

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
April 10, 2006 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of March 27, 2006 and Special City Council Meeting of March 30, 2006.
2. Correspondence / Proclamations: a) Letter to Colonel Hilton; b) Proclamation – National Volunteer Week; c) Proclamation – Records and Information Management Month.
3. Appointments to the Gig Harbor Arts Commission.
4. Appointment to the Building Code Advisory Board.
5. Consultant Service Contract – Robert Winskill.
6. Amendments to 2006 Job Descriptions.
7. Consultant Service Contract – Evaluation of Community Development.
8. Scofield Property Acceptance.
9. Special Occasion Liquor License: Prison Pet Partnership Program.
10. Liquor License Application: Halftime Sports, LLC; Terracciano's
11. Payment of Bills for April 10, 2006.
Checks #49947 through #50071 in the amount of \$377,062.39.
12. Approval of Payroll for the month of March:
Checks #4172 through #4221 and direct deposits in the amount of \$403,171.16.

OLD BUSINESS:

1. Second Reading of Ordinance – Hardy Rezone.
2. Second Reading of Ordinance – Amendment to GHMC Adopting Updated State Amendments to the Building, Fire, Mechanical, and Energy Codes.
3. Traffic Safety Emphasis Interlocal Agreement.

NEW BUSINESS:

1. Public Hearing and First Reading of an Ordinance – Allowing the combination of nonconforming lots, GHMC 16.03.004.
2. Public Hearing and First Reading of Three Ordinances – Adopting the land use matrix, adding Chapter 17.14 and amending Chapters 17.04 and 17.72.
3. Consultant Services Contract – Historic Structures Report.

STAFF REPORT:

1. John Vodopich, Community Development Director – Planning Commission Work Program.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Mayor's Community Coffee Open House – Tuesday, April 25th from 4:00 p.m. – 5:30 p.m. at the Gig Harbor Civic Center.
2. GH North Traffic Options Committee Meeting – Wednesday, April 26th at 9:00 a.m.
3. Council Community Coffee Meetings: a) May 16th, 6:30 p.m. at Chapel Hill Presbyterian Church; b) June 21st, 6:30 p.m. at Peninsula Library.

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF MARCH 27, 2006

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

CALL TO ORDER: 7:04 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of March 13, 2006.
2. Eddon Boat Demolition Project – Environmental Sampling and Abatement Contract(s).
3. 2006 NPDES Permit Water Quality Monitoring Program – Consultant Services Contract.
4. Sanitary Sewer Facilities Easement and Maintenance Agreement – Canterwood Business Park.
5. Community Economic Revitalization Board Job Development Grant – Contingency Agreement.
6. Interagency Agreement for Combined Business License Services.
7. Liquor License Assumption – Brix 25 Restaurant.
8. Payment of Bills for March 27, 2006.
Checks #49826 through #49946 in the amount of \$368,836.66.

MOTION: Move to adopt the consent Agenda as presented.
Franich / Kadzik – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Amending Critical Areas Regulation as Required by State Statute. Jennifer Sitts, Senior Planner, noted that there have been no changes to the ordinance since the last meeting. She explained that if Council chooses to pass the ordinance, the city would be in compliance with the Growth Management Act and would be allowed to submit a CERB Grant for five million dollars for transportation improvements in the Gig Harbor North / Borgen Boulevard interchange. Ms. Sitts described the two options in the code that would allow a property owner a variance from these critical areas regulations in case a property was severely constrained.

Doug Sorenson – 9409 North Harborview Drive. Mr. Sorenson passed out photos and a map of his property. He then thanked Councilmembers Payne and Eric Mendenhall for visiting his site and explaining the ramifications of the regulations on the property. The proposed 150 foot buffer for Category 2 wetlands makes his property subject to the variance option in the reasonable use criteria of the ordinance. He described his property and how the buffers and setbacks would apply. He continued to say that neither the options described by Ms. Sitts would guarantee he could construct a single family residence on his property. Since the property is unique, as it is the last undeveloped waterfront parcel on North Harborview Drive, he suggested that the city consider exempting his property from the proposed 150' buffer or that a resolution be

adopted stating that his property shall receive special consideration due to the unique characteristics and location.

Councilmember Dick asked if there was any scientific basis to justify such an action. Mr. Sorenson said that the city attorney would have to be consulted. He added that he was sure that there are laws to allow such a resolution as there are variances for height and other things. How it applies to wetlands would be up to the attorney.

MOTION: Move to adopt Ordinance No. 1036 as presented.
Dick / Young -

Councilmember Young responded to the concerns voiced by Mr. Sorenson. He said that he agreed that there are properties in town that may be significantly restrained by wetland buffers, but that why the reasonable use exception was included. He gave a brief overview of the process. He explained that the city cannot exempt a particular property from an ordinance, but there can be methods of deviation from the standards if necessary. He then said that any changes to the ordinance would have to be justified by scientific information, which cannot be done on a case-by-case basis. This has to be left up to staff and the Hearing Examiner.

RESTATED MOTION: Move to adopt Ordinance No. 1036 as presented.
Dick / Young - unanimously approved.

2. Second Reading of Ordinance – Clarifying the Requirements for Sewer Hook-ups. Mark Hoppen, City Administrator, presented this ordinance that will allow a few parcels platted prior to 1990 to install septic drainfields rather than connecting to city sewer.

MOTION: Move to adopt Ordinance No. 1037 as presented.
Young / Conan - unanimously approved.

NEW BUSINESS:

1. Street Vacation Request – Wheeler Avenue (Barta). John Vodopich, Community Development Director, presented this petition to vacate a portion of Wheeler Street that abuts the residence at 9476 Wheeler Street. This area falls under the non-user statute of 1891, however, there are questions regarding ownership. He recommended that prior to adopting a resolution setting a public hearing date, that the matter be further researched by staff and legal counsel.

Councilmember Dick agreed that the matter needed to be explored further to gather the relevant facts regarding public use since 1905. He suggested that historical photos may be helpful.

Councilmember Franich asked how long it would take to obtain the necessary information. Carol Morris, City Attorney, responded that although she had received some information, the request by Councilmember Dick for further facts will require more

time. Councilmember Dick offered his assistance in determining the necessary information and sources required to address the issue.

Councilmember Young asked for clarification on whether the use would have to be vehicular only or if pedestrian use would apply. He also asked if the street were vacated under this statute if it would preclude further public use.

Carol Morris, City Attorney, explained the two ways to vacate a street; one, the non-user statute and two, the street-vacation statute. If the city is unable to establish the facts sufficient for a non-user statute, then it should be determined whether the site qualifies under the city's street-vacation criteria. She further clarified that the use would not have to be limited to vehicular use. A street is a public way that has to be traveled by the public, which can be defined as vehicular or pedestrian.

Doug Sorenson – 9409 North Harborview Drive. Mr. Sorenson said that Wheeler Street is part of the City of Ardena, which was platted in 1912, adding that he is unsure how the 1905 Non-user Statute would affect this property. He said that later, an ordinance was written addressing street-ends that end in the water, and again, he said he was unsure how this affects the property in question. Mr. Sorenson talked about the past 34 years that he has lived across, and used Wheeler Street. He said that the Puyallup Fishing Tribe uses this annually to remove the Chum Salmon by truck. The boaters use it to retrieve their boats that blow into this end of the harbor. Kids and families walk over from the City Park, and have been doing this the entire time he has lived there. Cars drive down to the end to see the spectacular view, and friends of the Creighton's use this road as public access when they come to visit. Mr. Sorenson asked Council to consider this seriously, adding that he was on the Council when the site was set-aside to be developed as a viewing place for all residents of Gig Harbor.

Councilmember Dick asked if during the time Mr. Sorenson had lived there, if public access had been barred. Mr. Sorenson replied "never." He continued to say that the Wheeler Street sign has been up for more than ten years.

Maureen Barta – owns property at 9508 Wheeler Street. Ms. Barta explained that the piece of water at the end of Wheeler has been weeded up since she bought the property and no one has ever driven a car past the point where Wheeler and Rust Street meet because there is no way to drive down. People don't walk down in those bushes because it's been at least 8 feet of weeds since she bought the property. She said that people drive down to Rust where her mailbox is located and proceed to drive into her back yard and turn around on Wheeler, but do not drive through on the piece that she is asking to have vacated. She stressed that this has not been improved and she has not found any pictures that show anything going down to the water from that point since she bought the property. She again said that people go into her yard when they go down to the water, but not on Wheeler. She clarified that she has owned the property for six years.

Denae Creighton. Ms. Creighton said that she doesn't have an address because the street on which her house is located was vacated by the city against her request. This street has been the access to the Creighton's property since 1949. The street was occupied prior to that by the house that Maureen Barta owns, a little matching house owned by Paul Conan's Grandparents, and the Creighton's house. Prior to that two brothers from Norway owned the homes. She continued to describe the other surrounding houses including the property Doug Sorenson owns. She said that her husband voiced objection to the vacation at the public hearing because it land-locks the property and diminishes the value greatly. They have no legal access to their property and they don't know what their address is. The fire department doesn't have any way to get to their home if they don't know where it is. It exists on the map now because it's been there a long time, but if it's not in use, she hopes that the fire department is aware that they are there. At the hearing, when her husband voiced his objection, it didn't seem to matter to anyone. They voted on it at a hearing, not a City Council meeting, which she understood to be for discussion only. When her husband talked to Mr. Hoppen afterwards he was told that it was done and was up to them to negotiate easements with the neighbor, Mrs. Barta. This puts neighbor against neighbor and so they have no legal access to their property. Her husband then reminded Mr. Hoppen of the sewer line running through the property and that there has to be a 15 foot easement for repair.

Councilmember Dick asked which street she is referring to. Ms. Creighton responded Rust Street. Their garage and shop open onto Rust Street and now they only have access to their property from another property they own on Vernhardson. If they want to sell the upper house, this section of property goes with the house as a side yard setback.

Councilmember Dick asked for further clarification on the portion of Wheeler Street toward the water from Rust Street. He asked if she had knowledge of its use during the time she has lived there or prior. Ms. Creighton said that Wheeler Street has always been the only access to Rust Street. She said that she has seen kids down there building bonfires and some times you see people parked there. You used to see a lot of people go down to fish or get shellfish in the bay. Not so often anymore.

Chuck Meacham – 9509 Wheeler Avenue. Mr. Meacham said that his property is just about where the dock is located abutting Wheeler Street. He said that they are new residents and are unfamiliar with the legal aspect of vacating streets. He requested that if the city decides to vacate the tip of Wheeler, he would be interested in getting half, if appropriate.

MOTION: Move to table this matter until staff can gather facts to determine whether further action on vacation is appropriate.
Dick / Franich – unanimously approved.

Councilmember Young addressed the concerns voiced by Ms. Creighton. He described the difference between a street vacation and the non-user statute process. He said that

in the non-user cases, the street has never been used as a city street but it does not mean that other residents haven't used it as a private driveway. What Mr. Hoppen was trying to explain that if there has been an unwritten agreement allowing access to others properties, the owners of the vacated street are compelled to grant an access easement. The city has no right of possession of this property and therefore has not taken away anyone's access by vacating that portion of Rust Street.

Mayor Pro Tem Ekberg explained that before Council takes any action on a vacation request, a date is set for a public hearing and notice is set. If this continues it will be the next step.

Councilmember Dick addressed the comments regarding Rust Street. When this vacation came before Council, these issues had to have been discussed. He said that he recalls the city did not vacate this street, but simply acknowledged that Rust Street had been vacated by operation of law. He asked legal counsel whether this action indicated that the city vacated any public use that had occurred since 1905 through adverse possession. Ms. Morris responded that it did not. All the vacation did was remove the cloud from the title that existed because of the old platting. Anything that has occurred since that time is something that the property owner could establish through a quiet title action if they believe they have a prescriptive easement or adverse possession.

2. First Reading of Ordinance – Hardy Rezone. John Vodopich presented this ordinance that would implement a site-specific rezone approved by the city's Hearing Examiner. This will return for a second reading at the next meeting.

3. First Reading of Ordinance – Amendment to GHMC Adopting Updated State Amendments to the Building, Fire, Mechanical, and Energy Codes. Dick Bower, Building Official / Fire Marshal, explained that this a housekeeping ordinance formally adopting the state enacted amendments to the International Building, Fire and Mechanical Codes and the State Energy Code.

Councilmember Payne asked if there any revisions of note. Mr. Bower responded that the majority of the revisions have to do with things like economizers in air conditioning units. There is nothing that affects structural construction. He further explained that the city attorney feels it best to formally adopt the amendments. This will return for a second reading at the next meeting.

4. Request for Building Inspector FTE. Mark Hoppen, City Administrator, explained that a part-time inspector position had been improved in the 2006 Budget. After an effort to recruit, it has become apparent that there is no market for a part-time position. He recommended a full-time hire as the only means to obtain competent help.

Councilmember Franich asked if it is a matter of pay. Mr. Hoppen explained that it is not a matter of salary, but a matter of qualifications and the security of a full-time position. There are so many full-time inspector jobs available that no one wants to apply for part-

time. Councilmember Franich said that this is an unfortunate rationale to hire a full-time employee that will be with us forever.

Councilmember Young said that although unhappy about the change, it sounds like there is little choice.

MOTION: Move that staff bring back a request for a 2006 Budget adjustment for the immediate hiring of a full-time building inspector.
Young / Payne – unanimously approved.

5. Traffic Safety Emphasis Interlocal Agreement. Mike Davis, Chief of Police, presented this agreement that allows the Gig Harbor Police Officers to participate in the Tacoma/Pierce County Task Force on Alcohol/Driving with several other agencies. He mentioned that Carol Morris, City Attorney, has concerns regarding the liability of having a supervisory from another jurisdiction directing the activities of our officers to do something perhaps illegal or unethical. He explained that the nature of the job of police officer is saturated with liability, and when our officers enter into another jurisdiction, they are essentially independent businessmen representing the City of Gig Harbor; they follow our policies and procedures. When in another jurisdictions, those serving as supervisors act only as coordinators to set out the perimeters and to explain the paperwork. Chief Davis explained that he is very comfortable knowing the benefits far outweigh the perceived risk.

Mayor Pro Tem Ekberg asked the frequency and number of officers involved in the DUI Task Force. Chief Davis responded that there are approximately 20 emphasis patrols in Pierce County per year. We have one rotational officer that participates in about $\frac{3}{4}$ of those. It is funded through grants from the Washington Traffic Safety Commission.

Councilmember Payne asked if it impacts coverage when an officer participates. Chief Davis responded that an officer is only allowed to participate when there is enough coverage on a shift to compensate. He said that Gig Harbor has participated in the program for at least ten years. He added that he is currently the chairman of the DUI Task Force and very aware of the duties, workings and the agreements between the agencies.

Councilmember Franich asked who would be in control of the officers out on a DUI Task Force Patrol. Chief Davis explained that if there was a critical incident, the jurisdiction's supervisor would immediately take over and direct the activities of the event. The normal course of events in the emphasis patrol doesn't require this level of supervision. Councilmember Franich said that he would support the agreement, but also has liability concerns.

Mayor Pro Tem Ekberg asked how the exposure would be different than in any instance when the officers assist another jurisdiction. Chief Davis explained that the Washington Mutual Aid Police Officers' Act 10.90.93 is the legislation that supports this action. In the

instance of the DUI Task Force, there is an agreement that lays out the operations and procedures that further supports the WMAPOA.

Councilmember Kadzik asked how many officers are involved in an emphasis patrol. Chief Davis responded that usually there are 15-30 total officers.

Carol Morris pointed out that this agreement doesn't follow the Washington Mutual Aid Powers Act and that is where her concerns lie. The MPPA says that when there is a supervisory directing the officers, that these supervising officer and his jurisdiction has the liability for the action unless there is an agreement that allocates the liability differently. The Traffic Safety Emphasis Interlocal Agreement allocates the responsibility and liability to the participating agency.

Councilmember Dick agreed that the Police Powers Act assumes responsibility and liability, but it is common to change this by other agreement. One of the reasons someone would chose to change this is when you have many people helping, it is difficult for the supervising agency to know how well the officers are trained. Under those circumstances, the jurisdictions decide that each jurisdiction bears the liability for their own employees. Both models work and both are appropriate. Councilmember Dick then said that he feels more comfortable with this model because we control it. We train the officers and bear the liability even when they are helping another agency. Unless all the other agencies are willing to rewrite the agreement, this is a better allocation of risk.

Chief Davis responded that this agreement has been in effect for many years, and none of the other agencies are willing to make changes.

Carol Morris pointed out that she would be remiss if she didn't remind Council that this is an issue under the city's insurance coverage. There could be an issue whether AWC Insurance would cover the officer's liability under this agreement. Councilmember Dick said that he could anticipate that we are covered because other cities would not have signed in if they couldn't have coverage, but then agreed that it should be checked.

Chief Davis said that he will contact AWC to check coverage and bring this back at the next meeting.

Councilmember Young said that the city acted without a written agreement for several years, and he recommended not changing the terms of the agreement because of the concern that other agencies may not be as well-trained as ours. He said that he trusts our officers to take the appropriate action.

MOTION: Move to table this to the next meeting and staff bring back an answer to the insurance coverage issue.
Dick / Franich – unanimously approved.

6. Bid Award – Briarwood Pedestrian Street Improvement Project – Phase 1. John Vodopich presented this bid award for improvements along Briarwood Lane between Point Fosdick and 33rd Avenue. The bids were in excess of the budgeted amount, however, sufficient funds are available in the street/utility fund. He addressed questions on the project and recommended approval.

MOTION: Move to authorize the award and execution of the contract for this project to Pape & Sons Construction, Inc. as the lowest responsible bidder, for their quotation proposal in the not-to-exceed amount of \$131,239.50.
Conan / Payne – unanimously approved.

STAFF REPORT:

1. Friends of the Parks Commission Progress Report. Councilmember Payne pointed out that the Commission is asking for direction from Council regarding clearing of the property. Staff advised that this was already budgeted for June of this year. Mayor Pro Tem Ekberg asked that staff transmit this information to the Commission.

2. Mark Hoppen, City Administrator – St. Anthony Hospital Update. Mr. Hoppen noted that the final Supplemental Environmental Impact Statement is due the end of this week. The Planning Commission work-study session will be held April 6th, and the hearing will be held April 20th. This will enable the ordinance to come before Council in May. He continued to explain that HB 2670 was signed by the Governor and provides the potential for funding relating to the development of the hospital and other infrastructure in that area. He said that the Mayor, the Finance Director and he met with the state revenue folks, as well as the bonding representative from Bank of America to gain insight and determine an outline of the earliest time action could be taken.

In order to use HB 2670, there would have to be a history of sales tax receipts established over and above the baseline calendar year, 2007, that most likely would be three years in duration. It will take time to use this bill, but projects can be identified beforehand. He said that in August, Council could expect to see a draft ordinance that identifies potential projects consistent with the Comprehensive Plan elements augmenting the development of the hospital and other infrastructure in the Gig Harbor North area. The near future task is to conduct discussions with the city's Bond Counsel about the viability of the bill and how it relates to the capacity to sell such revenue bonds.

Councilmember Dick asked for clarification on the baseline year. Mr. Hoppen responded that the year that the sales tax assessment begins is 2007. Other trends may factor in the sale of bonds, such as a strong sales tax history. This will be explored before the August discussion.

Councilmember Young said that he believed that the baseline can begin in August of 2006. Mr. Hoppen said that he doesn't believe that this is the case. Councilmember Dick said that he wants to begin gathering the facts as soon as possible.

PUBLIC COMMENT: None.

COUNCIL COMMENTS:

Councilmember Young made the following motion.

MOTION: Move to direct staff to prepare a recommendation to forward to the Planning Commission to address the conflicting sections in the city code pointed out by Wade Perrow and for the Planning Commission bring back a recommendation for Council consideration.
Young / Conan – unanimously approved.

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

MOTION: Move to adjourn to executive session at 8:20 p.m. for approximately fifteen minutes to discuss property acquisition per RCW 42.30.110(1)(b).
Franich / Conan – unanimously approved.

MOTION: Move to return to regular session at 8:34 p.m.
Franich / Conan – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:35 p.m.
Franich / Young – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1 – 29

Steven K. Ekberg, Mayor Pro Tem

Molly M. Towslee, City Clerk



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: LITA DAWN STANTON
SUBJECT: CONTRACT FOR EVALUATION OF COMMUNITY DEVELOPMENT
DATE: APRIL 10, 2006

BACKGROUND

In January of 2006, the Mayor initiated a RFQ for an Evaluation of Business Processes within the Community Development Department (Planning, Building/Fire, Engineering & Operations).

On March 1st, the RFQ was advertised and three responses were received. Interviews were conducted the week of April 3rd. After reviewing the proposals from two of three consultants specializing in development permitting audits, the Latimore Company was chosen.

Two cities who contracted with the Latimore Company in the past two years were contacted to assess the long-term benefits of their work with Kurt Latimore. Kate Galloway, senior planner at the City of Monroe expressed complete satisfaction detailing directives that led to code amendments and processes improvements. Rick Cisar, Director of Community Development for the City Sultan also provided excellent feed-back, stating that Kurt Latimore did a tremendous job and that results of the review improved efficiency for his department.

FISCAL CONSIDERATION

Funding for this work was budgeted in the 2006 Administration Fund, Objective #10 - \$30,000. The Latimore Company's bid for services is \$19,250.00.

RECOMMENDATION

Staff recommends authorization of the Consultant Services Agreement with The Latimore Company, LLC to perform the Evaluation of Business Process within the Community Development Department.

PROPOSAL SUBMISSION FORM

Request For Qualifications Evaluation of Business Processes / Community Development Department (Planning, Building/Fire Safety, Engineering & Operations)

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

The undersigned, having carefully read and considered the Request for Qualifications to provide an Evaluation of Business Processes of the Community Development Department for the City of Gig Harbor, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed within the rates set forth in said proposal.

PROPOSER

Company Name: THE LATIMORE COMPANY, LLC

Doing business as: an individual a partnership a corporation

duly organized under the laws of the State of WASHINGTON

by: Kurt R. Latimore KURT R. LATIMORE, MEMBER
signature of authorized representative type or print name

PRINCIPLE OFFICE ADDRESS

Street address 11805 INGRAHAM ROAD

City _____ County SNOHOMISH

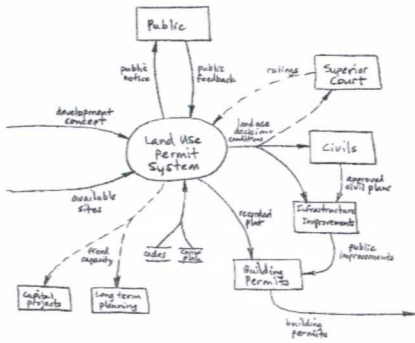
State WA Zip Code 98290 Telephone (360) 805-2999

E-mail Address klatimore@thelatimoreco.com Fax (360) 805-2999

TAXPAYER IDENTIFICATION NUMBER

Employer I.D. No. 20-0298088 OR Social Security No. _____
Corporation or partnership individual

ALL PROPOSALS MUST INCLUDE THIS COVER SHEET. IN ADDITION, THE PROPOSAL MUST CONTAIN ALL THE CONTENT AND EVALUTION REQUIREMENTS LISTED IN THIS RFQ PACKAGE.



The Latimore Company, LLC
 11805 Ingraham Road
 Snohomish Washington 98290
 (360) 805-2999 • (888) 650-2999
 klatimore@thelatimoreco.com

March 24, 2006

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

Re: Request for Qualifications
 Evaluation of Business Processes, Community Development Department

Mayor Hunter,

The Latimore Company (TLC) is a community government consulting firm located in Snohomish County that is dedicated to improving the predictability, efficiency and collaboration of permit operations. TLC has consulted for 17 Western Washington cities and counties to improve community permit system performance.

TLC process evaluations address the full range of commercial and residential processes, including, for example:

- Land use actions
- Civil plan reviews
- Design review
- Public process
- Quasi-judicial review
- Building plan review,
- Inspection
- Code enforcement
- Forestry
- Agency coordination.

Departmental analysis includes:

- Planning
- Engineering
- Plans examiners
- Inspectors
- Fire marshal
- Public works, O&M
- Environmental health
- Critical areas
- Shorelines
- Watershed
- IT (GIS, tracking software architecture, use and admin)
- Administration
- Technicians, and others

The Latimore Company offers to review and evaluate your current permit operations, and work with your team to achieve the goals of improved effectiveness, efficiency and customer service.

TLC can meet your timetable.

TLC offers this proposed work plan for your consideration. TLC will work with you to finalize scope and contract terms. TLC can largely accept your standard consultant service contract.

Evaluation Strategy

The strategy TLC proposes is an approach proven to be effective. This strategy is to analyze the data flows between processing steps. In this way, we trace the flow of applications through their series of reviews and examine the interactions with applicants, quasi-judicial bodies, agencies and the public. Much about process efficiency has to do with the quality and timing of information as it passes from one processing step to the next. Analysis of these data flows reveals the constraint of the system. Recommendations follow.

IT Application Analysis

TLC has worked with a number of regional jurisdictions to assess their use of permit tracking software and make recommendations about the addition of systems or enhancements to them.

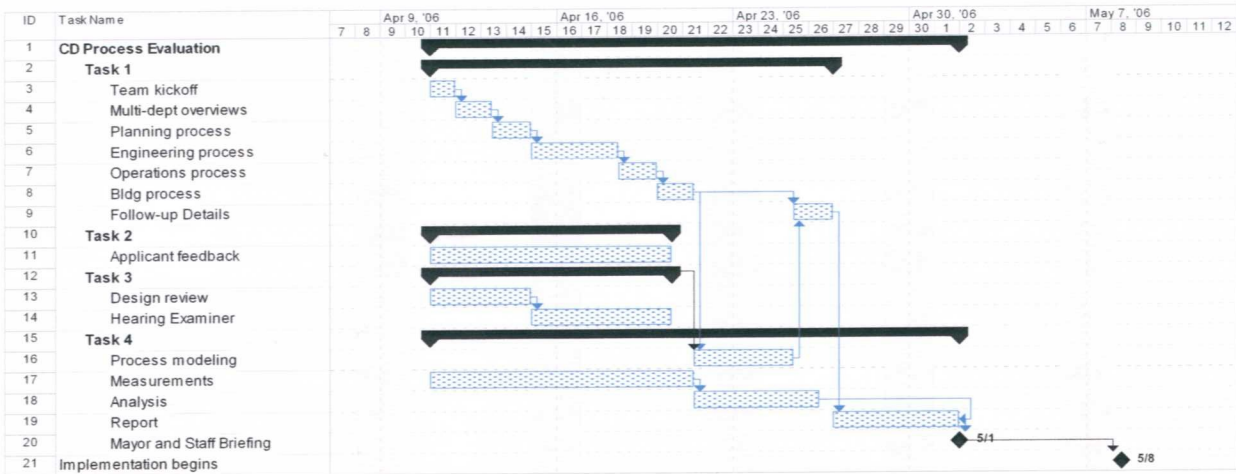
TLC is recommending an architecture for integrating PW reviews into *Accela Permits Plus* in Redmond. TLC is also working with Skagit County to integrate planning activities into *Permits Plus* and reconcile accompanying paper records.

TLC developed a management report with Jefferson County to inform management decisions and serve as a basis of prioritization. And, TLC specified a management “dashboard” for Whatcom County to identify and steer performance. Both Jefferson and Whatcom Counties use *Accela Permit Plan* software. Recommendations included refinement of user practices.

Proposed Work Plan

The proposed work plan (Fig. 1) includes five tasks that establish how the process currently works, and how it may vary from time to time, at a fairly detailed level.

- Staff interviews (Task 1)
 - Planning, Engineering
 - Operations, Administration
 - Building, Fire
- Applicant feedback (Task 2)
- Public process (Task 3)
 - Design review
 - Hearing examiner
- Findings and Recommendations (Task 4)
 - Process modeling
 - Analysis
 - Final Report
 - Mayor & Staff Briefing
- Implementation discussions (Task 5)



Staff Interviews and Meetings (Task 1)

Staff interviews generally take 1½ to 2 hours each. Most are with 2-3 personnel at a time. The most experienced staff will likely attend 3-4 sessions over the course of the evaluation. Most of the team will participate in at least one interview session. These trace the flow of applications through the organization, evaluate process standards, and discuss the interactions that occur.

The interview process is also designed to engage participants in the improvement process. Strong implementation relies on staff understanding and embrace of proposed changes.

As part of this, TLC recommends a 1 hour all-hands kickoff meeting, which could be split into two sessions if coverage necessitates. This prepares the team for participation, reviews objectives and provides an opportunity for questions.

Applicant Feedback (Task 2)

TLC would contact a sample of recent applicants identified by the City. This is to collect feedback from applicant experiences with the process. This sample would include professional and single-project applicants for typical land use actions, site plan reviews, and building permits.

This provides helpful insights into system operation, customer service, the effectiveness of interactions from their perspective, and the clarity applicants have from the outset about procedure and process standards. The effects of design review will also be explored.

Public Process (Task 3)

TLC would observe a design review board session and a hearing examiner hearing. This would include follow-up to get feedback on the quality of staff reports, the process mechanics from their perspectives, and the mix of projects they decide.

Findings & Recommendations (Task 4)

TLC would develop process models to trace the flow and coordination of permit materials through the various reviewing workgroups and between the City and applicants, the public and any outside agencies as needed. The organizational design would be compared with this process flow.

Measurements would be collected which may require research, depending on current performance measures and records management practices. Key measurements would be compared with a body of regional permit timeline data that TLC maintains.

Interview notes, applicant and other feedback, observations of workflow, forms and standards, process models and measurements will be analyzed using the *Theory of Constraints* methodology. With this approach, we identify the constraint across the workgroups that paces current performance.

Based on this analysis, TLC will produce a report of findings and recommendations that evaluates the current process and offers practical alternatives for improvement. Prioritization will be addressed.

Implementation considerations for a software tracking system will also be included.

This report will be presented to you and your staff on May 1.

Implementation Discussions (Task 5)

TLC offers to work with City leadership to develop implementation plans around chosen recommendations and timelines.

As part of these efforts, TLC recommends an all-hands debriefing after release of the report to help prepare and engage the team for implementation.

The Latimore Company

General Information

The registered name of the firm is: The Latimore Company, LLC
A limited liability company of the State of Washington

The office is located at: 11805 Ingraham Road
Snohomish WA 98290.

The firm is in its third year of business, established in 2003.

The Latimore Company knows of no potential conflicts of interest due to its clients or contracts. Neither the firm nor its principal, Kurt Latimore, have any property interests in Gig Harbor.

Management Philosophy

The Latimore Company is praised for its great value and responsiveness to its clients. TLC delivers its commitments and does so within agreed budgets. TLC is also flexible to adjust focus and scope.

TLC works as a partner with jurisdictions from assessments through implementation, with ongoing support thereafter. TLC is dedicated to its clients and is always respectful and constructive in its work with staff, local citizens and applicants.

Company Experience

TLC evaluations range the full scope of analysis sought by Gig Harbor. Sample projects are:

Analysis of permit reviewing departments, intake and review standards, tracking software, online resources, workflow management, and handling of critical areas

Gary Christensen, Director
Skagit County PDS
1800 Continental Place
Mount Vernon WA 98273
(360) 336-9410

Hal Hart, Director
Whatcom County PDS
5280 Northwest Drive
Bellingham WA 98226
(360) 676-6907

Al Scalf, Director
Jefferson County Permit Center
621 Sheridan Avenue
Port Townsend WA 98368
(360) 379-4493

Bob Franklin, Manager
Public Works Engineering
15670 NE 85th Street
Redmond WA 98073-9710
(425) 556-2818

Keith Stahley, Director
Olympia CP&D
837 7th Avenue SE
Olympia WA 98507-1967
(360) 753-8227

Matt Zybas, Acting Director
San Juan County CP&D
135 Rhone Street
Friday Harbor WA 98250
(360) 378-2354

Sample Report

Please see the sample report: *Redmond Permit Process Improvement Initiative Findings and Recommendations*, for the City of Redmond (App. A).

Project Staffing

Kurt Latimore, TLC founder and principal, will perform the process evaluation for Gig Harbor. He developed TLC's methodology and performs all company services. His resume is enclosed.

Assumptions

TLC assumes that the operations scope in the evaluation is limited to permit review and that the inspection process is outside of scope. These may be added to the scope if the City wishes.

TLC also presumes the project can begin on April 11.

Fee Schedule

TLC's fully burdened rate is \$175 per hour. Expenses such as materials, communications and travel for this scope of work are included in this rate. TLC estimates the following hours for the five tasks. Most effort will be onsite.

		<u>Onsite</u>	<u>Offsite</u>	<u>Total</u>
Task 1	Staff interviews	30 hours		30 hours
Task 2	Applicant feedback	10 hours		10 hours
Task 3	Hearings process	10 hours		10 hours
Task 4	Analysis and report	10 hours	40 hours	50 hours
Task 5	Implementation	<u>10 hours</u>		<u>10 hours</u>
		70 hours	40 hours	110 hours

TLC proposes a billing at the conclusion of Task 4 (presentation of the report) with a billing for Task 5 discussions thereafter.

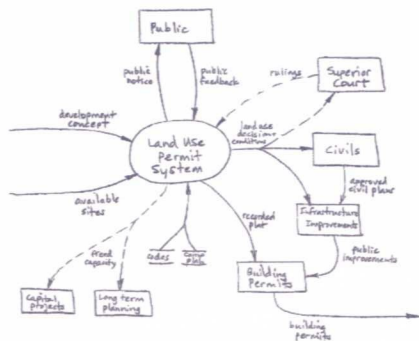
Thank you

Thank you for this opportunity to serve the City of Gig Harbor.

Regards,



Kurt Latimore, Member
The Latimore Company, LLC



The Latimore Company, LLC
 11805 Ingraham Road
 Snohomish Washington 98290
 (360) 805-2999 • (888) 650-2999
 klatimore@thelatimoreco.com

May 20, 2005

Redmond Permit Process Improvement Initiative

Findings and Recommendations

Summary

An audit was conducted in the winter of 2004-05 to evaluate the processes used by Redmond to decide development permit applications. This was done for the purpose of identifying ways to improve the predictability, efficiency and collaboration of City service.

The audit revealed that the constraint of the overall system is engineering civil plan approval, particularly for water and sewer utilities.

Noted are four standout strengths of the City within the region and four improvement opportunities. Recommendations included, among others, restructuring of the civil plan development cycle and resolution of as-built standards.

Table of Contents

Summary 1	Findings and Recommendations 8
Table of Contents 1	Particular Strengths 9
Introduction 2	Entitlement Process 9
An Upsurge in Demand 2	Results on the Ground 10
The Latimore Company, LLC 2	Use of Technology 11
The Theory of Constraints 3	Team Stability 12
Baseline Process Specification 3	Improvement Opportunities 12
Major Processing Steps in Redmond 3	Civil Plan Approval 12
Audit Scope and Process 4	As-Built 14
Baseline Performance 4	Counter Inquiries, On-Call Specialists 15
Baseline Process 4	Use of Permits Plus 15
Baseline Measurements 5	The Constraint 16
Applicant Feedback 8	Civil Plan Review 16
	Urban Areas 17
	Building Plan Review 18
	Steering Improvements 19
	Conclusion 19

Introduction

The Latimore Company audited the Redmond permit system in the winter of 2004-05 to recommend actions the City could take to improve service. This began half a year into use of the new International Building Codes and during finalization of a major critical areas ordinance update. Meanwhile, construction began for a new facility on the Redmond campus.

An Upsurge in Demand

This audit occurs during an upsurge in regional development activity. Regional permit applications were forecasted to grow on order of 10% in 2004 based on forecasts of the Seattle/King County EDC, now *enterpriseSeattle*.

While structural permits actually declined 9% in 2004 (Fig. 1 columns using the left axis), total building permits including over-the-counter, signs and demolitions rose 20% (Fig. 1 line using the right axis). Based on first quarter trends, 2005 looks like a year of growth overall.

Land use actions over the period held steady at their robust level of one every workday, nearly two when tree removal permits are included (Fig 2).

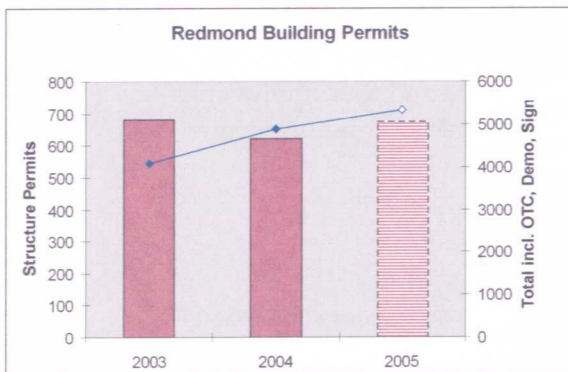


Figure 1 – Building Permit Volumes

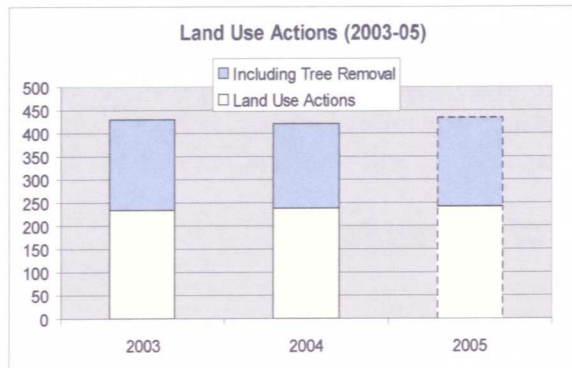


Figure 2 - Land Use Actions (2003-05)

The Latimore Company, LLC

The Latimore Company, LLC (TLC) is a community government consulting firm located in Snohomish City that is dedicated to improving the predictability, efficiency and collaboration of permit operations. Its founder, Kurt Latimore, led the deployment and refinement of the Model Permit System (MPS) through the Economic Development Council of Snohomish City in 2003 and continues to lead the initiative. The MPS is a package of administrative processes that have proven effective at streamlining permit application preparation and review. Several MPS techniques are currently utilized in the City and others are recommended such as civils pre-application meetings and comment letter debriefings.

The Theory of Constraints

Underlying efficiency improvements is Eliyahu Goldratt's *Theory of Constraints*. Goldratt, a physics professor, found that by modeling organizations and their objectives as physical systems (like gravity, water flow or electromagnetism) that the model predicted dramatic performance improvement was achievable. Organizations throughout the world are realizing these results. Its fundamental premise is that within any system is a constraint, rarely more than one, that generally remains consistent until changed by market forces or systematic change. If we understand this constraint (a particular resource or skill) we can aim our improvement efforts on it and thus elevate the performance of the entire system. In our audit of City processes, task allocation and departmental capacity we identified the constraint and direct improvement recommendations accordingly.

Baseline Process Specification

Tom DeMarco's *Structured System Specification* method was used to depict baseline Redmond processes. This effective method focuses on the data that flows between process steps, noting that any system at its conceptual level performs a series of transformations to incoming data (and/or raw materials) to produce new data (and/or a product). By focusing on the data as it is transformed by internal system processes, we can best understand whether there's a smooth transition to it or whether tangential, variable or non-value-added states are present along the way. If we find the latter, we improve.

The method uses a series of oval "bubbles" and arrow "data flows" to depict processing steps and the data in and out of each step. Implicitly, a step can begin once its first data-flow input is received, but cannot complete before its last input is received. Task performance is highest when processing begins after all inputs are received. Processing steps (bubbles) are numbered uniquely and are often decomposed into finer working-level steps, e.g. process 1 breaks into processes 1.1, 1.2... and 1.2 in turn into 1.2.1, 1.2.2..., etc. This enables us to visualize data flow in great detail (at the decomposed levels) or summarized at a more abstracted, higher level. Thus we can address details as well as see "the big picture" while maintaining connectivity between both. There is a loose sense of time in the diagrams as data generally flows left to right and process numbers generally increase in kind. Dashed arrows or bubbles indicate data-flows or processes which only occur sometimes or are a lesser-chosen alternative among options. Processing steps outside the scope of this analysis are shown as rectangles for reference.

Major Processing Steps in Redmond

Baseline processes were modeled in accordance with the natural steps typical Redmond development progresses through from feasibility study to occupancy. These are:

1. Entitlement (planned or arising spontaneously during building permit review)
2. Civil Plan Design (roadways, utilities, sewer, stormwater systems and as-builts)
3. Building Permits (generally the goal of applicants entering the permit process)
4. Final Plat (formal creation of new parcels in subdivisions)
5. Construction and inspection itself (outside the current scope of analysis).

Within these major steps are generally a series of milestones, namely:

1. Concept (informal yet important counter and phone inquiries and web site browsing)
2. Pre-App (short for pre-application review, it's a mid-design assessment of the basic site layout and architectural fit, and it tests readiness for submittal)
3. Intake (formal application submittal and any associated public notices)
4. Review (jurisdiction scrutiny for code compliance and engineering feasibility)
5. Decision (ruling by administrative process or by public hearings)
6. Appeal (quasi-judicial or to Superior Court; these are rare for permit decisions).

Audit Scope and Process

The audit examined the process from a number of angles. First, the basic process and its ongoing variations were examined through the course of a number of staff interviews. This perspective was complemented with time and second-effort measurements, feedback from applicants, observation of applicant/city interactions, anecdotal comments, walk-through observations and examination of the current organizational structure, roles and stability.

