

Gig Harbor City Council Meeting

**January 14, 2008
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
January 14, 2008 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

SWEARING IN CEREMONY: Councilmembers Ken Malich, Jim Franich, and Paul Conan.

EXECUTIVE SESSION: For the purpose of discussing potential litigation RCW 42.31.110 (1)(i) and property acquisition per RCW 42.31.110 (c).

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of December 10, 2007 and Special City Council Meeting of December 20th.
2. Council Committee Reports: a) Finance / Safety Committee Dec.17th
3. WWTP Wetlands Survey Report – Consultant Services Contract/Grette & Assoc.
4. Phase 1 / Triangle Study R-2 Zone – Consultant Services Contract/Saltbush & Assoc.
5. Liquor License Application: Uptown Galaxy.
6. Liquor License Assumption: Gig Harbor Chevron
7. Liquor License Renewals: Thai Hut Thai; Cigar Land; GH Chevron; Brix 25.
8. Approval of Payment of Bills for Dec. 24, 2007:
Checks #56198 through #56365 in the amount of \$441,383.05.
9. Approval of Payment of Bills for Jan. 14, 2008:
Checks #56366 through #56529 in the amount of \$1,220,558.90.
10. Approval of Payment of Payroll for December:
Checks #4949 through #4978 and direct deposits in the amount of \$322,368.82.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Public Hearing and Resolution Adopting Water Use Efficiency Goals.
2. Appointments: Council Committees / Mayor Pro Tem
3. Public Meeting – Notice of Intention – Atkinson Annexation.
4. YMCA Agreement.
5. Street Naming at the 72nd Street Plat.
6. Shoreacres Water Contract.
7. History Museum Contract Extension.
8. Recommendation for Naming the Park on 50th Street.
9. Planning Commission Work Program.

STAFF REPORT:

Gig Harbor Police Department - November and December Monthly Reports.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, Jan. 23rd at 9:00 a.m. in Community Rooms A & B.
2. Finance & Safety Committee Special Meeting – January 22nd at 5:00 p.m.
3. Boards & Commissions Candidate Review – Mon. Jan. 28th at 4:30 p.m.
4. Special City Council Meeting: Joint Workstudy Session with the Lodging Tax Advisory Board - Monday, Feb. 4th at 6:00 p.m.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 10, 2007

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

CALL TO ORDER: 6:00 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of November 26, 2007
2. Receive and File: a) BB16 Workstudy Session Nov. 19, 2007; b) Building and Fire Safety Department Monthly Report.
3. Committee Reports: a) Legislative Affairs Committee Minutes 10/8/07
4. Dept. of Natural Resources Grant Agreement – Eddon Boat Bulkhead Removal.
5. 56th and Olympic Improvement Project – Change Order No. 2.
6. Cultural Resources Assessment Onshore Outfall Replacement – Consultant Services Contract.
7. Wastewater Treatment Plant Centrifuge Procurement.
8. Uptown Gig Harbor Right-of-Way Easement Agreements.
9. Resolution - Surplus Equipment.
10. Aeration Basin Walkway – Contract Authorization.
11. Westside Park Cultural Resources Assessment – Consultant Services Contract.
12. Escrow Agreement for Retainage – 45th St. Ct. Pedestrian Improvements.
13. Liquor License Application for Added Privilege – Tides Tavern.
14. Approval of Payment of Bills for Dec. 10, 2007:
Checks #56071 through #56197 in the amount of \$1,473,476.02.
15. Approval of Payment of Payroll for November:
Checks #4921 through #4948 and direct deposits in the amount of \$313,807.46.

MOTION: Move to adopt the Consent Agenda as Presented.
Franich / Ekberg – unanimously approved.

OLD BUSINESS:

1. Lease of Tidelands with Peter Stanley. Carol Morris, City Attorney, explained that Council asked staff to research information to determine the amount of rent for this piece of tidelands, which has been provided from a survey done by the Department of Natural Resources. She then suggested two changes to the lease. The first is to add that each time that the lease is renewed Council will be allowed to renegotiate the terms. The second change is to add the amount of the rent and then forward the final lease to Peter Stanley for approval.

James Morton, Attorney – 3402 Cabrini Lane NW. Mr. Morton said that this is the 32nd Anniversary of Dylan Enterprises, Inc. who leases and owns the Tides Tavern. Improvements to the dock resulted in a 5x8 portion that extends onto the city tidelands.

He explained that the Department of Natural Resources has experienced difficulty in assessing tidelands and developed a statute to calculate the cost. The small space of city tideland would amount to \$.40 a square foot, or \$14 per year. They have already signed a lease with DNR for the remainder of the tidelands.

MOTION: Move to approve the lease with the suggested changes by the City Attorney to Section 3.4 and to insert an annual rate of \$14.00 per year.
Ekberg / Conan - unanimously approved.

2. Public Hearing and Second Reading of Ordinance – 2007 Comprehensive Plan Amendments. Tom Dolan, Planning Director, presented the background on three Comprehensive Plan Amendments. He described minor amendments to the document to correct internal inconsistencies within the comp plan. He offered to answer questions.

The Mayor opened the public hearing on these three ordinances at 6:09 p.m. No one came forward to speak and the hearing was closed.

MOTION: Move to approve Ordinance No. 1118 adopting the 2007 Comprehensive Plan Amendments.
Young / Payne – unanimously approved.

3. Second Reading of Three Ordinances – Rate Increase for Water, Sewer, and Stormwater. David Rodenbach presented these three ordinances to increase utility rates. He explained that this is the third in a series of rate increases for water and sewer based on a rate study done in 2003. He explained that 25% increase to storm water rates is not based on a rate study, but is needed to meet the increasing NPDES Phase II requirements for the Wastewater Treatment Plant.

Councilmember Franich asked if a study would be done to determine the dollar amount needed to meet future stormwater needs. Mr. Rodenbach responded that he didn't anticipate hiring a consultant to perform a study, as the stormwater Capital Improvement Project and NPDES requirements determine the needs. Councilmember Franich said he understands that we need incremental rate increases, but he would like to explore using General Fund money pay for some of these services.

MOTION: Move to adopt Ordinance No. 1119 adjusting the water rates.
Ekberg / Young – unanimously approved.

MOTION: Move to adopt Ordinance No. 1120 adjusting the sewer rates.
Ekberg / Dick – unanimously approved.

MOTION: Move to adopt Ordinance No. 1121 adjusting the stormwater rates.
Ekberg / Dick – unanimously approved.

NEW BUSINESS:

1. Resolution - Declaring Surplus City Real Property. David Brereton, Community Development Director, presented this resolution to surplus property on Soundview Drive which appraised for approximately \$50,000. He said that the process would involve advertising the sale of the property and accepting sealed bids.

After further discussion, Councilmember Franich made the following amendment to the resolution.

MOTION: Move to adopt Resolution No. 734 with an amendment to add a section that directs the proceeds from the sale to be placed in the Street Capital Fund.
Franich / Dick – unanimously approved.

2. Public Hearing - Burnham / Borgen / Highway 16 Preferred Alternatives. Rob Karlinsey, City Administrator, gave a brief overview of the process to narrow the choice of preferred alternatives. He explained that quite a bit of public outreach had been done to obtain input during the process. He introduced David Skinner from HDR Engineering.

Mr. Skinner said that the next step in the process is to determine which alternative or alternatives to carry forward in the environmental documentation process. He stressed that any environmental studies should be consistent with the National Environmental Policy Act so as to not rule out the opportunity for Federal Funding and to address the involvement by the Corp of Engineers if there are salmon bearing streams that might be impacted. He briefly described the NEPA process. He then explained the challenges of filing a Supplemental EIS, and said that the Environmental Assessment or Documented Categorical Exclusion processes are more streamlined for transportation projects of this type. He said that the choice of environmental process will be based on which alternatives will be carried forward.

Mr. Skinner then gave a brief summary of each of the alternatives. He explained that the pros and cons of each alternative have been discussed at public meetings on several occasions. He said that when consideration each alternative they looked at the advantages and disadvantages of traffic patterns, environmental impacts, safety concerns, constructability, phasing, and interaction with interim improvements. Each performance characteristic was given a score which was then divided by construction costs to come up with a value index. He said that this value index is reflected in the matrix provided to Council.

Mayor Hunter opened the public hearing at 6:36 p.m.

John Sharp – 11412 66th Ave NW. Mr. Sharp spoke in favor of the Split Diamond Concept because from what he has read and studies, it offers the best long-term solution. He said that along with this alternative there are current flaws that need to be

addressed. He stressed that Harbor Hill Drive needs to be four lanes and described the problem with turning into businesses along this roadway and drivers making u-turns at the entrance of Costco.

David Morris – 6018 106th Ave. NW. Mr. Morris said he and his family have been business owners on Highway 16 since the 1950's. He said that most of the attention has been directed to the impacts on the development on the east side of the freeway. He said that the business community on the west side was promised access when they sold right of way to the state to construct the current split diamond interchange. In addition, the County has relied on that commitment for zoning upgrades to commercial, industrial and retail on the west side of the highway. He explained that there would be a couple hundred acres dramatically impacted by the availability of direct access to the Burnham Interchange. The Split Diamond Alternative would benefit the businesses on the east side of Highway 16 but it would be devastating to the business community on the west side resulting in a huge economic impact. He asked that access to this area be preserved for both the business community that has been there for over fifty years, as well as the residents.

Walt Smith – representing property at 11302 Burnham Drive. Mr. Smith said that he is in favor of the Split Point Urban Exchange because he feels the shortest distance between points is a straight line. When people are confused it causes accidents. He explained that it was hard when the roundabouts were built, but people are using them adequately now. He said that the confusion with the Split Diamond and eliminating accesses at Borgen Boulevard doesn't make sense. He explained that he worked with Pope & Talbot, Mayor McCarty and Mike Wilson to bring sewer and water to help plan for this area which he believes will be the next to be developed. He urged Council to consider this.

Terry Lee – 7112 108th Street NW. County Councilmember Lee said that he has been part of the conversation to develop these alternatives for quite some time and that he can see the benefits of each. He continued to explain that he likes a lot of the Split Diamond concept, but he absolutely doesn't like the loss of the on/off ramp westbound on SR16. He said he tries to resist meddling in city issues, but the decision Council makes in respect to the alternatives to the Burnham Interchange is going to greatly affect a large constituent base that he represents. He said if you eliminate the on/off ramp, you will be forcing the folks in the North Rosedale area onto the Wollochet Interchange which is beyond capacity already. He asked that whatever alternative Council chooses, that they consider not closing the on/off ramp westbound at SR-16.

Bud Wagner – 4204 27th Ave. NW. Mr. Wagner, Vice President of Marketing and Communications for Franciscan Health Systems. He said they have been working since 2003 to build St. Anthony Hospital and collaborated with the city and other community leaders to find short and long-term solutions to traffic problems at Gig Harbor North. He said that they believe that the SPUJ would provide excellent access to the hospital and Gig Harbor North over the long-term. He said if the Split Diamond is chosen, then they want to make sure that funding is included for improvements along Burnham Boulevard

to widen the roadway, add shoulders and turn lanes to accommodate emergency vehicles. He also recommended exploring the feasibility of an emergency only slip lane off Highway 16 onto Canterwood Boulevard. He echoed the sentiments regarding any interim improvements contribute towards the “big fix.” He said that there have been many productive meetings with the Mayor, City Administrator and Staff on how future mitigation efforts fit into the bigger project; they look forward to continued conversations.

John Chadwell – Olympic Property Group, 4423 Pt. Fosdick Drive Suite 302. Mr. Chadwell said that first and foremost, we have to remember that we are trying to find the long-term solution. He said that in reading the Level II Screening Assessment, it is clear that there is only one alternative that works. The Split Diamond’s performance is 125% better than the second-best alternative and 150% better by value than the second-best alternative. If you dig deeper, the Split Diamond is modeled 100% for environmental impacts, costs and etcetera. The other alternatives require significant transportation improvements in order to work. He suggested that if Council moves forward with more than just the Split Diamond Concept, that the additional improvements needed to make the alternative work be included. He noted that Gig Harbor already has a working Split Diamond Interchange at 36th, 24th and Highway 16. He agreed comments that Council makes the best value choice for the citizens and property owners.

Scott Jung – no address given. Mr. Jung, a business owner on Burnham and PenMet Parks Commissioner, said he prefers the Split Diamond Alternative. He said that understands the reason for closing the existing off ramp is due to the accelerator lane, and asked about the possibility of eliminating the on ramp at the first interchange if you could leave the other two it would enable the current access on and off SR16. He also asked if provisions are being made for the Cushman Trail access to the new Homestead Park. He mentioned Highway 302 and 144th which aren’t being considered in this and the impact on the future growth to Canterwood and Peacock Hill. A through lane off to the side so that you wouldn’t have to go through the light at Purdy to get across the bridge would be another alternative. More alternatives are better, which is why he favors the Split Diamond Alternative.

Barb Magnuson – 5801 108th Street. Ms. Magnuson said she lives in the area east of Burnham, west of Highway 16. She asked if the Fire Department had been included in discussion as they access the freeway at the interchange. She voiced concern with the Split Diamond Alternative that emergency vehicles would be cut off from Purdy.

Rob Karlinsey responded that staff met with various stakeholders including law enforcement, the fire district, Pierce Transit, and others. The fire district said that they prefer the SPUI over the Split Diamond. If the city does choose the Split Diamond Alternative, they would like additional interchange options such as an interchange at 144th.

Mayor Hunter closed the public hearing at 6:57 p.m.

Councilmember Dick asked for clarification on planned improvements along Burnham Drive and access issues along Harbor Hill Drive if the Split Diamond Alternative is chosen.

David Skinner responded that the improvements to Burnham Drive between the new roundabout and the existing were not included because they are already listed in the city's Six-Year Capital Improvement Program. He responded that yes, improvements on Burnham would be necessary. Regarding the concerns about Harbor Hill, the capacity on a single lane roadway depends upon the number of entrances and how you control access. This could be addressed with two-way turn lanes or dedicated right and/or left turn pockets. He continued to explain that they do not anticipate widening Harbor Hill Drive, stressing that the intersections control capacity.

Councilmember Dick said that the advantage of the Split Diamond Alternative is the future adaptability. He asked if there is a way to adopt the Split Diamond to accommodate a more convenient westbound access.

Mr. Skinner said that there are other solutions, but the ones they explored are the fully-developed 20-year traffic needs. What could be considered is phasing the growth and what needs to be done; to look at maintaining the existing ramp for the next 5-10 years but still do something to facilitate the distribution of traffic and to allow the interchange to continue to function adequately. One or the other existing ramps might remain if other improvements are made to remove some of the traffic in the existing roundabout.

Councilmember Ekberg thanked staff and the consultants for the outreach efforts. The meetings were well attended and the comments were well thought out and diverse. He said that Council is not here to design freeway interchanges, but to look at all the information and to make a decision. He said that the report shows a clear reason to look at the Split Diamond further, however, this has far-reaching and serious impact to the community and so he would like to see the SPUI move forward for further analysis as well. That extra information on both will help Council to decide something that is so important to the community.

Councilmember Young concurred with this and asked that the impacts to the businesses and residents on the west side be addressed. He added that ironically some of the residents on the west side prefer the Split Diamond Alternative because it would discourage development. He said that he would build the SPUI tomorrow if it would work, but it won't work unless other projects that the city doesn't largely control are constructed. The advantage of the Split Diamond is that it spreads the traffic out into more of a grid.

Mayor Hunter said that he is in favor of bringing both the SPUI and the Split Diamond forward. He said that it is an economic rather than technical design issue. The Hospital Benefit Zone funding is contingent upon sales tax collected in that area, and if it becomes difficult for the businesses it will be trouble.

Councilmember Payne concurred with the suggestion to bring both alternatives forward.

Councilmember Dick said that this is clearly the biggest decision during his tenure as Councilmember. He said that it is a difficult decision to make because each option has problems and at this stage you cannot assume one of the alternatives, as is, will “fly”. He said that for him, the issue of adaptability for the future is important and that is why he has concerns with the SPUI. He also said he has serious concern with the issue of westbound access citing part of the difficulty of the lack of control over what the state does at SR302. He stressed that the Split Diamond has more opportunity and the only one that takes traffic away from the interchange and has future capability for another crossing, but has a significant weakness in access for westbound traffic.

MOTION: Move to move forward the Split Diamond and the SPUI forward for further analysis.
Ekberg / Franich – unanimously approved.

3. Master Fee Resolution. David Rodenbach, Finance Director, presented the annual master fee update. He explained that the main purpose is to keep up with the cost of living increase and adds a few new fees.

Councilmember Payne asked what the increase back in May was based upon. Mr. Rodenbach responded that the increase was long overdue as the last adjustment was several years ago. The CPI was applied to some fees; others were what it costs to provide the service. He explained that most of the work is labor intensive and so correspondingly, the CPI is a good measure to use for increases.

Councilmember Franich asked if this increase would occur annually. He said that there was a substantial increase in fees earlier, and asked whether there had been time to track whether the last increase was sufficient.

Mr. Rodenbach responded yes, he anticipates an annual increase of fees. He said that the goal isn't to be in line with neighboring jurisdictions, but to recover a portion of the cost to provide the service. A large portion of the fees funded additional staff to keep up with the growth.

Councilmember Franich said that it seems the increases should be tied to the level of activity, not just a blanket increase.

Councilmember Young commented that if the rates aren't increased gradually, inflation will erode the level of service. That is why several developers spoke in support of the last fee increase because they wanted better service.

Councilmember Ekberg added that another issue is if you do it annually, you avoid a big jump. This is a much more realistic approach to fee management and he is glad that it will be coming back each year.

Councilmember Young suggested that every five years a fee study be performed to make sure all the fees are in line.

Councilmember Franich said that this year the level of activity has generated a million dollars in permits and fees. Next year there will be 1.5 million dollars generated. When things get busy at his work they just do more, not hire more people.

Councilmembers stressed that you have to adjust staff accordingly to accommodate growth.

MOTION: Move to move adopt Resolution No. 735.
Payne / Dick – six voted in favor. Councilmember Franich voted no.

4. 2008 Lobbyist Contracts – Gordon Thomas Honeywell.

Councilmember Young recused himself due to a conflict of interest. He left the chambers.

Rob Karlinsey presented these two continuations of existing lobbying contracts. He said that the federal contract has mistakenly been left out of packet, adding that the fees are the same as approved in 2007. He pointed out minor errors that will be corrected if adopted this evening. One was to reduce the annual amount on the state contract to \$24,996.00 and on the federal contract; the written dollar amount needs to match the numerical dollar amount.

Councilmember Franich asked how we know we are getting the promised services and whether they are working harder to lobby for other jurisdictions that might pay more.

Mr. Karlinsey responded that they report their activities on a monthly basis. He explained that whenever there is a conflict, they use different staff members to represent different jurisdictions. He said that we have a pretty good idea what other cities are requesting and what they have gotten, but it can be hard to measure how lobbying efforts make a difference.

Councilmember Franich stressed that he firmly believes that this enables a huge problem. Lobbyist impact on what gets done and it's a shame that government has to have lobbyists for this purpose.

MOTION: Move to authorize the Mayor to sign a consultant services contract for Washington State Services with Gordon Thomas and Honeywell in an amount not to exceed Twenty-four thousand, nine hundred and ninety-six dollars.
Ekberg / Conan – six voted in favor. Councilmember Franich voted no.

MOTION: Move to move authorize the Mayor to execute a consultant services contract for federal governmental affairs with Gordon Thomas and Honeywell Government Affairs for an amount not to exceed Seventy-five thousand dollars with minor corrections as discussed. **Ekberg / Conan** – six voted in favor. Councilmember Franich voted no.

Councilmember Young returned at this time.

STAFF REPORT:

Rob Karlinsey, City Administrator, reported that staff is working on the purchase and sale agreement for the triangle property at Donkey Creek Park and stream easement. He said that he is going to bring an extension to the contract with the Peninsula Historical Society to Council in January. He also said that a firm has been hired to do a Phase I Environmental Analysis on the property.

PUBLIC COMMENT: None.

MAYOR’S REPORT / COUNCIL COMMENTS:

Mayor Hunter presented Councilmember Dick with a plaque recognizing his years of service on the City Council.

Councilmember Dick thanked the Mayor and then gave an overview of the highlights of his tenure on the Council including the acquisition of planned and unplanned park properties and the new Civic Center. He said that one of his pet peeve was not designating more money for road improvements, but that is changing and he hopes that this trend continues. He stressed that the city needs to enforce existing rules and minimize variances, saying that he hopes Council finds ways to effectuate this goal. If things are broken, then fix them; don’t waive the rules. He finalized by saying he has enjoyed working with each Councilmember and thanked them for the opportunity which has been both fun and worthwhile.

Councilmembers took turns voicing appreciation for Councilmember Dick’s perspective, professionalism, and knowledge of the issues. They thanked him for the time he served and said he would be missed.

ANNOUNCEMENT OF OTHER MEETINGS:

1. BB16 Open House for Gig Harbor North Businesses & General Public Welcome – Nov. 27th and Dec. 6th at 6:00 p.m. in Community Rooms A & B.
2. Planning & Building Committee – Mon., Dec. 3rd at 5:00 p.m. in Planning/Building Conference Room.
3. GH North Traffic Options Committee – Wednesday, December 19th, at 9:00 a.m. in Community Rooms A & B.
4. Finance Committee – Mon. Dec 17th at 4:00 p.m.

5. Special City Council Meeting – Mon. Dec. 17th at 6:00 p.m. – Eddon Boat Sediment Cleanup Bid Award.

ADJOURN:

MOTION: Move to adjourn at 7:53 p.m.
Franich / Young – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 31
Disk #2 Tracks 1- 16

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

SPECIAL GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 12, 2007

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

CALL TO ORDER: 4:50 p.m.

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

MOTION: Move to adjourn to Executive Session at 4:50 p.m. for the purpose of discussing potential litigation for approximately 30 minutes.
Franich / Conan – unanimously approved.

MOTION: Move to return to regular session at 5:20 p.m.
Conan / Kadzik – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 5:20 p.m.
Payne / Conan – four voted yes. Councilmember Dick voted no.

Charles L. Hunter Mayor Pro Tem

Molly M. Towslee, City Clerk

**Minutes of the Gig Harbor Finance and Safety Committee Meeting
Monday, December 17, 2007 ~ 4:00 p.m.**

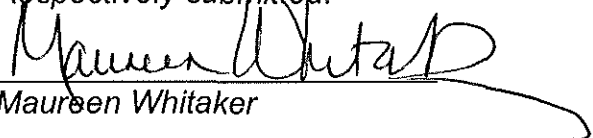
Present: Rob Karlinsey, Paul Conan, Dave Rodenbach, Steve Misiurak, Greg Settle of NW Capital Management, and Maureen Whitaker.

Absent: Jim Franich, Bob Dick.

Call to Order/Roll

The meeting was cancelled and rescheduled due to lack of a quorum of Council Committee members.

Respectively submitted: -


Maureen Whitaker



Business of the City Council
City of Gig Harbor, WA

Subject: Additional Wetland Survey, Report, and Supplemental Outfall Reports, Consultant Services Contract for Grette Associates, LLC.

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E. City Engineer

Proposed Council Action: Approve and execute the Consultant Services Contract.

For Agenda of: January 14, 2008

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 1/9/08

Approved as to form by City Atty:

Approved by Finance Director: [Signature] 1/19/08

Approved by Department Head: [Signature] 1/9/08

Table with 3 columns: Expenditure Required (\$31,938.08), Amount Budgeted (\$10,000,000), Appropriation Required (0)

INFORMATION / BACKGROUND

An essential component of the Treatment Plant expansion permitting process for the Wastewater and Sewer Outfall Expansion requires the preparation of wetland stream delineation, wetland stream report, and the updating of various environmental reports associated with the Outfall Expansion, be provided to the respective permitting agencies for review and comment.

FISCAL CONSIDERATION

Sufficient funds exist within the Sewer Capital to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Execute this Consultant Services Contract with Grette Associates, LLC in the amount not to exceed thirty one thousand, nine hundred thirty-eight dollars and eight cents (\$31,938.08).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRETT ASSOCIATES, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grette Associates, LLC, a corporation organized under the laws of the State of Washington located and doing business at 2102 North 30th Street, Tacoma, WA 98403 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Wastewater Treatment Plant Expansion and Sewer Outfall Expansion Projects and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 8, 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirty One Thousand Nine Hundred Thirty Eight Dollars and Eight Cents (\$31,938.08) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by January 31, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig

Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
Grette Associates, LLC
ATTN: Matthew Boyle, Principal Biologist
2102 North 30th Street
Tacoma, WA 98403
(253) 573-9300

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2008.

CONSULTANT

By: Matthew Boyle
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
CONSULTANT:
Grette Associates, LLC
ATTN: Matthew Boyle, Principal Biologist
2102 North 30th Street
Tacoma, WA 98403
(253) 573-9300

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
)
COUNTY OF Pierce) ss.

