

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
December 12, 2005 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION: Environmental Excellence Award – Department of Ecology.

SWEARING IN CEREMONIES:

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|-------------------------|-----------------------------|---------------------------|
| Mayor Chuck Hunter | Councilmember Steven Ekberg | Councilmember Derek Young |
| Councilmember Tim Payne | Councilmember Paul Kadzik | Judge Michael Dunn |

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 November 28, 2005.
2. Correspondence / Proclamations: a) Youth Health Awareness Day; b) Letter from the Department of Archaeology & Historic Preservation; c) Letter from DCTED; d) Letter from Sierra Bucher.
3. Assigned Counsel Agreement – 2006.
4. Renewal of Interlocal Agreement – Fire Investigation Agreement with Pierce County.
5. Eddon Boat Net Shed Re-Roofing Contract Authorization.
6. Resolution 658 – Declaration of Surplus Property.
7. Public Use of City Civic Center Facilities - Policy and Agreement.
8. 36th / Pt. Fosdick Intersection Improvement Project – Change Order No. 1.
9. City Shop Ventilation System – Contract Authorization.
10. Approval of Payment of Bills for December 12, 2005:
Checks #48874 through #48979 in the amount of \$336,117.28.
11. Approval of Payroll for the month of November:
Checks #4029 through #4065 and direct deposit entries in the amount of \$255,104.89.

OLD BUSINESS:

1. Second Reading of Ordinance – Hall Street Vacation.
2. Second Reading of Ordinance – Increasing Monthly Water Rates.
3. Second Reading of Ordinance – Increasing Monthly Sewer Rates.

NEW BUSINESS:

1. Appointment to the Planning Commission.
2. Resolution for Public Hearing F.H. Adams Addition Alley Vacation Request – Willis/Ross Condominium Building.

STAFF REPORT:

1. Jennifer Sitts, Senior Planner – Planning Commission Work Program.
2. Stephen Misiurak, City Engineer – Eddon Boat EPA Grant Applications.
3. Mike Davis, Chief of Police – GHPD November Statistics.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT: Moving Forward with Partnerships

ANNOUNCEMENT OF OTHER MEETINGS:

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 28, 2005

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

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE:

PUBLIC HEARINGS:

1. 2006 Proposed Budget. Mayor Wilbert opened the public hearing at 7:04 p.m. David Rodenbach, Finance Director, gave a brief overview of changes since the last reading of the proposed 2006 Budget. He explained that at Council's directive, an objective was created for a major street project savings program. A second major change was the budgeting of \$30,000 for a review analysis of the Planning / Building Department at the request of the Mayor Elect, Chuck Hunter.

No one signed up to speak at the public hearing and the Mayor closed the hearing at 7:07 p.m. and opened the next public hearing.

2. City's Six-Year Transportation Improvement Plan 2006-2011. Steve Misiurak, City Engineer, introduced the annual update to the Six-Year TIP. He explained that the changes are the deletion of the 36th & Pt. Fosdick project and the addition of the pedestrian crossing of SR-16, which involves no city funds.

No one signed up to speak and the Mayor closed the hearing at 7:09 p.m. and opened the next public hearing.

3. Wetland and Critical Area Regulation Revision. John Vodopich, Community Development Director, explained that the city is required under the State's Growth Management Act to review the Critical Areas Wetlands Regulations to incorporate the best available science techniques and any recent changes in law. This was to be completed at the end of 2004, but Council deferred action until a complete wetland inventory could be completed. Adolfson and Associates completed the inventory in October, and the proposed ordinance includes several changes in response to review by the Planning Commission and the Community Development Committee. He gave an overview of the recommended changes.

Councilmember Dick asked for clarification on the protection of aquifer recharge areas. John Vodopich asked Teresa Vanderburg of Adolfson and Associates to address his questions.

Ms. Vanderburg explained that critical aquifer recharge areas are not the same as wetlands and were not inventoried.

Councilmember Young added that the WIRA group did a large inventory of aquifer recharge areas, but without access to private properties, it may not be complete. He recommended contacting Jennifer Sitts, Associate Planner, who is very active in this area.

Doug Sorensen – 9409 No. Harborview Drive. Mr. Sorensen commented that the recommended changes to setbacks are the same as those adopted by Pierce County and voiced concern that these figure double the limits. He asked what science is causing the city to increase the buffers. He asked if the current buffering limits are not working or if we are just creating an issue. His last comment was to recommend a delay action until other people could attend and comment.

John Vodopich said that this ordinance is in response to an unfunded state mandate. A consulting firm was hired to identify the city's wetlands and to incorporate best available science. He pointed out that these buffers are on the low end of what has been recommended by the Department of Ecology. He continued to explain that this update helps to standardize the rating of wetlands and takes into account recent studies that justify the rationale for these buffers.

Councilmember Ruffo asked if we knew the impact of these amendments to property owners. Mr. Vodopich explained that not specifically, as the inventory was done from public right of ways and permission to access private property.

Councilmember Conan asked if there was a percentage breakdown of particular wetland categories.

Ms. Vanderburg said that one Category One Wetland was identified so far. She said that it is a very low, perhaps less than 5%. The majority of the wetlands are Category Three. The effects of the larger buffers in the city are very limited.

Carol Morris, City Attorney, explained a recent case on the issue of incorporation of Best Available Science in Critical Areas Ordinances and cited the three-part test for upholding a determination.

Eric Barta – 9512 Randall Drive. Mr. Barta asked how salmon runs affect these category ratings.

Ms. Vanderburg explained that the presence of salmonoids does not affect the wetland rating except for the habitat scoring portion of the rating form. It does affect the rating of streams.

Maureen Barta - 9512 Randall Drive. Ms. Barta said that she owns property at 9508 Wheeler. She voiced concern that not enough people knew about the ratings and that this should be delayed. She said that the salmon runs in front of Crescent Creek, and asked what would happen now that this is changed from a Class 1 to a Class 2 Category.

Carl Halsan – 7218 North Creek Loop. Mr. Halsan asked whether the estuarine areas around Gig Harbor Bay are considered wetlands under the new rules and if so, do they fall under the jurisdiction of the Shoreline Management Act. He asked if there is no best science to address wetland buffers in these estuarine tideland areas.

Ms. Vanderburg explained that her report refers to certain areas in the estuarine zone that do not classify as wetlands such as non-vegetative mudflats that are not covered. The science that the state has put together is focused only on freshwater wetlands and does not cover estuarine wetlands at all. She recommended that language be added to the limitations in order to clarify the intent.

David Fisher – 6815 Cascade Avenue. Mr. Fisher talked about the creation of wetlands by construction and asked about setbacks for such things as storm ponds and ravines dammed by roads. He asked why the city should have the same standards as those adopted in the rural areas.

Eva Jacobsen – PO Box 2314. Ms. Jacobsen said that she had a chance to see the widespread effects of the Critical Areas Ordinance passed by Pierce County. She said that she has talked to wetlands specialists, staff planners, biologists and others who all have different opinions on how well these new rules are working. She said that there is concern that the process is cumbersome and over burdensome to the public and staff. Ms. Jacobsen recommended that Council obtain more input from a variety of sources as this is a very important ordinance that deserves careful consideration. She stressed the need to consider the effects on buildable lands as well as parks.

Councilmember Ruffo asked why she thought this was an important ordinance. Ms. Jacobsen responded that she thought there needed to be a unified way of rating to further enhance or protect wetlands. Some staff members believe that this particular rating system goes too far and some think it is wonderful.

Councilmember Picinich commented that he agreed that the city shouldn't be compared with Pierce County and should obtain more input from the citizens. Ms. Jacobsen then said that several road improvement projects on the Six-year TIP might be impacted.

John Vodopich explained that the deadline for passing this was December 2004 and the consequences of no action is that the city will be deemed as non-compliant with the state GMA. This puts the city in jeopardy of obtaining grants or loan funds offered through the state. Councilmember Young added that no other jurisdiction was able to comply and so the state has extended the deadline until the end of 2005. Mr. Vodopich explained that no funds have been earmarked in the 2006 budget for professional assistance such as a wetlands specialist and Council may wish to adjust the budget.

Chuck Meacham – 9509 Wheeler Avenue. Mr. Meacham suggested adding a Fisheries Biologist to the definitions list. He then asked why Crescent Creek and Donkey Creek had been deleted as critical areas.

Ms. Vanderburg explained that an entire section had been added to address performance standards for all streams in the city and so these two were deleted in the paragraph that Mr. Meacham referenced.

Beverly Simpson – PO Box 2632. Ms. Simpson said that she too was concerned with the removal of reference to Crescent Creek and agreed that it would be good to further review the revisions. She asked why the Category One Wetland referenced in the habitat assessment report by David Evans and Associates on Wheeler Street end had been removed. Councilmember Young clarified that David Evans and Associates was using an old rating system when the report was prepared. The Type One Category is now a Type Two rating.

Ms. Simpson then recommended clarification on the language for permitted uses in wetland buffer areas when a project is adjacent to a spawning creek.

Matt Halvorsen – 13429 100th Street. Mr. Halvorsen said that the Category One buffers should not be set at the low end of the Department of Ecology recommendations for the most critical of wetlands. He added that wetlands function the same whether they are located in rural or urban areas and deserve the same level of protection. He thanked the city for completing a wetlands inventory and asked why this was not included in the National Wetlands Inventory and Pierce County Inventory. He then asked for clarification on the term “hydrologically isolated” as it was not included in the definitions page. Mr. Halvorsen agreed that more time should be taken to consider the impacts of this ordinance as there seems to be many misunderstandings.

Rob Hayden – 1508 Goodrich Drive NW. Mr. Hayden commented that the majority of concerns are coming from those wanting to build something. He asked if there is any way to identify if the buffers are effective in protecting the wetlands and then develop the means of pro-rating the buffers in designated areas that would allow citizens to build.

Wade Perrow – 9119 North Harborview Drive. Mr. Perrow addressed conflicting information in the technical report on page 52. He said that he owns property at 140421 Burnham Dr. NW and he isn't sure how to score a Class One Wetland as defined by the city. He suggested that before this is enacted, that the city should know exactly where the Class One Wetlands are located then they can determine what buffer should apply. He said that recent action taken by Council to adopt the Design Manual is an example of negative impacts of an ordinance adopted in a hurry without consideration of all the ramifications. He used the power line buffers and the proposed wetland buffers on his project as an example of the impact of this ordinance. He said that only 11,000 s.f. could be used out of 2-1/2 acres. He said that it is important for the city to consider the “takings” aspect if they determine they need buffers of that size. The science doesn't support the 200' buffering requirement; adding that he thinks that the 100' buffer adopted by Pierce County works. He recommended determining where all the Class One wetlands are located so that people will know how their property is being affected before passing this ordinance.

Councilmember Ruffo said that Mr. Perrow raised the issue of a “taking” as he thinks it is important for the Council to consider this. He said that he is a property rights advocate and stressed that Council needs to protect the individual but also has the responsibility to protect the environment.

Mr. Perrow shared a story of a beaver pond that created a larger wetland that killed trees, which took six months to clear out and was blamed on the developer. He said that this illustrates how wetlands can be created or enlarged and is unfair with the larger buffering. Councilmember Young suggested that Mr. Perrow take a look at the inventory to see where they believe the Category One Wetlands are located.

Councilmember Ekberg explained that this is why the city contracted for the inventory in order to identify the wetlands and to help in determining buffers. He assured Mr. Perrow that this is not being taken lightly. Councilmember Dick stressed limitations to the inventory due to access to private property.

There were no further comments and the Mayor closed the public hearing on this item at 8:16 p.m. She then opened the final public hearing.

4. Vacation of a portion of Hall Street. John Vodopich presented this request to vacate a portion of Hall Street. He explained that this property was automatically vacated by law in 1896 and that the city will retain a 7.5 foot easement to maintain the utilities located in the area.

Jane Koler – 5801 Soundview Drive. Ms. Koler said that she is representing the Janelle Israel Living Trust and the Harris Trust, who are seeking vacation of Hall Street. She said that the street has already been vacated by operation of law and this will put Hall Street back on the tax role, while allowing the city to retain a right of way easement. She stressed that nothing will be built on this site being vacated that would have an effect on views.

Councilmember Dick asked why the property owners didn't just file for Quiet Title if there is no action to be taken by the city. Ms. Koler explained that this is an odd area of Washington Law. In order for the county records to reflect the correct ownership, a Quiet Title action has to be done, or the city must go through the vacation proceeding. The city's code recognizes this action and it would be odd for the city to decline the request and require the property owner to file in Superior Court.

Tamara Roeder - 9409 Goodman Avenue. Ms. Roeder asked if the petitioner acquires the vacated land and builds, if it would change the current design of the cul de sac.

Councilmembers explained that any development would have to comply with current standards and would go through development criteria.

Bob Roeder – 9409 Goodman Avenue. Mr. Roeder asked if the city could guarantee that the easement between the street and the sidewalk would remain. He said that the kids come and play basketball there and if a fence were to be built, the kids couldn't retrieve the ball. Another concern is whether the buffer between the sidewalk and the street will remain the property depth.

Councilmembers assured Mr. Roeder that this action won't change any existing easement. This only recognizes the ownership.

Councilmember Franich asked if this is a private or public easement. John Vodopich explained that Goodman Avenue is a public street but that the portion being vacated is not part of that street.

Councilmember Dick voiced concern that the city is being asked to vacate property that may be in the right of way of a public road and has been used for ten years. Staff was asked to look into the required width of the right of way in this area.

There were no further public comments and the hearing was closed at 8:37 p.m.

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 November 14, 2005.
2. Correspondence / Proclamations: a) Recognition Certification – George Williams
b) Cascadia Discovery Institute.
3. Stormwater Maintenance Agreement(s) – Olympic Property Group.
4. Stormwater Maintenance Agreement – Venture Bank.
5. Approval of Payment of Bills for November 28, 2005:
Checks #48770 through #48873 in the amount of \$526,679.16.

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

OLD BUSINESS:

1. Second Reading of Ordinance - 2006 Proposed Budget. David Rodenbach recommended an amendment to the ordinance to raise the non-departmental portion of the budget to accommodate the \$30,000 Development Review Analysis which would also amend the ending fund balance.

MOTION: Move to adopt Ordinance No. 1022 with recommended amendment.
Young / Conan – unanimously approved.

NEW BUSINESS:

1. Proposed Annexation – Resource Properties (ANX 05-910). John Vodopich presented information on this request to annex approximately 22 acres of property east of Peacock Hill and north of the city limits. He recommended that Council accept the Notice of Intention and proceed to the petition stage requiring that the property owners assume all the existing indebtedness of the area; require the adoption of the R-1 zoning for the annexation area; and require the submission of a wetland analysis report.

Patricia LeBlanc – 7903 26th Ave NW. Ms. LeBlanc explained that she approached the City Council to seek annexation when her drainfield failed several years ago. Council was opposed to annexing her property at the time, and she spent several thousand dollars to restore the drainfield to working condition. She said that in addition, she has installed a new well pump system, and the cost to hook-up to the city sewer system would not be feasible. She asked that her property be excluded from the proposed annexation.

David Robertson – 9905 Peacock Hill. Mr. Robertson said that he owns a six acre parcel included in the proposed annexation. He explained that they have a great system, and asked why they should have to pay to hook up to city sewer and water. He also explained that he has a non-conforming use permit for his family-based business that allows for up to 25% growth. If he were to be annexed, he would lose this ability to expand. He also asked to have his property excluded from the annexation effort.

Ken Hemley – 9921 Peacock Hill. Mr. Hemley said that his ½ acre parcel lies between the LeBlanc and Robertson properties, and that he could see no benefit in being in the city. He asked to be excluded from the proposed annexation.

Councilmember Ruffo said that he was not interested in going against the wishes of these property owners. Councilmember Conan agreed that that these three property owners were being forced into an action they did not wish to be part of. He made a motion to oppose the annexation application. There was further discussion regarding the ability to amend the boundaries.

John Vodopich explained that the original application was for only the two, top parcels. At his recommendation, the applicant included the other parcels.

MOTION: Move to oppose this proposed annexation application.
Dick / Ruffo – Councilmembers Franich, Conan, Picinich and Ruffo voted in favor. Councilmembers Ekberg, Young and Dick voted against the motion. The motion carried four to two to oppose the annexation application.

2. First Reading of Ordinance – Clarifying the Requirements for Sewer Hook-ups. John Vodopich presented this ordinance to address sewer connection for newly annexed areas. This ordinance would give newly annexed areas a two-year period in

which they would be required to hook up to sewer if the line is within 200 ft of the property. This would amend the 120 day requirement to hook up after notification from the city that currently exists in code.

Councilmember Franich voiced concern with the existing 120 day requirement and asked if this had been enforced in the past. Mark Hoppen said that recently, there was a forced connection on Pt. Fosdick due to a Health Department issue.

Councilmember Franich then said that he didn't think it was right for the city to require someone with a working septic system to hook up to the city's sewer. He suggested that it be optional except in a situation of a health concern.

Mark Hoppen added that another exception would be for an approved LID or ULID which would be approved by a 60% majority of the assessed valuation of the properties involved.

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

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

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

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

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

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

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

3. First Reading of Ordinance - Wetland and Critical Area Regulation Revision.

Councilmember Ruffo suggested that this ordinance be sent back for further review as a result of the public testimony heard this evening.

Councilmember Conan asked if there are methods to protect wetlands other than increasing buffers. He also asked what are other jurisdictions are doing about this issue.

Ms. Vanderburg explained that there are other provisions to protect wetlands that involve city-specific analyses such as low-impact development strategies. Buffers, along with performance standards are the most widely used methods. She continued to respond that other jurisdictions are trying to adopt ordinances by the end of this year or beginning of 2006. One jurisdiction has been challenged by CTED and DOE because they chose not to increase their buffers from the 25-100 ft. limits. Other jurisdictions are looking at low-impact development and other comprehensive ways to approach protection of wetlands and wildlife habitat.

Councilmember Conan said that the Planning Commission worked very hard on this without the benefit of the wetland inventory. He suggested allowing them to review this again now that the inventory had been completed and there are 91 possible wetlands identified.

John Vodopich pointed out that the workload for the Planning Commission is quite extended and may be in need of prioritization.

MOTION: Move to send this back to the Planning Commission for further consideration now that the Wetland Inventory has been completed.
Conan / Young – unanimously approved.

4. First Reading of Ordinance – Hall Street Vacation. John Vodopich explained that this ordinance was the subject of the public hearing earlier in the evening. He said that the city attorney will do further research on the easement concerns and this will return at the next meeting.

5. First Reading of Ordinance – Increasing Monthly Water Rates. Mark Hoppen, City Administrator, presented this ordinance that would result in a 5% increase in monthly water rates. This will return for a second reading at the next meeting.

6. First Reading of Ordinance – Increasing Monthly Sewer Rates. Mark Hoppen, City Administrator, presented this ordinance that would result in a 5% increase in monthly sewer rates. This will return for a second reading at the next meeting.

7. Resolution Adopting the Six-Year Transportation Improvement Plan 2006-2011. Steve Misiurak presented this resolution that was subject to a public hearing earlier in the meeting. He offered to answer any questions.

Councilmember Dick asked for clarification on the eastbound on-ramp at the Wollochet Interchange. Mr. Misiurak responded that he believes that this was put back on the state's TIP with the passage of HB912 and is slated for implementation in 2008. It can be added to the city's TIP for informational purposes next year.

Councilmember Young mentioned that he would welcome bringing back the Hunt Street Overpass for recalculation of impact fees. Mr. Misiurak said that the appropriate time to reintroduce impact fees would be after the city-wide capacity evaluation.

MOTION: Move to adopt Resolution No. 657 as presented.
Ruffo / Picinich – unanimously approved.