City departments included:

- Planning
- Building
- Fire
- Engineering and Transportation
- Stormwater
- Utilities (Water and Waste Water)
- Natural Resources
- Information Services (GIS).

Emphasis was proportional to departmental roles in mainstream permit application review.

The audit process included periodic presentation of the evolving findings to City staff for validation and to spur further inputs and ideas that were invaluable for rooting out underlying problems and potential solutions.

Baseline Performance

A picture of the current practices used by Redmond to review and decide applications has been assembled. This consists of a process model, measurements of current performance and feedback from recent applicants.

Baseline Process

Today's process in Redmond is depicted in [Diagram 1](#).

Baseline Measurements

Recent turnaround times were measured for land divisions, boundary-line adjustments, and building permits, key indicators of overall City review performance, and compared with Model Permit System (MPS) jurisdictions (Figs 3-5).

Regulatory reform ushered in a measurement used often by reviewing agencies known as the *120-day clock*. This is a measure of the elapsed calendar days from the date an application is deemed complete by the City until a decision is announced. However, the 120-day clock stops should an application need to be returned to an applicant for revision, known as resubmittal. Thus, decisions, which often require one or more resubmittals, generally take much longer in reality. This is addressed by measuring total elapsed working-days from original submittal to decision. Collaboration and mutual efficiency on both sides of the counter reduce this number, the goal. Redmond regularly uses both measurements to assess performance, which is excellent.

Using these indicators, we find that:

- Redmond has dramatically accelerated preliminary land use “entitlement” actions over the last three years, creating a system that cycles applications through technical review *weekly*, the fastest pace of any MPS jurisdiction.
- Redmond has refined its standard for preliminary land use submittal content which has eliminated many entitlement resubmittal “add info” letters (Fig. 6).
- Redmond has created a robust intake process for its land use and building permit applications that effectively filters incomplete applications from entering the system and determines completeness on the spot based on published checklists, sparing an extra 28-day review cycle.
- Redmond allows nine-lot short plats, the maximum under regulatory reform. This simplifies development of smaller subdivisions. Most of the region retains a four-lot limit. There are many nine-lot short plats underway in the City.
- Redmond has made excellent use of technology. The City has embraced web-based submittals for over-the-counter permits; Accela *Permits Plus* for managing its permit records, assignments and inspections; online status summaries for active permits; and posting of *all* of its application forms and reference guides online. It even uses the web to print on-demand application forms for applicants in the lobby. Redmond is clearly a technology town. ☺
- After entitlement, however, civil plans cycle 4½ times on average through the next phase of the process. Each cycle consumes 3 weeks for City review plus another 4 weeks on average for applicant redesign. The final iteration, for mylars, is generally faster unless bonding problems arise. Thus, projects average ½ year from when civil designs are first submitted until they can break ground (Fig. 7). This is nearly twice the iteration of MPS cities and the subject of much of the applicant feedback.
- As-builts are a problem for the City. The required content for these record drawings and datasets is an ongoing debate within the City and frustrates applicants, sometimes to the point of stalemate for years at a time.
- Building permit turnaround times can be lengthy (Fig. 5)

Civil Plan Decision Time

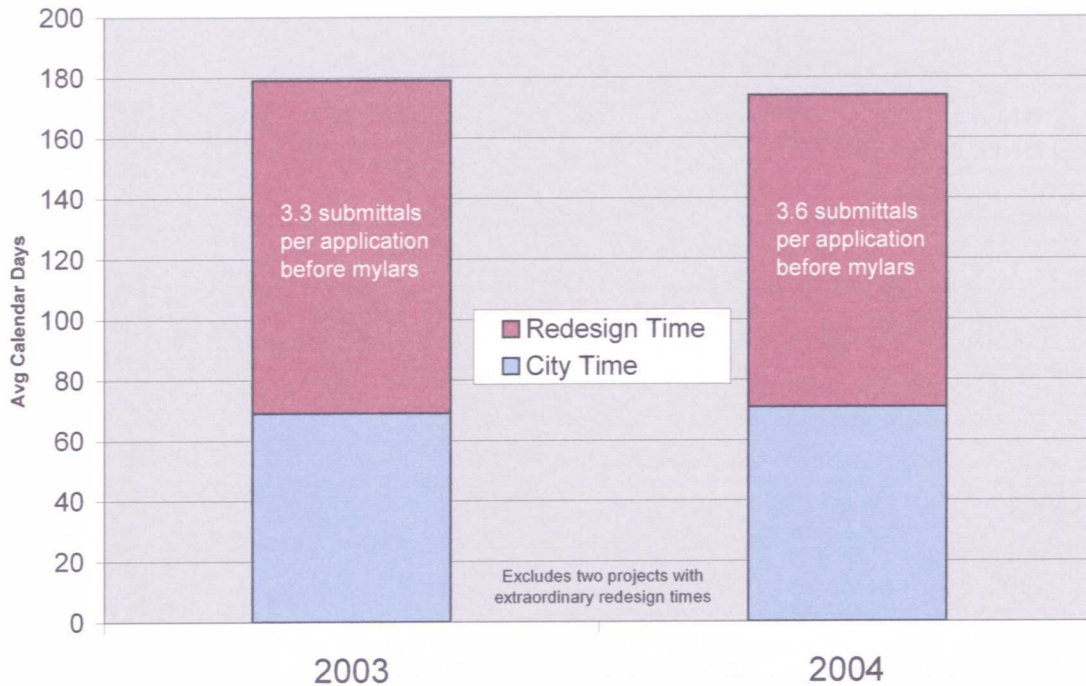


Figure 7 - Civil Plan Turnaround Times (Redmond)

Applicant Feedback

Professional developers and applicants from smaller through large Redmond projects were interviewed to provide feedback on their experiences working with the City and its processes. Comments are intertwined among the findings and recommendations.

Some confirmed and appreciated entitlement improvements in their feedback.

One theme beyond those noted in the following findings and recommendations was a desire to see more integration of the departments as has been done through the tech committee for entitlements, with clearer responsibility and accountability for overall results.

Findings and Recommendations

These baseline characteristics were analyzed using the Theory of Constraints, resulting in a series of findings and recommendations for ways the City could raise the performance of its permitting system. Model Permit System (MPS) techniques not already in place in the City, mostly aimed at the civils process, are also recommended.

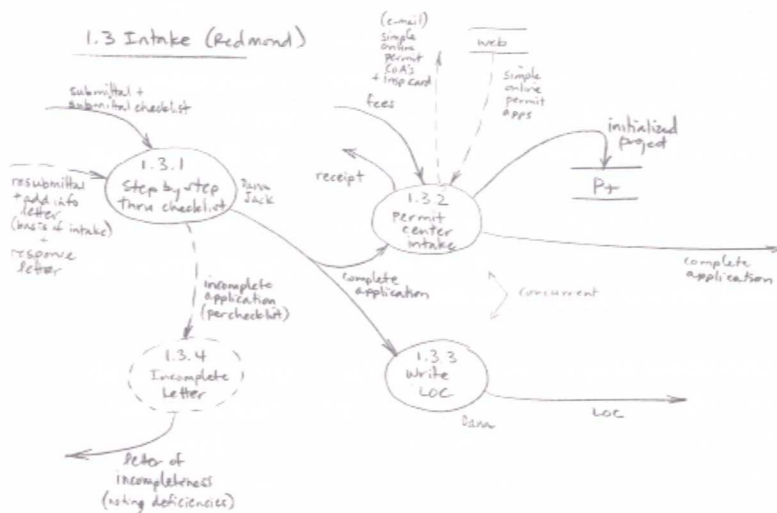
Particular Strengths

The City has four standout strengths that add significantly to the quality of the permitting experience and review quality. TLC recommends the City retain these strengths as it considers improvement recommendations.

Entitlement Process

The City's entitlement process has been greatly improved since efforts began in 2000 to streamline. Less time and half the resubmittals are needed to decide preliminary approval for many land use actions. Two particular accomplishments were institution of determination of completeness at intake, also a MPS technique, and addition of the tech committee.

Counter Completeness Determination



Redmond currently schedules intake meetings on Mondays and Tuesdays, timed to introduce new reviews each Tuesday afternoon.

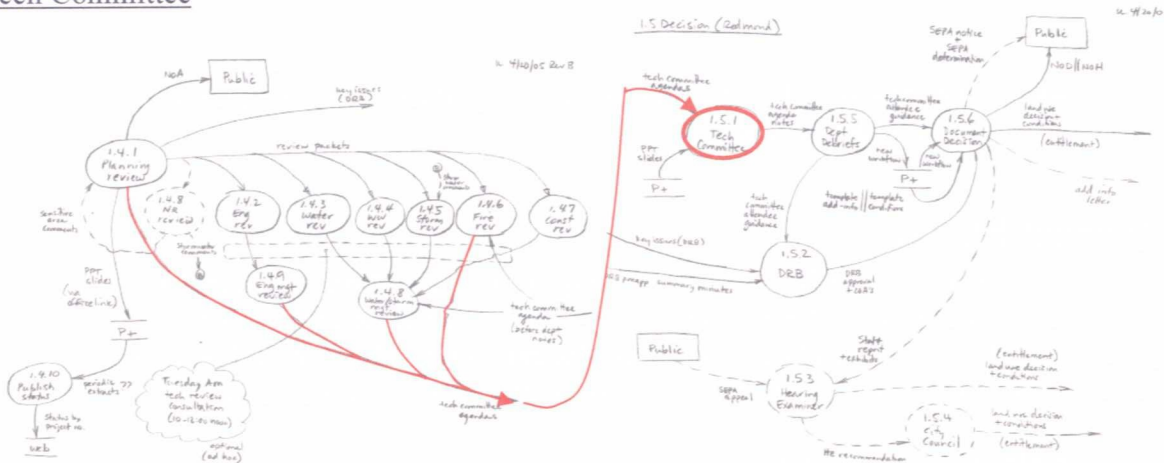
At these meetings, applicants and representatives from planning and engineering for entitlements or planning and building for building permits methodically step through a required checklist to validate that needed

inputs are all provided.

If all items are present, a letter of completeness is issued on the spot during the brief time the City's tracking software is initialized and initial fees are collected. If required elements are not supplied, a letter of incompleteness is prepared and given to the applicant that lists the deficiencies. The same is true for resubmittals: intake is based on the City's "add info" letter. If the applicant has responded to each comment, it's taken in. If not, an incomplete letter is generated.

In this way, the City wisely filters incomplete applications from entering the review system. Stalled reviews due to incomplete submittals wastes significant resources and ultimately delays applicant permit decisions. This is an excellent implementation of a technique promoted in the MPS.

Tech Committee



Another great advance was advent of the Tech Committee. It consists of policy-making departmental leaders from Public Works, Planning and Fire and is held each Wednesday morning. After seeing a PowerPoint synopsis of the proposal, attendees discuss recommendations each received the prior day from respective departmental specialists. The committee then decides whether to issue the permit and/or SEPA determination, with any conditions, or whether to require an “add info” resubmittal to clarify or refine the proposal.

This allows the City to integrate its technical requirements across disciplines into a comprehensive answer for applicants. It also allows the City to test its response against the intent of the codes which can sometimes get lost among the details.

It also institutes a *weekly* cycle for entitlement plan review. Submittals come in on Monday or Tuesday, they are reviewed until the following Tuesday, and they are decided the next day. This is the fastest pace of all MPS cities and perhaps the region overall. Many jurisdictions don’t even determine completeness for 28 days. For administrative permits, Redmond has *decided* in less than 10 days! Results of these decisions are formally documented by the technical specialists after a Wednesday afternoon debriefing following the tech. This adds another week or two. By virtue of the intake checklists and process, many now don’t require resubmittals either, thus many land use applicants are on their way into civil plan design within two or three weeks. This is outstanding and limited only by approval from the Design Review Board and a public hearing if required.

Results on the Ground

Redmond is a highly successful city. It is anchored commercially by the software giant, Microsoft, and is tightly integrated with its neighboring eastside cities and Greater Seattle. The City has developed attractively, preserving native growth, particularly trees, more prevalently than many cities have over the years. The combination has led to a thriving city center and valuable residential properties. Infill is proceeding rapidly as new residents are drawn to its features.

The City should be proud of its leadership and review team for vision and execution over the years.

Use of Technology

Redmond has truly embraced technology for its permit system. It even underwrites some of its technology investments with a technology fee on its permits.

Online Submittal

Applicants can currently apply for residential plumbing, mechanical and electrical, and commercial electrical permits online, 24 hours a day. These are typically over-the-counter (OTC) applications in many jurisdictions; this saves applicants the trip. This service is very popular in cities offering it. Some neighboring eastside cities offer the service through <http://mybuildingpermit.com>. Redmond developed and maintains its own system at <https://www.ci.redmond.wa.us/insidecityhall/permitting/permitslogin.aspx>.

Credit Cards

Redmond accepts credit cards for most permits. This improves payment options for applicants and eliminates a need to prepare exact-amount checks for couriers in some circumstances. It also enabled online submittal. Many cities are hamstrung over transaction fees and other considerations that Redmond has resolved. Good job.

All References, Forms Online

All development application forms and supporting reference material is posted online, including the comprehensive plan that is often omitted. This provides ready access to the latest forms and information 24 hours a day. And, it has allowed the city to trim its inventory of paper forms: when an applicant requests a form in the lobby, it's printed on-demand from the net. The new facility envisions public computer stations where applicants can print their own forms themselves.

One enhancement the City could make to its online forms is to add the new fillable feature to its Adobe *Acrobat* files. This allows applicants to fill out and print their forms using their computers with cut and paste and "click the box" conveniences. One limitation is that applicants can print but cannot save completed forms unless they purchase Adobe software or the City pays for enterprise licenses that allow saving with the free Adobe *Reader*.

Online Status

Applicants and the public can query online for particular permit numbers (or browse periodic reports of neighborhood developments) and see summary-level status, such as newly-applied, approved, in construction, or complete, and certain inspection details.

Some jurisdictions have gone farther and linked their P+ systems with the web so that folder signoffs are viewable online. This could allow applicants instant access to ongoing reviews, so they could see that, say, planning found changes they'll need to make or that fire has approved their access. Applicants could also gain a better sense of velocity through the system; most status phone calls are just to validate that an application is moving and not side tracked. Most applicants lack visibility into the process otherwise.

Permit Tracking Software

Redmond uses *Permits Plus* tracking software to manage the hundreds of permits they review and issue each year. Many jurisdictions in the region use *Permits Plus* (P+) or its predecessor *Permit Plan*. Most Redmond departments make good use of notations, where reviewers enter comments, notes or conditions of approval into standard fields and link MS *Word* documents where they are conveniently preserved and all can see.

Team Stability

The Redmond technical team is experienced and technologically savvy. Further, it has benefited from great stability. Many have been with the city for years, even decades, just like the City's executive leadership. By contrast, some regional jurisdictions have seen high turnover over the last five years.

This stability provides a great environment for analyzing and implementing process improvements. People know current roles well and can articulate repeating problems. When stability is strong, capacity, indeed appetite, for change is high. Thus, reforms can be implemented quickly. When stability is compromised, much of a team's tolerance of change is lost to fatigue from covering vacancies, subsequent training – or fear. This is often underestimated: the pace of improvement is limited by the team's capacity for change.

Stability is generally the result of good leadership providing innovation, ongoing career enhancement, a fair wage, and reinforcing interactions of the team with applicants, elected officials, and with each other.

Improvement Opportunities

Findings and recommendations for improvement include the following four items. The benefits of these improvements ease the constraint of the system in rank order. Improvements in these areas would enhance City service by improving predictability, efficiency and collaboration.

Civil Plan Approval

A major portion of the critical path of Redmond development is civil plan design and approval. Projects average half a year iterating in the review and approval cycle alone. Applicants focused most of their feedback on a desire to see this aspect of development become more predictable, efficient and collaborative.

A Feedback Loop

Many applicant comments focused on the civil plan review process, noting that utilities and stormwater systems take the most time to approve, yet they're the first thing in the ground.

Being on the critical path, applicants throughout the region start the design for these pacing items early, forcing assumptions. The site design evolves around these assumptions, and changes often occur. Reviewers recognize these patterns and begin to abbreviate first

reviews to save time. As design matures, scrutiny increases, discovering need for changes late in the process. Applicants recognize these patterns, start earlier, and submit progressively less complete plans, in part to try to surface city concerns earlier: a classic feedback loop, one that is at play in many of the region's cities.

What is needed is a faster review process that alleviates long-lead design assumptions and provides greater clarity at the start of design as to what improvements will be required.

Civils Pre-App

Recommended early in the civil plan design phase, at around 35% complete when applicants through their entitlement work have a clear understanding of project objectives and general layout, is adoption of a civils pre-application meeting. Analogous to entitlement pre-app, this meeting would focus on the engineering approach to serving the needs of the project as well as the City utility, transportation and stormwater systems. The goal of the meeting would be to decide what improvements will be required and where the new infrastructure will tie into City systems. Reviewing departments, including planning and fire (and natural resources where needed), would explain the upcoming review process, intake requirements, and offer critical success factors. Applicants acknowledged that the City will ultimately own and maintain the results and stewards this infrastructure as a "second client."

Should a need to revise a pre-app decision later surface during detailed design, the applicant could contact the impacted department(s) to decide how to move forward.

An alternative or perhaps enhancement would be to decide civil plan review cycles in the tech committee as was instituted for entitlement actions. Such a policy-making body could facilitate the decision of required project improvements.

These collaborative steps would improve clarity. Clarity results in quality applications that can be reviewed and approved efficiently.

Examples

To further improve clarity, select and post online a collection of examples. Examples depict best-in-class submittals of various types, illustrating drafting format and technique, typical engineering content and show what constitutes a complete submittal.

Civil Plan Intake

Then, civil plan submittals would be processed through an intake process like entitlement applications. Intake would be based on submittal checklists and any pre-app decisions, referring to examples as useful. This would better ensure that review cycles begin with the information needed to reach decision.

Resubmittals would be processed in the same fashion but on the basis of response to the cycle debriefing or comment letter, defined in the next section.

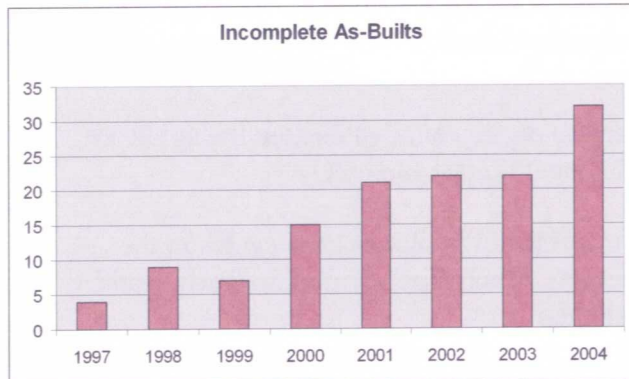
Cycle Debriefings

Civil plan review comments may highlight major issues or point out needs for minor changes to (or omissions in) site engineering. Minor changes can be self-evident and may not as often lead to impacts on other design aspects. But, major changes can be complex to resolve or may have surfaced from misunderstandings about required improvements. For these more complex cases, a review-cycle debriefing is recommended.

In this meeting, the marked-up checkprints are rolled out and discussed with the applicant team. These dialogues can greatly clarify what the applicant needs to do and why the City needs it that way. Subsequent resubmittals may be eliminated resulting in net gains to both applicants and the City.

As-Builts

Redmond has been grappling with as-built record drawing and dataset standards for some time. 132 as-builts from as early as 1997 are still incomplete. This is equivalent to three years' worth of projects.



The City requires applicants to submit final record drawings that depict surveyed locations of all installed utilities to 1/100' (about 1/8") true position accuracy. During construction, a set of the approved construction drawings must be annotated daily to indicate deviations from plan, a customary practice that enables real-time impact assessments.

Redmond then requires applicants to submit electronic datasets that revise CAD design geometry to reflect the as-built configuration to the same tolerance. The City is flexible about dataset format but requires that it be 3D CAD geometry and not imprecise pictures.

Issues arise in three areas. First, common industry practice is to subcontract installation of underground utilities, sometimes to multiple contractors. These firms are often unprepared to produce CAD as-built models and balk; the cost is often left to them as well. Second, unlike gravity systems like sewer lines whose performance is highly sensitive to changes in actual slope "inverts," tight-line systems such as pressurized water lines are not. But all are subject to the same real-time surveying. Lastly, applicants question the need for such precision, especially electronically, because they don't use as-built data themselves that way. They use City as-builts to learn where existing utilities are approximately located. Then, they go out and locate them physically to design from. A tolerance of a foot or more is sufficient for that, applicants said.

There has been much debate among applicants and within the city about what should be required and how the data is used.

Recommended is assembly of a panel of experienced applicants and City experts to address the issues and recommend a new standard and process for as-builts. The decision would be made by the tech committee. This new standard should be applied to the existing backlog of as-builts to the degree it makes sense. For those it doesn't bonds should be exercised and the work completed. Economies of scale could be explored.

Counter Inquiries, On-Call Specialists

Redmond currently has a full-time planner to field counter inquiries, who also screens the entitlement and building permit submittals for completeness. This is a great resource for potential applicants to learn about what they will need to do to process their development concepts quickly. Participating in the intakes, this planner knows the common mistakes and can advise inquirers accordingly, improving process quality. It's also a great help for professional applicants to get answers to often more specific code or procedural questions without having to interrupt the back office reviewers. *Mean time between interruptions* (MTBI) is a major factor in productivity. The more often the interruption, the more time is lost to reengaging a task, particularly for thought-intensive tasks like drainage report or building plan review.

While Planning inquiries (and back office planners) now benefit from this service, engineering and fire remain on call. This means that engineers and the fire marshal are more susceptible to interruption. And if unavailable, inquiries can be hard to answer. Messages are taken and follow-up calls have to be worked in. Engineering plans to establish an office adjacent to the front counter for expanded inquiry support in November when the new facility opens. This not only advances counter service, but also enhances MTBI for the reviewing engineers who currently pace many applications.

Use of Permits Plus

The Public Works departments use P+ to enter comments and approvals for entitlements and SFR building permits but don't yet use the software to track civil plan reviews. An effort is underway now to include civils that are currently administered using annotated cover sheets and Excel spreadsheets. Once integrated, leaders can better manage the overall system using automated reports for turnaround times, workload, and resubmittal rates.

Also, the Natural Resources team lacks access to P+. This leaves them open-loop. When they review and comment on development proposals there is no validating action; they don't know whether their inputs affected the outcome or not. This is compounded by being located in the annex, away from most reviewers.

If they had P+ access, they could attach notations to projects and query for results like other departments. This would improve Natural Resources integration into the system and provide a validating closed-loop check of results.

The Constraint

Civil Plan Review

With the enhancements to the entitlement process, the current sticking point in the system is civil plan review, particularly for utilities (water and sewer) design and approval.

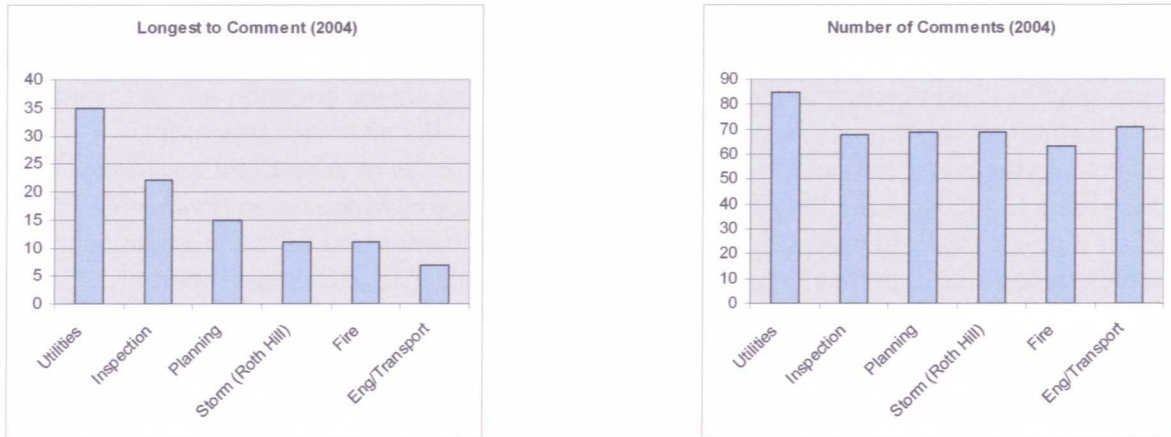


Figure 8a/b - Dept Requiring the Most Time; Number of Required Changes (of 101 reviews in 2004)

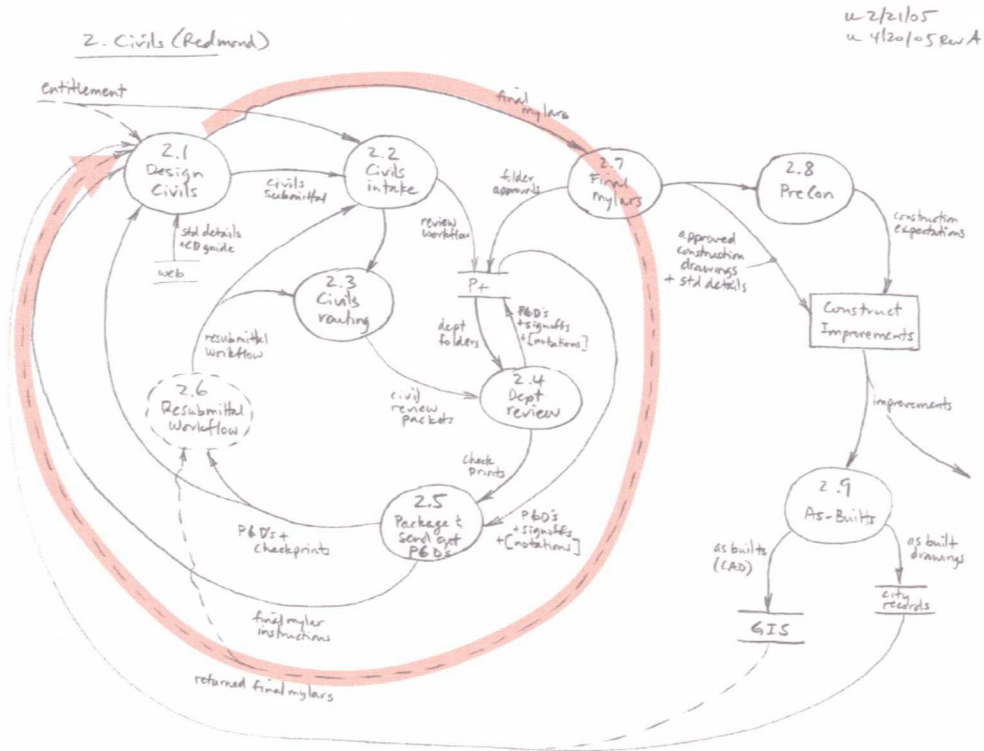
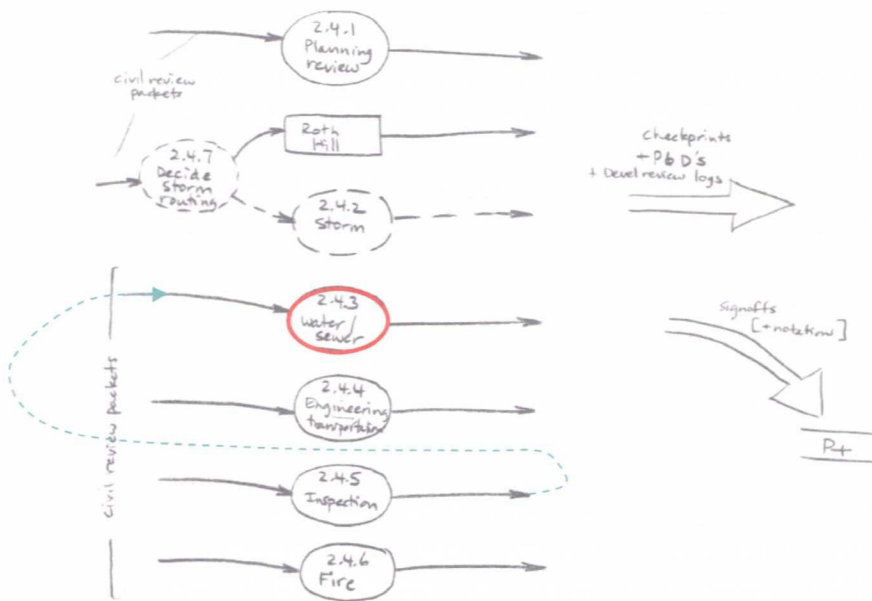


Figure 9 - Civil Plan Review Cycle

2.4 Dept Review (Redmond)



When we analyze the civil plans reviews by the City over the last few years, we find that Redmond consistently turns applications in a three-week cycle (Fig. 9). This is a great pace, faster than many MPS cities, except the result of most cycles is a need for a resubmittal.

Reengineering then adds an average of 4 weeks between cycles. And, 3-4 cycles are typically required to resolve issues. Thus, projects average half a year from first civil plan submittal to approval (Fig. 7).

This is on top of the time applicants spend preparing their first submittal, generally several months.

Looking deeper into the data, we see that the majority of comments, commenting 85 times out of 101 reviews in 2004, arise from a need to revise water or sewer designs. Moreover, utilities review often takes the longest to complete (Figs. 8a/b).

The utility reviewers suggest linking the inspection review (2.4.5) and utility review (2.4.3) together as a step forward (----> in the figure above). This would allow utility reviewers to see how the maintenance team responds to the design proposal, something that has to be inferred today in subsequent cycles. The cycle debriefing will help here too.

Urban Areas

It is useful to note that in our region's urban areas, Redmond included, that engineering capacity is typically the constraint. This is due to the added demands of concurrency in higher density areas, particularly for design validation of often complex and burdened traffic, drainage, sewer and utility systems. Engineering must consider spatial and system needs for these during land use actions in addition to the actual design details during civil plan review. Thus development can progress no faster than they can resolve these issues.

Building Plan Review

Building plan review follows one of two paths (Fig. 10) depending on whether a submittal is for single-family residential (SFR) or commercial/multi-family/PRD (C/MF).

SFR submittals are stored in a plan room where reviewers check plans in and out for their reviews, returning plans redlined as required. The plans examiner, fire and PW construction reviewer signs off his or her P+ folder noting any conditions of approval (COAs) or places a hold/deny pending a resubmittal. Fire reviews only those SFR plans that call out residential sprinkler systems or that lie on parcels carrying fire COAs from prior entitlement or civils.

C/MF submittals are reviewed by all three departments although the PW construction portion is administered by PW separately from the rest. Also, fire begins its review after the plans examiner has completed his or her review. Occupancies and construction types often require refinement after submittal; the plans examiner resolves any ambiguity and redlines the plans accordingly, providing a clearer starting point for the fire review.

The interconnectivity between the engineer's site civils and architect's building plans on C/MF projects results in building permit turnaround times largely equal to that required to approve the civil plans (Figs. 5, 7). SFR residential turnaround times are significantly faster than C/MF though take longer than some jurisdictions (Fig. 7).

Resolving the civils process is first, though once underway SFR review could be examined for improved turnaround time (Fig. 5).

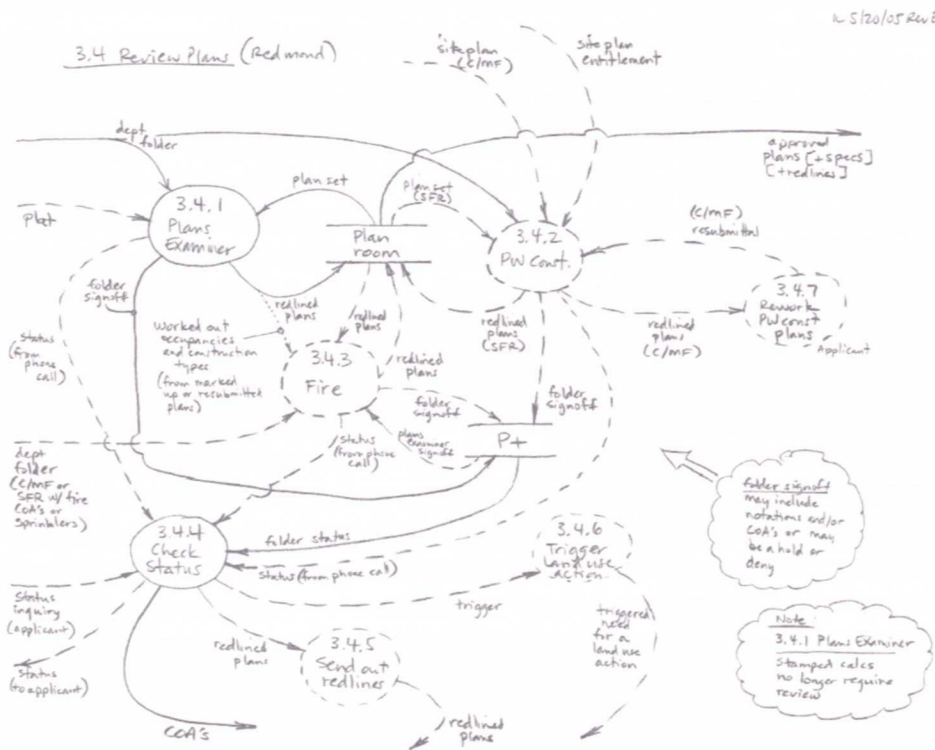


Figure 10 - Building Plan Review

Steering Improvements

Improvements provide the greatest benefit when they address performance of the constraint in progressive ways. The first order of business is to make the most of every constraint work hour. This means creating pockets of time where MTBI is longer than the time needed to complete key tasks. This also means critical examination of how engineering time is allocated.

Next it means identification of tasks that engineering performs today that other departments, specialties or the applicant could do instead. Recall that if a specialty/department is not the constraint then by definition it has extra capacity, which is actually vital. If non-constraint specialties are leaned down to “balance” with constraint capacity, the organization loses its reserve to work through problems.

Lastly, once these actions are taken, if performance still falls short of goals, then we must add engineering capacity by hiring or contracting with outside firms. Note that this step is rarely needed. We generally find ample performance potential from improved processes. For instance, tasks typically take 70% longer to complete when one is multitasking than when full focus is applied to one objective at a time. We see prolific multitasking in our regional permit offices.

Conclusion

TLC thanks the City for its open and eager participation in this audit and thanks the Planning & Community Development, Fire and Public Works leadership for moving forward with it. We also thank the applicants who contributed substantially to this analysis.

Redmond has built notable strengths into its permitting system over time, such as entitlement reforms, embrace of technology, and checklist-based intake with determination of completeness. The team has excellent experience and has enjoyed a great degree of stability, though some transition is underway.

The next step for improving the Redmond permit system is enhancement of civil plan practices and associated as-builts and tracking tools. Developing a transition plan to put these recommendations into practice is recommended.

TLC very much appreciates this opportunity to serve Redmond and work with its fine team. We would be delighted to continue our efforts into an implementation phase. This would begin with definition of a transition plan whose tasks will involve many in the Redmond team. Transition and implementation are team efforts with team results.

Regards,

Kurt Latimore, Member
The Latimore Company, LLC

KURT RONALD LATIMORE

11805 Ingraham Road
Snohomish, Washington 98290

360-805-2999 • 888-650-2999
klatimore@thelatimoreco.com

PROFILE

Community Development Permit Process Improvement and Change Management

Audit, assess and improve municipal and county government development permit review processes. Conduct interviews of staff reviewers, applicants and local groups. Model processes using hierarchical data-flow diagrams. Measure key performance indicators. Analyze using the *Theory of Constraints*. Document findings and recommend improvements to meet local performance goals. Implement reforms at optimum pace. Assemble clients regularly to collaborate, compare measurements and work towards optimum regional standards. Founder of The Latimore Company, LLC.

Led a team of 12 specialists focused on improving the business efficiency of the Boeing 777-300ER/-200LR airliner development through introduction of international partnerships, critical-chain project management and a host of other technically interwoven enhancements.

Established Lutheran School Association of Snohomish County. Implemented the *Carver* method of non-profit governance. Set precedents, an operating structure and methods. Led the governing board through a \$2.8M acquisition.

Developed “The Latimore Approach” that quickly focuses an organization (system) on its key needs for improvement, taps the potential within participants for creative, energetic and satisfying system-level resolutions, and implements change effectively.

A unique background in technology combined with clarity and a friendly style that creates exceptional teamwork through collective confidence that technical details and business intent are widely understood and aligned.

HISTORY

THE LATIMORE COMPANY

Founding Member, 2003 to the present

Leader of The Latimore Company, a firm dedicated to improving the predictability, efficiency and collaboration of community government operations in the Pacific Northwest. Development permit times accelerated up to 60%.

THE BOEING COMPANY

Loaned Executive, Snohomish County Economic Development Council, 2003.

Techniques developed to further aircraft development were applied to improving municipal land use permit processing. The result is a system which is standardizing practices across 7 traditionally independent Snohomish County cities toward reduced and more uniform cycle times, fewer applicant iterations and more satisfying experiences.

Manager, 777 Airframe Process Improvement, 2000-2002. Developed new business methods, tools, mental models and partnerships for more efficient aircraft design. Led a team of 15 professional and clerical staff spanning 12 disciplines. My team developed and implemented into its host team of 1000 personnel:

- Critical-chain project management (CCPM)
- *Theory of Constraints* thinking tools to reveal core problems and resolve conflict
- Connection to a new corporate MRM tool
- 3 domestic and international joint-ventures for outside engineering development
- A web portal
- A barcode-based system for engineering document management
- A program that abstracted net-change from several disparate computing systems
- Software that automated engineering drawing updates, and
- A palette of team development and learning tools.

\$8M net operating cost reduction derived primarily via new efficiencies from automation, a joint engineering development venture with underlying automation, and turnaround of a 9% mid-project schedule variance through development and coordinated deployment of CCPM. Recipient of the *777 Team* and *777 Airframe Pathfinder* Awards. Annual stock options.

Lead Engineer, 777 Airframe Process Integration, 1999-2000. Responsible for leading a continuous quality improvement (CQI) project team. Produced high-level insights into reasons behind historic engineering errors and implemented effective measurement systems. Recognized with stock options, an award generally reserved for management.

Lead Engineer, 777 Floor Structures, 1997-1999. Determined root-causes for and eliminated a surge in passenger-floor engineering second-effort. 52% improvement in the following year from a team of 50. Then, led a small design team to the first rework-free floor system on Boeing's longest airliner.

Improved structural durability and developed new design and drafting standards which allowed the broader organization to improve productivity. Perpetuated gains by spec and oversight of successful development to upgrade an existing artificial-intelligence software application (ICAD) accordingly.

Played a key role in a major cost-reduction "lean" initiative which resulted in a lasting 12% production capacity increase from an internal supplier at peak production demand. Also published a study on use of a large, robotic drilling system. Recognized with a stock grant.

LUTHERAN SCHOOL ASSOCIATION OF SNOHOMISH COUNTY

(A new multi-church coalition taking control of a 100-year-old parochial institution)

Charter President, 2002-2003. Operationalized the Association, incorporating, achieving recognition by the church governing body and establishing its 501(c)3 status. Established Board protocols and rules of order and smoothed the transition from prior governance. Delineated the new roles of Board and Executive using the *Carver* method of non-profit governance. Established the role of the Board in complaint resolution. Set initial policies and procedures. Balanced a decline in student enrollment, widespread in the area, with a 10% budget reduction and launched marketing and endowment initiatives to correct the trend. Focused parent/teacher fundraising on critical needs. Led the board through formal acquisition of the school site.

LOCKHEED-MARTIN CORPORATION

Skunk Works, Senior Design Specialist, 1996. Designed composite structure for the X-33 spacecraft using advanced computer-aided design methods.

HUGHES AIRCRAFT COMPANY

Hughes Space & Communications Company, Project Manager, 1992-1996. Developed artificial-intelligence software systems (ICAD) for automated design of microwave filters for commercial satellite systems. Administered a \$2M capital project from concept through joint development with internal and contracted suppliers. Achievement award.

ROCKWELL INTERNATIONAL

Rocketdyne, Design Engineer, 1988-1992. Liaison of developmental spacecraft design requirements to a national consortium for materials R&D under the NASA/DOD X-30 project. Developed strong technical communication and leadership skills. Represented the company regularly with the customer and multiple partners. Secret clearance.

EDUCATION

UNIVERSITY OF CALIFORNIA, LOS ANGELES
Bachelor of Science, Mechanical Engineering

CONTINUING EDUCATION

Urban Planning, Project Management, Theory of Constraints, Toyota Production System, Product Liability, Design for Competitiveness, Transition to Management, Team Development, Time Management, ICAD Design Language

AWARDS

Vision 2020 Award, Puget Sound Regional Council 2004

PRESENTATIONS/PUBLICATIONS

Planning/Law Conference, Everett "The Model Permit System" 2003
Seattle Times "Permit Processes Getting Faster" – October 22, 2003
Pacific Northwest Regional Economic Conference Tacoma "Model Permit System" 2004
Planning Advisory Committee, Everett "Predictability, Efficiency & Collaboration" 2004

ADDITIONAL CREDENTIALS

Professional Engineer, California No. M27870 (exp. 6/08)
Airman Certificate, Private, Multi-engine, Instrument, Land

Contact:

Kurt R. Latimore
11805 Ingraham Road
Snohomish WA 98290
(360) 805-2999

klatimore@thelatimoreco.com

April 3, 2006
To Colonel Clarence Hilton,

It's a privilege to be invited to the Change of Command for the 201st Military Intelligence Brigade at Fort Lewis.

