,452,493	114,834	8,077,099	14,135,174	22,212,273
TOTAL LIAB. & FUND BAL.	\$ 3,772,609	\$ 4,944,049	\$ 114,834	\$ 8,831,492	\$ 16,761,787	\$ 25,593,279