I certify that I know or have satisfactory evidence that Matthew Boyle 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 Principal of Grette & Assoc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-9-08

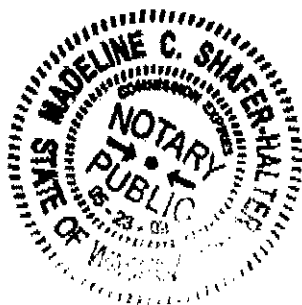
Madelin C. Shafer-Halter

MADELINE C. SHAFER-HALTER
(print or type name)

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

Allyn, WA

My Commission expires: 5-23-09



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 Scope of Work
DESCRIPTION OF WORK:

Task 100 – Wetland Delineation & Ordinary High Water Mark Determination

The City of Gig Harbor is proposing to upgrade the Sewage Treatment Plant. In order to complete local permitting applications, the City needs wetlands and streams near the site identified and delineated so that any effects on the buffers to those features can be controlled or offset to meet requirements of the City’s Critical Areas Ordinance. That work is outlined in Tasks 100-300. In addition, the City has received a request from the Corps of Engineers to amend documents that support the Federal Permits for the relocation of the marine outfall. The revisions to the application and biological evaluation are described in Tasks 400 and 500.

Grette Associates will perform background research and wetland delineation and Ordinary High Water Mark Determination for the project area associated with the Gig Harbor Sewage treatment plant Phase I and Phase II. Inspection will include reconnaissance for the presence of potentially regulated fish and wildlife habitat areas (i.e. streams) and wetlands in order to assess habitat restrictions, limitations, and assets for use in planning and site design. In addition, the inspection will include a visual reconnaissance of accessible adjacent areas within 315 feet of the site for regulated wetlands and fish and wildlife habitat areas. Grette Associates will visit the site and perform wetland boundary delineations and an Ordinary High Water Mark (OHWM) Determination on streams and drainages. The wetland delineations will be performed in accordance with the Washington State Department of Ecology’s *Washington State Wetlands Identification and Delineation Manual*, as well as the U.S. Army Corps of Engineers’ *Wetlands Delineation Manual*. Based on these manuals, wetland boundaries will be determined using vegetation, soil characteristics, and hydrologic features, and then flagged using alpha-numerically labeled surveyor’s flagging. Locations of soil test pits will also be marked in the field. The locations of the wetland boundary, OHWM flagging and soil test pits will be surveyed using dGPS by Grette Associates staff.

An estimated budget for Task 100 is as follows:

Staff	Rate	Units	Total
Biologist 1	\$ 80.00	60	\$4,800.00
Principal Biologist	\$150.00	8	\$1,200.00
Administrative	\$ 67.00	1	\$ 67.00
Mileage	\$.485	40	\$ 19.40
Supplies	\$100.00	1.08	\$ 108.00
dGPS	\$200.00	1	\$ 200.00
Bridge tolls	\$ 3.00	2.08 (2 trips)	\$ 6.48
Total Task 100			\$6,400.88

Task 200 – Wetland and Stream Assessment Report

Upon completion of the on-site inspection, Grette Associates will prepare a written report outlining the results of the investigation and methods used to identify, classify and delineate wetlands and drainages on or adjacent to the subject parcels. The report will include a map showing the location of wetland boundaries and stream OHWM in relation to the property boundaries, as well as the locations of other major habitat features. This Task assumes proposed development envelopes will not infringe on critical areas and their associated buffers. Preparation of permit applications, wetland certification forms, agency coordination/negotiation, sign placement/certification, and preparation/negotiation of impact mitigation plans are not included in this task.

An estimated budget for Task 200 is as follows:

<u>Staff</u>	<u>Rate</u>	<u>Units</u>	<u>Total</u>
Biologist 1	\$ 80.00	60	\$4,800.00
Principal Biologist	\$150.00	12	\$1,800.00
Administrative	\$ 67.00	4	\$ 268.00
Total Task 200			\$6,868.00

Task 300 – Stream Buffer Mitigation and Enhancement Plan

Grette Associates will prepare a Stream Buffer Mitigation and Enhancement Plan. This task will include a site visit to document approximate existing areas of native and non-native vegetation and document the approximate area of existing nonconforming intrusions into the on-site stream buffers. The plan will include a planting plan to address temporary and permanent impacts to the stream buffers. This will include specifications for native plant species, and a map showing installation placement. This Task includes one pre-installation meeting with the landscape contractor and one post-installation inspection to insure the plants were installed per plan. This Task does not include long-term monitoring.

An estimated budget for Task 300 is as follows:

<u>Staff</u>	<u>Rate</u>	<u>Units</u>	<u>Total</u>
Biologist 1	\$ 80.00	50	\$4,000.00
Principal Biologist	\$150.00	10	\$1,500.00
Administrative	\$ 67.00	1	\$ 67.00
Total Task 300			\$5,567.00

Task 400: JARPA Revision

Cosmopolitan Engineering Group will revise the area of impact calculations based on design changes and subsequently prepare a Joint Aquatic Resources Permit Application (JARPA) revision for submission to the U.S. Army Corp of Engineers (“Corps”). The revised document will detail changes to the outfall extension project description and anticipated environmental impacts, and will include updated engineering drawings. This task includes mileage and time for one meeting at the Seattle District Corps offices. If needed, further post-submission coordination will require an additional task authorization. An estimated budget for Task 400 is as follows:

An estimated budget for Task 400 is as follows:

<u>Staff</u>	<u>Rate</u>	<u>Units</u>	<u>Total</u>
Senior Project Engineer/Principal	\$173.48	4	\$693.92
Project Engineer	\$114.45	12	\$1,373.40
AutoCAD Manager	\$103.85	6	\$623.10
Staff Total			\$2,690.42
Expenses			
Mileage	\$0.485	62	\$30.07
Expenses Total			\$30.07
	Task Subtotal		\$2720.49
Subcontracting Expenses	\$1.08		217.64
	Task Total 400		\$2,938.13

Task 500: Biological Evaluation Addendum

Grette Associates will prepare and submit to the Corps an addendum to the Biological Evaluation (BE) originally submitted in May of 2002. The addendum will take into account an updated project description and anticipated impacts on Puget Sound Steelhead and Southern Resident killer whale, which have been listed under the Endangered Species Act (ESA) since the submission of the original BE. Critical habitat has also been recently designated for Puget Sound chinook salmon and Southern Resident killer whale, and the bald eagle has been delisted. This task includes time for one round of document review and initial post-submission coordination with the Corps (6 hours of principal time and 12 hours of biologist time). If needed, further post-submission coordination will require an additional task authorization. Mileage and time for one meeting at the Seattle District Corps offices is also included in this estimate. An estimated budget for Task 500 is as follows:

An estimated budget for Task 500 is as follows:

Staff	Rate	Units	Total
Senior Biologist/Principal	\$150.00	24	\$3,600.00
Biologist I	\$80.00	80	\$6,400.00
Administration	\$67.00	2	\$134.00
Staff Total			\$10,134.00
Expenses			
Mileage	\$0.485	62	\$30.07
Supplies Total			\$30.07
	Task Total 500		\$10,164.07

The costs for the total exhibit are as follows:

Task 100	\$6,400.88
Task 200	\$6,868.00
Task 300	\$5,567.00
Task 400	\$2,938.13
Task 500	\$10,164.07
Total Cost	\$31,938.08



Business of the City Council
City of Gig Harbor, WA

Subject: Robinson, Noble & Saltbush Consultants Contract - Phase I on Donkey Creek Triangle Parcel.

Proposed Council Action: Authorize the Mayor on behalf of Council to execute a Consultants Agreement for a Phase I Environmental Site Assessment on the Donkey Creek Triangle Parcel.

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: January 14, 2008

Exhibits: Consultant Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 1/9/08

Approved as to form by City Atty: [Signature]

Approved by Finance Director: [Signature] 1/9/08

Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$3,300, \$3,300, -0-

INFORMATION / BACKGROUND

As part of the Purchase and Sales Agreement with the Gig Harbor Peninsula Historical Society, the City initiated a Phase I Environmental Site Assessment for the Triangle parcel at Donkey Creek. This fulfills objective #20 in the Park Development Fund of the 2008 Budget. However, this is a 2007 expenditure because the work was performed in fiscal year 2007.

FISCAL CONSIDERATION

Adequate funds exist within the Park Development Fund to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize Mayor on behalf of Council to execute the Robinson, Noble & Saltbush Phase I Environmental Site Assessment on the Triangle parcel at Donkey Creek in the amount of \$3,300.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ROBINSON, NOBLE & SALTBUSH, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robinson, Noble & Saltbush, Inc., a corporation organized under the laws of the State of Washington located and doing business at Tacoma, Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in environmental services and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated December 6, 2007, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on lump sum amount, not to exceed three thousand three hundred dollars and no cents (\$3,300.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by January 11, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by

the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
Robinson, Noble & Saltbush, Inc.
ATTN: John Hildenbrand
3011 S. Huson St, Suite A
Tacoma, WA, 98409
(253) 475-7711

City of Gig Harbor
ATTN:
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

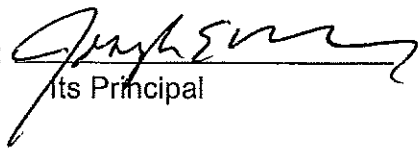
XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
Robinson, Noble & Saltbush, Inc.
ATTN: John Hildenbrand
3011 S. Huson St, Suite A
Tacoma, WA 98409
(253) 475-7711

City of Gig Harbor
ATTN:
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

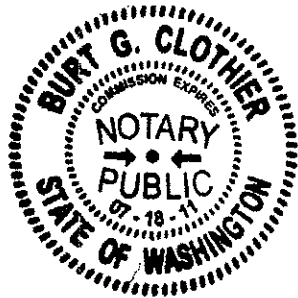
ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JOE DECKER 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 ROBINSON, NUBLE & SACTRUSH, INC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-8-08



[Signature]
BURT G. CLOTHIER
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:
3011 S. HUSON ST. W
TACOMA, WASHINGTON 98409

My Commission expires: 7-18-11

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**

**CITY OF GIG HARBOR
PURCHASE ORDER**

Purchase Order Number: 071206C

Request Date: 12/06/07

BILL TO and SHIP TO:							
City of Gig Harbor 3510 Grandview Street Gig Harbor WA 98335 (253)853-7633 FAX: (253)851-8563 David Rodenbach, Finance Director Robin Magee, A/P						1. Send invoice in duplicate to address listed. 2. Prepay shipping and charge on invoice. No COD. 3. City is not Sales Tax exempt. 4. Packing slips must be included in package. 5. Any change affecting quantity, price or delivery must be approved by the City. 6. Purchase accepted only on the terms described. 7. Inquiries concerning order call (253)851-8136.	
VENDOR:							
Saltbush Environmental Services						TERMS: NET 30	
805 Pacific Ave							
Tacoma, WA 98401-0505							
		FUND		DPT		AMOUNT	
Phone#							
Fax#							
Contact							
Qty	Unit	Description	Item #		PRICE	EXT	
		Phase I report on the southern most portion of parcel#0221061060 within Donkey Creek Park bordered by Austin & N Harborview Dr referenced as the triangle property				\$3,300.00	
		Expected completion date is 1/8/2008					
						Sub-Total	\$3,300.00
						Sales Tax	
						Shipping	
						Discount	
						Grand Total	\$3,300.00
Order Method:							
	Date	Initials					
Phone	_____	_____	Submitted by: <u>KITA DAWN STANTON</u>				
Fax	_____	_____	Approved: <u>[Signature]</u>				
Mail	_____	_____					
ETA	_____	_____					
Rec'd	_____	_____					

**General Fee Schedule
October 1, 2007
Exhibit B**

Professional Position	Typical Duties	Fee Per Hour
Principal Hydrogeologist/ Environmental Scientist	Service requiring the scientific expertise of company principals. Includes top-level project review and control, client liaison, and hydrogeologic analysis.	\$99 - \$156
Senior Associate	Senior Associate-level project management, client liaison, field services, project analysis, and report writing.	\$99 - \$136
Associate Hydrogeologist/ Environmental Scientist	Associate-level project management, client liaison, field services, project analysis, and report writing.	\$99 - \$114
Senior Hydrogeologist/ Environmental Scientist	Senior-level project management, client liaison, field services, data interpretation and analysis, and report writing.	\$87 - \$114
Project Hydrogeologist/ Environmental Scientist	Field services; data collection, reduction, interpretation and analysis; and report writing.	\$87 - \$99
Draftsperson/Technician	Technical illustration/CADD, production layout, technical aide.	\$70 - \$80

Service Category	Typical Duties	Fee Per Hour
Legal Support/Testimony	Expert witness services.	150% of above rates
Administrative Services	Contracts, technical specifications, administrative tasks, grammatical editing.	\$58 - \$72
Typist/Clerical Support	Word processing, report preparation or reproduction, general office tasks	\$52 - \$72
Subcontracts/Management Fee	Professional Services Outside Laboratory Services Construction Subcontracts	Negotiated 15% 15%
Other Costs	Travel (Auto) Travel (Other) Direct Other Expenses	\$0.58/mile Cost + 5% Cost + 5%
	Equipment Rental	See following page

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Hydrogeologic Equipment Rental Schedule
October 1, 2007**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water Level Transducer and Data Logger	First five days	\$80
	Each day thereafter	\$27.50
Field Laptop Computer	Per day	\$30
Electric Water Level Sounder(s)	0 to 300 ft	\$30
	over 300 ft	\$55
DC Submersible Purge Pump	Per pump	\$80
Double-Ring Infiltrometer	Per day	\$50
Schonstedt Gradient Magnetometer	Per day	\$75
Geonics EM-61 Metal Detector	Per day	\$500
Downhole Gamma/Resistivity/Temperature Logging Equipment (includes Draw Works)	Per day	\$1,100
Downhole Analog Caliper Logging Equipment	Per well	\$100
Draw Works	Per well	\$525
Mechanical Sieve Sample Equipment	Flat fee per well	\$25
2-inch Gasoline-powered Centrifugal Pump (includes hoses)	Per day	\$55
2-inch Submersible Pump + Controller	Per day	\$180
Generator	Per day	\$70
Survey Gear (laser level & rod)	Per day	\$85
Stream Gaging	Per day	\$75
GPS	Per day	\$22.50
Other Equipment	Negotiated	Negotiated

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Environmental Equipment Rental and Consumable Schedule
October 1, 2007**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water level transducer and data logger	Per day	\$100
Field Laptop Computer	Per day	\$50
Electronic Water Level Sounder	Per day	\$25
Electronic Interface Probe	Per day	\$75
DC Submersible Purge Pump	Per pump	\$80 first pump, \$40 each additional pump
DC-operated Peristaltic Pump	Per day	\$40
2-inch Gasoline-powered Centrifugal Pump	Per day	\$100
2-inch Submersible Pump + Controller	Per day	\$350
Generator	Per day	\$60
Photoionization Detector	Per day	\$75
Combustible Gas Indicator	Per day	\$65
Water Quality Meter	Per meter per day	\$200
Teflon Water Bailer	Per day	\$30
Soil Sampling Equipment (manual)	Per day	\$25
Soil Sampling Equipment (power)	Per day	\$40
Mechanical Sieve Sample Equipment	Flat fee per project	\$25
Survey Gear (laser level & rod)	Per day	\$80
Soil Vapor Extraction System	Per Month	\$750
Atmospheric Condition Monitoring Unit	Per day	\$50
Other Equipment	Negotiated	Negotiated
<u>Consumable Items:</u>		
Polyethylene Purge/Sampling Tubing	Each 10 feet	\$2.50
Silicone Peristaltic Pump Head Tubing	Each foot	\$4.00
Water Sample Bailer	Each	\$10
Bailer Rope/String	Each 10 feet	\$1.00
Personal Protection Equipment	Per day per person	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.



NOTICE OF LIQUOR LICENSE APPLICATION

JAK

RETURN TO:

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 12/24/07

UBI: 601-989-007-001-0003

License: 402683 - 1J County: 27
Tradename: GALAXY UPTOWN
Loc Addr: 4649 POINT FOSDICK DR NW
GIG HARBOR WA 98335-1707
Mail Addr: 15060 VENTURA BLVD STE 350
SHERMAN OAKS CA 91403-2484
Phone No.: 818-986-9000 RAFF COHEN

APPLICANTS:
GALAXY THEATRES, LLC
COHEN, RAFF 1947-04-12
RIMKUS, FRANK 1945-03-15
COHEN, SUSAN
(Spouse) 1951-01-27

Privileges Applied For:
BEER/WINE REST - BEER/WINE

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

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



NOTICE OF LIQUOR LICENSE APPLICATION

JWB

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 12/18/07

TO: MOLLY TOWSLEE, CITY CLERK

RECEIVED

DEC 21 2007

RE: ASSUMPTION
From MI CHA KIM, INC.
Dba GIG HARBOR CHEVRON

APPLICANTS:

CITY OF GIG HARBOR

GBU LLC

OH, BONGJU

1968-09-02

KIM, CHRIS

1956-08-07

KIM, YOUNG MI

(Spouse)

1962-11-22

LEE, JUNGSOO

1971-02-15

License: 072786 - 1U County: 27
UBI: 602-784-780-001-0001
Tradename: GIG HARBOR CHEVRON
Loc Addr: 5006 PT FOSDICK DR NW
GIG HARBOR WA 98335-1715
Mail Addr: 10851 NE 19TH PL
BELLEVUE WA 98004-2909

Phone No.: 253-851-5335 BONGJU OH

Privileges Applied For:
GROCERY STORE - BEER/WINE

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

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:12/03/07

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20080331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 THAI HUT THAI CUISINE LLC	THAI HUT THAI & ASIAN CUISINE 4116 HARBORVIEW DR GIG HARBOR WA 98332 1080	078469	BEER/WINE REST - BEER/WINE
2 FENCO (USA), INC.	CIGAR LAND, GIG HARBOR 11430 51ST AVE NW STE 103 GIG HARBOR WA 98332 7897	087024	BEER/WINE SPECIALTY SHOP
3 MI CHA KIM, INC.	GIG HARBOR CHEVRON 5006 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	072786	GROCERY STORE - BEER/WINE
4 HARBOR BRIX 25 INC.	BRIX 25 RESTAURANT 7707 PIONEER WAY GIG HARBOR WA 98335 1132	074950	SPIRITS/BR/WN REST LOUNGE +

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on MARCH 31, 2008. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010{8}). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and MARCH 31, 2008, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LORRAINE LEE, Director
Regulatory Services
Enclosures

**MAYOR OF GIG HARBOR
3510 GRANDVIEW ST
GIG HARBOR, WA 98335**



**Business of the City Council
City of Gig Harbor, WA**

Subject: Public Hearing and Resolution Adopting Water Use Efficiency Goals.

Proposed Council Action: Adopt the Resolution for the water use efficiency goals as presented.

Dept. Origin: Public Works-Engineering
Prepared by: Jeff Langhelm, PE Senior Engineer *[Signature]*
For Agenda of: January 14, 2008
Exhibits: Resolution and Water Use Efficiency Goal Setting Report

Initial & Date

Concurred by Mayor:
Approved by City Administrator: *[Signature]* 1/8/07
Approved as to form by City Atty: *[Signature]* 1/8/08
Approved by Finance Director: *[Signature]* 1/8/08
Approved by Department Head: *[Signature]* 1/3/08

Expenditure Required:	*See Fiscal Note Below*	Amount Budgeted:	\$0	Appropriation Required:	\$0
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INFORMATION / BACKGROUND

In 2003, the Washington State Legislature passed Engrossed Second Substitute House Bill 1338, better known as the Municipal Water Law, to address the increasing demand on our state's water resources. The law established that all municipal water suppliers must use water more efficiently in exchange for water right certainty and flexibility to help them meet future demand. The Legislature directed the Washington State Department of Health to adopt an enforceable Water Use Efficiency (WUE) program, which became effective on January 22, 2007. This regulatory program is intended to achieve a consistently high level of stewardship among all municipal water suppliers by requiring municipal water suppliers to meet the WUE Program requirements.

The City of Gig Harbor is, by definition, a municipal water supplier and therefore must comply with requirements of the WUE Program (Chapter 246-290 WAC), which includes setting water use efficiency goals. The attached Water Use Efficiency Goal Setting Report is intended to provide information on measures for obtaining goals, assist with setting goals, and state the goals that the City will attempt to achieve through participation in the WUE Program. Advertisement of this Public Hearing and the related Report has been made available as required by WAC 246-290-810.

FISCAL CONSIDERATION

The WUE Program requires that the municipal water suppliers fund the water use efficiency measures that will support the water use efficiency goals. In the City of Gig Harbor's case, these measures have been continued to be supported through the water operating fund in past budgets, including the 2008 budget. The fiscal impact to adopting these goals would be mitigated by continued support of the water use efficiency measures through the water

operating fund, including the water main replacement program and consumer conservation measures.

BOARD OR COMMITTEE RECOMMENDATION

The Operations and Public Project Committee accepted the Water Use Efficiency goals as revised in the attached report and recommended the goals be moved forward to the City Council.

RECOMMENDATION / MOTION

Move to: Adopt the Resolution for the water use efficiency goals as presented.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
ADOPTING WATER USE EFFICIENCY GOALS.**

WHEREAS, state law requires all municipal water suppliers to meet the Washington State Department of Health's Water Use Efficiency Program per Chapter 246-290 WAC; and

WHEREAS, this law requires municipal water suppliers with 1,000 or more connections to set water use efficiency goals by January 22, 2008; and

WHEREAS, the City of Gig Harbor is a municipal water supplier and has more than 1,000 connections; and

WHEREAS, the City staff has prepared a water use efficiency goal setting report with proposed water use efficiency goals; and

WHEREAS, the City has made the Water Use Efficiency Goal Setting Report available to the public and provided notice of the public hearing held January 14, 2008, per WAC 246-290-830(4)(d);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

Section 1 At 6:00 PM on January 14, 2008, the City Council held a public hearing at the City of Gig Harbor Civic Center on the Water Use Efficiency Goals as noted in the Goal Setting Report and heard public comment; and

Section 2. A summary of the comments from the public hearing shall be incorporated into the Water Use Efficiency Goal Setting Report; and

Section 3. The City Council adopts the following Water Use Efficiency Goals described in the Water Use Efficiency Goal Setting Report, attached hereto as Exhibit A:

- A. Supply side goal: Continue the City's supply side efficiency at less than 6% for a Distribution Leakage Standard. This efficiency will be maintained through continuation of the existing water main replacement program. This program performs annual inspections and replacement of deteriorating water mains each year.

- B. Demand side goal: Decrease demand side consumption by one-quarter of one percent (0.25%) for each year for the next six years; and

Section 4. The City shall review the status in achieving the adopted goals by performing the following steps:

- A. Supply side goal: This goal will be measured annually using the Distribution Leakage Standard calculation presented in the Department of Health publishing 331-375.
- B. Demand side goal: This goal will be measured annually by calculating the volume of water conserved by use of the City's water use efficiency measures.

RESOLVED this 14th day of January, 2008.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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



"THE MARITIME CITY"

Water Use Efficiency Goal Setting Report

January 2008

**Prepared by:
CITY OF GIG HARBOR
ENGINEERING DIVISION
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170**

Section 1 - Introduction

In 2003, the Washington State Legislature passed Engrossed Second Substitute House Bill 1338, better known as the Municipal Water Law (MWL), to address the increasing demand on our state's water resources. The law established that all municipal water suppliers must use water more efficiently in exchange for water right certainty and flexibility to help them meet future demand. The Legislature directed the Washington State Department of Health (DOH) to adopt an enforceable Water Use Efficiency (WUE) program, which became effective on January 22, 2007. This regulatory program is intended to achieve a consistently high level of stewardship among all municipal water suppliers.

Pressure on the state's water resources comes from many sources, including population growth, in-stream flows, and business needs. As the potential for developing new sources of water within the state diminishes, the efficient use of water is necessary to meet future needs. The WUE requirements are intended to support a common goal of ensuring safe and reliable drinking water through contribution to long-term water supply reliability and public health protection, promoting good stewardship of the state's water resources, and ensuring efficient operation and management of water systems.

The City of Gig Harbor is, by definition, a municipal water supplier. Therefore the City must comply with requirements of Chapter 246-290 WAC. The information contained in this report is intended to assist with setting goals related to WUE and has been made available as required by WAC 246-290-810.

Section 2 - Summary of the City of Gig Harbor's Water System

The City of Gig Harbor was incorporated in 1946 and had a census population of 803 residents in 1950. The City has developed as a residential community through the years with some associated commercial and light industrial growth as well. City limit populations for 1970, 1980, 1990, and 2000 were approximately 1,611, 2,429, 3,236, and 6,465 residents, respectively. These increases reflect the City's growing population base as well as increases in the City's incorporated area through annexation.

The City owns and operates the Class A municipal water system, which serves the majority of the area within the Gig Harbor City limits and Urban Growth Area. The DOH water system identification number is 276009. A copy of the water service area map of the water purveyors located in the City of Gig Harbor is included in Appendix A.

The City and its water utility are governed by an elected Mayor and a City Council. The City water utility is managed within the Community Development Department by the City Engineer and Engineering staff and the Director of Operations and

Operations staff.

The City's water system and retail water service area (RWSA) are unique in that many residents within the City limits and the City's UGA receive water service from adjacent water purveyors. Approximately 4,700 of the 13,456 people (35%) within the City's UGA receive water from the City, and the remaining people within the City limits and UGA receive water from either one of the water purveyors, shown in Appendix A, located within the UGA or service area, or from private wells.

