

Gig Harbor City Council Meeting

**April 28, 2003
7:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
April 28, 2003 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of April 14, 2003.
2. Correspondence: Letter from Connie Brown.
3. Interlocal Agreement with Pierce County Implementing SHB 2060.
4. Stormwater Facilities Maintenance Agreement and Restrictive Covenant – Pioneer Condo, LLC.
5. Assigned Counsel Agreement.
6. Approval of Payment of Bills for April 28, 2003.
Checks #39881 through #40010 in the amount of \$350,657.42.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Community Center Preliminary Design – Consultant Services Contract.
2. Resolution Authorizing Application for IAC Funding Assistance on the Skansie Park Property.
3. Resolution Authorizing Application for IAC Funding Assistance for the Cushman Trail Project.

STAFF REPORTS:

1. 1st Quarter Financial Report – David Rodenbach, Finance Director.
2. Shoreline Plan Update – John Vodopich, Community Development Director.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF APRIL 14, 2003

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Ruffo and Mayor Wilbert. Councilmember Picinich was absent.

CALL TO ORDER: 7:07 p.m.

PLEDGE OF ALLEGIANCE

Mayor Wilbert welcomed the members from the Boy Scout Flying Eagle Patrol, Den #8.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of March 24, 2003.
2. Subscription Testing Services – Civil Service.
3. Purchase Authorization for Power Pumps.
4. Liquor License Renewals: Albertson's; Anthony's; Bistro Satsuma
5. Liquor License Application: Toto
6. Approval of Payment of Bills for April 14, 2003.
Checks #39684 through # 39880 in the amount of \$535,915.88.
7. Approval of Payroll for the month of March.
Checks #2437 through #2491 and direct deposit entries in the amount of \$226,648.81.

MOTION: Move to approve the consent agenda as presented.
Franich / Young – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Moorage Fees. Carol Morris, Legal Counsel, presented this amendment to the Municipal Code that would eliminate moorage fees at Jerisich Dock. She explained that by charging a fee, it eliminates the immunity from liability for unintentional injuries afforded under state statute. She answered Council's questions regarding the amount of collected annually and how this amendment would affect monitoring the length of stay.

Councilmember Franich said that he had spoken with a representative from Association of Washington Cities, who had offered to come and take a look at the dock to determine the level of risk association with the facility. This will happen at the end of the month, and Councilmember Franich said that he wanted more information before making a decision to eliminate the revenue from the moorage fees.

MOTION: Move to table this agenda item until the first meeting in May.
Franich / Young – unanimously approved.

NEW BUSINESS:

1. Comprehensive Plan Amendments – Planning Commission Recommendation. John Vodopich, Community Development Director, presented the recommendation from the Planning Commission on two proposed amendments to the Comprehensive Plan. He explained that the Planning Commission has recommended denial of both applications for an increase in the amount of commercial land in the Gig Harbor North Planned Community Development district. After giving an overview of what had occurred to date on these applications, John explained the options available to council to either approve one or both of the applications; to deny one or both applications; or to develop a work plan to remand it back to Planning Commission for further consideration.

John said that the Planning Commission struggled while considering the applications because of the lack of individual land-use designations on the Comp Plan Map in the Planned Community District. John recommended that Council hold off on a decision on the applications until the Planning Commission could hold a public hearing on a Comprehensive Plan Land Use Map amendments to the PCD District with the existing zoning designations acting as a starting point. He said that the Planning Commission could return a recommendation to Council by the second meeting in May.

Councilmembers discussed amending the Comprehensive Plan map to eliminate the percentage allocation in the PCD zone. Several voiced concerns over delays in getting a recommendation back from the Planning Commission in a timely manner.

John Rose – Olympic Property Management, 19245 10th Ave NW, Poulsbo, WA. Mr. Rose explained that there are two issues to consider in whether or not to increase the commercial area in the Gig Harbor North area, whether the increase is warranted, and if so, where is the best place to locate it. He discussed the effort to develop the area using the current zoning that was developed during the annexation process. He passed out a notebook of information for the Council's consideration with background information on their proposed amendment. He also presented a letter proposing policy language for the comp plan.

Matt Halvorsen – 3041 Eastbay Drive. Mr. Halvorsen supported the recommendation to remand this back to the Planning Commission for more public hearings. He stressed that there is no need to speed this through.

Scott Shanks – First Western Development. Mr. Shanks gave a history of his ten-year involvement with developing in this area. He explained that a great deal of demographic study has been done to establish the community needs. He said that the PCD designation is cumbersome, and that they support the recommendation to send this to the Planning Commission for consideration of eliminating the percentages currently used.