Many thanks go to you Colonel Hilton for being the Ft. Lewis Community Connection with the City of Gig Harbor for these past few years.

Gig Harbor now welcomes Colonel Carl H. Chappel, Jr. to "fill the shoes" of Colonel Hilton with the Change of Command.

We look forward to continuing this important community connection which gives Gig Harbor citizens the opportunity to visit Fort Lewis and learn about life in the military.

Colonel Chappel will be welcomed to attend Gig Harbor events and be the eyes and ears of a community partnership with Fort Lewis as a new mayor takes office.

All 23 Cities in Pierce County have been given the opportunity to have a Community Connection with Fort Lewis. Gig Harbor has indeed been fortunate to have had Colonel Hilton assigned to our city. Lasting memories abound in friendships. We wish you the best as you transfer to Virginia. Sincerely,
Gretchen Walnut - Mayor 1996-2005

201st Military Intelligence Brigade
Fort Lewis, Washington
3 April 2006

Change of Gig Harbor, WA Army Community Liaison Representative



201st Military Intelligence Brigade



Change of Command Ceremony

3 April 2006

1000 hrs

Watkins Field

Fort Lewis, Washington

“With Courage and Vision”



The officers, non-commissioned officers and soldiers of the 201st Military Intelligence Brigade would like to thank you for attending today's ceremony.

Community Connector Program



Clarkmoor Elementary School

Adopt-A-School Program



Combined Federal Campaign

It All Comes Back To You



Welcome to the
201st Military Intelligence Brigade
Change of Command Ceremony

As

Colonel Clarence Hilton

relinquishes command
to

Colonel Carl L Chappell, Jr

3 April 2006 at 1000 hours
Watkins Field
Fort Lewis, Washington

PARTICIPANTS

Reviewing Officer	LTG James M. Dubik
Outgoing Commander	COL Clarence Hilton
Incoming Commander	COL Carl L. Chappel, Jr.
Commander of Troops	LTC Al Crosby
Command Sergeant Major	CSM Morris Bacon

SEQUENCE OF EVENTS

INTRODUCTION

INVOCATION

PRESENTATION OF COMMAND

HONORS TO THE NATION*

CHANGE OF COMMAND

REMARKS

I CORPS AND ARMY SONGS*

* Please stand

Reception to follow immediately after the Ceremony at the
Olympic/Clark Room of the Cascade Community Club

OUTGOING COMMANDER

Colonel Clarence Hilton

Colonel Clarence Hilton is the outgoing commander of the 201st Military Intelligence Brigade. He served as the second commander of this Multi-Component Military Intelligence Brigade.

After graduating from Howard University, Colonel Hilton began his military career at the Military Intelligence Officer Basic Course, Fort Huachuca, Arizona. His duty assignments include: Battalion S-2, 2-327th Infantry, Battalion, 101st Airborne (Air Assault) Division, Battalion S-4, 311th Military Intelligence Battalion, and G-2 Tactical Surveillance Officer, Fort Campbell, Kentucky; C-2 Air Officer, Combined Field Army, South Korea; G-2 Training Officer and G-2 Operations Officer, 82nd Airborne Division, Fort Bragg, North Carolina; Chief, Collection Management & Dissemination, G-2, 18th Airborne Corps; Commander, Headquarters and Headquarters Detachment, 525th Military Intelligence Brigade; Assistance Brigade S-3, 525th Military Intelligence Brigade; and Special Security Officer, 18th Airborne Corps, Fort Bragg, North Carolina. His reserve assignments include: Battalion S-3, Battalion Executive Officer and Battalion Commander, 314th Military Intelligence Battalion, Detroit, Michigan; Brigade S-3, 8803rd Brigade, Southfield, Michigan; Operations Officer, United States Army Reserve Command, Atlanta, Georgia; Commander, Southeastern Army Reserve Intelligence Support Center, Fort Gillem, Georgia; Chief, Department of the Army Master Priority List (DAMPL), Pentagon, Washington, DC; Deputy Commander for Readiness, 63rd Regional Readiness Command, Los Alamitos, California.

His military education includes: Military Intelligence Officer Basic Course, Airborne School, Air Assault School, Military Intelligence Advance Course, Combined Arms Staff Service School, Jump Master Course, Command and General Staff College, Defense Strategy Course, and the Army War College. He holds a Bachelor of Arts degree in Political Science, a Master of Arts in Management and Human Resource Development, and a Master of Arts in Strategic Studies.

Colonel Hilton's awards and decorations include: Meritorious Service with 3 Oak Leaf Clusters, Army Commendation Medal with 1 Oak Leaf Cluster, Army Achievement Medal, National Defense Service Medal, Armed Forces Expeditionary Medal, Southwest Asia Service Medal, Army Service Ribbon, Overseas Service Ribbon, Army Superior Unit Award, Master Parachutist Badge, Air Assault Badge, and the Army Staff Identification Badge.

Colonel Hilton has a 14-year-old daughter, Erica Nicole Hilton.

INCOMING COMMANDER

Colonel Carl L Chappell, Jr

Colonel Carl L Chappell, Jr is joining us from the 77th Regional Readiness Command, in New York City, where he served as the Deputy Commander of Readiness.

Colonel began his military career as an Armored Cavalry officer, serving in positions ranging from Cavalry Platoon Leader to Troop Commander with 3rd Squadron, 7th Cavalry, 3rd Infantry Division, in Schweinfurt, Germany. Becoming a Foreign Area Officer for Western Europe, he returned to Europe as Deputy G5 for Third Corps (Forward) in Maastricht, The Netherlands, where he was also a Liaison Officer to German Territorial Army forces in northern Germany and headquarters commandant.

His reserve assignments include a variety of positions in the 319th Military Intelligence Brigade, Fort Lewis, Washington. During part of his initial tour at Fort Lewis as an Active Guard and Reserve (AGR) officer, he was detailed to the Pentagon working the restructuring of the Army Reserve Military Intelligence force. Leaving Fort Lewis in 1997, he commanded the Southwestern Army Reserve Intelligence Support Center in San Antonio, Texas; served as Chief of Operations, US Army Reserve Command G2, Atlanta, Georgia; and Professor of Security Studies at the George C. Marshall European Center for Security Studies in Garmisch, Germany. He returned to Fort Lewis in 1983 as Senior Army Reserve Advisor and Deputy G3 on the I Corps staff. In 2004 he deployed to Mosul, Iraq as the Chief of Staff of Task Force Olympia - Headquarters I Corps (Forward) as part of Operation Iraqi Freedom. Upon return from Iraq in 2005 he was selected as the Deputy Commander for Readiness for the 77th Regional Readiness Command.

His military education includes: Armor Officer Basic Course, Armor and Military Intelligence Officer Advance Courses, Foreign Area Officer Course, Combined Arms Staff Service School, Defense Language Institute Basic German Course, Signals Intelligence Officer Course, Senior Cryptologic Officer Course, Command and General Staff College, and the Defense Strategy Course. He was a National Security Fellow at the John F. Kennedy School of Government, Harvard University and holds a Bachelor and Masters of Arts in History from Western Kentucky University.

Colonel Chappell's awards and decorations include: The Bronze Star, Defense Meritorious Service Medal, Army Meritorious Service Medal with three Oak Leaf Clusters, Army Commendation Medal with four Oak Leaf Clusters, Navy-Marine Commendation Medal, Army Achievement Medal with two Oak Leaf Clusters, National Defense Service Medal, Army Superior Unit Award, Global War on Terrorism Medal, and the Iraqi Campaign Medal. He earned the Combat Action Badge, Air Assault and Airborne Badges, and the German Army Military Proficiency Badge.

Colonel Chappell is accompanied by his wife, Monica. They have two grown daughters, Hanna and Liesl, living in Texas.



HISTORY OF THE 201ST MILITARY INTELLIGENCE BRIGADE



The 201st Military Intelligence Brigade carries the history and heritage of two separate units: Headquarters and Headquarters Company, 503rd Army Security Agency Group and 201st Military Intelligence Detachment.

The HHC, 503rd Army Security Group was constituted as the 323rd Signal Company, on 23 July 1942 and activated in Miami, Florida on 1 September 1942. While stationed on the Marshall Islands during World War II, the company supported Army Air Force units in the Pacific. The company was inactivated on 17 October 1946 at Andrews Field, Camp Spring, Maryland.

On 3 January 1951, the company was redesignated as Headquarters and Headquarters Company, 601st Communications Reconnaissance Group. On 5 February 1951 the company was redesignated as Headquarters and Headquarters Company, 503rd Communications Reconnaissance Group.

The 201st Military Intelligence Detachment was constituted on 12 July 1944 as the 201st Counter Intelligence Corps Detachment. The Detachment was activated on 20 August 1944 in New Guinea and while in the Southwest Pacific Area, attached to I Corps and supported the Corps through campaigns in New Guinea and the Philippines. The Detachment was inactivated on 25 February 1946 in Japan.

On 6 October 1950, the Detachment was activated in Korea and assigned to United States Army Forces, Far East and Eighth US Army participating in operations throughout Korea during the Korean War. The Detachment was inactivated on 21 February 1955 in Korea.

On 20 March 1956, the Detachment was allotted to the Regular Army and activated on 12 June 1956 in Korea. It was reorganized and redesignated as the 201st Military Intelligence Detachment on 15 May 1959. The Detachment was inactivated on 30 June 1971 in Korea. The detachment was reactivated on 1 October 1971 at Fort Hood, Texas and inactivated 21 June 1975.

The lineage of Headquarters and Headquarters Company, 503rd Army Security Agency Group and 201st Military Intelligence Detachment merged on 1 September 1987. Headquarters and Headquarters Company, 503rd Army Security Agency Group was withdrawn from the Army Reserve and allotted to the Regular Army. The company was consolidated with the 201st Military Intelligence Detachment and was redesignated as Headquarters and Headquarters Detachment, 201st Military Intelligence Brigade. The new unit was activated on the same day at Fort Lewis, Washington.

The Brigade received credit for four campaigns in the Pacific Theater during World War II and for nine campaigns during the Korean War. Unit decorations include two Meritorious Unit Commendations and a Philippine Presidential Unit Citation.

In September 1991, the 201st Military Intelligence Brigade was composed of six battalions and two separate companies. The assigned units were Headquarters and Headquarters Detachment, 201st Military Intelligence Brigade, the 14th Military Intelligence Battalion (TE), 502nd Military Intelligence Battalion (OPS). The Reserve and National Guard component units were the 307th Military Intelligence Company, F/425th Infantry Company, 373rd Military Intelligence Battalion (TE), and 641st Military Intelligence Battalion (AE).

Today the 201st Military Intelligence Brigade is a multi-component unit composed of the 502nd Military Intelligence Battalion (OPS), the 250th Military Intelligence Battalion (TE) (CAARNG), F/425th Infantry Regiment, the 1 Corps Long-Range Surveillance Company (LRSC), and the 373rd MI Battalion (USAR).



THE DISTINCTIVE UNIT INSIGNIA OF THE 201ST MILITARY INTELLIGENCE BRIGADE

The crest is designed from the Brigade's heritage and history. The oriental blue and silver gray of the unit crest are the official colors of the Military Intelligence Branch. The color black within the crest denotes the covert aspect of the profession. The blue disc superimposed by the pole star symbolizes the world-wide and far reaching capabilities of the unit. The wavy bars allude to its participation in the Pacific campaigns of World War II. The silver mountain peak is representative of the Korean campaigns. The Griffin, with the keen eyesight of an eagle and the courage of a lion, stands for excellence and characterizes Military Intelligence. The lightning flash is indicative of communications and electronic warfare capabilities. The sword portrays the unit's aggressiveness and the physical danger inherent in intelligence operations. The motto, "With Courage and Vision," reflects the function of the Military Intelligence Branch and is epitomized by the Griffin.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, National Volunteer Week began in 1974 when President Nixon signed an executive order establishing the Week as an annual celebration of volunteering; and

WHEREAS, Every President since has signed a proclamation promoting National Volunteer Week; and

WHEREAS, This year's theme, "Inspire by Example," truly reflect the power volunteers have to inspire the people they help, as well as, to inspire others to serve; and

WHEREAS, The Points of Light Foundation believes that attention to National Volunteer Week will help increase and sustain opportunities for local and national partnerships and boost general public involvement in volunteerism; and

WHEREAS, During National Volunteer's Week thousands of volunteers around the country will be honored with local organizational awards for their community service; and

WHEREAS, National Volunteers Week is the time to thank one of America's most valuable assets – volunteers – and call the public's attention to all that they do to improve our communities;

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, hereby give additional support to the efforts of volunteers throughout the country by proclaiming April 23rd to 29th as

NATIONAL VOLUNTEER WEEK

in the City of Gig Harbor and encourage all citizens to join me in celebrating volunteers.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 10th day of April, 2006.

Charles L. Hunter, Mayor

Date

OK

RECEIVED
MAR 29 2006
CITY OF GIG HARBOR

March 14, 2006

Chuck Hunter, Mayor
3510 Grandview Street
Gig Harbor WA. 98335

Dear Mayor Chuck Hunter:

As we approach the 33rd annual National Volunteer Week, to be held April 23-29, 2006, we ask you to honor our Gig Harbor's volunteers who tirelessly share their time and talent with those in need-the homeless, the hungry, the elderly, at-risk youth and the disabled in the community. Your support can challenge and encourage the people you represent to commit to sustained and future volunteer service.

National Volunteer week is about thanking one of America's most Valuable assets-our volunteers-and calling the public's attention to all that they do to improve our communities.

This year, the president of the United States will again sign a proclamation in support of National Volunteer week. We hope you will join the President in proclaiming the week of April 23-29, 2006 as National Volunteer week in Gig Harbor and help us bring the week's theme, "Volunteers Inspire by Example," to life.

Sound Vista Village Retirement Community plans to honor the volunteers in Gig Harbor by hosting a dessert social on April 24, 2006, at 1:30 pm. We invite you to join our celebration at Sound Vista Village Retirement Community.

1:15-2:15 PM

If you have any questions, please call Lisa Marshall, 851-9929. We would be honored to have your participation and look forward to your response.

Sincerely,

Lisa Marshall

Lisa Marshall
Program Coordinator
Sound Vista Retirement Community



National Volunteer Week April 23-29, 2006

Sound Vista Village

Sound Vista Retirement community
Will be Hosting a dessert social on
April 24, 2006 @ 1:30 to celebrate
Gig Harbor's wonderful
volunteers.



Come and share this opportunity
to thank our local volunteers.

☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆
☆☆ Please nominate a Gig Harbor ☆☆
☆☆ volunteer making a ☆☆
☆☆ difference in someone's life. ☆☆
☆☆ Volunteers grow community! ☆☆
☆☆ Contact Lisa Marshall ☆☆
☆☆ 253-851-9929 ☆☆
☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆☆



**Sound Vista
Village**

A VILLAGE CONCEPTS
RETIREMENT COMMUNITY

**Monday
April 24, 2006
1:30 pm
Contact Lisa 253-851-9929
Please RSVP**

2006 National Volunteer Week FACT SHEET

National Volunteer Week is “the” time to thank one of America’s most valuable assets – volunteers – and call the public’s attention to all that they do to improve our communities. This year’s National Volunteer Week is April 23rd to 29th.

Sponsored by the Points of Light Foundation & Volunteer Center National Network, National Volunteer Week began in 1974 when President Richard Nixon signed an executive order establishing the Week as an annual celebration of volunteering. Every President since has signed a proclamation promoting National Volunteer Week. Additionally, governors, mayors and other elected officials make public statements and sign proclamations in support the Week.

National Volunteer Week is celebrated annually during the third full week of April, unless Easter or Passover occurs, then the Week is moved to the fourth week of April.

This year’s theme, “Inspire by Example,” truly reflects the power volunteers have to inspire the people they help, as well as, to inspire others to serve!

We (the Foundation) believe that a consistent look and messaging for National Volunteer Week will allow you to more effectively leverage the national focus on the Week from year to year. Additionally, the same theme will help increase and sustain opportunities for local and national partnerships, and boost general public involvement in the Week. A consistent logo and theme also provides increased time to plan National Volunteer Week promotions and/or events, saves you money on recognition items, and enables Foundation staff to focus on providing more timely, innovative and cost-effective promotional products.

During National Volunteer Week, thousands of volunteers around the country will be honored with local organizational awards for their community service. Thousands of organizations also will distribute the President’s Volunteer Service Award to their deserving volunteers. This Award is the most prestigious volunteer Award currently connected to the White House that all Americans can aspire to achieve. It provides organizations with the unique opportunity to bestow national **and** presidential recognition on their volunteers who have made a sustained commitment to service.

Future dates for National Volunteer Week are:

2007	April 15 – April 21
2008	April 27 – May 3
2009	April 19 – April 25
2010	April 18 – April 24



PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the management of records and information is critical to every business, organization and government agency in facing the complexities of competition, customer service and globalization; and

WHEREAS, technologies for storing information are expanding the amounts of information that can be acquired, with increased longevity; and

WHEREAS, the need to use information to create value and plan strategically is a driving force in today's world; and

WHEREAS, control of records and information is necessary for reduction of risk and liability as well as for compliance with global standards; and

WHEREAS, the citizens of the City of Gig Harbor should recognize the important service performed by records and information professionals.

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, do hereby declare April, 2006 as,

NATIONAL RECORDS AND INFORMATION MANAGEMENT MONTH

in the City of Gig Harbor, and I encourage all citizens to recognize this event.

Gretchen A. Wilbert, Mayor

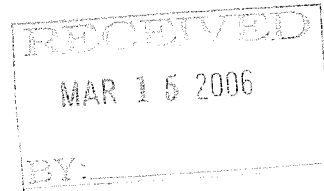
Date



Puget Sound Chapter - ARMA International

P.O. Box 1842 • Tacoma, Washington 98401-1842

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



Re: Records and Information Management Month 2006

Dear Mayor Wilbert,

The month of April is recognized as Records and Information Management Month (RIMM). A celebration appreciating the importance of records and information management began in 1995 by ARMA International, the Association of Information Management Professionals, a professional, not-for-profit organization whose primary purpose is education in the field of records and information management.

ARMA has 140 chapters in the U.S., Canada and 34 nations around the world. Whether or not you have employees who are members of ARMA International, all companies, government agencies and organizations are encouraged to participate in Records and Information Management Month.

As a member of the Puget Sound Chapter of ARMA Board of Directors, I would like to request a proclamation from your office. Your participation in RIMM is very important not only to us, but also to the entire Records and Information Management Profession. We will be celebrating RIMM at our next chapter meeting on **April 12, 2005** and we would like to invite you to join us.

I have attached a sample proclamation to assist you in recognizing this profession. If you would like any additional information on Records and Information Management Month or would be interested in attending our celebration, please feel free to contact me. I am looking forward to being able to include your proclamation on our list of participants. In the event you or a representative from your office is unable to attend, please forward the proclamation **no later than March 31, 2006** to address listed above.

Sincerely,

Kimberlee Coffel
Puget Sound Chapter Director
(253) 924-3432





ADMINISTRATION

TO: CITY COUNCIL
FROM: MAYOR CHUCK HUNTER
SUBJECT: APPOINTMENTS TO THE GIG HARBOR ARTS COMMISSION
DATE: APRIL 10, 2006

INFORMATION/BACKGROUND

Recently, the city placed an ad seeking interested parties to serve on the City of Gig Harbor Arts Commission to fill three vacant positions. In response, four letters of interest were received. Interviews were held on March 24th and March 29th. Councilmember Ekberg, Councilmember Payne, Councilmember Kadzik and Renee Christ, Chair of the GHAC, have made the following recommendation.

RECOMMENDATION

A motion for the appointment of Robert Sullivan, Sally Dutton and Carolyn Arnold to serve three year terms on the Gig Harbor Arts Commission.

4:30 3/24

RECEIVED

MAR 22 2006

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

Studio Gallery of Fine Art

March 21, 2006

Mayor Chuck Hunter
3510 Grandview Street
Gig Harbor, WA 98335

Dear Mayor Hunter:

I am very pleased to have been recommended to Mary Rae Lund by Myrna Binion as a volunteer for the Gig Harbor Arts Commission. I submit this letter of application in the hope that I may serve my community in the promotion of the Arts.

Born close to New York City, I had the good fortune to have received a very early education in the Arts. My Father studied under Norman Rockwell at Pratt Institute before I was born. My Uncle was also a painter as well as an opera singer. I grew up thinking that everyone is an Artist and I still hold that to be true in my mind and heart as I teach my students. I often reflect on how my early experiences in the Arts have changed the course of my life. I know the same can be true for the children of our community.

Currently my paintings are represented by the Ebb Tide Gallery where I am a member. Each year I participate in an average of fifteen juried fine art exhibitions and art festivals in the Northwest region and my work can be found in private and public collections across the nation. I teach watercolor classes in my studio and occasionally conduct workshops for various organizations.

I currently serve on the Board of Directors for Two Waters Arts Alliance, which as you know, is active in the promotion of the Arts in the community of Key Peninsula. Beginning in 1975 my volunteerism has included time for the Corvallis Arts Center, Corvallis, Oregon by offering free classes to children and senior citizens. I volunteered to teach glaze theory in the Art Department at Olympic Community College in the 1980's. Beginning in 1997 I lived in La Paz, Mexico for three years where, as Commodore of the Club Cruceros Yacht Club, I was able to initiate a scholarship program for lesser advantaged Mexican students. This allows them to be able to continue their education past the eighth grade and hopefully continue on to college. The scholarship program has grown from our initial 2 students to 25 and will keep growing, something of which I am very proud. We also initiated a music program in the poorest colonias with donated musical instruments brought in from the United States. I still see their smiles.

Thank you for your time. I truly believe the accomplishments of the Gig Harbor Arts Commission enrich many lives.

Sincerely,

Carolyn Scott Arnold

13913 126th St. KPN, Gig Harbor, WA 98329
7995 Email carolyns_finearts@hotmail.com
www.carolynsfinearts.com

Phone 360-269-

3:00 3/29

Gayle Ann Jacobson/Beard
212 Raft Island Dr. NW
Gig Harbor, WA 98335

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

To The City of Gig Harbor Arts Commission,

I would like to introduce myself to you. I was raised in University Place, WA. Attended Curtis High School and went on to graduate from WSU. I am a teacher, a teacher of the arts and other endeavors. I moved to Orange County, California in 1975. There I raised a family and continued my dedication to the arts. In 2002 I moved to Gig Harbor to be close to my aging parents and siblings. I am presently teaching at Henderson Bay High School.

I find Gig Harbor a wonderful place to live and play and enjoy the arts. I would like to become more involved with my new art community. I can bring to the Art Commission past experience. I served on the Irvine Fine Art Center Advisory Board in Irvine, CA from 1989 to 2000. My experiences that would relate to city arts programs are highlighted on my attached Achievements and Awards.

My experience is strong in youth and at risk youth programs. If you are interested in creating more youth activities in the arts for Gig Harbor, I could be a good candidate for the commission.

Thank you for taking the time to read my letter of interest. A resume and additional experiences are attached.

Sincerely,



Gayle Ann Jacobson/Beard

RECEIVED

MAR 22 2006

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

Gayle Ann (Jacobson)Beard

212 Raft Island Dr NW
Gig Harbor, WA 98335
235.265.3536

Qualifications:

I am a dedicated, hardworking educator. I have worked extensively with troubled youth. I possess a California Teaching Credential, Washington State Teaching Credential, B.of A. in Fine Arts and a Masters in Art Education/Art Therapy. I have over 17 years experience in alternative schools, including the Orange Count Youth Guidance Center in Santa Ana, CA. The Youth Guidance Center is an incarcerated facility for youth offenders. I have experience in special education, emotionally disturbed, criminal youth, Spanish speaking population, drug and alcohol addictions, teen parenting, trauma response training, anger management, encounters, stress management, art therapy, BTSP (beginning teacher support provider), pet therapy, anti-violence and gang issues.

Education:

1990-2002 M.A. in Arts Education, CSULB, Long Beach, CA
1990-2001 Trauma Response Certification, CSUF, Fullerton, CA
1976-1993 California Teaching Certificate, UCI, Irvine, CA
1970-1972 BFA, Washington State University Pullman, WA
Washington State Teaching Credential, WSU

Additional Studies:

UCD, Davis, CA	WWSU, Bellingham, WA
EWU, Cheney, WA	PLU Tacoma, WA
TCC, Tacoma, WA	OCC, Costa Mesa, CA

Employment:

2002 -present Teacher, Henderson Bay High School,
Gig Harbor, WA
Core teacher coordinating lessons toward
graduation for a core group of students. Provide lessons and
support in all subjects for freshmen through seniors for the core.
Teach a reading/writing lab for challenged students and
World Cultures through the arts.

1996-2002 Teacher, Orange County Department of Education,
ACCESS, Rio Contiguo High School
Art teacher and life skills teacher at an incarcerated school for
recovering drug addict minors. Responsibility included unit
and lesson planning, classroom management, curriculum
committee, BTSP (beginning teacher support provider), Red
Ribbon Week Activities, and after school activities (Photography
Club, Anti F.A.T. (fear, anxiety, tension) program.

1992-1994 Part Time Lecturer at CSULB, Long Beach, CA
Develop Syllabus and taught ART 300, Art and the Child and
ART304, Introduction to Art Therapy.

1985-1990 Art Teacher (self-employed). Independently
contracted by individual schools in Orange County, CA to
develop and teach a comprehensive art program to K through
6th grade. I planned the lessons, taught the art classes and
coordinated through the parents, teachers, and
administrators.

Art Instructor/ part time at following institutions:

Irvine Fine Arts Center, Irvine, CA
Bowers Museum, Santa Ana, CA
The Art Institute of Southern California, Laguna Beach, CA
Orange Coast College, Costa Mesa, CA
Coastline Community College, Fountain Valley, CA

Achievements and Awards

- 2002** Photography Club with professional photographer John Pacheco
- 2002** Los Angeles Museum of Contemporary Art, project with Liz Larner
- 2002** Youth Media Network Crystal Awards 2000, Youth Media Network
- 2001** Orange County Animal Shelter mural project
- 2001** Title1 Grant Anti-F.A.T. (fear, anxiety, tension) City life skills class
- 2001** Art Exhibit and Caulk Festival, Long Beach, CA
- 1999** Orange County Red Ribbon Coalition Advisory Board
- 1999** Orange County Fair, Probation Booth, two 1st places, one 2nd, one 3rd
- 1998** Community Projects in Art Education Installations CSULB
- 1998** Alternative and Correctional Education Schools/Services Conference, presenter
- 1997** Guiding Angels "Unbound Minds" art exhibit, Santa Ana, CA
- 1996** City of Irvine Youth Summit
- 1994** Distinguished Service Award, Irvine Spectrum Rotary Club
- 1994** Operation Clean Slate, Bike Trail Mural, Anaheim, CA
- 1993** Safe Community Task Force, Irvine, CA
- 1993** Orange County Human Relations Advisory Board
- 1991** Excellence in Teaching Award, Irvine Unified School District
- 1991** Imagination Celebration and "The Play ion Art" student, collaboration with Nanette Brodie Dance Theater
- 1990** Golden Touch Award, Assessment and Treatment Services Center, Tustin, CA
- 1990** Irvine Fine Arts Center Advisory Board, City of Irvine, CA

Specialized Training

- 2001** BTSP Support Provider Certificate (Beginning Teacher/Peer Assistance)
- 2001** ENVOY Training
- 2001** Trauma Response Specialist, CSUF, Fullerton, CA
- 2001** Families Forward, art therapy for homeless children, Irvine, CA
- 2001** "Emotional Disorders in Children" Cortext Educational Seminars
- 2001** "How to Deal with Difficult Students" Workshop Crowley Enterprises, Inc. Lincoln, NB
- 2000** Curriculum for Educators of Youth in Confinement, National Juvenile Detention Association
- 2000** Project Alert, BEST Foundation for a DrugFree Tomorrow, LA, CA
- 2000** Internet Proficiency Training, Orange County Department of Education
- 1999** Mentor Teacher, Orange County Department of Education
- 1997** Youth Summit, Addressing Issues of Today's Youth, Irvine, CA
- 1996** "Collaboration to Benefit the Whole Child" Healthy Schools, Healthy People Conference, Sacramento, CA
- 1994** CPR/American Red Cross First Aid, Orange County, CA
- 1993** Nonviolent Communication Intervention, UCI, Irvine, CA
- 1993** Intercultural Communication Seminar, UCI, Irvine, CA
- 1992** PAL Training, Peer Advisor, Orange County Department of Education
- 1992** Gang Awareness Training, Irvine Police Department

March 6, 2006

To Whom It May Concern:

I was delighted to learn of the upcoming openings on the Gig Harbor Arts Commission and wish to be considered for the position. I greatly value our unique community and support the provision of funding for both visual and performing arts. The skills and sensibilities that I have acquired through my professional and personal experiences could offer a beneficial addition in fulfilling the mission of this committee.

For the last ten years I have resided in both the city of Gig Harbor and rural Gig Harbor. As our community inevitably grows, I would like to be a part of the effort to sustain its rich cultural heritage and support artistic endeavors that capture the spirit of the area. As an artist and a retired educator, I am committed to the concept of public access to art and a process of fair distribution of funds as it relates to education.

Over the last several years my involvement in our artistic community includes work as a volunteer at the Gig Harbor Summer Art Festival, a participant in the Open Studio Tour, and an exhibitor in the Gig Harbor Quilt Walk. I am also co-owner of Cedar Springs, a local artist retreat, which provides a site for educational workshops. Last year I developed and implemented the curriculum for the Spring 2005 Studio Art Program in Grant Elementary Montessori School; grades 1 through 5. My professional career has provided me with many opportunities to be a collaborative team member, utilize critical thinking skills, practice objectivity and both write and receive grants.

I welcome the opportunity to speak with you further about my suitability to serve the Gig Harbor community as an Art Commissioner. I would strive to be a good steward of public funds, and to understand and undertake the responsibilities and complexities of dispersing, managing and being accountable for their distribution.

Thank you for your consideration.

Sincerely,



RECEIVED

MAR 15 2006

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

Sally C. Dutton

**6919 Ray Nash Drive N.W.
Gig Harbor WA 98335
(253) 265-2645
FAX (253) 265-2945**

Professional Experience

Contract Teacher, Montessori Studio Art Program, Tacoma School District

Responsibilities: Design and implement art program based on Montessori principles for Bryant Elementary School students, grades 1-5. (Spring 2005)

Teacher, Interim Tutoring Program, Tacoma School District

Responsibilities: Design and implement innovative program for expelled and suspended special education students; develop procedures and management systems; create individualized curriculum and daily lesson plans for secondary multi-grade program that align with Essential Learning guidelines and Promotion Policy. Co-ordinate District and community resources; develop transition plan and orchestrate reentry back to referring program. (1997-2004)

Teacher, Behavioral Diagnostic Center, Tacoma School District

Responsibilities: Pilot off-site k-6th, self-contained, short term placement program for severe behaviorally disabled students; develop strategies with school of record staff to successfully transition student to home school; provide follow-up consultation. (1993-94)

Teacher, Off Campus, Tacoma School District

Responsibilities: Taught severely behaviorally disabled students, 4th through 12th grade; develop behavioral treatment plans, develop tailored curriculum across all academic areas; participate in clinical and multi-disciplinary staffing. (1985-1993 and 1995-1997)

Teacher- Other Sites

Pearl Street School - Adolescent Psychiatric Treatment Center 1984-1985

Skyline Elementary/Truman Jr. High – Multi/Ortho 1978-1984

Faith Home School – 1972-73

Mason Jr. High – Learning Resource Center 1970-1971

Meeker Junior High – Developmental 1969-1970

Ocean View School District, Huntington Beach CA.- First/Second grade 1967-1969

Leadership/Mentoring Roles

Mentoring/Consultation – Bryant, Delong, Foss, Grant, Gault, Hunt, Jason Lee, Lowell, Mason, Meeker, Mt. Tahoma 1993-2005

Tacoma Public Schools Discipline Policy Committee 1998-1999
Kids Reach Tutoring Conference – Presenter “Behavioral Strategies” 1996, 1998
Tacoma Public Schools Grant: Effective Alternative Strategies – contributing writer
Tacoma Public Schools Grant: Violence Prevention and Response – contributing writer

Awards and Certificates

Bill and Melinda Gates Foundation – Teacher Leadership Project – Writer/recipient ✓
2001-2004
Mandt Certified 1997-2004
Washington Teaching Certificate K-12

Education

Master’s Degree in Special Education
University of Oregon, June 1972

Fifth year in American Literature
Long Beach State University, August 1968

Bachelor of Science Degree in Education
University of Oregon, June 1967

4:15 3/29
RECEIVED

MAR 3 2006

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

ROBERT SULLIVAN

February 19, 2006

Ms. Renee Crist
6876 Kimball Drive
Gig Harbor WA 98335

Dear Ms. Crist:

As a seasoned and successful arts advocate, I would like to be considered for an upcoming art commissioner position with the Gig Harbor Arts Commission. I have enclosed my resumes outlining highlights and contributions as an arts educator, arts administrator, and glass artist. Letter of recommendations and other information is available upon request.

I have extensive training in leadership and communication skill and have been a member of many complex decision-making teams to create governing documents and procedures supporting community visual and performing arts programs. As the past Executive Director of the Arts Network of Washington State, I worked closely with the National Endowment for the Arts, Washington State Arts Commission, city governments, and the business community to provide funding for the arts in Washington State. My administrative responsibilities included management of various state-wide visual and performing arts programs, hiring and training staff, overseeing budget, grant research and development, and maintaining a communication system with local and national arts organizations, community leaders, and individual artists.

It is my goal to encourage a diverse learning population and create a place where individual differences are respected and safe. Throughout my education career, I have successfully written, implemented, and assessed many K-adult visual arts curriculum for several school districts in the area. I have worked with a variety of students of all ages, including adults, newly arrived immigrants, international exchange students, students with physical or mental disabilities, and the gifted and talented K-12 students.

As a production glass artist, I have many years of experience producing site-specific public and private art commissions. These large-scale projects not only require artistic and installation craftsmanship, but also skills and knowledge in public speaking and presentation, budget issues and resolution, and strategies for contract negotiations. I am accustomed to problem-solving with a project client, architect, structural engineer, and installation team concerning compliance, safety standards and timelines.

My artistic background, teaching career, and arts administrative experiences have focused on advocating and integrating the arts as a vital component to community life and education. As a result-focused arts advocate, I am able to quickly grasp complex concepts, analyze and interpret ideas into a logical strategy and implement solutions. I have excellent writing and speaking skills enabling me to construct and present plans in a coherent and persuasive manner. I am a team builder and leader who can assist the Arts Commission with operational, technical and creative direction in their efforts to keep the arts alive for all members of the Gig Harbor community.

I believe I would be an asset to the Gig Harbor Arts Commission and welcome the opportunity to discuss an art commissioner position further. Please feel free to contact me if you have further questions. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Sullivan", with a long, sweeping horizontal flourish extending to the right.

Robert Sullivan

ROBERT SULLIVAN

SUMMARY

Accomplished arts and vocational educator, arts administrator and professional artist. An arts advocate with expertise in curriculum development, planning, analyzing, and problem-solving. Excellent interpersonal and communications skills with ability to work effectively with people in diverse fields. Resourceful and innovative manager with training in administrative policy, personnel supervision, and finance.

EXPERIENCE

Peninsula School District, Minter Creek Elementary,

Visual Art Instructor 2005-2006

- Developed and implemented K-5 sequential art program.

North Mason School District, Belfair, Washington

Visual Arts Instructor 2004-2005

- Developed and implemented high school ceramics program and assessment.

Tacoma School District, Tacoma WA

School of the Arts (SOTA) High School 2003-2004

Visual Arts and Career & Technical Education Instructor:

- Developed and implemented three-dimensional design curriculum and assessment tools.
- Developed and implemented CTE graphic arts curriculum and assessment tools.

Peninsula School District, Gig Harbor, Washington

Visual Arts Instructor 1970-2003

- Developed and implemented high school Ceramics, Commercial Photography, Printmaking, and Design curriculum and assessment.
- Developed and implemented sequential K-5 sequential arts program.

Visual Arts Supervisor:

- Peer supervision and performance assessment.
- Establishment of concise boundaries, goals, and deadlines for staff.
- Financial management, fundraising, grant submissions and review.
- Facility and equipment safety standards.
- Crisis preparedness and security assessment.
- Diversity in cultural education.

Visual Art Curriculum Advisor:

- Developed and implemented K-12 and adult visual arts curriculum and assessment tools for diverse population.
- Designed and taught visual art workshops for K-12 art staff.

Career & Technical Education Instructor:

- Developed Digital Photography curriculum and support system.
- Instruction in web-site development, Internet and graphic skills.
- Software instruction, including Adobe Photoshop, Impact, and Ulead.
- Problem solving with technology, equipment, and software difficulties.

Arts Network of Washington State, Tacoma, Washington

Executive Director

July 2000-June 2001

Organizational responsibilities:

- Management and evaluation of staff and volunteers.
- Oversight and review of finances, fundraising and grant submissions.
- Long-range strategic planning of mission, goals and objectives.

Quarterly Board of Trustees meetings, retreats and reports.

Gig Harbor Community and School Arts Partner:

Organizational activities:

- Founding member of the *Peninsula Community Arts* organization.
- Gig Harbor Historical Society Board of Trustee Member
- Co-Director of *TideFest*, a Gig Harbor community arts festival. Instrumental in originating, supervising, and implementing event that raises significant funds annually for school and community projects.
- High school art advisor to Ms. Gina May, past Director of Visual and Performing Arts, Office of Superintendent of Public Instruction.
- Peninsula School District liaison for Washington State Arts Commission and community.
- School district facilitator for Percent for Art works, WSAC

EDUCATION

- B.A., Fine Arts, Central Washington University.
- B.A., K-12 Arts Education, Central Washington University.
- Masters Arts Education, University of Washington.
- Vocational Education, Central Washington University.

**PROFESSIONAL
DEVELOPMENT**

- Kiln-fired glass artist resume available upon request.
-

9360 MILTON AVE, GIG HARBOR, WA 98332
PHONE & FAX: 253-857-4102 CELL: 253-549-8778
E-MAIL RSULLI8090@AOL.COM

ROBERT SULLIVAN KILN-FIRED GLASS

SUMMARY

A versatile artist and educator best known for large-scale kiln-fired glass architectural installations. Mr. Sullivan creates unique and site-specific glass works for residential, corporate, and public projects integrating art with architecture. Design excellence achieved through dedication to client satisfaction, superb sense of spatial awareness, and commitment to detail and fine craftsmanship. All aspects of projects, from initial sketch and budget to shipping and final installation, executed with professional skill.

TEACHING AND ARTS ADMINISTRATION

- School of The Arts, Tacoma School District, Tacoma, Washington
- Peninsula School District, Gig Harbor, Washington
- North Mason School District, Belfair, Washington
- Executive Director, Arts Network of Washington State

EDUCATION

- B.A., Fine Arts, Central Washington University.
- B.A., K-12 Arts Education, Central Washington University.
- Masters Art Education, University of Washington.
- Vocational Education Certificate, Central Washington University.

PUBLICATIONS

- *"Seven Hot Americans"*, Professional Stained Glass Magazine.
- The Guild: American Craft Artists.
- Designers West Magazine
- *"Palette of Talent"*, Peninsula Magazine.
- Seattle Times Newspaper.
- Federal Way News.

SELECTED GROUP EXHIBITIONS

- “The Frozen Moment: Contemporary Northwest Images in Glass”
Bellevue Art Museum, Bellevue, Washington.
- International Exhibition of Glass. Kanazawa, Japan.
- National Exhibition of Glass Directions. Salem, Oregon.
- “Ippinkai of Summer” Fine Art Show. Tokyo, Japan.
- Pilchuck School of Glass Show. Seattle, Washington.
- Contemporary Art Glass, USA. Tokyo, Japan.
- Tour of Elegance Architectural Show. Federal Way, Washington.
- Numerous U.S. and overseas galleries. Details upon request.

ARCHITECTURAL INSTALLATIONS

- Evergreen Hospital. Kirkland, Washington.
- Federal Way Regional Library. Federal Way, Washington.
- Nordstrom Corporation. Seattle, Washington.
- RDK Development. Kirkland, Washington.
- Washington Natural Gas, Regional Headquarters. Everett,
Washington.
- Seattle Heights Condominiums. Seattle, Washington.
- Swedish Hospital. Seattle, Washington.
- Yarrow Bay Plaza III. Kirkland, Washington.
- Numerous residential installations. Details upon request.

PERMANENT COLLECTIONS

- SRO Theaters
- Fluke Manufacturing Corporation
- Security Pacific Bank
- Skyway Luggage
- Wright/Runstad Construction, Inc.
- Sabey Construction
- Boeing Company
- Vik-Winkle Production, Inc.