The City provides water service to three customers outside the City's RWSA, including Washington State Department of Correction's Washington Correctional Center for Women (WCCW) facility, the Pierce County Fire District No. 5 Headquarters and the Shore Acres Water System. Additionally, the City has an emergency inter-tie with one purveyor, Peacock Hill Water System.

The City's RWSA encompasses 2,832 acres (approximately 4.4 square miles). At the end of 2006 the City had 1,927 service connections.

Section 3 - Existing Water Use Efficiency Program

A majority of the City's existing water use efficiency program was established by the City's June 2001 Water System Comprehensive Plan. However, some information required for reporting with current WUE program was not required when the 2001 Plan was approved, and therefore does not exist.

3.1 Water use efficiency measures currently implemented and their evaluation.

The City of Gig Harbor's current per capita water demand is 142 gal/capita/day with a peaking factor of 2.2 from average day to peak day demand. Per capita demand includes water loss from authorized consumption and distribution system leakage. The City utilizes several conservation measures in an attempt to reduce per capita consumption and any lost water. These measures include:

Distribution System Measures

- Source Meters - Source meters are installed at all active sources and are evaluated and calibrated annually by a City contractor.
- Service Meters - All water users including all public and City facilities have individual service meters. Meters are evaluated and inspected regularly and replaced as necessary. Damaged meters are replaced as soon as they are discovered, and service meters are generally replaced when they have been in use for 10 years. The City allocates annual funding for replacing service meters that are in excess of 10-years old.
- Leak Detection - Leaks in the system mains or laterals are repaired as soon as they are discovered. Leak detection surveys are currently scheduled on

an annual basis. Chronically leaking and old pipes are replaced on a routine, proactive basis. The City's old asbestos-cement pipes are also being replaced on an annual basis as budget allows.

- Water Line Looping - Whenever possible, the City has attempted to create loops within the water lines in order to promote better supply and a more flexible system. This technique also promotes water savings by reducing the need for flushing dead end water lines, which may not get proper circulation during general use.
- Hydrant Metering - The City has implemented a metering policy for their hydrant-flushing program. This effort assists the City with tracking of distribution system leakage.

Public Education/Program Promotion/Public Assistance

- Water conservation materials published by DOH and DOE are made available to the public at City Hall. These materials include lawn watering schedules, water conservation tips, and information on water saving devices for the home.
- The City building code requires new construction to include low flow toilets and showerheads. Low flow toilet tanks are rated at 1.6 gallons and showerheads are rated at 2.5 gallons per minute. These requirements apply to both new residential and commercial construction.

Water Rate Structuring

- The City has water billing rates that are intended to encourage conservation. The billing rate is structured such that customers are billed a flat base charge on each bill and then are also billed for consumption per hundred cubic feet (ccf). Billing rates for multi-residential accounts and commercial accounts are slightly higher than the rates for single family residential customers. In the recent past, water rates have increased in 2003, 2006, and 2007. Additionally, the City has evaluated water rates in 2007 and has approved another water rate increase beginning in 2008.

Water Reuse

- The City reuses treated wastewater at the wastewater treatment plant (WWTP) site. Treated sewage effluent is used in many non-potable water applications. Treatment plant hoses are plumbed so that staff can spray down facilities such as the clarifier and the contact basin. WWTP staff also use treated effluent for pre-chlorination at the clarifier and for mixing polymers for use in sludge thickening.

Program Promotion

- The City currently uses a billing process that shows consumption history on each customer's water bill. By being able to examine past water consumption histories, each consumer can be more conscious of their water

use patterns and the actual increase in cost compared to the same month in the previous year. This can have a significant positive effect on conservation efforts by getting the customer directly involved in the City’s conservation campaign.

3.2 Projection of how much water will be saved by implementing the water use efficiency measures.

The future savings achieved by the WUE program measures was estimated on best available information. Table 1 below shows the estimated volume reduction, in million gallons per day, when comparing the average daily demand (ADD) flows.

Table 1 Summary of Water Demand Forecast (MGD)									
Classification	2008	2009	2010	2011	2012	2013	2014	2018	2028
ADD without Measures	1.05	1.10	1.16	1.21	1.26	1.32	1.37	1.62	2.08
ADD with Measures	1.05	1.10	1.14	1.19	1.24	1.29	1.33	1.54	1.89
ADD Reduction	0.00	0.00	0.02	0.02	0.02	0.03	0.04	0.08	0.19

3.3 Evaluation of water use efficiency measures.

As part of a water system plan, you are required to evaluate measures. The evaluation focuses on customer demand efficiencies. Measures must be evaluated for cost-effectiveness from the following categories according to WAC 246-290-810(4)(d):

- Indoor residential
- Outdoor
- Industrial/commercial/institutional

For the City’s water systems there are three evaluation criteria when determining if a WUE measure is cost effective. They include:

- Water System’s Perspective: Determine if the measures are cost-effective. This can be represented by whether the revenue meets the expenditure demands.
- Cost-Sharing Perspective: Evaluate cost-effectiveness if the costs were shared with other entities, such as neighboring water systems and water conservation partners.

- Societal Perspective: Evaluate if it would be cost-effective if all costs and benefits were included, including environmental, recreational or aesthetic benefits.

3.4 Distribution leakage information.

The distribution system leakage (DSL) standard is a significant element of the WUE requirements. DSL is defined as the water lost from the distribution system and includes both apparent losses and real losses. Apparent losses include things such as theft, meter inaccuracies, and data collection errors. Real losses are the physical losses from the distribution system and include such things as reservoir overflows and leaking water mains. Because these types of losses are not authorized for use by the water system, they are considered distribution leakage.

The best way to obtain the most accurate assessment of leakage information includes collecting production and consumption meter data.

The equation used to calculate the percent DSL is:

$$DSL = [(TPP - AC) / (TPP)] \times 100$$

where:

- DSL = Percent (%) of distribution system leakage
- TPP = Total water produced and purchased
- AC = Total water authorized for use by the water system (Authorized Consumption)

Historical DSL values are noted in Table 2 below.

Table 2 Historical Distribution System Leakage (DSL)							
Classification	2001	2002	2003	2004	2005	2006	Average
Distribution System Leakage	6.5%	3.1%	3.0%	5.3%	2.8%	3.0%	4.0%

Section 4 - Previous Annual Performance Reports

The City's first annual report is due January 22, 2008. This report has not been prepared to date. The first annual report will be prepared prior to the January 22, 2008 deadline.

Section 5 - Water Supply Characteristics

The City of Gig Harbor has an expanding water system. As the City's customers within the retail water service area grows, new groundwater sources have to be developed to meet its water demands. The City is evaluating all avenues to secure new water supplies to meet projected increases in demand. The City currently receives its water from six active wells. Water rights for these wells are administered by the Washington State Department of Ecology's (Ecology) Southwest Regional Office. Source water protection is regulated by the Washington State Department of Health (DOH).

The production capacity of each water supply source is outlined in Table 3 below:

Table 3 Supply Analysis		
Source Name/Number	Maximum Instantaneous Flow Rate (Qi) GPM	Maximum Annual Volume (Qa) AFY
Well 2	330	209
Well 3	750	538
Well 4	230	0
Well 5	500	336
Well 6	1,000	896
Well 8	30	48

The City's wells are generally in very good condition. Each well is visited daily by City staff, and the mechanical and electrical equipment is maintained regularly. Aquifer levels and daily production records are collected and recorded and reviewed for any indications of reduced well efficiency and variability.

Should an indication of reduced well efficiency or large seasonal variations occur, the City will proceed with additional field diagnostics. Well rehabilitation will be considered in the event of unacceptable losses of well efficiency or variability. Well replacement will be considered if well rehabilitation is not appropriate or is unsuccessful in improving the well's efficiency.

There are currently no indications that any of the City's six active wells are at risk of an unacceptable loss of well efficiency or variability.

The City holds Ecology-certificated rights to annually withdraw a total of 2,265 acre-feet (2.02 million gallons per day, or MGD) of groundwater with a maximum instantaneous withdrawal of 3,240 gpm (4.67 MGD). These rights meet the current production need.

Section 6 - Water Demand Forecasts

6.1 Land use and zoning.

Land use and zoning designations and regulations are important factors in determining future water requirements. Land use and zoning determine the area available for various types of development including both single-family and multifamily residential development, as well as commercial and other types of land use.

Future land use and zoning patterns for the planning area are expected to correspond to existing uses. These patterns were developed based on the projected needs of the area for the next 20 years. The Comprehensive Plan for Pierce County uses a similar approach. This consistency of approach is encouraged by the Washington State Growth Management Act (GMA) and should result in predictable and stable land uses over longer planning periods.

While the City's predominant land use is residential, there is also a significant amount of commercial development along the waterfront and State Route 16, especially in the southern and northern portion of the City limits. The most growth is expected in the northern part of the service area, which is largely undeveloped. Water service was extended to the Gig Harbor North commercial development in 2001, and further development, including St. Anthony's Hospital and Costco, in this area.

6.2 Population and water system account projections.

The population projections used for demand projects are from the City's 2006 Demographic Forecast Allocation Model which is based on Pierce County's buildable lands analysis. This model includes the entire Urban Growth Area (UGA) of the City, and is divided into thirteen Population Sub Areas (PSAs). The retail water service area has two pressure zones and is generally within the UGA, except for two small areas east and west of the central city area. The retail water service area is 2,832 acres, of which 77.4% is in the City limits, 20.5% is outside the City limits in the UGA, and 2.1% is outside the UGA.

Population, number of single-family and multifamily residential units, employment population, and school population were obtained for each PSA from the model for current, 6-year, 10-year, and 20-year estimates. These projections were allocated into the water service area pressure zones based on land use and the existing system. The current Land Use Map was used to approximate the percentage of the population, by customer class, which is located within the water service area where the boundaries of the water service area and UGA overlapped.

Growth rates for each of the City's two pressure zones are shown in Table 4 below.

Table 4 Projected Growth Rates					
Growth Rate	2006-2008	2008-2014	2014-2018	2018-2028	2008-2028
450 Zone					
Single-family	33.4%	75.2%	33.0%	48.4%	245.8%
Multifamily	9.8%	26.9%	16.0%	26.0%	85.4%
Commercial	17.9%	45.6%	23.1%	33.9%	140.2%
Government	21.0%	52.0%	25.5%	37.7%	162.7%
320 Zone					
Single-family	3.5%	10.2%	6.9%	11.7%	31.6%
Multifamily	3.8%	10.9%	7.2%	12.0%	33.2%
Commercial	1.8%	5.4%	3.9%	7.2%	17.4%
Government	4.1%	11.8%	7.8%	12.8%	35.9%

6.3 Future Water Demands

Future water system demands are based on projected equivalent residential units (ERUs), which in turn are based on the projected water consumption by customer classification and the projected number of accounts. Table 5 shows the projected ERUs for the City's Retail Water Service Area over the next 20 year planning period. It does not include distribution leakage or wholesale customer demand.

Table 5 Projected ERUs				
Classification	2008	2014	2018	2028
450 Zone				
Single-family Residential	1,007	1,765	2,347	3,484
Multifamily Residential	286	362	420	530
Commercial	778	1,133	1,396	1,870
Government	209	317	398	548
Subtotal	2,280	3,578	4,561	6,431
320 Zone				
Single-family Residential	827	912	975	1,089
Multifamily Residential	357	396	425	476
Commercial	745	785	816	875
Government	195	218	235	265
Subtotal	2,125	2,312	2,451	2,705

**Table 5
Projected ERUs**

Classification	2008	2014	2018	2028
Total				
Single-family Residential	1,835	2,677	3,322	4,572
Multifamily Residential	643	759	845	1,006
Commercial	1,524	1,919	2,212	2,744
Government	404	535	633	813
Total	4,405	5,889	7,012	9,136

The Average Daily Demand (ADD) for the entire City was based on multiplying the projected ERUs by the planning value of 200 gpd per ERU. The projected Maximum Daily Demand (MDD) is simply the projected ADD multiplied by the MDD/ADD factor of 2.5, as discussed previously. The City has decided to forecast distribution leakage as 5% of the total water system demand. The projected average and maximum daily demands for the City's water system, without Water Use Efficiency (WUE) reduction, and projected total flows both with and without WUE reductions are shown in Table 6. The projected WUE reductions are shown in Table 1 above.

**Table 6
Projected Retail ADD and MDD Flows without WUE Reduction and
Projected Total Flows with and without WUE Reduction**

Classification	2008		2014		2018		2028	
	ADD (gpd)	MDD (gpd)	ADD (gpd)	MDD (gpd)	ADD (gpd)	MDD (gpd)	ADD (gpd)	MDD (gpd)
Single-family	366,924	917,310	535,343	1,338,358	664,333	1,660,833	914,453	2,286,132
Multifamily	128,612	321,530	151,753	379,383	169,064	422,659	201,129	502,822
Commercial	304,732	761,829	383,740	959,351	442,308	1,105,769	548,867	1,372,169
Government	80,763	201,909	107,053	267,631	126,628	316,570	162,658	406,646
Wholesale	113,570	293,924	124,710	321,774	132,137	340,341	150,704	386,759
Non-Revenue	52,347	130,868	68,558	171,395	80,762	201,905	104,095	260,238
Total – No WUE Reduction	1,046,948	2,617,369	1,371,157	3,427,892	1,615,231	4,038,078	2,081,906	5,214,765
Total – With WUE Reduction	1,046,948	2,617,369	1,331,157	3,327,892	1,535,231	3,838,078	1,891,906	4,739,765

Section 7 - Water Use Efficiency Goals

On January 14, 2008, the City of Gig Harbor's City Council will hold a public forum to establish the water use efficiency goals. The forum will be held during the

regularly scheduled City Council meeting in the City Council chambers at the City of Gig Harbor Civic Center, 3510 Grandview Street, Gig Harbor, Washington, 98335. The City Council meeting begins at 6:00 PM.

This forum will include a staff report and opportunity for the public to comment on the proposed water use efficiency goals:

Supply side goal: Continue the City's supply side efficiency at less than 6% for a Distribution Leakage Standard. This efficiency will be maintained through continuation of the existing water main replacement program. This program performs annual inspections and replacement of deteriorating water mains each year.

Demand side goal: Decrease demand side consumption by one-quarter of one percent (0.25%) for each year for the next six years.

The supply side goal can be measured annually by using the Distribution Leakage Standard calculation in Section 3.4 above.

The demand side goal can be measured annually by calculating the volume of water conserved by use of the City's water use efficiency measures.

Section 8 - Summary of Public Comments on the Proposed Water Use Efficiency Goals

(To be included after the public forum – see above)

Section 9 – Annual Performance Reporting

Upon completion of the goal setting procedure, the City of Gig Harbor will complete the required DOH performance report, Form No. 331-376, annually. A copy of this report is attached in Appendix B. This report will summarize water production data, authorized water consumption data, distribution leakage data, and the status of the City's progress in meeting the proposed WUE goals.

This report will be prepared for public review and submitted to DOH annually before July 1 of each year. Notice of availability for public review and notice of completion of this report will also be provided before July 1 of each year.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Council Committees

Proposed Council Action:

To accept these appointments for the Council Committees and to appoint Mayor Pro Tem for 2008

Dept. Origin: Administration

Prepared by: Chuck Hunter, Mayor

For Agenda of: 1/14/08

Exhibits:

Initial & Date

Concurred by Mayor:

CH By RK

Approved by City Administrator:

PRK 1/9/08

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

Below are the results of the Councilmembers' selection for the 2008 Council Committees.

	Finance & Safety	Operations & Public Projects	Planning & Building	Inter-Gov't'l Affairs	Candidate Review
Conan	3	5	1	2	4
Malich	4	1	2	3	5
Ekberg	5	1	4	3	2
Franich	3	1	2	5	4
Kadzik	4	3	1	5	2
Payne	5	1	4	2	3
Young	3	1	2	0	4

I would like to recommend the following committee assignments:

Finance & Safety: Conan, Franich, Young

Operations & Public Projects: Ekberg, Franich, Payne

Planning & Building: Conan, Malich, Kadzik

Inter-governmental Affairs: Payne, Conan, Ekberg

Board / Commission Candidate Review: Ekberg, Payne, Kadzik

RECOMMENDATION / MOTION

Move to: Accept these appointments for the Council Committees for 2008 and to make a motion to appoint Mayor Pro Tem for 2008.



**Business of the City Council
City of Gig Harbor, WA**

Subject: Proposed Annexation
(ANX 07-0007)

Proposed Council Action:

Reject the Notice of Intent to Commence
Annexation Proceedings

Dept. Origin: Planning
Prepared by: Matthew F. Keough
Associate Planner
For Agenda of: January 14, 2008
Exhibits: Notice of Intention, Map,
Legal Description

Initial & Date

Concurred by Mayor: _____
Approved by City Administrator: PK 1/8/08
Approved as to form by City Atty: _____
Approved by Finance Director: QR 1/8/08
Approved by Department Head: TD 1/8/08

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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INFORMATION / BACKGROUND

The City received a Notice of Intention to Commence Annexation Proceedings from a single property owner, requesting annexation of a 0.61 acre property located at 5710 38th Avenue NW, contiguous to city limits and within the City's Urban Growth Area (UGA).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description and map was sent to the Clerk of the Boundary Review Board (BRB) for technical review. Pierce County has approved the legal description and map.

Notice of the January 14, 2008 meeting was posted on the City website and mailed to property owners in the area of the requested annexation. Additionally, this request was distributed to the Pierce County Fire District #5 and the Gig Harbor City Administrator, Chief of Police, City Clerk, Interim Public Works Director, Interim Director of Operations, City Engineer, and the City's directors of Fire and Safety Services, Planning, and Finance.

The Council is now required to meet with the initiating parties to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposing of this area for annexation;
2. Whether the City Council will require the simultaneous adoption of zoning for the

proposed area that is in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981;

3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed; and,
4. Whether the City Council will require additional annexation conditions.

If authorized by the City Council, the process can move forward with the circulation of a formal petition which will indicate the boundaries and conditions required for annexation. The petition must be signed by property owners of sixty percent (60%) of the assessed value of the area proposed for annexation in order to be scheduled for a public hearing in front of the Council. Given the single property nature of this NOI, the petition is rather procedural and likely to be submitted immediately. After a public hearing, followed by the appeal period through the BRB, the City Council can adopt an ordinance to enact this annexation.

STAFF ANALYSIS

The Boundary Review Board is guided by RCW 36.93.180 in reviewing proposed annexations and is directed towards State objectives. These objectives, listed below, are also worthy of consideration by the Council in determining the appropriateness of this annexation, especially in light of the possible appeal of an approved annexation.

City staff has evaluated and commented on the proposal, focused on the State of Washington boundary review criteria listed below.

Objectives of boundary review board. (RCW 36.93.180)

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

Comment: This request does not meet this criterion. If annexed, this single parcel would be isolated in terms of having adjacent properties remain under the jurisdiction of Pierce County. The property is associated with a natural neighborhood of 9 properties that share the same access easement. In fact, this property appears to be the result of a series of short plats that originally contained these 9 properties. Short Plat #1255, specifically, produced this lot, along with the 3 lots to the west of it. At a minimum, the four lots of Short Plat #1255 should remain associated for annexation considerations.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

Comment: The proposed annexation does not correspond to physical boundaries in this area. Instead, the requested boundary corresponds to a single property. Though physical boundaries are limited within this part of the City's Urban Growth boundary, the property generally shares the same grade as the adjacent properties, especially the three lots to the west, also created by Short Plat #1255.

(3) Creation and preservation of logical service areas;

Comment: The proposed annexation would result in illogical service areas regarding emergency responses. It also poses concern for future sewer service improvements in this area. The sewer connection sought for this property will ideally be coordinated with future area-wide improvements, especially system requirements needed within the 57th Street Court NW easement. The nine properties utilizing this easement may also be subdivided in the future, requiring sewer improvements.

(4) Prevention of abnormally irregular boundaries;

Comment: The proposed annexation would result in an abnormal irregular boundary with a single property annexed on the west side of 38th Avenue NW.

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

Comment: Not applicable.

(6) Dissolution of inactive special purpose districts;

Comment: The proposed annexation would not dissolve any special purpose districts.

(7) Adjustment of impractical boundaries;

Comment: Not applicable; there are no impractical boundaries requiring adjustment in this area.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and,

Comment: The property is not urban in character at this time, lacking urban density and services. However, annexation of this property is currently a requirement for sewer service. This criterion is therefore difficult to appraise, as urban character is largely defined by sewer services. The establishment of an urban character is advocated by city staff to be done through coordinated area-wide improvements and maintenance of logical service boundaries.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

Comment: The proposed annexation does not involve designated agricultural or rural lands.

Additional Considerations

The property is currently developed with a single family residence. The lot is of sufficient size (.61 acres or 26,572 square feet) to subdivide the property into multiple lots (regulations further outlined below). To subdivide this property, however, requires a sewer service commitment from the City of Gig Harbor (the only provider in this area). By Gig Harbor

Ordinance No. 1112, effective 12/10/07, properties in the city's Urban Growth Area are now required to annex in order to receive City water or sewer service. As such, annexation is a defacto initial step towards the subdivision of this property. Once annexed, the proponent intends to utilize the City's new alternative, temporary procedure (Ordinance No. 1114, effective 12/10/08) whereby the subdivision plat can be processed without a final decision. There is an advantage to the proponent for a quick annexation in order to advance his short plat permit and have it "in line" for available sewer capacity on a first-come, first-serve basis.

The land use designation in this area, by the City of Gig Harbor Comprehensive Plan, is Residential Low (urban residential low density, 4.0 dwelling units per acre). Pierce County's Gig Harbor Community Plan also designates this property as "Single Family" with an urban density requirement of 4 units per acre. Both City and County designations are implemented by similar development standards such as setback requirements. One significant difference in the applicable regulations, however, is that the County has a minimum lot size of 12,000 square feet for short platting whereas the City's R-1 zone allows lots as small as 7,200 square feet.

This portion of the Urban Growth Area (west of 38th Avenue, south of Hunt Street and north of 56th Street) came after the City adopted its pre-annexation zoning designations and is not captured on the current City Zoning Map. However, by the provisions of the Gig Harbor Municipal Code (GHMC 17.88.010), any lands annexed to the city shall be deemed to be included in the zoning map, within in the R-1 residential district. The property would be annexed with an R-1 zoning designation, to be described in the official annexation petition and enacted by the annexation ordinance. Once annexed, all sections of the Gig Harbor Municipal Code would apply, to include the Design Manual found in Title 17, "Zoning Ordinance" and Chapter 18.08 "Critical Areas". No wetlands of concern are mapped in this area, and, thus, a wetland analysis will not be required with the submittal of the annexation petition (GHMC 18.08.090). Geotechnical engineering reports, however, may be required prior to approval of building permits. The issuance of building permits, according the Building/Fire Safety Director, will require adequate fire flow and additional fire hydrants. Water system improvements may also require area-wide considerations.

BOARD OR COMMITTEE RECOMMENDATION

The Clerk of the Pierce County Boundary Review Board has reviewed the map and legal description for geographic consistency and suggested changes that have been incorporated into the attached exhibits.

