

Gig Harbor Special City Council Meeting

**March 5, 2012
5:30 p.m.**





ADMINISTRATION

GIG HARBOR CITY COUNCIL SPECIAL MEETING

March 5, 2012 - 5:30 p.m.

Community Rooms A&B

CALL TO ORDER

PLEDGE OF ALLEGIANCE:

NEW BUSINESS:

1. 56th Street / Point Fosdick Roadway Improvement Project.
2. City Administrator Contract.
3. Ordinance Passing Process.

EXECUTIVE SESSION: For the purpose of discussing Guild Negotiations per RCW 42.30.140(4)(a).

ADJOURN



Date: March 2, 2012

To: Mayor & City Council
From: Rob Karlinsey, City Administrator *RJK*

Subject: Pt. Fosdick/56th Road Reconstruction Project

Please see enclosed sheets summarizing the status of Pt. Fosdick/56th project, including cost and funding data. The 2011 TIB grant application assumed up to \$1.25 million contribution from a developer for the project (see enclosed non-binding letter of intent from the developer, dated 7/11/2011).

However, given that the developer does not have an approved and funded site plan/development project, the developer's contribution appears unlikely to materialize. The cost for the project is currently estimated at \$3,758,960. The following table shows the current available funding sources and the additional amount needed to fully fund the project:

Funding Sources	
2012 City Budget - Pre-Construction	113,200
TIB Grant (61.5% of Construction & Constr. Mgt.)	1,898,690
2012 City Budget - Traffic Impact Fees	500,000
2012 City Budget - Sewer Fund	300,000
TIB Grant - Contingency	308,730
Subtotal	\$3,120,620
Additional Amount Needed	638,339
Total	\$3,758,960

This particular TIB grant is a "short fuse" or "shovel ready" project, meaning that the grant will be canceled if the project does not go out to bid by March 19, 2012. We do not recommend bidding out the project until all funding sources are secured.

In an attempt to close the funding gap, we have been in conversations and negotiations with the developer. A draft agreement with the developer, shown at the end of this packet, proposes a scenario where the developer contributes the funds now in return for assurance on traffic capacity and traffic impact fee credit. At the time of this writing, it does not appear that the developer is likely to agree to such an arrangement.

56th Street / Point Fosdick Drive Reconstruction Project

PROJECT STATUS AND GRANT DESCRIPTION

Project Status:

1. All permits acquired – city, state & federal
2. Design 96% complete – plan review meeting held 2/23/12
3. Preliminary cost estimate compiled
4. Utility relocation is on hold due to unresolved funding concerns.
 - a. Peninsula Light, CenturyLink, Puget Sound Energy & Comcast are ready to begin relocating & undergrounding facilities. Many materials required by these purveyors to relocate their facilities are ‘long lead’ items.
 - b. Stroh’s Water Company, Rainier View Water Company and the other purveyors will use time during construction (“utility window”) to relocate.
5. Public outreach – circulated 3,450 letters to west-side residents & businesses containing project information, two different public meetings and personal visits to businesses adjacent to the project.

TIB Grant Description:

1. Although TIB committed up to \$2,591,000 for this project, this participation is based upon 61% of the actual costs. The amount of funds from TIB decreases as the project estimate goes down. All other expenses are required to be paid by ‘local funds’.
2. At the current project estimate, the TIB grant amount is expected to be \$
3. A couple conditions in the grant agreement relate directly to the project’s construction ready status. Bid advertisement must start no later than **March 19, 2012**. Notice to proceed for the contractor must be no later than **May 18, 2012**.
4. If these dates are not met the TIB funds will be withdrawn.
5. Use of TIB funds also restricts certain design changes. The plan issued for advertisement must be equivalent in scope to what was proposed in the funding application.

Project History:

