

Gig Harbor City Council Meeting

**January 22, 2007
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
January 22, 2007 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of January 8, 2007.
2. Correspondence / Proclamations: Toastmasters Week.
3. Eddon Boat Environmental Permitting Assistance – Contract Amendment (Inspectus, Inc.).
4. Uptown & MultiCare Development Projects Easement Agreements for Harbor Monsoon Restaurant and Kitsap Bank.
5. Amendment to Job Description – Engineering Tech.
6. Liquor License Renewals: El Pueblito Restaurant; Albertson's; Olympic Drive Mart.
7. Approval of Payment of Bills for January 22, 2007:
Checks #52499 through #52657 in the amount of \$525,930.71.

OLD BUSINESS:

1. Second Reading of Ordinance – Clubs and Lodges Text Amendment.
2. Second Reading of Ordinance – GHMC 1.20 Official Newspaper.

NEW BUSINESS:

1. First Reading of Ordinance – Relating to Annexation and Zoning - Shafer (ANX 06-1302).
2. First Reading of Ordinance – Dahl Rezone (REZ 06-1326).
3. First Reading of Ordinance – To Exempt Net Shed from the Maximum Gross Floor Area Requirements in the Waterfront Residential, Waterfront Millville and Waterfront Commercial Districts. A New Definitions for “Historic Net Sheds” is also Proposed.
4. Public Hearing and Resolution – Development Agreement (Olympic Driveland, LLC).
5. Annual Survey Contract - Pierce County.
6. Tangadoc Settlement Agreement.
7. Bid for Official Newspaper.

STAFF REPORT:

1. Mike Davis, Chief of Police – GHPD January Stats.
2. David Rodenbach, Finance Director – Quarterly Report.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

Council Committees / Mayor Pro Tem / PCRC Representative

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, February 21, 2007, at 9:00 a.m. in Community Rooms A & B.
2. Council Retreat – Wednesday, February 28, at 8:00 a.m. in the Community Rooms A & B.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JANUARY 8, 2007

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

CALL TO ORDER: 6:03 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of December 21, 2006.
2. Facilitation of Design Review Process Improvements – Contract Amendment.
3. Sanitary Sewer Facilities Easement & Maintenance Agreement, and Stormwater Facilities Maintenance Agreement & Restrictive Covenant – Northharbor Lot 2.
4. Approval of Payment of Bills for December 26, 2006:
Checks #52289 through #52406 in the amount of \$477,861.72.
5. Approval of Payment of Bills for January 8, 2007:
Checks #52407 through #52498 in the amount of \$155,697.26.
6. Approval of Payroll for the month of December:
Checks #4518 through #4547 and direct deposit entries in the amount of \$278,092.40.

Councilmember Franich asked that the following amendments be made to the minutes of December 21, 2006.

1. City Administrator's Contract; add "Councilmember Franich said that he hopes that the new Administrator moves forward with Council's visions and does not legislate policy from his position."
2. Amendment to Temporary Employment Contract; add "Councilmember Franich commented that he would like to differentiate between the extension of the employment contract and any future filling of the position of Community Development Assistant."

"Councilmembers and the Mayor discussed the Certified Local Government project. Councilmember Franich voiced concern that this could become a monster and consume city money. He said that this has happened in North Tacoma when the program became mandatory. He added that his hope is that the city will stay with their original intent in regards to the CLG process."

MOTION: Move to approve the Consent Agenda with amendments to the minutes as presented.
Franich / Payne – four voted in favor. Councilmembers Ekberg and Young abstained.

OLD BUSINESS:

1. Second Reading of Ordinance – Rust Street Vacation – Beck. John Vodopich presented this request to vacate approximately 30 feet of Rust Street. He explained that the city will retain a 15' wide easement for utilities.

MOTION: Move to adopt Ordinance No. 1065 vacating a portion of Rust Street.
Payne / Ekberg – unanimously approved.

NEW BUSINESS:

1. Public Hearing – Milton Avenue Street Vacation Request – Drolshagen. Carol Morris, City Attorney, said that her recommendation is to deny this request because there is evidence that the property has been adversely possessed by the city since its automatic vacation under the Non-users Statute. If Mr. Drolshagen would like Council vacate the street, he should use the standard street vacation process.

Mayor Hunter opened the public hearing.

John Sloan – attorney and neighbor of Mr. Drolshagen. Mr. Sloan said that Mr. Vodopich wrote a memo saying that Milton Avenue, as it exists now, does not extend into the property the applicant would like vacated. Because the road built in the 1970's didn't follow the original plat of Milton Avenue, it created the 175 foot square piece of property, which has since been surrounded by city sidewalk, and the city has declined to take care of adding that there is a water main, sewer and storm water extensions in the property. He said that it is Mr. Drolshagen's position that this property was part of the 1909 Non-user Statute and that adverse possession doesn't apply. He then said that if Mr. Drolshagen proceeds in a different manner he will win, because this was never part of Milton Avenue as constructed. He said that no road standards can be found in existence in 1970, and the city cannot claim that current standards should apply. If the property is vacated it will go on the tax rolls, but if he is required to go another route, it will cost more time and money to get to the same place.

Councilmember Dick referred to Primark vs Burien Gardens. He said that rights-of-way held by government are not solely for travel, and may include sidewalks, drainage facilities and other infrastructure not necessarily paved. The Primark case says that where a travel way is opened by use, the customary width of a right-of-way was also acquired. The law provides that a paved roadway is only a portion of the right-of-way. He added that many city rights-of-ways are not maintained, but the property remains available for accessory use.

Mr. Sloan responded that if the road was built the way it was platted, Mr. Drolshagen would not be here asking for a vacation. He said that city records do not show what standards were involved in 1970 and what happens in 1994 doesn't apply. He asked how the city came to acquire the right-of-way as the property had already vested back to the adjoining property owner.

Councilmember Dick further explained that under the circumstances, the city cannot use the Non-user Statute to vacate the property, and in an ordinary vacation process, the city has to ask whether or not it needs the property before making a decision to vacate.

Councilmember Kadzik asked who was building the rebar fence.

Jeff Drolshagen – 5205 47th Ave. NW. Mr. Drolshagen asked if he is wasting his time and money if the City Attorney is suggesting that he bring this back under a different process and Council decides not to vacate. He explained that he made this vacation request with the guidance of Mr. Vodopich and other staff who supported using the Non-users Statute. Now another avenue is being suggested. He argued that he has been using the property since he purchased the property in 1990. He said that the city gave his sewer connection to the property behind him, and so he had to have another installed. He said that there are a couple of legal avenues to get property: rededication through eminent domain, which the city elected not to do; or a taking of the property, which is like stealing. Using adverse possession is a wrongful taking, or thievery. The city stole his property and is now suggesting that he buy it back.

Councilmember Kadzik asked again about the fence. Mr. Drolshagen said that he started constructing it. He said that he approached the Planning Department and has a bond and insurance policy in place so that he could build it.

Richard Trampenau – 9220 Milton Avenue. Mr. Trampenau explained that he is the adjacent property owner and closest to the piece in question. He said that he supports Mr. Drolshagen in the effort to have this property. He will do a better job of maintaining it and it will look a lot better.

Todd Byersdorf – 9211 Goodman Avenue. Mr. Byersdorf said that he lives behind the Drolshagen property and that he disagrees with granting access to that easement because of the utilities. He explained that Jeff had sent him a letter giving him three days to remove his utilities, citing that they are on his property. Mr. Byersdorf explained that they are not on his property because the marks drawn were made for temporary lines, and in fact the actual lines are under that. Mr. Byersdorf asked if Mr. Drolshagen would be allowed to build a similar six-foot wall as the other on his property. He voiced concern about visibility safety issues due to the existing fence and how further extension of the fence will give him no visibility at all when exiting off Milton. He also asked if his utilities would have to be moved.

Dina Byersdorf – 9211 Goodman Avenue. Ms. Byersdorf addressed the safety issue with the extension of the rebar fence when they pull out of Milton onto Harborview. She said that Mr. Drolshagen should not be allowed to have that piece as part of his property.

Mayor Hunter closed the public hearing at 6:30 p.m.

Councilmember Kadzik asked for clarification on the issue of adverse possession and whether it would include the right-of-way. Ms. Morris responded that yes, it would. She said that she agreed with Councilmember Dick that it would be the street, the abutting area for utilities and other infrastructure. She then added that she would say that it would be what the city needs under the existing street standards to accommodate future improvements.

Ms. Morris stressed that this is not something that Council can adjudicate tonight; a court would have to make the final determination. Council can only determine whether or not the submitted application can be approved. She said that it cannot be approved because the city has acquired rights by adverse possession that would preclude the city acting under the Non-users Statute. She continued to explain that Mr. Vodopich would not have known the legal issues when he made the recommendation to Mr. Drolshagen. Mr. Drolshagen's next step if he wishes to continue is to follow the regular process, which would require him to pay one-half the appraise value of the area. Council would then have to make a decision based upon recommendations from staff on whether it should be vacated.

Councilmember Payne asked if there is record of the city maintaining the asphalted road. Ms. Morris responded that this would be something to inform the court in an adverse possession case. She said that if Mr. Drolshagen decides to go to court, we will have more time to gather additional information and offered to prepare a memo to compare all the elements of adverse possession prior to litigation. She added that there is enough evidence to raise the question that the city has acquired the property through adverse possession.

Ms. Morris further explained that if the applicant returns with a regular street vacation application and is willing to pay the one-half appraised value of the street, then the Council will still not be able to determine whether the street has been acquired through adverse possession. But because he is willing to pay, and Council decides to vacate, then Mr. Drolshagen has conceded that Council has acquire the property through adverse possession. If he doesn't agree, then he will not ask for a street vacation, but will go to court for adjudication.

Councilmember Young apologized to Mr. Drolshagen for being sent down the wrong path. He recommended that in the future, staff check with legal counsel to see if the Non-user Statute applies. He said that it does appear that this statute does not apply but the question is the actual right-of-way and whether it is surplus to the city's needs. He said that he cannot support the application as it stands.

Councilmember Franich asked if safety issues should be taken into consideration when someone comes in for a building permit. John Vodopich responded that an application is submitted to build something, line-of-site and access issues are reviewed.

MOTION: Move to deny the request to vacate a portion of Milton Avenue.
Dick / Kadzik – five voted in favor. Councilmember Payne voted no.

Councilmember Young asked if during the upcoming Council Retreat we could address all the remaining properties that fall under the Non-user Statute be researched and vacated at one time. There is a great deal of staff and Council time being used on this issue.

Mayor Hunter requested that these vacation requests be forwarded to the City Attorney when they first come in.

Councilmember Ekberg and Kadzik agreed with Councilmember Young to do an assessment and be done with it. Councilmember Kadzik added that the aerial photo supplied by Mr. Drolshagen was very helpful and asked that this type of illustration be used by staff in future submissions of other types of zoning and plat issues.

2. Ordinance No. 589 – Goodman Avenue Street Vacation. Carol Morris said that Mr. Drolshagen requested that staff look into what happened with Ordinance No. 589 regarding a street vacation approved in 1990. Although the property was subject to the Non-users Statute, it was not called out in the ordinance, and a condition was made that the property owners pay the one-half of the appraised value fee. The payment was never received, but the ordinance was recorded at a later date. Mr. Drolshagen asked that a new public hearing be held to correct the errors. Ms. Morris said that because the payment was not required and so that condition didn't need to be met. The ordinance has already been recorded and the property taken off the tax rolls, no additional action is required.

3. First Reading of Ordinance – Clubs and Lodges Text Amendment. Jennifer Kester, Senior Planner, presented the background information on this ordinance amending the definitions and performance standards for clubs, lodges and yacht clubs.

Councilmember Kadzik asked for clarification on uses within the Residential Low Density zone. Ms. Sitts explained that currently clubs are allowed outright in the RLD zone. The Planning Commission thought that it would be better as a conditional use to determine whether there would be detrimental effects of a club in that area.

Councilmember Franich voiced concern with allowing restaurant – type activities in the RLD zone and asked the definition of 'temporary'. Ms. Sitts explained that temporary rentals are for a set period of time, which is not called out in the code. Councilmember Franich said that it is important to define the length of time to avoid subjective or arbitrary interpretation. Ms. Kester added that that the city code requires any commercial activity longer than 30 days to apply for a business license which would trigger review. Ms. Kester further explained the reasoning behind the recommendation for clubs to be listed as a conditional use permit.

Councilmember Franich asked if consideration had been given to square footage limitations. Ms. Kester responded that only in the Waterfront Millville Residential and Commercial Districts.

Councilmember Kadzik praised the brilliance in the way that the Planning Commission handled these issues without being too restrictive.

Mayor Hunter opened the public hearing at 6:54 p.m. No one came forward to speak and the public hearing was closed. This will return for a second reading at the next meeting.

4. First Reading of Ordinance – GHMC 1.20 Official Newspaper. Molly Towslee, City Clerk, explained that this ordinance would allow Council to consider choosing another designation for the official newspaper that could facilitate the need for more frequent legal noticing. This amendment would also allow the bid process to occur on a bi-annual basis.

Councilmember Ekberg asked if two newspapers could be designated or split the notification aspects. Ms. Morris explained that all official notices should go into one, official newspaper.

Councilmember Kadzik asked how often notification issues come up because of the weekly publication. Ms. Towslee explained that this past year it has come up more frequently. She said that she has a memo from Maureen Whitaker, Assistant City Clerk and Diane Gagnon, Planning Assistant who also deal with legal noticing, explaining their concerns. Ms. Towslee described scheduling issues and delays that can be caused by missing a deadline with a weekly publication.

Councilmember Dick said that he realizes that the issue has been the increased cost to use the News Tribune. He recommended that the rates be quoted in a manner that will allow Council to compare the proposals more easily.

Councilmember Franich stressed that it is important to do as much as we can with the local paper. Ms. Towslee said that if Council designates another daily paper, the local paper will be used for any non-legal notices such as job ads and requests for committee members.

5. Resolution No. 696 – Authorizing Application for Federal Grant Funding Assistance – Preserve America. John Vodopich presented that the next two resolutions relating to possible grant funding for historic preservation projects. The first is for the Preserve America Federal Grant through the National Parks Service, and the second, is through the State of Washington Office of Archeology and Historical Preservation. He explained that the funding is being sought for a project to redefine the Historic District boundaries to be consistent with the actual historic neighborhoods, and then inventory the historic structures within that area.

Councilmember Ekberg asked for clarification on why structures that are not historical in nature are not 'just removed' from the boundary without having to complete a study. Mr.

Vodopich responded that Council could ask the Design Review Board to redefine the Historic District boundaries.

Councilmember Young agreed. He then commented that when the CLG Program was instituted, it was voluntary in nature and he does not understand the reason for an inventory unless we are moving towards a more compulsory system. Mr. Vodopich responded that the program would remain voluntary, but if an applicant comes forward with an application, it would be known if the structure met the standards for consideration with an inventory in place.

Councilmember Ekberg asked how many had come forward for certification. Mr. Vodopich responded that none have come forward.

Ms. Kester added that the Design Review Board has asked for an inventory to better understand historic resources and so that they can better advocate for historic preservation.

Councilmember Franich said he is in favor of having the inventory completed, but that when this program began, it seemed more benign.

Councilmember Kadzik asked for clarification of Councilmember Franich's concerns. He said that it has never been suggested that the CLG Program be anything but voluntary and a benefit to the community.

Councilmember Franich responded that he doesn't doubt the benefit if you chose to participate, but one of his concerns is the cost of all the staff time spent to get to this point and now we are spending more money. He added that he has family members who live in the north end of Tacoma where a program like this that started out as a low-key approach to historic preservation. Over the years it became mandatory, which is a concern.

Councilmember Ekberg said that historical preservation is great. It was set up as a voluntary program, but he wasn't aware that it would continue to cost the taxpayers more money. He then said that an inventory will be a valuable resource that will only need to be done once.

Councilmember Young further clarified that when Council adopted the program, it was presented as not much more than putting a brochure on the counter, and if someone applied, we would decide whether or not the structure was historic. Now, more money is being spent on the program than he had anticipated. He also said that he is supportive of the inventory process because it is a one-time effort. He also said that he is in favor of cutting consultant fees by eliminating obvious areas of non-historic structures if possible. He said that there is a limit he is willing to spend on a voluntary program in which people are not willing to participate.

Councilmember Kadzik agreed that the program has taken on a life of its own; more than anyone had expected. He added that government programs have a way of doing that.

MOTION: Move to adopt Resolution 696 authorizing application for Federal grant funding assistance - Preserve America.
Kadzik / Franich – unanimously approved.

6. Resolution No. 697 – Authorizing Application for State Grant Funding Assistance – CLG Grant Program. This was discussed during the previous agenda item.

MOTION: Move to adopt Resolution 697 as presented authorizing application for state grant funding assistance – CLG Grant Program.
Kadzik / Franich – unanimously approved.

7. Resolution – Harbor Crossing Final Plat. Jennifer Kester presented this final plat and final planned residential development for the Harbor Crossing Subdivision located north of Borgen Boulevard at the end of 51st Avenue.

Jeff Hill – 5016 Bridal Path Drive NW. Mr. Hill asked Council to deny this final plat approval. He asked for clarification on notification requirements, because neither he nor his neighbors received any public notice. Carol Morris explained that the noticing requirements are different because the preliminary plat requires a public hearing that goes before the Hearing Examiner. The final plat does not require a public hearing.

Mr. Hill continued to explain his concern that the additional drainage on the Dwelling Company Property that was supposed to be provided, per agreement with Scott Inveen to Russell Tanner, has not been installed. He then said that he is unaware of any work done to fulfill the requirement under condition number fourteen to install pedestrian pathways or access for such to Canterwood properties. He continued with condition number twenty-four, voicing concern that the grade behind his property was raised about fourteen feet and a stream that was present on the property has been filled in. Now drainage from the Dwelling Company lots comes on to their properties to the north. Mr. Hill said that there has been damage to their properties and they had to install secondary drainage enhancements. He also said that his sport court is under 2-3 inches of water with no way to drain it. He continued to say that the drainage issue is adversely affecting the value of their property. He said that they disagree with the upstream and downstream analysis, adding that the initial engineering provided to the city was flawed. He said that the revised topos will show the flow of water and the stream that used to exist and which show up on aerial photos.

Carol Morris responded that there is no one present from Public Works to address these issues, so this could be continued to the next meeting to provide a response.

Councilmember Kadzik asked for clarification for the comments regarding number fourteen, pedestrian access. He asked Mr. Hill if Canterwood, being a gated community,

would embrace free access. Mayor Hunter then asked if there any access where the public can get from the streets in Canterwood into this property without cutting through a back yard.

Mr. Hill responded that said that he cannot speak on behalf of the Canterwood Homeowner's Association, but the sentiments are there that they would *not* like to have open access. On the south side on Canterwood, there is a 30' wide common buffer to the Dwelling Company's property, and pedestrian trails through that development have been discussed. Mr. Hill again stressed that he cannot speak for the Homeowners Association, but added that there has been a 14' change in elevation, and it would be a tricky access from his perspective. He said that his concern is that the access points were not provided by the Dwelling Company and it was a condition on the preliminary plat. He then said that Canterwood wouldn't have an ability to connect to these trails without walking across someone's yard.

Jennifer Kester responded, explaining that the specific Hearing Examiner language was to coordinate with adjacent residential communities to provide pedestrian access to retail shops. The proposed plat has provided open space and there are several places able to grant access if Canterwood wanted to coordinate with The Dwelling Company. Staff interprets this as meeting the intent.

Councilmember Young asked that when this returns, if staff could provide for a visual to help in understanding the access concerns. Ms. Kester pointed out that there is copy of the final plat is provided in the packet that shows that access points provided.

Councilmember Kadzik asked if it would be appropriate for the applicant could get a statement from Canterwood Homeowners relating to whether or not they wish to have the condition satisfied. Ms. Kester said that it may be helpful to allow the applicant to respond to these concerns.

Scott Inveen – Dwelling Company, 3617 96th Street, Gig Harbor. Mr. Inveen said that the trail issue has come up at two different public meetings with Canterwood prior to filing the plat. At the meetings, Canterwood said that they didn't want this access, and in fact, Mr. Hill spoke against any trails connecting to Canterwood. The opportunity is there for the future, but no trails have been built at this time. Mr. Inveen then said that in regards to the drainage issue; this should have been dealt with during the preliminary plat phase. He asked Council not to delay this final plat as costs are rising. He continued to explain that Mr. Hill himself has altered the landscape by encroaching upon the 30' buffer, clearing and placing a fence in this property. This has altered the drainage, and when construction began on the Harbor Hill project, Mr. Hill went even further into the buffer and built an earthen berm along his property with trees planted on top, which also affects the drainage. Drainage was then piped through the natural buffer onto the Dwelling Company property. Since then, they have had several conversations. Mr. Inveen added that he has said that there is a wall waiting for design yet to be completed further down the property. In addition, he has promised that when he builds the wall, he will be happy to add a drainage line that backs up to these

properties. He said that he has never seen a sport court back there, and then pleaded with Council not to extend action on this final plat as he needs to get the project moving.

Councilmember Ekberg asked if a downstream analysis has been completed. Mr. Inveen responded that it had been done. The stream mentioned was a drainage ditch created when the freeway overpass was built.

Councilmember Franich asked if Canterwood residents testified at the Hearing Examiner's public meeting. Ms. Kester responded that yes, there was. She added that she recalls that the concern was that the buffer was not large enough. She said that she does not recall anyone wanting access.

Councilmember Young clarified that the issue is whether or not they provide the access in case Canterwood wants to open the access later. Mr. Inveen stressed that there are multiple access points provided, to which Ms. Kester added that the access at the northeast corner of the plat has the most level grade between properties.

Mayor Hunter said that he was not in favor of continuing the approval of the final plat. Both Planning and Engineering has signed off on the project, and there is no reason to delay this an additional two weeks.

Councilmember Young said that this appears to be a private property dispute and if our City Engineer has signed off on this plat, there is no reason to delay this further.

Councilmember Payne asked there was a Canterwood Board member present, and if not, he would assume that this is an individual property owner dispute that needs to be worked out between the two parties.

Councilmember Dick asked why testimony was being taken if this is a closed record hearing. Ms. Morris responded that this isn't a closed record hearing as per the city code and there is no restriction to keeping it closed. She then clarified that her concern previously with obtaining more information from staff due to drainage issues was based on liability issues. Further clarification from Ms. Kester has indicated that this is a private facility, and will not be assumed by the city and therefore, the liability is not there. The only reason to delay to obtain further information from the Public Works Department would be if Council is not convinced that the approved stormwater plan is untrue.

MOTION: Move to adopt Resolution 698 approving the Harbor Crossing Final Plat.
Ekberg / Dick – unanimously approved.

8. Federal Governmental Affairs Lobbying Services – Consultant Services Contract.
Councilmember Young explained that this contract for federal lobbying services was discussed in the Budget Workshop.

Mayor Hunter voiced concern and suggested that the Governmental Affairs Committee review this contract and then brings it back with a recommendation at the next meeting.

Councilmember Ekberg disagreed, saying that there was a discussion during the budget process and it was included as an item that Council wanted to pursue.

MOTION: Move to authorize the Mayor to sign the attached contract with Gordon Thomas Honeywell Governmental Affairs in the amount not to exceed Seventy-five Thousand Dollars (\$75,000.00).
Ekberg / Young –

Councilmember Young explained that this contract is for seeking out federal transportation budget dollars, which is more long-term and focused than state-oriented lobbying. One thing that is scheduled for the Governmental Affairs Committee is a teleconference with the lobbyist in Washington D.C.

Councilmember Franich asked what we would be getting for this money. Councilmember Young responded that this is to pursue federal funding for transportation specifically related to Gig Harbor North. This is a way to work with our Congressman and Senators in order to obtain funding. Councilmember Franich said that the Congressmen and Senators should do the right thing and this is what makes Government bad.

Councilmember Payne commented that we did discuss this in the budget workshop and it needs to be approved, however, the Intergovernmental Affairs Committee needs to meet more frequently to interact with this lobbyist to understand what he is doing. He said that the termination clause in the contract will enable Council to end it at any time that performance is lacking.

Carol Morris clarified for Councilmember Franich that the contract could be terminated early and without cause.

RESTATED MOTION: Move to authorize the Mayor to sign the attached contract with Gordon Thomas Honeywell Governmental Affairs in the amount not to exceed Seventy-five Thousand Dollars (\$75,000.00).
Ekberg / Young – five voted in favor. Councilmember Franich voted no.

STAFF REPORT:

1. Tom Dolan, Planning Director – Zone Transition Buffering Standards. Mr. Dolan explained that Council Kadzik asked staff to develop alternatives that would preclude the future use of easements on abutting property to reduce the size of zone transition buffers on the parcel that creates the need for the buffer. He said that he has issued an Administrative Interpretation that clarifies that the buffers need to be located only on the property that creates the need. He recommended that Council remand this back to the

Planning Commission to develop a text amendment that would further clarify the Council's intent.

Councilmember Franich asked why he felt it necessary to send it back to the Planning Commission rather than presenting the text amendment at the direction of Council. Mr. Dolan responded that it is his understanding that amendments involving the zoning code need to go to the Planning Commission first. Ms. Morris clarified that Council can decide to hold their own public hearing and make text amendments without going to the Planning Commission.

Councilmember Franich then said that it is pretty clear that Mr. Dolan's interpretation is a good thing and wonder if the Planning Commission's time might be better spent on other issues. Councilmember Ekberg agreed, adding that Council can send direction to staff and then hold a public hearing so that we are clear in how to proceed.

MOTION: Move to direct staff to develop a text amendment and return to Council for approval adding language to Municipal Code 17.99.170 that specifies the intent as stated in the report.
Payne / Franich – unanimously approved.

2. Tom Dolan, Planning Director – Proposed Amendments to RB-1 Zoning Regulations. Mr. Dolan said that Council asked the Planning Commission to review the provisions of the RB-1 District that currently restricts structures to the maximum size of 5,000 square feet per lot. The concern is that the 5,000 s.f. maximum might force property owners, if they have a large enough parcel, to subdivide to maximize the development of the site and may result in development that is inconsistent in terms of design.

The Planning Commission held two work study sessions, and after discussion, decided to table the proposed amendment and send a recommendation that Council direct them to conduct a study to the appropriateness and impact of RB-1 Zones in various areas such as those adjacent to single-family residential zones. Mr. Dolan continued to present three options: one, take no further action; two, to direct the Planning Commission to conduct a review of the appropriateness of the zoning of the existing parcels of land that are currently zoned RB-1; and three, for City Council to hold their own public hearing on the amendment to allow multiple buildings of up to 5,000 s.f. on property that is zoned RB-1. The Council could then decide to amend the code by a subsequent ordinance.

Councilmember Ekberg said that he thought the purpose of the Planning Commission having a public hearing would be to help them gather information relative to this. He then addressed the concern that the RB-1 districts are located next to single-family residential districts. This is exactly why the RB-1 zone was created; to allow separation between residential and business districts. He said that he would like to see a current inventory of RB-1 zones. Then Council could hold a public hearing.

Councilmember Young said that he suggested this text amendment because it is an issue of ownership. There would be no change to the status quo, because currently the owner can sub-divide and get the exact same thing. What it doesn't allow is mixed use condominium development. In theory, if you are forced to sub-divide, then you cannot condominiumize. He suggested that RB-1 should be zoned the same as most every other zone with a "per structure" limit and with all other design regulations that would apply. He said that he would like a public hearing and then Council could review the issue.

Councilmember Kadzik recognized Planning Commission member, Jill Guernsey and asked her to come forward and speak on this.

Ms. Guernsey said that it is her recollection that there was concern by several of the Planning Commission members that the properties zoned RB-1 would be more appropriately zoned something else. They would like to address that issue before tackling this issue.

Councilmember Young stressed that this is two separate issues, adding that perhaps another zone classification needs to be developed. He said that this amendment really doesn't change anything and he sees no reason to wait. Something could be brought back and the Planning Commission could be directed to do a review simultaneously.

Councilmember Franich said that he thinks the first step is to determine if the zoning is correct on the existing RB-1 parcels and then to address the 5,000 s.f. issue. Ms. Guernsey agreed.

Councilmember Young clarified that this isn't a square footage issue.

MOTION: Move for staff to return to City Council a complete inventory of all the RB-1 properties in town to include current uses, adjacent property uses and zoning.
Ekberg / Franich – unanimously approved.