9360 MILTON AVE, GIG HARBOR, WA 98332
253-857-4102 E-MAIL: RSULLI8090@AOL.COM

Robert Sullivan

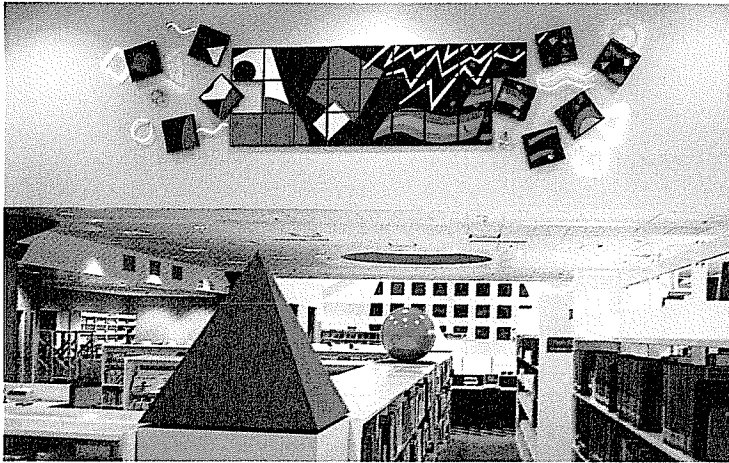
Fused Glass Studio
14715 Goodrich Drive, NW
Gig Harbor, WA 98329-8727
(206) 857-4605
FAX (206) 851-2241

Specializing in large-scale 'paintings' of high-fired glass, Robert Sullivan creates site-specific installations for residential, corporate and public projects. Two decades of professional experience has produced a commentary on color and form that integrates art and architecture. He collaborates with the client, architect and designer to create unique, custom works. Design excellence is achieved through dedication to client satisfaction, a superb sense of spatial awareness, and a commitment to detail and fine craftsmanship. Each aspect of a project, from initial sketch and budget to shipping and installation, is executed with professional skill.

Portfolio and pricing information available upon request.

Photos: Gary Vannest

All photos: *Beyond Our Nearest Cosmos*, Federal Way Regional Library, Federal Way, WA, triptych, fused glass and neon, 108' x 5'



Robert Sullivan

Fused Glass Studio
14715 Goodrich Drive, N.W.
Gig Harbor, WA 98335
(206) 857-4605

Known for his imagery and rich colors, Robert Sullivan is commissioned for large paintings of high-fire fused glass wall reliefs and architectural installations. Sullivan custom designs individual works for the public, corporate, and residential settings. He is exhibited nationally and internationally and is in numerous collections.

Prices start at \$150.00 per square foot. Design fee is 10 percent of proposal budget. Allow 6-8 weeks for delivery and installation. Commissions and collaborations are welcome. Further information is available upon request.

Exhibited regularly are his highly decorative, stylized portraits of contemporary women titled the 'Urban Women Series'.

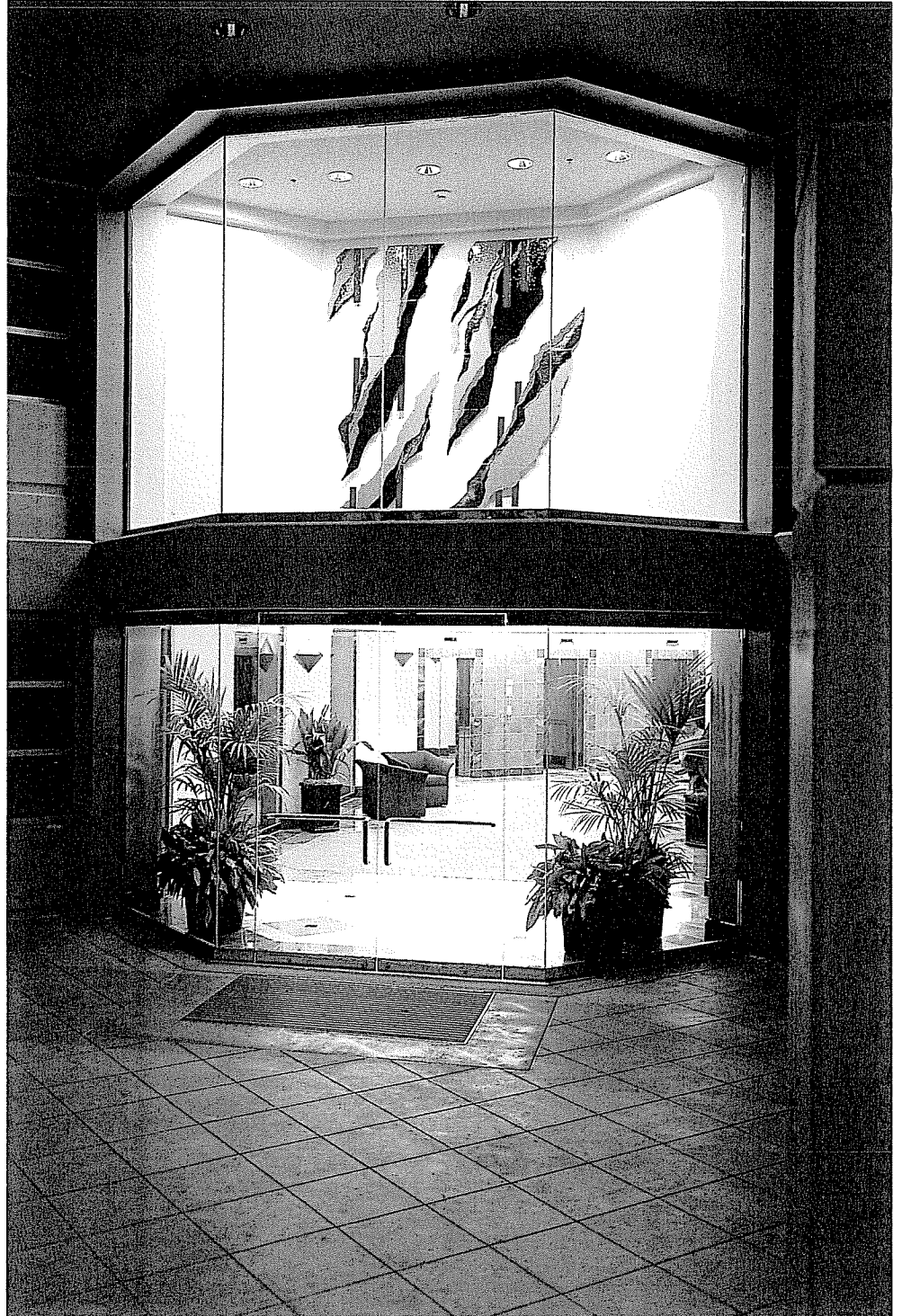
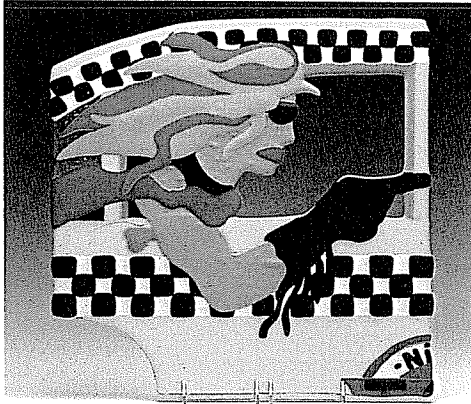
(Top left) "Jessie, Urban Women Series", 20 x 20"

(Lower left) "Tokido Banners", 6' x 4'.

Residential Installation.

(Below) "Color Currents", 12' x 12'.

Corporate installation.



Robert Sullivan

Fused Glass Studio
14715 Goodrich Drive, N.W.
Gig Harbor, WA 98335
(206) 857-4605

Known for his imagery and rich colors, Robert Sullivan is commissioned for large paintings of high-fire fused glass wall reliefs and architectural installations. Sullivan custom designs individual works for the public, corporate, and residential settings. He is exhibited nationally and internationally and is in numerous collections.

Prices start at \$150.00 per sq. foot. Proposal fee is 10 percent of final cost. Allow 6-8 weeks for delivery. Commissions and collaborations are welcome. Further information available upon request.

Exhibited regularly are his highly decorative, stylized portraits of contemporary women titled the 'Urban Women Series'.

- (top left) "Glacial Movement", 6.5' x 6.5'
- (middle left) "Fizzures", 7' x 5'
- (bottom left) "Erica, Urban Women Series", 18" x 18"
- (top right) "Passage", 14' x 4'
- (bottom right) "Bayeta", 6' x 4'

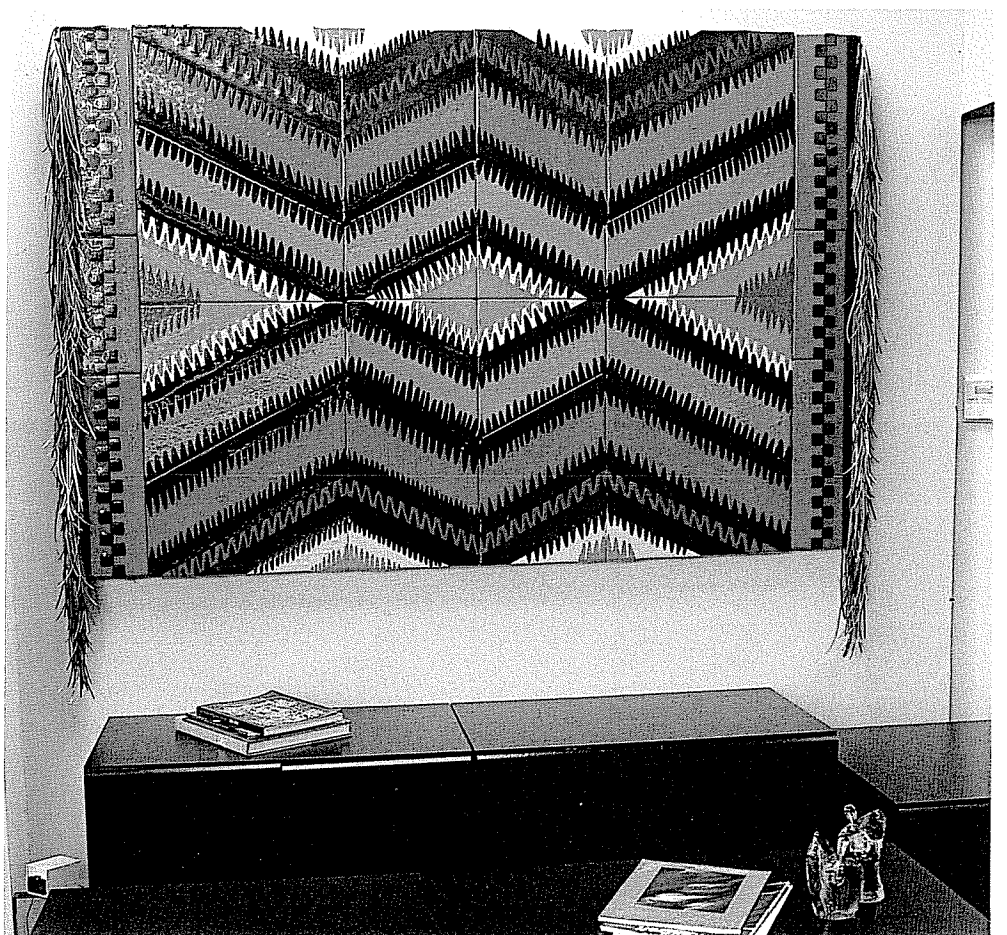
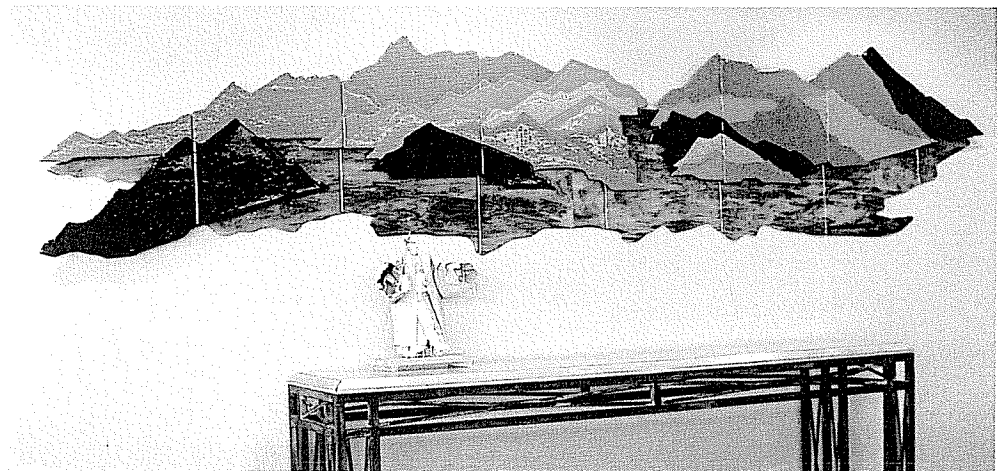
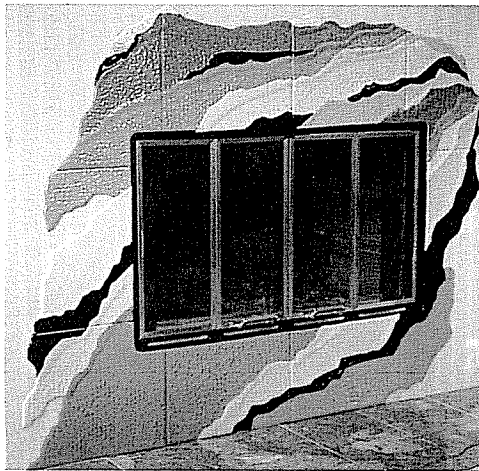


Photo: Philip Amdal



ADMINISTRATION

TO: CITY COUNCIL
FROM: MAYOR CHUCK HUNTER
SUBJECT: APPOINTMENT TO THE BUILDING CODE ADVISORY BOARD
DATE: APRIL 10, 2006

INFORMATION/BACKGROUND

My election left an open position on the Building Code Advisory Board. We received no letters of interest that met the city residency requirement, and so recently this requirement was changed by ordinance.

Since that time we have received one letter of interest to serve the position of contractor from Jim Bozich, President of United Pacific Structures.

RECOMMENDATION

A motion for the appointment of Jim Bozich to serve the remainder of the three-year term on the Gig Harbor Design Review Board to expire March 31, 2008.

February 28, 2006

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



Re: Building Code Advisory Board Position

Dear Mayor Hunter,

I would like to offer to you and to the City of Gig Harbor my sincere interest in serving on the Gig Harbor Building Code Advisory Board.

When Jeff Stroud of Mountain Construction mentioned to me that the city was seeking individuals to serve on the board I thought what a great way to give back some of what Gig Harbor has done for my family and me.

To give you some background I am a third generation General Contractor. Both my grandfather and father made their livelihoods locally in the construction industry. I knew from a very young age that I too would follow in their footsteps. While attending high school I had several part-time jobs working in construction. Upon graduation, I started up my own residential concrete construction company which gave me my first real experience in running my own business. Next, I spent some time as a carpenter in the San Juan Islands working on high-end custom homes. Seeking more knowledge, I attended Washington State University and graduated with a degree in Construction Management. Then after working for a General Contractor in Spokane, I felt I too was ready to open my own General Contracting firm. We began our company in Spokane but soon returned home to Gig Harbor.

My firm, United Pacific Structures, Inc. has completed a vast array of projects from commercial to multi-family all up and down the I-5 corridor. From as far north as Seattle and south to Centralia. We are able to complete projects as a General Contractor and larger-scale projects as a Construction Management firm. With the latter projects, I am usually the first to be hired by an owner and thus have a large role in working closely with Architects and public officials as an owners' representative during the design phase.

As you know being a builder, you must have an up-to-date and thorough knowledge of the building codes for where you are working. Much time is spent going back and forth sometimes discussing various codes with officials. I have become familiar and experienced with building codes through IBC & IRC as well as attending classes on the new codes.

Jim Bozich
P.O. Box 2623
Gig Harbor, WA 98335

(Jim Bozich, Page 2)

I appreciate this opportunity to show my interest in serving on the Building Code Advisory Board and believe that with my well-rounded experience and desire to serve our community I can serve the board well.

Attached please find my resume as well as a brochure for United Pacific Structures. Feel free to contact me at any time at 253.279.2953. Again, thank you for your consideration.

Sincerely,



James W. Bozich
President
United Pacific Structures, Inc.

Jim Bozich
P.O. Box 2623
Gig Harbor, WA 98335

Resume for

JAMES W. BOZICH

EDUCATION:

Washington State University

Bachelor of Science in Construction Management, May 1993

EXPERIENCE:

4/95-Present

United Pacific Structures, Inc., Gig Harbor, WA

President

Manage Construction Management/General Commercial Construction firm including estimating, project management, company safety program, on-site quality control and employee relations.

5/93-4/98

Williams Brothers Construction Inc., Spokane, WA

Project Manager

Estimating and managing public construction contracts from \$100,000 to \$7 million including building construction, remodeling, and piping. Estimating experience includes complete quantity take-offs, contacting subcontractors and suppliers, calculating bid budgets, pricing of all non-subcontracted bid packages and bid day tabulations. Project management activities include contract administration, creating and updating accurate project schedules, analyzing job cost reports, Subcontractor management, materials acquisition, field supervision and employee coordination.

2/90-8/90

Evergreen Lumber, Port Orchard, WA.

In-house Contractor Sales

Job duties included quantity take-offs and estimates for materials in CSI Divisions 5,6,7,8,9 as well as customer service.

3/89-10/89

Lowe Construction, Friday Harbor, WA.

Carpenter for a residential construction contractor. Job included concrete forming, framing and finish work from project start to completion.

8/87-3/89

Foundations LTD., Tacoma, WA.

Owner of concrete construction company. Included procuring work, bidding, managing five employees, accounting, and payroll. Projects included residential foundations from \$1,000 to \$4,000 and multi-family foundations to \$30,000.

PROFESSIONAL:

Licensed General Contractor, Washington State, Vice President-Southern District for 2006 Associated General Contractors of Washington, Quality Construction Management, Army Corps of Engineers, Auto CADD Operator-Level 1



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: CONSULTANT SERVICES CONTRACT – ROBERT WINSKILL
DATE: APRIL 10, 2006

BACKGROUND/INFORMATION

Attached is a services contract for Bob Winskill for services in the Eddon Boat building through August 31. Mr. Winskill will serve as a custodial presence, perform minor building repairs, provide security for the boatyard, and coordinate with Dave Brereton, Director of Operations, to establish routines for the maintenance and repair of the facility. He has previously held this role through temporary employment status, but city personnel policy did not allow for the continuation of such employment after March, 2006.

The pay rate will be \$20.00 per hour for a maximum 109 days ending no later than August 31. Hours from 8:00 – 12:00. The contract status is for specific duties and duties as assigned and is not a regular position. The contract may be terminated for convenience with payment only for hours worked. The contract may not exceed \$8720.

Start date of the contract is April 3, 2006.

RECOMMENDATION

I recommend that Council move to approve this contract.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robert Winskill, an individual whose address is 3805 Harborview Drive, Gig Harbor, Washington 98332 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the demolition and redesign of the Eddon Boatyard property and desires that the Consultant perform services necessary to provide security, maintenance and repair and be a contact person for the community regarding the project; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 27, 2006 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time, not to exceed Eight Thousand Seven Hundred and Twenty Dollars dollars and no cents (\$8720.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by August 31, 2006; provided however, that additional time may be granted by the City for extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as

described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work and Cost referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$350,000 each accident limit, and

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

E. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Robert Winskill
3805 Harborview Drive
Gig Harbor, Washington 98332
(253) 858-7700 (shop)
(253) 851-7768

Mark Hoppen
City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-8136

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph

shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2006.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

CONSULTANT
Robert Winskill
3805 Harborview Drive
Gig Harbor, Washington 98332
(253) 858-7700 (shop)
(253) 851-7768

Mark Hoppen
City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-8136

ATTEST:

APPROVED AS TO FORM

City Clerk

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

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 signed this instrument, on oath stated that he 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: __

Exhibit A Scope of Services

To be a continued custodial presence with the City of Gig Harbor and the Eddon Boatyard Building. The Scope of Services will also include performing minor repairs and maintenance and provide security for the boatyard.

The proposed repairs and maintenance duties are as follows:

Joiner Shop:

- Vacuum and blow dust off rafters,
- Finish window glazing and cleaning,
- Paint bathroom, repair sheetrock outside of office.

Tool Room:

- Rebuild to smaller footprint to make machine shop larger,
- Repair benches and shelves.

Machine Shop:

- Complete painting,
- Dig out drain trench,
- Install better sump pump,
- Clean and glaze windows,
- Remove old furnace ducting.

Main Floor Loft:

- Clean out space,
- Clean and glaze window,
- Install temporary lighting.

Main Shop Area:

- Remove old vacuum pipe and fill holes,
- Remove old furnace ducting,
- Hose down exposed ceiling and walls,
- Clean and glaze one window,
- Clean and refurbish paint bench,
- Clean and repair steam box.

Inside Railway:

- Remove and stack ways blocks,
- Straighten carriage so it will move freely,
- Remove outside curtain and dispose,

Clean and rake floor area,
Clean, repair and glaze windows.

Paint Shed:

Replace roof due to rot with fireproof material (sheetrock and metal roofing),
Rebuild compressor shed due to rot (next to paint shed).

Ways Winch:

Remove old sawdust and clean oily debris from below winch,
Service bearings and transmissions, lube cables.

Outside of Building:

Help with carpentry to make repairs to siding and to assist with sealing and painting building.

Exhibit B Fee Schedule

The proposed hourly rate will be \$20.00 per hour.

Hours: 8:00 A.M. to Noon, Monday through Friday.



ADMINISTRATION

TO: CITY COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: AMENDMENTS TO JOB DESCRIPTIONS
DATE: APRIL 10, 2006

INFORMATION/BACKGROUND

As needed, we make adjustments to the City of Gig Harbor Job Descriptions. The amendments to the 2006 Job Descriptions are described below.

The "Planning Manager" job title is renamed "Planning Director" to help attract qualified applicants.

The qualifications required for Police Sergeant have been amended to reflect the desire for more experienced officers. The "two years of police experience and two years of management training or experience" has been deleted and replaced with "Minimum three (3) years experience as a commissioned officer with the Gig Harbor Police Department."

The language "A valid Washington State driver's license and a history of safe driving is an essential duty of the job" has been added to those job descriptions in which driving a city vehicle is required on a regular basis.

RECOMMENDATION

A motion to adopt the amendments identified in this memo to the *2006 City of Gig Harbor Job Descriptions*.



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: LITA DAWN STANTON
SUBJECT: CONTRACT FOR EVALUATION OF COMMUNITY DEVELOPMENT
DATE: APRIL 10, 2006

BACKGROUND

In January of 2006, the Mayor initiated a RFQ for an Evaluation of Business Processes within the Community Development Department (Planning, Building/Fire, Engineering & Operations).

On March 1st, the RFQ was advertised and three responses were received. Interviews were conducted the week of April 3rd. After reviewing the proposals from two of three consultants specializing in development permitting audits, the Latimore Company was chosen.

Two cities who contracted with the Latimore Company in the past two years were contacted to assess the long-term benefits of their work with Kurt Latimore. Kate Galloway, senior planner at the City of Monroe expressed complete satisfaction detailing directives that led to code amendments and processes improvements. Rick Cisar, Director of Community Development for the City Sultan also provided excellent feed-back, stating that Kurt Latimore did a tremendous job and that results of the review improved efficiency for his department.

FISCAL CONSIDERATION

Funding for this work was budgeted in the 2006 Administration Fund, Objective #10 - \$30,000. The Latimore Company's bid for services is \$19,250.00.

RECOMMENDATION

Staff recommends authorization of the Consultant Services Agreement with The Latimore Company, LLC to perform the Evaluation of Business Process within the Community Development Department.

Exhibit 7

CONSULTANTS SERVICE CONTRACT

Between

THE CITY OF GIG HARBOR

and

THE LATIMORE COMPANY, LLC

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and THE LATIMORE COMPANY, LLC, a limited liability company organized under the laws of the State of WASHINGTON, located and doing business at, 11805 INGRAHAM ROAD, SNOHOMISH, Washington 98290 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the EVALUATION OF THE COMMUNITY DEVELOPMENT DEPARTMENT, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated MARCH 1, 2006, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed NINETEEN THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$19,250.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work

described in **Exhibit A** shall be completed by MAY 30, 2006; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II (A), above.

VI. Discrimination

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

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of

the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Kurt Latimore, Member
THE LATIMORE COMPANY, LLC
11805 Ingraham Road
Snohomish, WA 98290
(360) 805-2999

Charles L. Hunter
Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-8136

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 6TH day of APRIL, 2006.

CONSULTANT

By: Kurt R. Latimore
Member

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:

CONSULTANT

Kurt Latimore

THE LATIMORE COMPANY, LLC

11805 Ingraham Road

Snohomish, WA 98290

(360) 805-2999

Charles L. Hunter

Mayor

City of Gig Harbor

3510 Grandview Street

Gig Harbor, Washington 98335

(253) 851-8136

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Exhibit A “Scope of Services” Addendum #1

The nature of the Contractor’s services and delivery of the scope of services (Exhibit A) relies on comparisons of permit processes, toolsets, reference material, forms, organizational design and performance data. The City consents to use of information obtained under this effort for this purpose.

PROPOSAL SUBMISSION FORM

Request For Qualifications Evaluation of Business Processes / Community Development Department (Planning, Building/Fire Safety, Engineering & Operations)

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

The undersigned, having carefully read and considered the Request for Qualifications to provide an Evaluation of Business Processes of the Community Development Department for the City of Gig Harbor, does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed within the rates set forth in said proposal.

PROPOSER

Company Name: THE LATIMORE COMPANY, LLC

Doing business as: an individual a partnership a corporation

duly organized under the laws of the State of WASHINGTON

by: Kurt R. Latimore KURT R. LATIMORE, MEMBER
signature of authorized representative type or print name

PRINCIPLE OFFICE ADDRESS

Street address 11805 INGRAHAM ROAD

City _____ County SNOHOMISH

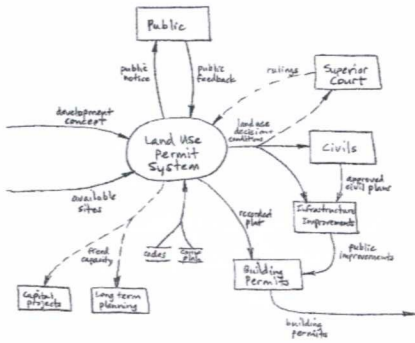
State WA Zip Code 98290 Telephone (360) 805-2999

E-mail Address klatimore@thelatimoreco.com Fax (360) 805-2999

TAXPAYER IDENTIFICATION NUMBER

Employer I.D. No. 20-0298088 OR Social Security No. _____
Corporation or partnership individual

ALL PROPOSALS MUST INCLUDE THIS COVER SHEET. IN ADDITION, THE PROPOSAL MUST CONTAIN ALL THE CONTENT AND EVALUTION REQUIREMENTS LISTED IN THIS RFQ PACKAGE.



The Latimore Company, LLC
 11805 Ingraham Road
 Snohomish Washington 98290
 (360) 805-2999 • (888) 650-2999
 klatimore@thelatimoreco.com

March 24, 2006

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

Re: Request for Qualifications
 Evaluation of Business Processes, Community Development Department

Mayor Hunter,

The Latimore Company (TLC) is a community government consulting firm located in Snohomish County that is dedicated to improving the predictability, efficiency and collaboration of permit operations. TLC has consulted for 17 Western Washington cities and counties to improve community permit system performance.

TLC process evaluations address the full range of commercial and residential processes, including, for example:

- Land use actions
- Civil plan reviews
- Design review
- Public process
- Quasi-judicial review
- Building plan review,
- Inspection
- Code enforcement
- Forestry
- Agency coordination.

Departmental analysis includes:

- Planning
- Engineering
- Plans examiners
- Inspectors
- Fire marshal
- Public works, O&M
- Environmental health
- Critical areas
- Shorelines
- Watershed
- IT (GIS, tracking software architecture, use and admin)
- Administration
- Technicians, and others

The Latimore Company offers to review and evaluate your current permit operations, and work with your team to achieve the goals of improved effectiveness, efficiency and customer service.

TLC can meet your timetable.

TLC offers this proposed work plan for your consideration. TLC will work with you to finalize scope and contract terms. TLC can largely accept your standard consultant service contract.

Evaluation Strategy

The strategy TLC proposes is an approach proven to be effective. This strategy is to analyze the data flows between processing steps. In this way, we trace the flow of applications through their series of reviews and examine the interactions with applicants, quasi-judicial bodies, agencies and the public. Much about process efficiency has to do with the quality and timing of information as it passes from one processing step to the next. Analysis of these data flows reveals the constraint of the system. Recommendations follow.

IT Application Analysis

TLC has worked with a number of regional jurisdictions to assess their use of permit tracking software and make recommendations about the addition of systems or enhancements to them.

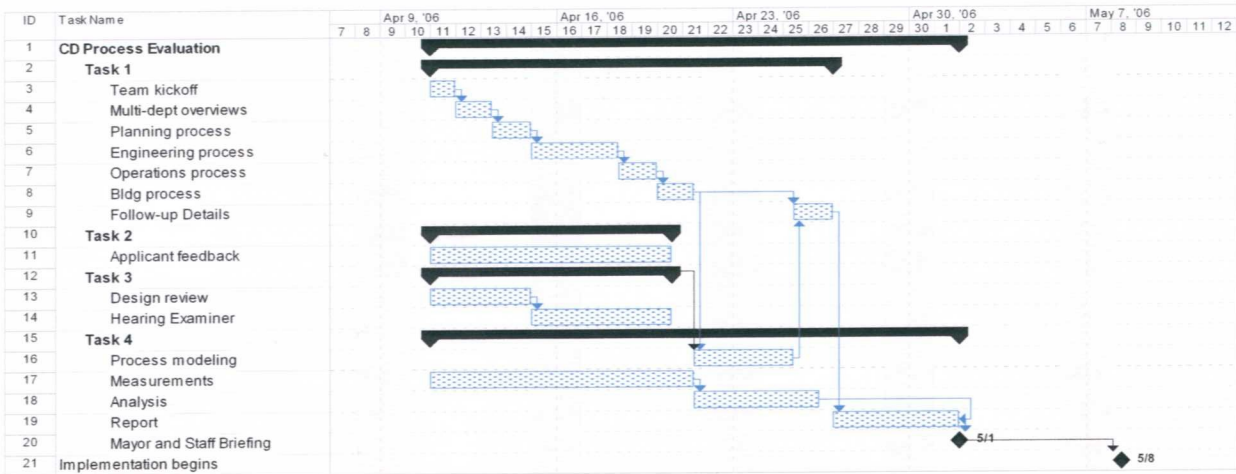
TLC is recommending an architecture for integrating PW reviews into *Accela Permits Plus* in Redmond. TLC is also working with Skagit County to integrate planning activities into *Permits Plus* and reconcile accompanying paper records.

TLC developed a management report with Jefferson County to inform management decisions and serve as a basis of prioritization. And, TLC specified a management “dashboard” for Whatcom County to identify and steer performance. Both Jefferson and Whatcom Counties use *Accela Permit Plan* software. Recommendations included refinement of user practices.

Proposed Work Plan

The proposed work plan (Fig. 1) includes five tasks that establish how the process currently works, and how it may vary from time to time, at a fairly detailed level.

- Staff interviews (Task 1)
 - Planning, Engineering
 - Operations, Administration
 - Building, Fire
- Applicant feedback (Task 2)
- Public process (Task 3)
 - Design review
 - Hearing examiner
- Findings and Recommendations (Task 4)
 - Process modeling
 - Analysis
 - Final Report
 - Mayor & Staff Briefing
- Implementation discussions (Task 5)



Staff Interviews and Meetings (Task 1)

Staff interviews generally take 1½ to 2 hours each. Most are with 2-3 personnel at a time. The most experienced staff will likely attend 3-4 sessions over the course of the evaluation. Most of the team will participate in at least one interview session. These trace the flow of applications through the organization, evaluate process standards, and discuss the interactions that occur.

The interview process is also designed to engage participants in the improvement process. Strong implementation relies on staff understanding and embrace of proposed changes.

As part of this, TLC recommends a 1 hour all-hands kickoff meeting, which could be split into two sessions if coverage necessitates. This prepares the team for participation, reviews objectives and provides an opportunity for questions.

Applicant Feedback (Task 2)

TLC would contact a sample of recent applicants identified by the City. This is to collect feedback from applicant experiences with the process. This sample would include professional and single-project applicants for typical land use actions, site plan reviews, and building permits.

This provides helpful insights into system operation, customer service, the effectiveness of interactions from their perspective, and the clarity applicants have from the outset about procedure and process standards. The effects of design review will also be explored.

Public Process (Task 3)

TLC would observe a design review board session and a hearing examiner hearing. This would include follow-up to get feedback on the quality of staff reports, the process mechanics from their perspectives, and the mix of projects they decide.

Findings & Recommendations (Task 4)

TLC would develop process models to trace the flow and coordination of permit materials through the various reviewing workgroups and between the City and applicants, the public and any outside agencies as needed. The organizational design would be compared with this process flow.

Measurements would be collected which may require research, depending on current performance measures and records management practices. Key measurements would be compared with a body of regional permit timeline data that TLC maintains.

Interview notes, applicant and other feedback, observations of workflow, forms and standards, process models and measurements will be analyzed using the *Theory of Constraints* methodology. With this approach, we identify the constraint across the workgroups that paces current performance.

Based on this analysis, TLC will produce a report of findings and recommendations that evaluates the current process and offers practical alternatives for improvement. Prioritization will be addressed.

Implementation considerations for a software tracking system will also be included.

This report will be presented to you and your staff on May 1.

Implementation Discussions (Task 5)

TLC offers to work with City leadership to develop implementation plans around chosen recommendations and timelines.

As part of these efforts, TLC recommends an all-hands debriefing after release of the report to help prepare and engage the team for implementation.

The Latimore Company

General Information

The registered name of the firm is: The Latimore Company, LLC
A limited liability company of the State of Washington

The office is located at: 11805 Ingraham Road
Snohomish WA 98290.

The firm is in its third year of business, established in 2003.

The Latimore Company knows of no potential conflicts of interest due to its clients or contracts. Neither the firm nor its principal, Kurt Latimore, have any property interests in Gig Harbor.

Management Philosophy

The Latimore Company is praised for its great value and responsiveness to its clients. TLC delivers its commitments and does so within agreed budgets. TLC is also flexible to adjust focus and scope.

TLC works as a partner with jurisdictions from assessments through implementation, with ongoing support thereafter. TLC is dedicated to its clients and is always respectful and constructive in its work with staff, local citizens and applicants.

Company Experience

TLC evaluations range the full scope of analysis sought by Gig Harbor. Sample projects are:

Analysis of permit reviewing departments, intake and review standards, tracking software, online resources, workflow management, and handling of critical areas

Gary Christensen, Director
Skagit County PDS
1800 Continental Place
Mount Vernon WA 98273
(360) 336-9410

Hal Hart, Director
Whatcom County PDS
5280 Northwest Drive
Bellingham WA 98226
(360) 676-6907

Al Scalf, Director
Jefferson County Permit Center
621 Sheridan Avenue
Port Townsend WA 98368
(360) 379-4493

Bob Franklin, Manager
Public Works Engineering
15670 NE 85th Street
Redmond WA 98073-9710
(425) 556-2818

Keith Stahley, Director
Olympia CP&D
837 7th Avenue SE
Olympia WA 98507-1967
(360) 753-8227

Matt Zybas, Acting Director
San Juan County CP&D
135 Rhone Street
Friday Harbor WA 98250
(360) 378-2354

Sample Report

Please see the sample report: *Redmond Permit Process Improvement Initiative Findings and Recommendations*, for the City of Redmond (App. A).

Project Staffing

Kurt Latimore, TLC founder and principal, will perform the process evaluation for Gig Harbor. He developed TLC's methodology and performs all company services. His resume is enclosed.

Assumptions

TLC assumes that the operations scope in the evaluation is limited to permit review and that the inspection process is outside of scope. These may be added to the scope if the City wishes.

TLC also presumes the project can begin on April 11.

Fee Schedule

TLC's fully burdened rate is \$175 per hour. Expenses such as materials, communications and travel for this scope of work are included in this rate. TLC estimates the following hours for the five tasks. Most effort will be onsite.

		<u>Onsite</u>	<u>Offsite</u>	<u>Total</u>
Task 1	Staff interviews	30 hours		30 hours
Task 2	Applicant feedback	10 hours		10 hours
Task 3	Hearings process	10 hours		10 hours
Task 4	Analysis and report	10 hours	40 hours	50 hours
Task 5	Implementation	<u>10 hours</u>		<u>10 hours</u>
		70 hours	40 hours	110 hours

TLC proposes a billing at the conclusion of Task 4 (presentation of the report) with a billing for Task 5 discussions thereafter.

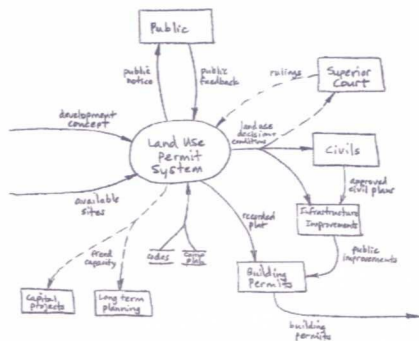
Thank you

Thank you for this opportunity to serve the City of Gig Harbor.

Regards,



Kurt Latimore, Member
The Latimore Company, LLC



The Latimore Company, LLC
 11805 Ingraham Road
 Snohomish Washington 98290
 (360) 805-2999 • (888) 650-2999
 klatimore@thelatimoreco.com

May 20, 2005

Redmond Permit Process Improvement Initiative

Findings and Recommendations

Summary

An audit was conducted in the winter of 2004-05 to evaluate the processes used by Redmond to decide development permit applications. This was done for the purpose of identifying ways to improve the predictability, efficiency and collaboration of City service.

The audit revealed that the constraint of the overall system is engineering civil plan approval, particularly for water and sewer utilities.

Noted are four standout strengths of the City within the region and four improvement opportunities. Recommendations included, among others, restructuring of the civil plan development cycle and resolution of as-built standards.

Table of Contents

Summary 1	Findings and Recommendations 8
Table of Contents 1	Particular Strengths 9
Introduction 2	Entitlement Process 9
An Upsurge in Demand 2	Results on the Ground 10
The Latimore Company, LLC 2	Use of Technology 11
The Theory of Constraints 3	Team Stability 12
Baseline Process Specification 3	Improvement Opportunities 12
Major Processing Steps in Redmond 3	Civil Plan Approval 12
Audit Scope and Process 4	As-Built 14
Baseline Performance 4	Counter Inquiries, On-Call Specialists 15
Baseline Process 4	Use of Permits Plus 15
Baseline Measurements 5	The Constraint 16
Applicant Feedback 8	Civil Plan Review 16
	Urban Areas 17
	Building Plan Review 18
	Steering Improvements 19
	Conclusion 19

Introduction

The Latimore Company audited the Redmond permit system in the winter of 2004-05 to recommend actions the City could take to improve service. This began half a year into use of the new International Building Codes and during finalization of a major critical areas ordinance update. Meanwhile, construction began for a new facility on the Redmond campus.

An Upsurge in Demand

This audit occurs during an upsurge in regional development activity. Regional permit applications were forecasted to grow on order of 10% in 2004 based on forecasts of the Seattle/King County EDC, now *enterpriseSeattle*.

While structural permits actually declined 9% in 2004 (Fig. 1 columns using the left axis), total building permits including over-the-counter, signs and demolitions rose 20% (Fig. 1 line using the right axis). Based on first quarter trends, 2005 looks like a year of growth overall.

Land use actions over the period held steady at their robust level of one every workday, nearly two when tree removal permits are included (Fig 2).

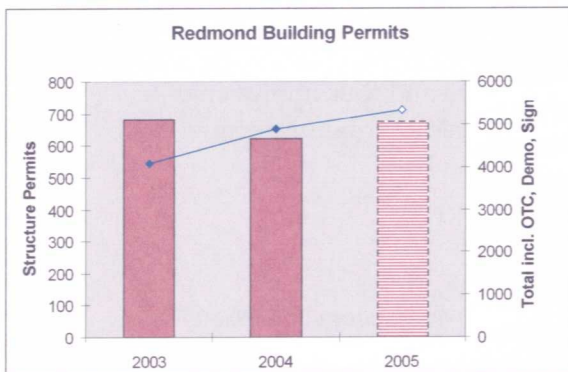


Figure 1 – Building Permit Volumes

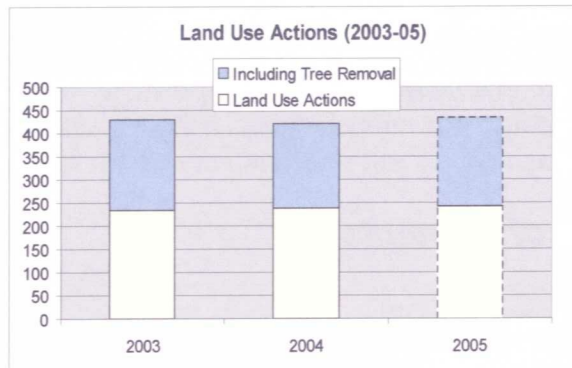


Figure 2 - Land Use Actions (2003-05)

The Latimore Company, LLC

The Latimore Company, LLC (TLC) is a community government consulting firm located in Snohomish City that is dedicated to improving the predictability, efficiency and collaboration of permit operations. Its founder, Kurt Latimore, led the deployment and refinement of the Model Permit System (MPS) through the Economic Development Council of Snohomish City in 2003 and continues to lead the initiative. The MPS is a package of administrative processes that have proven effective at streamlining permit application preparation and review. Several MPS techniques are currently utilized in the City and others are recommended such as civils pre-application meetings and comment letter debriefings.