STAFF REPORT:

1. Dick Bower, Building Official/Fire Marshal – Emergency Management and Planning. No verbal report presented.

PUBLIC COMMENT:

Wade Perrow – 9119 North Harborview Drive. Mr. Perrow said that six months ago he cautioned Council about adopting changes to the Design Review Manual in haste. He said he has an issue that has developed in the Northharbor Business Campus as a result. The building was designed when the property was in the county, but has since been annexed. In order to use the design, they are going to have to eliminate a portion due to the 30 foot setback. Another ten foot of setback is taken for the power line road which is considered an enhancement corridor. This would remove 8,400 s.f. of a 24,000 s.f. building; resulting in a 36% reduction. If the 200 ft. setback for wetlands is implemented, he would end up with less than 3,000 s.f. of property that he would own. He asked Council to direct staff to review that enhancement corridor language to make sure it is consistent with the intent. He added that he favors using the power line corridor for bike paths, and agreed that dense vegetative screening is important, but disagreed with the size and that it should be a requirement for his property alone rather than the power line corridor. He said that 15-20 feet should be sufficient. He again asked that this be brought back for reconsideration.

Matt Halvorsen - 13429 100th Street. Said that when he was president of the Peninsula Neighborhood Association, he came before Council to object to the increase in the commercial property in the Gig Harbor area. Now it appears that it is holding up the hospital, which is more crucial than a Costco.

COUNCIL COMMENTS / MAYOR’S REPORT: Make a Difference Day.

Mayor Wilbert introduced Captain Mike Horn, Ft. Lewis, who described the efforts on October 22nd, “Make a Difference Day,” of the 201st Brigade to clear the ivy and do other repairs at the Bogue Volunteer Center. Captain Horn provided commentary to the slide show of the members of the 201st, who spent over six hours on this community project.

Mayor Wilbert then introduced Eagle Scout Rob Hayden, who took on the final clean-up of the Bogue Volunteer Center as his project. Rob gave a brief explanation of the result of his efforts.

Councilmember Young said that he realizes that the Planning Commission has several things on their agenda, and suggested that either staff, the Council, or the Planning Commission itself prioritize the workload to address the upcoming hospital, comp plan and EIS updates in March. He said that there are other, minor issues that can be delayed. He mentioned that one thing that he would like for them to review is a small text amendment to the RB zone so that the building square foot limitation would be per structure instead of per lot. Additionally, there is the need to revisit multiple lots that are owned by one owner.

Councilmember Ruffo said that it is a Council responsibility to set priorities for the Planning Commission. He said that there are items that are priority and can be articulated at the next meeting. The rest should be left up to the new Council and Mayor to prioritize. Councilmember Ekberg suggested that staff prepare a list before the next meeting.

Councilmember Ruffo announced that this would be the last Council meeting for Councilmember John Picinich, who would be unable to attend the December 12th meeting. He thanked Councilmember Picinich for his twelve years of service. The Mayor, Councilmembers, Staff and members of the audience gave Councilmember Picinich a standing round of applause.

ANNOUNCEMENT OF OTHER MEETINGS:

Mayor Wilbert introduced Mayor Elect Chuck Hunter, Councilmember Elect Paul Kadzik, and Councilmember Elect Tim Payne, adding that they would be sworn in at the next Council meeting of December 12th.

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

MOTION: Move to adjourn to executive session at 9:55 p.m. for approximately 20 minutes to discuss property acquisition per RCW 42.30.110(1)(b).
Picinich / Franich – unanimously approved.

MOTION: Move to return to regular session at 10:03 p.m.
Picinich / Ruffo – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 10:03 p.m.
Picinich / Ruffo – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1 – 21.
Disk #2 Tracks 1 – 28.
Disk #3 Tracks 1 – 6.

Gretchen A. Wilbert, Mayor

Molly M. Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, national, state and local studies have shown that the youth of today are avoiding the benefits of physical activity and good nutrition to their detriment and in order to create a change in the mind set of our children towards more physical exercise and activity and good nutrition, we must seek out youth leaders, who will develop and design projects which will help to influence their peers, friends and classmates to follow more healthy lifestyles; and

WHEREAS, in 1990, 25% of adults were overweight, in 2002 the percentage increased to 34% and in 2004 the percentage again increased to 40% and in 2004, two-thirds of the children five to seventeen could not pass the minimum national fitness tests: 33% of boys and 50% of girls could not run a mile in ten minutes and 25% of boys and 70% of girls could not do one pull up; and

WHEREAS, various medical journals and sources support the finding that the severity of childhood obesity is so great that it could shorten life spans by five years; and

WHEREAS, the promotion of the benefits of physical activity and good nutrition in homes, schools and communities is essential for the good health and development of our children; and

WHEREAS, the youth of our community are capable of designing their own unique projects and designing the projects to increase awareness to their friends, relatives, peers, and classmates about the positive benefits of daily physical activity, good food choices and the dangers of a sedentary lifestyle; and

WHEREAS, by empowering the youths of our community to take leadership roles, they will be better able to influence their friends, relatives, peers, and classmates in choosing to exercise and follow good nutrition guidelines and to be advocates of healthy lifestyles, based on creative youth-based messages, which will maximize the number of youths exposed to the messages;

NOW, THEREFORE, BE IT RESOLVED, that the City of Gig Harbor does hereby proclaim the Year 2006, as

“HEALTHY YOUTH AWARENESS YEAR”

and urges all community-based organizations, religious communities, civic groups, elected officials and government agencies to utilize this day to raise awareness of healthy living lifestyles for the youth in our community.

Mayor, City of Gig Harbor

Date



AMERICAN LEADERSHIP FORUM

Tacoma/Pierce County Chapter

Empowering Leaders to Make a Difference

ALF BACKGROUND

The American Leadership Forum is a national non-profit organization with eight local chapters. ALF's mission is to join and strengthen a community of diverse leaders to better serve the public good.

ALF's purpose is to enhance individual leadership skills, to increase each participant's commitment to community leadership and service, and to create a growing network of leaders with the skills, trust and relationships to work collaboratively for the public good. ALF meets its objectives by providing a year-long leadership program for 20 to 24 established diverse community leaders. The 22-day program includes a Wilderness Challenge where individuals practice group teamwork, learning trust and self-reliance. In addition, monthly seminars led by nationally recognized speakers address such topics as conflict resolution, understanding difference, ethics, collaboration and consensus-building. Each class also works on a community project chosen by the group, gaining experience for collaborative community work in the future. After graduation, each class joins the ranks of Senior Fellows gathering regularly for issue forums, social events, continuing leadership education, and community service. This growing network of Senior Fellows carries out the mission of working collaboratively for the public good.

ALF connects diverse leaders across city, county and sectoral lines, increases an understanding of ethnic and other differences and weaves a new tapestry of strong relationships so that local leaders can call on one another to work effectively together. ALF classes are carefully balanced for diversity of all kinds. The goal is to represent as much as possible the diversity of the region. Between 25% and 30% of each class is drawn from communities of color. It is the boundary-crossing nature of the ALF program that makes it so unique. As described by ALF Board member Margy McGroarty, *"ALF provides a rare opportunity to meet and work with leaders from across Pierce County who share a common goal...to contribute to improving the community in which we live."*

Using an outcomes-based evaluation process, recent ALF participants have demonstrated statistically significant increased leadership capacity, appreciation of diversity and commitment to the local community. In addition, 100% of participants indicate that they would highly recommend the program to other leaders. The evaluation data support what Tacoma's Fire Chief Eileen Lewis states about the ALF leadership experience: *"My ALF class gave me balance and helped me develop further as a leader during a difficult year (the year of 9/11). Supporting each other and giving back to the community is what the ALF experience is all about."*

The Tacoma/ Pierce County Chapter was originally founded and funded for six years from 1989-95. In 2000, a dedicated Board of ALF graduates recognized the need for an ongoing collaborative leadership initiative in our community and re-started the chapter. Since then, five classes have completed the year-long program, and another is in progress, bringing the total number of ALF leaders to almost 250.

Foundations and corporations currently supporting ALF include The Greater Tacoma Community Foundation, The Forest Foundation, The Gottfried and Mary Fuchs Foundation, the Weyerhaeuser Company Foundation, The Russell Family Foundation, the Florence Kilworth Foundation, Grantmaker Consultants, Inc., the Ben B. Cheney Foundation, KeyBank of Washington, Weyerhaeuser Company, Columbia Bank, Simpson Investment Company, The News Tribune and Russell Investment Group.



STATE OF WASHINGTON

DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

1063 S. Capitol Way, Suite 106 • Olympia, Washington 98501

Mailing Address: P.O. Box 48343 • Olympia, Washington 98504-8343

(360) 586-3065 • Fax (360) 586-3067 • Website www.dahp.wa.gov

December 5, 2005

7 2005

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

Dear Mayor Wilbert:

Thank you for your application for Certified Local Government (CLG) status for the City of Gig Harbor. Enclosed is the Certification Agreement that will serve as the final agreement between Gig Harbor and the Department of Archaeology and Historic Preservation for Certified Local Government status or, should you request changes, the agreement can be revised at this time. I have also provided Kristin Moerler, the City's staff member for the Gig Harbor Design Review Board, with a copy of the agreement.

Once you have signed the Certification Agreement and returned it to our office, I will send the final paperwork to the National Park Service (NPS). If the NPS does not take exception to the designation of the City of Gig Harbor as a Certified Local Government, the City will be considered a CLG and first be eligible to apply for grant funds for the federal fiscal year 2007 grant period (October 1, 2006 to September 30, 2007). If you have any questions or changes to the agreement, please do not hesitate to contact me at 360-586-3074 or by email at megan.duvall@dahp.wa.gov. Thank you again for your application. We are most pleased to add Gig Harbor to our list of Certified Local Governments.

Sincerely,

Megan Duvall
Certified Local Government Coordinator

Enclosure
cc: Kristin Moerler

CERTIFICATION AGREEMENT


Pursuant to the provisions of the National Historic Preservation Act, as amended, to applicable federal regulations (36 CFR 61), and to the State of Washington's Certified Local Government Program Requirements and Procedures, as amended 2002, the City of Gig Harbor agrees to:

1. Enforce appropriate state or local legislation for the designation and protection of historic properties [Section 101(c)(1)(A)].
2. Establish an adequate and qualified historic preservation review commission by state or local law [Section 101(c)(1)(B)].
3. Maintain a system for the survey and inventory of historic properties [Section 101(c)(1)(C)]. Agrees to employ the use of Statewide Historic Property Inventory Database for future survey work within the City of Gig Harbor.
4. Provide for adequate public participation in the local preservation program, including the process of recommending properties to the National Register [Sections 101 (c)(1)(D), (c)(2)(A) and (c)(2)(B)].
5. Satisfactorily perform the responsibilities delegated to it under the National Historic Preservation Act, as amended [Section 101(c)(1)(E)].
6. To employ sufficient professional staff to carry out its federal historic preservation responsibilities.
7. Adhere to requirements outlined in the State of Washington's Certified Local Government Program Requirements and Procedures, as amended 2002, issued by the Department of Archaeology and Historic Preservation.

Upon its designation as a Certified Local Government, the City of Gig Harbor shall be eligible for all rights and privileges of a Certified Local Government specified in the Act, federal procedures, and the procedures of the State of Washington. These rights include eligibility to apply for available CLG grant funds in competition only with other Certified Local Governments.

The following signatures imply consent to this Certification Agreement and any attachments herein.

STATE:



Dr. Allyson Brooks, Director
Department of Archaeology
& Historic Preservation

December 5, 2005

Date

LOCAL GOVERNMENT:



Gretchen Wilbert, Mayor
City of Gig Harbor

Date



NOV 29 2005

STATE OF WASHINGTON

DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT

128 - 10th Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

November 30, 2005

The Honorable Gretchen Wilbert
Mayor of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

RE: Proposed amendments to Gig Harbor's municipal code section 13.34.070 relating to extensions of water and sewer outside city limits and outside the city's urban growth area

Dear Mayor Wilbert:

Thank you for sending the Washington State Department of Community, Trade and Economic Development (CTED) the proposed amendments to Gig Harbor's development regulations that we received on October 26, 2005.

We are concerned that this amendment proposes a mechanism to extend sewer service to private property outside the city's urban growth area (UGA). The Growth Management Act (GMA) prohibits extension of urban services outside a city's UGA unless the extension is necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development.¹ The GMA defines water service as both an urban and a rural service depending on how it is provided.² However, sewer service is defined only as an urban service, and urban services may be extended outside a UGA only under the circumstances described above.

We suggest the city distinguish between water service and sewer service to reflect the distinction contained in the GMA. If there is a need to extend water service to rural lands adjacent to the city, we recommend the city ensure that these are provided in a way that is consistent with Pierce County's policies governing rural levels of service and the *Gig Harbor Peninsula Community Plan*. We suggest that the provisions for extension of sewer service to property outside the UGA be removed from this section of the ordinance. We also suggest that section 13.43.010(B) of the Gig Harbor Municipal Code, which states that "the city's extension of water and sewer service outside the city limits to property not contained within the city's urban growth area is inappropriate" be made consistent.

¹ RCW 36.70A.110(4)

² RCW 36.70A.010(17) and (20)



The Honorable Gretchen Wilbert
November 30, 2005
Page 2

Thank you for submitting these draft amendments to our office for review. If you have any questions or concerns about our comments or any other growth management issues, please call me at (360) 725-3064. We extend our continued support to the City of Gig Harbor in achieving the goals of growth management.

Sincerely,



Anne Aurelia Fritzel, AICP
Associate Planner
Growth Management Services

AAF:lw

cc: John Vodopich, AICP, Community Development Director, City of Gig Harbor Planning & Building Services
Charles Kleeberg, Director, Pierce County Planning and Land Services
Kathy Taylor, Local Liaison, Puget Sound Action Team
Hugo Flores, GMA Coordinator, Washington State Department of Natural Resources
Leonard Bauer, AICP, Managing Director, Growth Management Services, CTED
David Andersen, AICP, Planning Review Team Manager, Growth Management Services, CTED

Sierra Bucher
3804 ~ Harborview Drive ~ Gig Harbor, Washington ~ 98332 ~ 253/851-8802 ~
redtwilyte@aol.com

DEC 7 2005

December 6, 2005

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

HALLOWEEN ROAD CLOSURE

Dear Ms. Wilbert,

I am a student from Bellarmine Preparatory School in Tacoma. I am beginning a project for our senior year government class. Recently, my group was notified of a conflict occurring with the annual trick-or-treating put on along the waterfront in Gig Harbor. There have been reports that the streets being left open during the trick-or-treat hours poses a possible danger to the children and causes traffic congestion. It is only a matter of time before someone is harmed. We hope to solve this problem by either closing the main road while the children are out trick-or-treating or changing the time or date of the event. With your position and consistent involvement in the city, we hope you will be able to speak with us on this issue. Thank you for your time.

Sincerely,

Sierra Bucher





ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: ASSIGNED COUNSEL AGREEMENT AMENDMENT
DATE: DECEMBER 12, 2005

INFORMATION/BACKGROUND

Pierce County provides indigent defense services for the Gig Harbor Municipal Court through Pierce County's Department of Assigned Counsel. The attached contract amendment authorizes the continuation of this relationship from January 1, 2006 through December 31, 2006, with a 2.5% increase in the amount of the contract. This represents a contract increase from \$42,500 in 2005 to \$43,562 in 2006.

POLICY CONSIDERATIONS

The City of Gig Harbor and Pierce County anticipated a two-year contract for 2005 and 2006, which was amendable quarterly if Pierce County costs were altered. The Pierce County budget for the Department of Assigned Counsel increased 2.5% for 2006.

FISCAL CONSIDERATIONS

The current contract can be evaluated quarterly to determine whether payments should be revised to accurately reflect county costs. Pierce County is requesting a revision to the last year of the current contract. The city budget will provide \$50,000 in 2006, as it did in 2005, to cover this contract and its potential fluctuations as per quarterly review.

RECOMMENDATION

Administration recommends approval of the amendment to the agreement.

FIRST AMENDMENT TO ASSIGNED COUNSEL AGREEMENT

THIS FIRST AMENDMENT to the Assigned Counsel Agreement is entered into this ____ day of _____, 200_, by and between the City of Gig Harbor (hereinafter the "City") a non-charter code city organized under the laws of the State of Washington, and Pierce County, a political subdivision of the State of Washington.

WITNESSETH:

WHEREAS, the parties entered into an Agreement for the provision of legal counsel services to indigent defendants in the Gig Harbor Municipal Court for the 2005-2006 calendar years; and

WHEREAS, this Assigned Counsel Agreement (hereinafter the "Agreement") was dated January 1, 2005 and was executed by the duly authorized representatives of both parties; and

WHEREAS, the Department of Assigned Counsel is asking that the City amend the Agreement to increase the compensation provided to the Department in accordance with a two and a half percent (2.5%) Cost of Living Allowance ("COLA") because the County budget was increased 2.5%; and

WHEREAS, the increase in the COLA would increase the total amount of the contract to Forty-Three Thousand, Five Hundred Sixty-Two Dollars and Fifty Cents (\$43,562.50);

WHEREAS, an amendment to the Agreement is necessary for the COLA to become effective: Now, Therefore,

In consideration of the mutual promises contained in the Agreement and this First Amendment, the parties hereto agree as follows:

TERMS:

Section 1. Section 2 of the Assigned Counsel Agreement identified above is hereby amended to read as follows:

2. In return for the services rendered to the City and to those indigent defendants represented by the Department, the City agrees to pay the County a sum not to exceed Forty-Three Thousand, Five Hundred Sixty-Two Dollars and Fifty Cents (\$43,562.48) ~~\$42,500.00~~ annually, commencing January 1, ~~2005~~ 2006 and ending December 31, 2006. Payments shall be due and payable in the amount of Ten Thousand Eight Hundred Ninety

Dollars and Sixty-Two Cents (\$10,890.62) ~~40,625.00~~ at the end of each quarter for those services rendered.

Section 2. All of the remaining terms of the Assigned Counsel Agreement shall be unaffected by this First Amendment, and shall be fully enforceable by either party.

Section 3. Severability. If any court of competent jurisdiction finds that any provision, sentence or phrase of this First Amendment or the Agreement is invalid or unconstitutional, such invalidity shall not affect the validity or constitutionality of any other provision, sentence or phrase.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

CITY OF GIG HARBOR

PIERCE COUNTY

Mayor

John H. Hill, Director
Department of Assigned Counsel

City Administrator

Pierce County Executive Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: INTERLOCAL AGREEMENT BETWEEN THE CITY AND PIERCE
COUNTY FOR FIRE INVESTIGATION SERVICES
DATE: DECEMBER 12, 2005

BACKGROUND

The City has utilized the services of the Pierce County Fire Marshal's office for the investigation of the origin, cause, circumstances, and extent of loss of suspicious fires within the City limits. It is appropriate that the City renew this Interlocal Agreement for the term ending December 31, 2010.

FISCAL CONSIDERATION

Except for updated names and dates, the terms and conditions remain the same as the prior agreement. The rate is based on the current CPI and remains the same as 2005. The City would pay \$1,459.62 per fire investigation. For the year 2006, the cost will be \$6,422.33 for all services rendered under the terms of this agreement. Annual increases for subsequent years shall be based upon the growth in the previous year's CPI for the Seattle area and the average number of fire investigation responses by County to City for the past five years using a rolling average method of calculation, and/or based upon modification in the annual work plan as agreed upon by the parties. This anticipated cost has been incorporated into the 2006 Budget.

RECOMMENDATION

I recommend that the City Council authorize the Mayor to sign the Interlocal Agreement with Pierce County for fire investigation services.