PUBLIC COMMENT:

Ray Schuler – 11523 Clovercrest Drive, Lakewood, WA. Mr. Schuler said that he is here representing the Boys and Girls Clubs to make Council aware of some difficulty in moving forward with building a Boys and Girls Club / Senior Center. Mr. Schuler said that they have been told by city staff that the application for building permit will not likely be processed because of the project location in respect to the Gig Harbor North traffic circles. He added that the project expects to put ten to twelve trips through those circles and will not be able to move forward until the traffic issues are solved. There are other difficulties and expense issues such as how many parking stalls are required, the roof slope, and visibility from the freeway. He said that he is present because they don't seem to be able to get a straight answer on whether or not the application will be processed. Mr. Schuler continued to explain that he has one more year in his term as

Chairperson, and he would like to break ground this year in order to take advantage of their loaned executive from Boeing.

Mayor Hunter responded that he has been involved in meetings with Mr. Schuler, Mr. McClaren, Mr. Yazwa, Mr. Peterson, and Mr. Giest. At that time he offered suggestions on several issues such as parking may be shared with the school district and a variance considered. He continued to say that he told the group that he has asked staff to look at strategies to allow more peak-hour trips as work progresses on long-term solutions for that interchange. He explained to them that the Boys and Girls Club is required to provide a traffic study, and recommended a pre-application meeting with the Design Review Board to address design issues and screening. Mayor Hunter further explained that he met with Mr. Schuler another time to discuss the sewer line and other public works standards that are required by any development. He said that to date, a complete traffic report has not been submitted and he doesn't believe that they have scheduled any of the other meetings. Mayor Hunter said that he had the feeling that the Boys and Girls Club wanted him to make a unilateral decision to give them a building permit without having met the criteria, which he will not do for anybody.

Mayor Hunter then asked those signed up to speak to limit testimony to two minutes and to not repeat testimony.

Councilmember Young asked how they arrived at the number of trips coming through the Borgen Interchange. John Vodopich explained that the ordinance specifies that one trip through a failing intersection means you cannot meet concurrency. The number is based on preliminary studies if as Mayor Hunter stated, a traffic study had not been submitted.

Mayor Hunter clarified that yes, a traffic study was received on the 22nd of December. Staff asked for additional information, which he has not received.

Mr. Schuler said that he did not intend to put the Mayor on the spot and clarified that there are numerous issues which need to be addressed, but the one issue they cannot seem to get past is the traffic. He said that the preliminary traffic study shows 10-12 trips through a failing intersection, and has been submitted to staff. They have been told that the application will be a "non-starter" after they have spent \$100,000 to complete the application.

Mayor Hunter stressed that this is a problem for all development, and unfortunately, there is no latitude to move forward until these issues have been addressed. He said again that Jeff Langhelm, Associate Engineer, asked for additional information which has not been submitted. He said that everyone has to be treated equally.

Councilmember Young said that other developments in the pipeline will not use all the capacity planned. He asked when we will know if the trips are available and if the excess will make other development available.

John Vodopich responded that the Mayor tasked staff to come up with a short-term plan that once the hospital has made their interim improvements to the traffic issues in that area. Discussion is taking place with the Franciscan representatives on how many trips will be generated and once they are up and running, traffic counts will be done to determine if they are using the entire capacity.

Councilmember Ekberg restated that this is not the only project that is being held up because of traffic concurrency issue.

Gretchen Wilbert – 8825 No. Harborview Drive. Ms. Wilbert spoke in favor of the 2004 vision for a Boys and Girls Club / Senior Center. She said that this has become a partnership between the Peninsula District, Pierce County, Pierce Transit and many volunteers. She then said that she would like to take the traffic issues out of this project, because it is only ten car trips because the boys and girls will arrive by school bus and the seniors won't drive through the roundabout. No business or traffic impact will occur because of this project. She asked Council to recognize that the residents are asking for this, explaining that there are between 400 and 500 elementary and middle school students every Friday night at Chapel Hill Church. She said that we are in desperate need of this facility to provide services. Ms. Wilbert then said that the people who have invested the money will go away if the project if it doesn't go through. She asked Council to please help them get through this quagmire.

Joy Melgard – 5900 Soundview Drive. Ms. Melgard voiced her concern for seniors. She shared that she was a senior activist for Governor Schwarzenegger when she lived in Bishop County. She said that there is a horrendous need for senior activities, and asked if a survey had ever been taken to find out how many seniors are in this community. She encouraged Council to support the people who are giving to this project. She then explained that many of the people that she dealt with were heavy drinkers, smokers and had a lot of depression, which happens with about 40% of seniors because they don't have enough to do. She said she hopes to be very active in supporting a Boys and Girls Club / Senior Center.

Ann Hunt – 2027 Narrowsview Circle NW Unit E-42. Ms. Hunt said that she was on a committee in the early 1970's to get a organization for youth. Unfortunately it wasn't the right time back then, but it is certainly the right time today. Ms. Hunt said that the population supporting the Senior Center will come more from the west side and downtown, rather than up Peacock Hill and through the roundabouts. She added that she has been through many roundabouts throughout the states and has never seen any as terrible as these in Gig Harbor. Ms. Hunt finalized by saying that this project is desperately needed.

Mayor Hunter said that he agrees. He has built several churches over the years and anything that will help the young people is a worthwhile cause. He stressed that it isn't that the city is trying to stop this project, but technical difficulties are going to take some effort to solve.

Ms. Hunt said that they don't want to wait until the hospital is built to find out how many people are going to use the roundabout. The Boys and Girls Club is ready to go and if you wait for a study, we will lose the project.

Mayor Hunter responded that we need to work with the Boys and Girls Club so that they do what is required to help us solve the problem. In order to do that, they have criteria that has to be met.

Councilmember Payne complimented Ms. Melgard for her patience and staying through the meeting to share her concerns.

John Chadwell (no address given). Mr. Chadwell gave an update on the Harbor Hill Project in Gig Harbor North. He said that the water tank has been constructed, Borgen Boulevard was widened, over ½ mile of new road has been constructed, and a storm water drainage facility completed; all that benefit the region. He added that the YMCA is well under construction and the Costco and retail buildings should begin construction in April or May. All should hopefully be open by the end of 2007. Mr. Chadwell thanked the city staff for all their efforts this past year, especially Jennifer Kester, who he said "sticks to the rules, defends the city's interest, but is fair and honest and gives great service." Mr. Chadwell continued to describe plans for 2007, which will include 200 acres of residential land and an office park that will require another traffic infrastructure which will help with traffic issues. He then referenced a letter to Council with information on the open house in October, adding that they would like to continue dialogue with Council and other community leaders to better understand the vision for Gig Harbor North. There is a lot of work left to be done in planning, and it is easier to shape it early than to change it later. He asked for suggestions for a format to gather input.

Councilmember Ekberg commented that he attended the open house and it was interesting to see the large number of citizens present. He suggested a joint meeting with the Planning Commission with this as a topic. Councilmember Kadzik added that he would like the Design Review Board to be included. Mayor Hunter will set it up.

COUNCIL COMMENTS / MAYOR'S REPORT: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Gig Harbor North Traffic Options Committee – Wednesday, January 17, at 9:00 a.m. in the Community Rooms A & B.

Mayor Hunter commented that this is the committee that meets to work on traffic issues and praised the progress that has been made over the year.

2. Council Retreat – Wednesday, February 28, at 8:00 a.m. in the Community Rooms A & B to discuss plans for the upcoming year.

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

MOTION: Move to adjourn to Executive Session at 8:30 p.m. for the purpose of discussing pending litigation for approximately 10 minutes.
Franich / Payne – unanimously approved.

MOTION: Move to return to regular session at 8:38 p.m.
Dick / Franich – unanimously approved.

ADJOURN:

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

CD recorder utilized:
Disk # 1 Tracks 1 - 33
Disk # 2 Tracks 1 - 30

Charles L. Hunter, Mayor

Molly M. Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the ability to speak effectively in a clear manner is a powerful and important skill that can help to overcome many barriers to effective performance in virtually every endeavor and line of work; and

WHEREAS, two Toastmasters clubs in Gig Harbor offer the opportunity to learn effective communication skills. A special eight-week session Speechcraft Program is occurring as part of the Toastmaster week activities as well as open houses; and

WHEREAS, by assisting in the development of essential communication skills, Toastmasters Clubs perform a valuable service for their members, and for the community; and

WHEREAS, Toastmasters Clubs have grown to over 10,500 in number with more than 200,000 members in approximately 90 countries worldwide. This remarkable expansion is a direct result of the enhanced knowledge and experience that Toastmasters provide to their members and clients;

NOW, THEREFORE, I, Chuck Hunter, Mayor of Gig Harbor, do hereby proclaim the week of February 11, 2007 through February 17, 2007 as:

“TOASTMASTERS WEEK”

in Gig Harbor, and encourage all citizens to recognize the many accomplishments and opportunities in communication and public speaking that this outstanding organization provides for people everywhere.

Chuck Hunter, Mayor

Date



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: EDDON BOATYARD ENVIRONMENTAL PERMITTING ASSISTANCE
– CONSULTANT CONTRACT AMENDMENT NO. 2
DATE: JANUARY 22, 2007

INFORMATION/BACKGROUND

Inspectus, Inc., aka Lewis 'Bud' Whitaker, has provided contract inspection and management oversight for this project on behalf of the City since the project inception. As the result of additional data sampling requests from DOE and additional grant application submissions to EPA and DOE for consideration, additional City coordination, and grant oversight is required at this time.

FISCAL CONSIDERATIONS

This amendment in the amount of \$11,507.49, revises the total contract amount to \$56,426.33. This work was anticipated within the 2007 Park Development Budget, Item No. 14 to fund this expenditure.

RECOMMENDATION

I recommend that Council authorize the consultant services contract amendment with Inspectus, Inc. for environmental permitting assistance for the Eddon Boatyard property in an amount not to exceed Eleven Thousand Five Hundred Seven Dollars and Forty-nine Cents (\$11,507.49).

**SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
INSPECTUS INC.**

THIS SECOND AMENDMENT is made to the AGREEMENT, dated May 23, 2005, and subsequent AMENDMENT #1, dated April 24, 2006, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Inspectus, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3505 View Place North NW, Gig Harbor, Washington 98332, whose mailing address is PO Box 401, Gig Harbor, Washington 98335 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the environmental permitting and future development of the Eddon Boatyard property and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on May 23, 2004, (hereinafter the "Agreement"); and

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

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

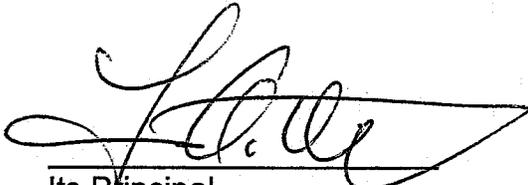
Section 1. Amendment to Scope of Work. Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Eleven Thousand Five Hundred Seven Dollars and Forty-nine Cents (\$11,507.49). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. Effectiveness of all Remaining Terms of Agreement. All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as

if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2007.

By: 
Its Principal

THE CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:

CONSULTANT
Inspectus, Inc.
Attn: Lewis Whitaker
PO Box 401
Gig Harbor, Washington 98335

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

City Attorney

ATTEST:

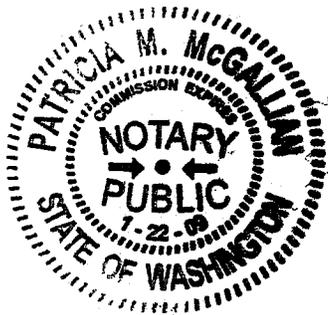
City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Lewis Whitaker 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

President of Inspectus Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/17/2007



Patricia M. McGallian

Patricia M. McGallian

(print or type name)

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

Kitsap County

My Commission expires: 7-22-2009

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A**January 17, 2007****Eddon Boat Park Environmental and Park Development Assistance**

Inspectus Inc. is pleased to offer the following Scope of Services to the City of Gig Harbor for permitting, grants assistance, final design, project oversight and coordination.

Inspectus Inc. will provide the outlined services to support the City Engineer with the ongoing and continuing Eddon Boat Environmental Clean-up and Park Development Activities.

Project Management and Coordination (See Table 1 below)

Purpose: The tasks outlined in Table 1 provide Construction Project Management assistance to the City Engineer for the Eddon Boat Environmental Clean-Up and Park Construction Project and to coordinate with the City of Gig Harbor and its Consultants to facilitate the efficient progress toward the completion of the environmental clean-up and grant administration.

The Scope of Work provides assistance to the City of Gig Harbor with regard to Anchor Environmental Tasks 1 through 9 as shown in Anchor Environmental's approved contract dated December 13, 2004, with Amendments.

Table 1

Task	Description	Estimated Hours	Estimated Miles	Total
1	Construction Project Management Project Management Construction Inspection * Estimated Field Communications/ Cellular Phone	250	50	9,677.50 60.00
2	Construction Meetings Participate Public Meetings Participate Technical Meetings	20	100	774.20
5	Design Assist with Dock and Ways Design /Permitting	14		541.94
6	Permitting Assistance Department of Ecology	10		387.10
	SUBTOTAL	294 hrs		\$11,440.74
	*Mileage will be billed at .445 per mile traveled. *Each hour worked on the Project will be billed at the rate of \$38.71 per hour.		150 / .445	66.75
	* TOTAL ESTIMATED FEES			\$ 11,507.49

*Not to exceed unless working days/hours are extended by contract amendment



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJ: UPTOWN AND MULTICARE DEVELOPMENT PROJECTS (D-0505)
EASEMENT AGREEMENTS – HARBOR MONSOON RESTAURANT
AND KITSAP BANK
DATE: JANUARY 22, 2007

INTRODUCTION/BACKGROUND

As part of the offsite street mitigation for the Uptown and MultiCare Development projects, a traffic signal is required to be constructed by the Developer at the intersection of Point Fosdick Dr. NW and 46th St. Ct. NW. To provide for this traffic signal, Easement Agreements for additional permanent right-of-way are required from the Harbor Monsoon Restaurant (Parcel No. 0221206008) and Kitsap Bank (Parcel No. 0221206004).

The City's standard Easement Agreement has been reviewed and approved by City Attorney, Carol Morris.

City Council approval of the Easement Agreements is requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that City Council approve the Easement Agreements as presented.

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Easement Agreement

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

Wilgar Louie and Wanda Louie, Trustees of the W & J Louie Trust, U/A dated 8/6/03, and
Timothy Kam Hung Chung and Irene Loi Lin Chung, husband and wife

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

City of Gig Harbor

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

Lot 2, Short Plat Number 8801060208

Assessor's Property Tax Parcel or Account Number: 0221206008

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

EASEMENT AGREEMENT

THIS INSTRUMENT, executed this date by and between the City of Gig Harbor, a Washington municipal corporation (the "City" herein), and Wilgar Louie and Wanda Louie, Trustees of the W & J Louie Trust, U/A dated 8/6/03, and Timothy Kam Hung Chung, Managing Partner of the Chung No. 1 Family Limited Partnership and Irene Loi Lin Chung, Managing Partner of the Chung No. 1 Family Limited Partnership, husband and wife whose mailing address is 3423 Soundview Dr. W #A, University Place, WA 98466-1616 as the owners of the within-described property (the "Owners" herein):

WITNESSETH:

WHEREAS, Owners own a fee simple and/or have a substantial beneficial interest in the following real property, commonly known as Harbor Monsoon Restaurant, whose site address is 4628 Point Fosdick Dr. NW, Gig Harbor WA 98335, (tax parcel no. 0221206008), (the "Property" herein), and legally described as follows:

Lot(s) 2, as shown on Short Plat No. 8801060208, filed with Pierce County Auditor, in Pierce County, Washington. Except the South 30 feet thereof. (Being Parcel A of Boundary Line Adjustment recorded under recording number 8802100359.

WHEREAS, the City desires an easement for the purpose of monitoring, inspecting, maintaining, operating, improving, repairing, constructing, and reconstructing a new traffic signal constructed at the intersection of 46th Street Court NW and Point Fosdick Dr. NW.

NOW, THEREFORE, the parties hereto agree as follows:

In consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, Owners hereby convey and warrant to the City, a perpetual, nonexclusive easement, under, over, through and across the Property, for the purposes of monitoring, inspecting, maintaining, improving, repairing, constructing, and reconstructing a foundation for a type III steel signal pole with vehicle signal heads, pedestrian signal heads, pedestrian pushbuttons, and signal loops, a map of which easement (the "Easement" herein) is shown in **EXHIBIT A** and legally described as follows:

A PORTION OF PARCEL NO. 0221206008 THAT ABUTTS THE CURRENT RIGHT-OF-WAY OF POINT FOSDICK DR. NW AS DESCRIBED IN PIERCE COUNTY'S AFN 200005300429, AND ALSO ABUTTING THE 40FT PRIVATE ROAD AND UTILITIES EASEMENT OF 46TH ST. CT. NW, AND WHOSE NORTH EAST PROPERTY CORNER OF LOT 2 SHOWN IN SHORT PLAT 8801060208 BEING THE "TRUE POINT OF BEGINNING", THENCE N88°46'28"W A DISTANCE OF 10.00', THENCE S1°39'33"W A DISTANCE OF 20.00', THENCE S88°46'28"E A DISTANCE OF 20.00', THENCE N1°39'33"E A DISTANCE OF 10.00' AND RETURNING TO THE "TRUE POINT OF BEGINNING".

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

Section 1. Responsibility to Repair Damage. The City shall, upon completion of any work within the Property covered by the easement, restore the surface of the Easement, and any improvements on the Property not owned by the City, disturbed, damaged or destroyed during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City. However, the City shall not be required to restore any such improvements installed and/or constructed on the Easement by the Owners subsequent to execution of this Easement Agreement, and as otherwise provided in paragraph "2" below. The existing adjacent privately owned sign which has "Harbor Monsoon" on its face and shall be protected in place by the City during construction of the roadway improvements. If the visibility of the privately owned sign which has "Harbor Monsoon" on its face is limited by the improvements, the owner may ask the City to relocate the sign in accordance with the Gig Harbor Municipal Code to another location on the Owner's property. If the Owner asks the City to relocate either sign, then the Owner shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims arising out of or in connection with the City's performance under this subsection of the Easement Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Owner and the City, then the City's liability hereunder shall be only to the extent of the City's negligence.

Section 2. Limitations on Owners. The Owners shall retain the right to use the surface of the Easement. However, the Owners shall not directly or indirectly have the right to:

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

Section 3. Notice of Entry. The Owners, their successors and assigns, shall allow access to the Easement by the City, without the City having to give prior notice of its intent to access the Easement.

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

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

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

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

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

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

Section 8. Severability. If any of the provisions contained in this Easement are held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

year first above written.

Wilgar Louie and Wanda Louie, Trustees
of the W & J Louie Trust, U/A dated 8/6/03,
and Timothy Kam Hung Chung and Irene
Loi Lin Chung, husband and wife

The City of Gig Harbor

By: Wanda Wan Sheung Louie By: _____

Wilgar Wai Chun Louie, Trustee
Of the W&J Louie Trust
U/A dated 8/6/03

Its Mayor

By: Wanda Wan Sheung Louie Attest: _____

Wanda Wan Sheung Louie, Trustee By: _____
of the W&J Louie Trust
U/A dated 8/6/03

By: Timothy Kam Hung Chung
Timothy Kam Hung Chung

City Clerk

By: Irene Loi Lin Chung
Irene Loi Lin Chung

Approved as to form

By: _____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,

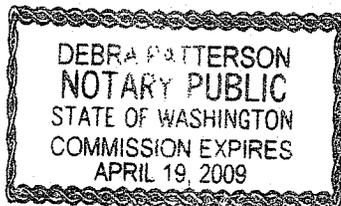
residing at: _____

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that **Wilgar Wai Chun Louie** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the W & J Louie Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/13/06



Deb Pitt
(Signature)

Debra Patterson
NOTARY PUBLIC, State of Washington,

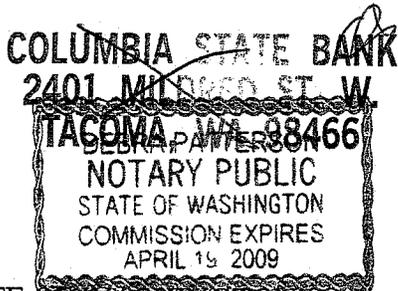
residing at: TACOMA

My appointment expires: 4/19/09

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that **Wanda Wan Sheung Louie** 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 Trustee of the W & J Louie Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

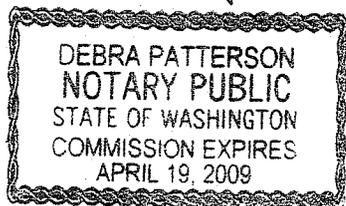
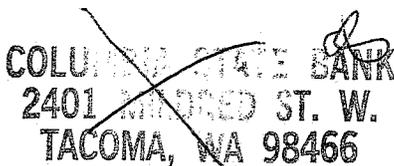
DATED: 12/13/06



STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that **Timothy Kam Hung Chung** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Partner of the Chung No. 1 Family Limited Partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/13/06



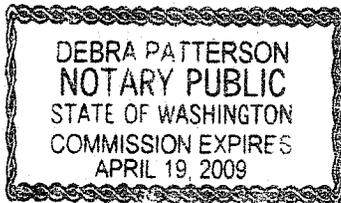
Debra Patterson
(Signature)
Debra Patterson
NOTARY PUBLIC, State of Washington,
residing at: Tacoma
My appointment expires: 4/19/09

Debra Patterson
(Signature)
Debra Patterson
NOTARY PUBLIC, State of Washington,
residing at: Tacoma
My appointment expires: 4/19/09

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that **Irene loi lin Chung** 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 Managing Partner of the Chung No. 1 Family Limited Partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/3/06



Debra Patterson
(Signature)
Debra Patterson
NOTARY PUBLIC, State of Washington,
residing at: TACOMA
My appointment expires: 4/19/09

EXHIBIT A

BASIS OF BEARINGS
PLAT OF QUAIL RUN
AUDITOR'S FILE NUMBER 2978845



PIERCE COUNTY PUBLIC WORKS BENCH MARK #P3-3
AT THE N.E. CORNER CONCRETE BASE OF QUAIL
RUN SIGN IN S.W. QUADRANT OF INTERSECTION
POINT FOSDICK DR. N.W. & BRIARWOOD LANE N.W.

0221206013
OLYMPIC GROUP LLC

PENINSULA FAMILY MEDICAL CENTER

0221206008
LOT 2 OF SHORT PLAT NO. 8801060208
HARBOR MONSOON RESTAURANT
4628 POINT FOSDICK DR. NW, GIG HARBOR WA 98335

40 FT. PRIVATE ROAD AND UTILITIES EASEMENT
46TH ST CT. NW

PERMANENT RIGHT-OF-WAY EASEMENT AREA

EXISTING RIGHT-OF-WAY
(AFN 200005300429)

S88°46'28"E
10.00'

S1°39'33"W
20.00'

N1°39'33"E
20.00'

N88°46'28"W
10.00'

POINT FOSDICK DRIVE NW

TRUE POINT OF BEGINNING

SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.

AFTER RECORDING RETURN TO: AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Easement Agreement

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

Kitsap Bank

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

City of Gig Harbor

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

Lot 1, Short Plat Number 8801060208

Assessor's Property Tax Parcel or Account Number: 0221206004

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

EASEMENT AGREEMENT

THIS INSTRUMENT, executed this date by and between the City of Gig Harbor, a Washington municipal corporation (the "City" herein), and and Kitsap Bank, a Washington Business whose mailing address is P.O. Box 9, Port Orchard, WA 98366-0009 (the "Owners" herein):

WITNESSETH:

WHEREAS, Owners own a fee simple and/or have a substantial beneficial interest in the following real property, commonly known as Kitsap Bank, located at 4714 Point Fosdick Dr. NW, Gig Harbor WA 98335, (tax parcel no. 0221206004) (the "Property" herein), and legally described as follows:

Lot(s) 1, as shown on Short Plat No. 8801060208, filed with Pierce County Auditor, in Pierce County, Washington.

WHEREAS, the City desires an easement for the purpose of monitoring, inspecting, maintaining, operating, improving, repairing, constructing, and reconstructing a new traffic signal constructed at the intersection of 46th Street Court NW and Point Fosdick Dr. NW.

NOW, THEREFORE, the parties hereto agree as follows:

In consideration of one dollar (\$1.00), receipt of which is hereby acknowledged, Owners hereby convey and warrant to the City, a perpetual, nonexclusive easement, under, over, through and across the Property, for the purposes of monitoring, inspecting, maintaining, improving, repairing, constructing, and reconstructing a foundation for a type III steel signal pole with vehicle signal heads, pedestrian signal heads, pedestrian pushbuttons, and signal loops, a map of which easement (the "Easement" herein) is shown in **EXHIBIT A** and legally described as follows:

A PORTION OF PARCEL NO. 0221206004 THAT ABUTTS THE CURRENT RIGHT-OF-WAY OF POINT FOSDICK DR. NW AS DESCRIBED IN PIERCE COUNTY'S AFN 200008140659, AND ALSO ABUTTING THE 40FT PRIVATE ROAD AND UTILITIES EASEMENT OF 46TH ST. CT. NW, AND WHOSE SOUTH EAST PROPERTY CORNER OF LOT 1 SHOWN IN SHORT PLAT 8801060208 BEING THE "TRUE POINT OF BEGINNING", THENCE N1°39'33"E A DISTANCE OF 30.00', THENCE N88°46'28"W A DISTANCE OF 10.00', THENCE S1°39'33"W A DISTANCE OF 30.00', THENCE S88°46'28"E A DISTANCE OF 10.00' AND RETURNING TO THE "TRUE POINT OF BEGINNING".

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

Section 1. Responsibility to Repair Damage. The City shall, upon completion of any work within the Property covered by the easement, restore the surface of the Easement, and any improvements on the Property not owned by the City, disturbed, damaged or destroyed during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City. However, the City shall not be required to restore any such improvements installed and/or constructed on the Easement by the Owners subsequent to execution of this Easement Agreement, and as otherwise provided in paragraph "2" below. The existing adjacent privately owned sign which has "Kitsap Bank" on its face and shall be protected in place by the City during construction of the roadway improvements. If the visibility of the privately owned sign which has "Kitsap Bank" on its face is limited by the improvements, the owner may ask the City to relocate the sign in accordance with the Gig Harbor Municipal Code to another location on the Owner's property. If the Owner asks the City to relocate the sign, then the Owner shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims arising out of or in connection with the City's performance under this subsection of the Easement Agreement, except for injuries and damages caused by the sole negligence of the City. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Owner and the City, then the City's liability hereunder shall be only to the extent of the City's negligence.

Section 2. Limitations on Owners. The Owners shall retain the right to use the surface of the Easement. However, the Owners shall not directly or indirectly have the right to:

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

Section 3. Notice of Entry. The Owners, their successors and assigns, shall allow access to the Easement by the City, without the City having to give prior notice of its intent to access the Easement.