The Theory of Constraints

Underlying efficiency improvements is Eliyahu Goldratt's *Theory of Constraints*. Goldratt, a physics professor, found that by modeling organizations and their objectives as physical systems (like gravity, water flow or electromagnetism) that the model predicted dramatic performance improvement was achievable. Organizations throughout the world are realizing these results. Its fundamental premise is that within any system is a constraint, rarely more than one, that generally remains consistent until changed by market forces or systematic change. If we understand this constraint (a particular resource or skill) we can aim our improvement efforts on it and thus elevate the performance of the entire system. In our audit of City processes, task allocation and departmental capacity we identified the constraint and direct improvement recommendations accordingly.

Baseline Process Specification

Tom DeMarco's *Structured System Specification* method was used to depict baseline Redmond processes. This effective method focuses on the data that flows between process steps, noting that any system at its conceptual level performs a series of transformations to incoming data (and/or raw materials) to produce new data (and/or a product). By focusing on the data as it is transformed by internal system processes, we can best understand whether there's a smooth transition to it or whether tangential, variable or non-value-added states are present along the way. If we find the latter, we improve.

The method uses a series of oval "bubbles" and arrow "data flows" to depict processing steps and the data in and out of each step. Implicitly, a step can begin once its first data-flow input is received, but cannot complete before its last input is received. Task performance is highest when processing begins after all inputs are received. Processing steps (bubbles) are numbered uniquely and are often decomposed into finer working-level steps, e.g. process 1 breaks into processes 1.1, 1.2... and 1.2 in turn into 1.2.1, 1.2.2..., etc. This enables us to visualize data flow in great detail (at the decomposed levels) or summarized at a more abstracted, higher level. Thus we can address details as well as see "the big picture" while maintaining connectivity between both. There is a loose sense of time in the diagrams as data generally flows left to right and process numbers generally increase in kind. Dashed arrows or bubbles indicate data-flows or processes which only occur sometimes or are a lesser-chosen alternative among options. Processing steps outside the scope of this analysis are shown as rectangles for reference.

Major Processing Steps in Redmond

Baseline processes were modeled in accordance with the natural steps typical Redmond development progresses through from feasibility study to occupancy. These are:

1. Entitlement (planned or arising spontaneously during building permit review)
2. Civil Plan Design (roadways, utilities, sewer, stormwater systems and as-builts)
3. Building Permits (generally the goal of applicants entering the permit process)
4. Final Plat (formal creation of new parcels in subdivisions)
5. Construction and inspection itself (outside the current scope of analysis).

Within these major steps are generally a series of milestones, namely:

1. Concept (informal yet important counter and phone inquiries and web site browsing)
2. Pre-App (short for pre-application review, it's a mid-design assessment of the basic site layout and architectural fit, and it tests readiness for submittal)
3. Intake (formal application submittal and any associated public notices)
4. Review (jurisdiction scrutiny for code compliance and engineering feasibility)
5. Decision (ruling by administrative process or by public hearings)
6. Appeal (quasi-judicial or to Superior Court; these are rare for permit decisions).

Audit Scope and Process

The audit examined the process from a number of angles. First, the basic process and its ongoing variations were examined through the course of a number of staff interviews. This perspective was complemented with time and second-effort measurements, feedback from applicants, observation of applicant/city interactions, anecdotal comments, walk-through observations and examination of the current organizational structure, roles and stability.

City departments included:

- Planning
- Building
- Fire
- Engineering and Transportation
- Stormwater
- Utilities (Water and Waste Water)
- Natural Resources
- Information Services (GIS).

Emphasis was proportional to departmental roles in mainstream permit application review.

The audit process included periodic presentation of the evolving findings to City staff for validation and to spur further inputs and ideas that were invaluable for rooting out underlying problems and potential solutions.

Baseline Performance

A picture of the current practices used by Redmond to review and decide applications has been assembled. This consists of a process model, measurements of current performance and feedback from recent applicants.

Baseline Process

Today's process in Redmond is depicted in [Diagram 1](#).

Baseline Measurements

Recent turnaround times were measured for land divisions, boundary-line adjustments, and building permits, key indicators of overall City review performance, and compared with Model Permit System (MPS) jurisdictions (Figs 3-5).

Regulatory reform ushered in a measurement used often by reviewing agencies known as the *120-day clock*. This is a measure of the elapsed calendar days from the date an application is deemed complete by the City until a decision is announced. However, the 120-day clock stops should an application need to be returned to an applicant for revision, known as resubmittal. Thus, decisions, which often require one or more resubmittals, generally take much longer in reality. This is addressed by measuring total elapsed working-days from original submittal to decision. Collaboration and mutual efficiency on both sides of the counter reduce this number, the goal. Redmond regularly uses both measurements to assess performance, which is excellent.

Using these indicators, we find that:

- Redmond has dramatically accelerated preliminary land use “entitlement” actions over the last three years, creating a system that cycles applications through technical review *weekly*, the fastest pace of any MPS jurisdiction.
- Redmond has refined its standard for preliminary land use submittal content which has eliminated many entitlement resubmittal “add info” letters (Fig. 6).
- Redmond has created a robust intake process for its land use and building permit applications that effectively filters incomplete applications from entering the system and determines completeness on the spot based on published checklists, sparing an extra 28-day review cycle.
- Redmond allows nine-lot short plats, the maximum under regulatory reform. This simplifies development of smaller subdivisions. Most of the region retains a four-lot limit. There are many nine-lot short plats underway in the City.
- Redmond has made excellent use of technology. The City has embraced web-based submittals for over-the-counter permits; Accela *Permits Plus* for managing its permit records, assignments and inspections; online status summaries for active permits; and posting of *all* of its application forms and reference guides online. It even uses the web to print on-demand application forms for applicants in the lobby. Redmond is clearly a technology town. ☺
- After entitlement, however, civil plans cycle 4½ times on average through the next phase of the process. Each cycle consumes 3 weeks for City review plus another 4 weeks on average for applicant redesign. The final iteration, for mylars, is generally faster unless bonding problems arise. Thus, projects average ½ year from when civil designs are first submitted until they can break ground (Fig. 7). This is nearly twice the iteration of MPS cities and the subject of much of the applicant feedback.
- As-builts are a problem for the City. The required content for these record drawings and datasets is an ongoing debate within the City and frustrates applicants, sometimes to the point of stalemate for years at a time.
- Building permit turnaround times can be lengthy (Fig. 5)

Civil Plan Decision Time

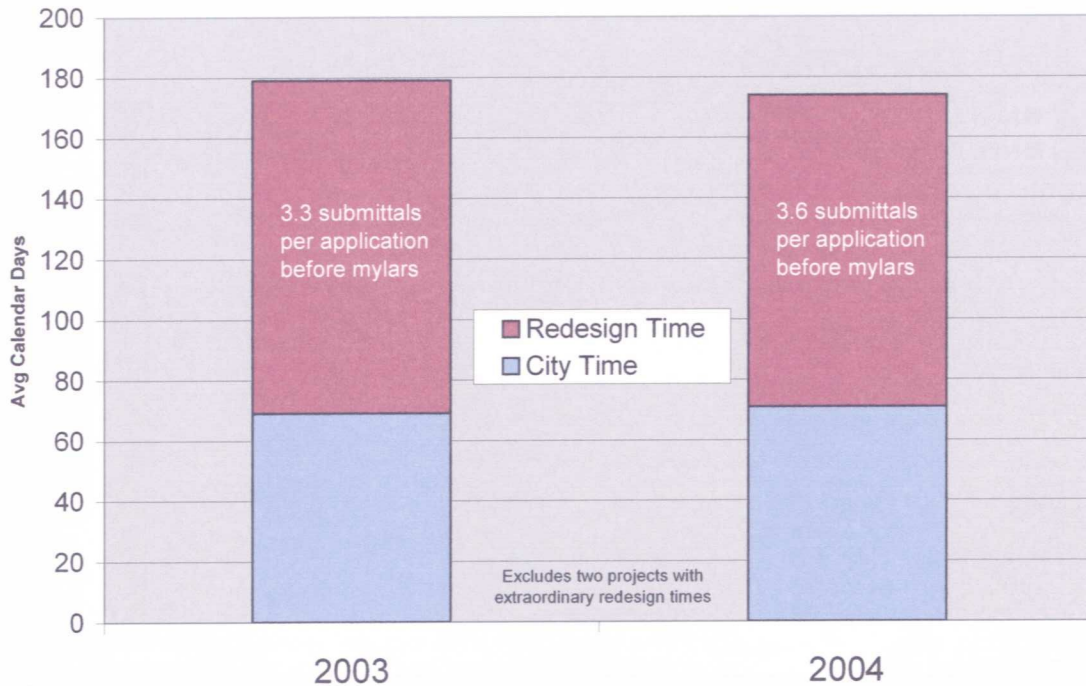


Figure 7 - Civil Plan Turnaround Times (Redmond)

Applicant Feedback

Professional developers and applicants from smaller through large Redmond projects were interviewed to provide feedback on their experiences working with the City and its processes. Comments are intertwined among the findings and recommendations.

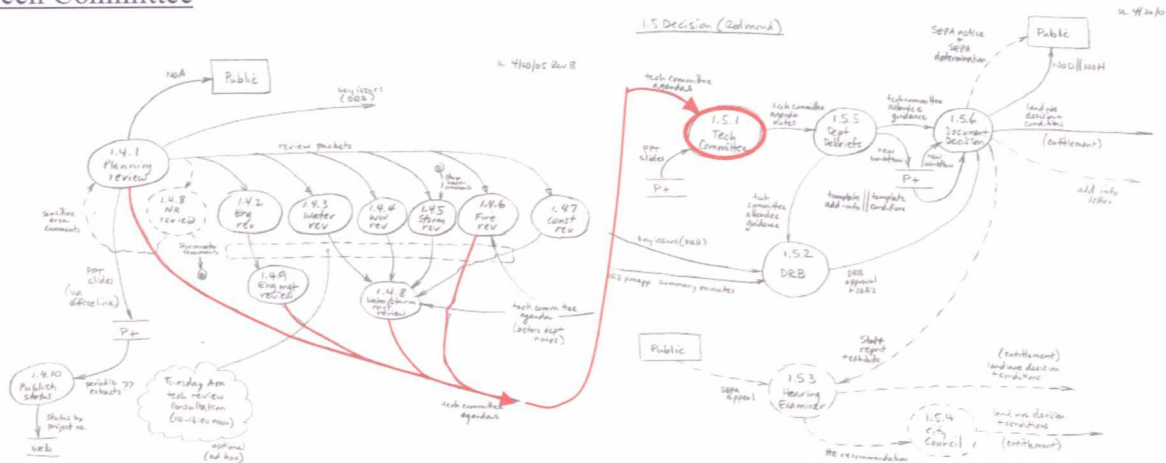
Some confirmed and appreciated entitlement improvements in their feedback.

One theme beyond those noted in the following findings and recommendations was a desire to see more integration of the departments as has been done through the tech committee for entitlements, with clearer responsibility and accountability for overall results.

Findings and Recommendations

These baseline characteristics were analyzed using the Theory of Constraints, resulting in a series of findings and recommendations for ways the City could raise the performance of its permitting system. Model Permit System (MPS) techniques not already in place in the City, mostly aimed at the civils process, are also recommended.

Tech Committee



Another great advance was advent of the Tech Committee. It consists of policy-making departmental leaders from Public Works, Planning and Fire and is held each Wednesday morning. After seeing a PowerPoint synopsis of the proposal, attendees discuss recommendations each received the prior day from respective departmental specialists. The committee then decides whether to issue the permit and/or SEPA determination, with any conditions, or whether to require an “add info” resubmittal to clarify or refine the proposal.

This allows the City to integrate its technical requirements across disciplines into a comprehensive answer for applicants. It also allows the City to test its response against the intent of the codes which can sometimes get lost among the details.

It also institutes a *weekly* cycle for entitlement plan review. Submittals come in on Monday or Tuesday, they are reviewed until the following Tuesday, and they are decided the next day. This is the fastest pace of all MPS cities and perhaps the region overall. Many jurisdictions don’t even determine completeness for 28 days. For administrative permits, Redmond has *decided* in less than 10 days! Results of these decisions are formally documented by the technical specialists after a Wednesday afternoon debriefing following the tech. This adds another week or two. By virtue of the intake checklists and process, many now don’t require resubmittals either, thus many land use applicants are on their way into civil plan design within two or three weeks. This is outstanding and limited only by approval from the Design Review Board and a public hearing if required.

Results on the Ground

Redmond is a highly successful city. It is anchored commercially by the software giant, Microsoft, and is tightly integrated with its neighboring eastside cities and Greater Seattle. The City has developed attractively, preserving native growth, particularly trees, more prevalently than many cities have over the years. The combination has led to a thriving city center and valuable residential properties. Infill is proceeding rapidly as new residents are drawn to its features.

The City should be proud of its leadership and review team for vision and execution over the years.

Use of Technology

Redmond has truly embraced technology for its permit system. It even underwrites some of its technology investments with a technology fee on its permits.

Online Submittal

Applicants can currently apply for residential plumbing, mechanical and electrical, and commercial electrical permits online, 24 hours a day. These are typically over-the-counter (OTC) applications in many jurisdictions; this saves applicants the trip. This service is very popular in cities offering it. Some neighboring eastside cities offer the service through <http://mybuildingpermit.com>. Redmond developed and maintains its own system at <https://www.ci.redmond.wa.us/insidecityhall/permitting/permitslogin.aspx>.

Credit Cards

Redmond accepts credit cards for most permits. This improves payment options for applicants and eliminates a need to prepare exact-amount checks for couriers in some circumstances. It also enabled online submittal. Many cities are hamstrung over transaction fees and other considerations that Redmond has resolved. Good job.

All References, Forms Online

All development application forms and supporting reference material is posted online, including the comprehensive plan that is often omitted. This provides ready access to the latest forms and information 24 hours a day. And, it has allowed the city to trim its inventory of paper forms: when an applicant requests a form in the lobby, it's printed on-demand from the net. The new facility envisions public computer stations where applicants can print their own forms themselves.

One enhancement the City could make to its online forms is to add the new fillable feature to its Adobe *Acrobat* files. This allows applicants to fill out and print their forms using their computers with cut and paste and "click the box" conveniences. One limitation is that applicants can print but cannot save completed forms unless they purchase Adobe software or the City pays for enterprise licenses that allow saving with the free Adobe *Reader*.

Online Status

Applicants and the public can query online for particular permit numbers (or browse periodic reports of neighborhood developments) and see summary-level status, such as newly-applied, approved, in construction, or complete, and certain inspection details.

Some jurisdictions have gone farther and linked their P+ systems with the web so that folder signoffs are viewable online. This could allow applicants instant access to ongoing reviews, so they could see that, say, planning found changes they'll need to make or that fire has approved their access. Applicants could also gain a better sense of velocity through the system; most status phone calls are just to validate that an application is moving and not side tracked. Most applicants lack visibility into the process otherwise.

Permit Tracking Software

Redmond uses *Permits Plus* tracking software to manage the hundreds of permits they review and issue each year. Many jurisdictions in the region use *Permits Plus* (P+) or its predecessor *Permit Plan*. Most Redmond departments make good use of notations, where reviewers enter comments, notes or conditions of approval into standard fields and link MS *Word* documents where they are conveniently preserved and all can see.

Team Stability

The Redmond technical team is experienced and technologically savvy. Further, it has benefited from great stability. Many have been with the city for years, even decades, just like the City's executive leadership. By contrast, some regional jurisdictions have seen high turnover over the last five years.

This stability provides a great environment for analyzing and implementing process improvements. People know current roles well and can articulate repeating problems. When stability is strong, capacity, indeed appetite, for change is high. Thus, reforms can be implemented quickly. When stability is compromised, much of a team's tolerance of change is lost to fatigue from covering vacancies, subsequent training – or fear. This is often underestimated: the pace of improvement is limited by the team's capacity for change.

Stability is generally the result of good leadership providing innovation, ongoing career enhancement, a fair wage, and reinforcing interactions of the team with applicants, elected officials, and with each other.

Improvement Opportunities

Findings and recommendations for improvement include the following four items. The benefits of these improvements ease the constraint of the system in rank order. Improvements in these areas would enhance City service by improving predictability, efficiency and collaboration.

Civil Plan Approval

A major portion of the critical path of Redmond development is civil plan design and approval. Projects average half a year iterating in the review and approval cycle alone. Applicants focused most of their feedback on a desire to see this aspect of development become more predictable, efficient and collaborative.

A Feedback Loop

Many applicant comments focused on the civil plan review process, noting that utilities and stormwater systems take the most time to approve, yet they're the first thing in the ground.

Being on the critical path, applicants throughout the region start the design for these pacing items early, forcing assumptions. The site design evolves around these assumptions, and changes often occur. Reviewers recognize these patterns and begin to abbreviate first

reviews to save time. As design matures, scrutiny increases, discovering need for changes late in the process. Applicants recognize these patterns, start earlier, and submit progressively less complete plans, in part to try to surface city concerns earlier: a classic feedback loop, one that is at play in many of the region's cities.

What is needed is a faster review process that alleviates long-lead design assumptions and provides greater clarity at the start of design as to what improvements will be required.

Civils Pre-App

Recommended early in the civil plan design phase, at around 35% complete when applicants through their entitlement work have a clear understanding of project objectives and general layout, is adoption of a civils pre-application meeting. Analogous to entitlement pre-app, this meeting would focus on the engineering approach to serving the needs of the project as well as the City utility, transportation and stormwater systems. The goal of the meeting would be to decide what improvements will be required and where the new infrastructure will tie into City systems. Reviewing departments, including planning and fire (and natural resources where needed), would explain the upcoming review process, intake requirements, and offer critical success factors. Applicants acknowledged that the City will ultimately own and maintain the results and stewards this infrastructure as a "second client."

Should a need to revise a pre-app decision later surface during detailed design, the applicant could contact the impacted department(s) to decide how to move forward.

An alternative or perhaps enhancement would be to decide civil plan review cycles in the tech committee as was instituted for entitlement actions. Such a policy-making body could facilitate the decision of required project improvements.

These collaborative steps would improve clarity. Clarity results in quality applications that can be reviewed and approved efficiently.

Examples

To further improve clarity, select and post online a collection of examples. Examples depict best-in-class submittals of various types, illustrating drafting format and technique, typical engineering content and show what constitutes a complete submittal.

Civil Plan Intake

Then, civil plan submittals would be processed through an intake process like entitlement applications. Intake would be based on submittal checklists and any pre-app decisions, referring to examples as useful. This would better ensure that review cycles begin with the information needed to reach decision.

Resubmittals would be processed in the same fashion but on the basis of response to the cycle debriefing or comment letter, defined in the next section.

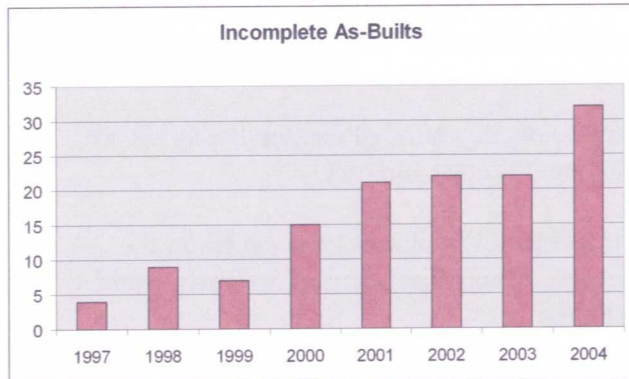
Cycle Debriefings

Civil plan review comments may highlight major issues or point out needs for minor changes to (or omissions in) site engineering. Minor changes can be self-evident and may not as often lead to impacts on other design aspects. But, major changes can be complex to resolve or may have surfaced from misunderstandings about required improvements. For these more complex cases, a review-cycle debriefing is recommended.

In this meeting, the marked-up checkprints are rolled out and discussed with the applicant team. These dialogues can greatly clarify what the applicant needs to do and why the City needs it that way. Subsequent resubmittals may be eliminated resulting in net gains to both applicants and the City.

As-Builts

Redmond has been grappling with as-built record drawing and dataset standards for some time. 132 as-builts from as early as 1997 are still incomplete. This is equivalent to three years' worth of projects.



The City requires applicants to submit final record drawings that depict surveyed locations of all installed utilities to 1/100' (about 1/8") true position accuracy. During construction, a set of the approved construction drawings must be annotated daily to indicate deviations from plan, a customary practice that enables real-time impact assessments.

Redmond then requires applicants to submit electronic datasets that revise CAD design geometry to reflect the as-built configuration to the same tolerance. The City is flexible about dataset format but requires that it be 3D CAD geometry and not imprecise pictures.

Issues arise in three areas. First, common industry practice is to subcontract installation of underground utilities, sometimes to multiple contractors. These firms are often unprepared to produce CAD as-built models and balk; the cost is often left to them as well. Second, unlike gravity systems like sewer lines whose performance is highly sensitive to changes in actual slope "inverts," tight-line systems such as pressurized water lines are not. But all are subject to the same real-time surveying. Lastly, applicants question the need for such precision, especially electronically, because they don't use as-built data themselves that way. They use City as-builts to learn where existing utilities are approximately located. Then, they go out and locate them physically to design from. A tolerance of a foot or more is sufficient for that, applicants said.

There has been much debate among applicants and within the city about what should be required and how the data is used.

Recommended is assembly of a panel of experienced applicants and City experts to address the issues and recommend a new standard and process for as-builts. The decision would be made by the tech committee. This new standard should be applied to the existing backlog of as-builts to the degree it makes sense. For those it doesn't bonds should be exercised and the work completed. Economies of scale could be explored.

Counter Inquiries, On-Call Specialists

Redmond currently has a full-time planner to field counter inquiries, who also screens the entitlement and building permit submittals for completeness. This is a great resource for potential applicants to learn about what they will need to do to process their development concepts quickly. Participating in the intakes, this planner knows the common mistakes and can advise inquirers accordingly, improving process quality. It's also a great help for professional applicants to get answers to often more specific code or procedural questions without having to interrupt the back office reviewers. *Mean time between interruptions* (MTBI) is a major factor in productivity. The more often the interruption, the more time is lost to reengaging a task, particularly for thought-intensive tasks like drainage report or building plan review.

While Planning inquiries (and back office planners) now benefit from this service, engineering and fire remain on call. This means that engineers and the fire marshal are more susceptible to interruption. And if unavailable, inquiries can be hard to answer. Messages are taken and follow-up calls have to be worked in. Engineering plans to establish an office adjacent to the front counter for expanded inquiry support in November when the new facility opens. This not only advances counter service, but also enhances MTBI for the reviewing engineers who currently pace many applications.

Use of Permits Plus

The Public Works departments use P+ to enter comments and approvals for entitlements and SFR building permits but don't yet use the software to track civil plan reviews. An effort is underway now to include civils that are currently administered using annotated cover sheets and Excel spreadsheets. Once integrated, leaders can better manage the overall system using automated reports for turnaround times, workload, and resubmittal rates.

Also, the Natural Resources team lacks access to P+. This leaves them open-loop. When they review and comment on development proposals there is no validating action; they don't know whether their inputs affected the outcome or not. This is compounded by being located in the annex, away from most reviewers.

If they had P+ access, they could attach notations to projects and query for results like other departments. This would improve Natural Resources integration into the system and provide a validating closed-loop check of results.

The Constraint

Civil Plan Review

With the enhancements to the entitlement process, the current sticking point in the system is civil plan review, particularly for utilities (water and sewer) design and approval.

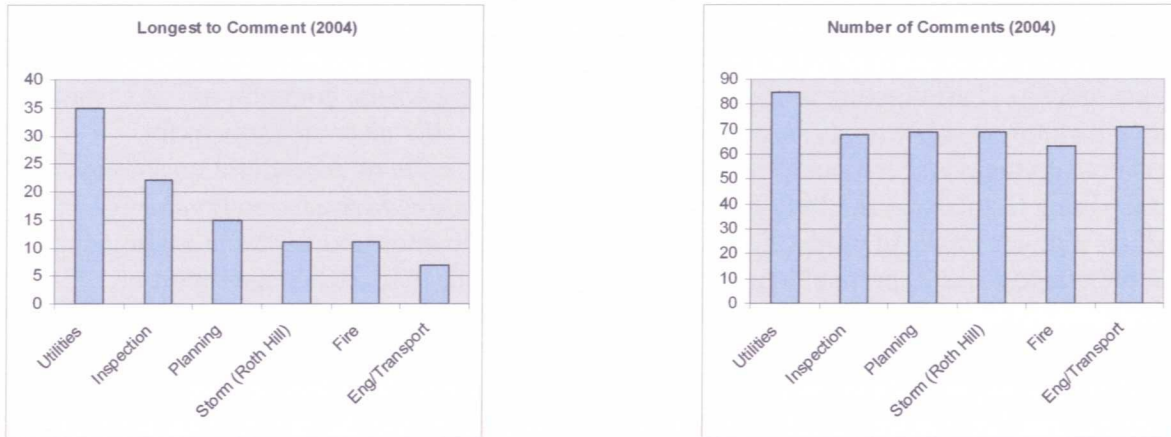


Figure 8a/b - Dept Requiring the Most Time; Number of Required Changes (of 101 reviews in 2004)

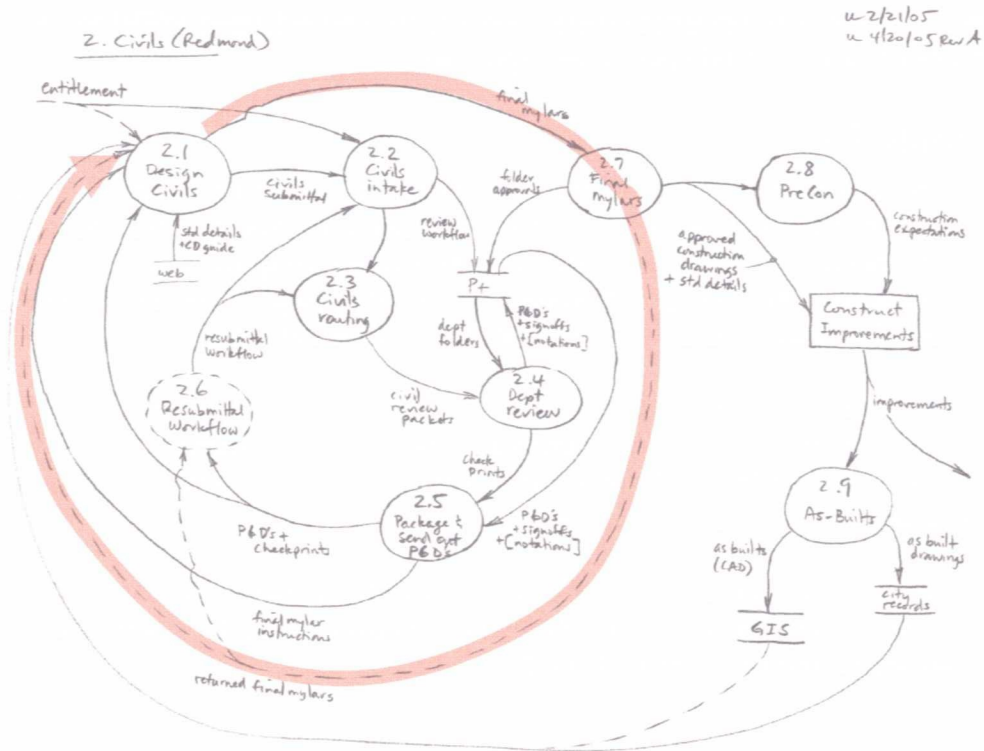
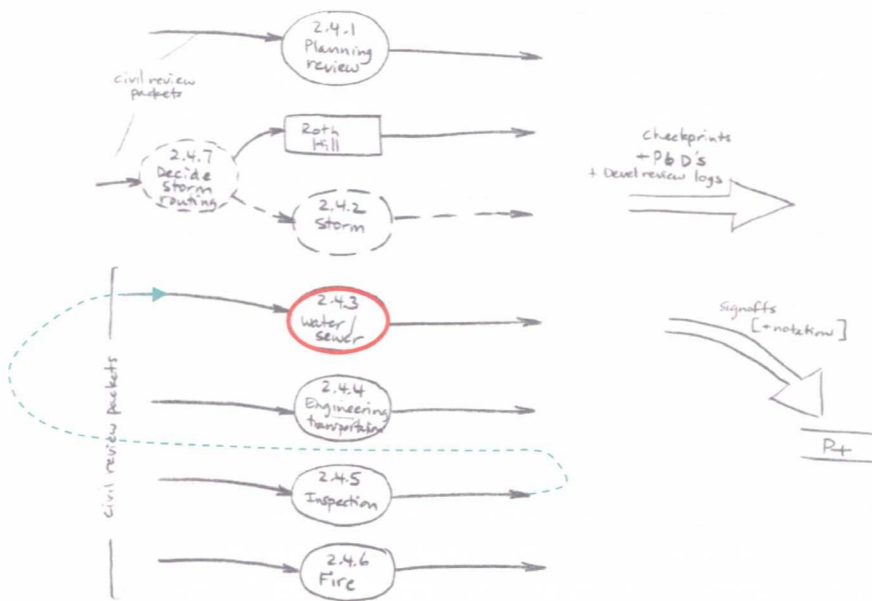


Figure 9 - Civil Plan Review Cycle

2.4 Dept Review (Redmond)



When we analyze the civil plans reviews by the City over the last few years, we find that Redmond consistently turns applications in a three-week cycle (Fig. 9). This is a great pace, faster than many MPS cities, except the result of most cycles is a need for a resubmittal.

Reengineering then adds an average of 4 weeks between cycles. And, 3-4 cycles are typically required to resolve issues. Thus, projects average half a year from first civil plan submittal to approval (Fig. 7).

This is on top of the time applicants spend preparing their first submittal, generally several months.

Looking deeper into the data, we see that the majority of comments, commenting 85 times out of 101 reviews in 2004, arise from a need to revise water or sewer designs. Moreover, utilities review often takes the longest to complete (Figs. 8a/b).

The utility reviewers suggest linking the inspection review (2.4.5) and utility review (2.4.3) together as a step forward (----> in the figure above). This would allow utility reviewers to see how the maintenance team responds to the design proposal, something that has to be inferred today in subsequent cycles. The cycle debriefing will help here too.

Urban Areas

It is useful to note that in our region's urban areas, Redmond included, that engineering capacity is typically the constraint. This is due to the added demands of concurrency in higher density areas, particularly for design validation of often complex and burdened traffic, drainage, sewer and utility systems. Engineering must consider spatial and system needs for these during land use actions in addition to the actual design details during civil plan review. Thus development can progress no faster than they can resolve these issues.

Building Plan Review

Building plan review follows one of two paths (Fig. 10) depending on whether a submittal is for single-family residential (SFR) or commercial/multi-family/PRD (C/MF).

SFR submittals are stored in a plan room where reviewers check plans in and out for their reviews, returning plans redlined as required. The plans examiner, fire and PW construction reviewer signs off his or her P+ folder noting any conditions of approval (COAs) or places a hold/deny pending a resubmittal. Fire reviews only those SFR plans that call out residential sprinkler systems or that lie on parcels carrying fire COAs from prior entitlement or civils.

C/MF submittals are reviewed by all three departments although the PW construction portion is administered by PW separately from the rest. Also, fire begins its review after the plans examiner has completed his or her review. Occupancies and construction types often require refinement after submittal; the plans examiner resolves any ambiguity and redlines the plans accordingly, providing a clearer starting point for the fire review.

The interconnectivity between the engineer's site civils and architect's building plans on C/MF projects results in building permit turnaround times largely equal to that required to approve the civil plans (Figs. 5, 7). SFR residential turnaround times are significantly faster than C/MF though take longer than some jurisdictions (Fig. 7).

Resolving the civils process is first, though once underway SFR review could be examined for improved turnaround time (Fig. 5).

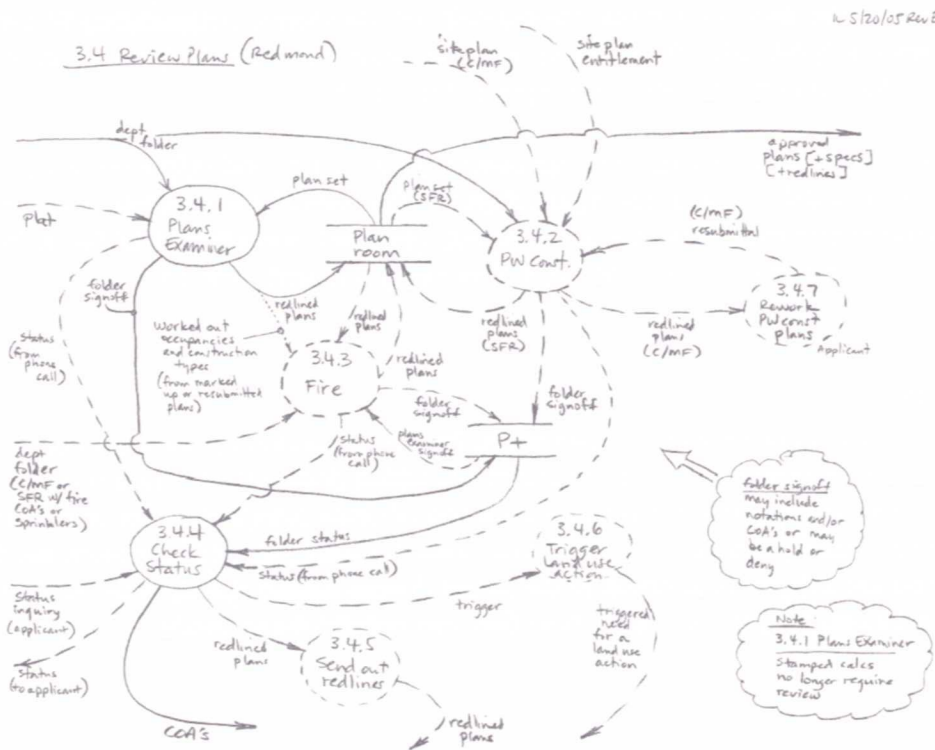


Figure 10 - Building Plan Review

Steering Improvements

Improvements provide the greatest benefit when they address performance of the constraint in progressive ways. The first order of business is to make the most of every constraint work hour. This means creating pockets of time where MTBI is longer than the time needed to complete key tasks. This also means critical examination of how engineering time is allocated.

Next it means identification of tasks that engineering performs today that other departments, specialties or the applicant could do instead. Recall that if a specialty/department is not the constraint then by definition it has extra capacity, which is actually vital. If non-constraint specialties are leaned down to “balance” with constraint capacity, the organization loses its reserve to work through problems.

Lastly, once these actions are taken, if performance still falls short of goals, then we must add engineering capacity by hiring or contracting with outside firms. Note that this step is rarely needed. We generally find ample performance potential from improved processes. For instance, tasks typically take 70% longer to complete when one is multitasking than when full focus is applied to one objective at a time. We see prolific multitasking in our regional permit offices.

Conclusion

TLC thanks the City for its open and eager participation in this audit and thanks the Planning & Community Development, Fire and Public Works leadership for moving forward with it. We also thank the applicants who contributed substantially to this analysis.

Redmond has built notable strengths into its permitting system over time, such as entitlement reforms, embrace of technology, and checklist-based intake with determination of completeness. The team has excellent experience and has enjoyed a great degree of stability, though some transition is underway.

The next step for improving the Redmond permit system is enhancement of civil plan practices and associated as-builts and tracking tools. Developing a transition plan to put these recommendations into practice is recommended.

TLC very much appreciates this opportunity to serve Redmond and work with its fine team. We would be delighted to continue our efforts into an implementation phase. This would begin with definition of a transition plan whose tasks will involve many in the Redmond team. Transition and implementation are team efforts with team results.

Regards,

Kurt Latimore, Member
The Latimore Company, LLC

KURT RONALD LATIMORE

11805 Ingraham Road
Snohomish, Washington 98290

360-805-2999 • 888-650-2999
klatimore@thelatimoreco.com

PROFILE

Community Development Permit Process Improvement and Change Management

Audit, assess and improve municipal and county government development permit review processes. Conduct interviews of staff reviewers, applicants and local groups. Model processes using hierarchical data-flow diagrams. Measure key performance indicators. Analyze using the *Theory of Constraints*. Document findings and recommend improvements to meet local performance goals. Implement reforms at optimum pace. Assemble clients regularly to collaborate, compare measurements and work towards optimum regional standards. Founder of The Latimore Company, LLC.

Led a team of 12 specialists focused on improving the business efficiency of the Boeing 777-300ER/-200LR airliner development through introduction of international partnerships, critical-chain project management and a host of other technically interwoven enhancements.

Established Lutheran School Association of Snohomish County. Implemented the *Carver* method of non-profit governance. Set precedents, an operating structure and methods. Led the governing board through a \$2.8M acquisition.

Developed “The Latimore Approach” that quickly focuses an organization (system) on its key needs for improvement, taps the potential within participants for creative, energetic and satisfying system-level resolutions, and implements change effectively.

A unique background in technology combined with clarity and a friendly style that creates exceptional teamwork through collective confidence that technical details and business intent are widely understood and aligned.

HISTORY

THE LATIMORE COMPANY

Founding Member, 2003 to the present

Leader of The Latimore Company, a firm dedicated to improving the predictability, efficiency and collaboration of community government operations in the Pacific Northwest. Development permit times accelerated up to 60%.

THE BOEING COMPANY

Loaned Executive, Snohomish County Economic Development Council, 2003.

Techniques developed to further aircraft development were applied to improving municipal land use permit processing. The result is a system which is standardizing practices across 7 traditionally independent Snohomish County cities toward reduced and more uniform cycle times, fewer applicant iterations and more satisfying experiences.

Manager, 777 Airframe Process Improvement, 2000-2002. Developed new business methods, tools, mental models and partnerships for more efficient aircraft design. Led a team of 15 professional and clerical staff spanning 12 disciplines. My team developed and implemented into its host team of 1000 personnel:

- Critical-chain project management (CCPM)
- *Theory of Constraints* thinking tools to reveal core problems and resolve conflict
- Connection to a new corporate MRM tool
- 3 domestic and international joint-ventures for outside engineering development
- A web portal
- A barcode-based system for engineering document management
- A program that abstracted net-change from several disparate computing systems
- Software that automated engineering drawing updates, and
- A palette of team development and learning tools.

\$8M net operating cost reduction derived primarily via new efficiencies from automation, a joint engineering development venture with underlying automation, and turnaround of a 9% mid-project schedule variance through development and coordinated deployment of CCPM. Recipient of the *777 Team* and *777 Airframe Pathfinder* Awards. Annual stock options.

Lead Engineer, 777 Airframe Process Integration, 1999-2000. Responsible for leading a continuous quality improvement (CQI) project team. Produced high-level insights into reasons behind historic engineering errors and implemented effective measurement systems. Recognized with stock options, an award generally reserved for management.

Lead Engineer, 777 Floor Structures, 1997-1999. Determined root-causes for and eliminated a surge in passenger-floor engineering second-effort. 52% improvement in the following year from a team of 50. Then, led a small design team to the first rework-free floor system on Boeing's longest airliner.

Improved structural durability and developed new design and drafting standards which allowed the broader organization to improve productivity. Perpetuated gains by spec and oversight of successful development to upgrade an existing artificial-intelligence software application (ICAD) accordingly.

Played a key role in a major cost-reduction "lean" initiative which resulted in a lasting 12% production capacity increase from an internal supplier at peak production demand. Also published a study on use of a large, robotic drilling system. Recognized with a stock grant.

LUTHERAN SCHOOL ASSOCIATION OF SNOHOMISH COUNTY

(A new multi-church coalition taking control of a 100-year-old parochial institution)

Charter President, 2002-2003. Operationalized the Association, incorporating, achieving recognition by the church governing body and establishing its 501(c)3 status. Established Board protocols and rules of order and smoothed the transition from prior governance. Delineated the new roles of Board and Executive using the *Carver* method of non-profit governance. Established the role of the Board in complaint resolution. Set initial policies and procedures. Balanced a decline in student enrollment, widespread in the area, with a 10% budget reduction and launched marketing and endowment initiatives to correct the trend. Focused parent/teacher fundraising on critical needs. Led the board through formal acquisition of the school site.

LOCKHEED-MARTIN CORPORATION

Skunk Works, Senior Design Specialist, 1996. Designed composite structure for the X-33 spacecraft using advanced computer-aided design methods.

HUGHES AIRCRAFT COMPANY

Hughes Space & Communications Company, Project Manager, 1992-1996. Developed artificial-intelligence software systems (ICAD) for automated design of microwave filters for commercial satellite systems. Administered a \$2M capital project from concept through joint development with internal and contracted suppliers. Achievement award.

ROCKWELL INTERNATIONAL

Rocketdyne, Design Engineer, 1988-1992. Liaison of developmental spacecraft design requirements to a national consortium for materials R&D under the NASA/DOD X-30 project. Developed strong technical communication and leadership skills. Represented the company regularly with the customer and multiple partners. Secret clearance.