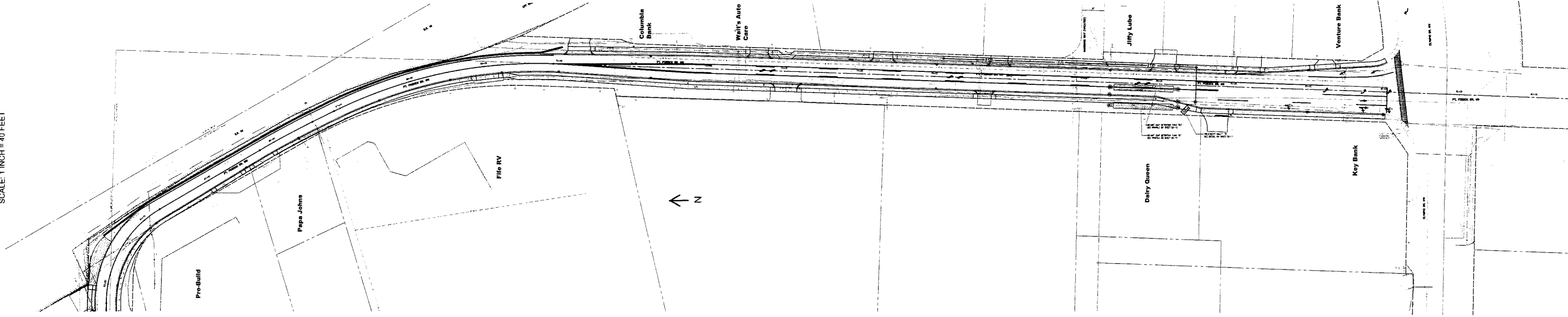
1. This project has been on the City TIP since 1999.
2. This project was initially designed in 2006.
3. The City applied for Transportation Improvement Board (TIB) funding in 1999, 2002, 2008, 2010 and 2011.
4. The project didn’t score high enough for consideration during the past twelve years when competing against other projects. This year only, the TIB approved funds to several projects based on “shovel ready” status. This project is one of them.

56th Street / Point Fosdick Drive Reconstruction Project

DESIGN PHASE	
Consultant (DEA)	\$109,500.00
Miscellaneous	\$3,700.00
SUBTOTAL	\$113,200.00
CONSTRUCTION PHASE	
Construction Contract	\$2,584,585.00
Contingency (10%)	\$258,458.50
SUM	\$2,843,043.50
Replace Sewer Force Main (incl. tax)	\$300,000.00
Project Management (est.)	\$502,716.00
SUBTOTAL	\$3,645,759.50
TOTAL ESTIMATED PROJECT COSTS (rounded)	
\$3,758,960.00	

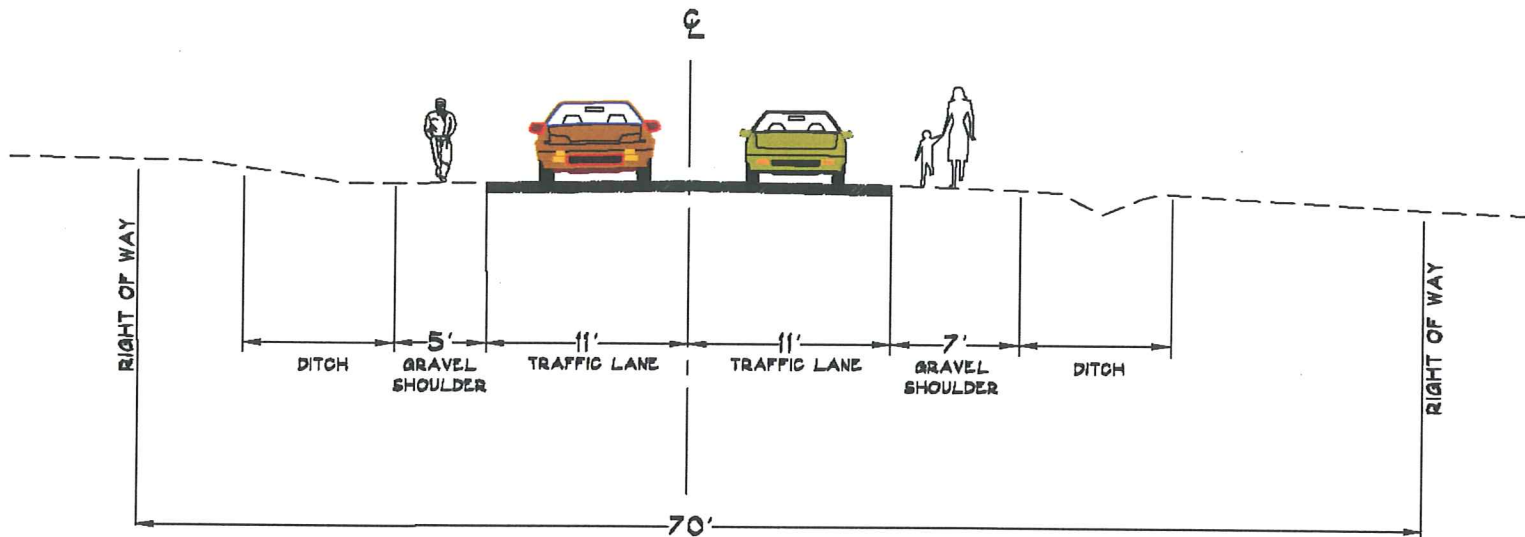
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TIB Grant - Contingency	308,730.00
Subtotal	3,120,620.00
Additional Amount Needed	638,339.00
Total	3,758,960.00