Pierce County

Department of Emergency Management

STEVEN C. BAILEY
Director

Emergency Management Division
Operations, Plans, HLS
2501 South 35th Street
Tacoma, Washington 98409-7405
(253) 798-6595 • FAX (253) 798-3307

KEN L. PARRISH
Program Manager

December 2, 2005

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

Dear Molly,

Enclosed are two originals of Gig Harbor's new Fire Investigation Agreement with Pierce County for the new five year term of January 1, 2006 – December 31, 2010. The current agreement expires December 31, 2005.

Please have appropriate officials sign and return both originals to my attention at the above address. Upon completion of Pierce County's signatures, one finalized original will be returned to your attention.

Except for updated names, dates and rate the terms and conditions remain the same as prior agreement.

Please feel free to contact me for any concerns or clarity. Thank you sincerely.

Respectfully,

A handwritten signature in cursive script that reads "Ellie Robertson".

Ellie Robertson
Accountant
Pierce County DEM
253 798-3613

Attachments.



INTERLOCAL AGREEMENT FOR FIRE INVESTIGATION SERVICES
BETWEEN THE CITY OF GIG HARBOR AND PIERCE COUNTY

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

WHEREAS, RCW 48.48.060(1)(a) provides that the chief of a fire department has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the city limits of the city; and

WHEREAS, RCW 48.48.060(1)(b) provides that the county fire marshal or other fire official so designated by the county legislative authority has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the unincorporated areas of the county; and

WHEREAS, RCW 48.48.060(3) provides that cities, towns, and counties may enter into interlocal agreements to meet the responsibility required by RCW 48.48.060; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County provide fire investigation services within the City jurisdiction in the event of a fire or explosion or related occurrence; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the determination of origin and cause of fires, explosions or related occurrences and to conduct such investigations in a competent manner and to pursue such fire investigations to a reasonable conclusion.
2. Duration. The duration of this agreement shall be that period commencing on the 1st day of January 2006 and terminating at midnight on the 31st day of December 2010, unless this agreement is sooner extended or terminated in accordance with the terms hereof.
3. Definitions. As used in this agreement, the following definitions will apply.
 - A. "Fire Investigation" means the process of determining the origin, cause, development and circumstances of a fire or explosion and following the facts to a reasonable conclusion.
 - B. "Fire Investigator" means a Deputy Fire Marshal of the Pierce County Fire Prevention Bureau fully trained and equipped to conduct competent, complete and accurate fire investigations.

C. "On-Call" means a Fire Investigator immediately available for response(or consultation) to a Fire Investigation or related incident 24 hours per day, 7 days per week, 365 days per year.

4. Services. County shall provide fire investigation services in a professional manner and fashion utilizing recognized techniques, practices and skills as associated with fire investigation throughout the United States. County shall perform all services as specified in Attachment "A".

5. Records Management. County shall prepare a report for each fire investigation conducted in City.

County shall provide copies of all complete fire investigation reports prepared by County to City. City shall be the custodian of such complete fire investigation reports pursuant to State law. County shall release no reports or information concerning any fire investigation performed for City without written authorization by City.

6. Compensation. City shall pay County upon execution of this agreement the sum of \$1,459.62 per fire investigation per year for all services rendered under the terms of this agreement. The number of Fire investigations are based on a rolling average of the past 5 year fire investigation response history within City. Payment is due and payable on January 31, 2006, and on the same schedule for subsequent years of the contract. Annual increases for subsequent years shall be based upon the growth in the previous years January to December Consumer Price Index for the Seattle urban area (as available), and the average number of fire investigation responses by County to City for the past five years, using a rolling average method of calculation, and/or based upon modifications in the annual work plan as agreed upon by the parties.

7. Termination. Either party may terminate this agreement upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County, to: Pierce County, DEM Director
2501 S 35th St
Tacoma, WA 98409

If to City of Gig Harbor: City of Gig Harbor
Attention: City Administrator
3195 Judson St.
Gig Harbor, Wa 98335

8. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

9. Hold Harmless and Indemnification. Each party shall defend, indemnify and hold harmless the other from liability or any claim, demand or suit arising because of said party's negligence or intentional acts. Each party shall promptly notify the other of any such claim.

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 City, its officers, officials, employees and agents, and County, its officers, officials, employees and agents, each party's liability hereunder shall be only to the extent of that party's negligence.

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

City is not undertaking to insure County Fire Investigators in the performance of this contract.

None of County's fire investigators shall be or shall be deemed to be an employee of City. In the performance of the work described in this Agreement, County fire investigators will direct and control the performance and details of the work. None of the benefits provided by City to its employees or officers, including, but not limited to, compensation, insurance, and unemployment insurance are available from City to County fire investigators. County shall be solely and entirely responsible for the acts of its fire investigators during the performance of this Agreement. County hereby warrants that it is self-insured or has obtained insurance to cover the fire investigators performing the work hereunder against claims for injuries to persons or damage to property that may arise from or in connection with the performance of this agreement. The fire investigators shall take all precautions necessary and shall be responsible for their own safety in the performance of the work hereunder and shall utilize all protection necessary for that purpose.

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

The nondefaulting party shall notify the defaulting party of any breach and provide an opportunity to cure the breach. If there is no correction within a reasonable period of time, the nondefaulting party may terminate the agreement.

12. In the event that either party is required to file a lawsuit to enforce the agreement, the prevailing party in the litigation will be reimbursed for its reasonable attorneys' fees and costs from the non-prevailing party.

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

PIERCE COUNTY

CITY OF GIG HARBOR

By _____ Date _____

By _____ Date _____

Wayne A. Wienholz
Fire Marshal

Mayor (Please print name)

By _____ Date _____
Steve Bailey
Director of Emergency Management

Attest:

By _____ Date _____
Carol A. Morris,
City Attorney

By _____ Date _____
Jill Guernsey,
Prosecuting Attorney (as to form only)

By _____ Date _____
Patrick Kenney,
Executive Director of Administration

ATTACHMENT "A"

City of Gig Harbor

2006 – 2010 Fire Investigation Services Work Plan

1. Provide an On-Call Fire Investigator(s) available to respond to Fire Investigation incidents 24 hours per day, 365 days per year.
2. Provide all necessary training, equipment and supplies required to respond to and conduct complete, quality Fire Investigations.
3. Provide appropriate supervision of Fire Investigation Services program and assigned personnel.
4. Provide necessary assistance to City law enforcement and prosecution personnel as it relates to Fire Investigations.
5. Provide additional support and resources (staffing and material) as necessary to conduct complete, quality Fire Investigations.
6. Provide copies of all reports completed by Fire Investigators related to Fire Investigations within City.
7. Provide Expert testimony in court relative to Fire Investigations conducted in City.
8. Provide training for City's fire department personnel in Fire Investigation and Arson recognition.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID BRERETON
DIRECTOR OF OPERATIONS
SUBJECT: EDDON BOAT NET SHED RE-ROOFING
CONTRACT AUTHORIZATION
DATE: DECEMBER 12, 2005

INTRODUCTION/BACKGROUND

On November 14, 2005, City Council authorized a contract for re-roofing the Eddon Boat Net Shed to Rooftop Services, LLC in the amount of \$6,991.80. Rooftop Services informed the City on December 1, 2005 that they are unable to obtain proper insurance coverage to perform the job and are unable to honor their contract.

The second lowest price quotation was received from Contractor's Roof Service, Inc. in the amount of \$9,783.10, a difference of \$2,791.30 from Rooftop Services, LLC quotation. The three contractors that originally responded with price quotations were:

| | |
|---------------------------------|-------------|
| Rooftop Services, LLC | \$ 6,991.80 |
| Contractor's Roof Service, Inc. | \$ 9,783.10 |
| Peninsula Roofing | \$11,176.04 |

FISCAL CONSIDERATIONS

This is an unbudgeted objective utilizing existing funds in the Parks Division. This expenditure may require a future budget amendment if funds are depleted by the end of the fiscal year.

RECOMMENDATION

I recommend that the Council authorize the award and execution of the contract for the Eddon Boat Net Shed Re-roofing to Contractor's Roof Service, Inc. in the amount of Nine Thousand Seven Hundred Eighty-three Dollars and Ten Cents (\$9,783.10).

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

THIS AGREEMENT, is made this _____ day of December, 2005, by and between the City of Gig Harbor (hereinafter the "City"), and Contractor's Roof Service, Inc. a Washington corporation, located and doing business at 6406 43rd Avenue Court NW, Gig Harbor, WA 98335, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to Remove existing roof covering material and replace sheathing and re-roof the Eddon Boat Net shed. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Nine Thousand Seven Hundred Eighty-three Dollars and Ten Cents (\$9,783.10), including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before January 31, 2006. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

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

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

VII. Termination.

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

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

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

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

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

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

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

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

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

X. Insurance.

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

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

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

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

- D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

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

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

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

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

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Contractor's Roof Service, Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

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

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

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

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

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

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

Contractor's Roof Service, Inc.

THE CITY OF GIG HARBOR

By: [Signature] President
Its President

By: _____
Its Mayor

Notices should be sent to:

| | |
|--|---|
| Contractor's Roof Service, Inc. 6406 43 rd Avenue Ct. NW Gig Harbor, WA 98335 Phone: (253) 858-3044 Fax: (253) 858-7102 | City of Gig Harbor Attn: David Brereton Director of Operations 3510 Grandview Street Gig Harbor, Washington 98335 (253) 851-6170 |
|--|---|

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____

RECEIVED

OCT 03 2005

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING**PROPOSAL/CONTRACT****10/3/2005****TO:** CITY OF GIG HARBOR**PROJECT:** EDDON BOAT NET SHED
PROJECT
3805 HARBORVIEW DRIVE
GIG HARBOR, WA 98335

GIG HARBOR, WA 98335

PHONE/FAX: 253-851-6170

† **Removal/Resheet/Installation Application**
 † **Class A Fire Resistant System ~ † 30 Year Material Warranty**
 † **U.L. I-60 Wind Resistant (70 mph)**

REMOVAL: Remove existing roof covering material, (2) layers Single Ply Membrane from entire roof area, **approximately 1,500 s.f.** down to spaced sheeted substrate. Inspect substrate for water and/or dry rot damage. If damage is found, owner will be consulted in writing prior to continuance of our work. *Note: Ground, deck, and landscape to be covered and protected prior to removal.*

SUBSTRATE: Furnish and install (1) layer of 7/16" exterior grade roof sheathing, mechanically attaching directly over skip-sheated substrate directly to truss rafters with Class I Corrosion resistant fasteners. *Note: All vertical joints will be placed over existing truss rafters.*

UNDERLAYMENT: Furnish and install (1) layer, #15 ASTM asphalt saturated felt to entire approx. 1,500 s.f. roof area.

PERIMETER: Furnish and Install *Starter/Preliminary* coursings to all rake and eave edges.

FLASHINGS: Furnish and Install all Roof Related Sheet metal flashings to include Sidewall & Endwall Flashings.

All flashing material to be #26 Gauge G.I., with a Factory pre-primed finish; Musket Brown Color. Any substitutions to Gauge and/or color must be indicated above.

ROOF COVERING: Furnish and Install GAF Timberline 30 Fiberglass roofing shingles to entire roof area, **approximately 1,500 s.f.** Installation to Meet and/or exceed Manufacturer installation recommendations. Color to be: _____

† **HIP/RIDGE:** Install system compatible hip and ridge units to all hip and ridge areas.

CLEAN-UP: Clean-up and Haul away of all resultant debris to be included with this proposal/specification



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID BRERETON
DIRECTOR OF OPERATIONS
SUBJECT: RESOLUTION - DECLARATION OF SURPLUS PROPERTY
DATE: DECEMBER 12, 2005

INTRODUCTION/BACKGROUND

The 2005 budget anticipated replacement of equipment and tools. In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The items proposed for declaration as surplus are set forth in the attached resolution.

FISCAL CONSIDERATIONS

Monies received for the surplus items will be used to offset the costs for new vehicles and equipment.

RECOMMENDATION

I recommend that Council approve the resolution as presented, declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 658

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR SALE.**

WHEREAS, the Gig Harbor City Council has determined that City-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

WHEREAS, the City may declare such equipment surplus and eligible for sale;

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

| | EQUIPMENT | Fixed Asset Number/ID Number | SERIAL NUMBER | MODEL INFO. |
|----|---|---|---------------------------|------------------------|
| 1 | Speedaire Compressor | | | 3Z420 |
| 2 | Rotary Screen | | H207023 | 13270A0072 |
| 3 | Variable Frequency Drive (100 HP Blower#1) | | | Drive Bulletin#1352 |
| 4 | Vacuum/Pressure Tank&Control Box | | | Waubauskene |
| 5 | Craftsman Push Lawnmower | 00151 | 015320 | 917-372490 |
| 6 | Speedaire Compressor | | 9709016234 | 52598B |
| 7 | Speedaire Compressor | | | 3Z420F |
| 8 | Sears Air Compressor | | | C63BXBE-273 |
| 9 | 4 Portable Toyoset Heaters | | 03354, 03461, 0317, 05501 | OMNI 230 |
| 10 | 4 Goodyear studded snow tires (used) | | | 215/70 R15 |
| 11 | 4 Power King Studded snow tires (used) | | | 225/70 R15- 1005 |
| 12 | Cub Cadet Tractor- Mower | 148 | IJ297G30126 | 13A-288-IOU |
| 13 | Many oak items from the old City Hall: Credenzas, bookcases, desks, filing cabinets, shelving unit | | | |

| EQUIPMENT | | Fixed Asset Number/ID Number | SERIAL NUMBER | MODEL INFO. |
|-----------|---------------------------------|------------------------------|---------------------------|--------------|
| 14 | Old metal fireplace | | | |
| 15 | Metal bookshelf | | | |
| 16 | 2 locking file cabinets (short) | | | |
| 17 | Large wooden mail-slot kiosk | | | |
| 18 | Homelite string trimmer | 00242 | H83443294 | 20677 |
| 19 | Homelite string trimmer | 00243 | H83443401 | 20677 |
| 20 | Goodyear Tires | | | 235/75/R16 |
| 21 | (2) Remington Tires on wheels | | | 195/75/14 |
| 22 | (1) Goodyear Eagle | | | 215/70/R15 |
| 23 | (2) Power King | | | P225/70/R15 |
| 24 | (6) Goodyear | | | P215/70/R15 |
| 25 | Echo Hedge Trimmer | 00155 | 065801 | HC210E |
| 26 | Stihl Pipe Saw | | | TS350Super |
| 27 | (6) Stackable chairs | | | |
| 28 | Cable chains | | | |
| 29 | Portable Heaters | | 03354, 03461, 0317, 05501 | OMNI 230 |
| 30 | 1980 Ford Bucket Truck | 255 | F37GRJJ0301 | Bucket truck |

PASSED ON THIS 12th day of December, 2005.

APPROVED:

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 12/7/05
 PASSED BY THE CITY COUNCIL: 12/12/05
 RESOLUTION NO. 658



ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: PUBLIC USE OF CITY CIVIC CENTER FACILITIES
POLICY AND AGREEMENT
DATE: DECEMBER 12, 2005

BACKGROUND

To better serve our user groups it is occasionally necessary to make changes or additions to the Facilities Use Policy and Agreement.

Interlocal agreement with PenMet Parks will allow the park district to schedule regularly recurring meetings (4). With the existing custodial staffing, it is no longer necessary to provide the activity supervisor with a key to the building (5.C). Items 6.C and 7.I have been changed to reflect the need to be aware of food plans and to provide for the possibility of additional clean-up following a meeting if refreshments or meals are planned. A final change was made on the signature page to reflect that this document is typically computer generated with the reverse side left blank.

FISCAL CONSIDERATION

None.

RECOMMENDATION

I recommend acceptance of the proposed changes to the Public Use of City Civic Center Facilities policy and agreement.

GIG HARBOR CIVIC CENTER

FACILITIES USE



Public Use of City Civic Center Facilities

1. **PURPOSE:** The purpose of this policy is to provide for maximum use and enjoyment of City Civic Center facilities by the public while preserving availability of the Civic Center facilities to serve the primary mission of the City. Therefore, any public use may be preempted by department needs in the event of an emergency. In furtherance of this policy, the City of Gig Harbor will allow public use of its facilities, pursuant to this policy and procedure and consistent with the reasonable regulations contained herein.
2. **SCOPE:** The scope of this policy includes all Civic Center central main floor facilities.
3. **AUTHORITY AND RESPONSIBILITY:** This policy and the related procedures shall be administered by the City Administrator or designee. Scheduling of Civic Center facilities shall be the responsibility of the designated Administrative Receptionist.
4. **CLASSIFICATION OF USERS:** User groups using Civic Center facilities shall be prioritized and classified as follows:

Category 1 – City Activities. Use of the facilities by city government functions and other city -sanctioned activities.

Category 2 – Non-City Government Agencies, Civic or Service Use, not-for-profit Organizations, and local Chamber of Commerce. Meetings or activities sponsored by Pierce County, cities, the State of Washington or any of its departments, law enforcement, schools, or other government organizations and activities. Also, meetings or activities sponsored by civic not-for-profit organizations, service clubs, or the local Chamber of Commerce. Finally, meetings or activities of other not-for-profit organizations such as homeowners associations and similar non-commercial groups. Category 2 groups must schedule the Civic Center rooms at least two weeks in advance, may only schedule as far in advance as the end of the following calendar month, and shall schedule on a first-come, first-served basis. Category 2 groups may not use city facilities for regularly recurring meetings, such as monthly meetings of clubs and associations, except for Pierce County PAC and PenMet Parks.

Category 3 – Private, for-profit, corporations or other private business – FACILITIES NOT AVAILABLE.

5. **AVAILABILITY/SECURITY:**
 - A. **Civic Center:** Civic Center rooms available for public use include Council Chambers, Community Room A, Community Room B, and Lobby Area. Any of the identified rooms may be scheduled at the Civic Center for public use, provided that a Civic Center custodian is on shift. Lobby and lunchroom facilities are not available during business hours, and are not exclusively available at any time.

- B. Availability of Other Facilities:** Generally, the restrooms at the Civic Center public facilities shall remain open and available to the public, but other rooms, except those specifically set forth herein are generally not available for public access.
- C. Scheduling:** Groups other than city staff or official city government bodies must schedule the central main floor Civic Center rooms at least two weeks in advance, and may only schedule as far in advance as the end of the following calendar month. All fees must be paid at the time of scheduling to secure the reservation. Such fee payments are non-refundable within one week of the reserved date, in the event cancellation is requested. The Facilities Use Agreement, which includes guidelines for cleanup, setting up and taking down tables, must be signed at the time of scheduling. ~~The person picking up the key will be required to sign the agreement and must~~ signing the use agreement will be designated as the supervisor who will be in direct charge of group activities. Televisions, VCRs, overhead projectors and easels may be reserved at no additional charge. These items should be requested at the time of scheduling, or they will be unavailable.
- D. Additional Supervision: A city staff member may be assigned to a group based on the size and activity. If a group:**
- has more than fifty people in it.
 - will be holding the meeting before or after regular business hours including weekends.
 - in the judgment of the city, the scheduled activity will require additional support.

The expense of the staff member will be borne by the user. The rate is \$20 an hour in addition to applicable facility fees. It will be at the discretion of the City Administrator or designee whether or not the staff member will be required for the entire time the user is renting the facility.

6. CATEGORY 2 FACILITY FEES:

- A. Rental Fees: Regardless of hour duration, Civic Center City Council Chamber - \$75 per day; Community Room A - \$50 per day; Community Room B - \$50 per day; Lobby Area - \$50 per day.
- B. Supervision Fee: \$20 per room per hour, if applicable.
- C. ~~Lunch Room: If available, no charge.~~
Clean-up Deposit: When refreshments or meals are planned, a \$50 fee may be charged in addition to the rental fee to insure proper clean-up, and to cover breakage, loss or damage. This deposit is refundable at the time it is determined that sufficient clean-up was done.