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

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

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

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

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

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

Section 8. Severability. If any of the provisions contained in this Easement are held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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

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

Kitsap Bank

The City of Gig Harbor

By: *Paul Smith*

By: _____

Its *Facilities Manager*

Its Mayor

Attest:

By: _____

City Clerk

Approved as to form:

By: *[Signature]*

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

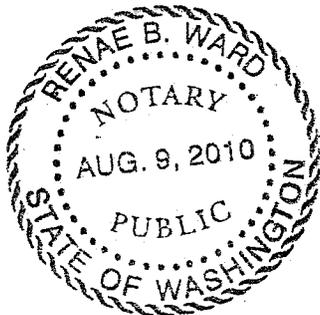
(Signature)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF Kitsap)

I certify that I know or have satisfactory evidence that Brandon Carmichael 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 Facilities Manager of Kitsap Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

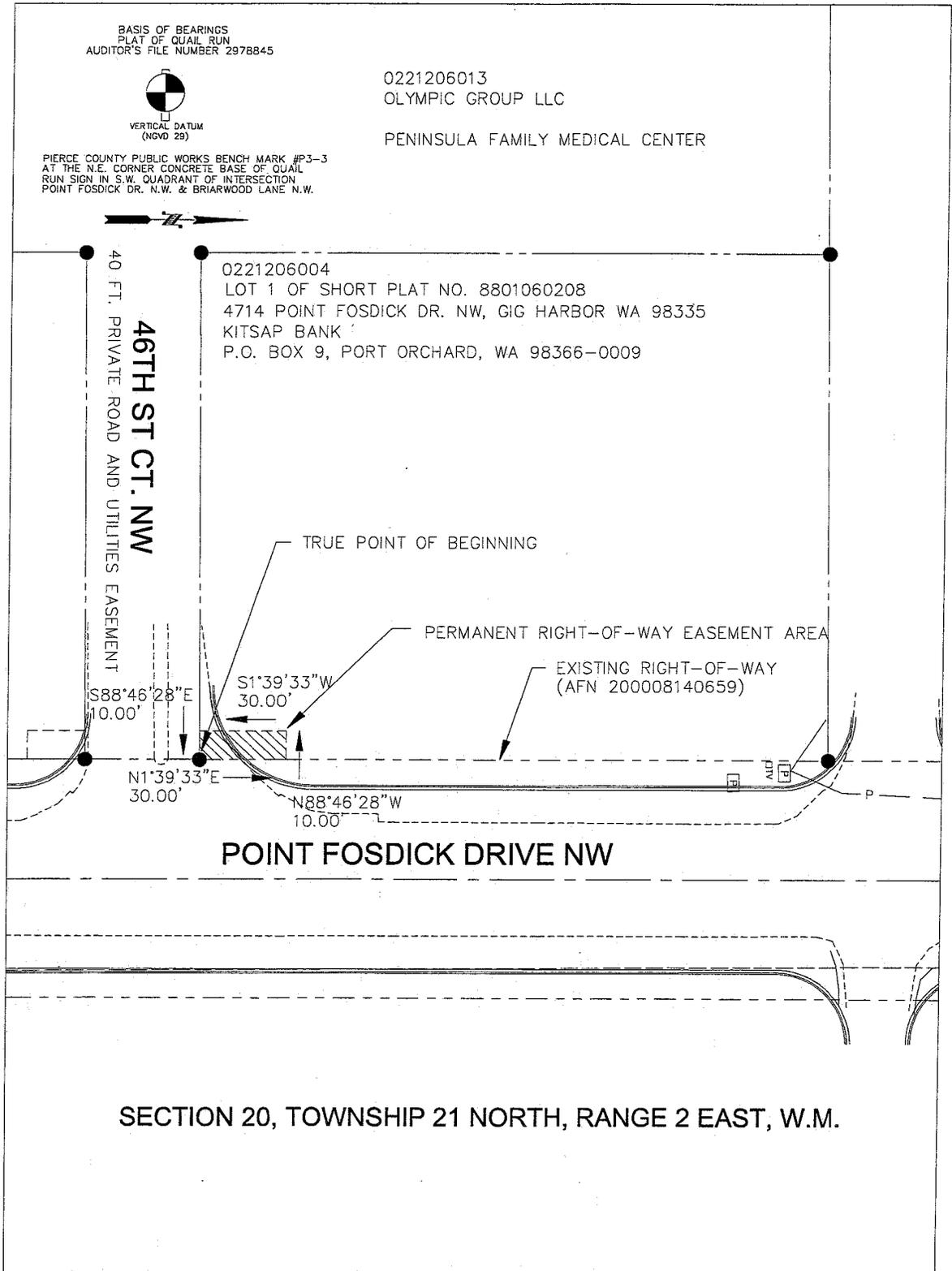
DATED: 12-11-06



Renae B. Ward
(Signature) Renae B. Ward

NOTARY PUBLIC, State of Washington
Residing at: Pine Orchard
My appointment expires: 8-9-2010

EXHIBIT A





ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: ROB KARLINSEY, CITY ADMINISTRATOR
SUBJECT: AMENDMENT TO JOB DESCRIPTIONS
DATE: JANUARY 22, 2007

INFORMATION/BACKGROUND

The job description for Engineering Technician needs to be revised to more accurately describe the duties and responsibilities of this position.

The description is in need of updating to more fully address the current duties and assignments of the current Engineering Technician and the expected assigned duties of the new Engineering Technician position that was authorized in the 2007 Budget.

This revised job description has been provided to the Employees Guild. Guild President Willy Hendrickson has reviewed and approved the job description with a minor change.

RECOMMENDATION

A motion to adopt the *2007 City of Gig Harbor Job Descriptions* as amended.

ENGINEERING (GIS) TECHNICIAN

Nature of Work

This is a professional and technical position in the field of Public Works, ~~Geographic Information System (GIS) and Global Positioning System (GPS)~~ technologies. The employee occupying this position is expected to perform complex duties, occasionally in the absence of clearly defined operating procedures, where independent judgment is required. Technical problems are assigned which may require extensive research or extensive knowledge of the assigned function. The incumbent will prepare rough and final drawings and maps for Operations, Engineering, Planning, and Building projects, and assist in support services for other City departments. The incumbent will also be required to perform occasional field inspections, and assist in answering technical questions over the phone and in person with engineers, contractors, and the general public. The incumbent will be able to develop an effective working relationship with employees, city officials, and other municipal and state agency officials.

Controls Over Work

Under the direct supervisory control and guidance of the Community Development Director-City Engineer and general supervision of the Community Development Director, and under the engineering direction of the City Engineer, and within the framework of governing federal, state, and local laws and policies established by the City Council, the incumbent will accomplish tasks related to established Community Development and other City programs as well as tasks associated with general civil engineering. Supervision will control for compliance with internal policies and procedures, quality of work, compatibility with city programs and policies and manner and effectiveness with which the incumbent deals with subordinates, city officials, and the general public.

Essential Duties and Responsibilities

Essential job duties may include, but are not limited to the following; Prepare drawings and GIS maps for Community Development and other departments. Maintain and update GIS and utility system maps and related records. Conduct fieldwork for design and installation of projects and to obtain mapping and project support data. Maintain files of archived, current construction, and record drawings. Assist the public seeking information on GIS and utility system maps. Prepare report graphics, charts, exhibits, and other technical information for other staff and for the public. Assist in training of other employees in use of computer systems and GIS. Reviews civil engineering plans, specifications and documents for compliance with adopted city regulations. Is a lead member in the development review team interfacing directly with applicants, design professionals, contractors and citizens to facilitate the planning and design of

projects; assists other development services staff by providing engineering expertise and guidance in the interpretation and application of regulations. Assists in the maintenance and revision of the city's development code and design standards. Prepares written and verbal reports. Responds to citizen requests and concerns related to development activities. Other duties as assigned.

A valid Washington State driver's license and a history of safe driving is an essential duty of the job.

Knowledge, Abilities, and Skills

Knowledge of AutoCAD (preferably Version 2005 or above Land Development Desktop 3.0 or above), and Arcview GIS 3.2 or above is required. Knowledge of basic principles and terms of Civil Engineering is desirable. Have an ability to update, load and maintain the GIS and AutoCAD system. Perform GIS and AutoCAD design tasks for all City departments. Create and use spreadsheet and word processing documents principles and practices of civil engineering as they apply to planning, design and construction of municipal infrastructure. Federal and state regulations affecting civil engineering projects. General computer skills and civil engineering software applications.

Ability to communicate clearly and effectively, verbally and in writing. Prepare comprehensive reports and other engineering documents. Assist in infrastructure planning and design. Establish and maintain effective working relationships with city staff, design engineers, consultants and the general public. Work independently and with others as a project team member. Deal courteously and tactfully with the public and with general contractors.

Have skills in automated plotting, scanning and copying using large format drawings.

Physical Demands and Work Environment

This work is performed primarily in an office or conference room setting. Field work is performed at times to review sites, collect data and observe construction progress. Physical effort may be required to lift equipment and system parts that weigh up to 50 pounds. Occasional fieldwork in shallow ditches or steep slopes may be required. Physical hazard may occur from exposure to traffic or rugged field terrain.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Qualifications Required

Associate of Arts degree in GIS or Civil Engineering Technology; or two years of college with course work or training in GIS, geography, civil engineering or a related technical field, or equivalent training and experience that substantiates similar skills and knowledge.

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 1/03/07

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20070430

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 LA FAMILIA LOPEZ, INC.	EL PUEBLITO FAMILY MEXICAN RESTAURANT 3226 HARBORVIEW DR STE 7 GIG HARBOR WA 98332 2182	358890	SPIRITS/BR/WN REST LOUNGE +
2 NEW ALBERTSON'S, INC.	ALBERTSON'S NO. 406 11330 51ST AVE NW GIG HARBOR WA 98332 7890	083474	GROCERY STORE - BEER/WINE
3 OLYMPIC DRIVE MART, INC.	OLYMPIC DRIVE MART 5119 OLYMPIC DR NW GIG HARBOR WA 98335 1704	080805	GROCERY STORE - BEER/WINE



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JENNIFER KESTER, SENIOR PLANNER
SUBJECT: SECOND READING OF AN ORDINANCE AMENDING THE DEFINITIONS AND PERFORMANCE STANDARDS FOR CLUBS AND LODGES AND YACHT CLUBS
DATE: JANUARY 22, 2007

INFORMATION/BACKGROUND

Attached for the Council's consideration is a draft ordinance relating to the definition and performance standards for clubs, lodges and yacht clubs. In specific, the draft ordinance would: 1. Amend the definition of clubs and lodges to clarify the allowance for space rental and food service; 2. Combine the definitions for clubs and lodges and yacht clubs into one definition for clubs; 3. Amend the parking required for clubs to be consistent with the definition; 4. Limit the type of food and beverage served at clubs in the Waterfront Millville district; 5. Limit the hours of operations of clubs in the Waterfront Millville district to between 7am and 7pm; 6. Require conditional use permits for clubs in the RLD, RMD and PCD-NB districts; and 7. Permit clubs outright in the DB, B-2 and C-1 districts.

The Planning and Building committee of the City Council requested that the Planning Commission review the definitions of "clubs and lodges" and "yacht clubs." As discussed at a joint work-study session of the Planning Commission and the Council on the Land Use Matrix text amendment, the current definition for clubs and lodges and yacht clubs includes the allowance for "rooms available for temporary rental" and "restaurant as allowed in the zone." As clubs and lodges and yacht clubs are allowed in many zoning districts, concern was expressed that these uses may not be compatible in some areas of the City. The City Council requested that the definitions be reviewed and amended and/or performance standards be proposed for each zone where clubs, lodges or yacht clubs are allowed.

The Planning Commission held work-study sessions to review definitions and performance standards for clubs and lodges and yacht clubs on September 7 and September 21, 2006. A public hearing on the proposed amendments was held on October 5, 2006. There was no testimony at the public hearing. The Planning Commission voted unanimously to recommend approval of the draft ordinance at a work-study session on October 19, 2006.

POLICY CONSIDERATIONS

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig

Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). Applicable land use policies and codes are as follows:

A. Gig Harbor Municipal Code:

"Clubs and lodges" means a building or group of buildings where members of an association or fraternal, cultural, or religious organization hold their meetings and may contain rooms available for temporary rental, and may contain a restaurant as allowed in the zone. GHMC 17.04.220

Clubs and lodges as permitted outright in the following zones:
RLD, RMD, B-1, PCD-C, ED, PCD-BP and PCD-NB

Clubs and lodges are a conditional use in the following zones:
R-2, R-3, RB-1, RB-2, DB, B-2 and C-1

"Yacht club" means a building or group of buildings where members of a boating association hold their meetings and may contain rooms and/or dwelling units available for temporary rental, and may contain a restaurant as allowed in the zone. GHMC 17.04.878

Yacht clubs are permitted outright in the following zones:
PCD-C and WC

Yacht clubs are a conditional use in the following zones:
R-3, RB-1, RB-2, DB, B-2, C-1 and WM

Design Manual: Clubs and lodges and yacht clubs would be classified as nonresidential uses and would need to meet all Design Manual requirements applicable to nonresidential development.

- B. Staff/Planning Commission Analysis:** The Planning Commission first reviewed the definitions of "clubs and lodges" and "yacht clubs." The Commission's primary concern was the allowance for "rooms available for temporary rental" and "restaurant as allowed in the zone." The Planning Commission felt it was not the intent of the definitions to allow primary use restaurants or hotels, but instead to acknowledge accessory uses in clubs such as space rental for events and food and beverage service for members and guests. In addition, it was decided that a yacht club was a specific kind of club and lodge rather than a use of its own. Therefore, the Commission has proposed repealing the definition of yacht club. Yacht clubs would be regulated as a club.

The discussion then turned to the zones in which clubs are allowed and whether changes were appropriate. The primary concern voiced about clubs was food service, space rental activities and the associated hours of operation. The Commission, therefore, focused their review on zones which allow clubs, lodges

and yacht clubs, but do not allow restaurants, lodging or similar space rental/food service uses.

The Planning Commission discussed prohibiting space rental and food service in clubs located in zones which don't allow restaurants and/or lodging. They also discussed setting hours of operation limitations in those same zones. However, the Commission decided that conditional use permits should be required in zones which don't allow restaurants and/or lodging. In specific, in the RLD, RMD and PCD-NB zones, clubs would no longer be permitted but conditionally permitted. The conditional use permit process would require the review of the impacts of a club in a public hearing setting. This review process and the criteria for conditional use permit approval would help ensure that a proposed club was compatible with the neighborhood.

The Commission also reviewed the allowance for clubs in the Waterfront Millville (WM) zone. The Planning Commission recommends retaining the conditional use requirements for clubs, but establishing performance standards. The WM zone currently limits restaurant uses to those that do not serve alcoholic beverage and do not operate grills or deep-fat fryers (Restaurant 1 definition). In addition, restaurants may only operate between the hours of 7am and 7pm. The Planning Commission felt it was important to impose those same standards on clubs.

Finally, the Planning Commission reviewed where clubs were allowed in the commercial zones. Clubs are permitted in the B-1, PCD-C and WC zones, but are conditionally allowed in DB, B-2, and C-1 zones. Restaurant, lodging and similar food service/space rental uses are permitted in these three zones. The Planning Commission proposes that clubs should be permitted outright in these zones.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on October 11, 2006 for this non-project GMA action as per WAC 197-11-340(2). The appeal period ended on December 26, 2006 and no appeals were filed. The DNS is now final.

FISCAL IMPACTS

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

RECOMMENDATION

The staff recommends that Council approve the ordinance at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE DEFINITION OF CLUBS AND LODGES IN THE ZONING CODE TO CLARIFY THE ALLOWANCE FOR SPACE RENTAL AND FOOD SERVICE, ELIMINATING LODGES FROM THE DEFINITION, INCLUDING YACHT CLUBS IN THE DEFINITION OF CLUBS; REPEALING THE DEFINITION OF YACHT CLUBS; AMENDING THE LAND USE MATRIX IN CHAPTER 17.14 TO REQUIRE CONDITIONAL USE PERMITS FOR CLUBS IN THE RLD, RMD AND PCD-NB ZONES, TO PERMIT CLUBS OUTRIGHT IN THE DB, B-2 AND C-1 ZONES AND TO LIMIT THE TYPE OF FOOD AND BEVERAGES SERVED IN CLUBS IN THE WM ZONE; LIMITING THE HOURS OF OPERATION OF CLUBS IN THE WM ZONE; AMENDING THE PARKING REQUIRED FOR CLUBS TO BE CONSISTENT WITH THE DEFINITION; AMENDING SECTIONS 17.04.220, 17.14.020, 17.48.035 AND 17.72.030 AND REPEALING SECTION 17.04.878 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, Title 17 of the Gig Harbor Municipal Code defines “clubs and lodges” and “yacht clubs” separately and a yacht club use is included in the definition of “clubs and lodges”; and,

WHEREAS, the definitions of both “clubs and lodges” and “yacht clubs” include the allowance for room rental and restaurant use; and

WHEREAS, clubs often include an element of food service and space rental and the City desires to allow clubs to retain food service and space rental as accessory uses to a club; and

WHEREAS, clubs with food service and space rental uses often hold large parties and member events which can include food service, music and late night events and the City is concerned that the long hours, traffic and noise related to these uses may not be compatible in certain residential and neighborhood business zones; and

WHEREAS, clubs are permitted in the RLD and RMD zones, but restaurants, lodging and similar food service/space rental uses are not allowed in these zones; and

WHEREAS, clubs are permitted in the PCD-NB zone and the zone is intended for businesses serving the everyday needs of the neighboring residents. Some clubs are regionally focused and do not provide neighborhood level services as intended by the zone; and

WHEREAS, the City desires to require conditional use permits for clubs in the RLD, RMD and PCD-NB zones so that the City can determine if the club is compatible with a specific site and intent of the zone through criteria of approval, a public hearing process and imposed conditions; and

WHEREAS, in order to be consistent with restaurant uses allowed in the WM zone, clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.

WHEREAS, in order to be consistent with similar uses allowed in the WM zone which can result in high traffic and/or noise, such as restaurant, sales and boat construction, clubs in the WM zone shall be limited to operating between the hours of 7:00a.m. and 7:00p.m., daily; and

WHEREAS, within the DB, B-2 and C-1 zones, the City desires to allow clubs as permitted uses because the normal activities of clubs are consistent with the intent of these zones and compatible with business and commercial uses allowed in these zones; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on October 11, 2006 pursuant to WAC 197-11-350, which was not appealed; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on October, 11, 2006 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on October 5, 2006 to receive public testimony and no public testimony was given; and

WHEREAS, the City Planning Commission held a work-study session on this Ordinance on October 19, 2006 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on January 8, 2007; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the second reading on _____; and

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

Section 1. Section 17.04.220 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

Clubs and lodges.

"Clubs and lodges" means a building or group of buildings where members of an association or fraternal, cultural, or religious organization hold their meetings. A club may contain ~~rooms~~ space available for temporary rental, and a kitchen facility to serve members and guests ~~restaurant as allowed in the zone.~~

Section 2. Section 17.04.878 of the Gig Harbor Municipal Code is hereby repealed.

Section 3. Section 17.14.020 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.14.020 Land use matrix

	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Uses																				
Dwelling, single-family	-	P	P	P	P	C	P	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, duplex	-	-	-	P	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	P	P	P	-	P ¹⁴	P
Dwelling, triplex	-	-	-	-	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, fourplex	-	-	-	-	P	P	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	C ¹⁷	P	-	P ¹⁴	P
Dwelling, multiple-family	-	-	-	-	P	P ⁶	-	P	C	P ¹⁴	C	C	P ¹⁴	-	-	-	-	-	P ¹⁴	P
Accessory apartment ¹	-	C	P	-	P	-	C	C	C	P ¹⁴	C	C	P ¹⁴	-	-	-	P	-	P ¹⁴	P
Family day care provider	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Home occupation ²	-	P	P	P	P	P	P	P	C	P	-	C	-	-	P	P	P	-	-	-
Adult family home	-	P	P	P	P	P	P	P	C	P	P	P	P	-	P	P	P	P	P	P
Living facility, independent	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Living facility, assisted	-	-	-	C	-	P	C	C	C	P	-	C	P	C	-	-	-	-	-	P
Nursing facility, skilled	-	-	-	C	-	P	C	C	C	P	C	C	P	C	-	-	-	-	-	P
Hospital	-	-	-	-	-	-	-	-	C	-	C	C	-	C	-	-	-	C	-	-
School, primary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, secondary	P	C	P	C	P	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, higher educational	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
School, vocational/trade	P	C	-	C	-	C	C	C	C	P	-	C	P	P	-	-	-	P	-	-
Government administrative office	P	C	P	C	P	C	C	P	P	P	P	P	P	P	C	P	P	P	P	P
Public/private services	P	C	-	C	-	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Religious worship, house of	-	C	P ⁵	C	P ⁵	C	C	C	C	P	-	C	P	C	-	-	-	-	-	P/C ¹⁵
Museum	P	-	-	-	-	-	-	-	-	-	C	C	P	-	-	-	-	-	-	-

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Community recreation hall	P	-	P	C	P	C	C	C	C	P	C	C	P	P	-	-	-	P	P	-
Yacht club	-	-	-	-	-	C	C	C	C	-	C	C	P	-	-	C	P	-	-	-
Clubs and lodges	-	-	PC ¹	C	PC ¹	C	C	C	CP ¹	P	CP ¹	CP ¹	P	P	-	C ²¹	P	P	PC	-
Parks	P	P	P	P	P	P	P	P	P	P	C	C	P	P	P	P	P	P	P	P
Essential public facilities	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	P	C	P	C	P	C	C	C	C	P	C	C	P	C	C	C	C	P	P	P
Lodging, level 1	-	C	-	C	-	P	P	P	P	P	C	C	-	-	C	C	C	-	-	P
Lodging, level 2	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Lodging, level 3	-	-	-	-	-	-	-	C	P	-	P	P	P	-	-	-	C	-	-	P
Personal services	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Professional services	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	P	P	P	P	P
Product services, level 1	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P
Product services, level 2	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	P ¹⁶
Sales, level 1	-	-	-	-	-	-	C ^{7,8}	-	P	P	P	P	P	-	-	-	P	-	P ¹³	P
Sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Sales, level 3	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Sales, ancillary	-	-	-	-	-	-	P	P	P	-	P	P	P	P	-	-	P	P	-	-
Commercial child care	-	-	C	-	C	-	C	C	C	-	-	P	-	C	-	-	-	-	-	-
Recreation, indoor commercial	-	-	-	-	-	-	C	C	P	-	P	P	P	C	-	-	-	-	-	P
Recreation, outdoor commercial	-	-	-	-	-	-	C	C	C	-	P ¹⁰	P	P	C	-	-	-	-	-	P
Entertainment, commercial	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	-	-	P
Automotive fuel-dispensing facility	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	-	P	-
Vehicle wash	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-
Parking lot, commercial	-	-	-	-	-	C	-	-	-	-	-	-	-	-	-	-	C ¹⁹	-	-	-
Animal clinic	-	-	-	-	-	-	-	-	P ⁹	-	P	P	-	P	-	-	-	P	-	P
Kennel	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Adult entertainment facility ³	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-
Restaurant 1	-	-	-	-	-	-	C ⁸	P	P	P	P	P	P	-	-	C ¹²	P	-	P	P
Restaurant 2	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	P	-	P	P
Restaurant 3	-	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	P	-	P	P
Tavern	-	-	-	-	-	-	-	-	C	-	P	P	P	-	-	-	P	-	-	-

Uses	PI	R-1	RLD	R-2	RMD	R-3	RB-1	RB-2	DB	B-1	B-2	C-1 ²⁰	PCD-C	ED ¹⁸	WR	WM	WC	PCD-BP	PCD-NB	MUD
Drive-through facility	-	-	-	-	-	-	-	-	C	-	C	C	P	-	-	-	-	-	-	-
Marina	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine sales and service	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Marine boat sales, level 1	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	P	P	-	-	-
Marine boat sales, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	-	-	-
Ministorage	-	-	-	-	-	-	-	C	-	-	C	C	P	C	-	-	-	-	-	P
Industrial, level 1	-	-	-	-	-	-	-	C	C	-	C	P	-	P	-	-	-	P	-	P
Industrial, level 2	-	-	-	-	-	-	-	-	-	-	-	P	-	P	-	-	-	P	-	-
Marine industrial	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	P ¹¹	C	-	-	-
Wireless communication facility ⁴	C	C	C	C	C	C	P	P	C	P	C	P	P	P	C	C	C	P	P	-
Accessory uses and structures	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

¹ Accessory apartments requiring conditional use permits are subject to the criteria in GHMC Section 17.64.045.

² Home occupations are subject to Chapter 17.84 GHMC.

³ Adult entertainment facilities are subject to Chapter 17.58 GHMC.

⁴ Wireless communication facilities are subject to Chapter 17.61 GHMC.

⁵ Houses of religious worship shall be limited to parcels not greater than 5 acres.

⁶ Multiple-family dwellings shall be limited to no more than eight attached dwellings per structure in the R-3 district.

⁷ Sales, level 1 uses shall be limited to food stores in the RB-1 district.

⁸ See GHMC Section 17.28.090(G) for specific performance standards of restaurant 1 and food store uses in the RB-1 zone.

⁹ Animal clinics shall have all activities conducted indoors in the DB district.

¹⁰ Drive-in theaters are not permitted in the B-2 district.

¹¹ Marine industrial uses in the WM district shall be limited to commercial fishing operations and boat construction shall not exceed one boat per calendar year.

¹² Coffeehouse-type restaurant 1 uses shall not exceed 1,000 square feet in total size in the WM district.

¹³ Sales, level 1 uses shall be limited to less than 7,500 square feet per business in the PCD-NB district.

¹⁴ Residential uses shall be located above a permitted business or commercial use.

¹⁵ Houses of religious worship on parcels not greater than 10 acres are permitted uses in the MUD district; houses of religious worship on parcels greater than 10 acres are conditionally permitted uses in the MUD district.

¹⁶ Auto repair and boat repair uses shall be conducted within an enclosed building or shall be in a location not visible from public right-of-way and adjacent properties.

¹⁷ Only one triplex dwelling or one fourplex dwelling is conditionally permitted per lot in the WM district.

¹⁸ Planned unit developments (PUDs) are conditionally permitted in the ED district.

¹⁹ Commercial parking lots in the WC district shall be related to shoreline uses.

²⁰ Junkyards, auto wrecking yards and garbage dumps are not allowed in the C-1 district.

²¹ Clubs in the WM zone shall not serve alcoholic beverages and shall not operate a grill or deep-fat fryer.

Section 4. Section 17.48.035 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.035 Hours of operation.

The following uses shall be limited to operating between the hours of 7:00a.m. to 7:00p.m., daily:

- A. Sales, level 1;
- B. Restaurant 1;
- C. Boat construction;
- D. Clubs.

Section 5. Section 17.72.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.72.030 Number of off-street parking spaces.

The following is the number of off-street parking spaces required for each of the uses identified below:

Use	Required Parking
Dwelling, single-family	Two off-street parking spaces per dwelling unit.
Dwelling, duplex	Two off-street parking spaces per dwelling unit.
Dwelling, triplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, fourplex	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Dwelling, multiple-family	One off-street parking space for each studio unit, 1.5 off-street parking spaces for each one bedroom unit, and two off-street parking spaces for units with two or more bedrooms.
Accessory apartment	One off-street parking space per accessory apartment in addition to parking required for primary dwelling unit.
Family day care provider	Two off-street parking spaces.
Home occupation	One off-street parking space in addition to parking required for any other use; two parking spaces shall be required if the occupation requires customers or clients to visit the premises at any time.
Adult family home	Two off-street parking spaces.
Independent living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Assisted living facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Skilled nursing facility	One off-street parking space for every four beds based on maximum capacity as determined by the International Building Code. ¹
Hospital	One off-street parking space for every two beds based on maximum capacity as determined by the International Building Code.
School, primary	One off-street parking space for every five seats in the main auditorium or assembly room.

Use	Required Parking (Continued)
School, secondary	One off-street parking space for every four seats in the main auditorium or assembly room, or three off-street parking spaces for every classroom plus one additional off-street parking space for each staff member or employee, whichever is greater.
School, higher educational	One off street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
School, vocational/trade	One off street parking space for every possible four seats in the classrooms based on maximum capacity as determined by the International Building Code.
Government administrative office	One off-street parking space for every 300 square feet of floor area.
Public/private services	For libraries: One off-street parking space for every 1,000 square feet of floor area; For police stations and fire stations: one off-street parking space for every 300 square feet of floor area; For maintenance and storage facilities: one off-street parking space for every 500 square feet of floor area.
Religious worship, house of	One off-street parking space for every four fixed seats in the facility's largest assembly area. For a fixed seat configuration consisting of pews or benches, the seating capacity shall be computed upon not less than 18 linear inches of pew or bench length per seat. For a flexible configuration consisting of moveable chairs, each seven square feet of the floor area to be occupied by such chairs shall be considered as a seat.
Museum	One off-street parking space for every 1,000 square feet of floor area.
Community recreation hall	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Yacht club	One off-street parking space for every two beds plus one space for each four persons of the building's maximum seating capacity as determined by the International Building Code.
Clubs and lodges	One off-street parking space for every two beds plus one space for each four persons of the building's maximum seating capacity as determined by the International Building Code.
Parks	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Essential public facilities	Parking required as per underlying use.
Utilities	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the use proposed.
Lodging, level 1	One and one-quarter off-street parking space for each room to rent in addition to two off-street parking spaces for the single-family residence.
Lodging, level 2	One and one-quarter off-street parking space for each room to rent.
Lodging, level 3	One and one-quarter off-street parking space for each room to rent.
Personal services	One off-street parking space for every 300 square feet of floor area.
Product services, level 1	One off-street parking space for every 300 square feet of floor area.
Product services, level 2	One off-street parking space for every 400 square feet of floor area, except for auto repair. For auto repair, four off-street parking spaces for each service bay.
Professional services	One off-street parking space for every 300 square feet of floor area except for medical and dental offices. For medical and dental offices, one off-street parking space for every 250 square feet of floor area.