EDUCATION

UNIVERSITY OF CALIFORNIA, LOS ANGELES
Bachelor of Science, Mechanical Engineering

CONTINUING EDUCATION

Urban Planning, Project Management, Theory of Constraints, Toyota Production System, Product Liability, Design for Competitiveness, Transition to Management, Team Development, Time Management, ICAD Design Language

AWARDS

Vision 2020 Award, Puget Sound Regional Council 2004

PRESENTATIONS/PUBLICATIONS

Planning/Law Conference, Everett "The Model Permit System" 2003
Seattle Times "Permit Processes Getting Faster" – October 22, 2003
Pacific Northwest Regional Economic Conference Tacoma "Model Permit System" 2004
Planning Advisory Committee, Everett "Predictability, Efficiency & Collaboration" 2004

ADDITIONAL CREDENTIALS

Professional Engineer, California No. M27870 (exp. 6/08)
Airman Certificate, Private, Multi-engine, Instrument, Land

Contact:

Kurt R. Latimore
11805 Ingraham Road
Snohomish WA 98290
(360) 805-2999

klatimore@thelatimoreco.com



COMMUNITY DEVELOPMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SCOFIELD PROPERTY ACCEPTANCE
DATE: APRIL 10, 2006

INFORMATION/BACKGROUND

The Pierce County Conservation Futures Program has purchased the Scofield property (uplands and tidelands, Pierce County Assessors Parcel Nos. 0221064039 & 4043) and the County wishes to transfer the property to the City. In order to facilitate the transfer, the City must send a letter of acceptance.

RECOMMENDATION

I recommend that the Council authorize the Mayor's signature on the attached letter thereby accepting the Scofield Property.



COMMUNITY DEVELOPMENT DEPARTMENT

April 11, 2006

Pierce County Conservation Futures Program
ATTN: Grant Griffin, Program Manager
9112 Lakewood Drive SW, # 114
Lakewood, WA 98499-3998

RE: The Transfer of the Scofield Corporation Property to the City of Gig Harbor
(uplands and tidelands, Pierce County Assessors Parcel Nos. 0221064039 & 4043)

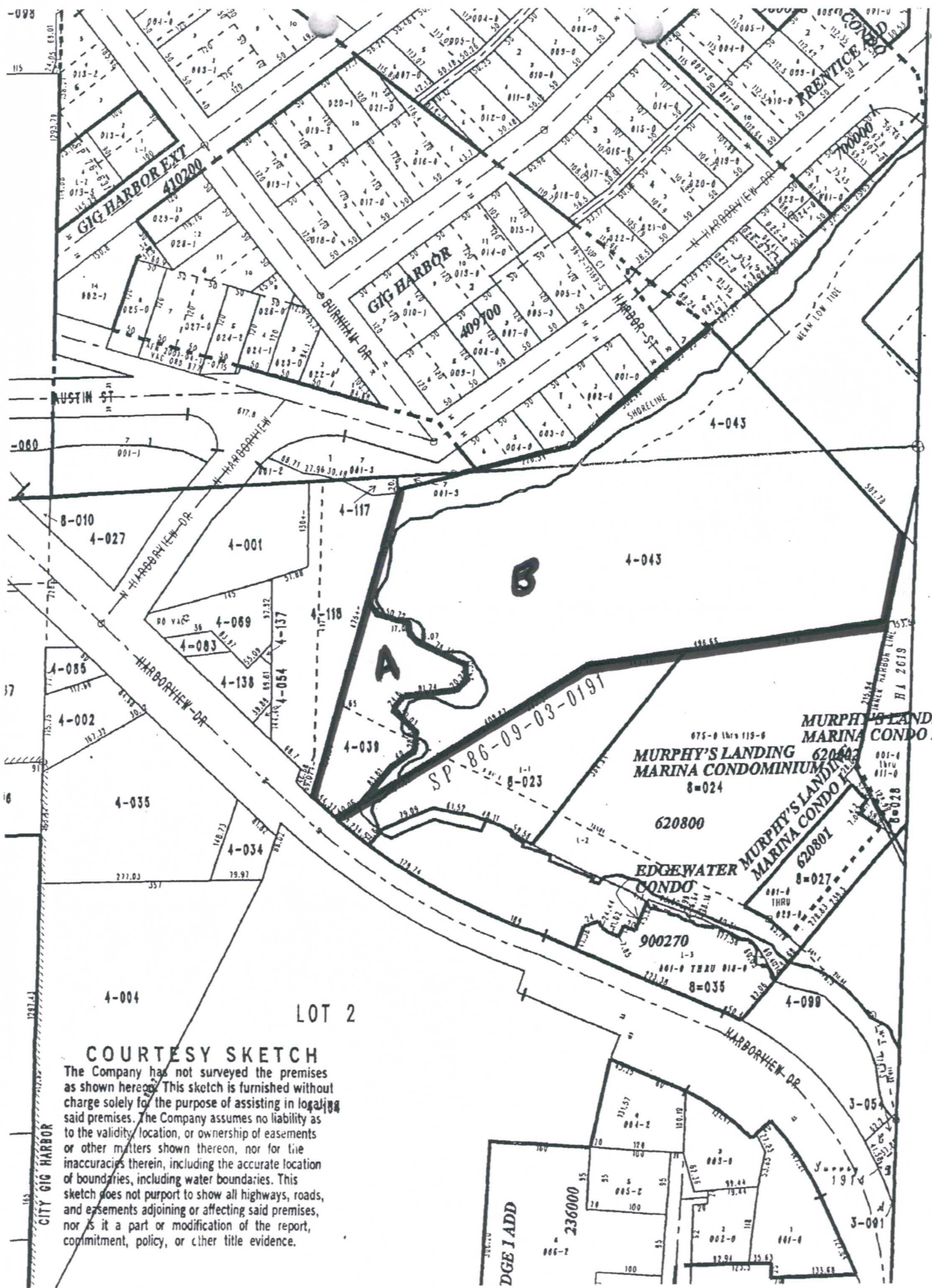
Dear Mr. Griffin;

Thank you for sharing with the City information on the potential for contamination of this property as outlined in the Phase I Environmental Assessment report prepared by Saltbush Environmental Services, Inc. dated August 6, 2000. As you are aware, we performed our own investigation of the site and are satisfied with the results.

Please transfer the property the property to the City when it convenient to do so.

Sincerely,

Charles L. Hunter,
Mayor



COURTESY SKETCH

The Company has not surveyed the premises as shown hereon. This sketch is furnished without charge solely for the purpose of assisting in locating said premises. The Company assumes no liability as to the validity, location, or ownership of easements or other matters shown thereon, nor for the inaccuracies therein, including the accurate location of boundaries, including water boundaries. This sketch does not purport to show all highways, roads, and easements adjoining or affecting said premises, nor is it a part or modification of the report, commitment, policy, or other title evidence.

LOT 2

DGE I ADD

236000

MURPHY'S LANDING MARINA CONDO II

MURPHY'S LANDING MARINA CONDOMINIUM 620802 8=024

EDGEWATER CONDO 900270 8=035

MURPHY'S LANDING MARINA CONDO I 620801 8=027

3-054

3-001

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

March 29, 2006

SPECIAL OCCASION # 092801

PRISON PET PARTNERSHIP PROGRAM
9601 BUJAUCH RD
GIG HARBOR, WA 98335

DATE: MAY 13, 2006

TIME: 3 PM TO 10 PM

PLACE: BEST WESTERN WESLEY INN, 6575 KIMBALL DR, GIG HARBOR

CONTACT: KELLY WOLFF 253-376-3177

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

MS



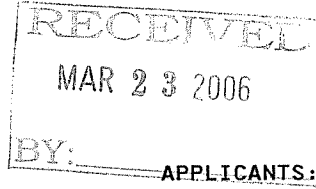
NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 3/21/06

UBI: 602-584-998-001-0001



License: 089259 - 1U County: 27
Tradename: HALFTIME SPORTS, LLC
Loc Addr: 5114 PT FOSDICK DR NW # J&K
GIG HARBOR WA 98335-1717

HALFTIME SPORTS, LLC

Mail Addr: 11824 70TH AVE NW
GIG HARBOR WA 98332-8503

ARNDTSON, DAVID L
1968-02-06
ELMORE ARDTSON, TERESA M
1969-10-01
HUGHES, COREY
1969-02-01

Phone No.: 253-851-9638 CORY HUGHES

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE -

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.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 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



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: 3/24/06

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION IN LIEU OF CURRENT PRIVILEGE

UBI: 602-273-900-001-0001
License: 085087 - 1U County: 27
Tradename: TERRACCIANO'S
Loc Addr: 3119 JUDSON ST
GIG HARBOR WA 98335-1221
Mail Addr: 3143 GLENDALE DR W
UNIVERSITY PLACE WA 98466-2224
Phone No.: 253-853-5289 CINDY

APPLICANTS:
TERRACCIANO, CINDY LOUISE
1966-10-20
TERRACCIANO, MASSIMO
1966-10-10

Privileges Upon Approval:
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



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCILMEMBERS
FROM: KRISTIN UNDEM, *KU*
ASSOCIATE PLANNER
SUBJECT: SECOND READING OF ORDINANCE – HARDY REZONE
REZ 05-898
DATE: APRIL 10, 2006

INTRODUCTION/BACKGROUND

The City designated this portion of Gig Harbor 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 goals and policies of the City's Comprehensive Plan.

A SEPA threshold determination of Nonsignificance (DNS) was issued for the rezone on December 28, 2005. No appeals were filed on the DNS. The Hearing Examiner (HE) held a public hearing on this application on February 15, 2006. The HE approved the application on February 22, 2006. The appeal period for this decision expired on March 10, 2006. Rezones are required to be adopted by ordinance; the first reading on this matter was March 27, 2006.

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

Staff recommends that Council adopt the attached ordinance finalizing the rezone.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING .27 ACRES FROM R-1 (SINGLE-FAMILY) ZONING DISTRICT TO AN R-2 (MEDIUM DENSITY RESIDENTIAL) ZONING DISTRICT, LOCATED AT 7518 STINSON AVENUE, ASSESSOR'S PARCEL NUMBER 0221075011.

WHEREAS, Steve Hardy, owns the parcel located at 7518 Stinson Avenue in Gig Harbor, Washington, ASSESSOR'S PARCEL NUMBER 0221075011; 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, Steve Hardy has 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 December 28, 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 February 15, 2006; and

WHEREAS, the Hearing Examiner approved the proposed rezone in his decision dated February 22, 2006; and

WHEREAS, the appeal period expired on March 10, 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 December 6, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of March 27, 2006 and April 10, 2006;

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

Section 1. The real property located at 7518 Stinson Avenue, Assessor Parcel #0221075011 and as shown on attached Exhibit "A", and legally described as follows:

LOT 1 OF SHORT PLAT 84-08-16-0293 SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, SITUATE IN PIERCE COUNTY, WASHINGTON.

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

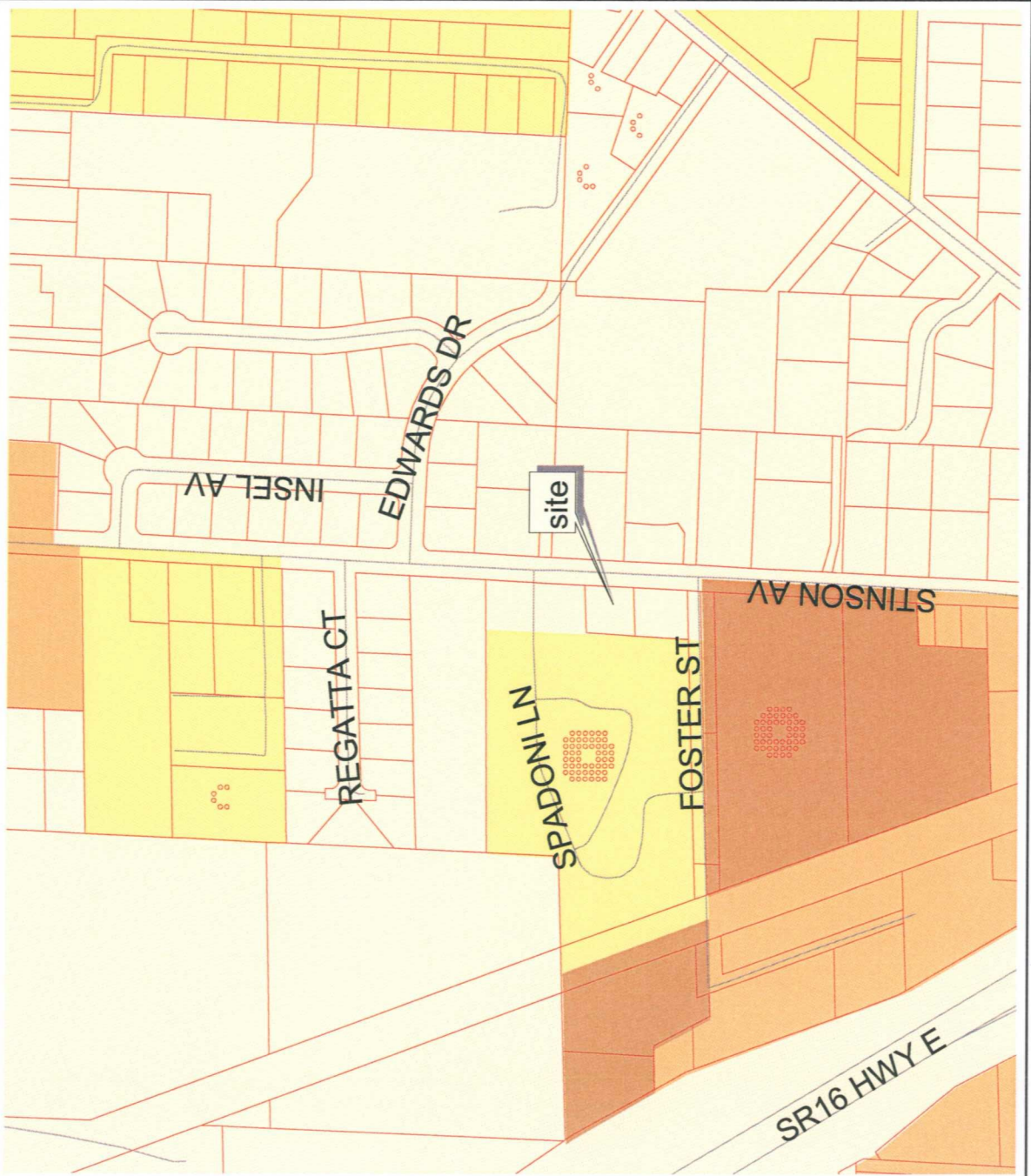
By: _____

CAROL A. MORRIS

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

Hardy Rezone - 7518 Stinson Avenue

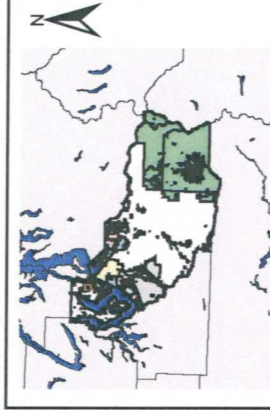
Vicinity and Zoning Map



MAP LEGEND

- Tax Parcels
- Roads
- Zn_map.ship
- R-1
- R-2
- R-3
- RB-1
- RB-2
- B-1
- B-2
- C-1
- DB
- WC
- WM
- WR
- ED
- PCD-BP
- PCD-C
- PCD-NB
- PCD-RLD
- PCD-RMD
- PI
- No Zoning
- No Zoning

Scale 1:4600



9:01 Mar 30, 2006



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND THE CITY COUNCIL
FROM: DICK J. BOWER, CBO *DB*
BUILDING OFFICIAL/FIRE MARSHAL
SUBJECT: SECOND READING OF AMENDMENT TO GHMC 15.06
ADOPTING UPDATED STATE AMENDMENTS TO THE
BUILDING, FIRE, MECHANICAL AND ENERGY CODES
DATE: APRIL 10, 2006

INFORMATION/BACKGROUND

Pursuant to state law, Title 15 of the GHMC adopts the state building code set out by the State Building Code Council as the building code for the City. In July of 2005, the state enacted updated amendments to the International Building, Fire and Mechanical Codes and the State Energy Code (WAC 51-11, 51-50, 51-52 and 51-54). To provide clarity in the Gig Harbor Building Code, this amendment formally adopts these changes to the state code.

POLICY CONSIDERATIONS

This amendment is largely a housekeeping matter intended to keep GHMC Title 15 in conformance with state law.

FISCAL CONSIDERATIONS

No fiscal impact is anticipated from this amendment.

RECOMMENDATION

Staff recommends adoption of this amendment at the second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON ADOPTING THE SECOND EDITION OF THE WASHINGTON STATE AMENDMENTS TO THE INTERNATIONAL BUILDING, FIRE AND MECHANICAL CODES AND THE WASHINGTON STATE ENERGY CODE AND RETAINING ALL OTHER EXISTING CODE PROVISIONS AS THE GIG HARBOR BUILDING CODE, AMENDING SECTION 15.06.020 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the State of Washington adopts the International Building, Residential, Fire, Mechanical, and Fuel Gas Codes, the Uniform Plumbing Code, the Washington State Energy Code and the Washington State Ventilation and Indoor Air Quality Code as the Washington State Building Code; and

WHEREAS, the State Building Code Council adopts amendments to the model codes adopted as the State Building Code; and

WHEREAS, on November 12, 2004, the State Building Code Council adopted and published the Second Edition of the state amendments to the State Building Code; and

WHEREAS, the amendments were made effective in all cities and counties in the State of Washington on July 1, 2005, under WAC 51-11, 51-50, 51-52 and 51-54; and

WHEREAS, the City of Gig Harbor adopts the state building code by reference, including the state amendments; Now, therefore,

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

Section 1. Section 15.06.020 of the Gig Harbor Municipal Code is

amended to read as follows:

15.06.020 State building code adoption.

The following codes, together with the specifically identified appendices and the amendments in the Washington Administrative Code (WAC), Second Edition (dated July 1, 2005) and as further amended in this title, are hereby adopted by reference:

A. The International Building Code, 2003 Edition, as published by the International Code Council, Inc., including Appendix J, and as amended pursuant to Chapter 51-50 WAC;

B. The International Residential Code, 2003 Edition, as published by the International Code Council, Inc., including Appendix Chapter G, as amended pursuant to Chapter 51-50 WAC;

C. The International Mechanical Code, 2003 Edition, as published by the International Code Council, Inc., including Appendix A, as amended pursuant to Chapter 51-52 WAC;

D. The International Fire Code, 2003 Edition, as published by the International Code Council, Inc., including Chapter 46 and Appendix Chapters B and C, as amended pursuant to Chapter 51-45 WAC;

E. The Uniform Plumbing Code, 2003 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended pursuant to Chapter 51-56 WAC and the Uniform Plumbing Code Standards (Appendices B and H to the Uniform Plumbing Code), as amended pursuant to Chapter 51-57 WAC;

F. The International Existing Building Code, 2003 Edition, as published by the International Code Council, Inc.,

G. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials;

H. The Washington State Energy Code as published by the Washington State Building Code Council, pursuant to Chapter 51-11 WAC;

I. The Washington State Ventilation and Indoor Air Quality Code as published by the Washington State Building Code Council, pursuant to Chapter 51-13 WAC; and

J. The Historic Building Code, as written by the Washington State Building Code Council, pursuant to Chapter 51-19 WAC.

Section 2. Severability. If any section, sentence, clause or phrase of this

Ordinance is held to be invalid or unconstitutional by a court of competent

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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

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

CITY OF GIG HARBOR

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

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



Police Department

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: MIKE DAVIS, CHIEF OF POLICE
SUBJECT: TRAFFIC SAFETY EMPHASIS INTERLOCAL AGREEMENT
DATE: APRIL 10, 2006

INFORMATION/BACKGROUND

The Tacoma/Pierce County Task Force on Alcohol/Driving (DUI Task Force) was created for the purpose of targeting, apprehending and successfully prosecuting individuals guilty of Driving under the Influence of Intoxicants and/or Drugs (DUI). A major function of the DUI Task Force is to conduct joint emphasis patrols throughout Pierce County. Multi-agency participation in these emphasis patrols has been found to be very effective in holding individuals who chose to drink and drive accountable to the laws that prohibit this type of irresponsible behavior. In order to participate in DUI Task Force activities, we must accept and sign the attached Traffic Safety Emphasis Interlocal Agreement.

The attached contract has been reviewed by City Attorney Carol Morris. As in the past, she has declined to approve the agreement as to form because of concerns about liability. Ms. Morris is specifically concerned about situations where a supervisor from the sponsoring jurisdiction might direct a Gig Harbor officer to take some illegal or unethical action which could then result in a lawsuit against this officer and the city of Gig Harbor. The supervisor's role in these emphasis patrols is to generally conduct a shift briefing, outline the boundaries for the emphasis patrol and then serve as a resource. They do not directly supervise the activities of the 10-20 officers from outside jurisdictions working in the field. Additionally, I am confident that our officers would not do something they believe to be wrong simply because a supervisor directed them to do so. Our AWC Risk Manager, Randy Lumsden, verified that Gig Harbor officers will be covered under this interlocal agreement while working emphasis patrols.

I am currently serving as the Chairman of the DUI Task Force and feel strongly that our activities have been beneficial in reducing the number of people who drink and drive on our local roadways. Every activity that a police officer engages in can result in exposure to risk and liability. The Council has acknowledged and accepted this risk and approved this agreement for the last several years.

FISCAL IMPACTS

Officers who work the emphasis patrols do so on overtime paid for by a grant from the Washington Traffic Safety Commission.

RECOMMENDATION

I recommend that the City Council authorize the Mayor to approve the attached Traffic Safety Emphasis Interlocal Agreement.

**Pierce County Traffic Safety Emphasis
Interlocal Agreement and Mutual Aid Agreement**

WHEREAS, an entity known as the Tacoma/Pierce County Task Force on Alcohol/Driving (DUI Task Force) has been created for the purpose of promoting the targeting, apprehending and successfully prosecuting individuals guilty of traffic infractions and offenses in general, and DUIs in particular; and

WHEREAS, it is the desire of various law enforcement agencies within Pierce County to participate in such Task Force; and

WHEREAS, multi-agency participation in such a Task Force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 R.C.W. and the Interlocal Cooperation Act set forth in Chapter 39.34 R.C.W.;

NOW, THEREFORE, it is mutually agreed as follows:

Section 1: Duration. This Agreement shall be in effect for a period from June 1, 2006 to December 31, 2007. It shall be extended automatically for an additional two-(2) year period on January 1, 2008 unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety- (90) days written notice to the other party.

Section 2: Scope. Parties to this Agreement will each provide law enforcement personnel for the apprehension of traffic offenders, and the enforcement of traffic laws within targeted areas as set forth in Attachment 1. The targeted areas at any particular time during the term of the agreement shall be determined by the joint administrative board.

Section 3: Purpose. The purpose of this Agreement shall be the apprehension and successful prosecution of individuals guilty of traffic violations and offenses in general, within specifically targeted areas of Pierce County.

Section 4: Financing. Each participating agency shall bear the financial responsibility and liability for such of its employees as participate in the Task Force, including but not limited to salary, benefits and worker's compensation insurance.

Section 5: Administration. This Agreement shall be administered by a joint board comprised of the Pierce County Sheriff and the Chiefs of Police for the cities and towns listed in Attachment 2, or their respective delegates.

Section 6: Operations. Task Force operations, in connection with the emphasis patrols operating under this agreement, shall be coordinated by hosting agency's employee holding a rank of sergeant or higher. Provided that the coordination provided by Pierce

County shall not be considered an allocation of liability under R.C.W. 10.93.040, nor that the Task Force is acting under the direction and control of Pierce County.

Section 7: Use of Property. Each agency shall be responsible for its own property used during the term of this Agreement and any property acquired by an agency during the term of this Agreement shall remain with the agency upon termination of the Agreement.

Section 8: Coordination. The Task Force Coordinator shall be responsible for coordinating the Task Force related communications between participating agencies.

Section 9: Participating Agencies. A list of the agencies which will be participating in the Tacoma/Pierce County Task Force is attached hereto as Attachment 2. Such List of Authorized Agencies may be modified from time to time to add or delete agencies. Each participating agency shall maintain a current List of Authorized Agencies on file together with a copy of this Agreement.

Section 10: Filing. A copy of this Agreement shall be filed with the Pierce County Auditor.

Section 11: Consent. The undersigned hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by any and all properly certified or exempted officers engaged in any operations of the Tacoma/Pierce County Task Force. Each consent shall be valid during the tenure of the responsive undersigned individuals.

Section 12: Responsibility. The consents given in Section 11 above are not intended to reallocate, under R.C.W. 10.93.040, the responsibility of the participating agencies for the acts or omissions of their officers.

City of Gig Harbor

Dated this _____ day of _____, 2006 _____

Chief Mike Davis
Gig Harbor Police Department

Approved this _____ day of _____, 2006 _____

Mayor *PROTEM STEVEN R. ELBERG*
Gig Harbor, Washington

ATTEST:

City Clerk

Attachment 1

Traffic Safety Emphasis Patrol Operational Guidelines

Purpose: The Traffic Safety Emphasis Patrol is committed to the prevention of traffic related violations, including alcohol and other drug impaired driving, through coordinated, multi-agency deterrence.

A. Objectives

1. To reduce the incidence and prevalence of traffic related violations, including alcohol and other drug impaired driving, in Pierce County.
2. To increase law enforcement manpower to maximum levels in high-traffic, high collision areas.
3. To increase public attention to the risks of traffic violations and increase public perception of risk for traffic arrest.
4. To focus media attention on the prevalence of traffic violations and the coordinated efforts to encourage traffic safety.
5. To enhance communication and cooperation among law enforcement agencies in Pierce County.

B. Selection of Officers

1. Each participating agency will be asked to provide at least one officer for each Emphasis Patrol. Agencies with restricted jurisdiction will be asked to offer an equivalent, alternative level of participation.
2. All participating officers must have completed the basic state academy.
3. Participating agencies will be encouraged to assign highly-motivated officers who have experience in criminal traffic offenses.

C. Supervision

1. A first level supervisor will be required from agencies where major emphasis occurs.
2. The supervisor(s) will work the entire Emphasis patrol shift and will have overall responsibility for the assigned officer.
3. The supervisor(s) will field all questions and complaints concerning the Emphasis Patrol. All citizen complaints will be forwarded to the parent agency of any officer involved in the complaint.

4. The supervisor(s) will have the sole authority to return an officer to his/her agency as a result of inappropriate behavior.

5. Officers assigned to the Emphasis Patrol will be expected to follow their parent agency's policies with regard to pursuit and arrest procedures and all other matters of professional conduct. However, officers also will be expected to follow the direction of the Emphasis Patrol supervisor(s).

D. Officer Responsibility

1. Officers will work their assigned areas according to the guidelines provided by the supervisor(s), focusing on detection and apprehension of impaired drivers.

2. When an arrest is made, the arrestee will be taken to the nearest participating BAC verifier facility for processing or the Pierce County jail.

3. Officers will follow their parent agency guidelines for report writing. Unless otherwise required by an officer's parent agency, each citation will be filed in the jurisdiction of the arrest.

4. At the end of each Emphasis Patrol shift, each officer will provide the supervisor(s) with an account of their activity for that shift using the activity log form provided.

5. Emphasis Patrol officers will be responsible for one another's safety and will be expected to provide back-up and cover for one another.

6. Officers will respond to traffic accidents to provide assistance and traffic control. If an accident is alcohol or drug-related, the Emphasis Patrol officer will investigate and make any arrests or citations as necessary. If alcohol or drugs are not involved, investigation will be left to the appropriate regular duty officer(s).

7. Coffee and lunch breaks will be provided, however, these breaks will be restricted to no more than three marked units together at one time.

8. If citizens inquire as to the presence of an outside agency officer in the emphasis area, officers will explain their role in the Traffic Safety Emphasis Patrol.

E. Target Areas and Deployment

1. The Emphasis Patrol will be assigned to target areas based on intelligence information from participating agencies, traffic citation and collision data, and discussions of the DUI Task Force.

2. The target areas will be assigned by rotation so that each participating agency's jurisdiction is included, unless a higher priority target is identified by the DUI Task Force.

3. Deployment of officers will be the responsibility of supervisor(s). Each officer will be provided with a map of the target area and briefing information.

F. Communications

1. All Emphasis Patrol communications will be on the LERN (Law Enforcement Radio Network) frequency.
2. Requests for data or impound will be made through the appropriate dispatch agency.

G. General Policies

1. No arrestee will be released to their own custody. Unless booked into jail, arrestees will only be released to a responsible, sober person or transported home.
2. Every lawful option will be made to have vehicles removed from the roadway. If there is concern that the vehicle may be a hazard, the supervisor(s) will make an impound order, if necessary.

Attachment 2

List of Agencies Authorized to Exercise Police Officer Powers When Participating in the Traffic Safety Emphasis Patrol:

Bonney Lake Police Department
Buckley Police Department
DuPont Police Department
Eatonville Police Department
Edgewood Police Department
Fife Police Department
Fircrest Police Department
Gig Harbor Police Department
Lakewood Police Department
Milton Police Department
Orting Police Department
Pierce County Sheriffs Department
Puyallup Police Department
Puyallup Tribal Police
Roy Police Department
Ruston Police Department
Steilacoom Police Department
Sumner Police Department
Tacoma Police Department
University Place Police Department
Wilkeson Police Department
Washington State Patrol
Washington State Liquor Control Board



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JENNIFER SITTS, SENIOR PLANNER
**SUBJECT: FIRST READING AND PUBLIC HEARING OF AN ORDINANCE
ALLOWING THE COMBINATION OF NONCONFORMING LOTS, GHMC
SECTION 16.03.004**
DATE: APRIL 10, 2006

INFORMATION/BACKGROUND

Attached for the Council's consideration is a draft ordinance adding Section 16.03.004 to the Gig Harbor Municipal Code to allow owners of two or more legally nonconforming lots to combine the lots into one lot even if the resulting lot would not meet the requirements under the current code for area and dimension. The City Council directed the staff and Planning Commission to process this text amendment after Councilmember Young brought the following issue to the Council as a whole.

Some parcels in the City of Gig Harbor have been legally subdivided into lots that do not conform to the minimum area and/or dimensional size requirements under current standards. For example, many of the residential lots downtown are at most 6,000 square feet, while the minimum lot size for a new lot in the same area is 7,200 square feet. In some instances, two or more of these adjoining lots have been acquired by one property owner, who desires to combine them for purposes of development as one lot. The City's current boundary line adjustment procedures are consistent with state law, but do not allow a property owner to obtain a boundary line adjustment if the resulting lot would not meet the code's requirements for area or dimension. For example if an owner's adjacent two lots were both 3,000 square feet; combined these lots are 6,000 square feet – 1,200 square feet less than allowed by the current code. The draft ordinance provides a nonconforming lot combination process to resolve this concern.

The Planning Commission held a worksession and public hearing on the proposed amendment on February 16, 2006. There was no testimony at the public hearing. The Planning Commission voted unanimously to recommend approval of the draft ordinance. A copy of the February 16, 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. Gig Harbor Municipal Code: The Gig Harbor Municipal Code regulates boundary line adjustments in Chapter 16.03. Boundary line adjustments allow lots to be combined or modified if certain criteria are met. Boundary line adjustments are Type I permits and the final decision is issued by the Director or his designee; a public hearing is not required. Section 16.03.003 requires that a boundary line adjustment meet the following criteria:

A. No additional lot, tract, parcel, site or division will be created by the proposed adjustment;

B. No lot is created or modified which contains insufficient area and dimensions to meet the minimum requirements of the zone in which the affected lots are situated;

C. No lot is created or modified which does not have adequate drainage, water supply and sanitary sewage disposal, and access for vehicles, utilities and fire protection, and no existing easement in favor of the public is rendered impractical to serve its purpose; and

D. The boundary line adjustment is consistent with the applicable provisions of GHMC Title 17.

B. Staff Analysis:

The proposed amendment would allow the combination of nonconforming lots provided criteria A, C and D above are met. So while the new combined lot might be undersized, appropriate infrastructure would still be provided.

Much of the historic core of Gig Harbor was not subdivided under our current zoning code. This leaves many lots with an area less than the current minimum lot size (e.g. 7,200 square feet in the R-1 zone). While these lots were legally divided at the time, they do not conform to current standards. The Municipal Code allows for the development of these lots through the nonconformities chapter (17.68). However, these lots cannot be combined unless it is shown that the two (or more) lots together meet current zoning dimension and area standards. In some instances, this criterion cannot be met. Allowing the combination of two or more legally nonconforming lots into one nonconforming lot would reduce the number of nonconforming lots and promote infill. For example, two very small lots which have yet to be developed because of their size could be combined to allow for a typically-sized commercial or residential use. In addition, infill is a desirable goal under the Growth Management Act.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on February 1, 2006 for this non-project GMA action as per WAC 197-11-340(2). The appeal period ended on March 1, 2006 and no appeals were filed. The DNS is now final.

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.

DRAFT ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ALLOWING OWNERS OF TWO ADJOINING NONCONFORMING LOTS TO SUBMIT AN APPLICATION FOR A BOUNDARY LINE ADJUSTMENT TO COMBINE THE TWO LOTS, EVEN IF THE RESULTING LOT WOULD NOT MEET THE REQUIREMENTS UNDER THE CURRENT CODE FOR AREA OR DIMENSION, ADDING A NEW SECTION 16.03.004 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, property in the City of Gig Harbor has been legally subdivided into lots that do not conform to the minimum area and/or dimensional size requirements for lots in the underlying zone; and

WHEREAS, owners of these legally nonconforming lots may develop them under GHMC 17.68.020; and

WHEREAS, in some instances, two or more of these adjoining lots have been acquired by one property owner, who desires to combine two or more of the adjoining lots for purposes of development as one lot; and

WHEREAS, the City's current boundary line adjustment procedures are consistent with state law, and do not allow a property owner to obtain a boundary line adjustment combining two or more legally nonconforming lots into one lot, if the resulting lot would not meet the code's requirements for area or dimension (GHMC Section 16.03.003(B)); and

WHEREAS, the City Council recognizes that the combination of two or more legally nonconforming lots into one lot would reduce the nonconformity and promote infill, (the latter of which is a desirable goal under the Growth Management Act); and

WHEREAS, the City Council desires to amend the boundary line adjustment process to allow a boundary line adjustment of legally nonconforming lots as set forth in this Ordinance; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on February 1, 2006 pursuant to WAC 197-11-350, which was not appealed; and

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

WHEREAS, the Planning Commission held a public hearing on this Ordinance on February 16, 2006, and recommended approval to the City Council; and

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

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

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

Section 1. A new section 16.03.004 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

16.03.004 Nonconforming lot combinations. Owners of two or more legally nonconforming lots may submit an application for a boundary line adjustment to combine the lots into one lot, even if the resulting lot would not satisfy GHMC Section 16.03.003(B). In order to obtain a nonconforming lot combination, the property owner must submit, in addition to the requirements for a complete application in GHMC Section 16.03.001, documentation sufficient for a determination by the Director that the lots identified in the application are legally nonconforming. Processing of the application shall follow the procedures set forth in this

chapter. The criteria for approval are those set forth in GHMC Section 16.03.003, with the exception of GHMC Section 16.03.003(B).

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 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

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
February 16, 2006
Gig Harbor Civic Center**

PRESENT: Commissioners Jim Pasin, Scott Wagner, Jill Guernsey, Joyce Ninen and Chairperson Dick Allen. Commissioners Harris Atkins and Theresa Malich were absent. Staff present: Jenn Sitts, Rob White and Diane Gagnon.

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES:

Commissioner Joyce Ninen pointed out that her name was missing from the roll call. Commissioner Jim Pasin pointed out that in the 2nd paragraph of the first page there was an extra "for".

MOTION: Move to approve the minutes of February 2, 2006 with the stated changes. Guernsey/Ninen – unanimously approved

NEW BUSINESS

1. **City of Gig Harbor, 3510 Grandview St., Gig Harbor WA 98335** – Proposed addition (ZONE 05-1008) of Section 16.03.004 to the Gig Harbor Municipal Code to allow owners of two or more legally nonconforming lots to combine the lots into one even if the resulting lot would not satisfy the boundary line adjustment criteria for area and dimension.

Chairman Dick Allen introduced this item and turned it over to staff to give their staff report.

Senior Planner Jennifer Sitts went over her staff report, explaining that this was a city sponsored amendment that the City Council had requested. She reminded the Planning Commission that this issue had been brought before them last year and they had decided not to pursue it. Ms. Sitts explained the proposed amendment by stating that this would add a nonconforming lot combination process to allow owners of two or more non conforming lots to do a lot combination resulting in a less non-conforming lot. She then displayed an example, using GIS, of two lots one of which was 2288 square feet and one which was 2407 square feet explaining that if they were combined they would only be 4695 square feet and the minimum lot size requirement is 7200 sq ft minimum. She further stated that these were two legal lots that could each be built on but would probably result in odd shaped houses requiring variances. Ms. Sitts noted that encouraging infill development is part of our growth management requirement.

Commissioner Jim Pasin asked if there was a map or count of these types of situations and where they are located within the city. Ms. Sitts answered that she had looked at the downtown residential zones for lots that were adjacent to each other and when combined would still equal another nonconforming lot and had only found one set that was vacant.

Mr. Pasin voiced concern with a situation where someone could accumulate three or four or five of small lots, combine them and then be allowed a larger structure than what might exist in the

area particularly in the Historic District. Ms. Sitts pointed out that currently someone could take several parcels and combine them and that this is proposing that when you want to combine lots and can't achieve the 7200 sq ft. minimum, you can still combine them as long as you are bringing the lots closer to compliance.

Commissioner Wagner asked if there was a particular situation that had started this proposal. Ms. Sitts explained that Doug Sorenson had originally approached the City with the idea and showed which three lots were Mr. Sorenson's.

Commissioner Wagner asked what the original intent was for keeping nonconforming lots nonconforming and Ms Sitts answered that she did not believe that it was the intent to keep them nonconforming it was simply to make it more in line with state law. Mr. Wagner then asked why this requirement was part of state law.

Commissioner Guernsey explained that what is currently in the code is common, if you want to combine lots, you have to meet today's codes. She further explained that there had been some recent changes in case law and that this proposal seemed more in line with those recent changes.

It was then asked by Commissioner Wagner if this process would change the building size limitation in any way and Ms. Sitts replied that it would not as any lot created would still have to meet the building size limitations in the waterfront zones.

Mr. Pasin expressed concern with increasing the scale of housing in the historic district and asked if you could build on a 5000 sq ft lot and Ms. Sitts answered that if you have a nonconforming lot of record you can build on it, and don't have to meet the minimum lot size requirement; however, you do have to meet the setbacks.

Chairman Allen stated that he didn't think there was a great hardship happening and asked if someone has two lots that total 4500 sq ft and since a triplex and a fourplex are allowed in this zone, could they put one on such a small lot. Ms. Sitts replied that it wouldn't meet density requirements. Chairman Allen then asked about commercial development and Ms. Sitts pointed out that someone would be able to develop those commercial uses even without combining the lots.

Ms. Sitts then gave an example of the benefits of the proposal, illustrating that two lots could have one parcel number and someone could have built over a property line and then we would not allow them to combine them and fix a potential problem. She also pointed out that it would require less variances and result in more normal scaled buildings.

Mr. Wagner suggested allowing boundary line adjustments as well as lot combinations. Ms. Sitts stated that she would need to take the issue to our legal counsel for review and stated that her only concern was that it may be making one lot less conforming. Mr. Wagner then suggested adding a requirement that you couldn't take a conforming lot and make it nonconforming. Ms. Sitts offered to come back with some proposed language at another work session.

Chairman Allen called a short recess at 6:50 before the 7:00 public hearing.

Chairman Allen called the meeting to order and opened the public hearing at 7:00 pm.

Senior Planner Jennifer Sitts summarized her staff report and read the purpose of the amendment. In conclusion she stated that staff was recommending approval of the proposal.

Commissioner Pasin asked about a portion of the staff analysis relating to the historic core of the city and Ms. Sitts stated that she was trying to point out that there are a lot of nonconforming lots in our historic core.

Mr. Pasin then asked why a minimum lot size of 7200 square feet was imposed when most of the existing lots were 5000 square feet. Both Ms. Sitts and Planning Manager Rob White stated that they were not aware of how that requirement was arrived at.

Commissioner Guernsey pointed out that it seemed that if you restrict someone's ability to combine some of these old lots you get weird size houses in order to make them fit on these small lots. Commissioner Joyce Ninen agreed and stated that this change could actually encourage some smaller housing rather than requiring them to meet the 7200 square feet.

Chairman Dick Allen closed the public hearing at 7:10 p.m.

Commissioner Wagner stated that he was in favor of the proposal but would like to see the same flexibility for boundary line adjustments. Ms. Sitts clarified that the Planning Commission would like language crafted to allow a nonconforming lot to be adjusted to a less nonconforming lot as long as the lot being taken from does not become nonconforming. She then gave an example of how this would be applied.

Commissioner Guernsey stated that she felt these were two separate issues, that were more issues to consider with the boundary line adjustment and she would like to just consider the lot combination issue at this time. Commissioner Wagner agreed.

Ms. Sitts suggested that the Planning Commission forward a recommendation to City Council to deal with the Boundary Line Adjustment issue.