MOTION: Move to direct staff to prepare a Comprehensive Map for the PCD District, hold one public hearing of the Planning Commission, and schedule a public hearing for City Council at the May 27th meeting. Young / Ekberg – unanimously approved.

STAFF REPORTS:

Mark Hoppen, City Administrator, passed out a route map given to Pierce Transit for a possible Town-Around Bus program. He explained that there had been no discussion of amounts at this point, but that Pierce Transit was willing to cost it out. Mark said that he would keep the Council updated.

Councilmember Young recommended reminding Pierce transit of the sales tax dollars that come from the City of Gig Harbor in the upcoming discussions.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Owel reported that HB1667 regarding land use authority over gambling increases had been revived and that new language was currently being drafted for consideration. She encouraged everyone to contact his or her legislators and oppose the expansion of gambling.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session for approximately forty-five minutes at 8:14 p.m. to discuss property acquisition and property sale.
Franich / Ruffo – six voted in favor. Councilmember Ekberg voted no.

MOTION: Move to return to regular session at 9:00 p.m.
Ruffo / Franich – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:00 p.m.
Ruffo / Franich - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1-24

Gretchen Wilbert, Mayor

City Clerk

RECEIVED

APR 22 2003

CITY OF GIG HARBOR

April 20, 2003
Connie Brown
9510 Johnson Lane
Gig Harbor, WA 98332
(253) 857 - 5741

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

Dear Mayor Wilbert,

I am a student at Washington State University enrolled in HD 410 "Public Policy Issues Impacting Families and Individuals". My focus this quarter has been on issues surrounding limiting children's access to firearms in their homes. I now need to put my passion for this issue into action.

Although I am not an advocate for mandated firearm storage, studies and research have shown that educating firearm owners on the importance of safely storing their guns has been effective in reducing the amount of firearms stored so that they are accessible to children.

I am seeking support from your office as well as the Gig Harbor Police Department, Pierce County Sheriff and Gig Harbor Sportsman Club to implement a safety class for our area to educate local firearm owners about the importance of storing their firearms so that they are not accessible to children. Support might mean any funds available to pay for an instructor, a volunteer to help develop and teach a class, funds towards purchasing storage devices for enrolled participants, or endorsement of such a class.

I would very much appreciate your support in any way possible to make this class or workshop feasible. Protecting our children is a very important part of being a responsible citizen.

Sincerely,

Connie Brown

Connie Brown



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

3510 GRANDVIEW STREET

GIG HARBOR, WASHINGTON 98335

(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: INTERLOCAL AGREEMENT WITH PIERCE COUNTY IMPLEMENTING
SHB 2060
DATE: APRIL 28, 2003

INTRODUCTION/BACKGROUND

Substitute House Bill 2060 became law in Washington State on June 13, 2002. The law created a document recording fee on certain documents to be utilized for low-income housing. The purpose of this fund is to assist in the development and preservation of affordable low-income housing. Administration of the fund is shared between local governments and the State. The local portion of SHB 2060 funds is to be administered pursuant to an Interlocal Agreement between the County and the Cities and Towns within the County. Pierce County has proposed such an interlocal agreement to implement the provisions of SHB 2060.

The City Attorney has reviewed and approved the proposed interlocal agreement.

STAFF RECOMMENDATION

I recommend that the City Council approve the interlocal agreement as presented.

INTERLOCAL AGREEMENT BETWEEN PIERCE COUNTY AND THE CITY OF GIG HARBOR REGARDING ADMINISTERING FUNDS GENERATED AS A RESULT OF STATE OF WASHINGTON SHB 2060

THIS AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the **CITY OF GIG HARBOR**, all municipal corporations of the State of Washington (herein referred to as "CITY").

WHEREAS, the Washington State Legislature passed Substitute House Bill 2060 (SHB 2060) during the 57th Legislative session which became effective on June 13, 2002; and

WHEREAS, SHB 2060 authorizes a ten dollar surcharge on certain documents recorded with the auditors office for the purpose of providing funds for affordable low-income housing; and

WHEREAS, the COUNTY and the CITY agree additional resources are needed to assist in the development and preservation of affordable low-income housing; and

WHEREAS, the COUNTY and the CITY are required to develop an Interlocal Agreement that is consistent with countywide and local housing needs and policies; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of Chapter 39.34 RCW;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows:

SECTION 1. PURPOSE. The purpose of this agreement is to provide for the implementation of Substitute House Bill 2060 (SHB 2060) and to memorialize the agreement between the parties relating to administration of the funds generated by the bill.