Use	Required Parking (Continued)
Sales, level 1	One off-street parking space for every 300 square feet of floor area.
Sales, level 2	One off-street parking space for every 400 square feet of floor area.
Sales, level 3	One off-street parking space for every 400 square feet of floor area.
Ancillary sales	One off-street parking space for every 300 square feet of floor area.
Commercial child care	One off-street parking space for every 5 possible seats in the main auditorium or assembly rooms.
Commercial recreation, indoor	One off-street parking space for every possible four seats in the auditoriums and assembly rooms based on maximum capacity as determined by the International Building Code; for bowling alleys, five off-street parking spaces for each alley.
Commercial recreation, outdoor	Director shall determine the standards to be applied for parking using as a guide the uses listed in this section that most closely resemble the uses proposed.
Commercial entertainment	One off-street parking space for every possible four seats in the auditorium(s) and assembly room(s) based on maximum capacity as determined by the International Building Code.
Automotive fuel-dispensing facility	One off-street parking space for every two fuel pumps, if service bays are not provided. If service bays are provided, four off-street parking spaces for each service bay.
Vehicle wash	Two off-street parking spaces per service bay plus one space for every two employees. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the vehicle wash shall be provided near the entrance to the wash bay(s). One car length within the stacking lane shall be equal to the length of a standard parking space.
Commercial parking lot	None required
Animal clinic	One off-street parking space for every 250 square feet of floor area.
Kennel	One off-street parking space for every 300 square feet of floor area.
Adult entertainment facility	Parking required as per underlying use.
Restaurant 1	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Restaurant 2	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Restaurant 3	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Tavern	One off-street parking space for every three seats based on maximum capacity as determined by the International Building Code.
Drive-through facility	One off-street space for every two employees assigned to the drive-through service area. In addition, a stacking lane or lanes capable of accommodating a minimum of 10 percent of the projected maximum hourly throughput of vehicles for the drive-through facility shall be provided near the drive-through service area. One car length within the stacking lane shall be equal to the length of a standard parking space.
Marina	For moorages/slips less than 45 feet, one off-street parking space for every two berths; for moorages/slips 45 feet or longer, one space for every berth. All moorage facilities shall provide a minimum of two parking spaces. If a commercial or residential development is to be combined with a watercraft usage requiring parking, the usage which generates the larger number of spaces shall satisfy the requirements of the other usage. ²

Use	Required Parking (Continued)
Marine sales and service	One off-street parking space for every 300 square feet of floor area except for boat sales and repair. For boat sales and repair, one off-street parking space for every 400 square feet of floor area.
Marine boat sales, level 1	One off-street parking space for every 300 square feet of floor area.
Marine boat sales, level 2	One off-street parking space for every 400 square feet of floor area.
Ministorage	One off-street parking space for every 500 square feet of floor area.
Industrial, level 1	One off-street parking space for every 500 square feet of floor area.
Industrial, level 2	One off-street parking space for every 500 square feet of floor area, except for moving companies and distribution facilities. For moving companies and distribution facilities, one off-street parking space for each vehicle in use, at any time, in the conduct of business.
Marine industrial	One off-street parking space for every 500 square feet of floor area.
Wireless communication facility	None Required
Accessory uses and structures	Parking required as per underlying use.
For any other use not specifically mentioned or provided for, the director shall determine the standards to be applied for parking using as a guide the uses listed above that most closely resemble the uses proposed.	

¹ If the facility or home is used exclusively for the housing of the elderly, disabled or handicapped, the decisionmaker may allow a portion of the area required for off-street parking to be reserved as a landscaped area if the decisionmaker finds that the required off-street parking is not immediately required and is in the best interest of the neighborhood.

² See GHMC 17.48.070 for additional requirements for parking and loading facilities in the WM district.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK
SUBJECT: SECOND READING OF ORDINANCE AMENDING GHMC 1.20
OFFICIAL NEWSPAPER
DATE: JANUARY 8, 2007

INFORMATION/BACKGROUND

The current Gig Harbor Municipal Code, Chapter 1.20.100 designates *The Peninsula Gateway* as the city's official newspaper until a different newspaper is designated per Chapter 1.20.020, the annual bid. The attached draft ordinance revises the code to remove the specific reference to *The Peninsula Gateway* and allows for the official newspaper to be designated by resolution on an as-needed basis.

This amendment will allow Council to consider choosing a publication that will facilitate the need for more frequent legal noticing. Delays in public hearings have resulted because of the current designation of a weekly publication. Clients may be better served if we can place legal notices on a daily basis.

This amendment would also allow the designated publication to serve as the official newspaper until it is deemed necessary to change rather than requiring a yearly bid process. The qualifications and cost will be revisited bi-annually to assure that the publication continues to meet the RCW requirements and that the costs remain competitive.

FISCAL CONSIDERATION

Two bids for the Official have been received and will be considered in a separate agenda item.

RECOMMENDATION

Staff recommends a motion to adopt the attached ordinance amending GHMC Chapter 1.20 Official Newspaper, at its second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S OFFICIAL NEWSPAPER TO ELIMINATE THE DESIGNATION OF THE OFFICIAL NEWSPAPER AND COMPETITIVE BIDDING REQUIREMENT FOR SUCH NEWSPAPER AND TO AMEND GHMC 1.20.010 TO ESTABLISH A PROCEDURE FOR SAME, REPEALING GHMC 1.20.020.

WHEREAS, the current code specifically designates *The Peninsula Gateway* as the city's official newspaper; and

WHEREAS, the code also requires that the city clerk call an annual bid to set forth the costs per word; and

WHEREAS, Code Cities like Gig Harbor are required to designate an official newspaper per RCW 35A.65.020; and

WHEREAS, RCW 35A. 65.020 requires that legal publications have the qualifications identified; and

WHEREAS, this amendment to remove the designation of *The Peninsula Gateway* as the city's official newspaper will still allow a competitive bid process; and

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

Section 1. Section 1.20.010 of the City of Gig Harbor Municipal Code is hereby amended to read as follows:

1.20.010 Designated.

The city shall designate the official newspaper by Resolution after the consideration of competitive bids. The designation shall be revisited on a bi-annual basis to determine whether the designated newspaper maintains the qualifications required by RCW 35A.65.020 and Chapter 65.16. RCW and maintains competitive costs. The designation of the

~~Peninsula Gateway is ratified and said designation shall continue to be effective until a different newspaper shall be designated pursuant to GHMC 1.20.020. (Ord. 167 § 1, 1973).~~

Section 2. Section 1.20.020 of the Gig Harbor Municipal Code is hereby repealed.

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

PASSED by the Council of the City of Gig Harbor, this ____ day of January, 2007.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 01/03/06
PASSED BY THE CITY COUNCIL:
DATE PUBLISHED:
DATE EFFECTIVE:



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE RELATING TO ANNEXATION
AND ZONING - SHAFER (ANX 06-1302)
DATE: JANUARY 22, 2007

INFORMATION/BACKGROUND

The City received a complete Notice of Intention to Commence Annexation Proceedings for a proposal to annex approximately 0.31 acres of property located at the corner of Soundview Drive and 61st Street Court NW adjacent to the existing City limits and within the City's Urban Growth Area (UGA). At the August 14, 2006 meeting, the City Council accepted the notice of intention and authorized the circulation of an annexation petition (Payne/Franich, 6-0-0)

The City received the petition for annexation on August 17, 2006, which was subsequently certified by the Pierce County Office of the Assessor-Treasurer on August 23, 2006 as being legally sufficient.

At the conclusion of a public hearing on October 23, 2006, the Council passed Resolution No. 688 accepting the annexation petition and referred the annexation to the Pierce County Boundary Review Board for consideration. The Boundary Review Board deemed the annexation approved on January 2, 2007.

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

POLICY CONSIDERATIONS

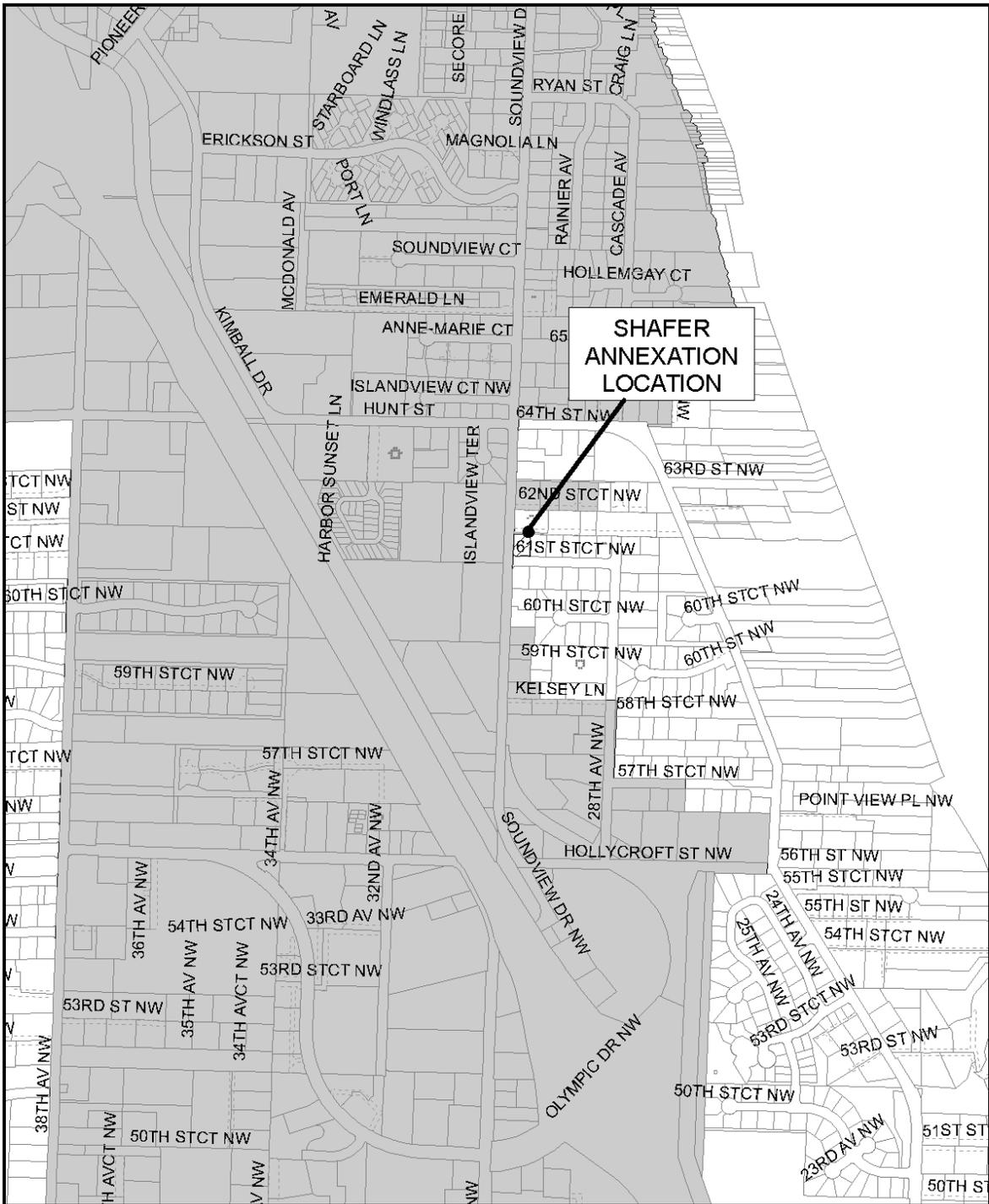
None.

FISCAL IMPACT

None.

RECOMMENDATION

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



SHAFER ANNEXATION (ANX-06-1302)
VICINITY MAP



Pierce County

Boundary Review Board

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

RECEIVED
CITY OF GIG HARBOR

JAN 05 2007

COMMUNITY
DEVELOPMENT

January 2, 2007

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

Re: Proposed Annexation to City of Gig Harbor – Shafer, A-06-8

Dear Mr. Vodopich:

The forty-five (45) day period has elapsed since the Notice of Intention was officially filed with the Pierce County Boundary Review Board on October 25, 2006, and the Board's jurisdiction has not been invoked.

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

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

Sincerely,

Toni Fairbanks
Chief Clerk

Enclosure

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Printed on recycled paper

**CITY OF GIG HARBOR
ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY 0.31 ACRES OF PROPERTY LOCATED AT THE CORNER OF SOUNDVIEW DRIVE AND 61ST STREET COURT NW (ANX 06-1302), ADOPTING SINGLE-FAMILY RESIDENTIAL (R-1) ZONING, IMPOSITION OF THE HEIGHT RESTRICTION STANDARDS (GHMC 17.62), AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.

WHEREAS, the City of Gig Harbor received a Notice of Intent to Annex approximately 0.31 acres of property located at the corner of Soundview Drive and 61st Street Court NW, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

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

WHEREAS, on August 14, 2006, the City Council met with the initiators of the petition and voted (Payne/Franich, 6-0-0) to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning, requiring that the property be subject to the Height Restriction Area standards (GHMC 17.62), and requiring that the property owners assume all of the existing indebtedness of the area being annexed; and

WHEREAS, on August 17, 2006, the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B was received by the City; and

WHEREAS, on August 23, 2006, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B; and

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

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

WHEREAS, the proposed pre-annexation zoning of Single-Family Residential (R-1) being applied to the property described in Exhibit A and graphically depicted on Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation of Residential Low; and

WHEREAS, on October 23, 2006, the City Council, following a public hearing on the annexation petition, voted (Young/Conan, 6-0-0) to declare its intent to authorize and approve the annexation and the proposed pre-annexation Single-Family Residential (R-1) zoning for the area described in Exhibit A and graphically depicted on Exhibit B, subject to Boundary Review Board approval (Resolution No. 688); and

WHEREAS, on October 24, 2006, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on October 27, 2006, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing

date as October 25, 2006, initiated the forty-five (45) day review period, and noted that the period during which jurisdiction could be invoked would expire on December 11, 2006; and

WHEREAS, on January 2, 2007, the Pierce County Boundary Review Board issued a written decision approving the annexation of the property as described in Exhibit A and graphically depicted in Exhibit B; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting's of January 22 and February 12, 2007; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately 0.31 acres of property located at the corner of Soundview Drive and 61st Street Court NW, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately 0.31 acres of property located at the corner of Soundview Drive and 61st Street Court NW, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation;

- B. All property within the area described in Exhibit A and graphically depicted on Exhibit B shall be zoned as Single-Family Residential (R-1), in accordance with the Gig Harbor Municipal Code, Title 17; and
- C. All property within the area described in Exhibit A and graphically depicted on Exhibit B shall be subject to the Height Restriction Area standards (GHMC 17.62)

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

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

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor
this _____ day of _____ 2007.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

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

**Exhibit A
SHAFAER ANNEXATION (ANX 06-1302)
LEGAL DESCRIPTION**

Legal Description - Shafer ANX 06-1302

RECEIVED
CITY OF GIG HARBOR
AUG 1 / 2006
COMMUNITY
DEVELOPMENT

Shafer Annexation (ANX 06-1302) Legal Description

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

LOT 2 OF BUTLER'S SOUND VIEW TRACT'S;

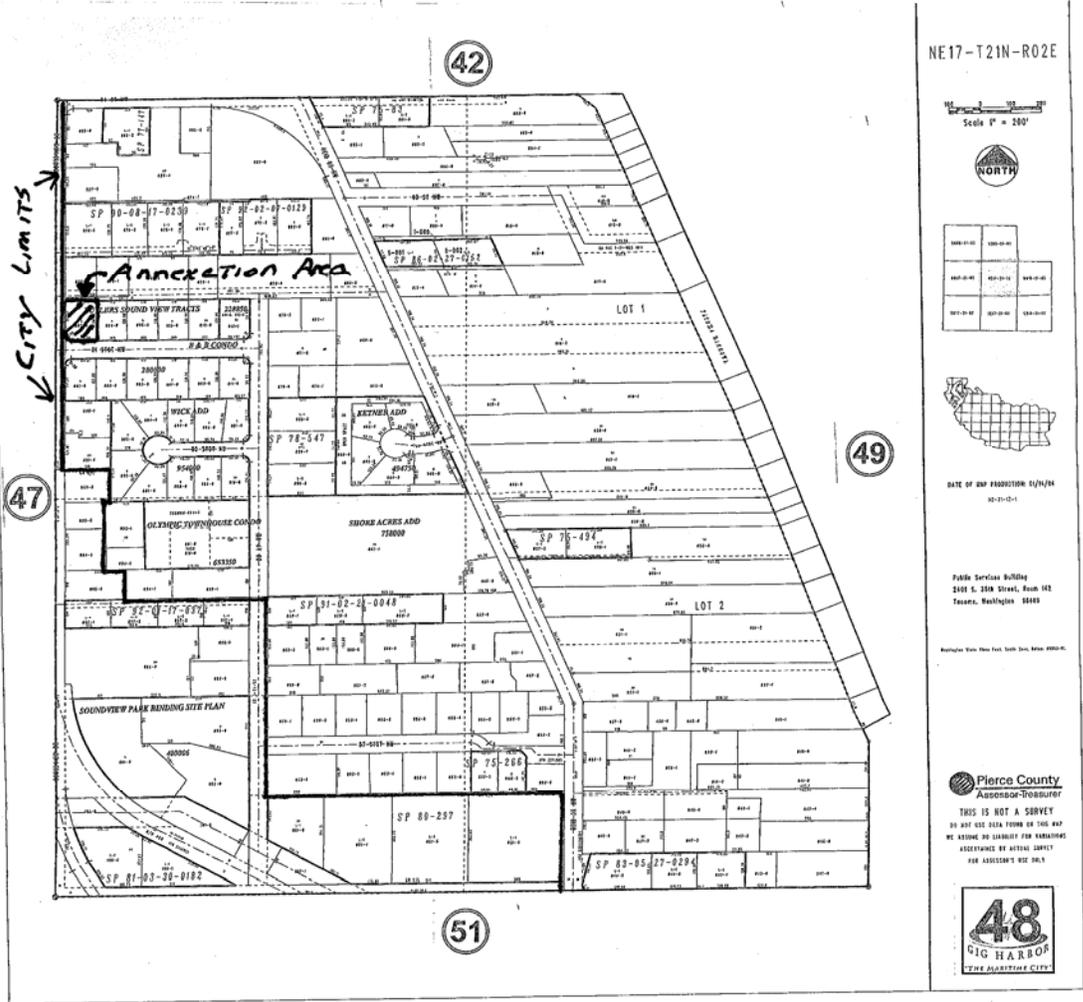
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PIERCE COUNTY PLANNING
& LAND SERVICES

JUN 15 2006

PIERCE COUNTY

Exhibit B SHAFAER ANNEXATION (ANX 06-1302) ANNEXATION AREA MAP



NE17-T21N-R02E

Scale 1" = 200'



2000-01-01	2000-01-01	2000-01-01
2000-01-01	2000-01-01	2000-01-01
2000-01-01	2000-01-01	2000-01-01



DATE OF MAP PRODUCTION 6/14/14

Pierce County Assessor-Treasurer
2400 S. 35th Street, Room 102
Tacoma, Washington 98403

Horizontal Scale: North Arrow: 1/4" = 1000'

Pierce County
Assessor-Treasurer
THIS IS NOT A SURVEY
NO WARRANTY IS MADE FOR THIS MAP
WE ASSUME NO LIABILITY FOR ERRORS
ACCEPTED BY ACTUAL SURVEY
FOR ASSASSOR'S USE ONLY





COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: KRISTIN UNDEM, ASSOCIATE PLANNER
SUBJECT: FIRST READING OF ORDINANCE – DAHL REZONE
REZ 06-1326
DATE: JANUARY 22, 2007

INTRODUCTION/BACKGROUND

The City designated the portion of Gig Harbor in which the subject parcel is located as Commercial/Business in the City's 1997 Comprehensive Plan. This area has maintained this designation through subsequent Comprehensive Plan reviews and is currently shown on the City's Comprehensive Land Use Map as Commercial/Business. The applicant has requested to implement the Downtown Business (DB) designation on the subject site to further the goals and policies of the City's Comprehensive Plan.

A SEPA threshold determination of Nonsignificance (DNS) was issued for the rezone on November 8, 2006. No appeals were filed on the DNS. The Hearing Examiner (HE) held a public hearing on this application on December 13, 2006. The HE approved the application on December 22, 2006. The appeal period for this decision expired on January 10, 2007 and no appeals were filed. Zoning district map amendments are required to be adopted by ordinance to effectuate an official map change; this matter will return to you for second reading at your next meeting.

POLICY CONSIDERATIONS

The City of Gig Harbor Comprehensive Plan Land Use Map designates the site as Commercial/Business. This land use designation anticipates retail sales and services; business and professional offices; and mini-warehousing.

The proposed Downtown Business designation is intended for providing a broad range of goods and services for the citizens of Gig Harbor as well as to promote and enhance services and activities which cater to visitors to the City while maintaining a traditional scale and character of downtown Gig Harbor.

FISCAL IMPACTS

There are no adverse fiscal impacts associated with this rezone.

RECOMMENDATION

This is a first reading only and requires no action.

Dahl Rezone

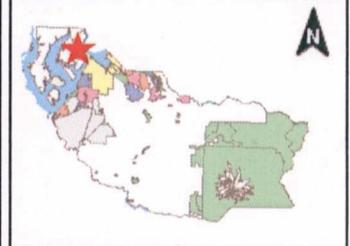
7516 Pioneer Way



Map Legend

- Tax Parcels
- Roads**
- Interstate
- Limited Access State Routes
- Other State Routes
- Ramps
- Major Arterial
- Collector
- Local Access
- Unknown
- Orthos - 2005 - City of Gig Harbor**
- Pierce County Basemap
- Unincorporated County
- Tacoma
- Lakewood Edgewood

Scale 1:1,798



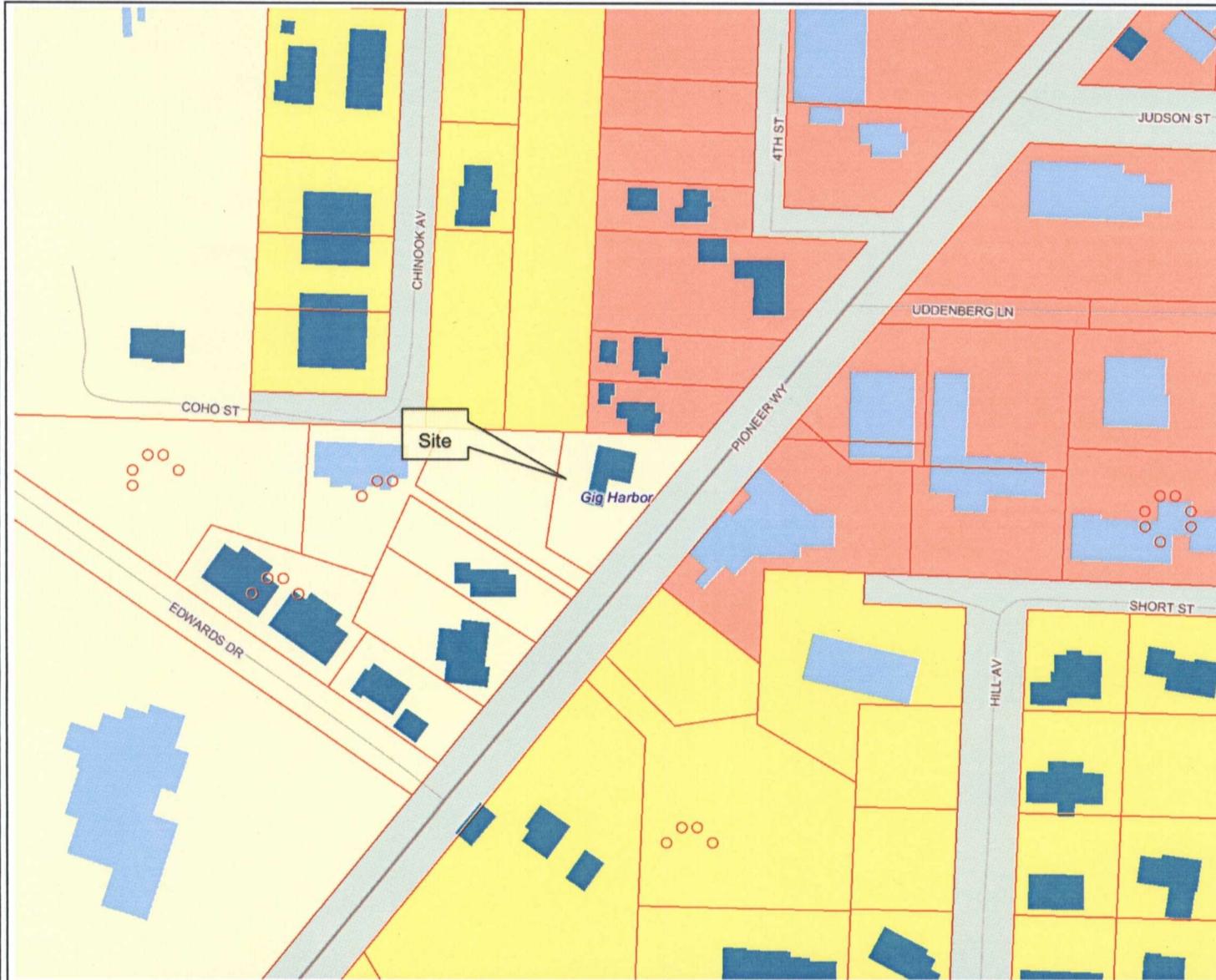
Printed: 1/17/07 11:30 AM



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

Dahl Rezone

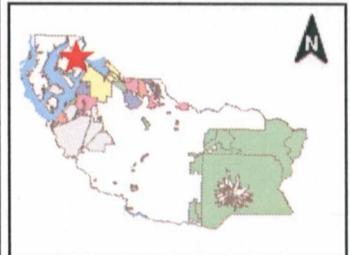
7516 Pioneer Way



Map Legend

-  Tax Parcels
- Roads**
-  Interstate
-  Limited Access State Routes
-  Other State Routes
-  Ramps
-  Major Arterial
-  Collector
-  Local Access
-  Unknown
-  Commercial
-  Residential
- Zoning - Gig Harbor**
-  R-1
-  R-2

Scale 1:1,798



Printed: 1/17/07 11:29 AM



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING .27 ACRES FROM R-1 (SINGLE-FAMILY) ZONING DISTRICT TO A DB (DOWNTOWN BUSINESS) ZONING DISTRICT, LOCATED AT 7516 PIONEER WAY, ASSESSOR'S PARCEL NUMBER 0221082049.

WHEREAS, Donald Dahl, owns the parcel located at 7516 Pioneer Way in Gig Harbor, Washington, ASSESSOR'S PARCEL NUMBER 0221082049; and

WHEREAS, the land use designation in the Comprehensive Plan of the subject parcels is Commercial/Business, and this designation dates back to the City's 1997 Comprehensive Plan; and

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

WHEREAS, the existing commercial/business comprehensive plan land use designation anticipates retail sales and services; business and professional offices; and mini-warehousing uses; and

WHEREAS, Donald Dahl has requested that the property be rezoned from R-1 (single family) to DB (Downtown Business), which allows for the provision of a broad range of goods and services for the citizens of Gig Harbor as well as services and activities which cater to visitors to the City; and

WHEREAS, a SEPA threshold determination of non-significance (DNS) for the proposed rezone was issued on November 8, 2006; and

WHEREAS, the SEPA threshold decision was not appealed; and

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

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

WHEREAS, a public hearing on the proposed rezone was held before the Hearing Examiner on December 13, 2006; and

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

WHEREAS, the appeal period expired on January 10, 2007; and

WHEREAS, zoning district map amendments must be adopted by ordinance to effectuate an official map change as per GHMC 17.100.070 under the provisions of Chapter 1.08 GHMC; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community Development on September 27, 2006 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of January 22, 2007 and February 12, 2007;

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

Section 1. The real property located at 7516 Pioneer Way, Assessor Parcel #0221082049 and as shown on attached Exhibit "A", and legally described as follows:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

BOTH OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, SITUATE IN PIERCE COUNTY, WASHINGTON, FURTHER DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER THENCE NORTH 86°56'29" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 22.55 FEET; THENCE SOUTH 09°30'40" WEST 114.28 FEET; THENCE SOUTH 58°33'42" EAST 51.72 FEET TOT EH NORTHWESTERLY MARGIN OF PIONEER AVENUE; THENCE NORTH 37°46'10" EAST ALONG SAID MARGIN 175.30 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°25'58" WEST ALONG SAID NORTH LINE 110.07 FEET TO THE POINT OF BEGINNING

is hereby rezoned from R-1 (single family) to DB (Downtown Business).