RECOMMENDATION / MOTION

Move to:

Reject the Notice of Intent to Commence Annexation

OR, by Council deliberations, to

Accept the Notice of Intent to Commence Annexation and further authorize the circulation of a petition to annex the subject property to the following conditions:

- 1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed; and**
- 2. The City will require the simultaneous adoption the Single Family Residential Zone (R-1) in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981.**
- 3. The City will, pursuant to RCW 35.61.360, approve the withdrawal of this area by PenMet Parks from its boundaries by resolution.**

Attachments:

- 1. Notice of Intention**
- 2. Attached Legal Description**
- 3. Attached Vicinity Maps**

Exhibit A

NOTICE OF INTENTION

M. Sander RECEIVED
NOV 21 2007
CITY OF GIG HARBOR

**NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS**

The Honorable Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA, 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

5710 36th Ave NW
GH: 98335

Joseph B. Atkinson 11/21/2007
Hm 851-5356

Notice of Intention to Commence Annexation Proceedings Call 691-0116 page 1 of 2

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date
<i>Joseph B. Atkinson</i>	Joseph B Atkinson	0221185024	11/21

Exhibit B
LEGAL DESCRIPTION
Atkinson Annexation ANX 07-0007

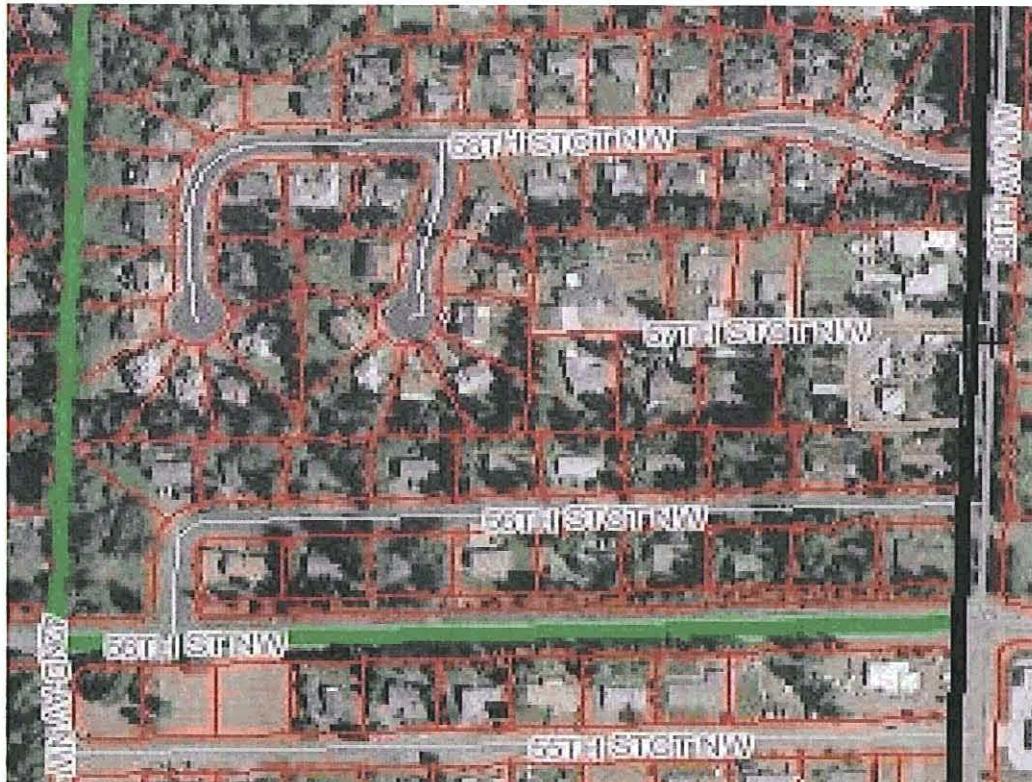
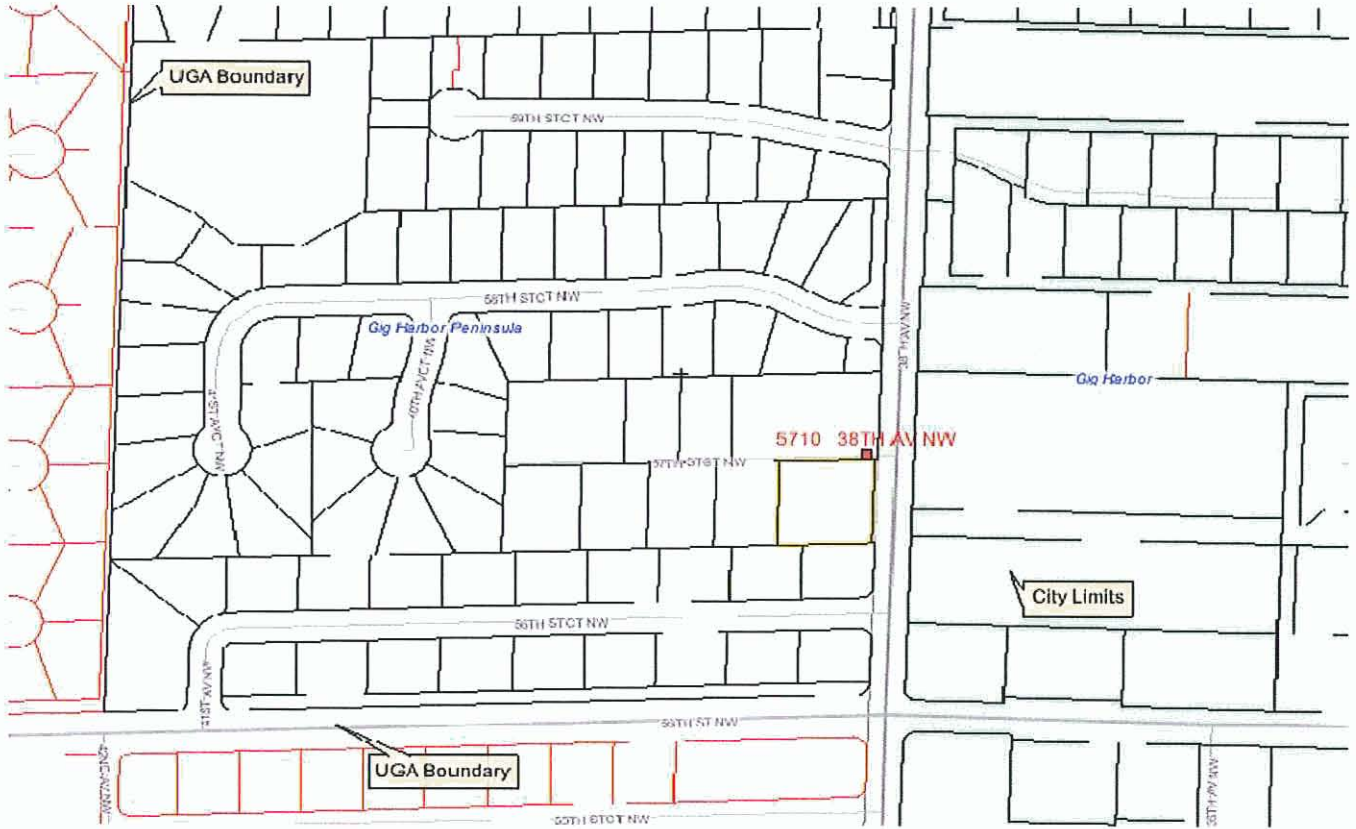
THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
IN SECTION 18, TOWNSHIP 21 NORTH, RANGE 02 EAST, OF THE W.M., IN
PIERCE COUNTY, STATE OF WASHINGTON;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF SHORT PLAT 8801290324, FILED WITH PIERCE COUNTY AUDITOR, IN
PIERCE COUNTY, WASHINGTON.

Exhibit C

VICINITY MAPS





Business of the City Council
City of Gig Harbor, WA

Subject: YMCA Agreement

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Rob Karlinsey

Authorize the Mayor to Sign a 20-Year Agreement with the YMCA

For Agenda of: January 14, 2008
Exhibits: Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PKK 1/9/08

Approved as to form by City Atty:

Approved by Finance Director: DR 1/9/08

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$250,000	Budgeted \$250,000	Required \$0

INFORMATION / BACKGROUND

In 2006 the City signed a letter of intent wherein the City would contribute \$250,000 toward the construction of the YMCA aquatic center. In return, the YMCA would provide several community benefits, including free quarterly passes for Gig Harbor residents, regardless of YMCA membership status.

The term of this contract is for 20 years, starting from the date of execution (January, '08). The full payment of \$250,000 will be due on or before April 1, 2008.

FISCAL CONSIDERATION

This agreement achieves Budget Objective #19 in the Park Development Fund of the 2008 Adopted Budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the attached agreement with the YMCA.

**AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND THE YMCA OF TACOMA-PIERCE
COUNTY**

THIS AGREEMENT is entered into this ____ day of _____ 2008, by and between the City of Gig Harbor, Washington, an optional code municipal corporation organized under the laws of the state of Washington, hereinafter referred to as the "City;" and the YMCA of Tacoma-Pierce County, a not for profit corporation organized under the laws of the State of Washington, hereinafter referred to as the "YMCA."

WHEREAS, on February 6, 2006, PenMet Parks, hereinafter referred to as "PenMet," approved a non-binding Letter of Intent, and both PenMet and the YMCA distributed the Letter to the City in hopes that the City Council would authorize the execution of same; and

WHEREAS, the Letter of Intent provides an outline of potential building construction (expanded YMCA aquatics center) services and financial arrangements for PenMet Parks, City of Gig Harbor and the YMCA; and

WHEREAS, the Letter of Intent provides an outline of potential building construction (expanded YMCA aquatics center) services and financial arrangements for PenMet Parks, City of Gig Harbor and the YMCA; and

WHEREAS, on February 13, 2006, the Gig Harbor City Council passed a motion authorizing the City Administrator to sign a Letter of Intent Between the Peninsula Metropolitan Park District, City of Gig Harbor and YMCA of Tacoma-Pierce County, with the additional proviso that "the City Council's approval of the letter of intent does not mean that the City Council has waived its ability or intent to raise the issues in the City Attorney's February 6, 2006 e-mail in the future, when negotiating the agreement between the parties;" and

WHEREAS, the parties agree that there is a significant unmet need for recreational and social services in this area, and the need will increase with population growth; and

WHEREAS, the YMCA, PenMet and the City share a common desire to respond creatively to meeting the needs of the community; and

WHEREAS, as evidenced by independent surveys conducted by the YMCA and PenMet, the development of a new aquatic facility is a priority among residents; and

WHEREAS, the parties desire to enter into an agreement to jointly undertake the construction, operation and maintenance of an aquatic facility, with the responsibilities described in this Agreement;

NOW THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

TERMS

1. Purpose of the Agreement. In the execution of this Agreement, the City and the YMCA seek to collaborate on the funding for the YMCA's construction, operation and maintenance of an Aquatic Center. In so doing, the parties desire to describe the conditions precedent for the City to contribute such funding, and the obligations of the YMCA. Further, the parties wish to clarify the extent of the monetary support by the City, and to address any refunds to the parties, if the Aquatic Center is not constructed on the deadline set forth herein.

2. General Provisions of the Agreement. The City and the YMCA acknowledge that:

A. The facilities and programs authorized and/or funded by this Agreement are municipal and community purposes.

B. The ultimate responsibility for the construction, operation and maintenance of the Aquatic Center will remain with the YMCA, and this Agreement is intended to provide a specific amount of funding necessary to cover these costs as they relate to the programs provided to Gig Harbor citizens.

C. This Agreement is not intended to amend any of the existing leases and/or other agreements between the parties or between the parties and any other third parties.

3. Construction of Facility. The YMCA constructed an Aquatic Center within the YMCA facility for the community benefit (described in Section 6 herein). This 77,000 square foot facility has cost approximately twenty two million dollars (\$22,000,000.00). As part of this facility, the Aquatic Center includes three pools: a whirlpool, warm water zero entry/water feature pool and a six lane cool water lap pool for lap swimming and recreational use.

4. Funding by City. The City has agreed to contribute two hundred fifty thousand dollars (\$250,000.00) to the YMCA for the Aquatics Center, in exchange for the Community benefits described herein. The contribution will be made in one payment, to be made on or before April 1, 2008.

5. Community Benefit.

A. The YMCA agrees to impose affordable rates for YMCA membership, inclusive of use of the Aquatic Center, to members of the public, based on market surveys and membership satisfaction surveys conducted in Gig Harbor, Washington.

B. The YMCA agrees to allocate a minimum of ten percent (10%) of branch operating revenues for community accessibility and financial assistance. The term "community accessibility" is described in Sections 5(C), (D), (E), (F) and (G) below. Financial assistance, as defined by established YMCA guidelines based on income and household size, shall be provided any Gig Harbor community resident seeking membership in the YMCA. The guidelines are structured on the United States Department of Health and Human Services Poverty Guidelines.

Households at the defined poverty threshold will qualify for a seventy (70%) reduction from the established YMCA membership fees. This percentage will decrease as the level of household income rises. Appendix A to this agreement provides the YMCA's 2007 Financial Assistance Guidelines. These numbers will be updated each year based on the HHS Poverty Guidelines appearing in the Federal Register.

C. The YMCA agrees to hold a "Teen Late Night" a minimum of three (3) weekend evenings per month, not including Sundays, for free use by anyone between the ages of 12 and 20. Youth participating in "Teen Late Night" shall have access to the Aquatic Center, regardless of YMCA membership.

D. The YMCA agrees to work in cooperation with the City on ideas for collaboration and support to embrace possible special events or clinics that would be mutually agreeable.

E. The YMCA shall offer a non-member party rate (rental) that includes access to the Aquatic Center and associated party room as schedules permit. During the rental period, the non-member shall have the same access to the Aquatic Center as any regular YMCA member's access. Such rental shall be non-recurring, *i.e.*, rentals are not for regularly scheduled events such as practices or some other activity that takes place on a regular recurring basis. The non-member rental rate shall be established on an annual basis.

F. The YMCA shall allow all residents of Gig Harbor and the PenMet district, regardless of YMCA membership status, one free quarterly pass (voucher) to the YMCA facility, including the aquatic facility. Such use shall be made available to all residents described in this section once each quarter of every calendar year during the term of this Agreement. Such use shall include all privileges granted to any YMCA member during the term of this Agreement. Such use shall include all privileges granted any YMCA member during regular operating hours including but not limited to the Aquatic Center, recreation programs, strength and cardio equipment, and other similar amenities.

G. The YMCA shall continue to provide resident camping at YMCA Camp Seymour, located on the Key Peninsula and child care services, located at various elementary schools in the Peninsula School District, to residents of the Gig Harbor community. Financial assistance, as described in paragraph B above, will be available to Gig Harbor residents.

6. Additional Commitments and Considerations.

A. The YMCA and the City shall jointly promote the quarterly community access benefit as described in Section 5 above.

B. City officials shall have reasonable access to the Aquatic Center for inspection, as long as such inspection does not interfere with the operation of the YMCA.

7. Advisory Board. The YMCA has a Branch Advisory Board, which has the following responsibilities:

- A. Monitor and strengthen Branch programs and services to assure quality service to members and effective community outreach within established YMCA guidelines and financial resources;
- B. Provide leadership and support to the Strong Kids annual campaign to support the YMCA's commitment to serving all, regardless of income status, and to support youth programs.
- C. Recruit board members and organize work groups to support the work of the Branch in achieving the goals of the YMCA;
- D. Enhance the public standing of the Branch in the community and advocate for the YMCA;
- E. Maintain communication with and provide input to the Association Board of Directors.

From time to time, a representative(s) from the City (e.g., councilperson or City employee) may be elected to serve on the Gig Harbor Family YMCA Advisory Board with all the privileges and responsibilities inherent in board membership.

8. Record Keeping and Reporting.

A. The YMCA shall maintain accounts and records—including personnel, property, financial and programmatic records—which sufficiently and properly reflect all direct and indirect costs of any nature expended for the construction, operation and maintenance of the YMCA, including the Aquatic Center, to ensure proper accounting for all funds contributed by the City for the performance of all of the conditions of this Agreement and compliance with this Agreement. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the City.

B. The City shall have the right to an annual audit of the YMCA's financial statements and condition.

C. The YMCA shall provide the City with an annual report on June 1st of each year, which shall document the services provided based on such statistics, including but not limited to: the number of quarterly vouchers redeemed by Gig Harbor and Pen Met residents, the number, attendance and dollar amount of non-member party rentals, attendance at Teen Late Night events, the number of Gig Harbor community residents, identified by zip code, with an active membership at the YMCA, including the number of those receiving financial assistance or "low income" discounted memberships, joint special events and other collaborations with PenMet and the City.

9. Signage. The YMCA agrees to install signage recognizing and the City as partners in the Aquatic Center project.

10. Use of Contributions. The YMCA shall apply the City and funds received under this Agreement solely for the construction, maintenance and operations of the Aquatic Center Facility and the Community Benefit programs described in Section 5. The reports provided by the YMCA required in Section 8 shall document use of the funds for these purposes. The

YMCA shall not use City funds for political, religious or other purposes, or any other purposes not described in this Agreement.

11. Duration of Contract. This Contract commence on the date it is signed by the duly authorized representatives of all parties, and shall terminate twenty years after this Agreement is executed by both parties, unless sooner terminated under the provisions herein.

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

13. Indemnification and Defense. The YMCA shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection of the reports described herein, the City's issuance of any permits for construction, inspections associated with such permits or any inspection of the Aquatic Center for purposes of determining compliance with this Agreement, shall not be grounds to avoid any of these covenants of indemnification. In addition, the YMCA specifically agrees to defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, damages, losses, suits, costs and attorneys' fees associated with the YMCA's use or misuse of the City's funding contribution as specifically described herein.

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

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

EXTEND TO, ANY CLAIMS BY THE YMCA'S EMPLOYEES DIRECTLY AGAINST THE YMCA.

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

14. Insurance.

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

B. Before execution of this Agreement, and on every annual anniversary date of the execution of this Agreement, the YMCA shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Products/Completed Operations liability in the amount of \$100,000 per occurrence and \$2,000,000 aggregate, if any food operations, manufacturing or design activities are involved.

C. All policies and coverage's shall be on an occurrence made basis.

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

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

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

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

15. City's Right of Inspection, Agency's Responsibility to Comply with Law.

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

16. Termination.

A. As set forth in Section 11 above, this Agreement shall terminate twenty years after execution by the duly authorized representatives of both parties. However, the City may terminate this Agreement earlier, for public convenience, the YMCA's default, the YMCA's insolvency or bankruptcy, or the YMCA's assignment for the benefit of creditors, at any time. If delivered to the YMCA in person, termination shall be effective immediately upon the YMCA's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Except in the situation where the YMCA has been terminated for public convenience, the YMCA shall be liable to the City for any payments made by the City if the activities described in Section 5 do not occur.

C. If the YMCA's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement, and the YMCA shall be liable to refund a pro-rata amount of the payment made by the City based the remaining term of the agreement.

17. Discrimination Prohibited. The YMCA shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Agency to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

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

19. Notices. Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY:
Attn: City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335

TO THE YMCA:
Attn: Executive Vice President
YMCA of Tacoma-Pierce County
1614 S. Mildred, Suite 1
Tacoma, WA 98465

20. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.

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

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

23. 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.

24. Severability. If any section, sentence, clause or phrase of this Agreement 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 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF GIG HARBOR

YMCA of Tacoma-Pierce County

Charles L. Hunter, Mayor

Robert Ecklund, President and CEO

Attest:

Molly Towslee, City Clerk

Approved as to form:

Carol Morris, City Attorney

[NOTARY BLOCKS}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF GIG HARBOR

Charles L. Hunter, Mayor

Attest:

Approved as to form:

Molly Towslee, City Clerk

Carol Morris, City Attorney

Subscribed and Sworn to Before Me This _____ Day of _____, 20____.

Notary Public

Affix Seal

YMCA OF TACOMA-PIERCE COUNTY

Robert Ecklund

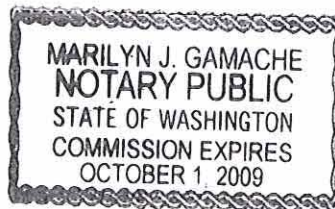
Robert Ecklund, President and CEO

Subscribed and Sworn to Before Me This 9th Day of January, 2009.

Marilyn J. Gamache

Notary Public

Affix Seal





**Business of the City Council
City of Gig Harbor, WA**

Subject: Street naming: Teal Loop, Brant Court and Pintail Loop at the 72nd Street Plat

Proposed Council Action: Approve the proposed naming of Teal Loop, Brant Court and Pintail Loop for the 62 -lot, single family development in the 72nd Street Plat located at 72nd Street and Skansie on the west side of Highway 16.
This plat is not within the Historical Names Area.

Dept. Origin: Community Development

Prepared by: Dick Bower, Building & Fire Safety Director

For Agenda of: January 14, 2008

Exhibits: Letter from applicant dated 11/06/2007, Site plan of development identifying "72nd Street Plat"

Initial & Date

Concurred by Mayor:

CLH 12/7/07

Approved by City Administrator:

RSK 12/6/07

Approved as to form by City Atty:

CRM 12/6/07

Approved by Finance Director:

DR 12/6/07

Approved by Department Head:

DB

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

Randy W. Snyder, P.E., Design/Project Engineer of the 72nd Street Plat, a 62-lot subdivision located at 72nd Street and Skansie on the west side of Highway 16 has requested the naming of the streets in his proposed development. The project is not located within the Historical Names Area. The streets designated as loop are consistent with GHMC 12.12.030. G. Loops shall be small loop-type streets to carry the name of the street from which they originate. The street designated as court is consistent with GHMC 12.12.030. F. Courts shall be permanently closed avenues which run easterly –westerly, such as a cul-de-sac. Request for comments were sent to local agencies and departments, and no comments were received.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Approve the proposed naming of streets in the 72nd Street Plat located at 72nd Street and Skansie on the west side of Highway 16, "Teal Loop, Brant Court, Pintail Loop".



COMMUNITY DEVELOPMENT DEPARTMENT

FROM: CITY OF GIG HARBOR BUILDING & FIRE SAFETY DIRECTOR

REQUEST FOR COMMENTS

ADDRESS/STREET NAME ADDITIONS OR CHANGES

Owner/Project Name.....72ND STREET PLAT

Present Address/Street Name.....

New Address/Street Name... **TEAL LOOP, BRANT COURT, PINTAIL LOOP**

Please see attached materials.

Copy of memo sent to:

Date: November 15, 2007

- Planning/Building.....City Hall
- Gig Harbor Police.....City Hall
- Public Works.....City Hall
- Water & Sewer.....City Hall
- Pierce Co. Assessor.....2401 S. 35th St., Tacoma 98409
- Fire Prevention.....6711 Kimball Drive, Gig Harbor 98335
- Post Office.....Gig Harbor, 98335
- Peninsula Light.....PO Box 78, Gig Harbor, 98335
- 911 Emergency Staff.....8102 Skansie Ave, Gig Harbor 98335
- Cable TV Puget Sound.....2316 S. State St. Tacoma 98405
- 911 County Office.....2501 S. 35th St, Tacoma, 98409
- Puget Sound Energy.....3130 S 38th St, Tacoma 98409
- Centurytel Customer Center 8102 Skansie Ave, Gig Harbor 98332
- Pierce County GIS/Addressing 950 S Fawcett #300, Tacoma 98402

This is **REQUEST FOR COMMENTS OF STREET NAMES** - If you have any questions, please contact Mary Doers, Building Assistant, City of Gig Harbor- 253-853-7553, 3510 Grandview St., Gig Harbor, WA 98335.

Please reply by November 29, 2007

pd \$50.00 11/13/07
rpt # 0086972

November 6, 2007

Ms. Patty McGallian
Community Development Assistant
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA. 98335

Re: 72nd Street Plat – Street name request

Dear Ms. McGallian:

Please accept this letter as my formal proposal for assignment of street names for the 72nd Street Plat. I have indicated the proposed names on the attached copy of the preliminary plat as well as listing them below.

Teal Loop (small loop-type street that carries the name of the street from its origin)
Brant Court (permanently closed street which runs easterly-westerly)
Pintail Loop (small loop-type street that carries the name of the street from its origin)

If you would notify me as to the scheduling of this item on the city council agenda, I would appreciate it. Do not hesitate to call if you should require additional information and thank you for your assistance in this matter.

Sincerely,



Randy W. Snyder, P.E.
Design/Project Engineer

RECEIVED
CITY OF GIG HARBOR
NOV 13 2007
COMMUNITY
DEVELOPMENT



**Business of the City Council
City of Gig Harbor, WA**

Subject: Agreement between the City Of Gig Harbor and the Shore Acres Water Company

Dept. Origin: City Attorney

Prepared by: City Attorney
Carol Morris

For Agenda of: January 14, 2008

Exhibits: Contract between Shore Acres and City of Gig Harbor

Proposed Council Action: Motion to authorize the Mayor to sign the contract.

Initial & Date

Concurred by Mayor:

Approved by City Administrator: POK 1/14/08

Approved as to form by City Atty: CM by MJ

Approved by Finance Director: DR 1/14/08

Approved by Department Head:

Expenditure Required	\$0	Amount Budgeted:	\$0	Appropriation Required:	\$0
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INFORMATION / BACKGROUND

Shore Acres Water Company asked the City to amend the existing contract between the parties, to address a number of issues that have been raised since the original contract was executed. The City currently sells water to the Shore Acres Water Company, and the Company re-sells the water to its customers, which own property located outside the City limits.

This new contract imposes a limit on the amount of water to be provided by the City to Shore Acres, and if this limit is exceeded, Shore Acres will pay a 25% surcharge over the currently established water rate. In addition, if the amount of water used by Shore Acres exceeds this limit by 10%, the contract must be renegotiated. This requirement was included as a result of the City's water concurrency ordinance, and our need to establish water availability for water concurrency applications submitted by other property owners.

The water rate and connection fees for Shore Acre customers will be determined by the City in ordinances adopted (in conjunction with water rate/connection fee studies). There is a limit on the number of new connections that may be granted within the Shore Acres water system (see, page 2-3). The contract term is until 12-31-11, but will be automatically renewed unless one or both parties serves notice of termination as provided in Section 2 on page 2.

FISCAL CONSIDERATION

This contract allows Shore Acres to purchase up to 17,000,000 gallons of water annually (as provided in Section 1 on page 1-2) for the rates established by the City in the recently adopted water rates ordinance. In addition, the customers will pay the City's connection charges as

established by ordinance at the time of connection. There are no costs to the City as a result of this contract, other than contract administration.

BOARD OR COMMITTEE RECOMMENDATION

The Operations and Public Works Committee has reviewed the proposed contract and/or discussed the terms of this contract, and recommended approval.

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the Contract on behalf of the City of Gig Harbor.

**AGREEMENT
BETWEEN THE CITY OF GIG HARBOR
AND THE SHORE ACRES WATER COMPANY**

THIS AGREEMENT, made and entered into this ___ day of _____, 2008, by and between the City of Gig Harbor, an optional code municipal corporation of the State of Washington, hereinafter called the "City," and Shore Acres Water Company, a nonprofit corporation, organized and existing under the laws of the State of Washington, hereinafter called the "Purchaser."