SECTION 2. COUNTY OBLIGATIONS. The COUNTY shall:

1. Collect the required revenue authorized by SHB 2060 and hold it in a single fund; and
2. Participate in activities in accordance with the attached 2060 Guiding Principles, which are attached to and incorporated by reference to this Agreement as Exhibit 1; and
3. Disburse funds to designated eligible recipients in accordance with the attached 2060 Guiding Principles; and
4. Provide an annual written summary of funds collected and expended under the terms of this agreement to all parties.

SECTION 3. CITY OBLIGATIONS. The CITY shall issue a letter of consistency with their current Comprehensive Land Use Plan for projects that are located within their jurisdictional boundaries, if the proposed project (s) is consistent with the City's current Comprehensive Land Use Plan.

SECTION 4. TERM OF THE AGREEMENT. This Agreement shall commence on the date of execution of this Agreement by City of Gig Harbor and terminate on the date that all funds have been disbursed after the Washington State Legislature withdraws its funding for the program established by SHB 2060. This Agreement shall automatically renew for one (1) year increments beginning January 1 and ending midnight, December 31, unless terminated by giving ninety (90) days written notice to the other party.

SECTION 5. INDEMNIFICATION AND DEFENSE. The COUNTY shall defend, indemnify, and save harmless the CITY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this Agreement. In executing this Agreement, the CITY do not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at its sole expense, and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's service charges.

SECTION 6. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this Agreement.

SECTION 7. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 8. ASSIGNMENT. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 9. NOTICE. Any formal notice or communication to be given by the COUNTY to the CITY under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of Gig Harbor
ATTN: City Administrator
3510 Grandview Street
Gig Harbor, Washington 98335

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

Pierce County Department of Community Services
8815 South Tacoma Way, Room 202
Lakewood, WA 98499-4588

Attention: Director

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 10. COUNTY AS INDEPENDENT CONTRACTOR. COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the CITY and COUNTY or any of the COUNTY's agents or employees. The COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement.

Nothing in this Agreement shall make any employee of the CITY a COUNTY employee or any employee of the COUNTY a CITY employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded COUNTY or CITY employees by virtue of their employment.

SECTION 11. WAIVER. No waiver by a party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior or other agreements shall be effective for any purpose.

SECTION 13. AMENDMENT. Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION 14. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

SECTION 15. FILING. Copies of this Interlocal Agreement, together with the resolution of the Pierce County Council and the CITY Council's approving and ratifying this Agreement, shall be filed with the CITY Clerk, the Pierce County Auditor, and the Secretary of State of Washington after execution of the Agreement by both parties.

SECTION 16. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHERE OF, the parties have caused this Agreement to be executed on this _____ day of _____, 2003.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

CAROL A. MORRIS, CITY ATTORNEY

PIERCE COUNTY

DEPARTMENT DIRECTOR Date

DEP. PROSECUTING ATTY Date
(as to form only)

BUDGET AND FINANCE Date

COUNTY EXECUTIVE Date
(if over \$250,000)

EXHIBIT 1: Attachment to SHB 2060-Interlocal Agreement

PIERCE COUNTY 2060 COMMITTEE
Guiding Principles for Interlocal Agreement

Introduction

The provisions of Substitute House Bill 2060 became law in Washington State on June 13, 2002. The law created a document recording fee on certain documents to be utilized for low-income housing. Administration of the fund is shared between local governments and the State. The local portion of 2060 funds is to be administered pursuant to an Interlocal Agreement between the County and the Cities and Towns within the County.

A 2060 Planning/Implementation group was invited to come together to produce guidelines for the use of the Pierce County 2060 funds. The Pierce County 2060 group was made up of representatives of Cities and the County.

As constructed by the Planning/Implementation Committee this plan provides:

- ❖ Flexible funding to address all eligible activities within the law; and
- ❖ Funding stability for jurisdictions and opportunities for both urban and rural communities; and
- ❖ Operation and maintenance funding for our community's emergency shelter system; and
- ❖ The opportunity to plan strategic investments in housing through a regional approach.

It is the intent of the Pierce County 2060 Planning/Implementation Committee to provide the following Guiding Principles to the designated Steering Committee for the implementation of SHB 2060. It is recognized that the Steering Committee shall be charged with the responsibility of developing policies and procedures that meet the intent of these guiding principles.

A. Steering Committee

A 2060 Steering committee shall be established and meet semi-annually to distribute funding. The Steering Committee shall be comprised of one (1) member from each of the three HUD-CDBG Prime Sponsor federal jurisdictions in Pierce County. They are; the City of Tacoma, the City of Lakewood and Pierce County. There will be four (4) at-large members appointed by the Pierce County Association of Cities and Towns. This Committee shall always be composed of an odd number of representatives in order to facilitate arriving at majority votes on projects.