Point Fosdick Drive Plan View
SCALE: 1 INCH = 40 FEET

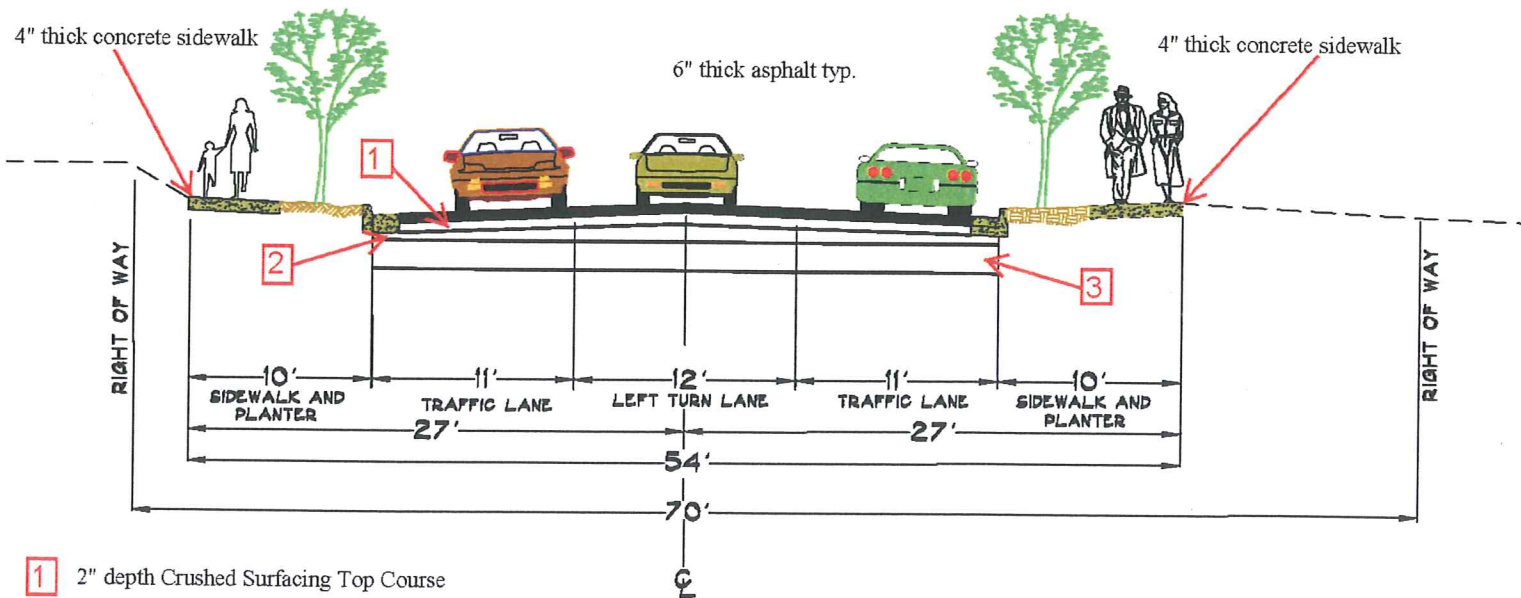


56th Street NW and Pt. Fosdick Drive NW Roadway Improvement Project

SECTION COMPARISON



EXISTING ROADWAY SECTION
Point Fosdick Drive NW
STATION 76+50

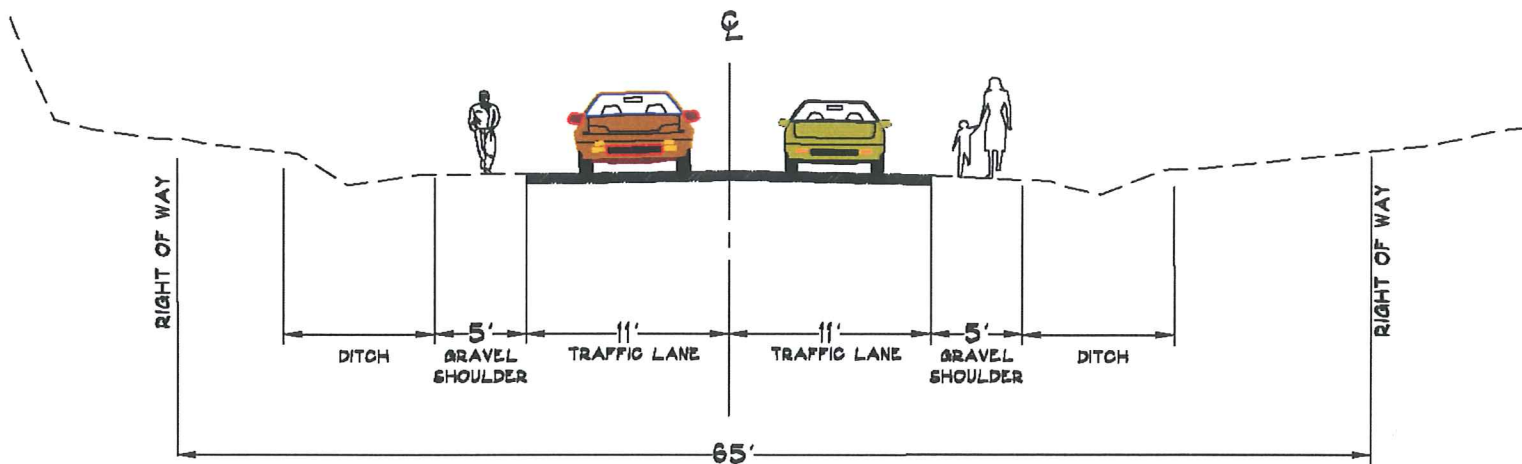


- 1 2" depth Crushed Surfacing Top Course
- 2 4" depth Crushed Surfacing Base Course