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

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: TOM DOLAN, PLANNING DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE TO EXEMPT NET SHEDS FROM THE MAXIMUM GROSS FLOOR AREA REQUIREMENTS IN THE WATERFRONT RESIDENTIAL, WATERFRONT MILLVILLE AND WATERFRONT COMMERCIAL DISTRICTS. A NEW DEFINITION FOR "HISTORIC NET SHEDS" IS ALSO PROPOSED.
DATE: JANUARY 22, 2007

INFORMATION/BACKGROUND

Attached for the Council's consideration is a draft ordinance relating to the definition of a "Historic Net Shed" together with provisions which would exempt historic net sheds from the maximum gross floor area requirements in the City's waterfront districts. Currently, the square footage of net sheds is included in the overall square footage allowed for structures on sites located within waterfront districts.

On September 25, 2006 the City Council requested that the Planning Commission review the provisions regulating net sheds and consider an amendment which would exempt nets sheds from the maximum gross floor area requirements in the City's waterfront districts. The Council expressed concern that net sheds are an integral part of Gig Harbor and that their demolition to maximize upland development would have a negative impact on the character of the waterfront.

The Planning Commission held work-study sessions to review the proposed draft text amendments at their October 12, November 2, and December 7, 2006 meetings. A public hearing on the proposed amendments was held on December 18, 2006. After considering the public testimony, the Planning Commission voted 3 – 2 to recommend approval of the draft ordinance to the City Council.

POLICY CONSIDERATIONS

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

A. Gig Harbor Municipal Code:

Maximum Gross Floor Area in “WR” Waterfront Residential, “WM” Waterfront Millville and “WC” Waterfront Commercial Districts:

“WR” -- 4,000 square feet

“WM” -- 3,500 square feet

“WC” -- 6,000 square feet

Goal 3.10 of the Community Design Element of the City of Gig Harbor’s Comprehensive Plan states that the waterfront architecture should reflect components of the waterfront’s traditional fishing industry structures such as net sheds.

The City’s Master Shoreline Program recognizes the importance of preserving the physical, aesthetic and social components which comprise the fishing industry and its fleet.

Staff/Planning Commission Analysis: Research conducted by the Community Development staff found that there are at least 17 structures within the City of Gig Harbor that were originally constructed as net sheds. Some of the net sheds have been converted to different uses or have been substantially remodeled.

It was indicated to the Planning Commission that the proposed text amendment was specifically requested by the City Council with the intent to preserve net sheds. The Planning Commission noted that many of the existing net sheds don’t actually store fishing nets or other fishing equipment.

Another item of discussion was whether to allow all waterfront properties to have the proposed exemption and to allow the exemption for new over water construction. The Commission decided to limit the exemption to structures that would meet the newly created definition of Historic Net Shed.

As part of the Commission’s review, a PowerPoint presentation was shown to the Commission. The presentation included photographs of each of the known net sheds together with information from the Pierce Count Assessor’s office concerning size of the structures and date of construction.

In that adopting the proposed gross square footage exemption was requested by the City Council to preserve the historic look of the waterfront, considerable discussion occurred as to how the historic nature of the net sheds could be preserved. The ordinance to be considered by the Commission requires that in order to be given the proposed exemption, net sheds would be required to receive an historic designation by the Design Review Board. This designation would require that the structures maintain the historic building appearance. If the

structures were remodeled in a manner not in keeping with their historic designation, the exemption would be lost.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on December 6, 2006 for this non-project GMA action as per WAC 197-11-340(2). The appeal period ended on January 3, 2007 and no appeals were filed. The DNS is now final.

FISCAL IMPACTS

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

RECOMMENDATION

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

DRAFT ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE MAXIMUM PERMITTED GROSS FLOOR AREA FOR PARCELS OF LAND WITHIN THE WATERFRONT RESIDENTIAL (WR), WATERFRONT MILLVILLE (WM) AND WATERFRONT COMMERCIAL (WC) BY EXEMPTING THE SQUARE FOOTAGE OF EXISTING HISTORIC NET SHEDS ON SAID PARCELS FROM THE GROSS FLOOR AREA ALLOWED; CLARIFYING THE PARKING REQUIREMENTS FOR HISTORIC NET SHEDS WITHIN THE WR, WM AND WC DISTRICTS; ADDING A DEFINITION FOR HISTORIC NET SHED; ADDING SECTION 17.04.615 AND AMENDING SECTIONS 17.46.040, 17.46.070, 17.48.040, 17.48.070, 17.50.040 AND 17.50.070 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, Gig Harbor's connection to the fishing industry dates back to the first settlement of the area; and,

WHEREAS, net sheds have been a necessary part of the Gig Harbor fishing industry and were used to store, maintain and mend fishing nets and other related fishing equipment; and

WHEREAS, the Gig Harbor fishing industry has declined in recent years resulting in a substantial reduction of the number of fishing boats within the harbor and the number of net sheds has experienced a similar reduction; and

WHEREAS, except for the remaining fishing boats within the harbor, net sheds are the only surviving connection between the community and what was once one of the most successful fishing fleets on the west coast; and

WHEREAS, it has been determined that currently only 17 structures originally constructed as net sheds are still in existence within the existing City limits; and

WHEREAS, the 17 net sheds are specifically identified in Exhibit "A" attached herein; and

WHEREAS, all of the existing net sheds were generally constructed over 50 years ago and many retain their historic appearance; and

WHEREAS, several of said net sheds are still being used for the storage and repair of fishing nets and fishing equipment; and

WHEREAS, the City's Master Shoreline Program recognizes the importance of preserving the physical, aesthetic and social components which comprise the fishing industry and its fleet; and

WHEREAS, Goal 3.10 of the Community Design Element of the City of Gig Harbor's Comprehensive Plan states that the waterfront architecture should reflect components of the waterfront's traditional fishing industry structures such as net sheds; and

WHEREAS, the maximum square footage limitations on parcels of land within the Waterfront Residential (WR), Waterfront Millville (WM) and Waterfront Commercial (WC) Districts may serve as a disincentive for property owners to maintain existing net sheds on their property; and

WHEREAS, the Gig Harbor Municipal Code currently does not define historic net sheds; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on _____, 2006 pursuant to WAC 197-11-350, which was ____ appealed; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on November 17, 2006 pursuant to RCW 36.70A.106; and

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

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on _____; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the second reading on _____; and

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

Section 1. A new Section 17.04.615 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

Net shed, historic.

"Historic net shed" means an existing building constructed over or near the water for the purpose of storing, mending and maintaining fishing nets and other fishing gear. Said buildings were generally constructed over 50 years ago. In

order to qualify for any exemption from gross floor area in Title 17, a Historic Net Shed must be included and maintained on the City's Register of Historical Properties, pursuant to Chapter 17.97 GHMC.

Section 2. Section 17.46.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.46.040 Development standards.

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-Family Dwelling	Duplex Dwelling	Non-residential Dwelling
A. Minimum lot area (sq. ft.) ¹	7,000	14,000	12,000
B. Minimum lot width	70'	50'	50'
C. Minimum front yard ²			
D. Minimum side yard ²			
E. Minimum rear yard ²			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	40%	45%	50%
H. Density ³	4 dwelling units per acre		
I. Maximum gross floor area including garages, attached and detached ⁴	4,000 square feet per lot	4,000 square feet per lot	4,000 square feet per lot

¹An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

²The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WR district.

³Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC, Planned residential district.

⁴Historic net sheds as defined in 17.04.615 shall be excluded from the maximum gross floor area requirements above.

Section 3. Section 17.46.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.46.070 Parking and loading facilities.

In a waterfront residential district, parking and loading facilities on private property shall be provided in connection with any permitted or conditional use as specified in accordance with the requirements of Chapter 17.72 GHMC.

Although Historic Net Sheds are excluded from the maximum gross floor area requirements in GHMC 17.46.040, this exclusion shall not affect the calculation of the parking requirements.

Section 4. Section 17.48.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.040 Development standards.

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-Family Dwelling	Attached Up to 4 Units	Nonresidential
A. Minimum lot area (sq. ft.) ¹	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard ²			
D. Minimum side yard ²			
E. Minimum rear yard ²			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density ³	4 dwelling units per acre		
I. Maximum gross floor area including garages, attached and detached ⁴	3,500 square feet per lot	3,500 square feet per lot	3,500 square feet per lot
J. Separation between structures	20'	20'	20'

¹An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

²The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WM district.

³Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC, Planned Residential Development Zone (PRD).

⁴Historic net sheds as defined in 17.04.615 shall be excluded from the maximum gross floor area requirements above.

Section 5. Section 17.48.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.48.070 Parking and loading facilities.

Parking and loading facilities on private property shall be provided in accordance with the requirements of Chapter 17.72 GHMC, except that where there are properties serving multiple uses, parking shall be provided for the combined total of individual uses. Although Historic Net Sheds are excluded from the maximum gross floor area requirements in GHMC 17.48.040, this exclusion shall not affect the calculation of the parking requirements.

Section 6. Section 17.50.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.50.040 Development standards.

In a waterfront commercial district, the minimum development requirements are as follows:

	Single- Family Dwelling	Attached Up to 4 Units	Nonresidential
A. Minimum lot area (sq. ft.) ¹	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard ²			
D. Minimum side yard ²			
E. Minimum rear yard ²			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density	4 dwelling units per acre		
I. Maximum footprint/ gross floor area ⁴	3,000 square feet max. gross floor area per structure	3,000 square feet max. footprint/ 6,000 square feet gross floor area per structure	3,000 square feet max. footprint/ 6,000 square feet gross floor area per structure
J. Separation between structures ³	20'	20'	20'

¹An undersized lot or parcel shall qualify as a building site if such lot is a lot of record at the time this chapter became effective.

²The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WC district.

³Separation between structures is not required upon lots or parcels within the Finholm Market portion of the WC district which contain multiple structures and/or which abut the DB (downtown business) district.

⁴Historic net sheds as defined in 17.04.615 shall be excluded from the maximum gross floor area requirements.

Section 7. Section 17.50.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

17.50.070 Parking and loading facilities.

In a waterfront commercial district, parking and loading facilities on private property shall be provided in accordance with the requirements of Chapter 17.72 GHMC. Although Historic Net Sheds are excluded from the maximum gross floor area requirements in GHMC 17.50.040, this exclusion shall not affect the calculation of the parking requirements.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: _____

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

17 Historic Gig Harbor Net Shed / Dock Sites

1. Blair / Moeller (Gilich)
2. Lovrovich
3. Bujacich
4. Ivanovich
5. Ancich / Tarabochia
6. Rainier Yacht (Ancich)
7. Millville Marina (Condos)
8. Puratich
9. Ellsworth (Stanich)
10. Arabella / Clubhouse
11. Arabella / Isamira's
12. Whittier (Ross)
13. Skansie Park
14. Rickard (Babich)
15. Babich
16. Morris (Skansie)
17. Tarabochia

*** Pierce County Assessor records of Net Shed *size* and *date built* are unreliable.
GIS mapping of roofline square footages (estimates only) & built dates have been added in blue.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E.
CITY ENGINEER
SUBJECT: PUBLIC HEARING - RESOLUTION ACCEPTING A DEVELOPMENT
AGREEMENT FOR STREET IMPROVEMENT MONETARY
CONTRIBUTIONS WITH OLYMPIC DRIVE LAND LLC
DATE: JANUARY 22, 2007

INFORMATION/BACKGROUND

As a condition for the Olympic Mixed Use Development Project (D-0520) located at 5225/5275 Olympic Drive (parcel no. 0221177046), a resolution accepting a Development Agreement by and between The City Of Gig Harbor and Olympic Drive Land LLC for street improvement monetary contributions is required.

The Developer has been required to make a pro rata share contribution toward the cost for intersection improvements and signal installation of 38th Ave. and 56th St. as a condition of SEPA approval.

The amount of the pro rata share is Five Thousand Eight Hundred Ninety Nine and 51/100 Dollars (\$5,899.51).

This Development Agreement has been drafted and approved by Carol Morris, City Attorney. This agreement will be recorded with the property.

POLICY CONSIDERATIONS

None.

FISCAL IMPACT

No funds will be expended for the described agreement. The City shall hold the Developer's payment in a reserve account. The payment may only be expended by the City to fund the transportation improvements.

RECOMMENDATION

I recommend that the Council approve the resolution accepting the Development Agreement for Street Improvement Monetary Contributions for the Olympic Use Development Project.

RESOLUTION NO. xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, AUTHORIZING THE EXECUTION OF A DEVELOPMENT
AGREEMENT WITH OLYMPIC DRIVE LAND LLC.**

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, The Olympic Mixed Use Development Project located on 4.80 acres at 5225/5275 Olympic Drive has been required to make a pro rata share contribution toward the cost for intersection improvements and signal installation of 38th Ave. and 56th Street as a condition of SEPA approval. The mitigation of adverse impacts is a requirement of Modified Mitigated Determination of Nonsignificance (MDNS), SEPA 05-160, dated April 5, 2006. The amount of the pro rata share is Five Thousand Eight Hundred Ninety Nine and 51/100 Dollars (\$5,899.51) and

WHEREAS, on January 22, 2007, the City Council held a public hearing on the Development Agreement during a regular public meeting and voted to approve the Development Agreement attached hereto as Exhibit A; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute the Development Agreement attached hereto as Exhibit A, with the applicant Harbor Estates LLC.

Section 2. The City Council hereby directs the Community Development Director to record the Development Agreement against the Property legally described in Exhibit A to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the City Council this 22nd day of January 2007.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

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

Return Address:
City Clerk
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Please print legibly or type information.

Document Title(s) (Or transaction contained therein): 1. DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF GIG HARBOR AND OLYMPIC DRIVE LAND, LLC , FOR STREET IMPROVEMENT MONETARY CONTRIBUTIONS
Grantor(s) (Last name first, then first name and initials): 1. Olympic Drive Land, LLC
Grantee(s) (Last name first, then first name and initials): 1. City of Gig Harbor
Legal Description (Abbreviated: i.e. lot, block, plat; or section, township, range): 1. See Attachment Exhibit A
Property Tax Parcel No.: 0221177046
Reference Number(s) (Of documents assigned or released):

The Auditor/Recorded will rely on the information provided on this cover sheet. The staff will not read the Document to verify accuracy or completeness of the indexing information provided herein.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND OLYMPIC DRIVE LAND, LLC, FOR
STREET IMPROVEMENT MONETARY CONTRIBUTIONS**

THIS DEVELOPMENT AGREEMENT is made and entered into this ____ day of _____, 2006, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and Olympic Drive Land, LLC, 2727 Hollycroft, Suite 410, Gig Harbor, WA 98335, a limited liability corporation, organized under the laws of the State of Washington, hereinafter the "Developer."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, the Developer has received a permit or approval from the City, and as a condition of such permit/approval, is required to either construct or make monetary contributions toward construction of an identified transportation improvement; and

WHEREAS, the City agrees to accept such monetary contribution; and

WHEREAS, on _____, 2006, the City Council held a public hearing on this Development Agreement, and authorized the Mayor to sign this Development Agreement with the Developer; Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* The Project is the development and use of the Property, consisting of 4.80 acres, located at 5225/5275 Olympic Drive, in the City of Gig Harbor. The mitigation of adverse impacts is a requirement the Modified Mitigated Determination of Nonsignificance (MDNS), SEPA 05-160, dated April 5, 2006.

Section 2. *The Subject Property.* The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. *The Street Improvements.* The Developer has been required to make a pro-rata share contribution toward the cost for intersection improvements and signal installation of 38th Avenue and 56th Street, as a condition of SEPA approval, Exhibit B, attached hereto and incorporated herein by this reference.

Section 4. **Developer's Monetary Contribution to Public Improvement Financing.**

a) The Developer has agreed to satisfy the condition in the permit/approval described above by paying the Developer's pro-rata share of the cost of the construction of the transportation improvements required by mitigation #2 of the MDNS (attached as Exhibit B)

to the City. The amount of the pro rata share is Five Thousand Eight Hundred Ninety Nine and 51/100 Dollars (\$5,899.51). The City agrees to accept such payment towards the construction of the transportation improvements in accordance with this Agreement.

b) The City shall hold the Developer's payment in a reserve account. The payment may only be expended by the City to fund the transportation improvements shown in Exhibit B, attached hereto, or a transportation project which includes the transportation improvements shown in Exhibit B.

c) The City agrees that if the payment is not expended as set forth above within five years after the Effective Date of the Adopting Resolution, any payment not so expended shall be refunded by the City with interest to the Developer. The interest shall be calculated at the rate applied to judgments to the property owners of record at the time of the refund; PROVIDED, HOWEVER, that if the payment is not expended by the City within five years due to delay attributable to the Developer, the payment shall be refunded without interest.

Section 5. Effective Date and Termination. This Agreement shall commence upon the date it is executed by both parties, and shall continue in force for a period of five years or until the street improvement identified in Exhibit B, page 8 of 10 is actually constructed, whichever comes first. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect.

Termination shall not affect any of the Developer's obligations to comply with the terms and conditions of this Agreement, or any applicable zoning code(s) or subdivision map or other land use permits or approvals granted with respect to the Subject Property, any other conditions of the Project, which are specified as continuing after the termination of this Agreement, nor shall it affect the Developer's (or Landowner's) obligations to pay assessments, liens, fees or taxes.

Section 6. Assignment and Assumption. The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement.

Section 7. Amendment to Agreement; Effect of Agreement on Future Actions. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200).

Section 8. Notices. Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as set forth below. Notice to the City shall be to the attention of both the Community Development Director and the City Attorney. Notices to the Developer or any subsequent purchasers of the property described in Exhibit A shall be required to be given by the City only for those purchasers who have given the City written notice of their address for such

notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands, correspondence or refunds.

Section 9. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

Section 10. Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

Exhibit A
Property Legal Description

LOT 4 OF BOUNDARY ADJUSTMENT RECORDED UNDER RECORDING NUMBER 20010418594, IN PIERCE COUNTY, WASHINGTON, EXCEPT THEREFROM THAT PORTION LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT W OF SAID SHORT PLAT: THENCE NORTH 88°45'45" WEST, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 321.18 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE:

THENCE SOUTH 01°18'58" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°45'15" WEST A DISTANCE OF 78.56 FEET TO THE EASTERLY RIGHT OF WAY MARGIN OF OLYMPIC DRIVE NW AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.

Exhibit B

Modified Mitigated Determination of Nonsignificance (MDNS) SEPA 05-160



COMMUNITY DEVELOPMENT DEPARTMENT

Modified Mitigated Determination of Nonsignificance (MDNS) W.A.C. 197-11-355

Environmental Review Application No.: SEPA 05-160

Parcel Number: 0221177046

Action: Conditional Use, Site Plan and Design Review Approval

Proposal: The proposal is for a mixed use development incorporating 10 town house and 50 row house residential units and 23,832 square feet of new retail space. Site has an existing 17,869 square foot medical office building.

Location: 5225/5275 Olympic Drive

Proponent: North Pacific Design Inc., 2727 Hollycroft Street Suite 410, Gig Harbor WA 98335, (253) 858-8204

Lead Agency: City of Gig Harbor

The lead agency for this proposal has determined that the proposed development will not have a probable significant adverse impact on the environment, provided that mitigation is imposed as identified in the following section. No additional mitigation measures will be required under SEPA beyond those stated herein.

~~This Modified MDNS has been issued to remove traffic impact fees which are already required by other applicable development regulations and to clarify required SEPA mitigation based on revised comments from the Engineering Department.~~

INCORPORATION BY REFERENCE:

The following documents contain information, studies and analysis that have been used in the review of this proposal and are hereby incorporated into this threshold determination by reference:

1. Olympic Retail/Condominiums Transportation Impact Analysis, City of Gig Harbor, WA. Prepared for Thair Jorgenson, Rush Construction, Revised December 2005, Prepared by The Heath & Associates Inc.

This document analyzes the impacts of traffic related to the proposed

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Exhibit B

Modified Mitigated Determination of Nonsignificance (MDNS) SEPA 05-160

development.

2. Memo from Jeff Langhelm PE, Associate Engineer, City of Gig Harbor, dated February 24, 2006, addressed to Kristin Moerler, Associate Planner, City of Gig Harbor.

This document provides comments on the Heath & Associates Traffic Study (referenced above) and related traffic impacts to the proposed development, and specifies needed traffic mitigation.

3. Memo from Jeff Langhelm PE, Associate Engineer, City of Gig Harbor, dated April 5, 2006, addressed to Kristin Moerler, Associate Planner, City of Gig Harbor.

This document provides revised comments on the Heath & Associates Traffic Study (referenced above) and related traffic impacts to the proposed development, and specifies needed traffic mitigation.

MITIGATION OF ADVERSE IMPACTS

In addition to compliance with adopted development standards, required mitigation will include the following:

The intent of the environmental review is to identify, evaluate, and require or implement, where required by the State Environmental Policy Act (SEPA) reasonable alternatives that would mitigate adverse effects of proposed development on the environment if compliance with the City of Gig Harbor Public Works Standards cannot fully mitigate the impacts.

Off-site environmental impacts were evaluated by the City of Gig Harbor. Evaluations of impacts were not received from Pierce County or Washington State Department of Transportation (WSDOT). Based on the referenced project documents, City staff is recommending the following conditions to mitigate significant off-site environmental impacts from the proposed development:

1. **Mitigation:** As mitigation for the Olympic Mixed Use Development, the City of Gig Harbor is conditioning SEPA approval for the Olympic Mixed Use Development and the Gig Harbor Retirement Residence on both applicants working collaboratively to design and construct intersection and traffic signal improvements at the intersection of Olympic Drive and 50th Street Court. Colson & Colson Construction Company is currently requesting approval for the Gig Harbor Retirement Residence located off 50th Street Court west of Olympic Drive. These improvements shall be in accordance with the City of Gig Harbor Public Works Standards and the approved final City construction drawings for the 56th Street NW and Olympic Drive NW Street Improvement Project (CSP 0133). These improvements include, but are not limited to, the complete signalization system, all cement concrete crosswalks and curb, gutter sidewalk, and ramps,

Exhibit B

Modified Mitigated Determination of Nonsignificance (MDNS) SEPA 05-160

and roadway repair proposed at the intersection. The drawings shall be reviewed and approved by the City of Gig Harbor prior to beginning construction. These improvements shall be completed prior to the City of Gig Harbor issuing the certificate of building occupancy.

The applicant shall be required to post a construction bond in the amount of 125% of the estimated construction costs for the intersection and traffic signal improvements at 50th Street Court and Olympic Drive. This bond shall be posted prior to final civil review and plan approval by the City.

2. **Mitigation:** The applicant shall be required to pay a pro-rata share of the cost for intersection improvements and signal installation at the intersection of 38th Avenue and 56th Street. The estimated cost for the intersection improvements and signal installation is \$246,160. The applicant's pro-rata share shall be \$5,899.51 and paid to the City of Gig Harbor prior to final civil review and plan approval by the City. A "Development Agreement for Street Improvement Monetary Contributions" provided on City forms shall be executed by the applicant prior to payment of the pro-rata share.

The City of Gig Harbor SEPA Responsible Official has determined that all environmental impacts associated with this proposal can be mitigated under existing City development standards and under the additional mitigation measures outlined herein. An environmental impact statement (EIS) is not required under RCW 43.21C.030 (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- This MDNS is issued under WAC 197-11-355. The lead agency will not act on this proposal for at least 14 days from the date below, or by the date comments are due, which ever is longer. Comments must be submitted by April 5, 2006.

Any interested person may appeal the adequacy of this final threshold determination to the City of Gig Harbor Hearing Examiner pursuant to the procedures set forth under Title 18.04 of the Gig Harbor Municipal Code if a written request for appeal is received by **April 19, 2006**. The written appeal must be submitted with a filing fee of one hundred dollars (\$150).

SEPA Responsible Official: John Vodopich AICP
Position Title: Community Development Director Phone: 851-6170

Address: City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA. 98335

Signature _____



Date: _____

4/5/06



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: INTERAGENCY AGREEMENT FOR SURVEY REIMBURSABLE WORK
WITH PIERCE COUNTY
DATE: JANUARY 22, 2007

INTRODUCTION/BACKGROUND

The City has been and is in the process of negotiating the right-of-way transfer from Pierce County to the City for our two recently constructed roundabouts at 36th Street NW/Point Fosdick Drive and Borgen Boulevard and Peacock Hill Avenue. Currently portions of the roundabouts remain within the County limits.

As part of the right-of-way transfer, survey work is required to provide the necessary draft legal descriptions for the roundabouts. The survey will adjust the joint municipal boundaries belonging to the City of Gig Harbor and Pierce County from certain roadway centerlines to the edges of the new rights-of-way that were created for the constructed roundabouts.

The Pierce County Survey Department was contacted to provide their survey services at an estimated cost not to exceed Seven Thousand Three Hundred Fifty Dollars (\$7,350.00). This service will require an Interagency Agreement between the City of Gig Harbor and Pierce County (RCW 39.34.080). It is anticipated that the work will be completed within four weeks after contract award.

The Interagency Agreement has been reviewed and approved as to form by Carol Morris, City Attorney. Three copies of the agreement are required to be signed by the Mayor.

FISCAL CONSIDERATIONS

Sufficient funds exist within the 2007 Street Operating Budget to fund this necessary work.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for the Interagency Agreement between the City of Gig Harbor and Pierce County for the amount of Seven Thousand Three Hundred Fifty Dollars (\$7,350.00).

REQUEST AND AGREEMENT FOR REIMBURSABLE WORK
BY PUBLIC WORKS DEPARTMENT
INTERAGENCY AGREEMENT - RCW 39.34.080

To the Pierce County Public Works Director/County Engineer:

The undersigned public agency requests that the following described work be performed. It is agreed that this work will be done at the convenience of the Public Works Department and that the undersigned agency or department will reimburse Pierce County for all costs incurred. The undersigned agency certifies that it is authorized by law to perform the governmental work or service specified below and is authorized to enter into this contract.

Description of work or services requested:

Draft legal descriptions (in the vicinity of the 36th St. NW/Pt. Fosdick Drive NW and Borgen Blvd/Peacock Hill Av NW Roundabouts) for the purpose of adjustment of the joint municipal boundaries to move the boundary from certain roadway centerlines to the edges of rights-of-way. Scope of work includes necessary field surveying services to locate existing improvements.

Desired Completion Date: As Soon as possible

Estimated Cost: \$ 7,350.00

Verified by _____ in the Pierce County Public Works Department.

Each party to this agreement shall save the other harmless from any loss or damage to the property of the other or from claim of third parties caused by any acts or omissions, negligence of said party, its elected or appointed officials, its agents or employees relating to the work proposed in this agreement to the fullest extent allowed by law.

Prior to commencement of work by the County, the agency or department shall secure and maintain Bodily Injury and Property Damage Liability insurance subject to County approval as is customarily maintained with respect to the work to be performed under this Agreement.

At no cost to the County, Pierce County is a named insured as respects this Agreement on the required liability insurance policy.

The undersigned certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and agrees to make payment to the Pierce County Road Fund as follows:

The undersigned further certifies that quotations or bids for performing the requested services or work have not been solicited from any other public agency nor from any private individual, company or corporation.

Agency or Department _____ Date _____
Address: _____

Signed: _____
Title: _____

Approved as to insurance requirements _____
Pierce County Risk Management & Insurance Department

To the Pierce County Executive: _____ Date: _____
I have examined the above request and made the following recommendations:

Budget & Finance _____ Public Works Director/County Engineer

Action of the Pierce County Executive: _____ Date: _____

_____ The Engineer's recommendation is hereby approved.
_____ The Engineer's recommendation is disapproved or modified as follows:

Approved as to Form: _____ Pierce County Executive

Deputy Prosecuting Attorney

_____ Agency or Department hereby agrees to the modifications specified above.

Signed: _____ Date: _____
Title: _____



ADMINISTRATION

TO: GIG HARBOR MAYOR AND CITY COUNCIL
FROM: CAROL MORRIS, CITY ATTORNEY
RE: CITY OF GIG HARBOR v. TANGODOE, et al.
DATE: January 17, 2006

BACKGROUND INFORMATION

On April 21, 2005, Tangodoe submitted applications for three variances, site plan review, shoreline substantial development permit and a conditional use permit to the City for the proposed Madison Shores development. The City Hearing Examiner denied the conditional use permit but approved the other applications on March 28, 2006.