B. Review Committee

A 2060 Review Committee shall be established to provide expert Project review & analysis for all applications submitted for consideration. The Review Committee shall be comprised of One

(1) staff representative from each of the following: City of Tacoma, the City of Lakewood and Pierce County.

C. Fund Availability

- ❖ On a semi-annual basis PCCS shall on behalf of Pierce County publish a Notice Of Funds Availability (NOFA) through its established methods. This notice will set forth the amount of funds available by category; the duration of funds to be awarded or distributed; the deadline for submission of funding applications; and any other pertinent information related to the process and or decisions.
- ❖ Applications will be distributed to all parties requesting them and as appropriate Pierce County will make copies of completed applications and/or distribute the accepted applications to the Review and Steering Committee's for consideration.
- ❖ The application format for 2060 funds shall be the same as is used by the State of Washington, Housing Trust Fund or subsequently modified version(s) containing the same detailed information.

D. Eligible Recipients

- ❖ Eligible recipients of the funding from 2060 shall be Certified Non-Profit Agencies/Providers of Affordable Housing, Cities, Towns, the County, and for-profit developers.

E. Fund Distribution

- ❖ Operating and maintenance funds for local shelters:

Sixteen percent (16%) of the 2060 funds available in any given year shall be designated for the operation and maintenance of local shelters. In view of Associated Ministries historic role in serving as the conduit for funding targeted to local shelters it is recommended that Associated Ministries serve in that same capacity for this fund source. Therefore these funds would be transferred to Associated Ministries, the local provider of the State Emergency Shelter Assistance Program to provide operating and maintenance funds for local shelters.

- ❖ Notice Of Funding Availability:

The remaining 84% of the funds shall be included in the spring and fall NOFA process addressing the categories of need enumerated herein:

1. Acquisition, rehabilitation and/or New Construction of housing projects or units within housing projects that serve clients who have incomes at or below 50% of the Median income, based on HUD income guidelines for the Pierce County-Metropolitan Statistical Area (MSA).

2. Operating and maintenance costs for housing that is in compliance with SHB 2060. [Applicants shall be strongly encouraged to apply to the State Department of CTED for these dedicated funds.]
3. Rental Assistance vouchers for housing projects or units within housing projects that are at or below 50% of median based on HUD income for the Pierce County MSA and administered by a local housing authority or other local organization that has an existing rental assistance voucher program consistent with HUD Section 8.

F. Availability of Applications:

Phase	Spring	Fall
Applications Available:	March	October
Applications Due:	April	November
Review Committee Meetings:	April	November
Steering Committee Meetings:	May	December
Decisions announced by:	May	December
Funds Available**:	May	December
**(After Contracts/Agreements signed).		

G. Reporting Requirements:

Recipients of the 2060 funding shall provide quarterly and annual reports detailing their use of funds on a format acceptable to the Pierce County Department of Community Services.

Pierce County shall provide a written report detailing the uses to which the funds were put and disseminate the same to all participating jurisdictions and participant/applicants on an annual basis.

H. Terms and Conditions of Funding:

Funds for emergency shelter operations shall be provided through Associated Ministries in the form of a grant with no reversion of asset clauses. Further, Associated Ministries warrants that none of funds covered by this agreement will be expended for administration.

Funds that are provided for operation and maintenance shall be distributed in the form of a grant.

Funding provided to other agencies for acquisition, rehabilitation or new construction (capital development) shall be distributed in the form of a Loan or Grant at the discretion of the Steering committee. The reversion of assets clause for proposals funded in this category shall reflect an amortization over a period of 25-50 years or as determined by the Steering Committee based on project and need.

I. 2060 Project Review:

The 2060 Implementation Plan will be reviewed after the first full year's operation. The Steering Committee, Review Committee, with input from non-profits and other interested parties, shall review program operation and implement any appropriate changes.

J. Measurement System for Allocating Revenue:

The funding available in each round shall be determined by the amount collected in the fund on the month ending prior to application availability less any prior funding commitments.

K. Default by 2060 Fund Recipient:

When it is discovered that a recipient of funding from 2060 has misappropriated or misused funds there shall be a penalty imposed. The restitution imposed shall be designed to insure that the intended public benefit is preserved; that resources that were targeted to assist are recovered; and that the cost to the offending party is sufficient to deter similar acts. The specific amounts will be set on a case by case basis.