- D. Coffee, tea and other refreshments are not provided by the city and are the responsibility of the scheduling group.

7. GENERAL REGULATIONS FOR USE OF FACILITIES

The following regulations apply to use of all Civic Center facilities:

- A. Functions conducted in the central main floor Civic Center facilities shall not be in violation of any Pierce County or City of Gig Harbor ordinances or regulations. Similarly, all functions shall be in compliance with the laws of the State of Washington.
- B. The maximum number of people permitted in any city Civic Center facility shall be restricted to the posted occupancy limits. Occupancy limits are as follows: Room 232, Council Chambers – 108; Room 235, Community Rooms A & B – 60 (30 each side of divider); Room 318, Room 202, Lobby Area – 54.
- C. Smoking is prohibited in all city facilities.
- D. Alcoholic beverages are prohibited in Civic Center facilities.
- E. All uses shall not begin before 9:00 a.m. and shall be finished by 9:00 p.m., including cleanup, unless other arrangements are made at the time of application.
- F. Prior to the scheduling of the facilities, the user group must sign the facilities use agreement. The person signing the agreement will be designated as the group supervisor who will be in direct charge of group activities.
- G. User groups should come prepared with the necessary copies, transparencies and office supplies such as papers and pens, as the city is unable to provide such items at public expense.
- H. Care should always be taken while moving tables and chairs, so that walls, doorways and floors are not scratched or damaged. This care includes carpeted areas.
- I. ~~Meals may not be eaten in the carpeted classrooms, except for catered box lunches. Meal or food requests shall be made together with the regular room reservation.~~ Meal or food plans shall be submitted together with the regular room reservation.
- J. Prior to leaving, all tables and chairs are to be returned to their original position. Any spills should be cleaned up, white boards erased and lights turned out. Every attempt should be made to leave the building spotlessly clean. The group

supervisor shall personally inspect the room used by the group with the city staff member, if assigned, to determine compliance with after-activity clean-up.

- K. Should an emergency arise during normal operating hours (9:00 a.m. to 5:00 p.m.) requiring emergency service (fire, medical or police), the user group shall notify the receptionist. After normal operating hours, the group supervisor shall call 9-1-1 from the telephone in the Council Chamber, the Community Rooms, or the Lunch Room. If any injury, accident or illness occurs, after administering first aid and contacting 9-1-1, the scene shall be secured and the custodian shall be contacted.
- L. The user group shall be responsible for any building damage, lost or misplaced equipment and any other losses deemed to be the responsibility of the user group.
- M. No tape of any kind may be used on walls, white boards, windows, or doors. Pushpins or tacks may be used to attach visual aids if authorized by the custodian.
- N. No activity shall interfere with any other activity taking place in the same building. Consideration must be given to those who work in the building, especially with regard to noise levels. User groups and sponsors shall remind participants, when leaving classrooms, to be considerate of other users of the facility.
- O. Due to the nature of the facility, outside users should expect ongoing activities in and around the buildings and grounds.

Public Use of Civic Center Facilities Agreement

THIS AGREEMENT is hereby made by and between the City of Gig Harbor (hereinafter the "city") and the following organization, hereinafter referred to as "User Group".

1. **Purpose.** The purpose of the agreement is to provide the terms and conditions upon which the city will make Civic Center facilities available to the user group. The city is pleased to share its facilities with the public. The city desires to help make such meetings a success. In order to continue making facilities available, the regulations attached to this agreement must be complied with by all user groups. Any user group that fails to comply with these regulations may be denied the right to use the facilities in the future.

2. **Approval.** On behalf of the user group, the undersigned agrees to be the activity supervisor and agrees to ensure that the user group and all of its members, agents and participants comply with all of the regulations ~~contained on the reverse side hereof.~~ noted herein.

Name of Activity Supervisor

(_____)_____
Daytime Telephone Number

Name of Organization

Date of Meeting/Activity

Purpose of Meeting/Activity: _____

Hours of Meeting/Activity

Civic Center Room Requested:

City Council Chambers - \$75.00/day _____

Community Room A - \$50.00/day _____

Lobby Area - \$50.00/day _____

Community Room B - \$50.00/day _____

Signature of Activity Supervisor

Date

(For Office Use Only)

Approved By

Date

Rental Fee Paid \$ _____

Request Denied By

Date

Supervision Fee Paid \$ _____

Reason for Denial

Applicant Notified _____
Initials Date



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E.
CITY ENGINEER
SUBJECT: 36TH/POINT FOSDICK INTERSECTION IMPROVEMENT PROJECT
(CSP-0029) – CHANGE ORDER NO. 1
DATE: DECEMBER 12, 2005

INTRODUCTION/BACKGROUND

On June 13, 2005, Council awarded the construction contract to Harlow Construction Co., Inc. in the amount of \$855,447.00 for construction of a single lane modern roundabout at the above-mentioned intersection.

Due to unforeseen outside private utility company relocation conflicts, and in order to minimize inconvenience to the traveling public, the City's contractor was unable to perform necessary roadway storm drainage work concurrently during the private utility work window. Consequently, Harlow was preempted from beginning its first phase of storm drain work in a timely manner. Due to this delay along with the concerted effort to minimize traffic congestion, additional time is required to complete this project.

This Change Order provides for both a 20 day contract time extension and an additional \$27,070.71 in associated necessary traffic control and other extra project costs. The majority of the extra costs are attributable to the required extra flagging hours necessary to complete the remaining work safely under traffic control. At any given time it is necessary to have one flagger at each leg of the four legged roundabout along with a traffic control supervisor who supervises safely the control of traffic throughout the roundabout.

ISSUES/FISCAL IMPACT

This Change Order will revise the total construction project amount to \$882,457.71. Sufficient funds exist within the Street Operating Fund, Objective No.15 in the amount of \$995,000 to fund this Change Order. Three funding sources are involved in this project. They include WSDOT and Pierce County, each at \$330,000.00, and the remainder from City Street funds.

RECOMMENDATION

I recommend that Council authorize Change Order No. 1 in the amount of \$27,010.71, including retail sales tax.

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

| | | |
|---|--|----------------------------------|
| Sheet <u>1 of 2</u> Date <u>12/5/05</u> | CHANGE ORDER | Change Order Number <u> 1 </u> |
| <input checked="" type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR. | <u>36th Street/Point Fosdick Dr. Improvement Project</u> CONTRACT NO.: <u> CSP-0029 </u> FEDERAL AID NO.: _____ | |
| ENDORSED BY: <u>Harlow Construction Co., Inc.</u> <small>COMPANY NAME</small> <small>SIGNATURE</small> <u>12/7/05</u> <small>DATE</small> TITLE: <u>PROJECT MANAGER</u> | TO: <u>Harlow Construction Co., Inc.</u> <u>3102 Long Lake Drive SE</u> <u>Lacey, WA 98503</u> | |
| Consent Given by Surety (When required): BY: _____ <small>ATTORNEY IN-FACT</small> <small>DATE</small> | | |

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR BY VERBAL APPROVAL BY THE ENGINEER HAS PERFORMED THE FOLLOWING WORK AS DISCRIBED BY THIS CHANGE ORDER:

Additional quantities were incurred as a result of private utility relocation forced delays and extra flagging hours associated with this time extension. Approval of this change order provides for a 20 working day time extension for a 95 working day contract time.

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

| ORIGINAL CONTRACT AMOUNT | CURRENT CONTRACT AMOUNT | NET CHANGE THIS ORDER | CONTRACT TOTAL AFTER CHANGE |
|--|-------------------------|--|-----------------------------|
| \$ <u>855,447.00</u> | \$ <u>855,447.00</u> | \$ <u>27,010.71</u> | \$ <u>882,457.71</u> |
| <input checked="" type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED: <small>CITY ENGINEER</small> <u>12/7/05</u> <small>DATE</small> | | <input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED: _____ <small>CITY ADMINISTRATOR</small> <small>DATE</small> | |
| <input type="checkbox"/> APPROVED: _____ <small>DATE:</small> _____ <small>MAYOR</small> | | | |

Note: Amounts include applicable Washington State Sales Tax. Final payment amount will vary from contract amount, and will be as set forth in the Final Progress Estimate and Reconciliation of Quantities.

36th Street/Point Fosdick Roundabout Construction

Change Order No. 1 Summary

| Item No. | Description | Amount |
|---------------------------------|---|--------------------|
| 1 Bid Item 61: | Additional Traffic Control Labor | \$9,800.00 |
| 2 Bid Item 62: | Additional Traffic Control Supervisor | \$2,050.00 |
| 3 Field Order #4: | Extend drain pipe and grade shoulder | \$2,830.00 |
| 4 RFC # GH16: | Restore asphalt path to school | \$6,379.81 |
| 5 RFC #GH17: | Repair sprinkler heads at Discovery Point | \$4,216.94 |
| 6 RFC #GH18: | Install handrail | \$1,733.96 |
| Change Order No. 1 Total | | \$27,010.71 |



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID BRERETON
DIRECTOR OF OPERATIONS
SUBJECT: CONTRACT AUTHORIZATION – CITY SHOP VENTILATION SYSTEM
DATE: DECEMBER 12, 2005

INTRODUCTION/BACKGROUND

The 2005 Street Operating budget provides the installation of a ventilation system in the equipment and welding area at the City's Maintenance Facility. Potential contractors were contacted in accordance with the city's Small Works Roster Process (Resolution No. 592). Three contractors responded with the following price quotation proposals:

| | |
|--|-------------|
| Schneider-Simpson Sheet Metal & Blower Co., Inc. | \$10,753.28 |
| Scott & From Co., Inc. | \$11,500.00 |
| Narrows Heating & Air Conditioning, Inc. | \$19,512.00 |

Based on the price quotation proposals received, the lowest price quotation received was from Schneider-Simpson Sheet Metal & Blower Company, Inc. in the amount of Ten Thousand Seven Hundred Fifty-three Dollars and Twenty-eight cents (\$10,753.28).

It is anticipated that the work will be completed within seven weeks after the contract is awarded.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2005 Budget Street Operating fund, Objective No. 11 in the amount of \$10,000.00. The lowest quotation received is \$753.28 over the budgeted amount however sufficient funds exist in the Street Operating fund.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for installation of ventilation system at the City's Maintenance Facility to Schneider-Simpson Sheet Metal & Blower Company, Inc. as the lowest responsible respondent, for their price quotation proposal amount of Ten Thousand Seven Hundred Fifty-three Dollars and Twenty-eight Cents (\$10,753.28).

**AGREEMENT FOR SERVICES BETWEEN GIG HARBOR
AND SCHNEIDER-SIMPSON SHEET METAL & BLOWER, CO., INC.**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Schneider-Simpson Sheet Metal & Blower Company, Inc. a Washington corporation, located and doing business at 1551 South Tacoma Way, Tacoma, Washington 98409, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the fabrication, furnishing of all materials and labor necessary to supply and install (2) two exhaust systems as shown on Exhibit A. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Ten Thousand Seven Hundred Fifty-three Dollars and twenty-eight cents (\$10,753.28), including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before January 31, 2006. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

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

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

VII. Termination.

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

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

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

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

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

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

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

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

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

X. Insurance.

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

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

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

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

- D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

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

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

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

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

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Schneider-Simpson Sheet Metal & Blower Company, Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

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

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

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

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

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

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the

other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

**SCHNEIDER-SIMPSON
SHEET METAL & BLOWER CO., INC.**

THE CITY OF GIG HARBOR

By: Mike Wire
Its PROJECT MANAGER

By: _____
Its Mayor

Notices should be sent to:

Schneider-Simpson
Sheet Metal & Blower Co., Inc.
Attn: Michael S. Wire
Project Manager/Designer
1551 South Tacoma Way
Tacoma, Washington 98409
(253) 472-4461

City of Gig Harbor

Attn: David Brereton
Community Development Director
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____



Schneider-Simpson
Sheet Metal & Blower Co., Inc.
 1551 So. Tacoma Way, Tacoma, WA 98409-7986
 Phone: (253) 472-4461 • FAX (253) 475-8864

Exhibit A

ESTIMATE

| | | | |
|---|--|--|--|
| ESTIMATE SUBMITTED TO | | PAGE NO. 1 OF 1 | |
| City of Gig Harbor | | DATE November 18, 2005 Rev. 12/7/05 | |
| STREET 3510 Grandview St | | PHONE 253-851-8406 | |
| CITY, STATE AND ZIP CODE Gig Harbor, Wa. 98335 | | JOB NAME Carmon and Weld Exhaust System | |

Attention: John Winden, Jr.
 Public Works Fleet

We offer to fabricate, furnish materials and install the following two Exhaust Systems:

I – One Carmon Exhaust System to include (1) 1400 cfm model #14F exhaust fan; one pull up kit for hose; 24 feet of 6” high temp type CLX flex hose; ceiling mount frame; 6” piping and flashing to exhaust through roof as required.

Price.....\$ 5,335.00

II- One Welding Exhaust System to include (1) Torit model 14 ft. Flex Trunk w/2 hp fan; wall mount frame; 6” piping and flashing to exhaust through roof as required.

Price.....\$ 4,585.00

Total.....\$9,920.00

WSSTax @ 8.4%..... \$833.28

Total\$10,753.28

Note: Excludes all electrical and control materials and installation.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

dollars (\$ 10,753.28).

Payment to be made as follows: NET 30 DAYS UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature

Michael S. Wire

Note: This proposal may be withdrawn by us if not accepted within

45-DAYS

ACCEPTANCE - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF ORDINANCE
- HALL STREET VACATION REQUEST
DATE: DECEMBER 12, 2005

INTRODUCTION/BACKGROUND

The City received a petition on June 30, 2005, to vacate a portion of Hall Street abutting the Israel/Hall property as shown on exhibits A and B on the attached ordinance in accordance with GHMC 12.14.002C. The petition was amended on November 9, 2005 to clarify ownership of the residential property, as the Janell Adrienne Israel Living Trust and the Colin Kelly Harris Living Trust. On November 28, 2005 the City Council held a public hearing regarding the requested street vacation.

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

The City Attorney has responded to the questions that arose at the first reading of this ordinance and has made the revisions accordingly.

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

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

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



PROPOSED
STREET
VACATION
LOCATION

ISRAEL STREET VACATION ON HALL ST.
VICINITY MAP

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY GIG HARBOR, WASHINGTON, VACATING A
PORTION OF HALL STREET, BETWEEN NORTH
HARBORVIEW DRIVE AND VERNHARDSON
STREET.**

WHEREAS, the City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect the rights of anyone, including any rights the public may have acquired in the right-of-way since the street was vacated by operation of law; and

WHEREAS, the portion of Hall Street subject to this vacation request was created in the Plat of the Artena, recorded in the records of Pierce County in 1891; and

WHEREAS, the referenced portion of street right-of-way has never been opened or improved as a public street; and

WHEREAS, the referenced portion of street right-of-way was located in Pierce County during the period of five years prior to 1909, and there is no evidence that it was used as a street during such period; and

WHEREAS, the City Council passed Resolution No. 654 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on November 28, 2005, and at

the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Hall Street right-of-way, lying between North Harborview Drive and Vernhardson Street, abutting the northern property frontage of Parcels A and B of Short Plat No. 2260000371, attached hereto as legally described in Exhibit A and incorporated by this reference and as shown as depicted on Exhibit B, has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760).

Section 2. This unopened street vacated by lapse of time five years after is was platted in 1890 under the above statute, and the property owners have petitioned the City to adopt a vacation ordinance which would formally remove the cloud on the title of the referenced Hall Street right-of-way area. Since the actual vacation occurred, the property has been subject to adverse possession. (See, *Wells v. Miller*, 42 Wn. App. 94, 708 P.2d 1223 (1985).) This street vacation ordinance merely lifts the cloud on the title, and does not affect any rights acquired by the City, the public, or any member of the public since the street vacated in 1906. The City Council's adoption of this ordinance in order to remove the cloud on the title associated with Hall Street has been performed

solely to recognize operation of law under the above statutes, and is not the City's admission that the property described in Exhibit A is owned by the petitioners. Other individuals and entities, including the City, may have acquired rights to the property by adverse possession or prescription, and may seek formal recognition of these rights by quiet title action filed in a court with competent jurisdiction.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. The City has an easement over, under and through the street as generally depicted on Exhibit B. The City shall retain its existing easement in the street for the purpose of maintaining, operating, repairing and replacing the sewer utilities in place.

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

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

CITY OF GIG HARBOR

By:

Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly M. 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:

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

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

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

VACATION PARCEL A:

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

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

VACATION PARCEL B:

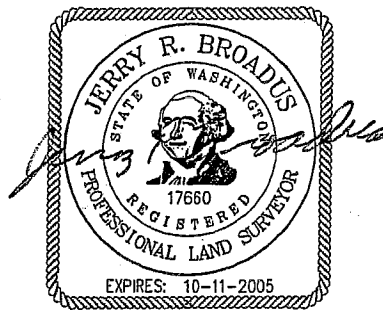
COMMENCING AT A MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF SAID HALL STREET AND THE CENTERLINE OF NORTH HARBORVIEW, IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN SAID CITY OF GIG HARBOR; THENCE ALONG THE CENTERLINE OF VACATED HALL STREET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

THENCE CONTINUING ALONG SAID CENTERLINE $N89^{\circ}58'31''W$ 75.11 FEET TO A POINT

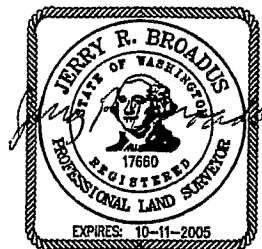
THAT BEARS S67°12'59"E 51.00 FEET FROM A BRASS MONUMENT MARKING A 51 FOOT RADIUS POINT IN SAID HALL STREET; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT, HAVING SAID BRASS MONUMENT AS ITS RADIUS POINT, THROUGH A CENTRAL ANGLE OF 54°25'31" AND AN ARC DISTANCE OF 48.44 FEET TO THE SOUTH LINE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

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

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



9-12-05



9-12-05

PEACOCK HILL AVE.

RADIAL BEARING:
WEST CURVE:
S67°15'57" W 51.00
L=48.44
CA=54.25'31"

VACATED HALL ST.
ORD. 520
275.71
TPOB
PARCEL A
N89°58'31" W 780.76 0/A

VACATION
PARCEL A

N. HARBORVIEW

VACATED GOODMAN AVE.
15' UTILITY EASEMENT
N0°01'10"E 844.95
ORD. 589

NO°01'10"E 755.00
PAVED
GOODMAN AVE.

RADIAL BEARING:
EAST CURVE:
S67°12'59" E 51.00

LOTS 1 - 3 AND
W. 5' LOTS 26-28
ISRAEL/HARRIS
2260000371

VACATION
PARCEL B

25' ACCESS EASEMENT TO PARCELS

CA=54.25'31"
L=48.44
110.83

RIGHT OF WAY
DEDED TO CITY
AF 9203040306
BRASS
MONUMENT
(51' RADIUS)
7.5' WATERLINE
EASEMENT

VERNHARDSEN ST.

BLOCK 10
ARTENA
VOL 5 P 68

STORM DRAIN
SANTARY SEWER
N89°58'31" W 475.05

BLOCK 7
ARTENA
VOL 5 P 68

TPOB
PARCEL B
N0°0'35"E 30.00
319.97

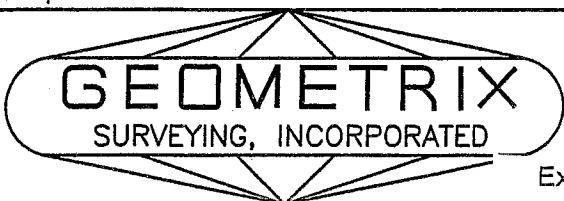
HALL ST.