The City Council appealed the Examiner's approval of the building size variance to the Superior Court. The Court affirmed the Examiner's decision without any explanation or comment.

The City appealed the Superior Court's decision to the Court of Appeals. Since that time, the parties (through their attorneys) have discussed a settlement that would end further litigation.

PROPOSED ACTION

Attached is a Settlement Agreement that would dismiss the City's appeal without any admission of liability by either party. The Settlement Agreement provides that the appeal be dismissed with prejudice (meaning that it cannot be refiled), and without any cost or attorney's fees. In addition, the Agreement prohibits any party from filing any damage claims against the other, arising from the City's appeal.

RECOMMENDATION

If the City Council desires to dismiss the appeal under the terms set forth in the Settlement Agreement, it should authorize the Mayor to sign the attached Settlement Agreement. It should also authorize the City Attorney to sign the Stipulation and Order of Dismissal, and to enter it into the court files.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Tangodoe Investment Properties, a Washington limited liability company ("Tangodoe"), Madison Shores Marina, LLC, a Washington limited liability company and the City of Gig Harbor, a Washington municipal corporation ("City").

BACKGROUND

A. Madison Shores Marina, LLC owns real property in Gig Harbor, Washington which has the common address of 3003 Harborview Drive, Gig Harbor, Washington, and which is legally described as follows:

A portion of the Northwest Quarter of the Northeast Quarter of Section 8, Township 21 North, Range 2 East, W.M. in Pierce County, Washington further described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of said Section; thence North 00°21' West 137.8 feet; thence North 89°25' West 37.08 feet to the True Point of Beginning; thence North 37°34' East 96.05 feet; thence North 58°45' East 50.23 feet to the Meander Line; thence North 58°00' West 81.20 feet; thence South 32°00' West 170.42 feet; thence South 89°25' East 57.50 feet to the True Point of Beginning.

Together with Tidelands Abutting the Property

Subject to and together with Easements, Conditions and/or Restrictions of Record.

(Hereinafter the "Property"). Madison Shores Marina, LLC does business as Tangodoe.

B. On April 21, 2005, Tangodoe submitted applications for three variances, site plan review, shoreline substantial development permit and a conditional use permit to the City of Gig Harbor, which applications were determined by the City to be complete on November 3, 2005. The variances were to vary from the City's requirements for building size, side yard setback and height.

C. The City, through its Hearing Examiner, denied the conditional use permit and approved the other applications on March 28, 2006.

D. The City of Gig Harbor appealed the Hearing Examiner's approval of the building size variance to the Pierce County Superior Court under the Land Use Petition Act ("LUPA"), chapter 36.70C RCW under Pierce County Superior Court cause number 06-2-06974-4. The City did not appeal the Hearing Examiner's approval of the shoreline substantial development permit, site plan, site yard set back variance and height variance. Accordingly, only the appealed building size variance is pertinent to this Agreement.

E. After consideration of this LUPA appeal, the Pierce County Superior Court affirmed the Examiner's Decision.

F. The City of Gig Harbor appealed the Superior Court's decision in Court of Appeals, Div. II, No. 35356-3.

G. Tangodoe and the City wish to enter this Settlement Agreement for the purpose of amicably settling this dispute and avoiding further expense, inconvenience and uncertainties associated with continued litigation.

AGREEMENT

FOR VALUABLE CONSIDERATION and in further consideration of the mutual covenants contained in this Settlement Agreement, the parties agree as follows:

1. **Termination of Litigation.** The City of Gig Harbor agrees to dismiss the pending appeal in the Court of Appeals, Division II, No. 35356-3, with prejudice, as set forth in the attached Stipulation and Order of Dismissal with Prejudice, attached hereto as Exhibit A, which shall be filed with the Court of Appeals. A copy of this Settlement Agreement shall be an attachment to the Stipulation and Order of Dismissal.

2. **Tangodoe May Proceed Under Approvals Granted by Hearing Examiner.** The parties agree that the effect of the execution and filing of the Stipulation and Order of Dismissal, together with the execution of this Agreement, shall allow Madison Shores Marina, LLC, Tangodoe or successors in interest to the Property to construct a structure on the Property, as allowed under the approvals granted by the Hearing Examiner on March 26, 2006.

3. **No Admission of Liability.** The parties agree the settlement contained in this Settlement Agreement is the compromise of disputed claims and the execution and performance of this Agreement shall not constitute an admission of wrongdoing or liability on the part of any party. The parties acknowledge settlement is often a preferable and more economical way of settling disputes than protracted litigation, and have agreed to settle for that reason. Neither party's actions in settlement of this litigation shall be used against either Party in this or any future matter. The actions of the City in settling this litigation shall not be precedent for any future matter.

4. **Release.** Upon execution of this Agreement, the parties shall and hereby do, mutually release, acquit and forever discharge one another from any and all claims, demands, controversies or suits of any kind or nature whatsoever, whether known or unknown, asserted or not asserted, foreseen or unforeseen, whether past, present or future, pertaining to or arising from the City's appeal of the Hearing Examiner's decision, Pierce County Superior Court Cause No. 06-2-06974-4 and

Court of Appeals No. 35356-3. *Gig Harbor v. Tangodoe Investment Properties, LLC*, including, but not limited to any and all claims for damages or attorneys fees under 42 U.S.C. Section 1983 or 42 U.S.C. Section 1988.

5. **Representation by Counsel.** The parties acknowledge that each of them has been represented by counsel in the negotiation and preparation of this Settlement Agreement. The parties further acknowledge that they have participated equally in negotiating the terms of this Settlement Agreement, and the parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Settlement Agreement.

6. **Agreement Not Enforceable by Third Parties.** This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party. The rights and obligations created under this Agreement extend only to the City, Tangodoe, Madison Shores Marina, LLC and/or successors in interests in the Property.

7. **Representations.** The Parties acknowledge that no other person or entity, nor any agent or attorney of any person or entity, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Agreement concerning the subject matter hereof, to induce the Parties to execute this Agreement. The Parties further acknowledge that they have not executed this Agreement in reliance on any such promise, representation, or warranty not contained herein.

8. **Authority to Execute.** Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity, represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the entity or Party for which he or she is signing.

9. **Voluntary Execution.** In executing this Agreement, the Parties acknowledge that they have consulted with their duly licensed and competent attorneys, and that they have executed this Agreement after independent investigation, voluntarily and without fraud, duress or undue influence, and they exclusively consent that this Agreement be given full force and effect according to each and every one of its express terms and provisions.

10. **Governing Law; Binding Effect.** This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Washington. This Settlement Agreement shall be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, as well as all persons now or hereafter holding or having any or part of the interest of a Party to this Agreement

11. **Attorneys' Fees.** In any action between the Parties to this Agreement to enforce any of its terms or the terms of any other agreement relating to or arising out of or pertaining to this Agreement, the prevailing Party shall be entitled to recover expenses, including reasonable attorneys' fees and costs.

12. **Counterpart; Facsimile Execution.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Settlement Agreement. A counterpart may be delivered to any other party by facsimile. Any party delivering a counterpart by facsimile shall also sign and deliver an original counterpart to the other parties.

13. **Entire Agreement; Amendment.** This Settlement Agreement represents the entire agreement between the parties relating to the settlement of the Lawsuit. This Settlement Agreement may be amended only by a written instrument signed by the duly authorized representatives of all other parties hereto.

14. **Interpretation.** This Agreement was drafted by negotiation by counsel for the parties, and there shall not be a presumption or construction against either party. Any titles or captions of paragraphs contained in this Agreement are for convenience and reference only.

15. **Severability.** If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Agreement.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT, KNOW THE CONTENTS THEREOF, HAVE CONSULTED WITH AN ATTORNEY REGARDING ITS MEANING, ACKNOWLEDGE THAT ITS TERMS ARE CONTRACTUAL AND NOT MERE RECITALS, ACKNOWLEDGE THAT EACH HAS SIGNED OF HIS OR HER OWN FREE ACT, AND ACKNOWLEDGE THAT THEY FULLY UNDERSTAND THIS AGREEMENT.

Tangodoe Investment Properties, LLC

Dated: 1-12-, 2007



By Tim Sullivan

Its President

Madison Shores Marina, LLC

Dated: 1-12-, 2007



By Tim Sullivan

Its Managing Member

City of Gig Harbor

Dated: _____, 2007

By _____
Its _____

ATTEST:

City Clerk, Molly Towslee

APPROVED AS TO FORM:

City Attorney, Carol Morris

STATE OF WASHINGTON)

: ss.

County of Pierce)

On this day personally appeared before me _____, as the Mayer of Gig Harbor, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2007.

Type/Print Name: _____
Notary Public in and for the State of Washington residing
at _____
My Commission expires _____

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DATED this ____ day of January, 2007.

GORDON THOMAS HONEYWELL



Margaret Archer
WSBA No.
Attorneys for Respondent

LAW OFFICE OF CAROL A. MORRIS, P.C.

CAROL A. MORRIS,
WSBA No. 19241
Attorney for Petitioner City

ORDER

Based upon the foregoing stipulation it is hereby

ORDERED that this action shall be dismissed, with prejudice, subject to the Settlement Agreement attached hereto as Exhibit A, with each party to bear its own costs and attorneys' fees.

DONE IN OPEN COURT this ____ day of January, 2007.

JUDGE

**STIPULATION AND ORDER OF
DISMISSAL
Page 2**

**LAW OFFICE OF
CAROL A. MORRIS, P.C.**
7223 Seawitch Lane N.W.
P.O. Box 948
Seabeck, Washington 98380
TELEPHONE (360) 830-0328
FAX (360) 850-1099

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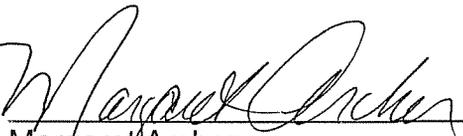
Presented by:

LAW OFFICE OF CAROL A. MORRIS, P.C.

CAROL A. MORRIS,
WSBA No. 19241
Attorney for PetitionerCity

Approved as to form and
Notice of Presentation waived:

GORDON THOMAS HONEYWELL



Margaret Archer
WSBA No.
Attorneys for Respondent

**STIPULATION AND ORDER OF
DISMISSAL**
Page 3

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ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK
SUBJECT: OFFICIAL NEWSPAPER BID
DATE: JANUARY 22, 2007

INFORMATION/BACKGROUND

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

We have received two bids; one from the Peninsula Gateway, and one from The News Tribune which are attached. To make it easier to compare bids, I asked each bidder to submit the cost to run a typical public notice one time in a Wednesday's edition. The results to run the ad:

The News Tribune: \$307.52 The Peninsula Gateway: \$118.32

In addition, the News Tribune will charge additional for affidavits (\$9.55 each) and for styled words (bold, italic and underline). The Gateway will not charge for these services.

The city is required to have an affidavit of legal notices on file. During 2006, we published approximately 264 legals.

Both publications meet the criteria set forth in RCW 65.16.

FISCAL CONSIDERATION

The Peninsula Gateway's bid represents a 5.9% increase over their fees for 2006. The News Tribune's bid is slightly more than 2 -1/2 times higher than the Gateway's bid. The charge for affidavits should also be taken into consideration.

RECOMMENDATION

Staff recommends a motion to award the official newspaper status to the Peninsula Gateway for the year 2007.

THE NEWS TRIBUNE

January 12, 2007

IAN 16 2006

BY:

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

Reference: BID – OFFICAL NEWSPAPER

To the City Council:

The News Tribune is a major newspaper in the Peninsula area, publishing 7 days a week, 365 days a year. The News Tribune is qualified as a legal newspaper as provided under RCW 65.16.020.

Circulation in the City of Gig Harbor: 10,752 Daily and 13,147 Sunday.

Minimum type size: 7 points
Column width: 13.5 picas
Note: Legal notices publish in a 2-column wide format

Advertising Representatives for legal advertising: Ellen Orr, Laura Bastin and Erin Stargel. Phone: 253-597-8605. Fax 263-597-8473. Email legals@thenewstribune.com

The News Tribune's legal advertising rate offered to the City of Gig Harbor, effective through December 31, 2007, is:

Daily:	\$4.96 per line, per day – print
	\$.38 per line, per day – online at thenewstribune.com
Sat./Sun:	\$5.42 per line, per day – print
	\$.44 per line, per day – online at thenewstribune.com

Affidavits are sent by request with a fee of \$9.55 per ad for any number of affidavits. Styled words (bold, italic and underline) fee is \$7.00 per ad. Tear sheets are sent by request at no charge.

The attached sample legal notice would cost \$307.52 print only, 1 time on a Wednesday. Additional online fee would be \$23.56, 1 time online Wednesday.

Thank you for your consideration.



Dan Walker
Classified Advertising Manager

Attachment

**NOTICE OF PUBLIC HEARING
City of Gig Harbor**

Date of Notice: January 4, 2007
Applicant: Joe Kunkel, Hammes Company, 1325
Fourth Avenue, Suite 1035, Seattle WA
98101
Project Location: 11567 Canterwood Blvd NW, Gig
Harbor WA
Project Description: Application for Site Plan Review (SPR
06-1372), Design Review (DRB
06-1374), Conditional Use Permit
(CUP 06-0008) and a Variance (VAR
07-0001) for St. Anthony Hospital.
Project Permits required: Site Plan Review, Conditional
Use Permit, Variance, Rezone and
Design Review
Type of Environmental Environmental Checklist, Wetland
Report, Habitat
Documents Filed: Management Plan
PUBLIC HEARING DATE: Gig Harbor Hearing Examiner,
January 24, 2007, 5:00pm, at
Gig Harbor Civic Center,
Council Chambers, 3510
Grandview Street, Gig Harbor

Documents pertinent to this application are available for
review and inspection at the City of Gig Harbor Depart-
ment of Community Development, 3510 Grandview
Street, Gig Harbor, WA 98335, during normal business
hours, Monday through Friday. A copy of the staff report
on this project proposal will be available seven days
prior to the public hearing.

Interested persons may comment on the above stated
application or may request any notice of public hearing
or a copy of the decision on this application. **Requests
for notification or written comments must be sub-
mitted to the Department of Community Develop-
ment by no later than January 24, 2007.** All public
comments or requests must be received at the Depart-
ment of Community Development by no later than
5:00pm on the last date of the comment period.

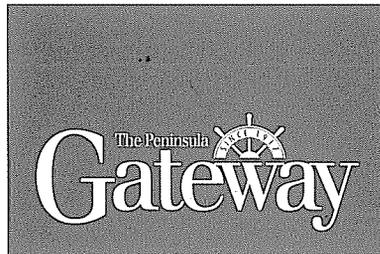
Interested persons are invited to attend the public
hearing and make their views known on this proposal.
The Hearing Examiner's decision is final on this appli-
cation. Any appeal of the hearing examiners decision
must be filed with Pierce County Superior Court under
the provisions of RCW 36.70C, within twenty-one (21)
days of the Hearing Examiner's decision. Only parties of
record may initiate an appeal of the decision of the
Hearing Examiner.

Questions regarding the above stated application
should be made to the City of Gig Harbor Community
Development, 3510 Grandview Street, Gig Harbor, WA
98335, or by calling 851-6170.

Sealed bids must be received at City Hall by 4:30 p.m.,
Tuesday, January 16, 2007, 3510 Grandview Street, Gig
Harbor, WA 98335. Bids must be marked on the outside:
"Bid - Official Newspaper." The City Council shall award
the "official newspaper" services to the lowest respon-
sible bidder in accordance with RCW 35.23.352, and
further reserves the right to reject all bids received.

Molly Towslee
City Clerk

1 6 2006



January 16, 2007

Molly Towslee, City Clerk
3510 Grandview St.
Gig Harbor, WA 98335
RE: BID-OFFICIAL NEWSPAPER

The Nation's Number One
Community Newspaper.

Dear Ms. Towslee:

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

The Peninsula Gateway is a newspaper of general circulation in the City of Gig Harbor. Over 11,400 households purchase The Peninsula Gateway each week through home delivery and newsstand outlets in the Gig Harbor/Peninsula area (25% through single copy locations). We publish 1 time each week on Wednesday, 52 weeks per year, and reach the remainder of the market with our South Sound Values publication each Monday.

The Peninsula Gateway is a business located in the city limits of Gig Harbor. We employ more than 32 full and part-time employees, and through our commercial web press printing division bring in more than \$2 million out-of-town dollars into our community each year.

For the 2007 calendar year, we are proposing a rate of .704 cents per agate line (\$1.408 per 2 col. agate line) or \$9.86 per column inch, a 5.9% increase over 2006. **There are no additional charges for affidavits or bold type.**

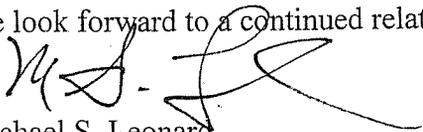
The quote for the 2 column Legal Bid sample you provided with this bid, published in 6 point type for one edition, would be \$118.32.

Advertising Representative for Legal Advertising:

Donna Natucci,
Phone: 253-853-9222
Fax: 253-851-3939
Email: donna.natucci@gateline.com

The Peninsula Gateway's Legal advertising rate offered to the City of Gig Harbor is effective January 1, 2007 through December 30, 2007.

We look forward to a continued relationship with the City of Gig Harbor.


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



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
 FROM: CHIEF OF POLICE MIKE DAVIS
 SUBJECT: GHPD MONTHLY REPORT FOR DECEMBER 2006
 DATE: JANUARY 22, 2007

DEPARTMENTAL ACTIVITIES

December 2006 YTD **calls for service** when compared to December 2005 YTD **calls for service** show an increase of 585 dispatched calls in 2006. During 2006 we have also seen 132 more **reports written** by our officers. **DUI arrests** were down by 20, which can again be attributed to being short-staffed at night with two officers attending the police academy and involved in PTO training during much of this period. Even though our **infractions** are down by 216 this year, our **criminal citations** are up by 24. Statistics show our 2006 YTD **traffic accidents** have increased by 14 accidents when compared to 2005 YTD. 2006 YTD statistics indicate our **misdemeanor and felony arrests** are up by seven and ten arrests respectively when compared to 2005.

Category	December 2006					
	December 2005	December 2006	Change	YTD 2005	YTD 2006	Change
Calls for Service	429	471	42	4912	5497	585
General Reports	158	147	-11	1662	1794	132
Criminal Traffic	10	11	1	103	127	24
Infractions	106	63	-43	1201	985	-216
Criminal Citations	10	17	7	103	124	21
Warrant Arrests	8	8	0	101	82	-19
Traffic Reports	18	21	3	180	194	14
DUI Arrests	12	5	-7	66	46	-20
Misdemeanor Arrests	26	37	11	345	352	7
Felony Arrests	9	5	-4	97	107	10
FIR's	1	3	2	14	15	1

Attached you will find several graphs that track 2006 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare our 2006 activity levels with past years.

The Reserve Unit supplied 84 hours of volunteer time assisting our officers in December. Two of our reserves are being interviewed by local agencies to be hired as fully commissioned officers. We have a prospective reserve enrolled in the current reserve academy.

COPS (Citizens on Patrol) Volunteer Ken McCray has experienced some health challenges this last month and has been unable to provide assistance with the speed trailer. We are keeping in close contact and wishing him a speedy recovery. We plan on recruiting additional members to this unit in 2007.

The Marine Services Unit accounted for the following hours and activity during the month of December:

- December 3rd: “Special People’s Cruise”
 - 1 Officer – 4 hours total
- December 9th: “Lighted Boat Parade” & Boat Removal and Cleanup
 - 1 Officer – 4 hours total

The Explorer Unit had a very busy month in December. On the first two nights of the month the Explorers provided overnight security for the Tidefest at Gig Harbor High School. They had two training meetings during December and six of the Explorers attended a week-long Winter Academy at the Yakima Firing Center. Explorer Jennifer Moots was promoted to Sergeant after achieving Skill Level 2 and showing good leadership qualities.

Three Explorers attended the Basic Academy (1st time) and the other three attended the Advanced Academy. During this Academy there were approximately 200 Explorers representing 20 different Law Enforcement agencies within Washington State. During the week at the Academy our Explorers put in 14-16 hour days in a para-military type environment, including nighttime fire watch. During this time each Explorer is trained and tested in the following areas: academics, physical fitness, and firearms. At the end of the week the Explorers are recognized with individual awards in the above mentioned areas. The three areas are combined and an award is given for the top Explorer in the Academy.

GHPD Explorer Natalie Vorous took first place overall in the Basic Academy. Explorer Vorous also took second place overall in academics. Explorer Jennifer Moots took third place in women’s physical fitness in the Advanced Academy. All six Explorers did an excellent job at the Academy and our unit coordinator Officer Gary Dahm reportedly received many positive comments from their TAC officers.

TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE (YEAR 2006)

	Teens (15-18)	Young Adult (19-25)	Adult (26-50)	Seniors (51 over)
January	3	4	7	4
February	1	7	5	6
March	5	4	7	1
April	2	2	5	7
May	3	3	8	5
June	3	2	6	1
July	5	7	3	5
August	3	1	4	6
September	1	3	7	5
October	6	3	4	3
November	4	5	5	9
December	1	2	9	8
YTD	37	43	70	60

Some of the more interesting calls for the month of December 2006 included:

- **12/1/06:** employees from a local construction company reported that during the night time hours, someone cut a hole in the fence at a job site and forced their way into a storage shed. The perpetrators then stole approximately \$1000.00 worth of power tools. This is the second burglary at this same job site in the past 30 days. There are no suspects in the case. Case # 061502
- **12/2/06:** a mother reported her 15-year old son as a runaway for the sixth time. The teenager has a long history of drug and alcohol abuse and is rarely home for more than a couple of weeks before running away again. Case # 061507
- **12/4/06:** at 3:18 pm, a 19-year old male was arrested for attempting to steal a C/D and cell phone cover from an area department store. The suspect was spotted by store security concealing the items in his coat and then detained by security as he attempted to walk out of the store. When interviewed by the arresting police officer, the suspect said that he heard it was easy to steal from that particular store. Case # 061510
- **12/6/06:** a male resident reported that between 12:00 pm and 1:00 pm, he left his apartment to run some errands. When he returned, he found his rear slider door standing open and his safe missing from a bedroom. Inside the safe was \$25.00 in quarters and about \$100.00 in prescription drugs. The victim thought he had left his rear door unlocked. There are no suspects in the case. Case # 061519
- **12/6/06:** during lunch time, a 15-year old male was arrested for shoplifting a deli sandwich from a local grocery store. The manager of the store reported that during the lunch hour on school days, the store had been experiencing several thefts of sandwiches from high school students on their lunch break. The manager decided

to post several employees in the area to watch for “sandwich thieves.” Within minutes, store employees witnessed the 15-year old stealing the sandwich. Case # 061520

- **12/6/06:** at 11:45 pm, Sgt. Dougil was dispatched to assist a mother who had located her 15-year old intoxicated daughter with a 19-year old male at an apartment. When the 19-year old male discovered that the police had been called he fled the scene. Sgt. Dougil made contact with the daughter and arrested her for minor in possession of alcohol. Her breath test result was .147. An interview with the 19-year old male is pending. Case # 061522
- **12/7/06:** at 4:38 pm, a 53-year old male transient was arrested for attempting to steal two 24-ounce beers and a package of muffins from a local grocery store. The male was detained after employees saw him walking out the front door with the package of muffins sticking out of his coat pocket. When searched by the arresting officer, the two cans of beer were found in his coat. Case # 061527
- **12/8/06:** at 6:50 pm, officers were dispatched to a theft in progress at a local department store. Sgt. Dougil arrived just in time to capture the 29-year old and 52-year old male suspects as they were exiting the store. The 29-year old suspect was found to have several cell phone accessories concealed in his clothing. A warrants check was done and both subjects were wanted on arrest warrants. Both subjects were booked into the Pierce County Jail. **Nice catch by Sgt. Dougil!** Case # 061532
- **12/9/06:** at 8:00 am, Sgt. Busey stopped a 1986 van for a traffic violation. Sgt. Busey noticed that the van had a dealer’s plate attached to the rear. Because of the age of the van, Sgt Busey became suspicious of the dealer’s plate and was able to determine that it was stolen. The 47-year old male driver said that he had borrowed the van from a female friend, but could not provide any information on her. After further investigation, Sgt Busey arrested the male driver for possessing stolen property and several traffic offenses. **Nice job by Sgt. Busey!** Case # 061534
- **12/9/06:** at 12:40 pm, grocery store employees watched a 51-year old male walk up to the firewood bundles outside of the store and grab two bundles. The male then walked backed to his car and placed the bundles inside the car. He then walked into the store with a female companion and filled two bowls of soup. They ate the soup and the male cleaned up after himself by throwing the cups, spoons and napkins in the garbage. From there he went to the produce department and filled a bag with oranges, tomatoes and raspberries. After filling the bag with fruits and vegetables he walked past the cash registers and out the front door. The male was then stopped and detained by store security. The arresting officer asked the suspect why he didn’t pay for the items and the suspect replied “I forgot to pay for that stuff and that’s all I’m going to say.” Needless to say, the male suspect was arrested for theft. Case # 061537

- **12/9/06:** at 1:20 pm, Sgt. Busey walked into a middle school that was hosting a school wrestling tournament. Sgt. Busey was immediately alerted to a 14-year old male wrestler that had been ejected from the tournament for threatening a wrestling official. As Sgt. Busey was watching the 14-year old from a distance he could see that the teenager was having a heated discussion with his father. When Sgt. Busey walked past them, the teenager went after his father in a threatening manner and Sgt. Busey detained the teen until he calmed down. After a discussion with the parents, it was decided that the teen would go home with the mother and a report written to document the incident. Case # 061539
- **12/10/06:** at 11:00 pm, a male in his 50's walked into a convenience store and paid for his gas with a \$50.00 bill. The male returned a few minutes later and asked the clerk to give him change for another \$50.00 bill. After the male left, the clerk took a good look at the two \$50.00 bills. After close inspection, the clerk was able to determine that the bills were counterfeit. The police officer that arrived on the scene was able to determine that the bills were made from \$5.00 bills. The case is under investigation. Case # 061543

Other reported incidents during the first week of December:

- 6 – Non Injury Accidents
 - 1 – Hit & Run Accident
 - 3 – Vehicle Prowls
 - 2 – Driving While License Suspended Arrests
- **12/11/06:** at approximately 3:50 pm, an unidentified male walked into a local fast food restaurant and purchased a single bag of chips. The male paid for the \$1.00 bag of chips with a \$50.00 bill. The male then began asking the 19-year old restaurant employee to make change for the \$49.00. After several transactions and the male accusing the employee of cheating him, the male left the restaurant. Thinking that he may have been “scammed”, the employee checked the till and discovered that he was \$80.00 short. The investigation revealed that this male has “scammed” several businesses in the same manner recently. The case is currently under investigation. Case # 061550
 - **12/11/06:** at 9:00 am, officers were dispatched to a domestic violence incident that occurred at a local apartment. A 24-year old male reported that his 22-year old wife had kicked him in the groin and slapped him in the face after the two had argued. The female was gone upon the officer's arrival and the officers learned later that the female had gone to her mother's residence and attempted suicide by overdose. The female was transported to a local hospital for medical treatment and a mental evaluation. The case has been forwarded to the Prosecutor's Office for possible charges. Case # 061551

- **12/14/06:** a 20-year old male resident reported that during the night time hours, someone slashed two of his tires and his convertible top as his vehicle was parked at his apartment. The perpetrators also painted the words "DRUG DEALER" on the side of the vehicle. The victim said that he does not use or sell drugs and does not know why he was targeted. There are no suspects at this time. Case # 061558
- **12/16/06:** at 10:30 pm, Officer Brunson and Sgt. Dougil were working a DUI emphasis in the Gig Harbor area. They stopped a 20-year old male for speeding and discovered that his driver's license was suspended and his vehicle required an interlock device from a previous DUI. The vehicle did not have an interlock and the male was taken into custody. During the investigation the officers located a marijuana pipe and a 6-pack of beer in the subject's vehicle. They also determined that he was under the influence of alcohol. He was subsequently arrested for DUI. The male refused the breath test and was booked into the Pierce County Jail. Case # 061568
- **12/17/06:** Due to the significant wind storm that swept through the Western Washington area, there were many downed power lines and other hazards. At 4:20 pm this date, medical aid and GHPD personnel responded to the 8200 block of Shirley Avenue where an adult male walking his dog had come in contact with live power lines. Both were deceased from electrocution. The Pierce County Medical Examiner assumed jurisdiction of the body while police personnel assisted in identifying him. GHPD Police Chaplain Roger Roth provided extensive and valuable support to the relatives and witnesses throughout the incident.
- **12/17/06:** At 9:15 pm officers responded to the report of a domestic dispute in an apartment complex. The female resident had fled the apartment with her small children to avoid further conflict with her boyfriend who remained in the apartment. An investigation revealed that the boyfriend had punched a hole in an interior door during the argument. He was taken into custody and booked into jail on charges of Malicious Mischief.
- **12/17/06:** 10:25 pm: Sergeant Emmett observed a vehicle operating on Olympic Drive without headlights and all of the windows on the vehicle were frosted over. The male driver was hanging his head of the window and swerving from the E/B lanes into the W/B lanes and back into the E/B lanes. When the subject was contacted, Emmett determined that the driver was operating the vehicle while under the influence of alcohol and had a suspended driver's license. He was arrested, along with a passenger who had outstanding arrest warrants and booked into jail. The driver also provided samples of his breath which registered .220 and .219 – nearly three times the legal limit of intoxication.
- **12/18/06:** 1:10 am: Officer Dahm and Reserve Officer Menday approached four suspicious males at the Goodwill donation station located within the Park-n-Ride lot on Kimball Drive. This location is the site of many nighttime thefts of donated

goods. While speaking with the subjects, Officer Dahm noted some wire in the vehicle. This wire appeared to be heavy-duty electrical wire normally associated with power lines. Due to the recent wind storm, there were many downed power lines. Officer Dahm summoned representatives from Peninsula Light to the scene that identified the wires as theirs. The group had stolen the wire from a downed section near the intersection of Hunt Street and Kimball Drive. Additionally, Officer Dahm located a small quantity of methamphetamine on one of the subjects. All four subjects were arrested. **Great proactive patrol work by Dahm and Menday!**

NOTE: Theft of wire and other metal products (especially copper) is becoming an increasing problem in our area. Scrap metal buyers are paying very high prices (\$4.00 a pound for copper) for used metal and this is driving the increase in thefts. Virtually all of these thefts can be traced to a relationship with methamphetamine users.