- 3 12" depth gravel base

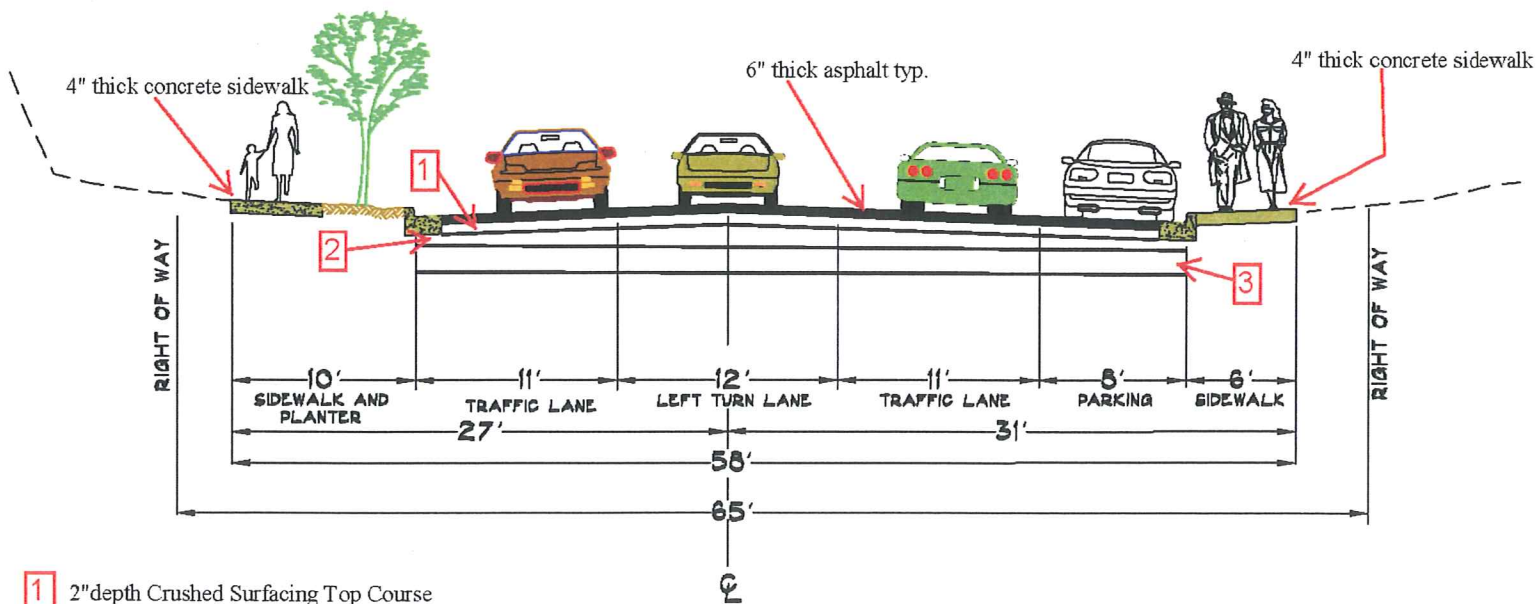
PROPOSED ROADWAY SECTION
Point Fosdick Drive NW
STATION 76+50

56th Street NW and Pt. Fosdick Drive NW Roadway Improvement Project

SECTION COMPARISON



EXISTING ROADWAY SECTION
56th Street NW
STATION 57+00



- 1 2" depth Crushed Surfacing Top Course
- 2 4" depth Crushed Surfacing Base Course
- 3 12" depth gravel base