WITNESSETH:

WHEREAS, the Purchaser is the owner of a Water Company, and its customers own property located both inside and outside the City limits; and

WHEREAS, the Purchaser purchases water from the City for the use of its customers, who are billed by the Purchaser, and the Purchaser then pays the City for the water;

WHEREAS, the Purchaser desires to obtain additional hook-ups for property that has not yet been developed; and

WHEREAS, the City desires to provide water to the Purchaser, under the terms and conditions set forth in Title 13 of the Gig Harbor Municipal Code; and

WHEREAS, the City Council held a public hearing on this Agreement on _____, 2008, during a regularly scheduled Council meeting, and authorized the Mayor to execute this Agreement on behalf of the City; NOW, THEREFORE,

That the parties heretofore and in consideration of the mutual covenants herein contained, agree as follows:

1. Agreement to Sell Water, Agreement to Purchase Water.

The City agrees to sell up to Seventeen Million (17,000,000) gallons of water annually to the Purchaser for the term of this Agreement, under the terms and conditions set forth herein. "Annually" shall mean from January 1st of any year until December 31st of that year. At the time a new connection to the Purchaser's system is added under Section 4 herein, the City agrees to increase this amount by Eighty Thousand (80,000) gallons of water annually to the Purchaser for the remaining term of the Agreement, under the terms and conditions set forth in this Agreement. The Eighty Thousand (80,000) gallons of water annual limit reflects

the amount included in the City's Water Comprehensive Plan used by a single household, multiplied by the number of connections in the Purchaser's system as of the date of this Agreement. The parties agree that if the City's Water Comprehensive Plan (or an ordinance adopted for the same purpose) is amended to reflect a new number for water use by a single household, then this shall thereafter be used in future calculations for the amount of increase for a single connection.

The amounts established in this Section 1 shall not apply during those times in which the City Council declares that there is a drought or other emergency necessitating the adoption of ordinances relating to water conservation. During such times, the Purchaser agrees to comply with the City's water conservation ordinances.

The parties agree that if the Purchaser draws more water from the City's water system than the Seventeen Million (17,000,000) gallon annual limit, payment for any gallons over the Seventeen Million limit shall include a surcharge of twenty-five percent (25%) of the current water rate, as established in the City's ordinances. In addition, if the Purchaser draws more water from the City's water system than ten percent (10%) above the Seventeen Million (17,000,000) gallon limit, the parties shall meet to renegotiate this Agreement, as set forth in Section 17 herein.

2. Term.

This Agreement shall be deemed effective as of January 14, 2008, and shall terminate on December 31, 2011. Without further action by either of the parties hereto, and as long as the Purchaser has not triggered the renegotiation provision of Section 1 above, this Agreement shall be renewed and continued in full force and effect for additional terms of four year periods after the anniversary date, unless the Purchaser or City, on or before three hundred (360) days prior to the termination of this Agreement, or on or before three hundred (360) days prior to the termination of any renewal period, gives written notice that the Agreement will not be renewed.

3. Payment for Water and Connection Fees.

Water delivered under this Agreement shall be billed by the City and paid by the Purchaser bi-monthly. Purchaser shall pay the water rate established by the City in its codes, as they now exist or may hereafter be amended. All conditions of payment which apply to City customers shall apply equally to the Purchaser.

4. New Connections and Payment for Connections.

For purposes of calculating billing from the City to the Purchaser, it shall be conclusively presumed that there are currently **214** connections to the

Purchaser's system. This presumption shall be reviewed and adjusted to reflect actual number of connections on the first day of June of each year this agreement shall remain in force. Currently, the Purchaser is approved by the Department of Health for a total of 357 connections.

Any property owner in the jurisdiction of the Purchaser's water system (up to the 357 approved connections) may apply to the City for a water concurrency certificate. If granted, the individual property owner(s) shall comply with the applicable City codes, as they now exist or as they may be amended in the future.

The individual property owner shall pay to the City for each new connection to the Purchaser's system a connection fee as established by the City Council in an ordinance adopted for this purpose. The individual property owner agrees to pay the connection fee at the rate schedules applicable at the time the individual property owner requests to actually connect to the system.

5. Point of Delivery and Character of Service.

The City will deliver or make available to the Purchaser, at the two master meters serving Shore Acres Water Company near the City's corporate limits or at such other sites as the City and the Purchaser may agree upon, wholesome water for residential and fire extinguishing uses. The water supplied shall be of the same quality as that distributed by the City to its users.

6. Master Meter System.

The City shall bi-monthly read the master meters in existence and the bill sent to the Purchaser from the City shall reflect that reading. The bi-monthly bill shall be computed as follows:

A. First, there shall be a determination of the total water consumed bi-monthly by reading the master meters.

B. Then, the billing shall be computed according to the current ordinance by multiplying the base charge for each 4" meter times the outside City multiplier, plus multiplying usage at the current ordinance rate per 100 cubic feet times the outside City multiplier, plus City taxes as applicable.

7. Load Changes.

The Purchaser shall not extend new service to any structure used for business or commercial purposes, as the same are defined in the City's Zoning Code, without first obtaining written approval from the City.

8. Resale of Water.

The Purchaser agrees that all water delivered by the City hereunder will be used for its own purposes as a distributing utility to distribute water to its members and that none will be delivered or sold to another distributing utility for resale.

9. Flushing.

The City shall notify the Purchaser prior to flushing any lines which affect the quality of the water delivered to the Purchaser, or before intentionally interrupting any water service to the Purchaser.

10. Interruption of Service for Causes Beyond Control of Parties.

If the operation of the City's source of water or means of distribution or the operation of the Purchaser's service is suspended, interrupted, or interfered with for any cause beyond the City's control, including, but not by way of limitation, the failure or breakdown or interruption of electrical power, floods, fires, acts of God or the public enemy, or other causes beyond the control of the parties, but expressly excluding a depression or recession in the economy, the City need not deliver water for such period of time to the extent that such suspension, interruption or interference makes it reasonably impractical to deliver such water; and monthly bills for any such period, including any such suspension, interruption or interference, shall be pro-rated by reducing the billing demand in the ratio of days of suspension of service to the total days in the billing period.

11. Area Served.

The Purchaser shall only serve members within the following described area:

Area Served.

The Purchaser shall only serve members within the following described area:

Beginning at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 8, Township 21 North, Range 2 East of W.M.;

Thence West 30 feet more or less to the West line of Wickersham County Road;

Thence Southerly along the West line of Wickersham County Road to the North line of the Southwest quarter of Section 17, Township 21 North, Range 2 East W.M.;

Thence Easterly along the North line of the Southwest quarter and the Southeast quarter of Section 17 to the point of intersection with the Government Meander line;

Thence Northwesterly along the Government Meander line to the City limits of the City of Gig Harbor, the current city limits as established on October 23, 1946;

Thence Westerly along said City limits to the point of beginning.

Excluding any area served by the City through the City's distribution lines prior to the 1st day of January, 2007, which has been annexed to the City of Gig Harbor. Nothing in this Agreement shall limit the City's exercise of its authority to annex property served by the Purchaser.

12. Specific Enforcement.

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

13. Assignment and Assumption.

The Purchaser 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, provided that, the City shall provide its prior written consent to such sale, assignment or transfer. The Purchaser shall provide the City with written notice of any intent to sell, assign, or transfer, at least 30 days in advance of such action. The City's consent shall not be unreasonably withheld.

14. 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).

15. Notices.

Notices and correspondence to the City and Purchaser shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to the City shall be to the attention of both the City Administrator and City Attorney. The parties hereto may, from time to time, advise the other of any new addresses for notice and correspondence.

TO THE CITY:

TO SHORE ACRES:

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

Shore Acres Water Company
3110 Judson St. PMB #232
Gig Harbor, WA 98335

City Attorney
Law Office of Carol A. Morris, P.C.
P.O. Box 948
Seabeck, WA 98380

16. 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.

17. Default and Termination.

A. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by the non-performing Party:

1. The failure to make any payment required to be made hereunder within ten (10) days of the receipt of the notice of such failure to pay;
2. The failure of the City to provide water to the Purchaser, in the amounts agreed to herein, within twenty (20) days of the receipt of the notice of such failure to provide water;
3. The Purchaser's annual use of water in excess of ten percent (10%) over the amount established in Section 1; and
4. The failure to observe or perform any of the covenants, conditions or obligations of this Agreement, within ten (10) days of a notice by the other Party, specifying the nature of the default claimed.

B. With respect to any default under Section 17(A) above, the Purchaser shall be responsible for the default of any individual purchaser of water in the Purchaser's water system.

C. At the end of each year, the City shall calculate the amount of water used by the Purchaser. If the amount used by the Purchaser for the year

exceeds by ten percent (10%) the amount established in Section 1 of this Agreement, the City shall notify the Purchaser in writing that the parties shall meet to renegotiate this Agreement. At such time, the parties shall discuss the deadline for termination of this Agreement, which shall occur within six (6) months of the date the City mails the notice to Purchase for renegotiation. All of the terms of this Agreement may be renegotiated in any subsequent agreement.

D. In the event that the Purchaser fails to comply with any term or condition of this Agreement, the City shall have the right, at any time, to enter on the Purchaser's property, and for that purpose disconnect the water and terminate this Agreement. Such disconnection shall be a remedy available to the City in addition to any other remedy available at law, including, but not limited to, breach of contract.

18. Severability and Integration.


This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. 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 resolution or ordinance adopting this Agreement, such invalidity shall not affect the other terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

CITY OF GIG HARBOR

SHORE ACRES WATER COMPANY

Charles L. Hunter, Mayor



SCOTT WAGNER, President

ATTEST:

Molly Towslee, City Clerk

Secretary

APPROVED AS TO FORM:

Carol A. Morris, 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/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: _____

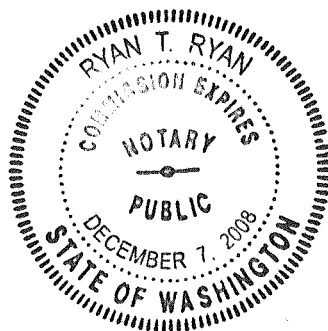
(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that SCOTT WAGNER 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 Shoreacres Water Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/10/08



Ryan T. Ryan

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

Pierce County
My Commission expires: 12/7/08



Business of the City Council
City of Gig Harbor, WA

Subject: First Amendment to the Agreement Between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton Special Projects

Proposed Council Action: Authorize the Mayor on behalf of Council to execute a First Amendment to the Agreement Between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society

For Agenda of: January 14, 2008

Exhibits: First Amendment to the Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 1/9/08

Approved as to form by City Atty: [Signature]

Approved by Finance Director: [Signature] 1/9/08

Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$80,000, \$80,000, -0-

INFORMATION / BACKGROUND

In November of 2006, an Agreement between the City and the Gig Harbor Peninsula Historical Society (GHPHS) was signed for the purpose of developing a final Purchase and Sale Agreement for the Triangle property at Donkey Creek and a Conservation Easement over Harbor Museum property. GHPHS requested an extension to complete the Purchase and Sale agreement from January 1, 2008 to April 1, 2008. This fulfills objective #20 in the Parks Development Section of the 2008 Budget.

FISCAL CONSIDERATION

none

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to execute the First Amendment to the Agreement between the City of Gig Harbor and the Gig Harbor Peninsula Historical Society.

– January 9, 2008

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF GIG HARBOR AND
THE GIG HARBOR PENINSULA HISTORICAL SOCIETY**

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND THE GIG HARBOR PENINSULA HISTORICAL SOCIETY is made and entered into as of the 14 day of January, 2008, by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation, and the Gig Harbor Peninsula Historical Society (hereinafter the Society), a nonprofit corporation organized under the laws of the State of Washington.

RECITALS

WHEREAS, the City and the Society entered into the Agreement Between the City of Gig Harbor and the Peninsula Historical Society (hereinafter the "Agreement"), on or about November 28, 2006; and

WHEREAS, in Section 3.3 of the Agreement, there is a schedule for the conveyance of certain property and property interests known as the "Conservation Easement" and "Donkey Creek Property;" and

WHEREAS, in Section 3.3 of the Agreement, the Donkey Creek Property is to be conveyed to the City on January 1, 2008, subject to the conditions in Section 3 and 4 of the Agreement; and

WHEREAS, the schedule set forth in the Agreement has not been met, and the parties wish to amend the Agreement to address an extension of time for the performance of the steps necessary to accomplish the conveyances, including, but not limited to, performance of all necessary environmental inspections relating to the property; and

WHEREAS, an exhibit to the Agreement was never attached; and

WHEREAS, the deadlines for the performance of certain activities relating to the Conservation Easement have passed; Now, Therefore,

The parties hereto agree as follows:

Section 1. Section 3 of the Agreement is hereby amended to read as follows:

3.1 The City agrees to commit funding to the Society in a total amount of Four Hundred Thousand Dollars (\$400,000.00), over a five (5) year period, not later than April 1, 2008, to be used

by the Society for construction of the Historical Museum, as well as consideration for the Society's conveyance of the Conservation Easement and sale of the Donkey Creek Property.

3.2 The Society will use its best efforts to collect the necessary additional funds to meet its Pledge Goal (described in Section 2 above) on or before December 31, 2008. If the Society reaches its goal and collects the necessary funds, then the City shall provide the second installment of the funding contribution to the Society, on or before January 1, 2009. If the Society does not reach its goal to collect the necessary additional funds before December 31, 2008, then the City must first notify the Society that it is declaring a breach; the Society will then have sixty (60) days to establish to the reasonable satisfaction of the City that it will be able to raise the balance of the Pledge Goal within six (6) months from the notice of breach. If the Society still has not cured the breach after this sixty (60) day period, then the City shall not be obligated to provide any contribution to the Society and this Agreement shall terminate. The City shall have no obligation under this Agreement in the event of such termination to the Society, its successors or assigns.

3.3 The City's contributions to the Society, and the schedule for conveyance of the Conservation Easement and sale of the Donkey Creek Property, shall occur under the following timetable, subject to the conditions set forth in this Section 3 and 4:

<u>DATE</u>	<u>AMOUNT</u>	<u>CONVEYANCE/SALE</u>
Not later than 4-1-08	\$80,000.00	Donkey Creek Property
1-1-09	\$80,000.00	Conservation Easement
12-31-10	\$80,000.00	
12-31-11	\$80,000.00	
12-31-12	\$80,000.00	

3.4 If the Historical Society ceases operation of the Historical Museum for any reason, including, but not limited to, bankruptcy, assignment of interest to creditors, or any other third party, between the following dates, then the parties agree to the following:

- January 9, 2008

3.4.1 Not later than April 1, 2008 through December 31, 2008: The City shall be entitled to keep the Donkey Creek Property, and the contribution made by the City by that date shall be considered just compensation for the Donkey Creek property.

3.4.2 January 1, 2009 and December 31, 2009: The City shall be entitled to keep the Conservation Easement and the contribution made by the City by that date shall be considered just compensation for the Conservation Easement.

3.4.3 January 1, 2010 and December 2010: The City shall not make the contribution due on December 31, 2010 or any future contributions.

3.4.4 January 1, 2011 and December 2011: The City shall not make the contribution due on December 31, 2011 or any future contributions.

3.4.5 January 1, 2012 and December 30, 2012: The City shall not make the contribution due on December 31, 2012.

3.5 If the Society does not reach its goal to collect the necessary additional funds before December 31, 2008, or the Society begins construction or completes construction of the Museum, and then voluntarily or involuntarily ceases or abandons operation of the Museum, (except for temporary closures consistent with the operation of such a museum) and if the Society does not cure that default within sixty (60) days notice from the City, then the Society, its successors and/or assigns shall immediately notify the City. The City will then have the exclusive option to purchase the Museum property, and all improvements and appurtenances thereon, at fair market value, to be established by a MIA appraiser.

Section 2. Section 4 of the Agreement shall be amended to read as follows:

Section 4. Purchase of Donkey Creek Park Property and Conservation Easement.

4.1 Subject to satisfying the Conditions set forth in this Agreement and to the other conditions set forth in the Purchase and Sale Agreement to be developed pursuant to the subsections below, the City agrees to purchase and the Society agrees to sell the Donkey Creek Park Property to the City for Eighty Thousand Dollars and no cents (\$80,000.00); and to grant the Conservation Easement to the City for Eighty Thousand Dollars and no cents

- January 9, 2008

(\$80,000.00). The Purchase Price will be paid, without interest, as set forth in Section 3 above.

4.2 The parties will promptly negotiate the terms of the Purchase and Sale Agreement for the Donkey Creek_Property consistent with the terms of this Agreement. If the parties fail to reach agreement on the terms of the Purchase and Sale Agreement for the Property by April 1, 2008 after mutual execution of this First Amendment to the Agreement, then this First Amendment to the Agreement and the Agreement can be terminated by either party with notice to the other and, upon such termination, neither party will have any obligations to the other hereunder.

4.3 The following "Conditions" must be satisfied or waived by both of the parties within the times set forth below as a condition to the completion of this Agreement, including the sale of the Donkey Creek Property and execution of the Conservation Easement.

4.3.1 Execution of a Purchase and Sale Agreement for the Donkey Creek Property not later than April 1, 2008.

4.3.2 Agreement on the terms and conditions of a Conservation Easement on or before June 1, 2008.

4.3.3 Approval of the City's inspection of the Donkey Creek Property and of any title exceptions with respect to the Donkey Creek Park Property, not later than April 1, 2008.

4.3.4 Commitment from a lender that it will lend the Society an amount sufficient to pay for the cost of construction, on terms and conditions reasonably acceptable to the Society and the City on or before February 28, 2008.

4.4 At closing of the sale of the Donkey Creek Park Property, the Society will convey the Donkey Creek Park Property to the City by Warranty Deed, subject only to exceptions to title approved by the City, pursuant to the terms of the Purchase and Sale Agreement.

4.5 The Conservation Easement will create a perpetual, nonexclusive conservation easement for the construction, enhancement, installation, maintenance, repair, replacement and use of the restorations generally described in Exhibit B attached hereto and incorporated herein by this reference. The restorations

shall not extend beyond the Easement Area shown in Exhibit B. The Conservation Easement will include a temporary easement over the Museum Property for the purpose of design, construction, inspection and maintenance of the restoration improvements, including egress and ingress, delivery of construction materials, and operation of construction equipment. The temporary easement shall terminate six (6) months after completion of the Donkey Creek restoration work or upon the City Council's acceptance of the restoration work, whichever first occurs.

4.6 The Conservation Easement will also create an easement over the "Open Space" area depicted on Exhibit B hereto. The easement on this Open Space is to be a conservation easement in accordance with the requirements of RCW 64.04.130. The agreement shall provide that the Open Space will remain in the condition existing after installation of all improvements and landscaping shown on a landscape plan approved by the City for Museum development. The Conservation Easement will permit construction of improvements to provide public access, such as walkways and driveways.

4.7 The Society will be allowed to construct a roadway and/or walkway over the Open Space and Conservation Easement Area, as well as the property adjoining these areas owned by the City to provide ingress and/or egress from Harborview Drive. This will be allowed only to the extent permitted by the Community Development Department.

4.8 Environmental Liability. Both the Purchase and Sale Agreement for the Donkey Creek Property and the Conservation Easement will contain provisions whereby the Society will indemnify and hold the City harmless for any existing contamination of the Conservation Easement area by hazardous substances. More detailed provisions relating to indemnification appear in the City's standard form agreement, attached hereto as Exhibit D.

Section 3. The parties agree that the remainder of the Agreement shall be in full force and effect, and that this First Amendment to the Agreement shall be incorporated into and be construed as the entire agreement of the parties, with Sections 3 and 4 of the Agreement amended as set forth above. All of the above documents and their exhibits are hereby made a part of this Agreement and form the Agreement and First Amendment to the Agreement as fully as if the same were set forth herein. Should anything in the exhibits conflict with the provisions of the Agreement and this First Amendment to the Agreement, then the Agreement and First Amendment shall prevail.

- January 9, 2008

Section 4. Severability. Should a court of competent jurisdiction determine that any phrase, sentence or provision of this First Amendment is invalid or unconstitutional, it shall not affect the validity or constitutionality of any other provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 14 day of January, 2008.

THE CITY OF GIG HARBOR

**GIG HARBOR PENINSULA
HISTORICAL SOCIETY**

By _____
Charles L. Hunter
Its Mayor

By Walter H. Smith
Its President

ATTEST:

MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:

CAROL A. MORRIS, City Attorney

- January 9, 2008

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Walter H. Smith 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 GH Peninsula Historical Soc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-9-07

Molly M Towslee

Molly M. Towslee
(print or type name)

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

Gig Harbor

My Commission expires: 12/2/2011



... - January 9, 2008

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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



**Business of the City Council
City of Gig Harbor, WA**

**Subject: Naming of new City Park on
50th Street NW**

Proposed Council Action: Council to select and adopt a name for the new City Park on 50th Street NW

Dept. Origin: Public Works

Prepared by: David Brereton *David*
Interim Public Works Director

For Agenda of: January 14, 2008

Exhibits: None

	Initial & Date
Concurred by Mayor:	_____
Approved by City Administrator:	<i>FBK 1/9/08</i>
Approved as to form by City Atty:	<u>N/A</u>
Approved by Finance Director:	<u>N/A</u>
Approved by Department Head:	<i>David 1/9/08</i>

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

Over the past two months, the Gig Harbor Parks Commission addressed the naming of our newest City Park on 50th Street NW. They bring forward three suggestions for City Council consideration.

Our inquiry with the Gig Harbor Peninsula Historical Society left the field open for choices, with no specific historical significance to that property. The term "Westside" is actually a historic term, referring to everything on the west side of the harbor (ex. West Side Grocery at today's Tides Tavern). So that is an actual naming option. Otherwise, there wasn't much out there but early logging parcels and small farms.

As a result, with an eye to honor our local veterans, the Parks Commission recommends the following names, in no particular order:

- **Kenny Marvin Veteran's Memorial Park**

As many of you may know, Kenneth Leo Marvin was a local resident who fought in World War II, was captured by the Japanese and interned in a prisoner of war camp in Japan for the duration of the war. Kenny Marvin survived his ordeal to return to live and work in Gig Harbor. There is much more information on Kenny Marvin that we can share, should you wish to learn more about him.

- **Veteran's Memorial Park**
- **Westside Park**

FISCAL CONSIDERATION

N/A

RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Council to select and adopt a name for the new City Park on 50th Street NW



**Business of the City Council
City of Gig Harbor, WA**

Subject: Planning Commission Work Program

Proposed Council Action: Move to accept Planning Commission Work Program as proposed

Dept. Origin: Planning Department

Prepared by: Jennifer Kester
Senior Planner *[Signature]*

For Agenda of: January 14, 2008

Exhibits: None

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *PK 1/8/08*

Approved as to form by City Atty: *Cam 1/8/08*

Approved by Finance Director: *N/A*

Approved by Department Head: *T.D. 1/7/08*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION/BACKGROUND

The Council last updated the Planning Commission's work program in June of 2007. Since that time, the Planning Commission has completed its work on the 2007 Comprehensive Plan amendments and Design Review Process Improvement Initiative. Recognizing the significant amount of time the Planning Commission has put towards those efforts and the number of text amendments delayed by that review, the staff has proposed a new system by which the Planning Commission's work program is organized.

The included work program has been organized by quarters of the year rather than tiers. The expectation is the Planning Commission will review those text amendments included in the first group in the 1st quarter of 2008. Both SEPA review and public hearings would be done during that quarter and the Planning Commission would make a recommendation to Council on all text amendments by the end of the quarter. This system should allow the Planning Commission to handle up to five items during the same three month period thereby increasing the number of text amendments processed in one year.

In addition, the quarterly system will allow the grouping of similar amendments together. For example the 2nd quarter of 2008 includes several text amendments related to the ED and PCD-BP zones and industrial uses. Grouping these together in one quarter allows for a comprehensive review on any issues related to employment and industrial uses in the City. The quarterly system also allows for frequent review of the Planning Commission's work program by the Planning and Building Committee. Prior to starting the 2nd quarter of 2008, the Planning and Building Committee will be asked to set the 2nd quarter work program. Text amendments which are submitted during the 1st quarter can be reviewed and if deemed important placed on the 2nd quarter program.

Finally, both the Design Review Process Improvement Initiative and Underground Garages have been removed from the work program. With the adoption of the Neighborhood Design Area policies and Residential Development Design policies in the 2007 update of the Comprehensive Plan, the Planning Commission has finished its concentrated review of design review issues. The Planning Commission will now review text amendments which implement these policies as part of their quarterly work program. The Planning Commission intends to include Design Review Board members during the discussion of those text amendments. If a text amendment related to a new policy requires extensive review time, the staff will convene a Planning Commission/Design Review Board sub-committee which will review and develop text amendments outside of the standard Planning Commission meetings.

In regards to the Underground Garages/Structures discussion, the Planning Commission had considerable discussion on the topic in November and December. The Planning Commission is preparing a basic recommendation to the Council on several new definitions for underground buildings, gross floor area and attics. The Council will review the Planning Commission recommendation on January 28th. The Planning Commission will be asking the Council to endorse their general direction. If the Council is in agreement with the basic proposal, the Commission will most likely hold public hearings in the 2nd quarter of 2008.