N. HARBORVIEW



0 50 100

NW 05-T21N-R02EWM



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

HALL ST.
VACATION

Exhibit B

7

COPY

BEFORE THE GIG HARBOR CITY COUNCIL

IN RE AMENDED PETITION TO VACATE
UNOPENED SEGMENT OF HALL STREET

AMENDMENT TO PETITION TO VACATE
UNOPENED SEGMENT OF HALL STREET

A Petition to Vacate the segment of Hall Street adjoining the residential property located at 3669 Artena Lane, Gig Harbor, Washington 98335, was submitted to the City of Gig Harbor on June 29, 2005. A public hearing on that vacation has been scheduled for November 28, 2005. The Petition mistakenly states that the property is owned by Janell Israel. In fact, the property is owned by the Janell Adrienne Israel Living Trust and the Colin Kelly Harris Living Trust ("The Trusts"). The sole purpose of this Amendment is to clarify ownership of the residential property. The remainder of the Vacation Petition remains the same as that filed with the City on June 29, 2005, except that provisions of the Petition have been amended to reflect the actual ownership of the property.

JUNE 29, 2005 -- PETITION TO VACATE
UNOPENED SEGMENT OF HALL STREET

The Trusts and their Trustees petition the City Council to recognize the vacation of an unopened segment of Hall Street, which abuts residential property owned by The Trusts located at 3669 Artena Lane, Gig Harbor, Washington 98333 (the former address of the property was 9310 Milton, Gig Harbor, WA). This segment of Hall Street was vacated by operation of law under the non-user statute. Laws of Washington, Chapter 19, § 32 (Non-User Statute) 1889-90.

IN RE AMENDED PETITION TO VACATE
UNOPENED SEGMENT OF HALL STREET -- 1
active Israel misc amend petition GH city council 110905

A plat which predates 1907 created the segment of Hall Street which abuts The Trusts' property was created by plat which predates 1907. When the street was created, it was located in unincorporated Pierce County; Gig Harbor was not incorporated until 1946. This street has been vacated by operation of law under the non-user statute codified in § 18.89-90, Laws Of Washington, Chapter 19 § 32, it stated:

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

Smith v. King County, 80 Wash. 273, 276, 141 Pac. 695 (1914) holds that the non-user statute causes unopened streets to be vacated by operation of law and explains that "when vacation occurs by operation of law or otherwise, the land is freed from the easement as completely as though it never existed and that the owner of the soil has an absolute title to the same." *Lewis v. Seattle*, 174 Wash. 219, 225, 24 P.2d 427 (1933) discusses that the non-user statute:


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

Lewis, 174 Wash. 225.

Because the street was vacated as a matter of right, this vacation petition has simply been submitted to request that the City Council enter an order vacating the property. This will allow records to show that the street has been vacated, and that it is a portion of The Trusts' property. Because the street was vacated as a matter of right, it should not be necessary to obtain the consent of abutting property owners. Further, because the street was vacated pursuant to the Non-User Statute, The Trusts should neither be required to pay appraisal fees nor compensation

for the right-of-way. See *Gig Harbor Municipal Code* 12.14.018(c). It is likely that the segment of Hall Street which abuts The Trusts' property was never open for street purposes, because it is located in a sloping area where it would not be feasible to develop a street. Moreover, it was unnecessary to open Hall Street for municipal street use because the properties in the vicinity of The Trusts' property all have access by other streets. There is no further municipal street purpose available for this land. My clients urge the City Council to adopt a resolution which recognizes that the segment of Hall Street which abuts their property has been vacated by the operation of law.

Dated this 9 day of November, 2005.



JANE KOLER, WSBA #13541
Attorney for Janell Israel, Trustee of the
Janell Adrienne Israel Living Trust and Colin
Harris, Trustee of the Colin Kelly Harris
Living Trust and the Janell Adrienne Israel Living
Trust and the Colin Kelly Harris Living Trust



ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: SECOND READING OF ORDINANCE INCREASING MONTHLY WATER RATES.
DATE: DECEMBER 12, 2005

INTRODUCTION

This is the second reading of an ordinance increasing monthly water rates. Rates were last increased October 1, 2003 as recommended in a rate study conducted by Gray and Osborne, Inc. This same study also recommended a second 5% rate increase approximately one year after the first increase.

BACKGROUND

The proposed rate increase will ensure that adequate revenues are available to meet operating costs, replace aging infrastructure, construct new facilities, and maintain adequate cash reserves.

FINANCIAL

The proposed rate increase will provide approximately \$35,000 in additional operating revenues for the water utility in 2006.

Currently, the City's average residential water bill for one month is \$20.98. With the proposed increase this rate would increase to \$22.03.

RECOMMENDATION

Staff recommends adoption of this ordinance.

**CITY OF GIG HARBOR
ORDINANCE NO. ____**

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY WATER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF WATER SERVICES; AMENDING GIG HARBOR CODE SECTIONS 13.04.010, 13.04.020 AND 13.04.060, TO BE EFFECTIVE BEGINNING JANUARY 1, 2006.

WHEREAS, it is necessary to raise water service rates and charges to meet the increasing cost of providing water services;

WHEREAS, the 2003 rate study by Gray & Osborne recommends these rate increases;

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **DO ORDAIN AS FOLLOWS:**

Section 1. Section 13.04.010 of the Gig Harbor Municipal Code is hereby amended as follows:

13.04.010 Water Rates.

The monthly water service rates shall be set at the following amounts:

| <u>Customer Class/Meter</u> | <u>Customer Base Charge (per meter/month)</u> | <u>Commodity Charge (per ccf)</u> |
|------------------------------------|--|--|
| Residential | <u>\$9.53</u> \$9.08 | \$1.25 <u>\$1.19</u> |
| Multi-residential | | |
| 5/8" & 3/4" | <u>16.74</u> 15.94 | <u>1.16</u> 1.10 |
| 1" | <u>23.04</u> 21.94 | <u>1.16</u> 1.10 |
| 1-1/2" | <u>38.66</u> 36.82 | <u>1.16</u> 1.10 |
| 2" | <u>57.48</u> 54.74 | <u>1.16</u> 1.10 |
| 3" | <u>107.61</u> 102.49 | <u>1.16</u> 1.10 |
| 4" | <u>\$164.06</u> 156.25 | <u>\$1.16</u> 1.10 |
| Commercial/Schools | | |
| 5/8" & 3/4" | <u>\$14.04</u> 13.37 | <u>\$1.21</u> 1.15 |
| 1" | <u>18.53</u> 17.65 | <u>1.21</u> 1.15 |
| 1-1/2" | <u>29.67</u> 28.26 | <u>1.21</u> 1.15 |
| 2" | <u>43.09</u> 41.04 | <u>1.21</u> 1.15 |
| 3" | <u>78.86</u> 75.10 | <u>1.21</u> 1.15 |
| 4" | <u>\$119.11</u> 113.44 | <u>1.21</u> 1.15 |

Section 2. Section 13.04.020 of the Gig Harbor Municipal Code is hereby amended as follows:

13.04.020 Nonmetered residential uses.

Until a water meter has been installed to measure water consumed by a residential unit or a multiple-residential building, the water service charge applicable to such unmetered unit shall be \$28.28 ~~\$26.93~~ per month per unit.

Section 3. Section 13.04.060 of the Gig Harbor Municipal Code is hereby amended as follows:

13.04.060 Discontinuance of water service.

Should the owner of any premises desire to discontinue the use of water supplied any premises, he shall give the city notice in writing and pay in full any outstanding water charges on his account at the utility department. The water shall then be shut off. Upon proper application and payment of \$25.00 ~~\$15.00~~ turn-on charge, water service shall be turned on again.

Section 4. This ordinance shall be in full force and take effect January 1, 2006 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___th day of December, 2005.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with city clerk:

Passed by city council:

Date published:

Date effective:

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

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY WATER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF WATER SERVICES; AMENDING GIG HARBOR CODE SECTIONS 13.04.010 AND 13.04.020, TO BE EFFECTIVE BEGINNING JANUARY 1, 2006.

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

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

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

BY: _____

MOLLY M. TOWSLEE, CITY CLERK



ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: SECOND READING OF ORDINANCE INCREASING MONTHLY SEWER RATES.
DATE: DECEMBER 12, 2005

INTRODUCTION

This is the second reading of an ordinance increasing monthly sewer service rates. Rates were last increased October 1, 2003 as recommended in a rate study conducted by Gray and Osborne, Inc. This same study also recommended a second rate increase approximately one year after the first increase.

BACKGROUND

The proposed rate increase will ensure that adequate revenues are available to meet operating costs, replace aging infrastructure, construct new facilities, and maintain adequate cash reserves.

FINANCIAL

The proposed rate increase will allow the sewer utility to cover operating expenses (not including debt service payments) in 2006.

Currently, the City's average residential sewer bill for one month is \$29.63. With the proposed increase this rate would increase to \$31.11. This increase will provide an additional \$75,000 in annual revenues.

RECOMMENDATION

Staff recommends adoption of this ordinance.

**CITY OF GIG HARBOR
ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON INCREASING THE MONTHLY SEWER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF SEWER SERVICES; AND AMENDING GIG HARBOR CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025 TO BE EFFECTIVE BEGINNING JANUARY 1, 2006.

WHEREAS, it is necessary to raise sewer service rates and charges to meet the increasing cost of providing sewage collection and treatment services; and

WHEREAS, the 2003 rate study by Gray & Osborne recommends these rate increases;

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **DO ORDAIN AS FOLLOWS:**

Section 1. Section 13.32.010 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.10 Sewer Rates.

A. The monthly sewer service rate shall be set at the following amounts:

| <u>Customer Class</u> | <u>Customer Base Charge (per month)</u> | <u>Commodity Charge (per ccf)</u> |
|--|--|--|
| Residential | \$16.98 \$16.17 | \$2.08 \$1.98 |
| Multi-Family Residential (per living unit) | 13.06 12.44 | 2.08 1.98 |
| Commercial/School | 39.64 37.75 | 3.68 3.50 |
| Dept. of Corrections | \$5,236.35 \$4,987 | \$2.08 \$1.98 |

* * *

Section 2. Section 13.32.015 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.015 Sewer Rates – Community Systems. The monthly sewer service rates for community systems shall be set at the following amounts:

| Customer Class | Monthly Charge |
|-----------------------|---|
| Shore Crest System | <u>\$5.25</u> \$5.00 plus <u>\$25.86</u> \$24.63 /living unit |

Section 3. Section 13.32.020 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.20 Non-metered uses. Until a water meter has been installed to measure water flow by a residential unit, multi-residential building, or commercial facility, the sewer service charge for each unmetered unit/facility shall be as follows:

| <u>Nonmetered Customer Class</u> | <u>Monthly Charge</u> |
|---|---|
| Residential | <u>\$31.11</u> \$29.63 /unit |
| Multifamily residential | <u>22.31</u> 21.25 /living unit |
| Commercial | <u>\$76.39</u> 72.75 /billing unit |

Section 4. Section 13.32.025 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.025 Sewer Rates – Community systems using flow meters.

| <u>Customer Class</u> | <u>Customer Base Charge (per month) (per ccf)</u> | <u>Commodity Charge</u> |
|------------------------------|---|---------------------------------|
| Residential | <u>\$5.25</u> \$5.00 + <u>\$11.73</u> \$11.17 /unit | <u>\$2.08</u> \$1.98 |
| Multi-Family Residential | <u>\$5.25</u> \$5.00 + <u>\$7.81</u> \$7.44 /unit | <u>\$2.08</u> 1.98 |
| Commercial | <u>\$5.25</u> \$5.00 + <u>\$34.39</u> \$32.75 /unit | <u>\$3.68</u> 3.50 |

* * *

Section 5. This ordinance shall be in full force and take effect December __, 2005 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___th day of December, 2005.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee
City Clerk

Filed with city clerk:

Passed by city council:

Date published:

Date effective:

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

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON INCREASING THE MONTHLY SEWER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF SEWER SERVICES; AND AMENDING GIG HARBOR CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025 TO BE EFFECTIVE BEGINNING JANUARY 1, 2006.

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

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

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

BY: _____

MOLLY M. TOWSLEE, CITY CLERK



ADMINISTRATION

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT
SUBJECT: APPOINTMENT TO THE PLANNING COMMISSION
DATE: DECEMBER 12, 2005

INTRODUCTION / BACKGROUND

In November, with great regret I received Marilyn Owel's letter of resignation from the Planning Commission.

The Gateway ran an ad requesting letters of interest. Two letters were received by the December 6th deadline, and are attached for your consideration.

My recommendation at this time will be for the appointment of Jeanne Derebey to the Planning Commission. Let us encourage Linda Gair to participate on the Economic Development Board of the Chamber of Commerce and continue to bring us the voice of the Gig Harbor Waterfront Retail & Restaurant Association.

I thank them both for offering their experience and talent to serve the citizens of Gig Harbor. A letter of thanks will be sent to Marilyn Owel for her service on the Gig Harbor Planning Commission.

RECOMMENDATION

To approve the Planning Commission appointment of Jeanne Derebey to the vacant term to serve until June, 2011.



Marilyn E. Owel
6844 Main Sail Lane
Gig Harbor, WA 98335

November 23, 2005

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

RE: Notice of Resignation, Planning Commission

Dear Mayor:

I did not anticipate that this would happen this soon, however, this is to let you know that I will be resigning from the Planning Commission at the end of this year, 2005.

Bill and I want to take advantage of our retirement years and enjoy some travel opportunities, as well as taking some time to be with our grandchildren and the rest of our family, all of whom live either in the Midwest, or in California. This means that we will be away a lot. The Planning Commission needs to operate with a full contingent, and so it is best to bring someone on board sooner, rather than later.

I'm certain that you will choose someone who will approach this challenge with integrity, enthusiasm and vigor, just as you always have.

My special thanks to you and the City Council for the opportunity to serve.

With all best wishes to you Mayor, and to the citizens of Gig Harbor for a bright and wonderful future.

Sincerely,

Marilyn Owel

THE DEREBEY'S

December 6, 2005

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

Re: Planning Commission Opening

Dear Madam Mayor:

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

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

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

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

Sincerely,

Jean E. Derebey

December 3, 2005

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

Dear Gretchen and Chuck:

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

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

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

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

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

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

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

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

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

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

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

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

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

I want to continue to help:

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

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

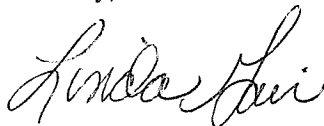
I am a co-chair of the Chamber **Economic Development** Committee.

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

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

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

Sincerely,

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

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

cc: Council Members



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: RESOLUTION FOR PUBLIC HEARING
F.H. ADAMS ADDITION ALLEY VACATION REQUEST
– WILLIS/ROSS CONDOMINIUM BUILDING
DATE: DECEMBER 12, 2005

INTRODUCTION/BACKGROUND

The City received a letter on November 27, 2005 from the law firm of Harlowe & Hitt representing Wayne Willis and the Ross Building Condominium Association, owners of the abutting property, petitioning the City to vacate an alley in accordance with GHMC 12.14.002C.

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

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

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that Council pass the resolution setting Monday, January 9, 2006 at 7:00 p.m. as the date for the public hearing for the alley vacation located in the F.H Adams Addition.



Harlowe & Hitt LLP

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

November 21, 2005

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

RE: PETITION TO VACATE ALLEY

Mr. Brereton:

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

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

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

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

Thank you for your assistance with this process.

Sincerely,

Mario D. Parisio

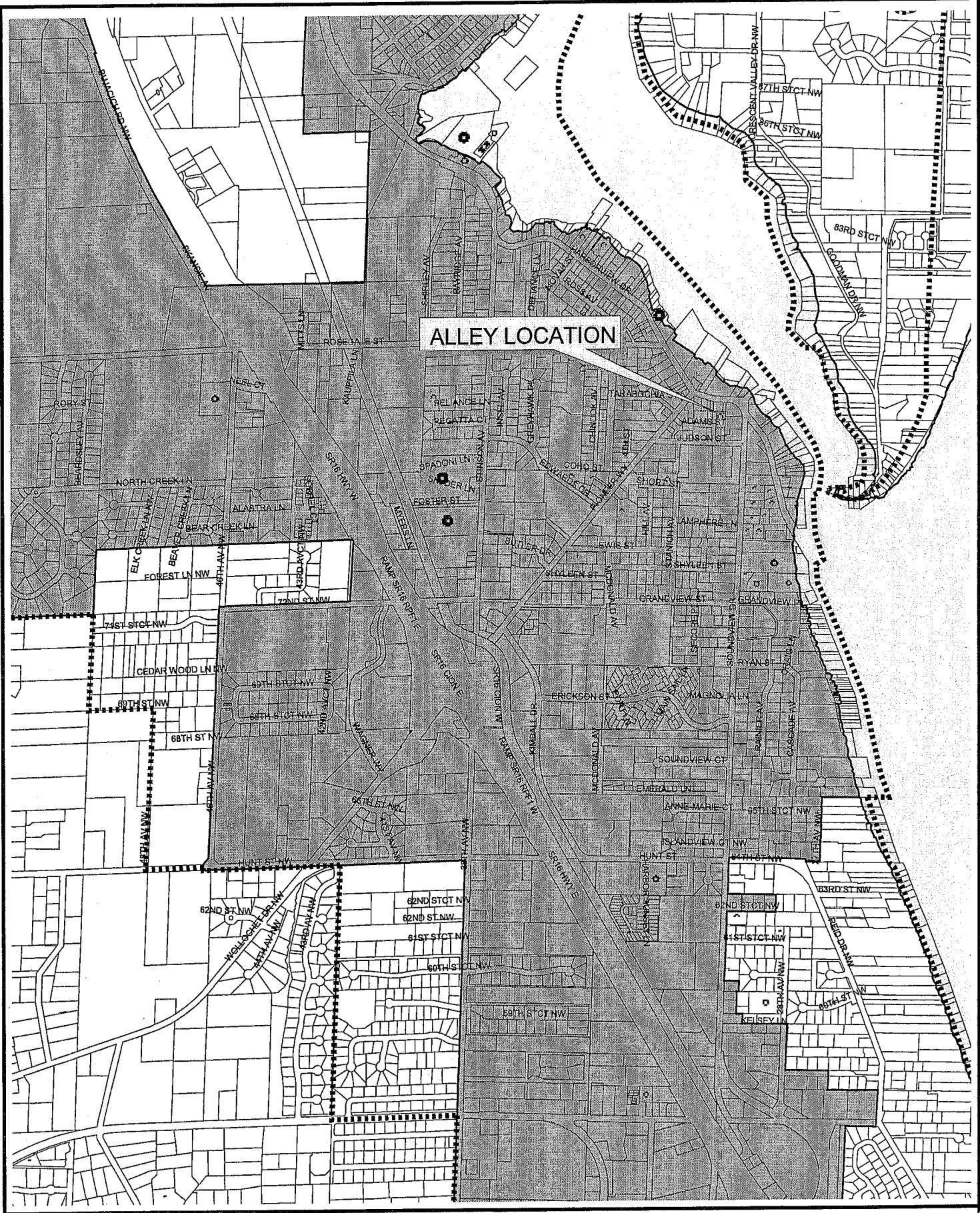
Enclosures

cc: Wayne B. Willis

[1015487]