PROPOSED ROADWAY SECTION
56th Street NW
STATION 57+00

HE HOGAN ENTERPRISES

3803 Bridgeport Way West University Place, WA 98466-4415 (253) 565-8661 FAX (253) 564-1078

RECEIVED

JUL 21 2011

CITY OF GIG HARBOR
ENGINEERING

July 11, 2011

Steve Misiurak, P.E., City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

SUBJECT: Involvement in 2011 TIP Project #4
56th Street/Point Fosdick Drive Improvements

Dear Mr. Misiurak:

As part of the necessary frontage improvements for redevelopment of parcels along Point Fosdick Drive, we agree to provide private funding for the improvements associated with redevelopment in accordance with the City's design plans for the subject project. The value of these improvements in 2011 dollars is estimated at \$1,250,000.

These improvements will include, but are not limited to, construction of the following in accordance with the street improvement design plans and the City of Gig Harbor Public Works Standards:

1. Curb, gutter, sidewalk, illumination, planter strip, irrigation and asphalt infill (patching between existing asphalt and face of gutter) west and south of the centerline of 56th Street and Point Fosdick Drive;
2. Storm drain catch basins and pipes west and south of centerline of 56th Street and Point Fosdick Drive, except stubs to the east and north, but including all detention and treatment facilities;
3. Asphalt lane patching where improvements are placed;
4. No City water system improvements and;
5. No City sewer system improvements.

The above is subject to private funding for the construction of the Olympic Towne Center Shopping Center.

Please contact me at (253) 565-8661 if you would like further information.

Sincerely,



Robert E Hogan
Partner



**VOLUNTARY MITIGATION AGREEMENT
BY AND BETWEEN
THE CITY OF GIG HARBOR AND
HOGAN ENTERPRISES**

THIS VOLUNTARY AGREEMENT is made this ____ day of _____, 2012, by and between THE CITY OF GIG HARBOR, a Washington municipal corporation (the "City") and HOGAN ENTERPRISES, INC., a Washington corporation, on behalf of itself, its successors and assigns (the "Developer").

WHEREAS, the Developer intends to develop the property legally described on Exhibit A, attached hereto and incorporated herein by reference, as a _____ under Application No. _____, as may be modified or substituted by a new application (the "Development"); and

WHEREAS, the Development will require frontage improvements along Point Fosdick Drive in accordance with the City of Gig Harbor Public Works Standards and the street improvement design plans of the City's Project identified below, including but not limited to: curb, gutter, sidewalk, illumination, planter strip, irrigation and asphalt infill west and south of the centerline of 56th Street and Point Fosdick Drive; storm drain catch basins and pipes west and south of the centerline of 56th Street and Point Fosdick Drive; asphalt lane patching where improvements are placed (but no water system or sewer system improvements); and

WHEREAS, in addition to frontage improvements, it is reasonably necessary, as a direct result of the proposed Development, to require the Developer to mitigate the direct impacts resulting from the proposed Development; and

WHEREAS, RCW 82.02.020 permits voluntary agreements with the City that allow a payment as a means of mitigating a direct impact that has been identified as a consequence of a proposed development; and

WHEREAS, by way of letter dated July 11, 2011, the Developer, through a non-binding letter of intent, voluntarily offered to contribute up to \$1.25 million toward the Point Fosdick 56th Street Improvement Project, # _____ (the "Project") as payment for anticipated required frontage improvements and anticipated direct traffic impacts; and

WHEREAS, while the Developer has not yet received development approval, the Developer desires to share in economies of scale by participating in the Project to construct its frontage improvements and mitigate anticipated impacts of the Development, as provided in this Agreement; and

WHEREAS, the City requires additional funding to construct the Project and without the advance payment provided for in this Agreement the City would not be able

to construct the Project and would lose grant funds from the State Transportation Improvement Board in the amount of up to \$2.6 million toward completion of the Project;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties voluntarily agree as follows:

1. Developer Authority. The Developer warrants that it is the owner of the property identified in Exhibit A and is authorized to execute and enter into this Agreement.

2. Developer Payment to City. In order to mitigate the anticipated direct impact of the Development and for the advance payment of frontage improvements, the Developer agrees to pay \$_____ toward the Project, as follows:

- a. \$_____ upon the earlier of (i) demand from the City made no sooner than _____, 2013, and (ii) no later than 30 days after the City issues substantial completion to the general contractor for the road project; and
- b. \$_____ within thirty days of demand by the City, but no sooner than site plan approval for the developer's project.