- **12/18/06:** During the early morning hours, a business located on Burnham Drive reported another in a series of thefts of gasoline from their company vehicles. During the nighttime hours, unknown suspect(s) have been cutting the rubber fuel line underneath their equipment trucks and draining up to 30 gallons of fuel at a time. Repairs to the trucks have been costing the company approximately \$300 per incident. This is approximately the fourth time this has happened at this location. GHPD officers have discussed theft deterrent options with the owners of the company.

Other reported incidents during the second week of December included:

- 4 – Non Injury Accidents
 - 2 – Injury Accidents
 - 1 - Hit & Run Accident
 - 1 – Vehicle Prowl
 - 4 – Driving While License Suspended Arrests
- **12/19/06:** During the nighttime hours, unknown suspect(s) cut a chain securing a fenced area to gain access to the rear of an Olympic Drive business. Once inside the secure area, the suspects cut another lock in order to remove a large metal loading ramp weighing approximately 180 pounds. Business owners report that the lighting on the rear of the business has not been working. Although the ramp is valued at over \$400, it was likely taken for its limited scrap metal value.
 - **12/20/06:** At 6:18 pm, an adult female shopping at a local department store with her 13-year old sister was approached by her disgruntled ex-boyfriend. The female has a No Contact Order issued against the ex-boyfriend. The ex-boyfriend became confrontational and started to throw her merchandise around. As she attempted to use her cell phone to call 911, the ex-boyfriend struck her in the hand in an attempt to make her drop the phone. He also threatened her several times. After the 911 call was successfully initiated, the ex-boyfriend and another

male who had been with him fled the store. Most of the incident was captured on the store's security video. The ex-boyfriend was already wanted on a previous violation of a court order. This report was sent to the prosecutor for initiation of new charges.

- **12/20/06:** A 25-year old female reported her vehicle stolen from a shopping center parking lot on Olympic Drive. She told the responding officers that she locked the vehicle, but that her spare key was in her purse that she had left under the driver's seat. The step-father of the victim reports that he had purchased the vehicle for her only a few weeks before, and suspects that his step-daughter actually loaned the vehicle to a friend who then wrecked it. As of this date, the vehicle has not been recovered.
- **12/22/06:** At 10:00 pm a female attempted to purchase items from a grocery store using what appeared to be a fraudulent check. Although the check cleared via a processing service, the store manager asked the female to produce identification. After becoming confrontational, the female fled the store. Based upon the description provided by store employees, the responding officer recognized the suspect as one well known to GHPD personnel. This suspect has been responsible for many check and credit card forgeries, as well as prescription forgeries. Store employees recognized a recent booking photo of the suspect and her identity will be further identified through store security video before a report will be sent to the prosecutor for charges.
- **12/23/06:** At 10:30 am a person using the ATM at a local bank left their debit card in the machine at the conclusion of their transaction. After later realizing this error, the person returned to the machine to discover that the card was not there. He later learned that two withdrawals had been made against his account totaling \$300. The victim believes that he left his ATM card in the machine when he walked away and someone apparently used the "do you want another transaction" feature to withdraw cash while his card was still in the ATM.

Note: At the start of business the following day, another customer was waiting at the bank and said that he had inadvertently made the withdrawals. The customer said that he was engaged in a conversation with his wife as he arrived at the ATM. He noted the screen was ready for a transaction and didn't realize that he hadn't put his card in the machine. When the card was returned after the transaction, he realized that it was not his. He placed the card in the night depository and returned the money to the bank the following day.

Other reported incidents during the third week of December included:

- 3 – Non Injury Accidents
- 2 – Hit & Run Accident
- 7 – Vehicle Prowls

- **12/25/06:** at 10:00 am, Sgt. Busey observed a 37-year old male wandering around in an empty shopping center parking lot. Sgt. Busey stopped and talked with the male for a few minutes and the male was very evasive in his answers. Sgt. Busey checked the subject on his in-car computer and discovered that the male was wanted on an active arrest warrant from Milton. The male was taken into custody and booked on the warrant. Case # 061613
- **12/25/06:** At about 4:00 pm, an officer was dispatched to a local drug store for a shoplifter in custody. When the officer arrived, he was informed by the store manager that employees had witnessed a 37-year old male carry several items of clothing into the restroom. The employees then saw the male exit the restroom wearing the clothing. When the employees attempted to confront the suspect, he tried to flee out of a rear emergency door. The suspect was apprehended and held until the officer arrived on scene. When questioned, the suspect said that he rode the bus to Gig Harbor with the intention of doing some shoplifting. During a search of the suspect, a small amount of methamphetamine was found in the suspect's pocket. The suspect was arrested and booked on theft and drug charges. Case # 061615
- **12/25/06:** At 7:30 pm, Officer Welch responded to a request for assistance from an off-duty sheriff's deputy and another unidentified off-duty police officer who were fighting with a 32-year old male suspect near a city intersection. The suspect had been driving wildly on SR-16 and had crossed the median before striking several cars. The suspect then exited into the city. The suspect's vehicle died and he fled on foot into a nearby woods where he was pursued by the off-duty officers. Even after identifying themselves, the suspect continued to fight with the officers. The Washington State Patrol assumed jurisdiction of the case and arrested the suspect for Hit & Run, DUI and possession of two methamphetamine pipes. Case # 061616
- **12/27/06:** During the holiday weekend, vandals sprayed painted graffiti on all the exterior walls of a local business center. The damage was estimated at \$1000.00. There are no suspects. Case # 061620
- **12/27/06:** At 8:30 pm, Sgt. Dougil was dispatched to a one-car accident at a local intersection. Upon arrival, Sgt. Dougil found a van stuck in a ditch. The 38-year old male owner of the van staggered up to Sgt. Dougil and tried to explain how he ended up in the ditch. Sgt. Dougil quickly determined that the male was intoxicated. The male failed the field sobriety tests at the scene and was arrested for DUI. He later blew a .172 on the BAC machine. Case # 061622
- **12/28/06:** At approximately 2:00 am, Officer Garcia spotted several teenagers behind a local grocery store. When the teens saw Officer Garcia they fled to a wooded area behind the store. Officer Garcia gave chase and caught a 15-year old female. Officer Garcia was able to determine that the teens had been drinking behind the store, but the female would not disclose who her friends were. The

female blew a .47 on a portable breath tester and was arrested for Minor in Possession of Alcohol. She was released to her mother and a report of the incident forwarded to Remann Hall for charges. Case # 061623

- **12/28/06:** Detective Douglas was asked by Lakewood PD to help locate a 37-year old male that lived locally. The male was wanted on several Domestic Violence warrants from their court. Detective Douglas, along with two uniformed officers located the subject at his apartment and took him into custody. The subject was transported to the Pierce County Jail where he was served with the four warrants. Case # 061625
- **12/28/06:** During the night time hours, someone punched a large hole in the overhead garage door of a local muffler shop. The perpetrator(s) then entered the building and stole \$284.00 from a cash box. Several areas of the building were ransacked, but it did not appear that anything else was taken. Case # 061626
- **12/28/06:** at 9:45 pm, officers responded to a complaint of loud party at a local apartment. Upon contacting the residents at the party, the officers determined that some of the participants of the party had been drinking and were underage. After conducting their investigation, the officers arrested an 18-year old male for Minor in Possession of Alcohol and a 23-year old male for Furnishing Alcohol to Minors. Case # 061630
- **12/29/06:** At approximately 8:00 pm, officers responded to a domestic violence situation at a local residence. The 44-year old female victim reported that her 45-year old husband had been drinking since about 5:00 am, and during an argument went on a “rampage” destroying several household items and threatening to stab her with a knife. The husband also forced their five children in the basement and had them stay there for several hours. After smashing the household items, the husband disabled the family telephone and left the residence. Responding officers stopped the husband as he was driving away from the home. He was taken into custody and booked on charges of Malicious Mischief (DV) and Interfering with the Reporting of Domestic Violence. Case # 061634
- **12/30/06:** At 3:00 am, Officer Welch was dispatched to meet the female victim of a domestic violence assault at a nearby pay phone. The details of the call reported that the 44-year old victim had been beaten, kicked and bitten by her 46-year old intoxicated husband. The husband had also put a 44-magnum handgun to her head and threatened to kill her if she told anyone. After the husband passed out, the victim ran from their residence to a nearby pay phone. Upon contacting the victim, Officer Welch immediately recognized that she had been badly beaten and called for medical aid. Prior to being transported to the hospital, the victim was able to tell Officer Welch the details of the crime. She reported that the two had gone out drinking to celebrate the husband’s birthday and when they returned home he became angry and pushed her face into the birthday cake. The violence then escalated to the beating, kicking and biting. The victim had new and old

bruises covering her body and several fresh bit marks. Officer Welch could also see where the barrel of the gun had been pressed against the victim's forehead. After the victim was transported to hospital, Officer Welch along with Officers Allen & Dennis and two sheriff's deputies went to the suspect's residence. The officers awoke the suspect by pounding on the door and took him into custody as he opened the door. During the suspect interview, the husband said that he could not remember anything that happened after he and his wife returned home. Three rifles and two handguns were seized from the residence. The suspect was booked into the Pierce County Jail on charges of Assault 1st. Officer Welch also obtained a temporary protection order on behalf of the victim and served it on the suspect at the jail. The victim was treated and released from the hospital with no serious injuries. **Nice job by Officer Welch on this case!** Case # 061635

- **12/30/06:** Officer Dahm responded to a local apartment at 2:15 pm on another DV assault. This time, a 20-year male got into a physical fight with his 17-year old girlfriend. The couple has lived together as man and wife for the past three years and has two children together. Today, they got into an argument and were mutually pushing and scratching one another while fighting over who was going to leave and take the children. Officer Dahm determined that the 20-year old male was the primary aggressor and he was taken into custody and booked into the Pierce County Jail on Assault 4th degree charges. Case # 061637

Other reported incidents during the fourth week of December included:

- 2 Non Injury Accidents
- 1 Injury Accident
- 2 Stolen Autos

:

TRAVEL / TRAINING:

- Chief Davis and Officers Allen, Cabacungan, Brunson and Dennis attended the Street Survival Seminar held in Tacoma on November 30th and December 1st
- Sergeant Busey attended Property Room Management training in Everett on December 4th and 5th
- Officer Jahn attended "Street Crimes" training in Vancouver on December 4th through the 6th
- Chief Davis attended FBINA training in Auburn on December 7th
- Officer Chapman attended Taser and advanced Taser training at the Seattle Police Department on December 14th and 15th

- Sergeant Busey and Detective Douglas participated in a multi-agency water rescue workshop in which various rescue agencies summarized their water-borne rescue capabilities in an effort to build cooperative response protocols

SPECIAL PROJECTS:

In conjunction with Community Development we applied for a safety grant from AWC. We recently received word that we were granted \$1,000.00. This money will be applied to the cost of surveillance cameras and a digital recorder being installed at the City Skate Board Park.

Officers again this year provided extra foot patrols downtown during the busy shopping periods.

Our Holiday Helpers program was a huge success this year. The event was held on December 11th and evolved eleven kids. Several officers and reserves from GHPD and PCSD participated this year. Check our Web page out for some pictures of the event.

We received a \$2,500 grant for overtime to participate in the annual "Drive Hammered Get Nailed" DUI emphasis patrol program. GHPD teamed up with PCSD officers netting four DUI arrests over two weekends.

PUBLIC CONCERNS:

Officers that worked during the recent storm and its aftermath did a tremendous job. This would especially include Lt Colberg who worked long days at the EOC on his days off. City public work crews and police staff working together did a fantastic job insuring the city streets were kept clear and safety issues were addressed.

FIELD CONTACTS:

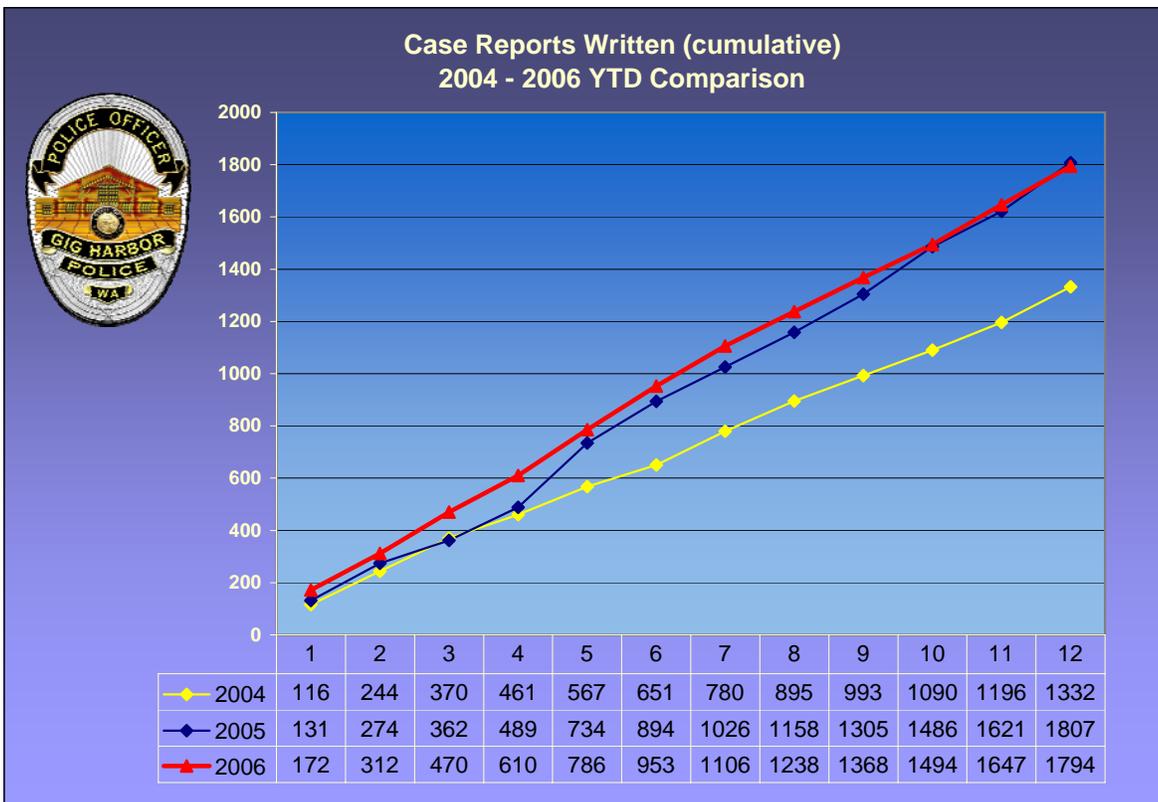
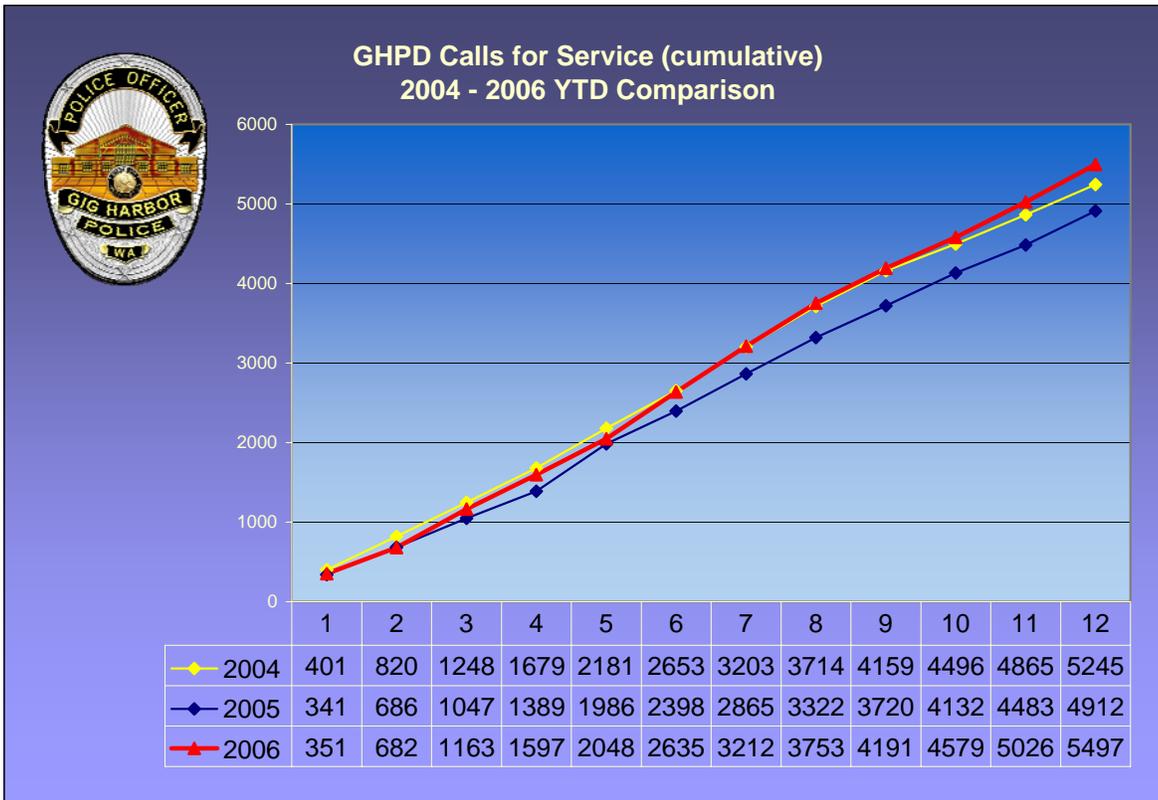
Staff made the following contacts in the community during December:

- Sergeant Busey the Peace Officer certification meeting held at the Criminal Justice Training Commission on December 12th
- Chief Davis attended the Regional DV Protocol meeting on December 6th
- Chief Davis provided a department presentation to the Kiwanis Club at Madrona Links on December 13th. This was particularly challenging due to the fact that the power was out. Talking about the department by candlelight brings a whole new dimension to the concept of community policing and connecting with your community!

OTHER COMMENTS:

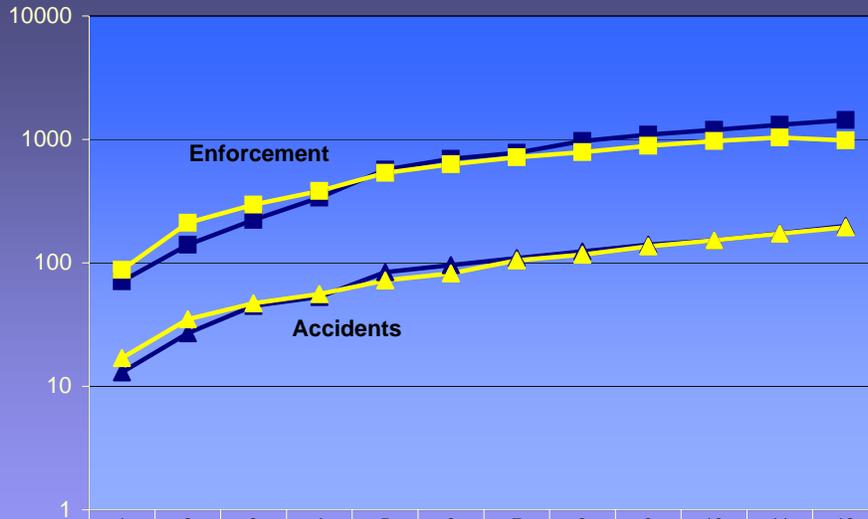
Our two recruits, Raquel Brunson and Chet Dennis are continuing to do well in our internal training program. They are currently at the half-way mark of the program and should be ready to go “solo” in March.

2006 YTD MONTHLY ACTIVITY GRAPHS (INCLUDING 2004 AND 2005)





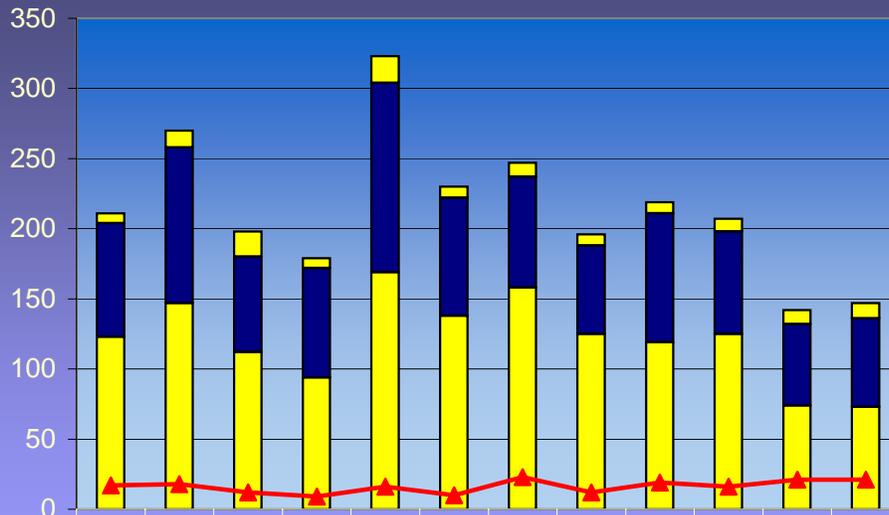
Trends: Traffic Enforcements vs. Accidents 2005 - 2006 YTD Comparison (cumulative)



	1	2	3	4	5	6	7	8	9	10	11	12
2005 Infractions + Citations	71	140	223	337	568	696	779	968	1092	1195	1316	1432
2006 Infractions + Citations	88	211	297	382	536	628	717	788	888	970	1038	985
2005 Reportable Accidents	13	27	45	53	84	96	109	124	140	152	174	199
2006 Reportable Accidents	17	35	47	56	72	82	105	117	136	152	173	194



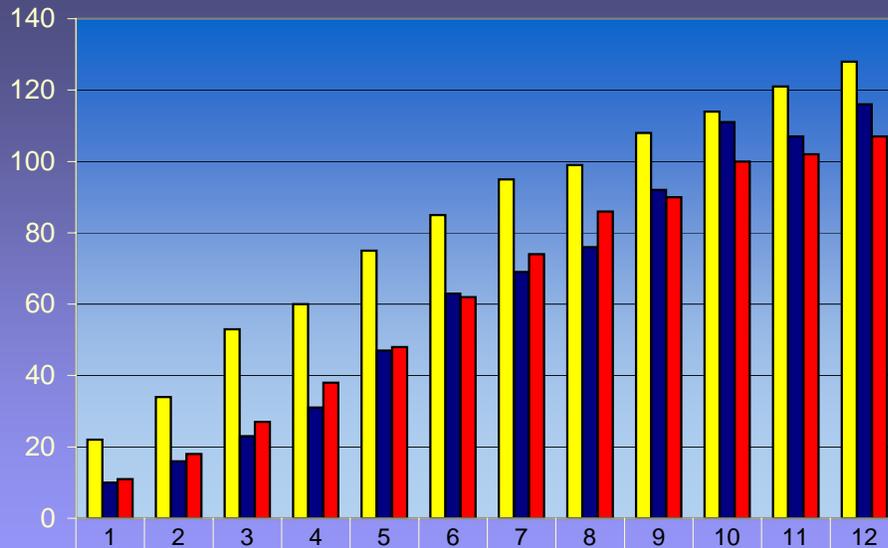
2006 Traffic Enforcement vs. Accidents Comparison Monthly Totals



	1	2	3	4	5	6	7	8	9	10	11	12
Criminal Traffic Citations	7	12	18	7	19	8	10	8	8	9	10	11
Infractions	81	111	68	78	135	84	79	63	92	73	58	63
Verbal Warnings	123	147	112	94	169	138	158	125	119	125	74	73.00
Accidents	17	18	12	9	16	10	23	12	19	16	21	21.00



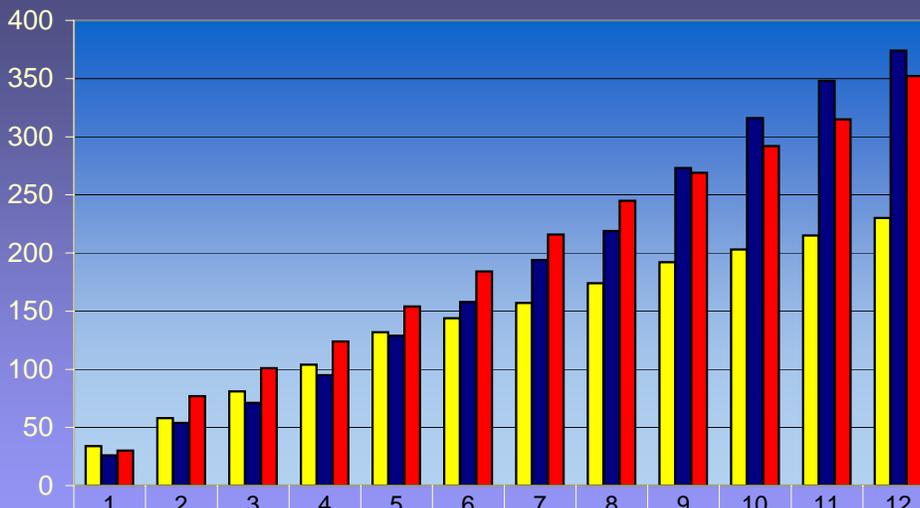
Felony Arrests (cumulative) 2004 - 2006 YTD Comparison



■ Felony 2004	22	34	53	60	75	85	95	99	108	114	121	128
■ Felony 2005	10	16	23	31	47	63	69	76	92	111	107	116
■ Felony 2006	11	18	27	38	48	62	74	86	90	100	102	107



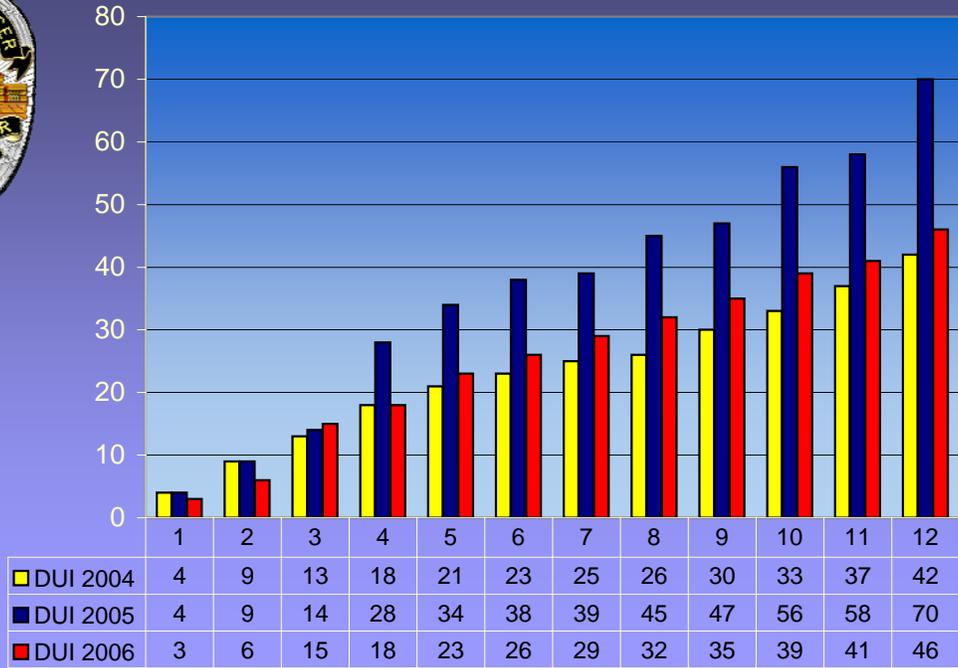
Misdemeanor Arrests (Cumulative) 2004 - 2006 YTD Comparison



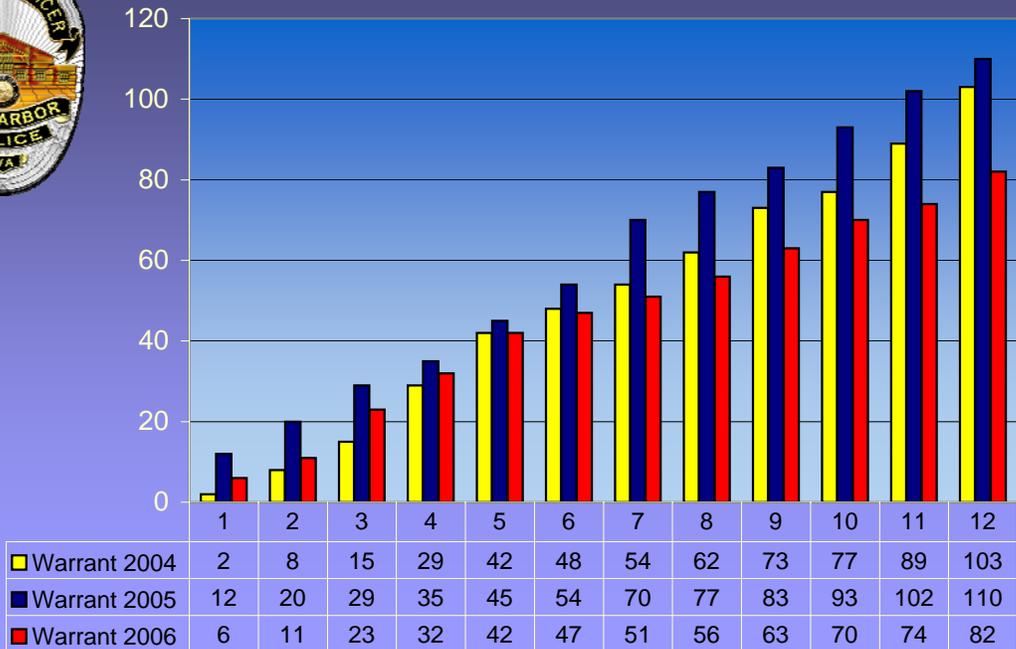
■ Misdemeanor 2004	34	58	81	104	132	144	157	174	192	203	215	230
■ Misdemeanor 2005	26	54	71	95	129	158	194	219	273	316	348	374
■ Misdemeanor 2006	30	77	101	124	154	184	216	245	269	292	315	352



DUI Arrests (cumulative) 2004 - 2006 YTD Comparison



Warrant Arrests (cumulative) 2004 - 2006 YTD Comparison





ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
DATE: JANUARY 22, 2007
SUBJECT: 2005 FOURTH QUARTER FINANCE REPORT

The 2006 fourth quarter financial reports are attached.