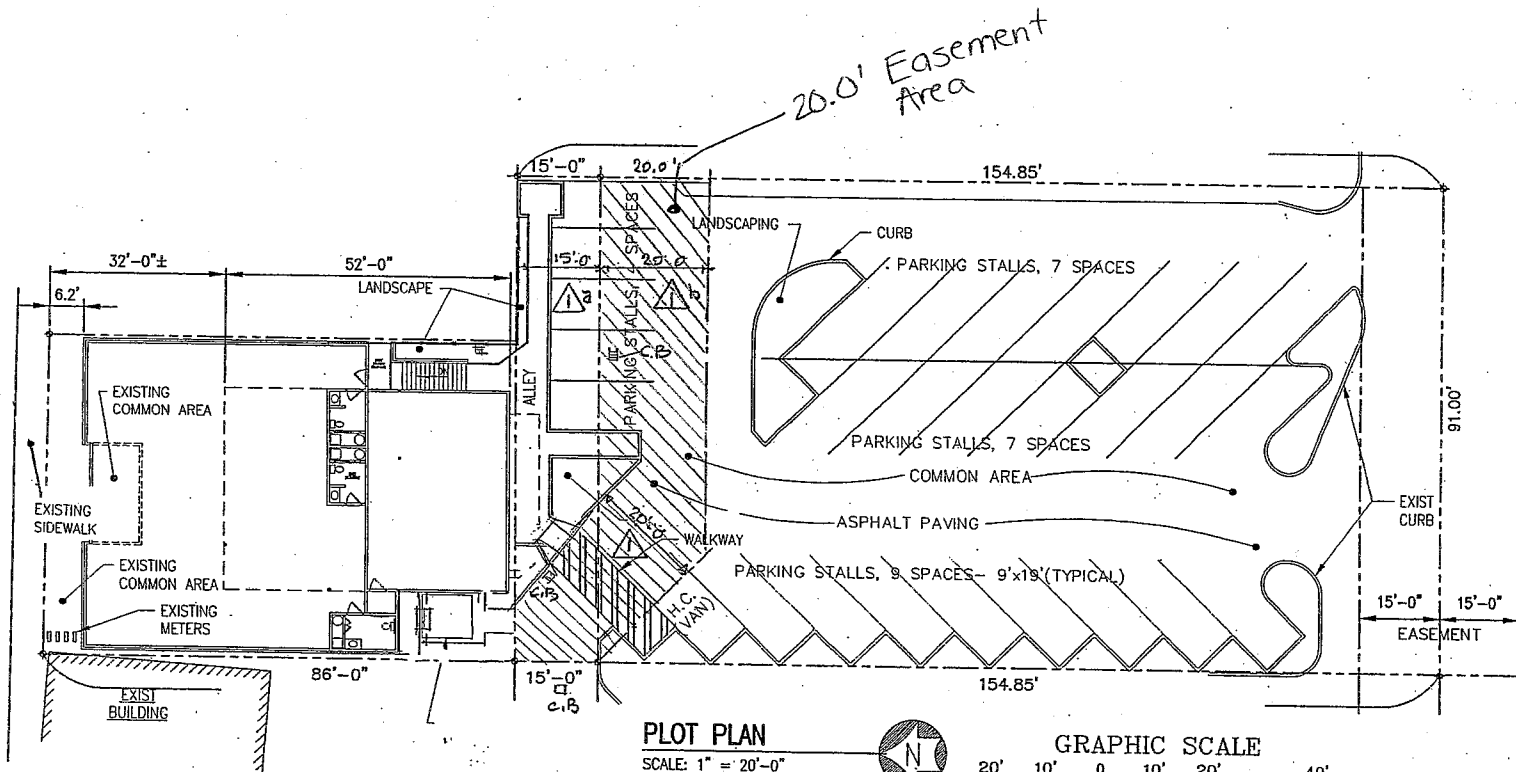
RECEIVED

CITY-CASHDRWR1Jaci
Willis Enterprises NOV 27 2005
CR Batch 028.11.2005
Date 11/28/2005 CITY OF GIG HARBOR
0052820 150.00 OPERATIONS & ENGINEERING
Cash 0.00
Check 150.00
Credit 0.00



ALLEY LOCATION

WILLIS/ROSS ALLEY VACATION VICINITY MAP

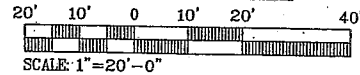


PLOT PLAN

SCALE: 1" = 20'-0"
NOTE: SEE SITE PLAN BELOW



GRAPHIC SCALE



- NOTES:**
 EASEMENT REVISIONS DEC 7, 2005
 1. VACATE EXISTING ALLEY EASEMENT AS SHOWN - 15'-0" WIDE
 2. EASEMENT FOR INGRESS/EGRESS OF UNDERGROUND UTILITIES

LEGAL DESCRIPTION

THAT PORTION OF AN ALLEY LOCATED IN F.H. ADAMS ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 13 OF PLATS, PAGES 54 AND 55, RECORDS OF PIERCE COUNTY, LEGALLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast corner of Lot 12, F.H. Adams Addition, thence Northerly 15 feet to the Southeast corner of Lot 10, F.H. Adams Addition, thence Westerly along the South line of Lots 10, 9, and 8, F.H. Adams Addition, a distance of 89.95 feet to the Southwesterly corner of Lot 8, F.H. Adams Addition, thence Southerly 15 feet to the Northwest Corner of Lot 13, F.H. Adams Addition, thence Easterly along the North line of Lots 13 and 12, F.H. Adams Addition, a distance of 90.75 feet to the point of beginning.

Also described as that portion of an alley located in F.H. Adams Addition, according to plat recorded in Book 13 of Plats, Pages 54 and 55, records of Pierce County, described as:

That portion of a fifteen foot alley abutting Lots 8, 9 and 10, F.H. Adams Addition to the South, and abutting Lots 12 and 13, F.H. Adams Addition, to the North.

Located in the Northeast quarter of the Northwest quarter in Section 8, Township 21 North, Range 2 East, W.M., in the City of Gig Harbor, Pierce County.

Consisting of 1,355.25 square feet.



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, TO INITIATE THE PROCEDURE FOR THE VACATION OF A PORTION OF ALLEY BETWEEN AND ABUTTING LOTS 8, 9 AND 10 (TO THE NORTH) AND LOTS 12 AND 13 (TO THE SOUTH), ALL IN F.H. ADAMS ADDITION, COMMONLY KNOWN AS 3010 HARBORVIEW DRIVE, LOCATED IN GIG HARBOR, WASHINGTON

WHEREAS, Wayne Willis and the Ross Building Condominium Association, desires to initiate the procedure for the vacation of the portion of alley, of the original plat of the F.H. Adams Addition to the City of Gig Harbor, located at 3010 Harborview Drive; and

WHEREAS, Wayne Willis and the Ross Building Condominium Association are the owners of the property abutting said portion of the alley; and

WHEREAS, the City Council considered the petition during its regular meeting of December 12, 2005,

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

Section 1. A public hearing upon said street vacation shall be held in the council chambers of Gig Harbor Civic Center on Monday, January 9, 2006 at 7:00 p.m., at which hearing all persons interested in said alley vacation are invited to appear.

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

PASSED this 12th day of December 2005.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JENNIFER SITTS, SENIOR PLANNER
SUBJECT: STAFF REPORT - PLANNING COMMISSION WORK PROGRAM
DATE: DECEMBER 12, 2005

As requested at the November 28, 2005 Council Meeting, listed below are the Planning Commission's active projects. At the end of this report you will find the staff's recommendation for prioritizing the Planning Commission's work program for the coming year.

Projects currently in review:

Land Use Matrix, City-sponsored, submitted 11/04: The land use matrix project was initiated after an administrative interpretation on uses allowed in the ED zone was appealed. The matrix project will reorganize and clarify existing allowed uses; substantive changes to the code are not proposed. The matrix will allow staff to identify permitted uses with less reliance on interpretations. The project also clarifies and simplifies land use category definitions and parking calculations. After being postponed last summer for building size and waterfront-related text amendments, the land use matrix is almost finished. It is scheduled for a worksession on December 15, 2005. I predict it will take one additional worksession to finish the substance review of the amendment. An additional worksession will be needed to review a draft ordinance and there will be a public hearing after the SEPA process is finished. The public hearing for the land use matrix will most likely occur in March.

Independent Living Facilities in the B-2, General Business District, Colson and Colson Construction, submitted 6/14/05: The amendment would add independent living facilities as a conditional use in the B-2 zone. This amendment was scheduled for a worksession on December 1, 2005, but due to snow on that date, the applicant asked the worksession be rescheduled to January 5, 2006. The public hearing for this amendment was already noticed and scheduled for January 5th, so the worksession will precede the hearing. (GHMC 17.36.030)

Text amendments waiting for review:

Limiting Office Uses in Waterfront Millville, Carol Davis, submitted 6/24/05: The amendment would limit professional offices to incidental uses in existing structures in the Waterfront Millville zone. (GHMC 17.48.020(G))

Height Restriction Area Criteria Amendment, Halsan Frey LLC, submitted 9/12/05: This proposal would modify the criteria for amendments to the height restriction area map. The amendment would allow properties which are located at the top or behind the ridge line of the view basin to be removed from the height restriction area map. (GHMC 17.62.040)

Adding Museums to Performance-based Height Exceptions, Peninsula Historical Society, submitted 9/22/05: This amendment would add museums to the list of structures eligible for performance-based height exceptions. The amendment proposes criteria for approval of performance-based height exceptions for museums. (Chapter 17.67 GHMC)

Hearing Examiner Review of Development Agreements, City-sponsored, submitted 9/27/05: This amendment will change the processing of development agreements to meet State law. The amendment would change the hearing body for development agreements from the planning commission to the hearing examiner. The City Council would still be required to adopt the development agreement after the public hearing. (GHMC 19.08.040)

Combination of Nonconforming Lots, City-sponsored, submitted 9/28/05: The amendment would allow an owner of two adjoining nonconforming lots to combine the two lots, even if the resulting lot would not meet the requirements under the current code for area or dimension. The City Council directed staff to draft language at the September 12, 2005 meeting. The planning staff received the draft ordinance from the City Attorney on September 28, 2005. (Chapter 16.03 GHMC)

Projected Planning Commission projects:

2006 Comprehensive Plan Amendments: The 2006 comprehensive plan amendments include the map amendment requested by Franciscan Health Systems for St. Anthony Hospital.

Critical Areas Ordinance Update: At the Council's last meeting, the Planning Commission was directed to hold a worksession and public hearing on the proposed amendments to the City's environmental code. Until the City adopts the critical areas ordinance and becomes compliant with GMA's best available science requirement, the City will be ineligible for certain State grants, including grants for transportation improvements. (Title 18 GHMC)

Modifying Building Size Limitations in the RB-1 zone: In 2004, an amendment was proposed to remove the 5,000 square feet per lot limitation on nonresidential buildings in the RB-1 and replace it with a per structure limitation. Due to the view basin building size text amendments, this proposed amendment was tabled. (GHMC 17.28.050(I))

Sign Code Amendment for City Wayfinding Plan: The marketing department might propose an amendment to the City's sign code to allow off-premise signage for lodging establishments. City staff is still looking into the exact text amendment needed to accomplish the plan and will discuss the changes with the marketing department prior to submitting the application for a text amendment.

Zoning Code Definitions Consolidation: A text amendment is needed to consolidate all the definitions used in the Zoning Code into one chapter. Currently, definitions can be found throughout Title 17. In many cases there are multiple definitions for one term, making application of the development standards difficult for the staff and customers. This amendment is intended to organize, clarify and simplify the zoning code for better customer service.

Codifying a Process for Comprehensive Plan Amendments: The City does not have a defined process for reviewing comprehensive plan amendments each year. This amendment would create a comprehensive plan amendment permit process with defined timelines and review steps.

Recommendation for a Planning Commission Work Program:

The staff recommends that the two projects currently being reviewed by the Planning Commission continue through completion. If the land use matrix needs review after January 5th, the staff recommends employing special worksessions to finish the project. If after January 5th, the Council would like to have the Planning Commission review projects in an order other than when the applications were received, the staff recommends the following review tiers:

First Tier:

2006 Comprehensive Plan Amendments
Limiting Office Uses in Waterfront Millville
Height Restriction Area Criteria Amendment
Adding Museums to Performance-based Height Exceptions
Modifying Building Size Limitations in the RB-1 zone

Second Tier:

Critical Areas Ordinance Update
Combination of Nonconforming Lots
Hearing Examiner Review of Development Agreements

Third Tier:

Zoning Code Definitions Consolidation
Codifying a Process for Comprehensive Plan Amendments
Sign Code Amendment for City Wayfinding Plan



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E.
CITY ENGINEER
SUBJECT: STAFF REPORT - EDDON BOAT EPA GRANT APPLICATIONS
DATE: DECEMBER 12, 2005

One of the conditions contained within the purchase and sale agreement between the City and the sellers, provides for the City to seek grant funding opportunities towards the environmental cleanup of the Eddon Boat yard site. Pursuant to that end, the City will be making application for two Federal EPA Brownfield Grants. These grants allocate Federal monies towards the environmental cleanup of sites containing hazardous substance or contaminants. If successful in the Grant application process, the City could receive up to \$400,000 in Federal Cleanup monies. The City's cost share would be approximately \$150,000.

A copy of the public notice sent out on November 29th is provided for additional information.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

For Immediate Release: November 29, 2005

Contact: **Stephen Misiurak**, P.E., City Engineer, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 (253) 851-6170, email misiuraks@cityofgigharbor.net

City of Gig Harbor seeks comments on Federal Grants until December 12.

Brownfields are properties where expansion, redevelopment, or reuse may be complicated by the presence or potential presence of a contaminant, pollutant or hazardous substance. The U.S. Environmental Protection Agency (EPA) Brownfields Grant program was created to help communities redevelop, reuse or expand land, that because of contamination might otherwise be unusable.

The *Eddon Boatyard* site consists of 2 parcels and associated tidelands located at 3805 and 3711 Harborview Drive. Historic use was a boathouse and boats have been built on the site since the 1920s. Under private ownership, these properties were proposed for a housing development by the Harbor Cove Group. In November, 2004, the voters approved a Land Acquisition and Development General Obligation Bond of \$3.5 million and the City completed purchase of the property in March, 2005.

Prior to opening the Eddon Boat Park, the City wants to resolve all environmental issues associated with the site. As a part of this process, the City is considering the possibility of applying for a Federal Brownfields Grant to help fund portions of the site investigation or cleanup. If the grant application is made and successful, up to \$400,000 in grant funds would be used to clean up any contaminated soils and sediments.

The City, coordinating with the Washington State Department of Ecology Voluntary Cleanup Program (VCP), is working cooperatively with the sellers on cleanup and redevelopment activities. Grant funds may also be used to support community involvement activities.

The site enjoys panoramic views with unrestricted access to the harbor and proximity to other amenities, retail establishments, and recreation. These unique attributes, and virtual lack of public access elsewhere in the area, make this an important park acquisition and environmental cleanup opportunity. The future vision for the Park is to preserve a portion of the City's historic waterfront and boat building history in downtown Gig Harbor.

As part of the EPA Brownfields process, the grant applications will be available for public review, and comments from the community are invited.

Once the public comment period ends, the City will review all comments received and incorporate suggested changes into the grant proposal or provide response to affected parties. EPA is expected to announce the grants in April, 2006.

The draft application will be presented to the Gig Harbor City Council on December 12, 2005. A draft application will be available and comments are invited until 3 p.m., Tuesday, December 12, 2005, at the City Community Development Department, Engineering Division office located at 3510 Grandview Street, Gig Harbor, WA during regular business hours. Please direct inquiries to **Stephen Misiurak**, P.E., City Engineer, (253) 851-6170, email: misiuraks@cityofgigharbor.net.



Brownfields Grants 2006



US EPA Region 10 • Seattle Washington

October 2005

Money is Available to Assess and Cleanup Contaminated Sites

Proposals for U.S. Environmental Protection Agency (EPA) Brownfields grants are due December 14, 2005.

For information on how to apply, eligibility and other grant requirements, view or download our grant guidelines at www.epa.gov/brownfields/applicat.htm.

If you would like a hard copy mailed to you, please see the contact information on the reverse side of this sheet for the Region 10 Brownfields Team.

Background Information

What is a Brownfield?

A Brownfield is any property in rural or urban areas where expansion, redevelopment or reuse is complicated by the presence of a hazardous substance or contaminant. Here are some examples of properties transformed in your region with the help of Brownfields grant money:

- Gas station *transformed to* community visitor center
- Electroplating facility *transformed to* multiple use commercial/residential building
- Old mill site *transformed to* industrial park
- Abandoned rail line *transformed to* riverfront trail

Who can receive a Brownfield grant?

Most government entities are eligible to apply for Brownfields grants. They include:

- State, county, city and other local governments;
- Federally recognized Tribes in Idaho, Oregon and Washington;
- Alaskan Native regional corporations, Alaskan Native village corporations, and the Metlakatla Indian Community;
- Government entities created by a state legislature;
- School districts;
- Redevelopment agencies; and
- Regional councils or other groups of local government entities.

In addition, certain non-profit organizations may apply for Brownfields Cleanup Grants. Private entities and individuals are not eligible to receive grant money directly from EPA, but they can apply for loans from revolving loan funds capitalized by EPA.

Who received grants last year?

Region 10 awarded twenty-two competitive grants totaling \$6.7 million in 2005. Nine of these were assessment grants, twelve were cleanup grants, and one was a revolving loan fund grant.

Brownfields grants benefit a wide range of communities:

- About half of last year's grants went to communities with less than 250,000 people
- The smallest community had a population of 7,400 residents (Salmon, ID)
- The largest community had a population of 3.5 million people (State of Oregon)

What kinds of grants are available this fall?

| Grant Program | Funding | Eligible Activities |
|------------------------------------|---|--|
| Assessment | Up to \$200,000 for one or more hazardous substance sites and/or up to \$200,000 for petroleum sites; may request waivers up to \$350,000 | <ul style="list-style-type: none"> • Inventory, characterize, assess and conduct planning related to one or more Brownfields sites; • 10% may be used to develop local government site-remediation program; • Portion of grant may be used to purchase insurance for the assessment of site(s). |
| Cleanup | Up to \$200,000 per site; may apply for up to 5 sites (a 20% cost share is required). | <ul style="list-style-type: none"> • Perform, manage, inform the public about, verify, and document cleanup of site(s) owned by applicant; • Portion may be used to buy insurance. |
| Cleanup Revolving Loan Fund | Up to \$1,000,000 per eligible entity to capitalize a revolving loan fund (a 20% cost share is required). | <ul style="list-style-type: none"> • Capitalize and manage loan fund; • Make loans to other eligible entities, non-profits, private site owners or developers; • Make sub-grants to an eligible entity or non-profit to clean up a site they own [up to 40% funds can be sub-granted]. |

Brownfields 2005 Conference!

November 2-4, 2005
 Colorado Convention Center
 Denver, Colorado

Join us in Denver for the leading educational and networking event focused entirely on Brownfields. This free conference features interactive discussions, educational presentations, mobile workshops, and plenty of networking opportunities with business, government, and nonprofit organizations working at the enterprising edge of Brownfields redevelopment.

For more information, visit
<http://www.brownfields2005.org>.

Questions?

Please contact:

Tim Brincefield
 Phone: 206-553-2100
 Email: brincefield.timothy@epa.gov

Brooks Stanfield
 Phone: 206-553-4423
 Email: stanfield.brooks@epa.gov

EPA can be reached toll-free: 800-424-4372
 On the web: <http://www.epa.gov/r10earth>



For people with disabilities, please call Brooks Stanfield with requests for reasonable accommodation. TTY users, please call 800-877-8339.