3. Use of Funds. Any payment for voluntary mitigation not immediately expended for the Project shall be expended, held and/or refunded in accordance with the provisions of RCW 82.02.020.

4. Letter of Credit. Developer acknowledges that the City is relying on funds under this Agreement to construct the Project. To guarantee payment to the City, Developer agrees to post a letter of credit in a form acceptable to the City, with a bank or other financial institution approved by the City in the amount of \$_____. This letter of credit shall be used by the City in the event Developer fails to pay the amounts under this Agreement when due. The letter of credit shall not have a termination date, but shall only be terminated upon written approval of the City. The parties may mutually agree to a reduction of the amount of the letter of credit.

5. Traffic Impact Fee Credits. As partial consideration of the payment made under this Agreement, Developer requests, and the City agrees to provide, traffic impact fee credits as authorized under GHMC 19.12.083. The traffic impact fee credit for the purpose of this Agreement shall be up to the amount of the developer's contribution in this Agreement as may be allowed under GHMC 19.12.083. Other traffic impact fee credit requests, if any, will be processed in accordance with the requirements of GHMC 19.12.083 and considered as separate and independent of this Agreement. Developer acknowledges that the payment of any impact fee relating to the Development shall be required at the later of (i) the time the City issues a building permit for the construction of the building to which the impact fee relates, or (ii) the time required by the City in its regulations.

6. Transportation Concurrency. As further consideration of the payment made under this Agreement, upon submission and acceptance of a complete transportation CRC application under chapter 19.10 of the Gig Harbor Municipal Code which accurately reflects the revised proposed Development, the City will reserve the lesser of the following: 638 pm peak hour trips OR the maximum number of trips from the Development that can be reserved without causing the intersection of Olympic Drive/Point Fosdick Drive to fall below LOS D.

7. Default. In the event of Developer's failure to make payment when due under this Agreement, the City will exercise its right to collect under the letter of credit. In addition, the City will have all of the rights and remedies as provided at law or by equity.

8. Future Development Approval. While the City is unable to anticipate whether and to what extent the Development may be approved, along with any specific conditions of development that may be required as the Project moves through the City's Project Permit process, the City will endeavor to work with the Developer to process Developer's land use applications cooperatively within the state-required time frames set forth in chapter 36.70B RCW and applicable City regulations.

9. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The parties agree to submit themselves to venue and jurisdiction in the appropriate court in Pierce County, Washington.

10. Severability; Conflict. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the provision held to be invalid. If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, the provision in conflict shall be deemed inoperative and null and void to the extent of the conflict, and the Agreement shall be deemed modified to conform to such statutory provision.

11. Term. This Agreement shall become effective upon full execution of the parties and shall remain in effect until such time as all obligations under this Agreement have been satisfied or unless earlier terminated by mutual written agreement of the parties.

12. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Developer regarding the subject contained in this Agreement. This Agreement may be amended only by a written instrument signed by the City and the Developer. The City and the Developer agree hereby that all prior oral agreements relating to the subject of this Agreement are merged into this Agreement.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below, effective upon full execution by the parties.

CITY OF GIG HARBOR

HOGAN ENTERPRISES

 **DRAFT**

By: _____

Mayor Charles L. Hunter

Date: _____

By: _____

Robert E. Hogan, Partner

Date: _____

ATTEST:

Molly Towslee, City Clerk



Business of the City Council
City of Gig Harbor, WA

Subject: City Administrator Employment
Contract with Dennis Richards

Dept. Origin: Administration

Prepared by: Mayor Chuck Hunter

Proposed Council Action:

For Agenda of: March 5, 2012

Authorize the Mayor to sign the Employment
Contract with Dennis Richards

Exhibits: City Administrator Employment
Contract

Initial & Date

Concurred by Mayor:

[Handwritten initials]

Approved by City Administrator:

[Handwritten initials]

Approved as to form by City Atty:

[Handwritten initials]

Approved by Finance Director:

[Handwritten initials]

Approved by Department Head:

[Handwritten initials]

Table with 4 columns: Expenditure Required, Amount Budgeted, \$138,864, Appropriation Required, 0

INFORMATION / BACKGROUND

The attached Employment Contract was drafted by City Attorney Angela Belbeck, and the terms accepted by Dennis Richards.

FISCAL CONSIDERATION

The city will realize a savings of approximately \$2,890.00 in 2012 as a result of the lower salary.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the City Administrator Employment Contract with Dennis Richards.

**EMPLOYMENT AGREEMENT -CITY ADMINISTRATOR
CITY OF GIG HARBOR**

This Agreement has been entered into this _____ day of March, 2012, with an agreed starting date of April 2, 2012, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City") and DENNIS R. RICHARDS ("Mr. Richards").