MOTION: Move to accept the staff's recommendation and draft ordinance
Pasin/Guernsey –

Commissioner Ninen pointed out that on page 2 of the ordinance at the very bottom it should say 16.03.004. Ms. Sitts agreed and noted the change.

RESTATED MOTION: Move to accept the staff's recommendation and draft ordinance with the stated change. Pasin/Guernsey – motion passed unanimously.

MOTION: Move to request City Council direct the Planning Commission to look at having staff draft a proposal to modify the Boundary Line Adjustment section to allow nonconforming lots to become less nonconforming.
Wagner/Guernsey – Motion passed unanimously

UPCOMING MEETINGS

March 2nd, 2006 – Work-Study Session and Public Hearing

Planning Manager Rob White asked if the Planning Commission wanted to suggest creating an ordinance that addresses smaller lot sizes. The Planning Commission decided that it should be put on the future changes list to consider smaller minimum lot size standards and widths in residential zones without changing density.

ADJOURNMENT

Move to adjourn at 7:40 p.m.
Wagner/Guernsey – Motion carried

CD recorder utilized:
Disc #1 Tracks 1-2
Disc #2 Track 1



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JENNIFER SITTS, SENIOR PLANNER
SUBJECT: FIRST READING AND PUBLIC HEARING OF THREE ORDINANCES
ADOPTING THE LAND USE MATRIX, ADDING CHAPTER 17.14 AND
AMENDING CHAPTERS 17.04 AND 17.72
DATE: APRIL 10, 2006

INFORMATION/BACKGROUND

Attached for the Council's consideration are three draft ordinances, which if approved together, will adopt the land use matrix. The three ordinances will add Chapter 17.14, creating a land use matrix describing permitted and conditional uses by zone, and amending Chapter 17.04 Definitions and Chapter 17.72 Off-Street Parking and Loading Requirements to implement the land use matrix. This is a City-sponsored amendment.

The current zoning code calls out just under 270 different land uses, both permitted and conditional, most of which are either undefined, duplicative, and in some cases contradictory. In an effort to consolidate the uses to a more understandable and manageable size and format, the Planning Commission, with staff's support, has developed three ordinances creating the land use matrix and making consistency amendments to the parking requirements, development standards and definitions. In addition, some definitions have been modified to be consistent with state code or to simplify the language for ease of administration of the code.

Over the last year and a half, the Planning Commission has held many worksessions to develop these land use matrix amendments. It was a priority of the Planning Commission to ensure that current use allowances and development standards are maintained with this reorganization of the code. Changes have occurred where state law requires, such as family day-care providers, adult family homes and manufactured housing.

The Planning Commission held a public hearing on the proposed ordinances on March 2, 2006. There was no testimony at the public hearing. The Planning Commission voted unanimously to recommend approval of the draft ordinances. A copy of the March 2, 2006 Planning Commission minutes is attached. Since the Planning Commission public hearing, the City Attorney has suggested some minor modifications to the draft ordinance to make it more consistent with state law. Those changes are highlighted in grey in the attached draft ordinances.

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. Gig Harbor Municipal Code:** Permitted or conditionally permitted land uses are described in each chapter of Title 17 that pertains to a particular zoning district. Many of the land uses are defined in the Definitions Chapter GHMC 17.04, but some are not. GHMC Section 17.72.030 regulates the number off-street parking stalls required for certain uses of land. This section does not include all uses permitted or conditionally permitted in the City.
- B. Staff Analysis:** The proposed text amendment consists of three ordinances:

- 1. Addition of GHMC 17.14 Land Use Matrix and housekeeping changes to Chapter 17**

Currently, when a customer comes to the planning counter to find out if a particular use is allowed or not, staff must search zone by zone. Once a location and use have been found that satisfy the customer's needs, staff often finds that the use is not specifically defined, or doesn't precisely fit into an existing definition, requiring the community development director to make an administrative interpretation. This process is both cumbersome and confusing, often requiring unnecessary explanation and interpretation.

By describing allowed uses on a single matrix, questions can easily be answered by finding the appropriate use on the matrix and following the row across to find the zones available for that use. This simplified format can be reduced to fit on a single sheet of paper and placed on the back of the 11"x17" zoning maps that are currently available at the planning counter.

By creating a matrix, we eliminate the need to list specific permitted and conditional uses in each chapter of the zoning code for each zone. Instead a reference to GHMC 17.14 has been inserted where the use lists currently exist. In addition, some use lists contain a performance standard, which makes outright deletion of the use lists difficult. To solve this problem, many performance standards of individual zones have been amended and/or footnotes added to the matrix to account for these.

- 2. Amendments to Chapter 17.04 Definitions**

As stated above, planners often find that a use is not specifically defined, or doesn't precisely fit into an existing definition, requiring the community development director to make an administrative interpretation. Many of the current definitions are duplicative, contradictory or undefined. To reduce the number of interpretations required, all uses called-out in the matrix have a definition in Chapter 7.04 and duplicative definitions are deleted.

3. Amendments to GHMC 17.72 Off-Street Parking and Loading Requirements

Since standards for parking are calculated by use it is necessary to make sure that the uses described in GHMC 17.72 are consistent with those described in the matrix.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on December 21, 2005 for this non-project GMA action as per WAC 197-11-340(2). The appeal period ended on March 6, 2006 and no appeals were filed. The DNS is now final.

FISCAL IMPACTS

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

RECOMMENDATION

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

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
March 2, 2006
Gig Harbor Civic Center**

PRESENT: Commissioners Jim Pasin, Harris Atkins, Theresa Malich, Joyce Ninen and Chairperson Dick Allen. Commissioners Scott Wagner and Jill Guernsey were absent. Staff present: Jenn Sitts and Diane Gagnon.

CALL TO ORDER: 6:05 p.m.

APPROVAL OF MINUTES:

Commissioner Jim Pasin pointed out a typographical error.

MOTION: Move to approve the minutes of February 16, 2006 with the stated correction.
Ninen/Pasin – unanimously approved

NEW BUSINESS

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposed addition of GHMC Chapter 17.14 (ZONE 04-09) establishing a land use matrix and modifying GHMC Chapter 17.04 Definitions and GHMC Chapter 17.72.030.

Senior Planner Jennifer Sitts went over her staff report, noting that what was one ordinance is now three ordinances. She explained that the City Attorney had advised that state law states that an ordinance can only have one purpose or subject. She further outlined that one ordinance addresses the changes to the parking code, one is for the changes to the definitions and the last one is changes to the zones and the actual addition of the matrix. Ms. Sitts pointed out that the City Attorney in reading the definitions wanted more explanation on some of the definitions in order to more clearly explain why the change was made. She stated that the staff report is really a summary of what we have done and doesn't really have any new information and that the memo on the definitions is what needed to be discussed during the work-study session.

Ms. Sitts then went over the definitions that needed clarification:

Accessory Apartments – Ms. Sitts explained that the concern is that the term “with the owner living on site” had been removed. She stated that the Planning Commission either needed to explain the reason behind removing it or keep it in.

Commissioner Theresa Malich recalled that it was originally in there because they wanted to avoid the apartment house or rental situation. Ms. Sitts also noted that it is not very enforceable but does speak to the intent of the regulation as being intended for mother in law situations.

Chairman Allen voiced concern with someone passing away and then their family can't rent it out without living on site. He added that he felt that the size limit kept it from being an ongoing rental.

Commissioner Harris Atkins reminded the Planner Commission that they were trying to stay within the current code and not change anything and removing this seemed to be a change.

Ms. Sitts agreed with Mr. Atkins and recommended leaving it as it is and not removing the phrase.

Commissioner Pasin stated that he felt that if it's not going to be enforced then why not get rid of it. Ms. Sitts cautioned that it may delay the matrix.

Commissioner Joyce Ninen stated that this is really only a problem in an R-1 zone because you do want to keep it single family.

Consensus was reached to leave the phrase in the definition.

Family day care- Ms. Sitts stated that the definition had previously been called Family Child Care and suggested using the term Family Day Care Provider as that is the term the state uses. The Planning Commission agreed.

Commercial Child Care – Ms. Sitts stated that the definition had been written to say that Commercial Child Care means a state licensed business that provides child care on a daily basis and that the concern is that it is not well distinguished from a family day care provider. She suggested adding the phrase “outside of the provider’s home”, to the definition.

Ms. Sitts outlined what zones the use was allowed in, noting that the confusion would only arise where they are both allowed.

Commissioner Pasin stated that he didn't like using the word home in the definition of Commercial Child Care.

Ms. Ninen asked if someone had a really large house, wanted to open a Commercial Child Care center and lived in a zone that permitted it, would that be allowed and Ms. Sitts stated that it would be allowed.

Consensus was reached to add the phrase “outside of the providers dwelling”.

Clubs and Lodges – Ms. Sitts explained that the proposed amendment included the phrase “under single management” which is unenforceable and a change to what is currently allowed. Ms. Ninen and Mr. Pasin agreed that the phrase “under single management” should be deleted. Consensus was reached to remove the phrase “under single management”

Community Recreation Hall – It was explained by Ms. Sitts that in the proposed definition the phrase “non-profit organization” had been stricken. She then read the current definition of non-profit organization.

Commissioner Ninen said that she felt it should be left in and Commissioner Malich agreed. Ms. Sitts reminded the Planning Commission that Community Recreational Halls are allowed in a lot of different zones. Additionally, Mr. Pasin noted that there are many non-profit organizations that are similar to a for profit business and on a larger scale.

Consensus was reached to leave “non-profit organization” in the definition.

Yacht Club – Ms. Sitts explained that there was a concern with the phrase “under single management” just as with the definition of Clubs and Lodges. Consensus was reached to remove the phrase “under single management”.

Senior Planner Jennifer Sitts asked if anyone had any changes or questions regarding the ordinances themselves.

Ms. Ninen stated that she had a question on page 14 on the ordinance on definitions, under Personal Services, it states “involving non medical care of person” and then says “a licensed massage therapist”, she noted that licensed massage therapists are recognized as medical providers and are covered under medical insurance. She stated that she felt that they were really a Professional Service and should be removed from Personal Service and added to Professional Service. Everyone agreed.

Ms. Ninen then suggested that in the definition of Professional Services, that the list of doctors, massage therapists, etc. be replaced with the term “licensed health care providers”. It was decided to replace the list with the term “licensed health care provider” unless there is a different term used in state law.

It was pointed out that there was a typo on page 18, under the definition of Vehicle Wash, at the end of the first line the word “with” should be removed.

Chairman Allen called at 5-minute recess at 7:00 p.m.

PUBLIC HEARING

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** –
Proposed addition of GHMC Chapter 17.14 (ZONE 04-09) establishing a land use matrix and modifying GHMC Chapter 17.04 Definitions and GHMC Chapter 17.72.030.

Chairman Allen opened the public hearing at 7:10 p.m., there being no public testimony he closed the public hearing 7:11 p.m.

Mr. Pasin stated he would like to go page by page through the ordinances and so everyone could state what changes they had. Everyone agreed and they decided to go through the ordinance on the definitions first.

Page 3 in the 6th whereas statement it was decided to restate as combining the uses into Lodging Levels One through Three.

Mr. Pasin asked about the purpose of the term “under the direction” on Page 6, under the definition of Animal Clinic. Ms. Sitts stated that it is the current term used in the definition and it was decided to leave it as it is.

Mr. Pasin then asked what was meant by the term “auto accessories” on page 6, under the definition of automotive fuel dispensing. Ms. Sitts answered that she thought that it meant things like windshield wipers, etc. that may be sold as an accessory to automotive fuel dispensing.

There was a question regarding the definition of Family Day Care Provider, in the last sentence it states, “in the providers home in the family living quarters”. Ms. Sitts checked that this was the definition from state law read it to the Planning Commission.

Commissioner Atkins had a question regarding the definition of Industrial Level Two on page 11 in relation to “moderate nuisance factors”. He then read the permitted uses in the C-1 zone, which states that anything that emits smoke, noise glare, etc. is not allowed. Ms. Sitts pointed out that that the requirement had been made a performance standard in that zone. Mr. Atkins stated that he felt that it was conflicting and suggested taking it out of the definition. Ms. Sitts stated that if it was removed there would be no distinction between Industrial Level One and Industrial Level Two. Mr. Atkins continued by saying that he felt it was adding latitude in C-1 zone that didn’t exist before.

Ms. Sitts went on to say that if the definitions were combined then you would be allowing uses in zones that don’t currently allow them and pointed out the performance standard again that restricted the noise, glare and smell. It was decided to leave it as proposed.

Page 12 under Marine Boat Sales Level One; add a hyphen to the word on-site.

The next ordinance for review was the zoning ordinance.

Commissioner Pasin suggested that some language on page 3 be underlined and bolded and Ms. Sitts stated that it is not an acceptable way to format something for codification and went to explain that the codifiers have strict rules regarding formatting for codification.

It was pointed out that the footnote for C-1 should be noted on three additional pages and Ms. Sitts made the change.

Mr. Pasin asked about the wording on page 13 under site plans where it says “before a building permit will be issued the site plan review process shall be followed except in the case of a single family dwelling or a duplex dwelling”. Ms. Sitts pointed out that it was just changing the term and not changing the wording of that section. She further clarified that when a term must be changed throughout the zoning code, she must put the entire paragraph that that terms appears in.

Commissioner Ninen pointed out an incorrect reference on page 17 under section 80 the next paragraph should say 17.72.050.

The next ordinance for review was the parking ordinance:

There were no changes.

Ms. Sitts went over the next steps in the process.

MOTION: Move to forward a recommendation of approval to City Council with the changes to the proposed ordinances.
Pasin/Malich – passed unanimously

Ms. Sitts reminded everyone that the first reading on the matrix will be March 27th and encouraged the Planning Commission to attend the City Council meeting to answer any questions they may have.

Commissioner Pasin complimented Senior Planner Jennifer Sitts on all of her hard work over the past months on this huge task.

UPCOMING MEETINGS

March 16th – Work-Study Session on the Comprehensive Plan Amendments

Ms. Sitts explained the three Comprehensive Plan Amendments being proposed and how the process would work.

ADJOURNMENT

Move to adjourn at 8:00 p.m.
Pasin/Atkins – Motion carried

CD recorder utilized:
Disc #1 Tracks 1-2
Disc #2 Track 1

DRAFT ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING A NEW CHAPTER 17.14 IN THE GIG HARBOR MUNICIPAL CODE TO INCLUDE A LAND USE MATRIX THAT SPECIFIES PERMITTED AND CONDITIONALLY PERMITTED USES IN EACH ZONING DISTRICT OF THE CITY; ALSO REPEALING THE EXISTING PERMITTED AND CONDITIONALLY PERMITTED USE LISTS IN EACH INDIVIDUAL ZONING DISTRICT CHAPTER OF TITLE 17: REPEALING SECTIONS 17.15.020; 17.15.030; 17.16.020; 17.16.030; 17.17.020; 17.17.030; 17.20.020; 17.20.030; 17.21.020; 17.21.030; 17.24.020; 17.24.030; 17.28.020; 17.28.030; 17.30.020; 17.30.030; 17.31.020; 17.31.030; 17.32.020; 17.36.020; 17.36.030; 17.40.020; 17.40.030; 17.40.040; 17.45.020; 17.45.030; 17.46.020; 17.46.030; 17.48.020; 17.48.030; 17.50.020; 17.50.030; 17.54.020; 17.54.025; 17.56.020; 17.91.020; 17.91.030; ALSO ADDING NEW SECTIONS TO EACH ZONING DISTRICT CHAPTER TO REFERENCE A NEW LAND USE MATRIX CHAPTER: ADDING NEW SECTIONS 17.15.020; 17.15.030; 17.16.020; 17.16.030; 17.17.020; 17.17.030; 17.20.020; 17.20.030; 17.21.020; 17.21.030; 17.24.020; 17.24.030; 17.28.020; 17.28.030; 17.30.020; 17.30.030; 17.31.020; 17.31.030; 17.32.020; 17.36.020; 17.36.030; 17.40.020; 17.40.040; 17.41.020; 17.45.020; 17.45.030; 17.46.020; 17.46.030; 17.48.020; 17.48.030; 17.50.030; 17.50.020; 17.54.020; 17.56.020; 17.91.020; 17.91.030; ALSO AMENDING THE PERFORMANCE STANDARDS OF SOME CHAPTERS OF TITLE 17 TO INCORPORATE EXISTING PERFORMANCE STANDARDS FOUND IN USE LISTS OF SOME ZONING DISTRICT CHAPTERS: AMENDING SECTIONS 17.28.090; 17.40.120; 17.45.040 AND ADDING SECTION 17.54.025; ALSO AMENDING SOME SECTIONS OF TITLE 17 TO SUBSTITUTE EXISTING USE TERMS WITH NEW USE TERMS SHOWN IN A NEW LAND USE MATRIX CHAPTER: AMENDING SECTIONS 17.46.050; 17.46.090; 17.48.035; 17.56.030; 17.58.040; 17.60.020; 17.72.050; 17.91.040.

WHEREAS, Title 17 of the Gig Harbor Municipal Code specifies both permitted uses and conditionally permitted uses in each chapter of Title 17 pertaining to zoning districts throughout the City; and,

WHEREAS, many of the uses defined in the various chapters of Title 17 have been incorporated into the code over time and under differing, and sometimes contradicting terms; and

WHEREAS, the multiple terms in Title 17 of the Gig Harbor Municipal Code defining the same or similar use has been confusing to the public and to City staff responsible for administering the code; and

WHEREAS, many of the separately defined uses in Title 17 of the Gig Harbor Municipal Code can be grouped into categories of uses that are similar in nature and impact, thereby simplifying development of a list of permitted or conditionally permitted uses; and

WHEREAS, the City Community Development Director has made administrative interpretations on uses allowed in some zones and the City desires to incorporate these interpretations into the Gig Harbor Municipal Code; and

WHEREAS, the City desires to incorporate permitted and conditionally permitted uses into a single matrix under a new chapter rather than calling out such uses in individual chapters of Title 17, for purposes of convenience, consistency and ease of subsequent revision; and

WHEREAS, the existing permitted and conditionally permitted use lists in each individual chapters of Title 17 must be repealed with the addition of the land use matrix; and

WHEREAS, the performance standards of some chapters must be amended to incorporate existing performance standards that are found in some, but not all, of the permitted and conditionally permitted use lists in each chapter and cannot be incorporated into the land use matrix; and

WHEREAS, some existing use terms must be substituted with new use terms shown in the land use matrix; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on December 21, 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 December 21, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 2, 2006 and made a recommendation of approval to the City Council; and

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

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

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

Section 1. A new chapter 17.14 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Chapter 17.14
LAND USE MATRIX**

Sections:

17.14.010 Interpretation of land use matrix.

17.14.020 Land use matrix.

17.14.010 Interpretation of Land Use Matrix.

A. The land use matrix in this chapter identifies uses permitted in each individual zoning district. The zoning district is located on the vertical column and the use is located on the horizontal row of this matrix.

B. If a dash appears in the box at the intersection of the column and the row, the use is not permitted in that district.

C. If the letter "P" appears in the box at the intersection of the column and the row, the use is permitted in that district.

D. If the letter "C" appears in the box at the intersection of the column and the row, the use is conditionally permitted subject to the conditional use permit review procedures and criteria specified in Chapter 17.64 GHMC.

E. If a footnote appears in the box at the intersection of the column and the row, the use may be permitted subject to the appropriate review process indicated above and the specific conditions indicated by the corresponding footnote.

F. All applicable requirements shall govern a use whether or not they are cross-referenced in the matrix. To determine whether a particular use is allowed in a particular zoning district and location, all relevant regulations must also be consulted in addition to this matrix.

17.14.020 Land use matrix

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Dwelling, Single-Family	-	P	P	P	P	C	P	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, Duplex	-	-	-	P	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, Tri-plex	-	-	-	-	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, Four-plex	-	-	-	-	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, Multiple-Family	-	-	-	-	P	P ⁶	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	-	-	-	P ¹⁴	P
Accessory Apartment ¹	-	C	P	-	P	-	C	C	C	P ¹⁴	C	C	P ¹⁴	-	-	-	P	-	P ¹⁴	P
Family Day-care Provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Home Occupation ²	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult Family Home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Living Facility, Independent	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Living Facility, Assisted	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Nursing Facility, Skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-
School, Primary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, Secondary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, Higher Educational	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, Vocational/Trade	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
Government Administrative Office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P
Public/Private Services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P ⁵	C	P ⁵	C	C	C	C	P	-	C	P	C	-	-	-	-	-	P/C ¹⁵
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	-	-	-	-	-	-
Community Recreation Hall	P	-	P	C	P	C	C	C	C	P	C	C	P	P	-	-	-	P	P	-
Yacht Club	-	-	-	-	-	C	C	C	C	-	C	C	P	-	-	C	P	-	-	-
Clubs and Lodges	-	-	P	C	P	C	C	C	C	P	C	C	P	P	-	-	-	P	P	-

1. Addition of GHMC 17.14 Land Use Matrix and housekeeping changes

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Uses																				
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	P	P	P	P	P	P	P
Essential Public Facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Lodging Level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging Level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging Level 3	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Personal Services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Professional Services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Product Services Level 1	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product Services Level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P ¹⁶
Sales Level 1	-	-	-	-	-	-	C ^{7,8}	-	P	P	P	P	P	-	-	-	P	-	P ¹³	P
Sales Level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Sales Level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Sales, Ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-
Commercial Child Care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	-	-	-
Recreation, Indoor Commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	-	-	P
Recreation, Outdoor Commercial	-	-	-	-	-	-	C	C	C	-	P ¹⁰	P	P	C	-	-	-	-	-	P
Entertainment, Commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	-	-	P
Automotive Fuel Dispensing Facility	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	-	P	-
Vehicle Wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking Lot, Commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C ¹⁹	-	-	-
Animal Clinic	-	-	-	-	-	-	-	-	P ⁹	-	P	P	-	P	-	-	-	P	-	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult Entertainment Facility ³	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C ⁸	P	P	P	P	P	P	-	-	C ¹²	P	-	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	P	-	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	P	-	P	P
Restaurant 4	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	P	-	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-
Drive-through Facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-

1. Addition of GHMC 17.14 Land Use Matrix and housekeeping changes

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Uses																				
Marine Sales and Service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine Boat Sales Level 1	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	P	P	-	-	-
Marine Boat Sales Level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Ministorage	-	-	-	-	-	-	-	C	-	-	C	C	P	C	-	-	-	-	-	P
Industrial Level 1	-	-	-	-	-	-	-	C	C	-	C	P	-	P	-	-	-	P	-	P
Industrial Level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	P	-	-
Marine Industrial	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P ¹¹	C	-	-	-
Wireless Communication Facility ⁴	C	C	C	C	C	C	P	P	C	P	C	P	P	P	C	C	C	P	P	-
Accessory Uses and Structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

¹ Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.

² Home occupations are subject to Chapter 17.84 GHMC.

³ Adult entertainment facilities are subject to Chapter 17.58 GHMC.

⁴ Wireless communication facilities are subject to Chapter 17.61 GHMC.

⁵ Houses of religious worship shall be limited to parcels not greater than 5 acres.

⁶ Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.

⁷ Sales level 1 uses shall be limited to food stores in the RB-1 district.

⁸ See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.

⁹ Animal clinics shall have all activities conducted indoors in the DB district.

¹⁰ Drive-in theaters are not permitted in the B-2 district.

¹¹ Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.

¹² Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.

¹³ Sales level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.

¹⁴ Residential uses shall be located above a permitted business or commercial use.

¹⁵ Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.

¹⁶ Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.

¹⁷ Only one tri-plex dwelling or one four-plex dwelling is conditionally permitted per lot in the WM district.

¹⁸ Planned unit developments (PUDs) are conditionally permitted in the ED district.

¹⁹ Commercial parking lots in the WC district shall be related to shoreline uses.

²⁰ Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.

Section 2. Section 17.15.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 3. A new Section 17.15.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.15.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the PI district.

Section 4. Section 17.15.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 5. A new Section 17.15.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.15.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the PI district.

Section 6. Section 17.16.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 7. A new Section 17.16.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.16.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the R-1 district.

Section 8. Section 17.16.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 9. A new Section 17.16.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.16.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the R-1 district.

Section 10. Section 17.17.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 11. A new Section 17.17.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.17.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the RLD district.

Section 12. Section 17.17.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 13. A new Section 17.17.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.17.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the RLD district.

Section 14. Section 17.20.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 15. A new Section 17.20.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.20.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the R-2 district.

Section 16. Section 17.20.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 17. A new Section 17.20.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.20.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the R-2 district.

Section 18. Section 17.21.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 19. A new Section 17.21.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.21.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the RMD district.

Section 20. Section 17.21.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 21. A new Section 17.21.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.21.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the RMD district.

Section 22. Section 17.24.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 23. A new Section 17.24.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.24.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the R-3 district.

Section 24. Section 17.24.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 25. A new Section 17.24.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.24.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the R-3 district.

Section 26. Section 17.28.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 27. A new Section 17.28.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.28.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the RB-1 district.

Section 28. Section 17.28.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 29. A new Section 17.28.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.28.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the RB-1 district.

Section 30. A new Subsection 17.28.090(G) is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.28.090 Performance standards. In an RB-1 district, the performance standards are as follows:

* * *

G. Restaurant 1 and Food Stores. In addition to all other performance standards, Restaurant 1 and food store uses shall be situated on the

street level in an office building and not exceed 800 square feet in floor area. No outside sales or storage are allowed. The hours of operation are limited to 16 hours per day.

Section 31. Section 17.30.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 32. A new Section 17.30.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.30.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the RB-2 district.

Section 33. Section 17.30.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 34. A new Section 17.30.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.30.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses permitted in the RB-2 district.

Section 35. Section 17.31.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 36. A new Section 17.31.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.31.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the DB district.

Section 37. Section 17.31.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 38. A new Section 17.31.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.31.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the DB district.

Section 39. Section 17.32.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 40. A new Section 17.32.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.32.020 Permitted and conditional uses.

Refer to Chapter 17.14 GHMC for uses permitted and conditionally permitted in the B-1 district.

Section 41. Section 17.36.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 42. A new Section 17.36.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.36.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the B-2 district.

Section 43. Section 17.36.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 44. A new Section 17.36.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.36.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the B-2 district.

Section 45. Section 17.40.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 46. A new Section 17.40.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.40.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the C-1 district.

Section 47. Section 17.40.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 48. Section 17.40.040 of the Gig Harbor Municipal Code is hereby repealed.

Section 49. A new Section 17.40.040 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.40.040 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the C-1 district.

Section 50. A new Subsection 17.40.120(G) is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.40.120 Performance standards. In a C-1 district, performance standards are as follows:

* * *

G. Offensive Activities. Activities in the C-1 zone shall not emit smoke, excessive noise, dirt, vibration or glare, or be otherwise offensive or hazardous.

Section 51. Section 17.41.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 52. A new Section 17.41.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.41.020 Permitted and conditional uses.

Refer to Chapter 17.14 GHMC for uses permitted and conditionally permitted in the PCD-C district.

Section 53. Section 17.45.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 54. A new Section 17.45.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.45.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the ED district.

Section 55. Section 17.45.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 56. A new Section 17.45.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.45.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the ED district.

Section 57. A new Subsection 17.45.040(M) is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.45.040 Performance standards. All uses in the employment district shall be regulated by the following performance standards:

* * *

M. Planned Unit Developments. A minimum of 65% of the site of a planned unit development shall consist of an employment based use.

Section 58. Section 17.46.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 59. A new Section 17.46.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.46.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the WR district.

Section 60. Section 17.46.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 61. A new Section 17.46.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.46.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the WR district.

Section 62. Section 17.46.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.46.050 Site plans.

Before a building permit will be issued in the waterfront residential district, the site plan review process as specified in Chapter 17.96 GHMC shall be followed, except in the case of a building permit for single-~~or two~~-family dwelling or duplex dwelling.

Section 63. Section 17.46.090 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.46.090 Design.

Development in the WR district shall conform to the design and development standards contained in Chapter 17.99 GHMC. ~~Two-family dwellings (duplexes)~~ Duplex dwellings shall conform to the design standards defined for single-family dwellings in Chapter 17.99 GHMC.

Section 62. Section 17.48.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 63. A new Section 17.48.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.48.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the WM district.

Section 64. Section 17.48.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 65. A new Section 17.48.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.48.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the WM district.

Section 66. Section 17.48.035 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.035 Hours of operation.

The following uses shall be limited to operating between the hours of 7:00 a.m. to 7:00 p.m., daily:

- A. Sales 1;
- B. ~~Delicatessens~~ Restaurant 1;
- C. Boat Construction.
- D. ~~Coffee houses.~~

Section 67. Section 17.50.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 68. A new Section 17.50.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.50.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the WC district.

Section 69. Section 17.50.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 70. A new Section 17.50.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.50.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the WC district.

Section 71. Section 17.54.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 72. A new Section 17.54.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.54.020 Permitted and conditional uses.

Refer to Chapter 17.14 GHMC for uses permitted and conditionally permitted in the PCD-BP district.

Section 73. Section 17.54.025 of the Gig Harbor Municipal Code is hereby repealed.

Section 74. A new Section 17.54.025 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.54.025 Category of uses.

A. Category I Uses.

1. Primary schools
2. Secondary schools
3. Higher educational schools
4. Vocational/trade schools
5. Public/private services
6. Parks
7. Utilities
8. Industrial level 1
9. Industrial level 2
10. Hospital
11. Community recreation hall
12. Clubs and lodges

B. Category II Uses.

1. Family child care
2. Adult family home
3. Government administrative offices
4. Personal services
5. Professional services
6. Product services level 1
7. Animal clinic
8. Ancillary sales

Section 75. Section 17.56.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 76. A new Section 17.56.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.56.020 Permitted and conditional uses.

Refer to Chapter 17.14 GHMC for uses permitted and conditionally permitted in the PCD-NB district.

Section 77. Subsection 17.56.030(B) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.56.030 Performance standards.

* * *

B. Hours of Operation. The following hours of operation apply:

Facility	Hours of Operation
<u>Gasoline Automotive Fuel</u> Dispensing with Convenience Store	6:00 a.m. – 10:00 p.m.
Grocery Stores	6:00 a.m. – 10:00 p.m.
<u>Delicatessens Restaurant 1</u>	6:00 a.m. – 10:00 p.m.

* * *

Section 78. Subsection 17.58.040(A)(5) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.58.040 Separation requirements.

A. An adult entertainment facility shall not be permitted to locate in any zoning district other than the general business district (B-2) and commercial district (C-1). Within the B-2 or C-1 district, an adult entertainment facility shall not be permitted to locate within 500 feet of any of the following zones or uses whether such zones or uses are located within or outside of the city limits:

1. A single-family residential zone (R-1);
2. A medium density residential zone (R-2);
3. A multiple-family residential zone (R-3);
4. A residential and business district zone (RB-1, RB-2);
5. A commercial ~~family day~~ child care facility;
6. A public or private preschool or nursery school;
7. A public or private primary or secondary school;
8. A public park;
9. A church, temple, mosque, synagogue, chapel or other similar religious facility; and
10. Other adult entertainment establishments.

* * *

Section 79. Subsection 17.60.020(A)(1) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.60.020 Permitted uses.

A. In an R-1 zone, a lot which abuts on or is located across the street or alley from property in a nonresidential zone, may be used for:

1. ~~Two-family dwellings~~ Duplex dwellings; provided, that such lot is at least 14,000 square feet in size;

2. A parking lot for a business within 100 feet of the lot, solely for the customers and employees of the business to which it is accessory, for the use of automobiles only, and provided that:

a. The entrance to the parking lot is at least 30 feet from the nearest residential lot;

b. The lot is landscaped as per parking lot landscaping requirements in GHMC 17.78.080 and 17.99.330(E); and

c. The parking lot and its associated commercial development complies with all zone transition standards of GHMC 17.99.180.

* * *

Section 80. Subsection 17.72.050(C) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.72.050 Off-street loading berth requirements. Off-street loading berths for passengers and freight shall be provided as given below and shall be on the same lot as the activity served unless the nature of the activities allows several owners to share a common location:

* * *

C. Professional ~~Office~~ Services Uses. One berth required for each 25,000 square feet of building floor area.

* * *

Section 81. Section 17.91.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 82. A new Section 17.91.020 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.91.020 Permitted uses.

Refer to Chapter 17.14 GHMC for uses permitted in the MUD district overlay.

Section 83. Section 17.91.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 84. A new Section 17.91.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.91.030 Conditional uses.

Refer to Chapter 17.14 GHMC for uses conditionally permitted in the MUD district overlay.

Section 85. Subsection 17.91.040(F)(9) of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.91.040 Site development and performance standards.

* * *

F. Performance Standards.

1. Minimum yards (from the property line):
 - a. Front, 15 feet.
 - b. Side, five feet. At least 20 feet is required on the opposite side of a lot having a zero lot line.
 - c. Rear, 15 feet.
2. Maximum Height. The maximum height of a structure shall not exceed 35 feet.
3. Maximum lot area coverage: Forty-five percent, excluding driveways, private walkways and similar impervious surfaces.
4. Landscaping. Landscaping shall comply with the requirements of Chapter 17.78 GHMC and GHMC 17.99.250.
5. Exterior Mechanical Devices. All HVAC equipment, pumps, heaters and other mechanical devices shall be screened from view from all public rights-of-way.
6. Outdoor Storage of Materials. Outdoor storage of materials and supplies, except for authorized sales displays, shall be completely screened from adjacent properties and public rights-of-way.
7. Outdoor Lighting. Outdoor lighting shall conform to the standards of GHMC 17.99.350 and 17.99.460. Such lighting shall be shielded so that direct illumination shall be confined to the property boundaries of the light source. Ground mounted floodlighting or light projection above the horizontal plane is prohibited between midnight and sunrise. Temporary outdoor lighting intended to advertise a temporary promotional event shall be exempt from this requirement.
8. Trash Receptacles. Trash receptacles shall be screened from view. Screening shall be complementary to building design and materials.
9. Design. Development in the MUD district shall conform to the design and development standards contained in Chapter 17.99 GHMC. ~~Two-family dwellings (duplexes)~~ Duplex dwellings shall conform to the design standards defined for single-family dwellings in Chapter 17.99 GHMC.
10. Signage. Signage must comply with the requirements of Chapter 17.80 GHMC.

Section 86. 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 87. 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.

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: _____

DRAFT ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING AMENDING CHAPTER 17.04 DEFINITIONS; ADOPTING NEW DEFINITIONS IN CHAPTER 17.04 FOR ATTACHED DWELLING, FOUR-PLEX DWELLING, TRI-PLEX DWELLING, COMMERCIAL ENTERTAINMENT, HEAVY EQUIPMENT, ESSENTIAL PUBLIC FACILITIES, GOVERNMENT ADMINISTRATIVE OFFICE, KENNEL, MARINA, MARINE SALES AND SERVICE, SKILLED NURSING FACILITY, COMMERCIAL PARKING LOT, PARKS, PERSONAL SERVICES, PRODUCT SERVICES LEVEL 1, PRODUCT SERVICES LEVEL 2, ANCILLARY SALES, HIGHER EDUCATIONAL SCHOOL, PRIMARY SCHOOL, SECONDARY SCHOOL, TAVERN, UTILITIES, VEHICLE WASH AND YACHT CLUB: ADDING NEW SECTIONS 17.04.287, 17.04.289, 17.04.301, 17.04.326, 17.04.327, 17.04.328, 17.04.400, 17.04.431, 17.04.548, 17.04.552, 17.04.630, 17.04.645, 17.04.653, 17.04.657, 17.04.677, 17.04.678, 17.04.708, 17.04.716, 17.04.717, 17.04.718, 17.04.795, 17.04.860, 17.04.873 AND 17.04.878, AND AMENDING SECTION 17.15.010; ALSO REDEFINING EXISTING LODGING-TYPE DEFINITIONS INTO NEW DEFINITIONS FOR LODGING LEVEL 1, LODGING LEVEL 2 AND LODGING LEVEL 3: ADDING NEW SECTIONS 17.04.444, 17.04.445 AND 17.04.446 AND REPEALING SECTIONS 17.04.110, 17.04.103, 17.04.415, 17.04.600; ALSO COMBINING INDUSTRIAL-TYPE USES DEFINED IN TITLE 17 INTO NEW DEFINITIONS FOR INDUSTRIAL LEVEL 1 AND INDUSTRIAL LEVEL 2 AND MARINE INDUSTRIAL: ADDING NEW SECTIONS 17.04.424, 17.04.425 AND 17.04.551; ALSO COMBINING RESTAURANT-TYPE USES DEFINED IN TITLE 17 INTO NEW DEFINITIONS FOR RESTAURANT 1, RESTAURANT 2, RESTAURANT 3 AND RESTAURANT 4, INCORPORATING EXISTING RESTAURANT-TYPE DEFINITIONS INTO NEW DEFINITIONS: ADDING NEW SECTIONS 17.04.702, 17.04.703, 17.04.704, 17.04.705 AND REPEALING SECTIONS 17.04.265 AND 17.04.268; ALSO ADDING DEFINITIONS FOR SALES LEVEL 1, SALES LEVEL 2, SALES LEVEL 3, MARINE BOAT SALES LEVEL 1 AND MARINE BOAT SALES LEVEL 2 TO COMBINE SALES-TYPE USES DEFINED IN TITLE 17: ADDING NEW SECTIONS 17.04.549, 17.04.550, 17.04.709, 17.04.710 AND 17.04.711; ALSO AMENDING THE DEFINITIONS OF ACCESSORY APARTMENT, ANIMAL CLINIC, COMMERCIAL FAMILY DAY CARE FACILITY, HOME OCCUPATION, HOSPITAL, VOCATIONAL/TRADE SCHOOL, MINISTORAGE, MUSEUMS AND TWO-FAMILY DWELLINGS FOR THE PURPOSE OF SIMPLIFICATION AND

CONSISTENCY: AMENDING SECTIONS 17.04.015, 17.04.050, 17.04.240, 17.04.410, 17.04.412, 17.04.555, 17.04.602, AND REPEALING SECTIONS 17.04.310 AND 17.04.873 AND ADDING NEW SECTIONS 17.04.288 AND 17.04.719; ALSO REPEALING THE DEFINITIONS OF DAY NURSERY AND RETIREMENT COMPLEX SINCE THESE TERMS ARE NO LONGER USED IN TITLE 17: REPEALING SECTIONS 17.04.630 AND 17.04.704; ALSO AMENDING THE DEFINITIONS OF ADULT FAMILY HOME AND DAY CARE – FAMILY DAY CARE TO BE CONSISTENT WITH THE REVISED CODE OF WASHINGTON: AMENDING SECTIONS 17.04.025 AND 17.04.264; AMENDING THE DEFINITION OF SINGLE-FAMILY DWELLING, SECTION 17.04.300, TO BE CONSISTENT WITH THE REVISED CODE OF WASHINGTON AND CLARIFY AND SIMPLIFY THE DEFINITION; ALSO AMENDING THE DEFINITIONS OF CLUBS, MULTIPLE-FAMILY DWELLING, PROFESSIONAL OFFICE OR SERVICE AND PUBLIC FACILITY TO CLARIFY BROAD DEFINITIONS AND PROVIDE ADDITIONAL DESCRIPTIONS: AMENDING SECTIONS 17.04.220, 17.04.290, 17.04.680 AND 17.04.690; ALSO AMENDING THE DEFINITION OF DRIVE-IN RESTAURANT TO INCLUDE ALL TYPES OF DRIVE-THROUGH FACILITIES, SECTION 17.04.285; ALSO REPLACING THE DEFINITION OF GASOLINE SERVICE STATION WITH A NEW DEFINITION OF AUTOMOTIVE FUEL DISPENSING FACILITY: ADDING NEW SECTION 17.04.087 AND REPEALING SECTION 17.04.400; ALSO REPLACING THE DEFINITION OF OUTDOOR RECREATION WITH A NEW DEFINITION OF OUTDOOR COMMERCIAL RECREATION: ADDING NEW SECTION 17.04.693 AND REPEALING SECTION 17.04.692; ALSO REPLACING THE DEFINITION OF RECREATIONAL BUILDING WITH A NEW DEFINITION OF INDOOR COMMERCIAL RECREATION: ADDING NEW SECTION 17.04.692 AND REPEALING SECTION 17.04.693; ALSO REPLACING THE DEFINITION OF ACCESSORY USE WITH A NEW DEFINITION OF ACCESSORY USES AND STRUCTURES: ADDING NEW SECTION 17.04.017 AND REPEALING SECTION 17.04.860

WHEREAS, many of the uses defined in the various chapters of Title 17 have been incorporated into the code over time and under differing, and sometimes contradicting terms; and

WHEREAS, some, but not all, of the specified uses of GHMC Title 17 and the Land Use Matrix, Chapter 17.14 GHMC, which was adopted in Ordinance No. ____ are defined in Chapter 17.04, GHMC; and

WHEREAS, the following uses and structures exist in the City, but are not defined in Chapter 17.04, GHMC and the City desires to add definitions for these terms: attached dwelling, four-plex dwelling, tri-plex dwelling, commercial entertainment, heavy equipment, essential public facilities, government administrative offices, kennel, marina, marine sales and services, skilled nursing facility, commercial parking lots, parks, personal services, product services level 1 and 2, ancillary sales, higher educational school, primary school, secondary school, tavern, utilities and vehicle wash; and

WHEREAS, the multiple terms in Title 17 of the Gig Harbor Municipal Code defining the same or similar use has been confusing to the public and to City staff responsible for administering the code; and

WHEREAS, many of the separately defined uses in Title 17 of the Gig Harbor Municipal Code can be grouped into categories of uses that are similar in nature and impact; and

WHEREAS, certain uses defined in Title 17 are similar in nature and impact and for ease of use, the City desires to combine industrial-type uses defined in Title 17 into industrial levels 1 and 2 and marine industrial categories and add definitions for these categories, with industrial level 1 being the least intense; and

WHEREAS, certain uses defined in Title 17 are similar in nature and impact and for convenience, consistency, enforcement and ease of subsequent revision, the City desires to redefine the definitions for the following lodging uses: boardinghouse, bed and breakfast, hotel/motel and motel/hotel, into lodging levels 1, 2 and 3 categories, with lodging level 1 being the least intense, and add definitions for these categories: and

WHEREAS, certain uses defined in Title 17 are similar in nature and impact and for convenience, consistency, enforcement and ease of subsequent revision, the City desires to combine restaurant-type uses defined in Title 17 into restaurants 1 through 4 categories, with restaurant 1 being least intense, and add definitions for these levels, incorporating the definitions for delicatessen and coffee house into the definition of restaurant 1; and

WHEREAS, for the purpose of convenience, consistency, enforcement and ease of subsequent revision, the City desires to combine sales-type uses defined in Title 17 into sales level 1, 2 and 3 categories and marine boat sales levels 1 and 2, with level 1 being least intense, and add definitions for these levels; and

WHEREAS, the City desires to simplify the following definitions for the purposes of convenience, consistency and enforcement: accessory apartment, animal clinic, commercial family day care facility, home occupation, hospital,

vocational/trade school, ministorage, museums and two-family dwellings (duplexes); and

WHEREAS, the City desires to remove the definitions for day nursery and retirement complex as they are no longer in use in Title 17; and

WHEREAS, the City desires to amend the definitions of day care - family day care and adult family home to be consistent with the definitions in Revised Code of Washington; and

WHEREAS, the City desires to amend the definition for single-family dwelling to be consistent with the Revised Code of Washington by removing all references to factory-built, mobile and manufactured dwelling and amending the definition to clarify and simplify the language for ease of use; and

WHEREAS, the City desires to amend the definitions for clubs, multiple-family dwelling, professional office or service and public facility to simplify broad definitions and provide additional description and give examples of specific uses included in the definition; and

WHEREAS, the City desires to amend the definition of drive-in restaurant to include all types of drive-through facilities because the impacts and nature of drive-through facilities such as those at banks, coffee carts, restaurants and pharmacies, are similar; and

WHEREAS, the City desires to replace the definition of gasoline service station with a definition of automotive fuel dispensing facility and simplify the definition for ease of use and enforcement; and

WHEREAS, the City desires to replace the definition of outdoor recreation with a definition of outdoor commercial recreation to distinguish the use from the new parks definition and modify the definition to remove the limitation that a commercial outdoor recreation use must be privately owned and managed; and

WHEREAS, the City desires to replace the definition of recreational building with a definition of indoor commercial recreation for purposes of consistency and ease of use and modify the definition to provide examples of possible commercial indoor recreation uses; and

WHEREAS, the City desires to replace the definition of accessory use with a definition of accessory uses and structures to clarify a broad definition and provide a list of specific uses and structures that are considered accessory; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on December 21, 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 December 21, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 2, 2006 and made a recommendation of approval to the City Council; and

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

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

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

Section 1. Section 17.04.015 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.015 Accessory apartment.