BOARD OR COMMITTEE RECOMMENDATION

After review of all the text amendments, the Planning and Building Committee recommended the work program below. The Council can accept this work program or modify the program. In order to continue productive Planning Commission meetings, the Commission began work on the amendments included in the 1st Quarter of 2008 at their January 3rd, 2008 meeting.

Planning Commission Work Program:

1st Quarter 2008:

- Nonconforming Uses in R-2 zone and Nonconforming Structures Regulations (ZONE 07-0031)
- Removal of Mixed Use District Overlay and determination of appropriate underlying zoning (ZONE 07-0006)
- Limiting Office Uses in Waterfront Millville Zone (ZONE 07-0013)
- Appropriateness of RB-1 zoning district locations and allowed uses in the RB-1 zone
- Implementation of Neighborhood Design Areas in Design Manual

2nd Quarter 2008:

- Review of Design Manual standards for Bujacich Road/NW Industrial neighborhood design area
- ED and PCD-BP Intent and Allowed Uses
- Suggested changes to land use matrix related to ED zone and industrial uses
- Residential developments design performance standards – significant vegetation
- Height Restriction Area Special Exception

3rd Quarter 2008:

- 2008 Comprehensive Plan Amendments
- C-1 Height Amendment
- Residential developments design performance standards

4th Quarter 2008:

- Emerging Text Amendments to be determined mid-2008
- Review of Design Manual standards for neighborhood design area to be determined.
- "Primary structure near front setback line" standards for each neighborhood.

Queue – Pending Placement: *(Placement could be on Planning Commission Work Program or Council could request direct consideration)*

- Zoning code amendments process
- Suggested Changes to Land Use Matrix
- Mobile advertising
- Junk vehicles
- Shoreline Master Program Update
- View Basin Sub Area Plan
- Minimum Residential Densities
- Zoning Code Definitions Consolidation
- Nonconforming Lot Adjustments

RECOMMENDATION / MOTION

Move to: Accept Planning Commission Work Program as proposed

DESCRIPTION OF TEXT AMENDMENTS

1st Quarter 2008:

Nonconforming Uses in R-2 zone and Nonconforming Structures Regulations (ZONE 07-0031), City Council-sponsored: The Council is currently considering an ordinance to allow the reconstruction of accidentally destroyed nonconforming residential uses in the R-2 zone, but only to the same or smaller dimensions and as long as such reconstruction occurs within one year. Furthermore, the ordinance makes changes to the regulations of nonconforming structures. Included in the ordinance is the Council's direction to the Planning Commission to review the ordinance and Nonconforming Chapter (GHMC 17.68) and provide a recommendation by July 1, 2008

Removal of Mixed Use District Overlay and determination of appropriate underlying zoning (ZONE 07-0006), City-sponsored: The City is asking that the Mixed Use District Overlay be removed from the zoning map and zoning code and appropriate zoning be established for those effected parcels. The current code is not clear on when and how the MUD overlay can be utilized (Chapter 17.91). The current code's silence on this issue has led to confusion for developers desiring to implement this overlay. The Planning and Building Committee along with the City Attorney and staff are recommending removal of the overlay; either reverting to the existing underlying zoning, rezoning properties to an appropriate zone or establishing a new Mixed Use District Zone.

Limiting Office Uses in Waterfront Millville (ZONE 07-0013), Carol Davis, submitted June 24, 2005: The amendment would limit professional offices to incidental uses in existing structures in the Waterfront Millville zone.

Appropriateness of RB-1 zoning district locations and allowed uses, City-sponsored, recommended by Planning and Building Committee on March 14, 2007: At the request of the Planning Commission in 2006, the City Council authorized the Planning Commission's review of the appropriateness of the locations of RB-1 zoning districts. In addition, the Council asked the Planning Commission to review the allowed uses in the RB-1 zone. During the Land Use Matrix process, the Planning Commission recommended further review of the several uses in the RB-1 zone. These uses will be reviewed during the development of any recommendations.

Implementation of Neighborhood Design Areas in Design Manual, City-sponsored as implementation of 2007 Comprehensive Plan policies: The first step in implementing the new Neighborhood Design Area policies and map to determine how to apply the design areas in the Design Manual. This includes determining if the use of a matrix would be appropriate – outlining which Design Manual standards are applicable to which design areas. Of more importance is to determine how to apply the Neighborhood Design Areas at the point where Neighborhood Design Areas meet. Once that is determined, the Commission can move on to identifying design standards for each area. This is not a proposed text amendment but a discussion item. Any recommendations on the implementation of Neighborhood Design Areas will be held until the Planning Commission has reviewed the standards for the first Neighborhood Design Area.

2nd Quarter 2008:

Review of Design Manual standards for Bujacich Road/NW Industrial neighborhood design area, City-sponsored as implementation of 2007 Comprehensive Plan policies: Review of the Design Manual standards to determine which standards should be applicable to the Bujacich Road/NW Industrial neighborhood design area.

ED and PCD-BP Intent and Allowed Uses, Planning and Building Committee-sponsored, recommended by Committee on April 16, 2007: After a review of the intent statements for the ED and PCD-BP zones, the committee noticed that some uses allowed or conditionally allowed in those zones may not be consistent with the intent statement. Uses such as family day care provider, adult family home, community recreation halls, clubs, personal services, product services level 1, independent and assisted living facilities, skilled nursing homes, houses of religious worship, and indoor and outdoor recreation are allowed or conditionally allowed in the either the ED and/or PCD-BP zones. The committee recommended the Planning Commission review the intent and compatibility of allowed uses in the BP and ED zones.

Suggested changes to land use matrix related to ED/PCD-BP zone and industrial uses, Planning Commission-sponsored: During the Land Use Matrix process, the Planning Commission recommended further review of the several issues related to the ED/PCD-BP zone and industrial uses. These would be reviewed together with the ED and PCD-BP intent and allowed uses text amendment.

Residential developments design performance standards – significant vegetation, City-sponsored as implementation of 2007 Comprehensive Plan policies: This amendment would include the review of current standards for significant vegetation retention in residential developments and review of perimeter buffer requirements in residential developments. The

Planning Commission would develop text amendments for tree retention and landscaping in residential developments.

Height Restriction Area Special Exception, Halsan Frey LLC, originally submitted September 12, 2005; revised on May 25, 2007: This proposal has been modified to provide a special exception process by which a parcel may be excepted out of height limitations if certain criteria is met.

3rd Quarter 2008:

2008 Comprehensive Plan Amendments: Review of those amendments submitted for the 2008 Comprehensive Plan Amendment cycle.

C-1 Height Amendment, WWR Properties, Inc., submitted January 25, 2007: The proposed text amendment would increase the allowed height of structures within the C-1 zone from 35 feet to 45 feet. The proposal would not modify the height limitation for those parcels with a C-1 zoning classification in the Height Restriction Area.

Residential developments design performance standards, City-sponsored as implementation of 2007 Comprehensive Plan policies: Continued discussion and development of text amendments to implement residential development design policies including lot layout, vehicular and pedestrian connections and neighborhood characteristics.

4th Quarter 2008:

“Primary structure near front setback line” standards for each neighborhood, City-sponsored as implementation of 2007 Design Review Process Improvement Initiative: Review of multifamily and nonresidential requirement for primary structure near front setback line. Determine if standards should vary by neighborhood design area.

Queue – Pending Placement:

Zoning Code Amendments process: Development of a codified process, similar to the Comprehensive Plan Amendment process, for zoning code amendments. The process for amending the zoning code is not well defined in the zoning code.

Suggested Changes to the Land Use Matrix, Planning Commission-sponsored: As a result of their work on the Land Use Matrix, the Planning Commission will review text amendments which make the uses allowed within the City and certain zones more consistent with the intent of the zoning code. Review of the changes will occur with other text amendments with similar content.

Mobile Advertising: Review of a text amendment which would prohibit those vehicles whose sole purpose is to advertise (e.g. trucks with billboards).

Junk Vehicles: An update to the City’s junk vehicles regulations.

Shoreline Master Program Update: This is a requirement of the State of Washington. Gig Harbor’s current shoreline regulations were developed in the 1970’s and need to be revised.

The stakeholders group for the master program update will frequently report back to the Planning Commission on its activities and recommendations.

View Basin Sub Area Plan: Begin the development of a sub-area plan for the downtown and view basin. The stakeholders group for the master plan will frequently report back to the Planning Commission on its activities and recommendations.

Minimum Residential Densities, City Council-sponsored, submitted January 23, 2006: The Council directed staff to make a recommendation for minimum densities in all residential zones.

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

Nonconforming Lot Adjustments, Planning Commission-sponsored, requested February 16, 2006: After discussing the nonconforming lot combination amendment, the Planning Commission moved that the "City Council direct the Planning Commission to look at having staff draft a proposal to modify the Boundary Line Adjustment section to allow nonconforming lots to become less nonconforming." Recent case law may not allow such adjustments through the boundary line adjustment process; staff is working with Carol to determine the viability of this amendment.



Business of the City Council
City of Gig Harbor, WA

**Subject: Gig Harbor Police Council Report
For November 2007**

Dept. Origin: Police Department

Prepared by: Chief Mike Davis 

For Agenda of: January 14, 2007

Proposed Council Action: Review

Exhibits: Report attached

Initial & Date

Concurred by Mayor:

SH 12/21/07

Approved by City Administrator:

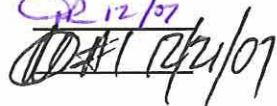
RJK 12/21/07

Approved as to form by City Atty:

Approved by Finance Director:

CR 12/07

Approved by Department Head:

 12/21/07

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS *MD*
SUBJECT: GHPD MONTHLY REPORT FOR NOVEMBER 2007
DATE: JANUARY 14TH, 2007

DEPARTMENTAL ACTIVITIES

November 2007 YTD ***calls for service*** when compared to November 2006 YTD ***calls for service*** show an increase of 1288 dispatched calls. Essentially this means the community has requested our services more often this year. This trend has continued throughout 2007.

As of November 2007, we have seen 193 more ***reports written*** by our officers than at the same time in 2006. This follows our current trend of increased calls for service.

DUI arrests for 2007 YTD are up by 37 compared to 2006 YTD! Our nightshift is continuing to do a very great job focusing on impaired driving enforcement. I am very pleased with this increased focus on impaired driving.

Our ***traffic infractions*** are up 538 this year; and our criminal traffic citations are up by 141. Statistics show our November 2007 YTD ***traffic accidents*** have decreased by 30 accidents when compared to November 2006 YTD... this is good news.

November 2007 YTD statistics show our ***misdemeanor*** arrests are up by 24 and our ***felony arrests*** are down by 11 when compared to the same time period in 2006.

Attached you will find several graphs that track 2007 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress through 2007 (remember some of the graphs contain cumulative numbers).

The Reserve Unit provided 70.5 hours of volunteer time in November. We currently have two active members in the unit and anticipate enrolling an additional recruit into the Reserve Academy in January.

The COPS (Citizens on Patrol) program was active in November. Ken McCray worked 32.5 hours during the month of November placing the speed trailer at the following locations:

- ✓ Harborview

- ✓ North Creek
- ✓ Vernhardson
- ✓ Briarwood
- ✓ Pt. Fosdick

We are currently in the final stages of a background investigation on a very qualified lateral officer that we plan on hiring in January. He is currently employed with the Post Falls Police Department in Idaho. His wife grew up in the Gig Harbor area and has family here.

During the month of November the **Marine Services Unit (MSU)** was inactive on the water.

Category	November 2007					
	November 2006	November 2007	Change	YTD 2006	YTD 2007	Change
Calls for Service	351	526	175	3841	5129	1288
General Reports	172	159	-13	1520	1713	193
Criminal Traffic	7	23	16	82	223	141
Infractions	81	96	15	921	1459	538
Criminal Citations	0	27	27	8	224	216
Warrant Arrests	6	11	5	65	96	31
Traffic Reports	17	16	-1	188	158	-30
DUI Arrests	3	6	3	33	70	37
Misdemeanor Arrests	30	46	16	347	371	24
Felony Arrests	11	12	1	117	106	-11
FIR's	2	8	6	21	53	32

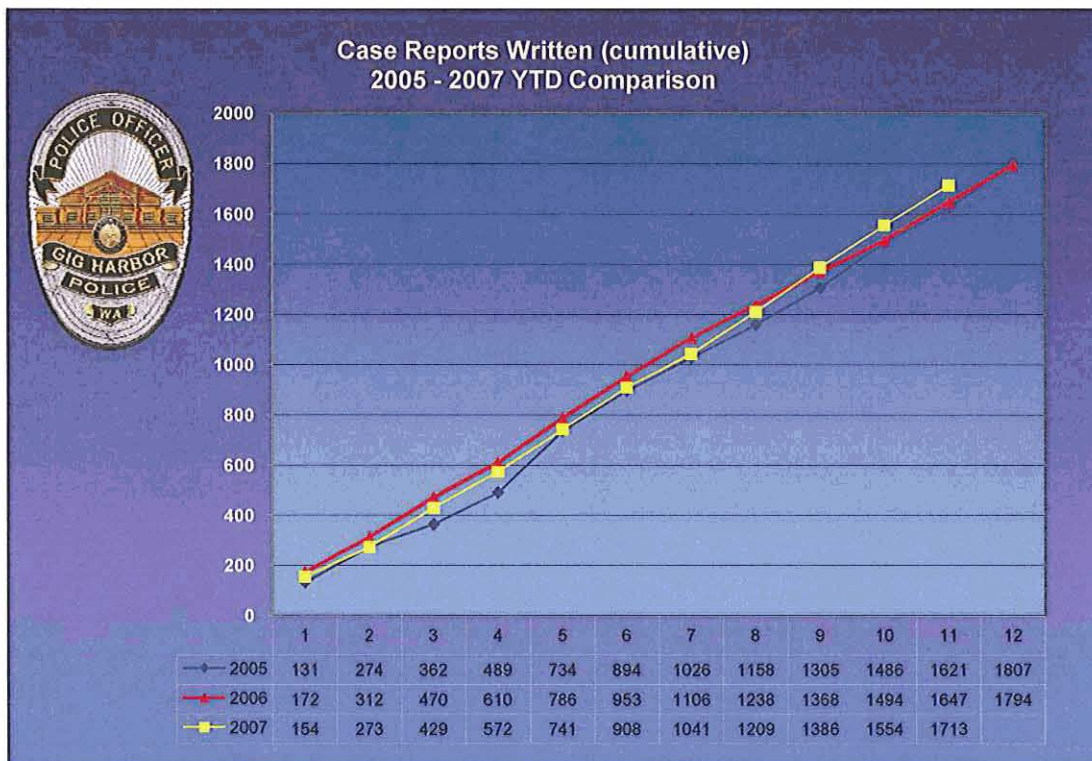
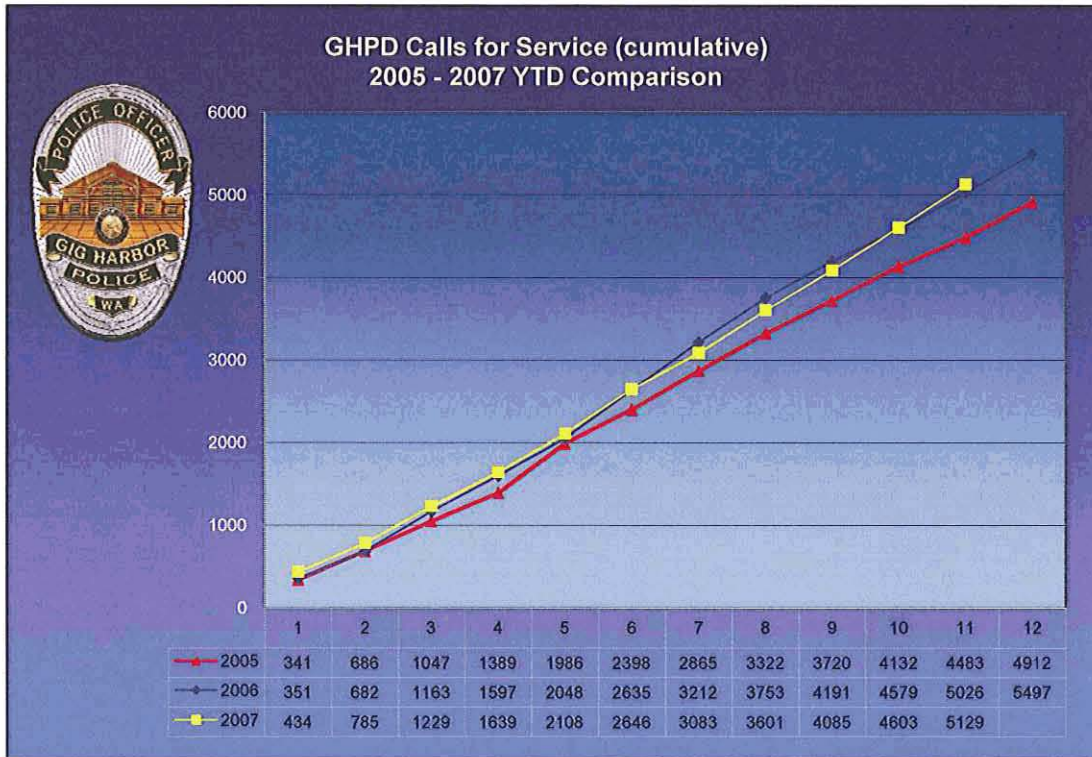
TRAFFIC ACCIDENTS FOR NOVEMBER 2007					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
11/1/2007	16:34	Hunt St. @ Wollochet	Non	GH071415	67
11/1/2007	3:29	125th St. Ct & Canterwood Blvd.	Non	GH071408	22
11/1/2007	8:04	Borgen Blvd. & Burnham Dr.	R/A - H&R	GH071409	N/A
11/2/2007	7:12	Olympic Dr. @ SR 16	INJ	GH071416	54
11/3/2007	1:04	Borgen Blvd. & Canterwood Blvd.	Non	GH071425	21
11/5/2007	15:40	5225 Olympic Dr.	Non	GH071437	78
11/6/2007	15:30	4700 Harbor Country Dr	Non	GH071440	28
11/8/2007	17:00	Borgen Blvd & Harbor Hill	Non	GH071452	20
11/12/2007	10:25	Burnham Dr. & Borgen Blvd.	R/A-Non	GH071469	16
11/13/2007	6:30	5000 Olympic Dr.	Non	GH071472	29
11/14/2007	9:13	45th St. Ct. NW & Pt. Fosdick Dr.	INJ	GH071480	59
11/14/2007	11:09	10550 Harbor Hill Dr.	Non	GH071483	31
11/14/2007	18:10	Pioneer Way & Stinson Ave.	INJ	GH071488	58
11/14/2007	12:00	Harborview Dr. & Pioneer Way	Non	GH071484	57
11/15/2007	20:35	4309 Burnham Dr.	H&R	GH071491	N/A
11/15/2007	23:30	5114 Pt. Fosdick Dr.	P-Lot-H&R	GH071493	N/A
11/21/2007			H&R	GH071514	N/A
11/21/2007	17:57	Olympic & Pt. Fosdick Dr.	Non	GH071520	16
11/22/2007	21:00	6575 Kimball Dr.	P-Lot - H&R	GH071525	N/A
11/24/2007	23:46	7311 Stinson Ave.	Non	GH071527	31
11/25/2007	16:05	4831 Pt. Fosdick Dr.	Non	GH071529	26
11/26/2007	10:15	5500 Olympic Dr.	P-Lot - H&R	GH071534	N/A
11/28/2007	13:40	3200 Pt. Fosdick Dr.	Non	GH071540	62
11/30/2007	18:14	Olympic Dr & SR16	Non	GH071548	48

For the 2008 Budget we identified response times as a performance measure. We have been tracking these times during 2007 to establish a baseline. Priority 1 calls are our most serious in progress calls and the Priority 3 calls are the routine calls for service. I have our YTD response times illustrated in the chart below.

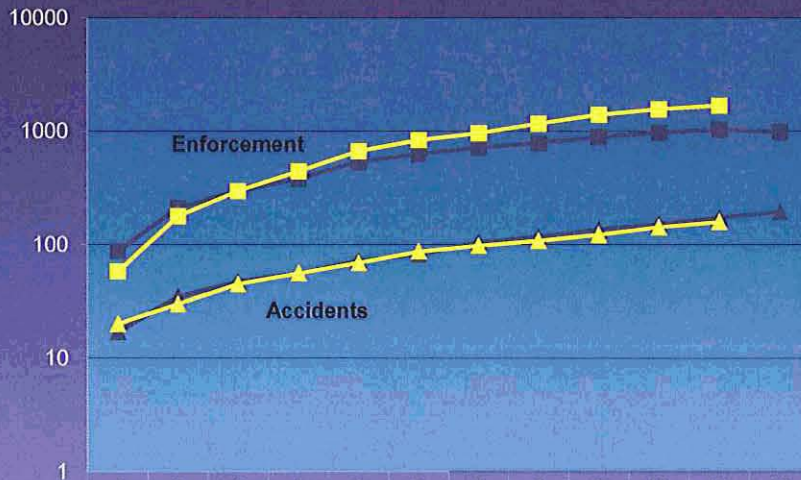
2007 YTD Response Times

	P1	P2	P3
January	4.72	7.5	11.71
February	4.87	7.6	9.4
March	2.72	8.16	9.94
April	5.78	7.09	10.25
May	4.01	6.7	9.39
June	5.62	6.71	10.71
July	5.01	7.77	9.67
August	4.68	6.95	10.26
September	5.52	6.56	10.78
October	2.62	8.16	11.06
November	2.96	8.03	9.19
December	0	0	0
Totals	48.51	81.23	112.36
Minutes	4.04	6.77	9.36

November 2007 YTD MONTHLY ACTIVITY GRAPHS

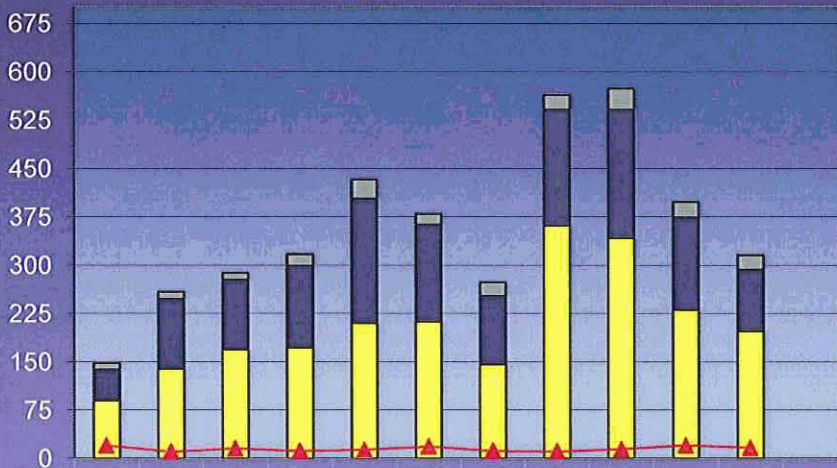


Trends: Traffic Enforcements vs. Accidents 2006 - 2007 YTD Comparison (cumulative)



	1	2	3	4	5	6	7	8	9	10	11	12
2006 Infractions + Citations	88	211	297	382	536	628	717	788	888	970	1038	985
2007 Infractions + Citations	58	178	297	442	665	833	961	1164	1396	1563	1682	
2006 Reportable Accidents	17	35	47	56	72	82	105	117	136	152	173	194
2007 Reportable Accidents	20	30	45	56	69	87	98	108	122	142	158	

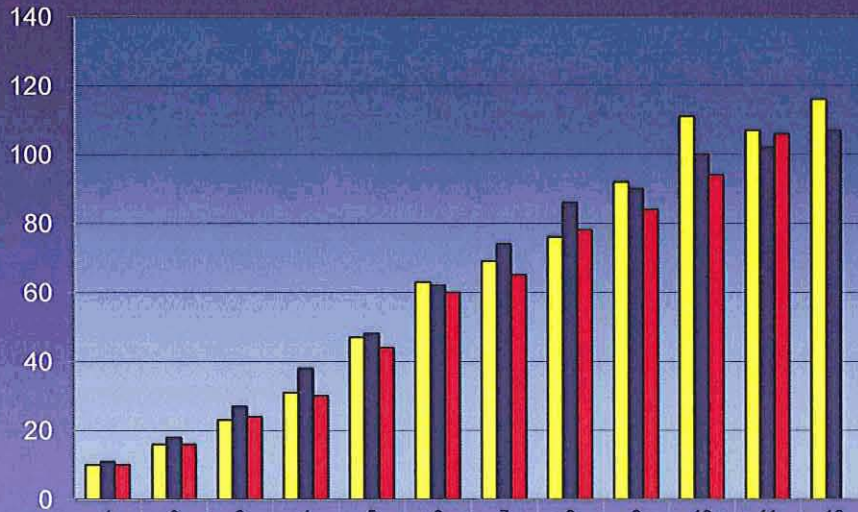
2007 Traffic Enforcement vs. Accidents Comparison Monthly Totals