POLICE

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: GHPD MONTHLY REPORT FOR NOVEMBER 2005
DATE: DECEMBER 12, 2005

DEPARTMENTAL ACTIVITIES

November YTD totals show we have seen an increase of 453 reports written in 2005 (2004/1196, 2005/1649). November YTD DUI arrests in 2005 are up by 21 (2004/37, 2005/58) and November YTD infractions in 2005 are up by 282 (2004/941, 2005/1223). Statistics show our November 2005 YTD traffic accidents are down by 16 accidents when compared to the same November YTD period in 2004 (2004/190, 2005/174).

November YTD misdemeanor arrests in 2005 are up by 133 (2004/215, 2005/348) and our November YTD felony arrests are down by 14 (2004/121, 2005/107). For every ticket our officers wrote in November 2005, 1.47 verbal warnings were given (196 warnings and 133 tickets).

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

The Reserve Unit supplied 130.25 hours of volunteer time assisting our officers in October. Our reserves provided assistance with the Annual Christmas Tree Lighting.

The Marine Services Unit assisted with the Annual Special Peoples Cruise on December 4th.

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

- November 10th: While responding to a burglar alarm at a local tire store, Officer Chapman and Reserve Menday observed a white Honda leaving the parking lot at a high rate of speed. The officers attempted to stop the Honda. The Honda fled eastbound SR-16 at a high rate of speed. A Pierce County deputy deployed "Stop Sticks" at the east end of the Narrows Bridge and the Honda hit the stop sticks puncturing the front tires. The driver fled on foot and was apprehended after being chased down by Officer Chapman. The passenger was secured by Reserve Officer Menday. Upon further investigation, it was determined that the 32-year old male driver and the 25-year old male passenger had broken into the storage trailer at the tire store. The Honda they were driving was stolen and

loaded with drugs, drug paraphernalia and stolen items. Both suspects were booked on multiple on-view charges along with existing warrants. This was excellent work by both officers. Case # 051366

- November 10th: Detective Entze, along with support officers, served a search warrant on a local apartment in connection with a fraud case. During the search, officers located a large quantity of narcotics along with drug paraphernalia and stolen property. A 41-year old male resident was taken into custody and booked on several on-view charges. Case # 051198
- November 10th: Officer Busey investigated a shoplift that occurred at a local grocery store. A short time later he located the vehicle used in the theft at the skateboard park. A 23-year old male and a 21-year old male were arrested for multiple charges and a 20-year old female was arrested for being in possession of alcohol. The 21-year old male was also wanted on an active felony warrant. Nice arrest by Officer Busey! Case # 051368

Summary of incidents during the second week in November included:

5 Non Injury Accidents
2 Hit & Run Accidents
5 Burglaries (Business)
3 Stolen Autos

- November 15th: at 0500 hours, Officer Dahm responded to a domestic violence call at a local apartment complex. A 37-year old male was arrested for DV Assault 4th degree when it was revealed that he had pushed his 27-year old live-in girlfriend down. The male said that his girlfriend had dumped his plate of spaghetti in the sink and was spitting toothpaste on the floor of their apartment. The male was booked into the Pierce county jail. Case # 051389
- November 16th: Officers Dahm and Garcia interviewed a suspicious 43-year old male that was sitting in his pickup truck near the site of recent vehicle prowls. During the interview, the officers discovered that the male's Washington driver's license was suspended 1st degree. The officers warned the male not to drive the vehicle. Officer Dahm continued to watch the subject from a distance, and within a few minutes the male attempted to drive away in the pickup. Officer Dahm stopped the pickup and arrested the male for DWLS 1st degree. Case # 051392
- November 16th: at 0350 hours, Officer Dahm responded to a one car non-injury accident. The 19-year old male driver told Officer Dahm that a deer ran out in front of him and he swerved to miss the deer. Officer Dahm determined that the 19-year old had been drinking, however was not under the influence of alcohol. The driver was cited for Negligent Driving w/Alcohol and released to a friend. Case # 051393

- November 18th: a 62-year old female was arrested by Officer Jahn for attempting to steal \$41.00 worth of groceries from a local grocery store. The 62-year old female told Officer Jahn that she had no money and had been cut off from the food bank. She did however receive social security checks which she used to bail her son out of jail. Case # 051407
- November 18th: On November 10th, Officer Douglas began an investigation on a 27-year old female that had committed several acts of forgery at two local businesses. Officer Douglas also gained knowledge that the female was wanted on a felony warrant for possession of narcotics. Officer Douglas began a search for the suspect. On 11/18/05, Officer Douglas spotted the female driving within the city limits. The female was stopped and arrested on the warrant. During a search of her vehicle incident to arrest, Officer Douglas discovered 73 pieces of evidence linking the suspect to several crimes. After interviewing the suspect, she was booked on 28 counts from 11 different charges including Possession of Drugs, Fraud, Forgery, Theft & PSP. Officer Douglas put in a great amount of time and effort on this case and through his determination and patience ended up with an arrest of a prolific ID thief. Case #051375
- November 18th: During a traffic stop, Officer Allen smelled marijuana on the 19-year old male driver. Upon questioning, the driver produced a large baggie (17.6 grams) of marijuana from his pocket along with a marijuana pipe. The passenger in the vehicle was a 14-year old male that possessed a small baggie of marijuana. The 14-year old said that he bought the marijuana from the driver for \$10.00. During a search of the vehicle incident to arrest, three (3) more pipes were located along with several empty baggies. The driver was arrested for possession of drugs with intent to deliver and the passenger for possession of marijuana under 40 grams. Case # 051410

Summary of incidents during the third week in November included:

2 Non Injury Accidents
 1 Hit & Run Accident
 4 Vehicle Prowls

- November 21st: An unknown person stole a 10-week old Chihuahua puppy from inside an open dog pen at a local pet store. The puppy was valued at \$900.00 and we have no suspects. Case # 051424
- November 22nd: Officer Busey arrested two females for attempting to steal \$42.00 worth of assorted alcohol products from a local grocery store. The 15-year old and 20-year old females devised a plan in which one of them would push the cart full of booze to an area near the door and the other would walk up and push the cart out of the door. Both were caught by store security exiting with the cart. Case # 051426

- November 22nd: Officer Busey was dispatched to the same grocery store a short time later for a 17-year old male that tried to walk out of the store without paying for \$15.00 worth of Chinese food. This suspect admitted to having skipped school at Remann Hall and was somewhat under the influence of marijuana. The 17-year old was arrested for Theft 3rd and returned to Remann Hall. Case # 051427
- November 22nd: Officer Garcia arrested a 26-year old male for attempting to pass a forged prescription at a local drug store. The suspect admitted to being addicted to the drug Oxycontin and was writing his own prescriptions for the drug from a stolen prescription pad. Case # 051428
- November 24th: Officers responded to a fight in the parking lot of a local bar & grill. During the investigation, it was learned that a 27-year old male participant in the fight was wanted on a district court warrant for DUI. Officer Chapman took the 27-year old suspect into custody and booked him on the warrant. The other participants in the fight were gone on arrival. Case # 051439
- November 25th: Sgt. Dougil arrested an 18-year old male for driving without a driver's license. During a search of the vehicle incident to arrest, nine (9) grams of marijuana and four (4) marijuana pipes were discovered. No one in the vehicle would claim ownership of the marijuana or the pipes. A 22-year old passenger was taken into custody and upon searching his clothing, \$685.00 was found in his pocket. This subject is a known drug dealer and is unemployed. The \$685.00 was seized and will be checked with a drug dog. The investigation is still active on this case. UPDATE: the drug dog "hit" on the money and it was seized. Case # 051441

Summary of incidents during the fourth week in November included:

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

- November 28th: While on patrol at 0130 hours in the morning, Officer Welch noticed an occupied vehicle parked near an open Goodwill bin. Upon talking with the male and female occupants, Officer Welch discovered that the lock on the clothes bin had been cut off and the vehicle contained items from the bin. The 21-year old male provided false information while being questioned and was arrested for obstructing a law enforcement officer and theft. A search of the vehicle revealed a meth pipe and the bolt cutters used to cut the lock. Case # 051451

- November 28th: A 50-year old male became upset with another motorist who he believed had “cut him off” while driving in town. The 50-year old became so angry that he took his SUV and rammed it into the side of the other vehicle. The 50-year old denied deliberately striking the other vehicle and claimed it was an accident. There were no injuries and the 50-year old was cited for negligent driving and improper lane travel. Case # 051455
- November 28th: During the evening hours of 11/27/05, a local tavern and a bird food supply store were burglarized. Both cases appear similar in that it appears the perpetrators had significant knowledge of the alarm systems and the location of specific contents. Both cases are currently under investigation and it is unknown if the burglaries are related. Cases # 051452 & 051453
- December 1st: A 42-year old female office manager was arrested for extorting almost \$4000.00 from the local business where she worked. The female told Officer Cabacungan during questioning that she suffered from a serious disease and had extorted the money to help pay her medical bills. Case # 051478
- December 2nd: During the evening hours of 12/1/05, someone rammed the rear doors of a local electronics store with their vehicle in an attempt to break into the rear doors to the business. The doors held and the attempt was unsuccessful, however significant damage occurred to the doors. Case # 051480
- December 3rd: Officer Chapman witnessed a vehicle “fishtailing” and driving recklessly. Upon stopping the vehicle, Officer Chapman discovered that the 28-year old male driver was under the influence of alcohol and arrested him. The results of the BAC test on the 28-year old were .192 & .175. Case # 051484
- December 3rd: A short time before Officer Chapman’s arrest, Officer Welch also witnessed a vehicle driving recklessly in the parking lot of a local shopping center. After stopping the vehicle, Officer Welch discovered that the 19-year old male driver was driving while intoxicated. While conducting his investigation, an off-duty Tacoma Police Officer pulled up on the scene and told Officer Welch that the occupants of the vehicle had been waiving a beer bottle around in the car while in the drive-thru at a fast food restaurant. The 19-year old was taken into custody and results of his BAC test were .105 & .106. Case # 051486
- December 3rd: Officer Douglas arrested a 52-year old female for attempting to steal \$118.00 worth of groceries from a local grocery store. The female told Officer Douglas that she had left her wallet in the car and was just pushing the cart out to retrieve her wallet. When asked if she had ever been arrested before, the female replied that she had a small incident in Tacoma several years ago. Upon investigating that incident, Officer Douglas learned that the female had been arrested last year for shoplifting at Costco. Case # 051489

- December 4th: Officer Welch located another occupied vehicle doing a little middle of the night shoplifting from a local thrift store. The occupants said that they stopped to use the restroom. Of course the business was closed and the restroom was locked. A 36-year old female was arrested for theft and a 27- year old male for an active warrant. Case # 051494

Summary of incidents during the first week in December included:

- 2 Non Injury Accidents
- 1 Injury Accident
- 4 Hit & Run Accidents
- 5 Vehicle Prowls
- 2 Residential Burglaries
- 4 Business Burglaries

TRAVEL / TRAINING:

Officers Dahm and Garcia attended Police Officer Training (PTO) school in Puyallup December 5th through the 9th. This is the new field training program aimed at developing problem-solving skills with new hires. This change in training focus is in alignment with our move toward incorporating the methodology of problem-oriented policing into the Gig Harbor Police Department. All our current field training officers are receiving this new training.

CSO Mock attended a Domestic Violence and Children Forum. She also attended Internet and Your Child safety training in North Seattle. This is a senior project she is working on with Ashley Moore, a senior from Gig Harbor High School.

Officer Busey attended Police Officer Certification Hearings in Burien on November 7th and 8th.

Chief Davis attended a Labor Law seminar in Federal Way on November 15th.

SPECIAL PROJECTS

- We are in the final stages of creating a Police Explorer Post. An orientation meeting is scheduled before our regular council meeting on the 12th of December. A student from Gig Harbor High School is assisting Officer Busey in organizing the Post to satisfy his Senior Project.
- We have another senior from Gig Harbor High School that is organizing all the department's historical memorabilia into a scrapbook for her Senior Project.
- Holiday Helpers was a great success! We sponsored six children from the community and in partnership with The Target Store provided each with \$142.50 of Christmas spending money. Several officers and reserves volunteered their time to accompany the kids on their shopping spree. Next year we plan on expanding the program to include more children.

- Looks like we have a winner in our Chief for the Day contest. If you remember one of the programs with our officer trading cards was a contest where the first kid in the Gig Harbor area who collected all 22 cards with signatures, got to be Chief for the Day. Well, a determined 8-year old from Discovery Elementary advised me this week he has all the cards and they are indeed signed. The youngster's first name is Davis (no relation to our current chief-- honest) and we have his day as the chief planned for December 20th. Rumor has it he may give everybody a raise.
- We are looking at changing the look of our patrol vehicle starting with the purchase of two patrol units next year. The consensus of the department is they would like to switch to the traditional black and white patrol vehicle. I have provided a graphic representation of what our cars *might* look like for your review. I would appreciate your feedback on this proposal.
- The alarm compliance report project is going well. We are receiving a large number of respondents anxious to register their alarms. We had 35 false alarms in October and 25 in November. When our new Citizens on Patrol volunteer Ken McClary starts in the next couple weeks this project will be one of his areas of responsibility.

PUBLIC CONCERNS:

We are still working the case involving the pit bull that attacked the 18-month girl. The prosecutor asked for additional follow-up which we recently completed. The case is now being reviewed for charges. The Pierce County Humane Society has had the dog quarantined for the last two months. Related to this, we are working on a new animal control ordinance which will provide additional regulations on owning animals in the city, and provide a hearing process that can deal with dangerous animals.

After January 1, 2006 the Pierce County Humane Society will no longer answer requests for animal control services from incorporated cities. We are working on a contract with the Kitsap County Humane Society to provide these services. We should have a contract for council review shortly after the first of the year.

FIELD CONTACTS

Staff made the following contacts in the community during November:

- Chief Davis attended the Sheriffs and Chiefs meeting on November 10th
- Chief Davis and CSO Mock spent the day with a student from Peninsula High School on November 16th as a part of the Chamber's Shadow Day.
- Chief Davis attended the Tacoma/Pierce County DUI Task Force Meeting on November 16th

- Chief Davis and Lt. Colberg met with the Assistant Fire Chiefs from District #5 to debrief the marina fire on the 18th. No major problems were encountered and we are going to arrange joint training in the future to address critical incidents.
- CSO Mock attended the Tacoma/Pierce County Crime Stoppers dinner sponsored by Pierce County Sheriff's Public Information Officer (PIO) Ed Troyer.

OTHER COMMENTS

This week we learned that one of our most senior officers, Detective Kevin Entze has decided to retire to take a job with the Peninsular School District (PSD) overseeing campus security at the Gig Harbor High School. Kevin is our second most senior officer behind Lt. Colberg.

Kevin started with Gig Harbor Police Department (GHPD) on February 2, 1984, after serving as a patrol officer with the Prosser Police Department for six and a half years. In 1991, Kevin was selected as a DARE officer teaching area children how to say no to drugs. Kevin spent five years teaching the very popular anti-drug curriculum and found that he had a knack and natural skill at interacting with young adults. Later, Kevin also served as a school board member of the PSD and ran for a state legislative position. He has also served as the Washington state president of the Elks and currently is serving his second term as a Fire Commissioner for Fire District #5. Kevin was our first detective with GHPD and assisted in establishing many of the procedures necessary for a dedicated investigative unit. Kevin's last day is the 21st of December and he will be honored for his 28 ½ years in police work that evening at our annual all-hands meeting. The department is planning a retirement dinner in January and will advise everybody on the details when they become available.

Detective Entze's tremendous amount of experience and knowledge in police work and his street smart approach with investigative police work will be missed at GHPD. Lucky for us, and the community, Kevin will still be an important liaison between our local schools and the police department in the future.

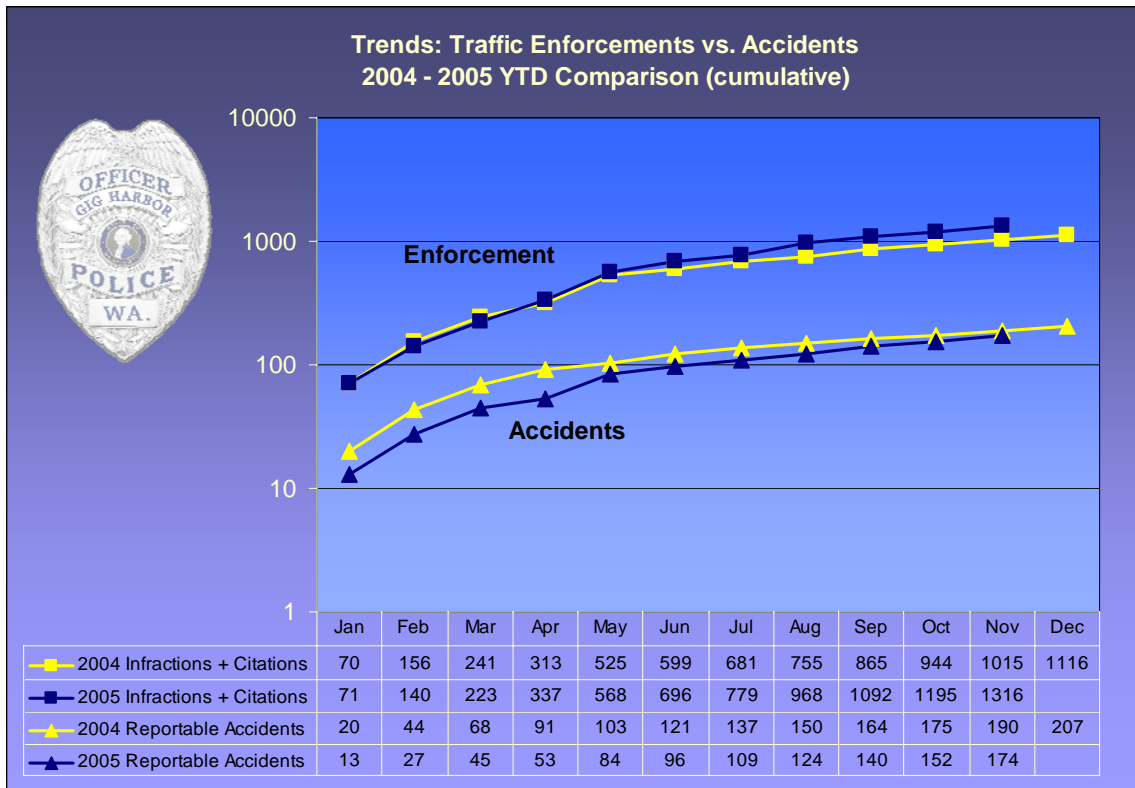
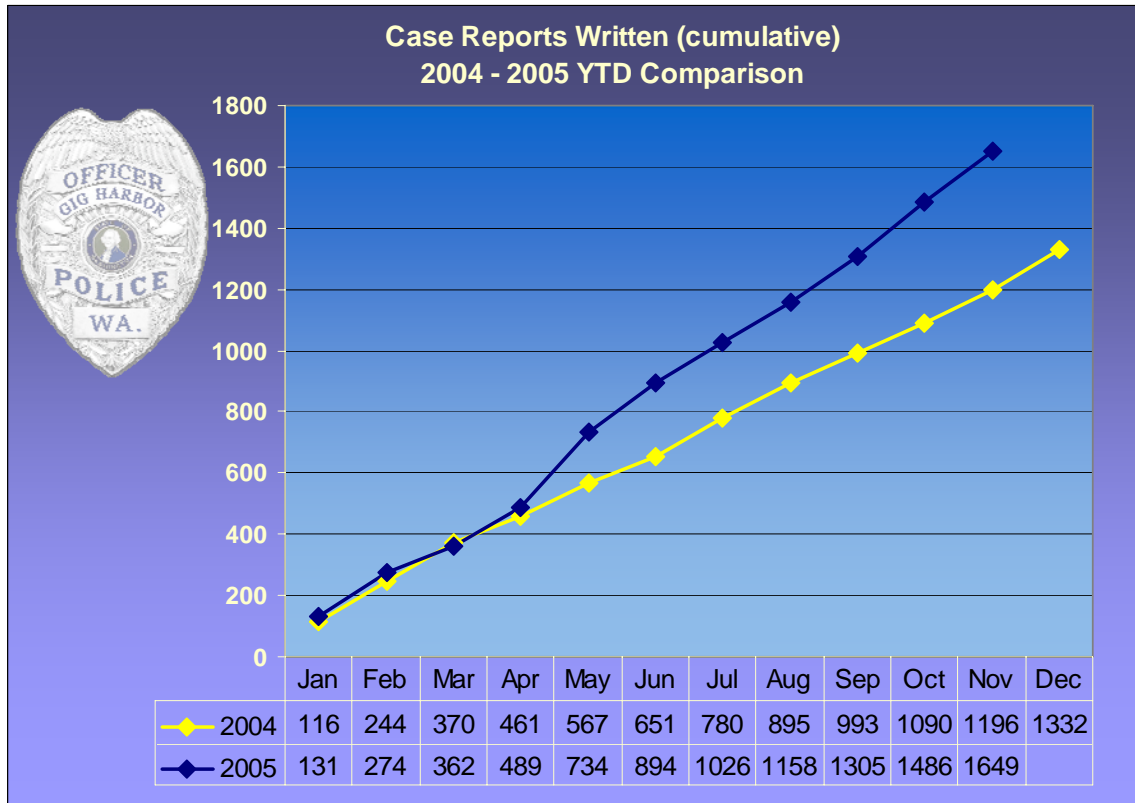
ATTACHMENTS