WHEREAS, the Mayor is authorized under Chapter 2.10 of the Gig Harbor Municipal Code to appoint a qualified person of the office of the City Administrator; and

WHEREAS, the provisions of the post of City Administrator are set forth in the attached Exhibit A; and

WHEREAS, such code provisions require that the Administrator be employed by a written contract stating all terms of employment, compensation and detailing the methods of termination by other parties;

NOW, THEREFORE, in consideration of the mutual benefits to be derived the parties agree as follows:

1. Duties. The City hereby employs Mr. Richards as City Administrator of the City of Gig Harbor to perform the functions and duties as set forth in the attached job description, incorporated by this reference as fully as if herein set forth, and to perform such other legally permissible and property duties and functions as the Mayor of the City shall delegate.

2. Termination.

2.1 The employment of the City Administrator is at will. The City Administrator may be terminated by the Mayor at any time for the convenience of the City. After six (6) months of employment, if Mr. Richards is terminated by the City and Mr. Richards is willing and able to perform the duties of City Administrator, or if the City otherwise breaches the provisions of this Agreement, the City agrees to pay Mr. Richards severance pay equal to three (3) months current salary, to provide three months written notice of termination of employment, or to provide any combination thereof, at the City's discretion, not to exceed three months' total compensation.

2.2 Nothing herein shall prevent, limit or otherwise interfere with the right of Mr. Richards to resign at any time from employment with the City.

2.3 During the course of this Agreement, Mr. Richards agrees that he shall not perform services for any other entity of any kind or nature whatsoever. This Agreement is intended to be an exclusive employment arrangement. This exclusivity is based upon the need to maintain public confidence and avoid the appearance of any

impropriety. Provided, however, that nothing herein shall be construed to prohibit Mr. Richards from teaching at an accredited school, college or university with the express written consent of the Mayor, or volunteering his or her services in any capacity.

3. Salary and Benefits.

3.1 Salary. The City agrees to pay Mr. Richards for his services a monthly salary of Eleven Thousand, Two Hundred and Fifty Dollars (\$11,250.00). Pay periods shall be the same as other non-represented City employees. Subject to the limits of the approved salary range, the monthly salary shall be adjusted on the anniversary date of this Agreement by the same annual cost of living adjustments as provided to other non-represented City employees in the annual salary ordinance.

3.2 Merit Pay. In addition, at the Mayor's sole discretion, merit pay may be awarded in accordance with the merit pay program established by personnel manual and approved by the City Council. The amount of such bonus shall be computed on the annual salary established in accordance with this Agreement and the City's annual salary ordinance. A review shall be conducted before October 31st, and prior to adoption of the annual operating budget, and any merit increase shall be effective on the anniversary date of the Agreement.

3.3 Benefits. The City agrees to provide Mr. Richards all current and future benefits provided to other non-represented City employees as approved and provided in City policy and budget documents. Examples of such benefits include, but are not limited to: Health insurance, retirement, City-paid holidays, and sick leave. Mr. Richards will be hired with a bank of 80 hours vacation and his vacation accrual rate will start at 16.67 hours per month and will be adjusted thereafter on his anniversary date in accordance with the City's personnel policies. Mr. Richards' vacation usage, accrual limits, and cash outs shall comply with the City's personnel policies.

3.4 Membership Dues. The City recognizes the value of Mr. Richards' membership and participation in certain professional organizations. The City shall pay Mr. Richards' annual dues as a member of the Washington City/County Management Association and the International City/County Management Association.

4. Performance Evaluation. The Mayor shall review and evaluate the performance of Mr. Richards at least once annually in advance of the adoption of the annual operating budget. Such review and evaluation shall be in accordance with the standard procedures employed by the City and based upon the job description. The job description which is attached Exhibit A may be amended at any time. The Mayor shall determine the duties of the position which shall be affirmed by the City Council in the annual budget ordinance. The Mayor shall include any changes to the job description in his report to the City Council when requesting adjustments to the annual salary ordinance as a part of the budget process. Nothing herein shall be interpreted to provide for-cause termination rights to the employee, and the evaluation procedure is

for the sole purpose of assuring that the Mayor's expectations and the performance of the City Administrator are discussed on a regular basis, at least annually.