	1	2	3	4	5	6	7	8	9	10	11	12
Criminal Traffic Citations	10	12	11	18	30	17	22	23	33	24	23	0
Infractions	48	108	108	127	193	151	106	180	199	143	96	0
Verbal Warnings	90	139	169	172	210	212	146	361	342	231	197	0
Accidents	20	10	15	11	13	18	11	10	14	20	16	



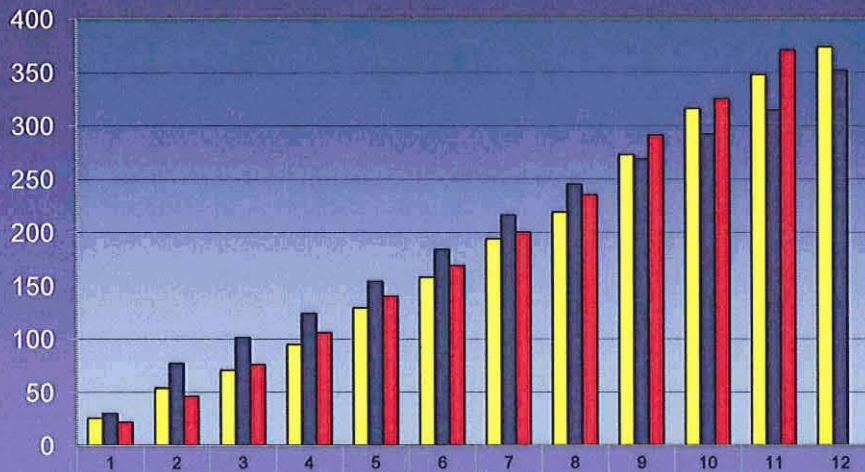
Felony Arrests (cumulative) 2005 - 2007 YTD Comparison



■ 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
■ Felony 2007	10	16	24	30	44	60	65	78	84	94	106	

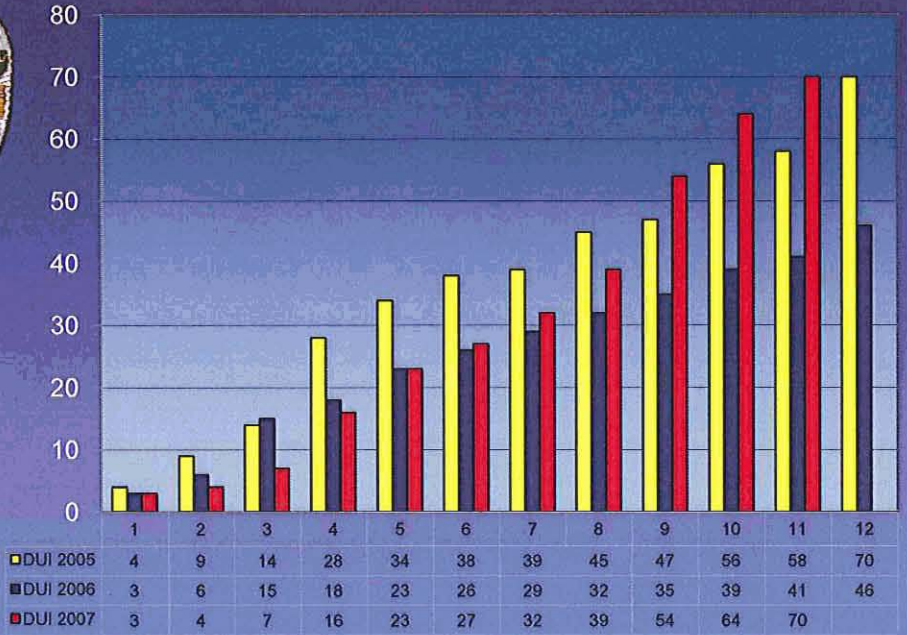


Misdemeanor Arrests (Cumulative) 2005 - 2007 YTD Comparison

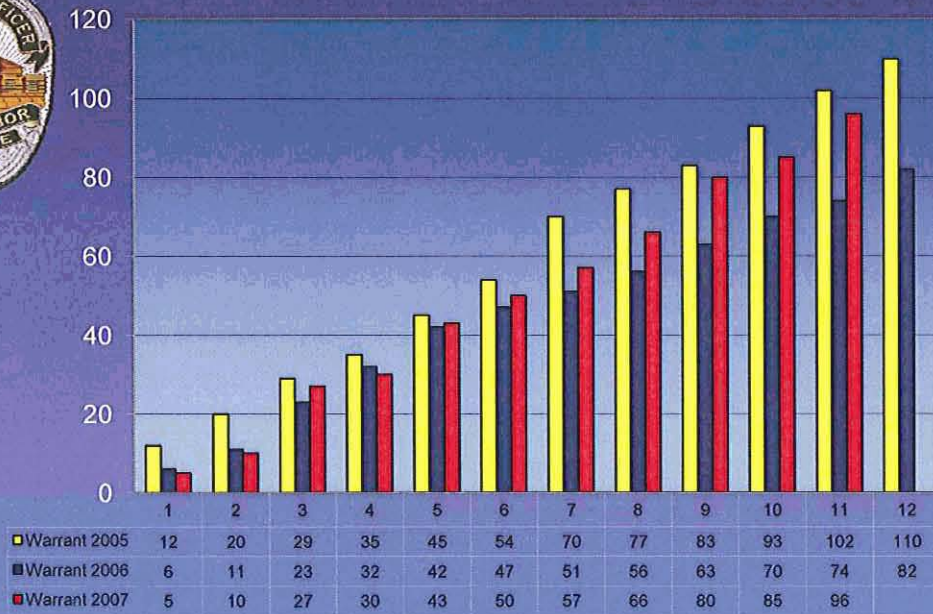


■ Misdemeanor 2005	26	54	71	95	129	158	194	219	273	316	348	374
■ Misdemeanor 2006	30	77	101	124	154	184	216	245	269	292	315	352
■ Misdemeanor 2007	22	46	76	106	140	169	200	235	291	325	371	

**DUI Arrests (cumulative)
2005 - 2007 YTD Comparison**



**Warrant Arrests (cumulative)
2005 - 2007 YTD Comparison**





Business of the City Council
City of Gig Harbor, WA

Subject: Gig Harbor Police December 2007
Council Report

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *(Signature)*

For Agenda of: January 14, 2008

Proposed Council Action: Review

Exhibits: Report attached

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *(Signature)*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS *MD*
SUBJECT: GHPD MONTHLY REPORT FOR DECEMBER 2007
DATE: JANUARY 14TH, 2007

DEPARTMENTAL ACTIVITIES

2007 YTD *calls for service* when compared to 2006 YTD *calls for service* show an increase of 1466 dispatched calls. Essentially this means the community has requested our services more often this past year compared to 2006.

In 2007, we saw 154 more *reports written* by our officers than in 2006. This follows our current trend of increased calls for service.

DUI arrests for 2007 YTD are up by 41 compared to 2006 YTD! Our nightshift is continuing to do a very great job focusing on impaired driving enforcement. I am very pleased with this increased focus on impaired driving and we will continue our efforts to take impaired drivers off our city roadways in 2008.

Our *traffic infractions* are up 547 this year; and our criminal traffic citations are up by 158. Statistics show our 2007 YTD *traffic accidents* have decreased by 33 accidents when compared to 2006 YTD... this is good news and an indication our goals and objectives dealing with traffic safety are providing positive results.

2007 YTD statistics show our *misdemeanor* arrests are up by 24 and our *felony arrests* are down by 15 when compared to 2006.

The **Reserve Unit** provided a total of 54.5 hours of support to our regular officers in December. We completed the background investigation on one reserve candidate and have deemed him qualified to move forward in the process. He will be attending the Reserve Academy in Fife for the next three months.

We are currently in the final stages of a background investigation on a very qualified lateral officer that we plan on hiring in January. He is currently employed with the Post Falls Police Department in Idaho. His wife grew up in the Gig Harbor area and has family here. Update: Joe Hicks has been hired and his first day at work will be January 28th, 2008.

During the month of December the **Marine Services Unit (MSU)** provided seven hours of on the water services while participating in the "Special People's Cruise" (4 hours) and the "Lighted Boat Parade" (3 hours).

We finished up 2007 with 216 False Alarm reports. Before implementation of our False Alarm Compliance Reporting System we were receiving over 600 false alarm reports a year. Over 95% of our alarm calls turn out to be false, which is a tremendous waste of department resources.

Category	December 2007					
	December 2006	December 2007	Change	YTD 2006	YTD 2007	Change
Calls for Service	351	529	178	4192	5658	1466
General Reports	172	133	-39	1692	1846	154
Criminal Traffic	7	24	17	89	247	158
Infractions	81	90	9	1002	1549	547
Criminal Citations	0	9	9	124	233	109
Warrant Arrests	6	10	4	71	106	35
Traffic Reports	17	14	-3	205	172	-33
DUI Arrests	3	7	4	36	77	41
Misdemeanor Arrests	30	30	0	377	401	24
Felony Arrests	11	7	-4	128	113	-15
FIR's	2	0	-2	23	53	30

TRAFFIC ACCIDENTS FOR DECEMBER 2007					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
12/1/2007	18:20	Harbor Hill & Borgen Blvd.	P-Lot	GH071551	54
12/3/2007	17:40	Rosedale St & Skansie Ave.	Inj	GH071560	31
12/4/2007	18:43	56th St. & 38th Ave.	Inj	GH071562	17
12/5/2007	9:45	56th St. NW & 38th Ave.	Non	GH071564	83
12/7/2007	10:00	3500 Judson St.	P-Lot	GH071569	N/A
12/10/2007	8:45	Pioneer Way & Stinson Ave.	INJ	GH071580	20
12/10/2007	10:00	Olympic Dr. & Hollycroft	Non	GH071582	51
12/11/2007	1:18	Harborview & N. Harborview	Non	GH071583	22
12/11/2007	12:00	10990 Harbor Hill Dr.	P-Lot H&R	GH071586	N/A
12/13/2007	13:23	Soundview Dr. & 62nd St.	Non	GH071594	27
12/13/2007	15:00	5100 Pt. Fosdick Dr.	Non	GH071595	76
12/14/2007	15:45	4800 Pt. Fosdick Dr.	Non	GH071601	45
12/14/2007	14:20	11400 51st Ave.	Non	GH071602	N/A
12/15/2007	22:15	N. Harborview & Burnham Dr.	R/A - Non	GH071606	23
12/16/2007	12:45	Peacock Hill Dr & 105th St	Non	GH071608	30
12/17/2007	7:20	Olympic Dr & 50th St.Ct.	Non	GH071609	18
12/20/2007	20:40	11400 51st Ave.	P-Lot H&R	GH071625	N/A
12/21/2007	1:12	56th St. & Olympic Dr.	Non	GH071627	43
12/22/2007	14:00	5500 Olympic Dr.	P-Lot H&R	GH071631	N/A
12/23/2007	9:00	3201 Harborview Dr.	Non	GH071636	N/A
12/27/2007	10:30	Pioneer Way & Kimball Dr.	Non	GH071644	18
12/28/2007	14:56	Burnham Dr. & Borgen Blvd.	R/A	GH071649	59
12/28/2007	17:00	4831 Pt. Fosdick Dr.	P-Lot	GH071650	N/A
12/29/2007	9:45	10990 Harbor Hill Dr.	P-Lot H&R	GH071654	N/A
12/27/2007	17:30	5100 Borgen Blvd.	P-Lot	GH071655	N/A

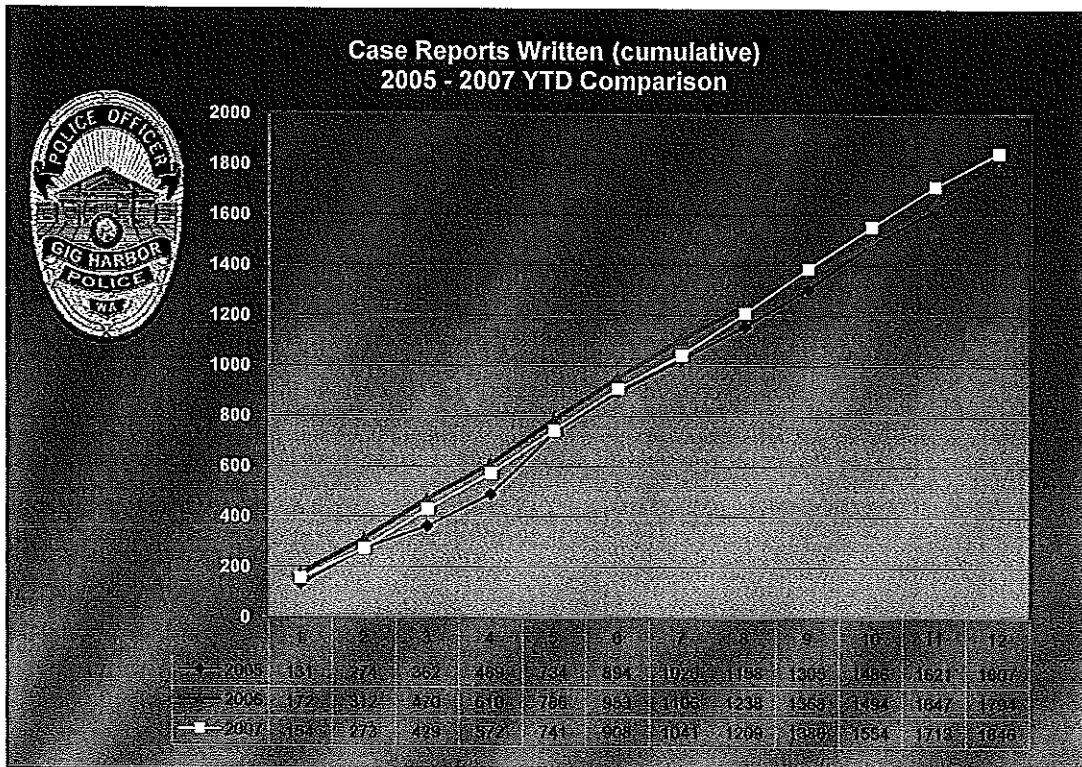
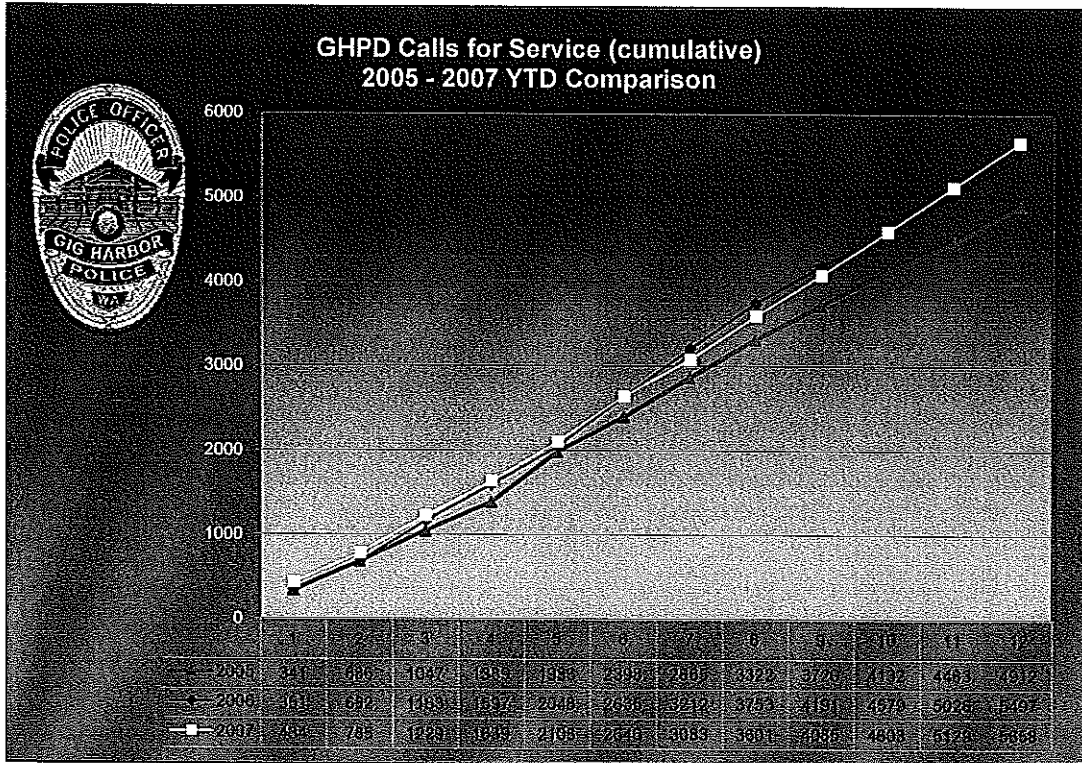
For the 2008 Budget we identified response times as a performance measure. We have been tracking these times during 2007 to establish a baseline. Priority 1 calls are our most serious in progress calls and the Priority 3 calls are the routine calls for service. I have our YTD response times illustrated in the chart below.

2007 Response Times YTD

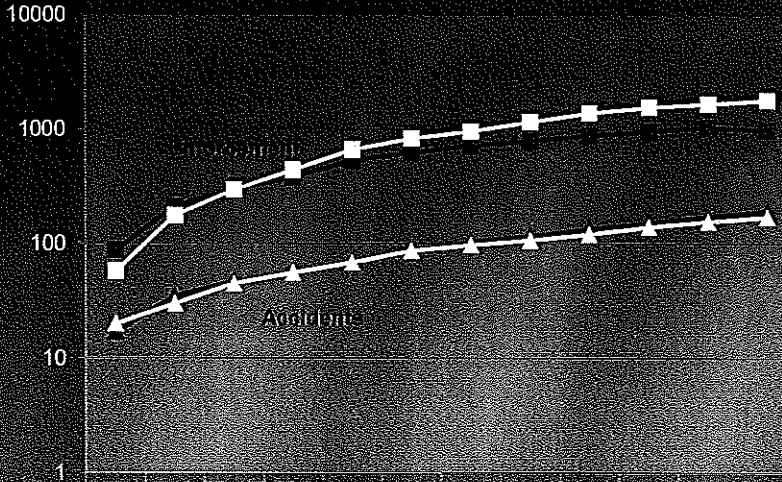
	P1	P2	P3
January	4.72	7.5	11.71
February	4.87	7.6	9.4
March	2.72	8.16	9.94
April	5.78	7.09	10.25
May	4.01	6.7	9.39
June	5.62	6.71	10.71
July	5.01	7.77	9.67
August	4.68	6.95	10.26
September	5.52	6.56	10.78
October	2.62	8.16	11.06
November	2.96	8.03	9.19
December	5.31	7.16	6.28
Totals	53.82	88.39	118.64
Minutes	4.49	7.37	9.89

Attached you will find several graphs that track 2007 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress through 2007 (remember some of the graphs contain cumulative numbers).

DECEMBER 2007 YTD MONTHLY ACTIVITY GRAPHS

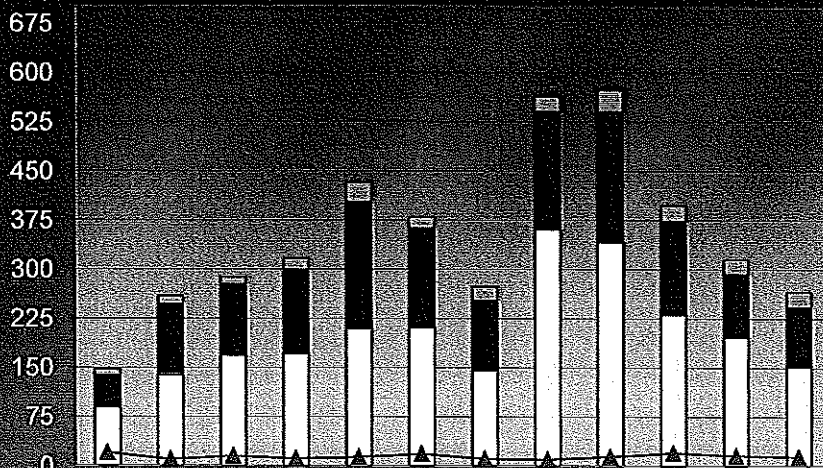


Trends: Traffic Enforcements vs. Accidents 2006 - 2007 YTD Comparison (cumulative)



	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
2006 Enforcement Citations	60	241	307	400	505	624	717	768	864	970	1035	1055
2007 Enforcement Citations	60	276	337	442	510	631	681	728	838	884	935	970
2006 Reportable Accidents	17	35	47	56	72	85	105	117	131	152	173	194
2007 Reportable Accidents	20	30	41	46	59	67	88	108	122	138	148	172

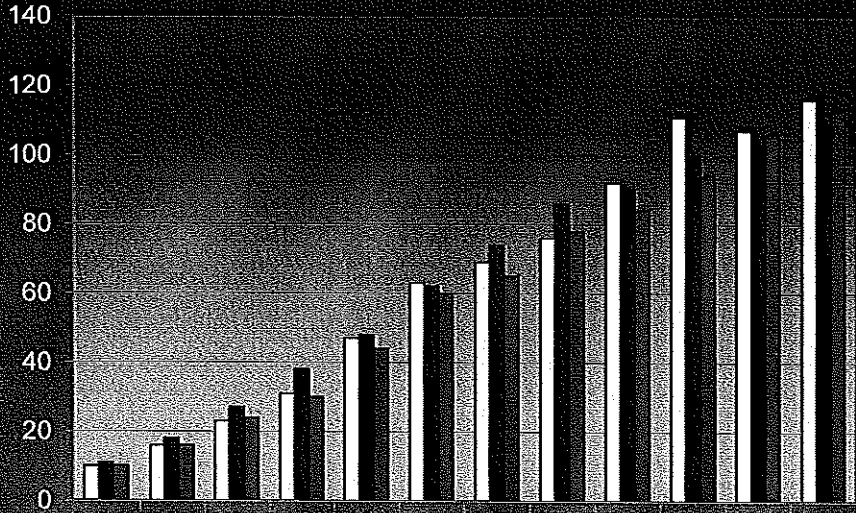
2007 Traffic Enforcement vs. Accidents Comparison Monthly Totals



	1	2	3	4	5	6	7	8	9	10	11	12
Outstanding Traffic Citations	10	12	11	10	15	17	20	23	25	24	20	20
Infractions	16	108	106	127	153	151	105	189	189	144	81	50
Verbal Warnings	80	135	152	172	210	212	186	301	342	231	198	132
Accidents	20	10	15	11	15	18	11	10	14	20	16	14



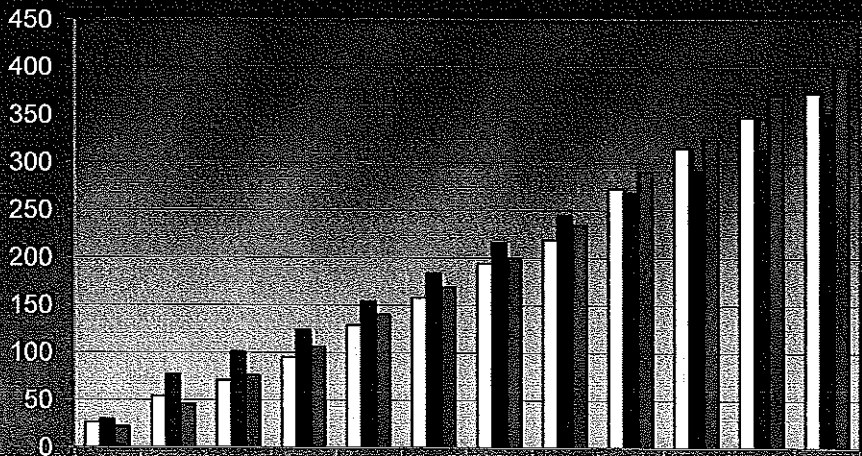
Felony Arrests (cumulative) 2005 - 2007 YTD Comparison



Felony 2005	10	11	24	31	47	63	71	81	93	107	107	116
Felony 2006	11	19	27	38	49	65	74	87	95	109	107	113
Felony 2007	10	16	24	30	44	60	68	78	88	100	102	113



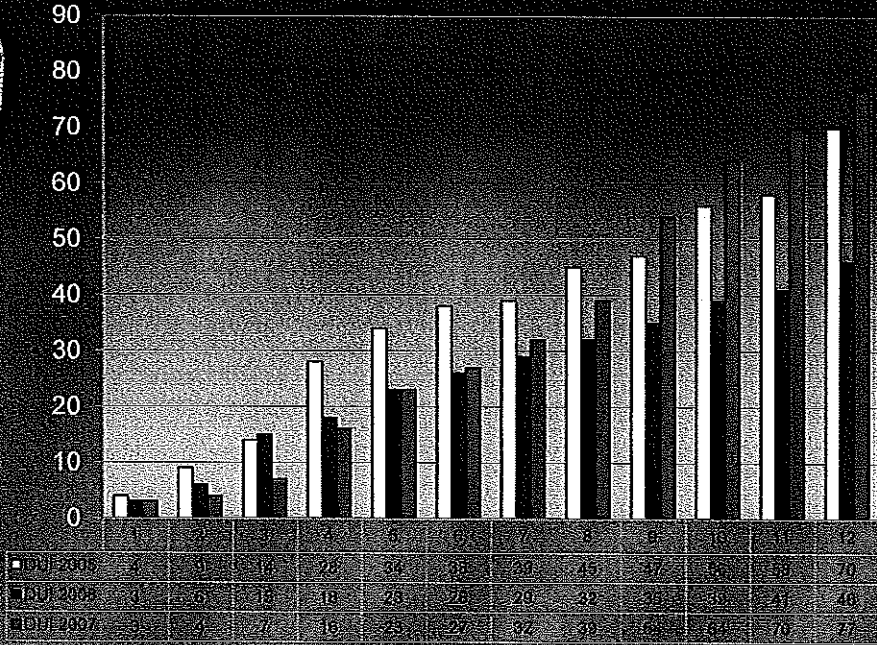
Misdemeanor Arrests (Cumulative) 2005 - 2007 YTD Comparison



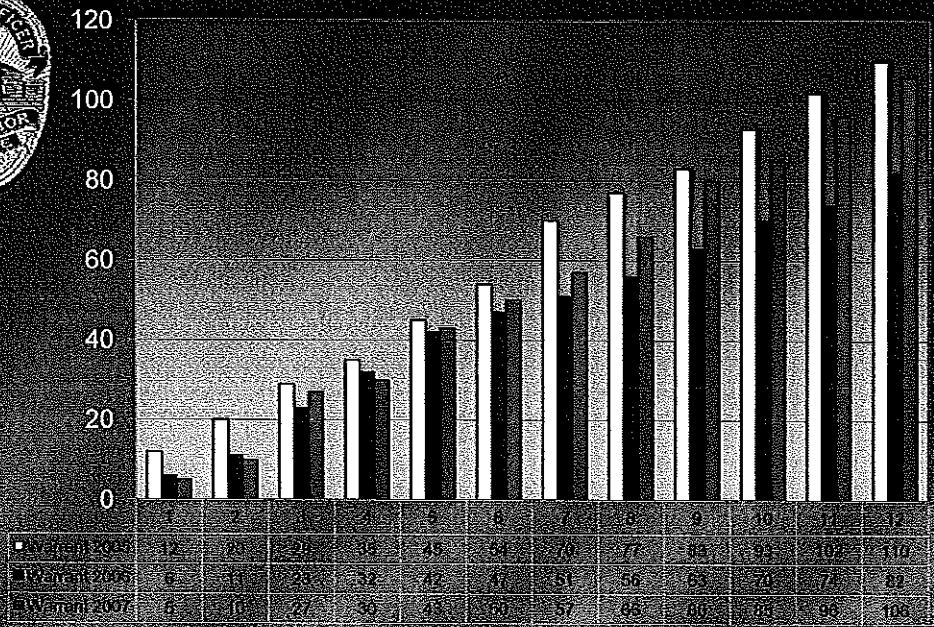
Misdemeanor 2005	28	54	71	95	125	154	194	218	274	316	349	374
Misdemeanor 2006	30	77	101	124	154	184	215	245	269	292	315	355
Misdemeanor 2007	28	46	70	100	130	159	200	235	260	295	371	400



DUI Arrests (cumulative) 2005 - 2007 YTD Comparison



Warrant Arrests (cumulative) 2005 - 2007 YTD Comparison



[The text in this block is extremely faint and illegible. It appears to be a large block of text, possibly a list or a series of paragraphs, but the characters are too small and blurry to transcribe accurately.]