- November Monthly Activity Report
- November Activity Graphs

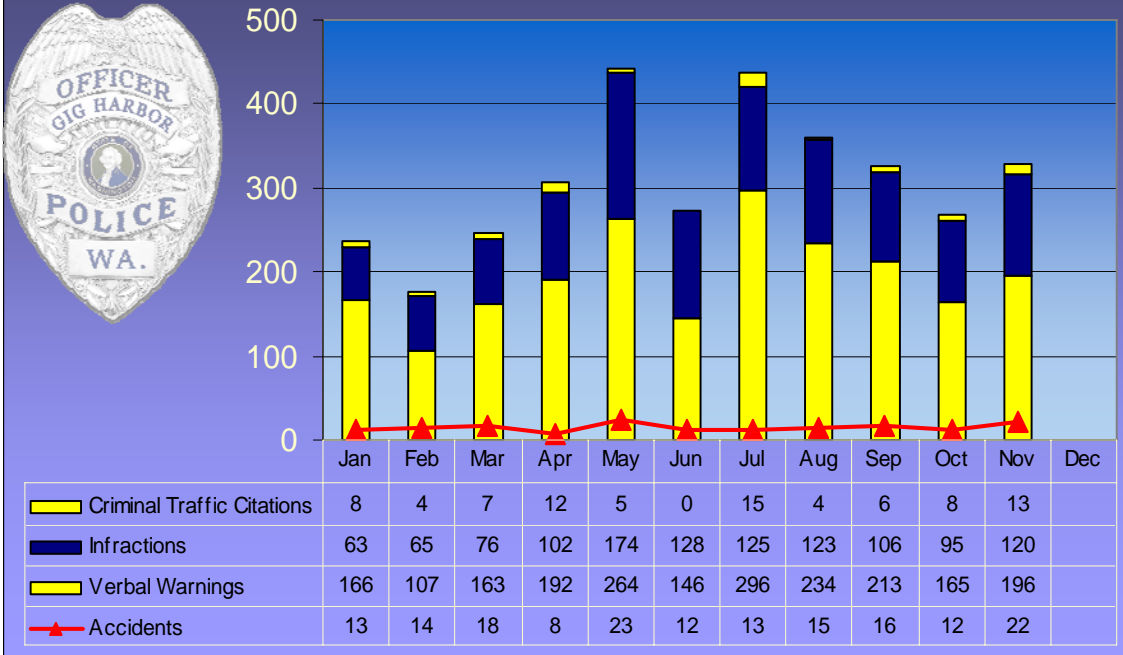


| Category | November 2005 | | | | | |
|---------------------|---------------|---------------|--------|----------|----------|--------|
| | November 2004 | November 2005 | Change | YTD 2004 | YTD 2005 | Change |
| Calls for Service | 369 | 351 | -18 | 4865 | 4483 | -382 |
| General Reports | 106 | 163 | 57 | 1196 | 1649 | 453 |
| Criminal Traffic | 5 | 13 | 8 | 74 | 93 | 19 |
| Infractions | 66 | 120 | 54 | 941 | 1223 | 282 |
| Warrant Arrests | 10 | 8 | -2 | 87 | 102 | 15 |
| Traffic Reports | 15 | 22 | 7 | 190 | 174 | -16 |
| DUI Arrests | 4 | 2 | -2 | 37 | 58 | 21 |
| Misdemeanor Arrests | 12 | 32 | 20 | 215 | 348 | 133 |
| Felony Arrests | 7 | 6 | -1 | 121 | 107 | -14 |
| FIR's | 3 | 0 | -3 | 3 | 16 | 13 |

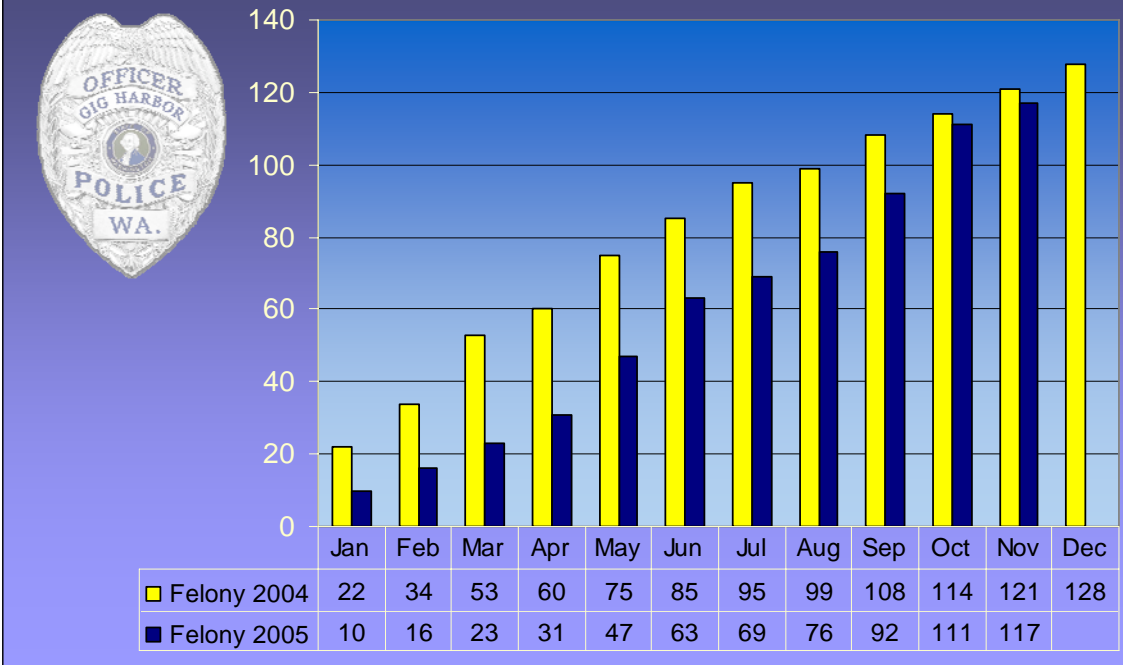
November 2005 YTD MONTHLY ACTIVITY GRAPHS



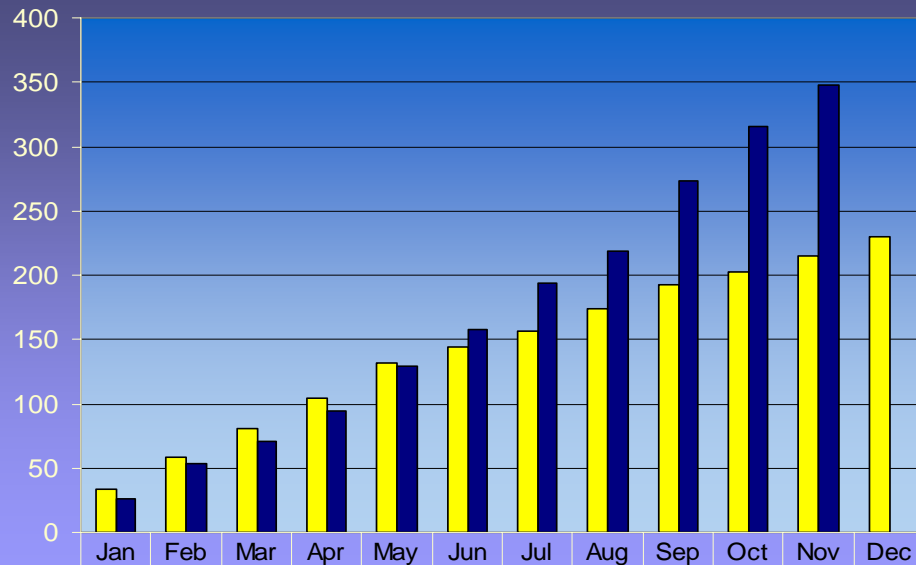
2005 Traffic Enforcement vs. Accidents Comparison Monthly Totals



Felony Arrests (cumulative) 2004 - 2005 YTD Comparison

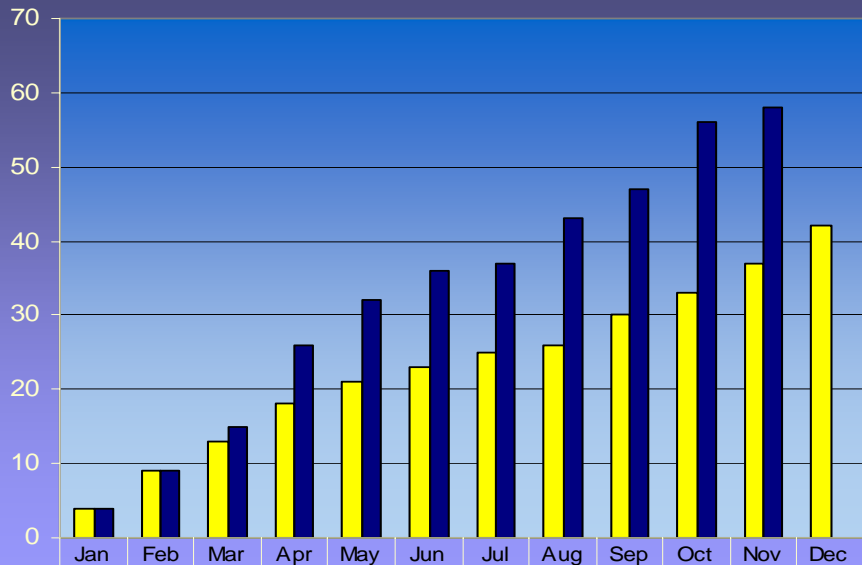


**Misdemeanor Arrests (Cumulative)
2004 - 2005 YTD Comparison**



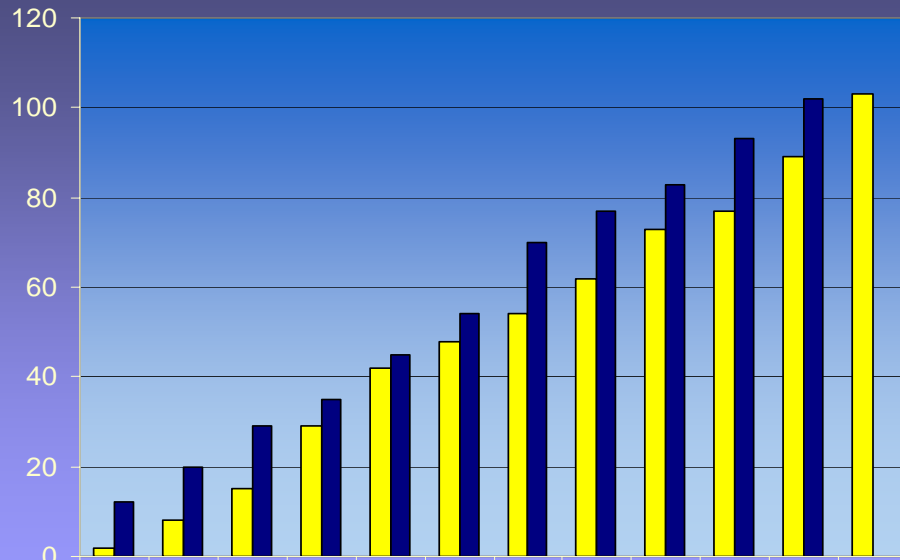
| | | | | | | | | | | | | |
|--------------------|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| ■ Misdemeanor 2004 | 34 | 58 | 81 | 104 | 132 | 144 | 157 | 174 | 192 | 203 | 215 | 230 |
| ■ Misdemeanor 2005 | 26 | 54 | 71 | 95 | 129 | 158 | 194 | 219 | 273 | 316 | 348 | |

**DUI Arrests (cumulative)
2004 - 2005 YTD Comparison**

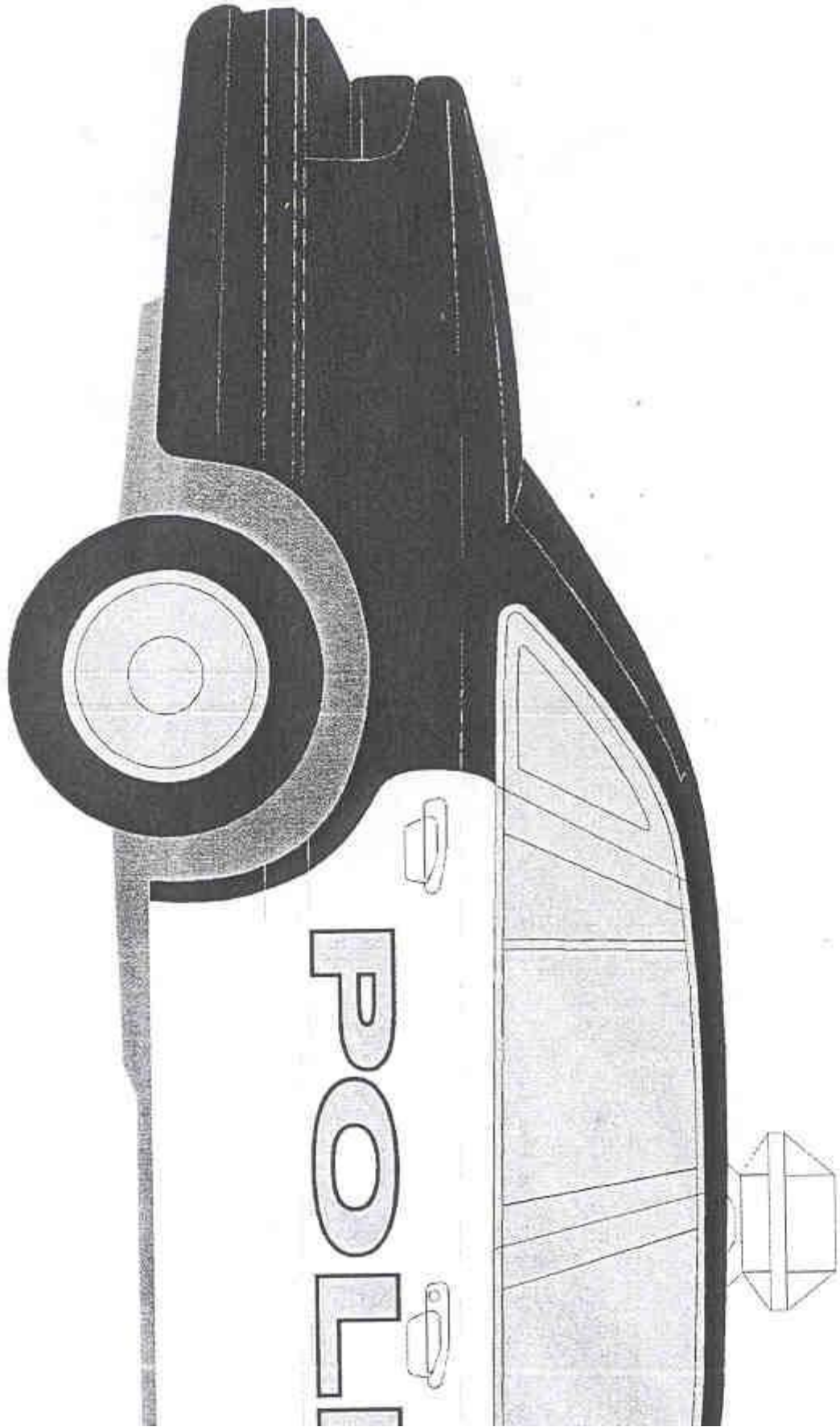


| | | | | | | | | | | | | |
|------------|---|---|----|----|----|----|----|----|----|----|----|----|
| ■ DUI 2004 | 4 | 9 | 13 | 18 | 21 | 23 | 25 | 26 | 30 | 33 | 37 | 42 |
| ■ DUI 2005 | 4 | 9 | 15 | 26 | 32 | 36 | 37 | 43 | 47 | 56 | 58 | |

**Warrant Arrests (cumulative)
2004 - 2005 YTD Comparison**



| | | | | | | | | | | | | |
|----------------|----|----|----|----|----|----|----|----|----|----|-----|-----|
| ■ Warrant 2004 | 2 | 8 | 15 | 29 | 42 | 48 | 54 | 62 | 73 | 77 | 89 | 103 |
| ■ Warrant 2005 | 12 | 20 | 29 | 35 | 45 | 54 | 70 | 77 | 83 | 93 | 102 | |





ADMINISTRATION

TO: CITY COUNCIL
FROM: MAYOR GRETCHEN A. WILBERT
SUBJECT: MAYOR'S REPORT
MOVING FORWARD WITH PARTNERSHIPS
DATE: DECEMBER 12, 2005

As I contemplate the last report for my term of office as mayor of Gig Harbor, I need to tell you I am grateful for the leadership of the Council; for the accomplishments these past years, and I look forward to watching your progress in the future.

We are blessed with a dedicated staff continuing to work together to provide improved customer service. This goal is a challenge as we are experiencing unprecedented growth with a myriad of project permit request being presented to our Community Development Department.

My thanks for work well done go out to our loyal, talented and hard-working staff under the guidance and direction of City Administrator, Mark Hoppen.

I am proud of the civil wisdom of our City Council members when discussing the issues before them – Thank you all so much.

Thank you all for the wonderful “tributes for a job well done” paid to me last Tuesday. It takes partnerships to accomplish the vision for Gig Harbor. I'll enjoy standing on the sidelines ready to assist, if needed, in the pursuit of our Community Center, Boys & Girls Club, Senior Center, Hospital, YMCA, Town Around Bus, Historical Museum, Parks Development, Passenger Ferries, Bowling Alley, Ice Arena, a Marching Band, and the World Cultural Interaction Student Exchange Program.

To indicate your interest in any of the above activities, stop in at the Gig Harbor Visitor and Volunteer Center and let us know who you are by signing an interest sheet.

Free books and magazines are available at the Gig Harbor Visitor and Volunteer Center, in the Bogue Building, on Judson Street. All donations received lend support to the Friends of Pt. Fosdick Library.

I am proud to be a part of our truly livable community whose citizens and staff gives their energy and effort from the heart. Thank you all, so much.