5. Insurance and Indemnification.

5.1 The City shall bear the full cost of any fidelity or other bonds required of Mr. Richards under law or the ordinances of the City. The City shall provide professional liability insurance as necessary to cover actions taken by Mr. Richards during the course and scope of his employment. In addition, the City promises to indemnify and hold harmless Mr. Richards arising from or out of any conduct, act or omission of Mr. Richards performed or omitted on behalf of the City in his/her capacity as City Administrator. The promise to hold harmless and indemnify shall apply only to the reasonable costs of defense at a rate approved by the prior of the City, provided, however, that the City's contribution shall not exceed the hourly rate paid to its City Attorney. In no event shall protection be offered under this section by the City with regard to:

5.1.2 Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct by Mr. Richards;

5.1.3 Any act or course of conduct of Mr. Richards which is not performed on behalf of the City;

5.1.4 Any act or course of conduct which is outside the scope of Mr. Richards' service or employment with the City; and/or

5.1.5 Any lawsuit brought against Mr. Richards by or on behalf of the City. Nothing herein shall be construed to waive or impair the right of the City Council to initiate suit or counterclaim against Mr. Richards, nor to limit its ability to discipline or terminate Mr. Richards.

5.2 Provisions of this indemnity shall have no force or effect with respect to any accident, occurrence or circumstance for which the City or Mr. Richards is insured against loss or damages under the terms of any valid insurance policy or pooling arrangement; provided, however, that this provision shall provide protection, subject to its terms and limitations, above any loss limit of such policy. The provisions of this indemnity provision are intended to be secondary to any contract or policy of insurance owned or applicable to Mr. Richards. The City shall have the right to require Mr. Richards to utilize any such policy protection prior to requesting the protections afforded by this chapter.

5.3 The determination of whether Mr. Richards shall be afforded a defense by the City under the terms of this provision shall be finally determined by the City Council on the recommendation of the Mayor. The decision of the City Council shall be final as a legislative determination of the Council. Nothing herein shall preclude the City from undertaking Mr. Richards' defense under a reservation of rights.

5.4 If legal representation of Mr. Richards is undertaken by the City Attorney, all the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the City shall pay such judgment or settlement; provided, that the City may, in its discretion appeal as necessary, such judgment.

6. Notices given pursuant to this Agreement shall be in writing and deposited in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- 6.1 To the City:
Charles Hunter, Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
- 6.2 To the City Administrator:
Mr. Dennis R. Richards
206 Island Blvd.
Fox Island, WA 98333

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable in a civil judicial proceeding. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the custody of the United States Postal Service.

7. General Provisions.

7.1 This Agreement shall constitute the entire written agreement between the parties. The terms of such regulations are generally applicable to the employees of the City under the personnel regulations approved by the City Council, or the ordinances of the City shall apply unless in conflict with the terms of this Agreement. In the event of conflict, the terms of this Agreement shall prevail.

7.2 This Agreement shall not be amended except in writing with the express written consent of the parties hereto.

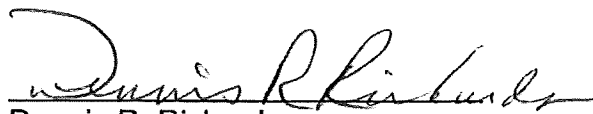
7.3 If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or any portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of March, 2012.

CITY OF GIG HARBOR

CITY ADMINISTRATOR

Mayor Charles L. Hunter


Dennis R. Richards

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck



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

Subject: Ordinance Passing Process

Proposed Council Action:

Discuss process for placing ordinances on The Consent Agenda for approval on second (or third) reading.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *MT*

For Agenda of: **March 5, 2012**

Exhibits: _____ Initial & Date

Concurred by Mayor: *OK by MT*

Approved by City Administrator: *POK*

Approved as to form by City Atty: e-mail 3/2

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure		Amount		Appropriation	
Required	\$0	Budgeted	\$0	Required	\$0

INFORMATION / BACKGROUND

GHMC 1.08.020 provides that, with limited exceptions, ordinances cannot be adopted on the date of introduction. This led to the practice of the City holding a first reading, then a second reading with adoption at the second meeting. (Note that an ordinance can be considered on a third reading, but if the ordinance is not adopted after the third reading, it must be reintroduced.) State law does not require that all ordinances have two readings prior to adoption. (State law requires that ordinances approving certain franchises be adopted after a second reading.)

On Monday, February 27th, the City Council approved a motion to place the downtown parking ordinance on the Consent Agenda for final adoption. The council also directed staff to bring the Parks Commission ordinance back for final approval on the Consent Agenda.

A discussion on the process for placing ordinances on the Consent Agenda for approval on second (or third) reading would be helpful. The process could be as simple as council consensus that the ordinance be placed on the Consent Agenda on second reading for final approval. No amendment of GHMC 1.08.020 would be required because an ordinance placed on the Consent Agenda for second or third reading would not contradict the requirement that it not be adopted on the date of introduction.