Business of the City Council
City of Gig Harbor, WA

Subject: Gig Harbor Police December 2007
Council Report

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *(Signature)*

For Agenda of: January 14, 2008

Proposed Council Action: Review

Exhibits: Report attached

Initial & Date

Concurred by Mayor:

CDH 1/11/07

Approved by City Administrator:

PAK 1/9/07

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *(Signature)*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS 
SUBJECT: GHPD MONTHLY REPORT FOR DECEMBER 2007
DATE: JANUARY 14TH, 2007

DEPARTMENTAL ACTIVITIES

2007 YTD *calls for service* when compared to 2006 YTD *calls for service* show an increase of 1466 dispatched calls. Essentially this means the community has requested our services more often this past year compared to 2006.

In 2007, we saw 154 more *reports written* by our officers than in 2006. This follows our current trend of increased calls for service.

DUI arrests for 2007 YTD are up by 41 compared to 2006 YTD! Our nightshift is continuing to do a very great job focusing on impaired driving enforcement. I am very pleased with this increased focus on impaired driving and we will continue our efforts to take impaired drivers off our city roadways in 2008.

Our *traffic infractions* are up 547 this year; and our criminal traffic citations are up by 158. Statistics show our 2007 YTD *traffic accidents* have decreased by 33 accidents when compared to 2006 YTD... this is good news and an indication our goals and objectives dealing with traffic safety are providing positive results.

2007 YTD statistics show our *misdemeanor* arrests are up by 24 and our *felony arrests* are down by 15 when compared to 2006.

The Reserve Unit provided a total of 54.5 hours of support to our regular officers in December. We completed the background investigation on one reserve candidate and have deemed him qualified to move forward in the process. He will be attending the Reserve Academy in Fife for the next three months.

We are currently in the final stages of a background investigation on a very qualified lateral officer that we plan on hiring in January. He is currently employed with the Post Falls Police Department in Idaho. His wife grew up in the Gig Harbor area and has family here. Update: Joe Hicks has been hired and his first day at work will be January 28th, 2008.

During the month of December the Marine Services Unit (MSU) provided seven hours of on the water services while participating in the "Special People's Cruise" (4 hours) and the "Lighted Boat Parade" (3 hours).

We finished up 2007 with 216 False Alarm reports. Before implementation of our False Alarm Compliance Reporting System we were receiving over 600 false alarm reports a year. Over 95% of our alarm calls turn out to be false, which is a tremendous waste of department resources.

Category	December	December	Change	YTD	YTD	Change
	2006	2007		2006	2007	
Calls for Service	351	529	178	4192	5658	1466
General Reports	172	133	-39	1692	1846	154
Criminal Traffic	7	24	17	89	247	158
Infractions	81	90	9	1002	1549	547
Criminal Citations	0	9	9	124	233	109
Warrant Arrests	6	10	4	71	106	35
Traffic Reports	17	14	-3	205	172	-33
DUI Arrests	3	7	4	36	77	41
Misdemeanor Arrests	30	30	0	377	401	24
Felony Arrests	11	7	-4	128	113	-15
FIR's	2	0	-2	23	53	30

TRAFFIC ACCIDENTS FOR DECEMBER 2007					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
12/1/2007	18:20	Harbor Hill & Borgen Blvd.	P-Lot	GH071551	54
12/3/2007	17:40	Rosedale St & Skansie Ave.	Inj	GH071560	31
12/4/2007	18:43	56th St. & 38th Ave.	Inj	GH071562	17
12/5/2007	9:45	56th St. NW & 38th Ave.	Non	GH071564	83
12/7/2007	10:00	3500 Judson St.	P-Lot	GH071569	N/A
12/10/2007	8:45	Pioneer Way & Stinson Ave.	INJ	GH071580	20
12/10/2007	10:00	Olympic Dr. & Hollycroft	Non	GH071582	51
12/11/2007	1:18	Harborview & N. Harborview	Non	GH071583	22
12/11/2007	12:00	10990 Harbor Hill Dr.	P-Lot H&R	GH071586	N/A
12/13/2007	13:23	Soundview Dr. & 62nd St.	Non	GH071594	27
12/13/2007	15:00	5100 Pt. Fosdick Dr.	Non	GH071595	76
12/14/2007	15:45	4800 Pt. Fosdick Dr.	Non	GH071601	45
12/14/2007	14:20	11400 51st Ave.	Non	GH071602	N/A
12/15/2007	22:15	N. Harborview & Burnham Dr.	R/A - Non	GH071606	23
12/16/2007	12:45	Peacock Hill Dr & 105th St	Non	GH071608	30
12/17/2007	7:20	Olympic Dr & 50th St.Ct.	Non	GH071609	18
12/20/2007	20:40	11400 51st Ave.	P-Lot H&R	GH071625	N/A
12/21/2007	1:12	56th St. & Olympic Dr.	Non	GH071627	43
12/22/2007	14:00	5500 Olympic Dr.	P-Lot H&R	GH071631	N/A
12/23/2007	9:00	3201 Harborview Dr.	Non	GH071636	N/A
12/27/2007	10:30	Pioneer Way & Kimball Dr.	Non	GH071644	18
12/28/2007	14:56	Burnham Dr. & Borgen Blvd.	R/A	GH071649	59
12/28/2007	17:00	4831 Pt. Fosdick Dr.	P-Lot	GH071650	N/A
12/29/2007	9:45	10990 Harbor Hill Dr.	P-Lot H&R	GH071654	N/A
12/27/2007	17:30	5100 Borgen Blvd.	P-Lot	GH071655	N/A

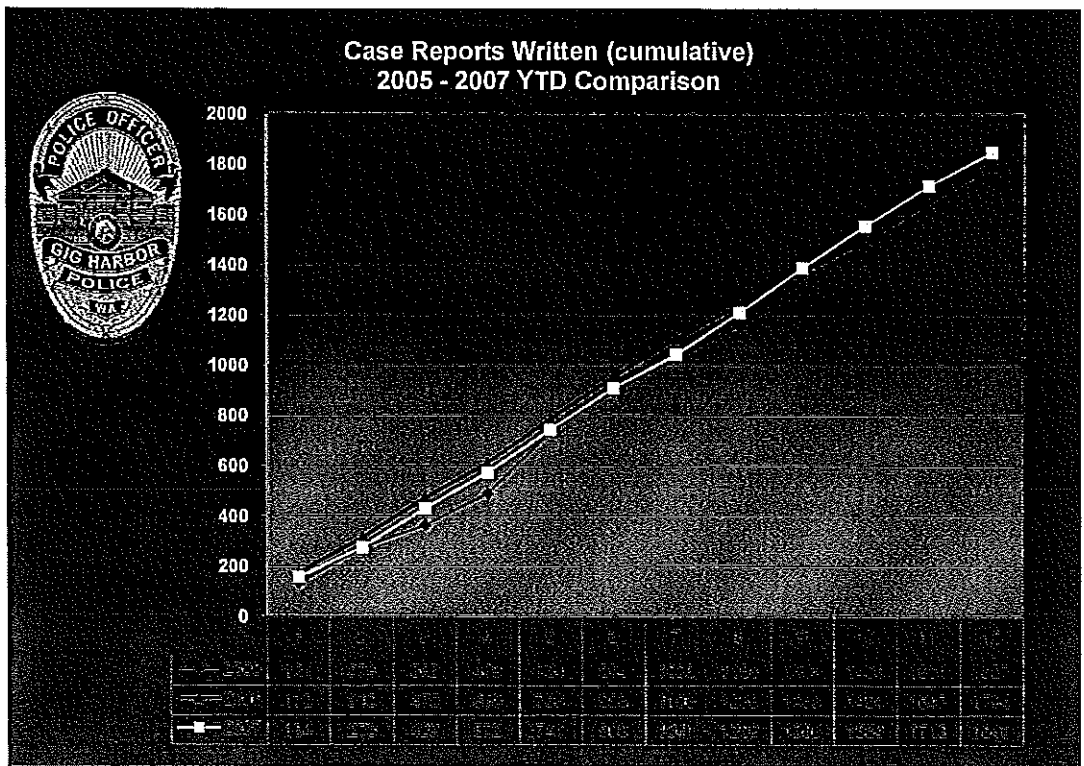
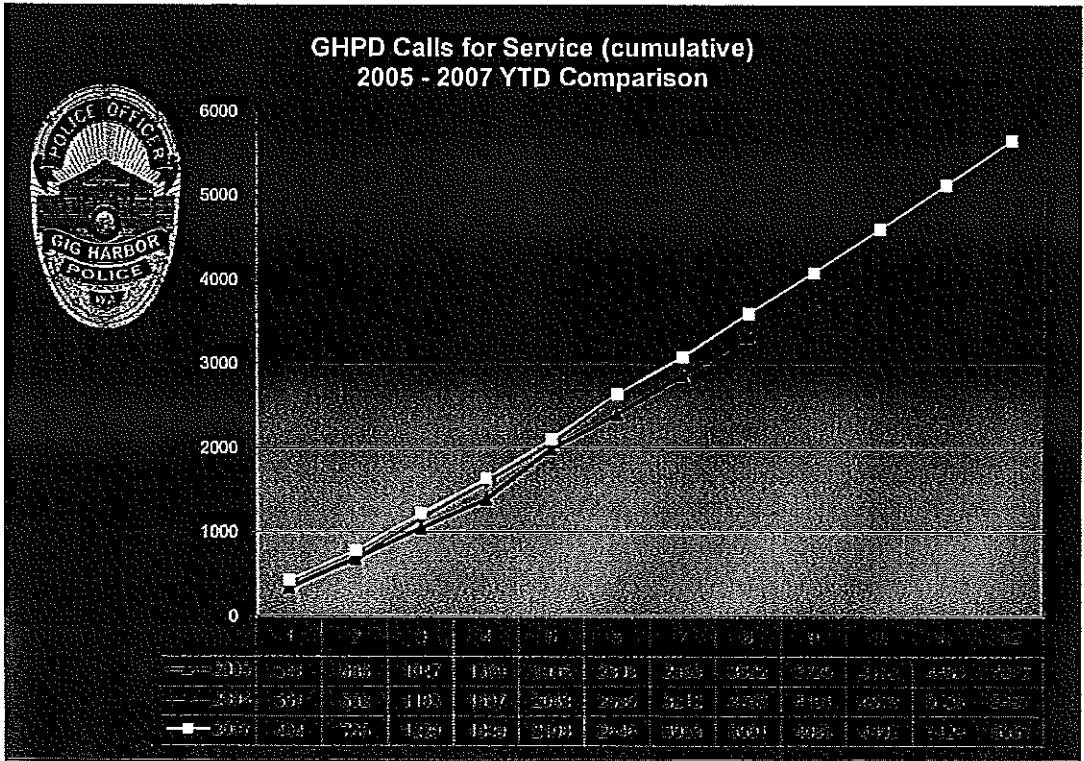
For the 2008 Budget we identified response times as a performance measure. We have been tracking these times during 2007 to establish a baseline. Priority 1 calls are our most serious in progress calls and the Priority 3 calls are the routine calls for service. I have our YTD response times illustrated in the chart below.

2007 Response Times YTD

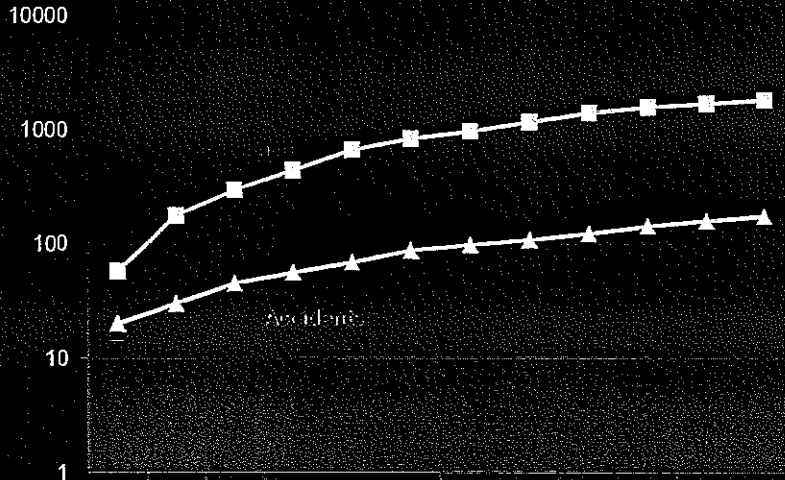
	P1	P2	P3
January	4.72	7.5	11.71
February	4.87	7.6	9.4
March	2.72	8.16	9.94
April	5.78	7.09	10.25
May	4.01	6.7	9.39
June	5.62	6.71	10.71
July	5.01	7.77	9.67
August	4.68	6.95	10.26
September	5.52	6.56	10.78
October	2.62	8.16	11.06
November	2.96	8.03	9.19
December	5.31	7.16	6.28
Totals	53.82	88.39	118.64
Minutes	4.49	7.37	9.89

Attached you will find several graphs that track 2007 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress through 2007 (remember some of the graphs contain cumulative numbers).

DECEMBER 2007 YTD MONTHLY ACTIVITY GRAPHS

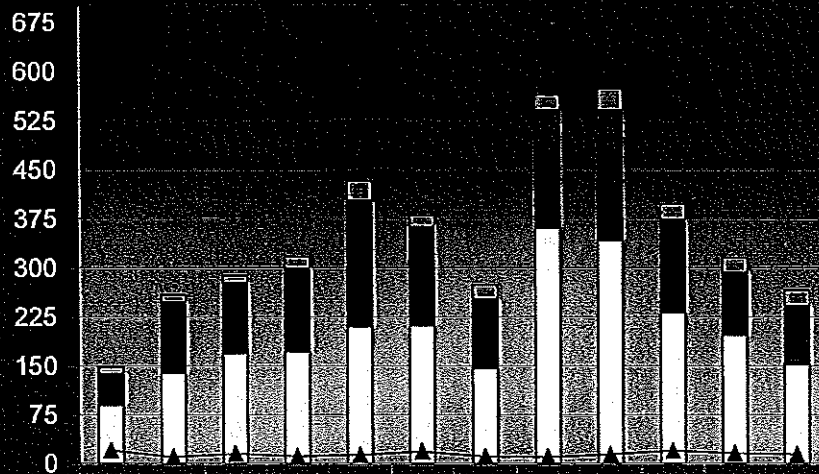


Trends: Traffic Enforcements vs. Accidents 2006 - 2007 YTD Comparison (cumulative)



	1	2	3	4	5	6	7	8	9	10	11	12
2006 Traffic Enforcements - Cumulative	50	211	265	331	398	465	532	600	667	734	801	868
2007 Traffic Enforcements - Cumulative	52	178	217	242	267	292	317	342	367	392	417	442
2006 Responsibility Accidents	17	25	37	50	63	76	89	102	115	128	141	154
2007 Responsibility Accidents	26	30	40	56	63	81	97	104	122	138	154	172

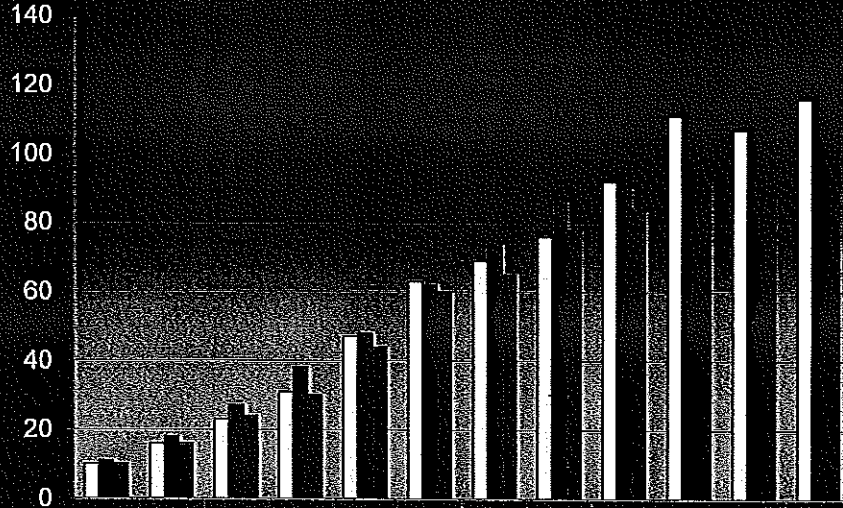
2007 Traffic Enforcement vs. Accidents Comparison Monthly Totals



	1	2	3	4	5	6	7	8	9	10	11	12
Total Traffic Enforcements	142	290	355	417	475	532	590	648	706	764	822	880
Accidents	17	25	37	50	63	76	89	102	115	128	141	154
Total Responsibility	52	134	162	190	218	246	274	302	330	358	386	414
Responsibility	26	30	40	56	63	81	97	104	122	138	154	172



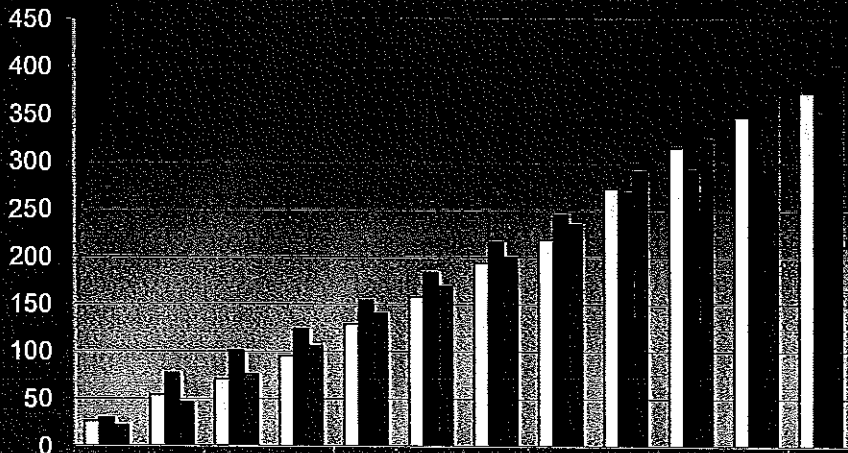
Felony Arrests (cumulative) 2005 - 2007 YTD Comparison



February 2005	10	16	25	31	47	59	65	75	92	111	107	115
February 2006	11	16	27	38	48	62	74	85	98	110	107	115
February 2007	10	16	24	38	48	60	71	79	91	104	103	115

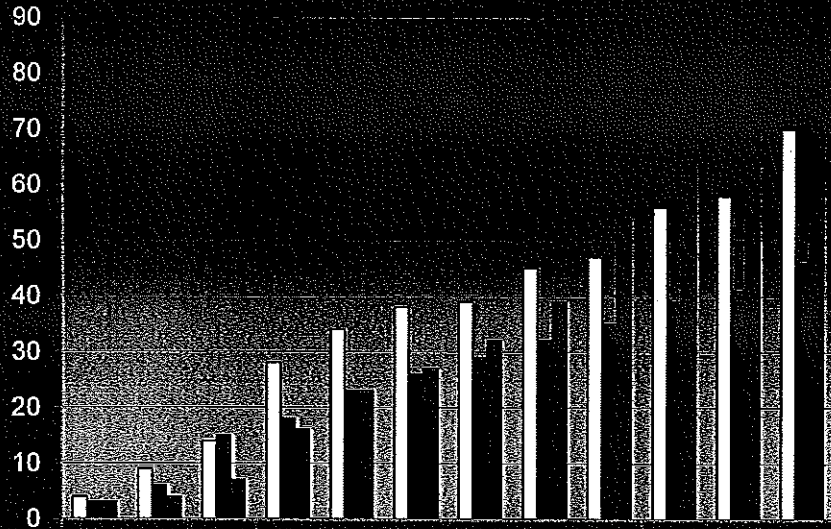


Misdemeanor Arrests (Cumulative) 2005 - 2007 YTD Comparison



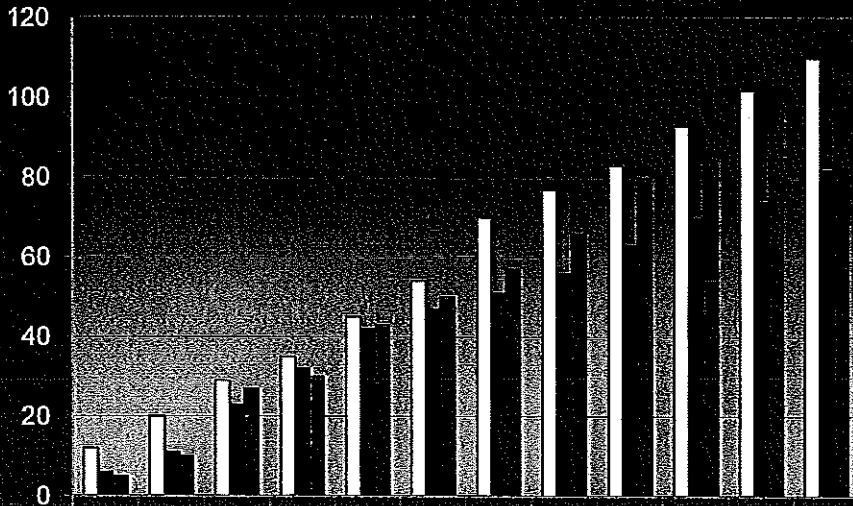
February 2005	25	44	71	88	125	158	174	194	270	317	330	371
February 2006	23	40	65	84	124	154	175	194	270	317	330	371
February 2007	23	40	72	101	125	156	174	194	270	317	330	371

**DUI Arrests (cumulative)
2005 - 2007 YTD Comparison**



2005	4	8	14	28	34	38	39	45	47	56	58	70
2006	3	6	15	18	23	27	32	39	40	44	49	53
2007	3	6	14	18	23	27	32	39	40	44	49	53

**Warrant Arrests (cumulative)
2005 - 2007 YTD Comparison**



2005	12	20	28	35	45	53	69	76	82	92	101	110
2006	5	10	28	30	42	50	58	65	80	85	90	95
2007	5	10	28	30	42	50	58	65	80	85	90	95