"Accessory apartment" means a residential unit of up to 600 square feet with a functional kitchen, bath, and outside entrance, ~~of up to 600 square feet, attached to or on the same parcel as a single-family residence in an R-1 (single family) in a residential zone.~~ Accessory apartments shall be under the same ownership as the primary residential unit ~~on the same parcel~~ with the owner living on-site in either unit. Accessory apartments shall not be condominiumized or otherwise sold separately.

Section 2. A new Section 17.04.017 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.017 Accessory uses and structures.

"Accessory uses and structures" means care taker dwelling units associated with non-residential uses, residential garages, sheds, similar outbuildings associated with the principal residential uses on the site and temporary buildings for and during construction.

Section 3. Section 17.04.025 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.025 Adult family home.

"Adult family home" ~~is~~ means a facility licensed pursuant to Chapter 70.128 RCW and is defined by RCW 70.128.010 as a residential home in which a person or persons provide personal care, special care, room, and board to more than one but not more than six adults who are not related

~~by blood or marriage to the person or persons providing the services or the regular family abode of a person or persons who are providing personal care, room and board to one adult not related by blood or marriage to the person providing the services.~~

Section 4. Section 17.04.050 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.050 Animal clinic.

~~"Animal clinic" means a stationary facility that is under the direction of a veterinarian licensed by the state of Washington and is established to perform medical and surgical services on animals. examination, diagnostic, prophylactic and medical services on small animals not requiring confinement or supervised care and which are normally kept as pets. Animal clinics shall not tend to poisonous reptiles or animals normally kept as farm animals.~~

Section 5. A new Section 17.04.087 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.087 Automotive fuel dispensing facility.

"Automotive fuel dispensing facility" means any facility that is used for the sale of gasoline or other motor fuels, oil, lubricants and auto accessories, and may or may not include washing, lubricating and other minor services. Painting and/or body work activities are not allowed.

Section 6. Section 17.04.103 of the Gig Harbor Municipal Code is hereby repealed.

Section 7. Section 17.04.110 of the Gig Harbor Municipal Code is hereby repealed.

Section 8. Section 17.04.220 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.220 Clubs and lodges.

~~"Clubs and lodges" means an incorporated or unincorporated association of persons organized for social, educational or charitable purposes. a building or group of buildings under single management where members of an association or fraternal, cultural, or religious organization hold their meetings and may contain rooms and/or dwelling units available for temporary rental, and may contain a restaurant as allowed in the zone.~~

Section 9. Section 17.04.240 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.240 Commercial ~~family day~~ child care facility.

"~~Commercial family day~~ child care facility" means a state licensed business that provides child care ~~for more than 12 children~~ on a daily basis outside of the provider's dwelling.

Section 10. Section 17.04.264 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.264 ~~Day care~~ – Family day-care provider.

"Family day-care provider" means a state licensed day care provider as defined in RCW 74.15.020, who regularly provides day care for not more than 12 children in the provider's home in the family living quarters.

Section 11. Section 17.04.265 of the Gig Harbor Municipal Code is hereby repealed.

Section 12. Section 17.04.268 of the Gig Harbor Municipal Code is hereby repealed.

Section 13. Section 17.04.285 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.285 ~~Drive-in restaurant.~~ Drive-through facility.

"~~Drive-in restaurant~~" means ~~any food or beverage service establishment that contains the following characteristics:~~

~~A. An outside (drive-through) service window;~~

~~or~~

~~B. The provision of services to patrons who are in automobiles on the premises of the eating establishment.~~ "Drive-through facility" means an establishment, as allowed in the zone, that permits customers to receive services or products while remaining in their vehicles.

Section 14. A new Section 17.04.287 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.287 Dwelling, attached.

"Attached dwelling" means a dwelling that is connected to one or more dwellings by common vertical walls, horizontal floor, or a continuous roof structure.

Section 15. A new Section 17.04.288 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.288 Dwelling, duplex.

"Duplex dwelling" means a residential structure with two attached dwelling units and is constructed on a permanent foundation.

Section 16. A new Section 17.04.289 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.289 Dwelling, four-plex.

"Four-plex dwelling" means a residential structure with four attached dwelling units and is constructed on a permanent foundation.

Section 17. Section 17.04.290 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.290 Dwelling, multiple-family

"Multiple-family dwelling" means a residential building that is designed for or occupied by three or more families living independently of each other in separate but attached dwelling units and is constructed on a permanent foundation.

Section 18. Section 17.04.300 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.300 Dwelling, single-family

~~"Single-family dwelling" means a detached building that is a residential structure with one dwelling unit that is constructed on a permanent foundation, is designed for long term human habitation exclusively by one family and constitutes one dwelling unit. For the intent and purpose of this title, a "factory-built dwelling" is classified as a single-family dwelling. A "mobile/manufactured dwelling" is not a single-family dwelling. Single-family dwellings are detached from other single-family dwellings except that accessory apartments may be attached to a single family dwelling.~~

Section 19. A new Section 17.04.301 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.301 Dwelling, tri-plex.

"Tri-plex Dwelling" means a residential structure with three attached dwelling units and is constructed on a permanent foundation.

Section 20. Section 17.04.310 of the Gig Harbor Municipal Code is hereby repealed.

Section 21. A new Section 17.04.326 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.326 Entertainment, commercial.

"Commercial entertainment" means any passive recreational activities including but not limited to movie theaters, performing arts theaters, concert halls, and arcades.

Section 22. A new Section 17.04.327 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.327 Equipment, heavy.

"Heavy equipment" means vehicles or machines capable of lifting or altering heavy objects, moving large quantities of earth and/or stone, extracting natural resources, harvesting, planting or maintaining agricultural/forest products, and other vehicles or machines performing large-scale work tasks. Heavy equipment includes, but is not limited to cranes, bulldozers, earth scrapers, tractors over 80 horsepower, and equipment of a similar nature.

Section 23. A new Section 17.04.328 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.328 Essential public facilities.

"Essential public facilities" include those facilities identified in RCW 36.70A.200 that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, state and local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities, group homes, and secure community transition facilities as defined in RCW 71.09.020.

Section 24. Section 17.04.400 of the Gig Harbor Municipal Code is hereby repealed:

~~**17.04.400 Gasoline service stations.**~~

~~"Gasoline service station" means any area of land, including the structures thereon, that is used for the sale of gasoline or other motor fuels, oil, lubricants and auto accessories, and that may or may not include washing, lubricating and other minor servicing but painting, body work or major engine overhaul or activities are not allowed.~~

Section 25. A new Section 17.04.400 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.400 Government administrative office.

"Government administrative office" means a facility for the executive, legislative, judicial, administrative, and regulatory activities of local, state, federal, and international governments that may perform public services and work directly with citizens. Typical facilities include courthouses, human and social service offices, health offices, and government offices.

Section 26. Section 17.04.410 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.410 Home occupation.

“Home occupation” means any activity conducted for financial gain or profit in a dwelling unit by persons residing therein, and which activity is not generally or customarily characteristic of activities for which dwelling units are intended or designed. ~~S and such activity is clearly incidental or secondary to the residential use of a dwelling unit, and is conducted only by persons residing in the dwelling units.~~

Section 27. Section 17.04.412 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.412 Hospital.

“Hospital” means a 24-hour, ~~emergency care and inpatient institution, in which sick or injured persons can receive medical or~~ and surgical treatment facility.

Section 28. Section 17.04.415 of the Gig Harbor Municipal Code is hereby repealed.

Section 29. A new Section 17.04.424 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.424 Industrial level 1.

"Industrial level 1" means the assembly, production, or storage of finished or semi-finished materials or components into a finished or semi-finished product. Acceptable uses must have minimal nuisance factors such as, but not limited to, noise, light, glare, odors, particulate emissions and hazardous waste. Examples of acceptable uses include contractor's office and/or shop, light assembly, light manufacturing, mailing and packaging facilities, warehousing, cinematography and video production facilities, linen, diaper and similar supply services and laundry facilities.

Section 30. A new Section 17.04.425 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.425 Industrial level 2.

"Industrial level 2" means the assembly, production, or storage of finished, semi-finished, or raw materials or components into a finished or semi-finished product. Acceptable uses may have moderate nuisance factors such as, but not limited to, noise, light, glare, odors, particulate emissions and hazardous waste. Examples of such uses include all Industrial Level 1 uses plus uses such as contractor's yards, moving companies, distribution facilities, frozen food lockers, commercial greenhouses and processing of raw materials, except that refining and smelting are not allowed.

Section 31. A new Section 17.04.431 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.431 Kennel.

"Kennel" means a commercial establishment in which domesticated animals are housed, groomed, bred, boarded, trained, or sold.

Section 32. A new Section 17.04.444 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.444 Lodging level 1.

"Lodging level 1" means a single-family residence which provides overnight lodging for guests, and may provide meals for overnight guests, not to exceed five guest rooms.

Section 33. A new Section 17.04.445 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.445 Lodging level 2.

"Lodging level 2" means an establishment providing sleeping accommodations with a majority of all guest rooms having direct access to the outside without the necessity of passing through the main lobby of the building, with or without food services, and may include conference facilities.

Section 34. A new Section 17.04.446 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.446 Lodging level 3.

"Lodging level 3" means an establishment providing sleeping accommodations with a majority of all guest rooms having direct access through the main lobby of the building, with or without food services, and may include conference facilities.

Section 35. Section 17.04.550 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.542.

Section 36. Section 17.04.551 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.544.

Section 37. Section 17.04.553 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.546.

Section 38. A new Section 17.04.548 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.548 Marina.

"Marina" means a water-dependent facility consisting of a system of piers, buoys or floats which provides moorage and may include related services.

Section 39. A new Section 17.04.549 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.549 Marine boat sales level 1.

"Marine boat sales level 1" means a boat sales brokerage offering services to buyers and sellers, but without on-site outdoor, dry land storage and/or display yard.

Section 40. A new Section 17.04.550 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.550 Marine boat sales level 2.

"Marine boat sales level 2" means a boat sales brokerage offering services to buyers and sellers, with on-site outdoor display yard.

Section 41. A new Section 17.04.551 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.551 Marine industrial.

"Marine industrial" means the assembly, production, or storage of finished or semi-finished materials or components into a finished or semi-finished marine product, and includes the production or sale of fishing equipment and supplies, boat construction and dry land boat storage, sales of fisheries products for human consumption, and commercial fishing operations.

Section 42. A new Section 17.04.552 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.552 Marine sales and service.

"Marine sales and service" means marine related sales of items such as boating equipment, fishing equipment, hardware and supplies, fisheries products for human consumption, bait sales and boat repair.

Section 43. Section 17.04.555 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.555 Ministorage.

"Ministorage" means fully enclosed commercial storage facilities, available to the general public and used solely for the storage of personal property (~~see also "Warehousing"~~).

Section 43. Section 17.04.600 of the Gig Harbor Municipal Code is hereby repealed.

Section 45. Section 17.04.602 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.602 Museum.

~~A "museum" is an institution owned and operated by a nonprofit organization, tribal government, agency of local government, public facility district, or public development authority for which the primary purpose is the procurement, preservation, study, and display of objects of lasting interest or value, and the interpretation of history, heritage art, or culture. Such institutions may also include a museum store, food service, instruction rooms and assembly hall consistent with the mission and purpose of the institution.~~ "Museum" means a building or place for the assembly and public display of rare and/or educational works of art, scientific specimens, or other objects of permanent value.

Section 46. Section 17.04.630 of the Gig Harbor Municipal Code is hereby repealed:

Section 47. A new Section 17.04.630 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.630 Nursing facility, skilled.

"Skilled nursing facility" means a care facility or a distinct part of a facility licensed or approved as a skilled nursing facility or nursing home, infirmary unit of a retirement complex, or a governmental medical institution.

Section 48. A new Section 17.04.645 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.645 Parking lot, commercial.

"Commercial parking lot" means an off-street parking area, a majority of which is available to the public, and such parking is the primary use of the site.

Section 49. A new Section 17.04.653 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.653 Parks.

"Parks" mean land used for active and passive recreation including, but not limited to, local and regional parks, playgrounds, ballfields, water access facilities and non-mechanical boat launches.

Section 50. A new Section 17.04.657 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.657 Personal services.

"Personal services" means an establishment engaged in providing services involving non-medical care of a person and/or his or her personal goods or apparel. Examples of such uses include: Laundromats, drycleaners, barbers, hairstyling salons, spa services, photography studios, dance schools, karate schools, exercise facilities, postal services, financial institutions, and photocopying services.

Section 51. A new Section 17.04.677 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.677 Product services level 1.

"Product services level 1" means businesses engaged in servicing, repair or maintenance of small personal items such as shoes, small appliances, computers, watches and clocks, jewelry, and clothing, etc.

Section 52. A new Section 17.04.678 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.678 Product services level 2.

"Product services level 2" means all product services level 1 uses plus large appliance repair, auto repair, boat repair and garden equipment repair.

Section 53. Section 17.04.680 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.680 Professional ~~office or services.~~

~~"Professional office or services" is the use of a facility or structure for the provision of a specialized service or skill. Professional offices or services are not involved in the sale or lease of a product or merchandise on-site~~
means specialized services or skills provided in an office setting, such as lawyers, licensed health care providers, architects, engineers, consultants, accountants and financial advisors.

Section 54. Section 17.04.690 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.04.690 Public facility /private services.

~~"Public facility or private services" means a structure or grouping of structures or use of land which is owned or operated by a public institution, either city, county, state or federal~~ uses such as libraries, fire

stations, police stations, government and school maintenance and storage facilities, and public parking lots.

Section 55. Section 17.04.692 of the Gig Harbor Municipal Code is hereby repealed.

Section 56. A new Section 17.04.692 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.692 Recreation, indoor commercial.

"Indoor commercial recreation" means any indoor active recreational use, including but not limited to tennis centers, fitness centers, bowling, skating, and swimming.

Section 57. Section 17.04.693 of the Gig Harbor Municipal Code is hereby repealed.

Section 58. A new Section 17.04.693 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.693 Recreation, outdoor commercial.

"Outdoor commercial recreation" means any outdoor active recreational use, including but not limited to tennis, golf, outdoor fitness centers, skating and swimming.

Section 59. A new Section 17.04.702 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.702 Restaurant 1.

"Restaurant 1" means an establishment serving food and nonalcoholic beverages that operates without a grille or deep-fat fryer.

Section 60. A new Section 17.04.703 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.703 Restaurant 2.

"Restaurant 2" means an establishment where food and drink are prepared, served, and consumed primarily within the principal building, and may also include associated lounges.

Section 61. Section 17.04.704 of the Gig Harbor Municipal Code is hereby repealed.

Section 62. A new Section 17.04.704 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.704 Restaurant 3.

"Restaurant 3" means a restaurant that sells wine and beer for on-premise consumption as defined by RCW 66.04 Liquor and Tobacco Laws and Rules of the State of Washington.

Section 63. Section 17.04.705 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.712.

Section 64. A new Section 17.04.705 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.705 Restaurant 4.

"Restaurant 4" means a restaurant that sells wine, beer, and spirits for on-premise consumption as defined by RCW 66.04 Liquor and Tobacco Laws and Rules of the State of Washington.

Section 65. Section 17.04.706 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.713.

Section 66. A new Section 17.04.708 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.708 Sales, ancillary.

"Ancillary sales" means sales directed towards the employees or patrons of a primary permitted use with no exterior signage.

Section 67. A new Section 17.04.709 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.709 Sales level 1.

"Sales level 1" means general sales including grocery stores, hardware stores, variety stores, nurseries, pharmacies, bakeries, flower shops, and similar general retail uses.

Section 68. Section 17.04.710 of the Gig Harbor Municipal Code is hereby renumbered to Section 17.04.715.

Section 69. A new Section 17.04.710 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.710 Sales level 2.

"Sales level 2" means automobiles, trucks, motorcycles, recreational vehicles, boats and trailer sales.

Section 70. A new Section 17.04.711 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.711 Sales level 3.

"Sales level 3" means heavy equipment sales and rentals, and including outdoor bulk sales of building and landscaping supplies.

Section 71. A new Section 17.04.716 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.716 School, higher educational.

"Higher educational school" means a public or private post secondary educational facility.

Section 72. A new Section 17.04.717 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.717 School, primary.

"Primary school" means a public or private Washington State accredited K-8 school, including accessory playgrounds and athletic fields.

Section 73. A new Section 17.04.718 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.718 School, secondary.

"Secondary school" means a public or private Washington State accredited 9-12 school, including athletic fields

Section 74. A new Section 17.04.719 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.719 School, vocational/trade.

"Vocational/trade school" means a public or private educational facility teaching skills that prepare students for jobs in a trade or occupation.

Section 75. A new Section 17.04.795 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.795 Tavern.

"Tavern" means an establishment used primarily for the serving of liquor by the drink to the general public and where food or packaged liquors may be served or sold only as accessory to the primary use.

Section 76. Section 17.04.860 of the Gig Harbor Municipal Code is hereby repealed.

Section 77. A new Section 17.04.860 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.860 Utilities.

"Utilities" includes public or private domestic water systems, storm and sanitary sewer systems, electric distribution systems, telephone systems, and water storage facilities, excluding wireless communication facilities.

Section 78. Section 17.04.873 of the Gig Harbor Municipal Code is hereby repealed.

Section 79. A new Section 17.04.873 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.873 Vehicle wash.

"Vehicle wash" means an area of land and/or a structure used principally for the cleaning, washing, polishing, or waxing of motor vehicles.

Section 80. A new Section 17.04.878 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.878 Yacht club.

"Yacht club" means a building or group of buildings where members of a boating association hold their meetings and may contain rooms and/or dwelling units available for temporary rental, and may contain a restaurant as allowed in the zone.

Section 81. Section 17.15.010 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.15.010 Intent and definitions

A. The public-institutional district is intended provide for the siting and maintenance of publicly owned facilities and institutions which could not be reasonably sited in any other district.

B. "Public facilities" are defined in RCW 36.70A.030(12) as streets, roads, highways, sidewalks, street and road lighting systems, traffic signals, domestic water systems, storm and sanitary sewer systems, parks and recreational facilities and schools. The term "public facilities," as used in this chapter, shall mean any use, activity or facility which is owned and operated by the city of Gig Harbor, the Peninsula School District, Pierce County or any incorporated city within Pierce County and the state of Washington, including any office of the state of Washington.

~~C. "Essential public facilities" are defined in RCW 36.70A.200 as those facilities are typically difficult to site, such as airports, state educational facilities and state or regional transportation facilities, state and local correctional facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities and group homes.~~

D C. For existing facilities, the PI district shall be applied accordingly. For new facilities, the PI district shall be applied in conjunction with an application for site plan review.

Section 82. 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 83. 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.

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: _____

DRAFT ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, COMPILING THE EXISTING REQUIREMENTS FOR PARKING RELATING TO NEW DEVELOPMENT IN A MATRIX, AND ADOPTING NEW PARKING REQUIREMENTS FOR NEW USES INCLUDED IN THE LAND USE MATRIX ADOPTED IN ORDINANCE NO. ____, INCLUDING HIGHER EDUCATIONAL SCHOOLS, VOCATIONAL/TRADE SCHOOLS, ESSENTIAL PUBLIC FACILITIES, UTILITIES, COMMERCIAL CHILD CARE, OUTDOOR COMMERCIAL RECREATION, ADULT ENTERTAINMENT FACILITIES, ACCESSORY USES AND STRUCTURES; REPEALING GHMC SECTION 17.72.030 AND ADOPTING A NEW SECTION 17.72.030.

WHEREAS, the requirement for off-street parking spaces are currently included in text, within Gig Harbor Municipal Code Section 17.72.030; and

WHEREAS, for ease of reference, and to be consistent with the Land Use Matrix, Chapter 17.14 GHMC, which was adopted in Ordinance No. ____, the requirements for parking have been included in a parking matrix; and

WHEREAS, Section 17.72.030 does not include all of the uses that have been included in Chapter 17.14 GHMC, adopted in Ordinance No. ____; and

WHEREAS, no off-street parking requirements exist for the following uses that are now included in the Parking Matrix and the City desires to adopt off-street parking requirements for these uses: higher educational schools, vocational/trade schools, essential public facilities, utilities, commercial child care, outdoor commercial recreation, adult entertainment facility, accessory uses and structures. Off-street parking spaces for these uses were determined by applying the off-street parking requirement of a use that most closely resembled these listed uses; and

WHEREAS, the attached Parking Matrix has been drafted to include all of the uses shown in the Land Use Matrix, Chapter 17.14 GHMC, which was adopted in Ordinance No. ____; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on December 21, 2005 pursuant to WAC 197-11-350; and

3. Amendments to GHMC 17.72 Off-Street Parking and Loading Requirements

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on December 21, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on March 2, 2006 and made a recommendation of approval to the City Council; and

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

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

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

Section 1. Section 17.72.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Section 17.72.030 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.72.030 Number of off-street parking spaces.

The following is the number of off-street parking spaces required for each of the uses identified below:

Use	Required Parking
Dwelling, Single-Family	Two off-street parking spaces per dwelling unit.
Dwelling, Duplex	Two off-street parking spaces per dwelling unit.
Dwelling, Tri-plex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, Four-plex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, Multiple-Family	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Accessory Apartment	One off-street parking space per accessory apartment in addition to parking required for primary dwelling unit.
Family Day-care Provider	Two off-street parking spaces in addition to parking required for any other use.
Home Occupation	One off-street parking space in addition to parking required for any other use; two parking spaces shall be required if the occupation requires customers or clients to visit the premises at any time.

3. Amendments to GHMC 17.72 Off-Street Parking and Loading Requirements

Use	Required Parking
Adult Family Home	Two off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹ Two off-street parking spaces.
Independent Living Facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Assisted Living Facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Skilled Nursing Facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Hospital	One off-street parking space for every two beds based on maximum capacity as determined by the International Building Code.
School, Primary	One off-street parking space for every five seats in the main auditorium or assembly room.
School, Secondary	One off-street parking space for every four seats in the main auditorium or assembly room, or three off-street parking spaces for every classroom plus one additional off-street parking space for each staff member or employee, whichever is greater.
School, Higher Educational	One off street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
School, Vocational/Trade	One off street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
Government Administrative Office	One off-street parking space for every 300 square feet of floor area.
Public/Private Services	For libraries: One off-street parking space for every 1,000 square feet of floor area; For police stations and fire stations: one off-street parking space for every 300 square feet of floor area; For maintenance and storage facilities: one off-street parking space for every 500 square feet of floor area.
Religious worship, house of	One off-street parking space for every four fixed seats in the facility's largest assembly area. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon not less than 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the floor area to be occupied by such chairs shall be considered as a seat.
Museum	One off-street parking space for every 1,000 square feet of floor area.
Community Recreation Hall	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Yacht Club	One off-street parking space for every two beds plus one space for each four persons of the building's maximum seating capacity as determined by the International Building Code.
Clubs and Lodges	One off-street parking space for every two beds plus one space for each four persons of the building's maximum seating capacity as determined by the International Building Code.
Parks	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Essential Public Facilities	Parking required as per underlying use.

3. Amendments to GHMC 17.72 Off-Street Parking and Loading Requirements

Use	Required Parking
Utilities	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the use proposed.
Lodging Level 1	One and one-quarter off-street parking space for each room to rent in addition to two off-street parking spaces for the single-family residence.
Lodging Level 2	One and one-quarter off-street parking space for each room to rent.
Lodging Level 3	One and one-quarter off-street parking space for each room to rent.
Personal Services	One off-street parking space for every 300 square feet of floor area.
Product Services Level 1	One off-street parking space for every 300 square feet of floor area.
Product Services Level 2	One off-street parking space for every 400 square feet of floor area, except for auto repair. For auto repair, four off-street parking spaces for each service bay.
Professional Services	One off-street parking space for every 300 square feet of floor area except for medical and dental offices. For medical and dental offices, one off-street parking space for every 250 square feet of floor area.
Sales Level 1	One off-street parking space for every 300 square feet of floor area.
Sales Level 2	One off-street parking space for every 400 square feet of floor area.
Sales Level 3	One off-street parking space for every 400 square feet of floor area.
Ancillary Sales	One off-street parking space for every 300 square feet of floor area.
Commercial Child Care	One off-street parking space for every 5 possible seats in the main auditorium or assembly rooms.
Commercial Recreation, Indoor	One off-street parking space for every possible four seats in the auditoriums and assembly rooms based on maximum capacity as determined by the International Building Code; for bowling alleys, five off-street parking spaces for each alley.
Commercial Recreation, Outdoor	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Commercial Entertainment	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Automotive Fuel Dispensing Facility	One off-street parking space for every two fuel pumps, if service bays are not provided. If service bays are provided, four off-street parking spaces for each service bay.
Vehicle Wash	Two off-street parking spaces per service bay plus one space for every two employees. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the vehicle wash shall be provided near the entrance to the wash bay(s). One car length within the stacking lane shall be equal to the length of a standard parking space.
Commercial Parking Lot	None required
Animal Clinic	One off-street parking space for every 250 square feet of floor area.
Kennel	One off-street parking space for every 300 square feet of floor area.
Adult Entertainment Facility	Parking required as per underlying use.
Restaurant 1	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.

3. Amendments to GHMC 17.72 Off-Street Parking and Loading Requirements

Use	Required Parking
Restaurant 2	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Restaurant 3	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Restaurant 4	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Tavern	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Drive-through Facility	One off-street space for every two employees assigned to the drive-through service area. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the drive-through facility shall be provided near the drive-through service area. One car length within the stacking lane shall be equal to the length of a standard parking space.
Marina	For moorages/slips less than 45 feet, one off-street parking space for every two berths; for moorages/slips 45 feet or longer, one space for every berth. All moorage facilities shall provide a minimum of two parking spaces. If a commercial or residential development is to be combined with a watercraft usage requiring parking, the usage which generates the larger number of spaces shall satisfy the requirements of the other usage. ²
Marine Sales And Service	One off-street parking space for every 300 square feet of floor area except for boat sales and repair. For boat sales and repair, one off-street parking space for every 400 square feet of floor area.
Marine Boat Sales Level 1	One off-street parking space for every 300 square feet of floor area.
Marine Boat Sales Level 2	One off-street parking space for every 400 square feet of floor area.
Ministorage	One off-street parking space for every 500 square feet of floor area.
Industrial Level 1	One off-street parking space for every 500 square feet of floor area.
Industrial Level 2	One off-street parking space for every 500 square feet of floor area, except for moving companies and distribution facilities. For moving companies and distribution facilities, one off-street parking space for each vehicle in use, at any time, in the conduct of business.
Marine Industrial	One off-street parking space for every 500 square feet of floor area.
Wireless Communication Facility	None Required
Accessory Uses and Structures	Parking required as per underlying use.
For any other use not specifically mentioned or provided for, the director shall determine the standards to be applied for parking using as a guide the uses listed above that most closely resemble the uses proposed.	

¹ If the facility or home is used exclusively for the housing of the elderly, disabled or handicapped, the decisionmaker may allow a portion of the area required for off-street parking to be reserved as a landscaped area if the decisionmaker finds that the required off-street parking is not immediately required and is in the best interest of the neighborhood.

² See GHMC 17.48.070 for additional requirements for parking and loading facilities in the WM district.

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.

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: _____



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: LITA DAWN STANTON, CLG COORDINATOR
SUBJECT: HISTORIC STRUCTURES REPORT (HSR) FOR EDDON BOAT BUILDING
DATE: APRIL 10, 2006

BACKGROUND

In November of 2004, Eddon Boat Building was purchased by the City as part of the Land Acquisition & Development Bond Proposition #1.

Explanatory Statement – General Election publication: *“This proposition will also authorize the City of Gig Harbor to undertake initial restoration of the Eddon boatyard and dock for historical, cultural, educational and recreational purposes.”*

In order to expand the use and allow public access, the building will require upgrades (fire, safety and ADA requirements). Historic building codes do allow some flexibility but the first step is to develop a comprehensive plan that can be used to prioritize the feasibility of each upgrade as it relates to overall preservation goals.

A Historic Structures Report (HSR) is a systematic examination and analysis of the structures, and the architectural features that define the character of each element contributing to the overall historic value of the site. It will be used to provide a basis for decisions relating to the maintenance, restoration and rehabilitation of the site. It will also establish Eddon Boat’s historic relevance and strengthen the City’s 2006/2007 Washington State Heritage Capital Projects Fund grant application. The cost of the HSR, and preliminary structural upgrade and preservation estimates identified in the HSR will be included in the Heritage Grant request.

After reviewing proposals from 2 of 3 architects specializing in historic preservation contacted to submit bids for a HSR, Eysaman and Company was selected. Gerald Eysaman brings the added expertise of Artifacts Consulting and Ellisport Engineering, who will assist him in developing the HSR report. He is available to begin the work immediately.

FISCAL CONSIDERATION

Funding for the HSR on Eddon Boat (\$14,999.75) was budgeted in the 2006 Parks Development Fund.

RECOMMENDATION

Staff recommends authorization of the Consultant Services Agreement with Gerald Eysaman and Company to perform the Historic Structures Report for Eddon Boat Building.

CONSULTANTS SERVICE CONTRACT
Between
THE CITY OF GIG HARBOR
and
EYSAMAN & COMPANY

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and EYSAMAN & COMPANY, a corporation organized under the laws of the State of WASHINGTON, located and doing business at, 405 SIXTH AVENUE, #200, TACOMA, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the HISTORIC STRUCTURES REPORT FOR EDDON BOAT, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated MARCH 23, 2006, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work

described in **Exhibit A** shall be completed by JUNE 1, 2006; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II (A), above.

VI. Discrimination

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

VII. Indemnification

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of

the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT
Gerald Eysaman
EYSAMAN & COMPANY
405 Sixth Avenue, #200
Tacoma, WA 98402
(253) 272-1267

Charles L. Hunter
Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-8136

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this
_____ day of _____, 200__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Gerald Eysaman
EYSAMAN & COMPANY
405 Sixth Avenue, #200
Tacoma, WA 98402
(253) 272-1267

Charles L. Hunter
Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-8136

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT 'A'



405 Sixth Avenue, N^o. 200 / Tacoma, Washington 98402
tel (253) 272.5934 fax (253) 272.1267 EysamanCo @ aol.com

23 March 2006

Lita Dawn Stanton
CLG Support
(253) 851-6170

Dear Lita and the Eddon Boat Building Committee,

I am please to express my interest in producing a Historic Structures Report for the Eddon Boat Building, Dock and Marine Ways for the City of Gig Harbor. The services will prepare a HSR in accordance with the standards of the National Park service and the Washington State Office of Archaeology and Historic Preservation.

As per the project goals, we will provide a systematic examination and analysis of the structures, and the architectural features that define the character of each element contributing to the overall historic value of the site [Eddon Boat Building, Dock and Marine Ways]. We understand that the objective of this report is to assist the City of Gig Harbor in their effort to preserve the site, retain the site's historic integrity and develop it for the public benefit of the citizens of Gig Harbor. It will serve as an extensive repository of information for local, state and regional records. It will provide a basis for decisions relating to the maintenance, restoration and rehabilitation of the site.

We acknowledge the predefined Scope of Work: *A history of the property, a conditions assessment of all structures, and recommendations for preservation of the structures to include:*

- Preliminary site walk-thru
- Historical Research
- Existing Conditions (field survey, photo documentation, material investigation & testing)
- Site Evaluation (setting & site, foundation, interior/exterior walls, roof & drainage, entrances, building systems)
- Findings: Preservation Priorities & Opportunities
- Development Recommendations (short & long-term)
- Structural Analysis (engineering overview)

Additionally, as part of my understanding of the scope:

- ◆ Preliminary meetings and building walk-thru's I attended with members of the Boat Building committee and city officials further outlined your goals and vision of a public use for this building.
- ◆ A current Historic Nomination Report prepared by you for the building will provide a substantial foundation for historical research.
- ◆ The members of the boat building committee and officials of the City of Gig Harbor will remain actively engaged in the process of developing a plan for the preservation/ rehabilitation/ adaptive reuse of different portions of the building and will be available for reviews.

Gerald KB Eysaman, principal of Eysaman & Company will lead and direct all efforts of this project. In an attempt to meet funding deadlines, Artifacts Consulting will assist Eysaman &

Company in preparing portions of the historical research, existing conditions, and findings. Ellisport Engineering will be engaged to provide structural analysis.

I propose doing the work for \$14,999.75. This includes the work of Eysaman & Company, Artifacts Consulting and Ellisport Engineering. See the attached allocation of services.

We will make all efforts to complete sufficient components of the HSR to meet the State Historic Preservation grant application deadline and expeditiously develop a preliminary design concept/phased master plan, thereafter.

I am in the process of investigating the additional insurance requirements requested by the City of Gig Harbor. The city attorney is reviewing my proposed revised liability language to the contract. Its resolution is pending.

I hope this meets all your needs and requirements, if not please contact me. I look forward to continuing with all of you on this project.

Regards,

Gerald KB Eysaman, AIA

Eddon BoatYard Proposal

23 March 2006

	0%	E&CO	0%	Artifacts	0
Preliminary Walk-Thru		0	0		
Site					
Historical Research	2%	1	18%	8	
Historical Research		1		8	
Existing Condition	31%	19	36%	16	
Existing Condition Survey		2		10	
Field Survey		8		0	
Record Photography		1		2	
Survey Documentation		8		4	
Material Investigation & Testing		0		0	
Evaluation	5%	3	27%	12	
Evaluation of Significance		2		6	
Selection of Treatment		1		6	
Develop Recommendations	49%	30	0%	0	
Propose review assess		30		0	
Report Preparation	13%	8	18%	8	
Final Report Preparation		6		6	
Coordination Meeting		2		2	
Contingency:	115%	61	115%	44	\$ 9,280.00
		70.15		50.6	\$ 10,672.00
		\$ 80.00		\$ 100.00	

REIMBURSIBLES

B&W Printing(3 copies):	\$	84.00
Color Printing (2 copies):	\$	93.75
Travel:	\$	250.00

Reimbursibles	\$	427.75
Ellisport Engineering	\$	3,900.00
Testing Laboratory	\$	-
Contingency: 100%	\$	4,327.75

Total Fee: \$ 14,999.75



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STAFF REPORT - PLANNING COMMISSION WORK PROGRAM
DATE: APRIL 10, 2006

INFORMATION/BACKGROUND:

The Planning Division has recently seen the departure of two employees, our Planning Manager, Rob White and an Associate Planner, Kristin Moerler. These two positions have been advertised, but replacements have not yet been found. Due to the departures, staff focus will be on the current planning projects workload to ensure that code required timelines are met. Under normal circumstances, the senior planner would prepare and process text amendments desired by Council. However, text amendments take considerable staff time to write and prepare.

The Community Development Department is requesting that text amendments be put on hold until the two positions are filled. This will allow for the timely processing of current planning projects while staffing levels are low. Putting text amendments on hold will not affect the processing of the 2006 Comprehensive Plan Amendments. The worksession for the amendments was held last Thursday, April 6, 2006; the public hearing has been noticed for April 20, 2006.

In addition, three text amendments have been proposed which need to be accepted by Council and placed in the Planning Commission's Work Program tiers. The new text amendments are as follows:

TPU Right-of-Way Landscaping Requirements, City-sponsored, submitted March 27, 2006: At your last Council Meeting, you directed staff to prepare a ordinance for Planning Commission review which would clarify when a 30-foot buffer is required along the TPU right-of-way. (GHMC 17.78.090)

Application of Mixed Use District Overlay, City-sponsored: The City Attorney is proposing an amendment to Chapter 17.91 which will define when and how the MUD overlay can be utilized. The current code's silence on this issue has led to confusion for developers desiring to implement this overlay; it is unclear whether a rezone is required to utilize the standards in this chapter.

Nonconforming Lot Adjustments, City-sponsored, requested by Planning Commission at its February 16, 2006 meeting: After discussing the nonconforming lot combination amendment, the Planning Commission moved that the "City Council direct the Planning Commission to look at having staff draft a proposal to modify the

Boundary Line Adjustment section to allow nonconforming lots to become less nonconforming.” The Planning Commission felt that nonconforming lot adjustments were needed to allow infill and development in Gig Harbor. A basic example of a situation when a nonconforming lot adjustment may be warranted is in the case of a 3,000 square foot lot in an R-1 zone, next to a 10,000 square foot lot. The 3,000 square foot lot is quite small and would most likely require variances to provide reasonable use of the property. The 10,000 square foot lot is 2,800 square feet over the minimum lot size of 7,200 square feet. However, under the current code, the 3,000 square foot lot could not take those additional 2,800 square feet, becoming 5,800 square feet, a more reasonable lot size, because it does not meet the minimum lot size of 7,200 square feet. The Planning Commission would like staff to prepare a text amendment which would allow for this type of boundary line adjustment.

The current Planning Commission Work Program is:

First Tier:

2006 Comprehensive Plan Amendments *(to be completed by end of April)*
Limiting Office Uses in Waterfront Millville *(submitted by Carol Davis on June 24, 2005)*
Height Restriction Area Criteria Amendment *(submitted by Halsan Frey, LLC, on September 12, 2005)*

Second Tier:

Modifying Building Size Limitations in the RB-1 zone *(City-sponsored)*
Hearing Examiner Review of Development Agreements *(City-sponsored)*

Third Tier:

Zoning Code Definitions Consolidation *(City-sponsored)*
Codifying a Process for Comprehensive Plan Amendments *(City-sponsored)*

RECOMMENDATION

The Community Development Department recommends that text amendment processing be put on hold until all positions are filled in the Planning division.

The staff also recommends that once text amendment processing begins again, the Planning Commission review the existing and new text amendments in the following tiers:

First Tier:

Limiting Office Uses in Waterfront Millville
Height Restriction Area Criteria Amendment
TPU Right-of-Way Landscaping Requirements
Application of Mixed Use District Overlay

Second Tier:

Nonconforming Lot Adjustments

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