Total resources for all funds (revenues and beginning fund balances) were 117% of the 2006 annual budget. Annual revenues (excluding beginning fund balances) were 118% and expenditures (excluding ending fund balances) were 68% of the annual budget.

General Fund revenues (excluding beginning balance) were 109% of budget in 2005, while General Fund expenditures were 88% of budget. All departments were within the 2006 annual budget.

The Street Fund ended 2006 with expenditures coming in at 88% of budget.

2006 Hotel-Motel taxes collected were \$228,953 while related tourism expenditures were \$278,336.

The Civic Center Debt Reserve Fund had interest earnings of \$132,565 and has an ending fund balance of \$3,019,000.

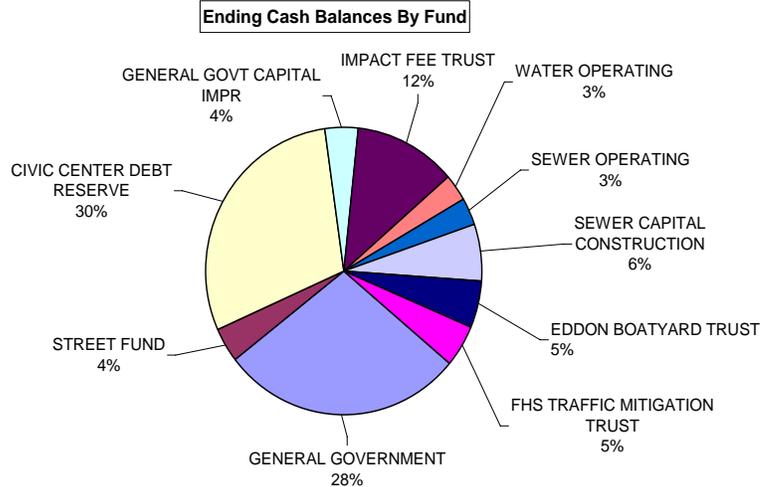
Water, Sewer and Storm operating revenues were 104%, 100% and 97% of budget (excluding beginning fund balances and year-end accruals). Water, Sewer and Storm expenses (excluding ending fund balances) were 86%, 87% and 86% of budget.

**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF DECEMBER 31, 2006**

DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
GENERAL GOVERNMENT	\$ 2,689,243	\$ 8,246,436	\$ 7,889,322	\$ (118,068)	\$ 2,928,288
STREET FUND	706,817	2,294,640	2,254,874	(336,214)	410,368
DRUG INVESTIGATION FUND	10,729	8,829	8,646	124	11,036
HOTEL-MOTEL FUND	272,198	240,104	278,336	(8,208)	225,758
PUBLIC ART CAPITAL PROJECTS	40,454	12,257	-	-	52,711
PARK DEVELOPMENT FUND	92,986	103,522	183,819	2,855	15,544
CIVIC CENTER DEBT RESERVE	2,086,382	932,565	-	-	3,018,947
LTGO BOND REDEMPTION	11,965	905,025	904,821	(303)	11,866
2000 NOTE REDEMPTION	16,069	185,436	169,754	-	31,751
LID NO. 99-1 GUARANTY	83,932	3,755	-	-	87,686
UTGO BOND REDEMPTION	1,581	254,952	206,650	-	49,883
PROPERTY ACQUISITION FUND	314,021	387,735	570,737	(1,765)	129,254
GENERAL GOVT CAPITAL IMPR	335,014	476,861	400,000	-	411,876
IMPACT FEE TRUST	407,534	841,339	-	(9,736)	1,239,138
WATER OPERATING	117,807	866,654	659,464	(18,451)	306,546
SEWER OPERATING	285,832	1,675,256	1,605,007	(36,278)	319,802
UTILITY RESERVE	112,569	42,231	-	-	154,800
UTILITY BOND REDEMPTION	76,365	253,136	313,289	(179)	16,033
SEWER CAPITAL CONSTRUCTION	1,370,665	784,221	1,150,104	(341,525)	663,257
STORM SEWER OPERATING FUND	248,313	430,059	520,013	(37,128)	121,231
WATER CAPITAL ASSETS	155,517	135,826	51,049	(33,747)	206,546
LIGHTHOUSE MAINTENANCE TRUST	1,857	83	-	-	1,940
EDDON BOATYARD TRUST	711,027	22,743	183,568	(10,288)	539,914
FHS TRAFFIC MITIGATION TRUST	-	502,266	9,644	-	492,623
	<u>\$ 10,148,874</u>	<u>\$ 19,605,930</u>	<u>\$ 17,359,097</u>	<u>\$ (948,911)</u>	<u>\$ 11,446,798</u>

**COMPOSITION OF CASH AND INVESTMENTS
AS OF DECEMBER 31, 2006**

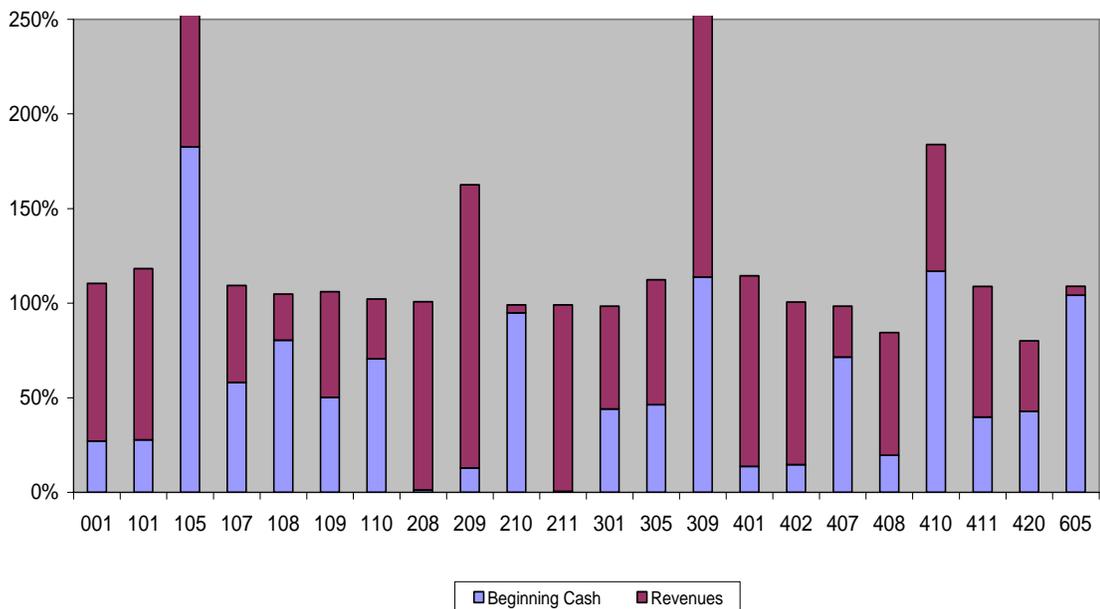
	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK			1,523,474
LOCAL GOVERNMENT INVESTMENT POOL		5.2134%	8,223,024
FEDERAL HOME LOAN BANK	05/03/10	5.0000%	700,000
FEDERAL NATL MTG ASSN	12/22/09	5.4500%	1,000,000
			<u>\$ 11,446,798</u>



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF DECEMBER 31, 2006**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 9,904,140	\$ 10,935,679	\$ (1,031,539)	110%
101	STREET FUND	2,538,047	3,001,456	(463,409)	117%
105	DRUG INVESTIGATION FUND	5,874	19,558	(13,684)	333%
107	HOTEL-MOTEL FUND	468,268	512,302	(44,034)	109%
108	PUBLIC ART CAPITAL PROJECTS	50,314	52,711	(2,397)	105%
109	PARK DEVELOPMENT FUND	185,391	196,507	(11,116)	106%
110	CIVIC CENTER DEBT RESERVE	2,953,311	3,018,947	(65,636)	102%
208	LTGO BOND REDEMPTION	910,894	916,990	(6,096)	101%
209	2000 NOTE REDEMPTION	123,952	201,505	(77,553)	163%
210	LID NO. 99-1 GUARANTY	88,460	87,686	774	99%
211	UTGO BOND REDEMPTION	259,000	256,533	2,467	99%
301	PROPERTY ACQUISITION FUND	713,433	701,756	11,678	98%
305	GENERAL GOVT CAPITAL IMPR	722,433	811,876	(89,443)	112%
309	IMPACT FEE TRUST	358,315	1,248,874	(890,559)	349%
401	WATER OPERATING	860,530	984,461	(123,931)	114%
402	SEWER OPERATING	1,950,344	1,961,087	(10,743)	101%
407	UTILITY RESERVE	157,308	154,800	2,508	98%
408	UTILITY BOND REDEMPTION	390,054	329,501	60,553	84%
410	SEWER CAPITAL CONSTRUCTION	1,172,274	2,154,886	(982,612)	184%
411	STORM SEWER OPERATING FUND	623,400	678,372	(54,972)	109%
420	WATER CAPITAL ASSETS	363,765	291,342	72,423	80%
605	LIGHTHOUSE MAINTENANCE TRUST	1,782	1,940	(158)	109%
607	EDDON BOATYARD TRUST	719,000	733,770	(14,770)	102%
608	FHS TRAFFIC MITIGATION TRUST		502,266	(502,266)	
		\$ 25,520,289	\$ 29,754,804	\$ (4,234,515)	114%

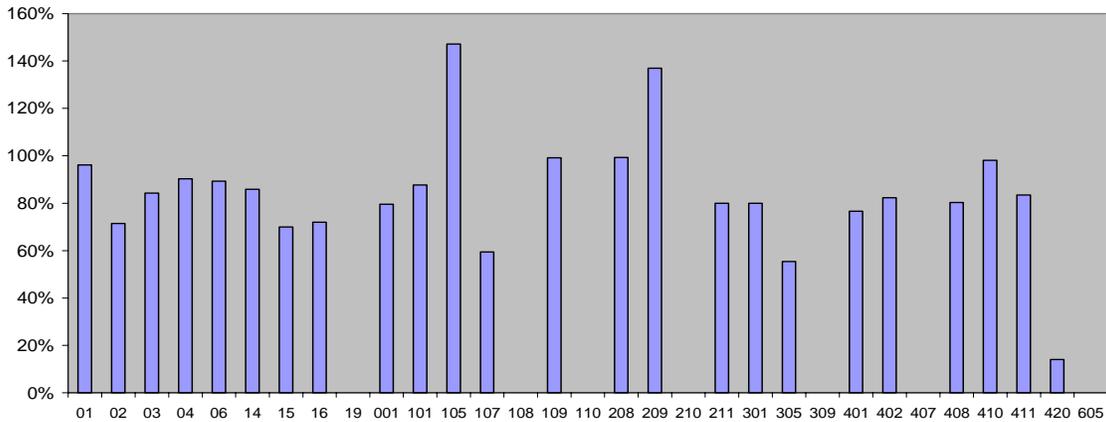
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING DECEMBER 31, 2006**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 2,470,445	\$ 2,375,117	\$ 95,328	96%
02	LEGISLATIVE	35,600	25,450	10,150	71%
03	MUNICIPAL COURT	547,000	461,000	86,000	84%
04	ADMINISTRATIVE/FINANCIAL	895,800	808,768	87,032	90%
06	POLICE	2,279,680	2,036,884	242,796	89%
14	COMMUNITY DEVELOPMENT	1,427,890	1,234,990	192,900	86%
15	PARKS AND RECREATION	968,300	677,519	290,781	70%
16	BUILDING	374,600	269,595	105,005	72%
19	ENDING FUND BALANCE	904,825	-	904,825	
001	TOTAL GENERAL FUND	9,904,140	7,889,322	2,014,818	80%
101	STREET FUND	2,538,047	2,254,874	283,173	88%
105	DRUG INVESTIGATION FUND	5,874	8,646	(2,772)	147%
107	HOTEL-MOTEL FUND	468,268	278,336	189,932	59%
108	PUBLIC ART CAPITAL PROJECTS	50,314	-	50,314	
109	PARK DEVELOPMENT FUND	185,391	183,819	1,572	99%
110	CIVIC CENTER DEBT RESERVE	2,953,311	-	2,953,311	
208	LTGO BOND REDEMPTION	910,894	904,821	6,073	99%
209	2000 NOTE REDEMPTION	123,952	169,754	(45,802)	137%
210	LID NO. 99-1 GUARANTY	88,460	-	88,460	
211	UTGO BOND REDEMPTION	259,000	206,650	52,350	80%
301	PROPERTY ACQUISITION FUND	713,433	570,737	142,696	80%
305	GENERAL GOVT CAPITAL IMPR	722,433	400,000	322,433	55%
309	IMPACT FEE TRUST	358,315	-	358,315	
401	WATER OPERATING	860,530	659,464	201,066	77%
402	SEWER OPERATING	1,950,344	1,605,007	345,337	82%
407	UTILITY RESERVE	157,308	-	157,308	
408	UTILITY BOND REDEMPTION	390,054	313,289	76,765	80%
410	SEWER CAPITAL CONSTRUCTION	1,172,274	1,150,104	22,170	98%
411	STORM SEWER OPERATING FUND	623,400	520,013	103,387	83%
420	WATER CAPITAL ASSETS	363,765	51,049	312,716	14%
605	LIGHTHOUSE MAINTENANCE TRUST	1,782	-	1,782	
607	EDDON BOATYARD TRUST	719,000	183,568	535,432	26%
608	FHS TRAFFIC MITIGATION TRUST	-	9,644	(9,644)	
		\$ 25,520,289	\$ 17,359,097	\$ 8,161,192	68%

Expenditures as a Percentage of Annual Budget



■ Dept/Fund

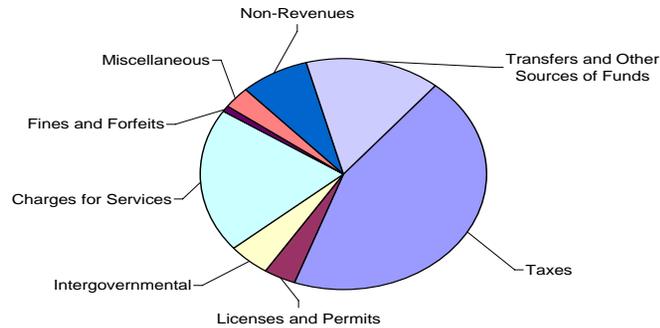
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 2006**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 8,716,714
Licenses and Permits	709,361
Intergovernmental	925,742
Charges for Services	3,946,480
Fines and Forfeits	180,182
Miscellaneous	601,028
Non-Revenues	1,555,781
Transfers and Other Sources of Funds	2,970,642
Total Revenues	<u>19,605,930</u>
Beginning Cash Balance	10,148,874
Total Resources	<u>\$ 29,754,804</u>

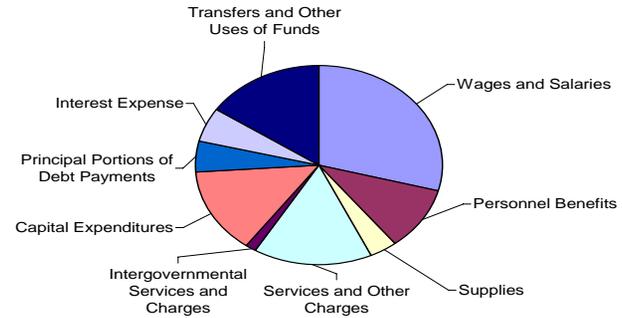
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 2006**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 5,053,717
Personnel Benefits	1,775,754
Supplies	662,786
Services and Other Charges	2,704,539
Intergovernmental Services and Charges	203,340
Capital Expenditures	2,408,303
Principal Portions of Debt Payments	907,390
Interest Expense	937,124
Transfers and Other Uses of Funds	2,706,144
Total Expenditures	<u>17,359,097</u>
Ending Cash Balance	11,446,798
Total Uses	<u>\$ 28,805,894</u>

Revenues by Type - All Funds



Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2006**

	SPECIAL REVENUE FUNDS													TOTAL SPECIAL REVENUE
	001	101	105	107	108	109	110	301	305	309	605	607	608	
	GENERAL GOVERNMENT	STREET	DRUG INVESTIGATION	HOTEL - MOTEL	PUBLIC ART PROJECTS	PARK DVLP FUND	CIVIC CTR DEBT RSRV	PROPERTY ACQUISITION	GEN GOVT CAPITAL IMP	IMPACT FEE TRUST FUND	LIGHTHOUSE MAINT	EDDON BOATYARD	FHS TRFC MITIGATION	
ASSETS														
CASH	\$ 165,072	\$ 23,120	\$ 622	\$ 12,719	\$ 2,970	\$ 876	\$ 74,308	\$ 7,282	\$ 23,205	\$ 69,812	\$ 109	\$ 539,914	\$ 492,623	\$ 1,247,559
INVESTMENTS	2,763,216	387,248	10,414	213,039	49,741	14,668	2,944,639	121,972	388,671	1,169,326	1,831	-	-	5,301,549
RECEIVABLES	1,098,362	18,985	-	25,373	-	-	-	-	-	-	-	-	-	44,358
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	4,026,650	429,353	11,036	251,131	52,711	15,544	3,018,947	129,254	411,876	1,239,138	1,940	539,914	492,623	6,593,466
LIABILITIES														
CURRENT	219,158	211,800	215	9,189	-	5,267	-	-	-	4,386	-	-	-	230,858
LONG TERM	24,213	3,217	-	-	-	-	-	-	-	-	-	-	-	3,217
TOTAL LIABILITIES	243,371	215,017	215	9,189	-	5,267	-	-	-	4,386	-	-	-	234,074
FUND BALANCE:														
BEGINNING OF YEAR	3,426,166	174,571	10,638	280,174	40,454	90,574	2,086,382	312,256	335,014	393,412	1,857	700,739	-	4,426,073
Y-T-D REVENUES	8,246,436	2,294,640	8,829	240,104	12,257	103,522	932,565	387,735	476,861	841,339	83	22,743	502,266	5,822,943
Y-T-D EXPENDITURES	(7,889,322)	(2,254,874)	(8,646)	(278,336)	-	(183,819)	-	(570,737)	(400,000)	-	-	(183,568)	(9,644)	(3,889,624)
ENDING FUND BALANCE	3,783,279	214,336	10,821	241,942	52,711	10,277	3,018,947	129,254	411,876	1,234,752	1,940	539,914	492,623	6,359,392
TOTAL LIAB. & FUND BAL.	4,026,650	429,353	11,036	251,131	52,711	15,544	3,018,947	129,254	411,876	1,239,138	1,940	539,914	492,623	6,593,466

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2006**

	208 LTGO BOND REDEMPTION	209 2000 NOTE REDEMPTION	210 LID 99-1 GUARANTY	211 UTGO BOND REDEMPTION	TOTAL DEBT SERVICE
ASSETS					
CASH	\$ 669	\$ 1,789	\$ 4,940	\$ 2,810	\$ 10,208
INVESTMENTS	11,197	29,962	82,746	47,073	170,978
RECEIVABLES	-	-	-	-	-
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	11,866	31,751	87,686	49,883	181,186
LIABILITIES					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	-	-
TOTAL LIABILITIES	-	-	-	-	-
FUND BALANCE:					
BEGINNING OF YEAR	11,661	16,069	83,932	1,581	113,243
Y-T-D REVENUES	905,025	185,436	3,755	254,952	1,349,168
Y-T-D EXPENDITURES	(904,821)	(169,754)	-	(206,650)	(1,281,225)
ENDING FUND BALANCE	11,866	31,751	87,686	49,883	181,186
TOTAL LIAB. & FUND BAL.	\$ 11,866	\$ 31,751	\$ 87,686	\$ 49,883	\$ 181,186
AFFECTED BOND ISSUES:					
	1997 L.T.G.O. Bonds	LID No. 99-1 Bond		2005 U.T.G.O. Bonds	
	2001 L.T.G.O. Bonds				
	2002 Skansie Bond				

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2006**

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
ASSETS								
CASH	\$ 17,365	\$ 18,112	\$ 8,721	\$ 903	\$ 37,367	\$ 6,830	\$ 11,637	\$ 100,935
INVESTMENTS	289,181	301,691	146,078	15,130	625,890	114,401	194,910	1,687,280
RECEIVABLES	125,936	278,211	-	-	-	91,657	-	495,804
FIXED ASSETS	3,537,426	8,452,880	-	-	1,636,259	639,403	370,869	14,636,836
OTHER	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,969,908	9,050,893	154,800	16,033	2,299,517	852,291	577,415	16,920,856
LIABILITIES								
CURRENT	23,315	49,893	-	264,729	4,431	17,259	109,163	468,791
LONG TERM	42,651	41,590	-	1,609,905	-	29,119	-	1,723,265
TOTAL LIABILITIES	65,966	91,483	-	1,874,634	4,431	46,379	109,163	2,192,056
FUND BALANCE:								
BEGINNING OF YEAR	3,696,752	8,889,161	112,569	(1,798,449)	2,660,968	895,866	383,475	14,840,343
Y-T-D REVENUES	866,654	1,675,256	42,231	253,136	784,221	430,059	135,826	4,187,382
Y-T-D EXPENDITURES	(659,464)	(1,605,007)	-	(313,289)	(1,150,104)	(520,013)	(51,049)	(4,298,925)
ENDING FUND BALANCE	3,903,942	8,959,410	154,800	(1,858,601)	2,295,086	805,912	468,252	14,728,800
TOTAL LIAB. & FUND BAL.	\$ 3,969,908	\$ 9,050,893	\$ 154,800	\$ 16,033	\$ 2,299,517	\$ 852,291	\$ 577,415	\$ 16,920,856

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF DECEMBER 31, 2006**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	TOTAL ALL FUND TYPES
ASSETS						
CASH	\$ 165,072	\$ 1,247,559	\$ 10,208	\$ 1,422,839	\$ 100,935	\$ 1,523,774
INVESTMENTS	2,763,216	5,301,549	170,978	8,235,744	1,687,280	9,923,024
RECEIVABLES	1,098,362	44,358	-	1,142,720	495,804	1,638,524
FIXED ASSETS	-	-	-	-	14,636,836	14,636,836
OTHER	-	-	-	-	-	-
TOTAL ASSETS	4,026,650	6,593,466	181,186	10,801,302	16,920,856	27,722,158
LIABILITIES						
CURRENT	219,158	230,858	-	450,015	468,791	918,806
LONG TERM	24,213	3,217	-	27,429	1,723,265	1,750,694
TOTAL LIABILITIES	243,371	234,074	-	477,445	2,192,056	2,669,500
FUND BALANCE:						
BEGINNING OF YEAR	3,426,166	4,426,073	113,243	7,965,481	14,840,343	22,805,824
Y-T-D REVENUES	8,246,436	5,794,331	1,349,168	15,380,734	4,187,382	19,605,930
Y-T-D EXPENDITURES	(7,889,322)	(3,861,012)	(1,281,225)	(13,022,358)	(4,298,925)	(17,359,097)
ENDING FUND BALANCE	3,783,279	6,359,392	181,186	10,323,857	14,728,800	25,052,657
TOTAL LIAB. & FUND BAL.	\$ 4,026,650	\$ 6,593,466	\$ 181,186	\$ 10,801,302	\$ 16,920,856	\$ 27,722,158



TO: CITY COUNCIL
FROM: MAYOR CHUCK HUNTER
SUBJECT: MAYOR PRO TEM / STANDING COUNCIL COMMITTEES /
PIERCE COUNTY REGIONAL COUNCIL
DATE: JANUARY 22, 2007

Each year, at the second meeting of the year, Council is to elect a Mayor Pro Tem. I would like to thank Councilmember Steven Ekberg for serving in this capacity during the past two years. I would like Council to agree to who shall serve in this capacity during 2007 and make a motion to appoint.

Pierce County Regional Council is asking for appointment of a representative and an alternate to attend their meetings. I want to thank Councilmember Young for acting in this capacity for several years and ask if he would like to continue to be the city's representative. If he declines, then another representative needs to be appointed.

On another note, the Standing Council Committees have been in effect for a year. Per GHMC 2.51.040, the Mayor may make a recommendation for appointment may be made annually after each council election, or more frequently, but in no event more frequently than annually unless vacancies occur.

If you wish to continue to serve on the same committees, then no changes will be made. If you are interested in serving on a different committee than you are already on, please indicate your choice below, and a recommendation will be brought back at the next meeting. Please indicate your 1st, 2nd, 3rd, 4th, and 5th choices in order of interest. Please return this to the City Clerk by January 31st.
Thank you.

<u>Committees</u>	<u>Order of Choice</u>
Finance and Safety	_____
Operations and Public Projects	_____
Planning and Building	_____
Inter-governmental Affairs	_____
Board and Commission Candidate Review	_____

Name: _____