L. Grievance Process:

Applicants who feel they have been treated unfairly in the process or have not had their applications considered appropriately, shall have the opportunity to present both written and oral testimony to the Steering Committee. The Steering Committee shall establish a process for hearing such grievances. Decisions of the Steering Committee shall be final.

M. Geographic Equity:

The Steering Committee shall be responsible for making certain that funds are distributed in a manner that provides long-term geographic equity. The overall intent is to insure overtime that all areas of Pierce County receive appropriate levels of funding through this initiative. The Equity formula shall be based on a 5-year cycle (i.e.: each sub-region shall receive its fair share of funding every five years.)

For the purposes of the 2060 fund, Pierce County shall be divided into two sub-regions: Tacoma/Lakewood and the balance of Pierce County.

Using the US Census, HUD extracts, which provide demographic information on residents by income, the 84% of the 2060 fund available through the NOFA shall be divided. Taking the percentage of Pierce County residents who are at or below the 50% of median income standard and applying it, such that each region receives a portion of the available funding consistent with their percent of the population at or below the stated standard.

When available the 2000 HUD census extract will be used for determining the equity formula. Until that time, the 1990 HUD census information shall be used.

N. Subsidy Per Unit:

The amount of 2060 funding per housing unit shall be set by the Steering Committee at a rate consistent with rates employed by other similar fund sources within the surrounding geographic area. A unit shall be defined as a single-family home or a single apartment of any size in a multi-family complex. For example, a single-family duplex would be considered 2 units.

O. Project Monitoring:

Pierce County shall monitor all projects for compliance with the funding terms and conditions in the contract(s). Associated Ministries shall be required to provide quarterly and annual reports on the distribution of the 2060 funds dedicated to shelter operations and maintenance.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STORMWATER FACILITIES MAINTENANCE AGREEMENT AND
RESTRICTIVE COVENANT
PIONEER CONDO, LLC
DATE: APRIL 28, 2003

INTRODUCTION/BACKGROUND

The City has required private on-site storm water detention facilities to be constructed on separate tracks in conjunction with the Pioneer Condo, LLC development. As specified in Section 14.20.530, Gig Harbor Municipal Code (GHMC), a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the City a nonexclusive right of entry onto those portions of the property immediately adjacent to the storm water facilities for the purpose of inspection of the facilities, and further requires that the property owner perform his/her own regular inspection and maintenance of the facilities at the property owner's expense.

The City's standard Storm water Facilities Maintenance Agreement and Restrictive Covenant has been drafted and approved by Carol Morris, City Attorney.

Council approval of the agreement is requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend approval of the agreement as presented.

After Recording, Return to

City of Gig Harbor

STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

Reference Nos. of Documents Assigned,

Released or Related:

Grantor: Pioneer Condo, LLC

Grantee: City of Gig Harbor

Abbreviated Legal Description: Part of Tract a of Lewis Add to Gig Harbor

Complete legal description is on Exhibits A and B

Assessor's Property Tax/Parcel Account Nos.: 524000-029-7, 524000-029-8

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this _____ day of _____, 2003, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Pioneer Condo, LLC, P.O. Box 363, Gig Harbor, WA 98335 (hereinafter "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as 7505-7511, Pioneer Way, in Gig Harbor WA (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Essayons Consulting Engineers, Inc. on _____, 200__ (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

TERMS

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the Community Development Director or his/her designee shall give notice to the Owner of the noted deficiency. The Director shall also set a reasonable time in which the Owner shall perform

such work. If the repair or maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance and/or repair.

Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Director, there exists an imminent or present danger to the system, the City's facilities or the public health and safety such 15-day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the Community Development Director prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:
City Engineer
Community Development Dept.
3510 Grandview Street
Gig Harbor, WA 98335

To the Owner:

Pioneer Condo, LLC
P.O. Box 363
Gig Harbor, WA 98335

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this ____ day of _____, 200 ____.

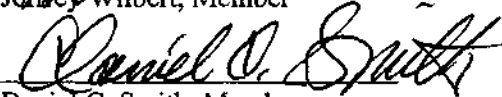
THE CITY OF GIG HARBOR

By: _____
Its Mayor

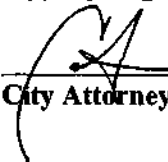
ATTEST: City Clerk

OWNER: PIONEER CONDO, LLC

By: 
Jeffrey Wilbert, Member

By: 
Daniel C. Smith, Member

APPROVED AS TO FORM:



City Attorney

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

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


DATED: _____

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

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

I certify that I know or have satisfactory evidence that **Jeffrey Wilbert and Daniel C. Smith** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as members of **Pioneer Condo, LLC**, to be the free and voluntary act of each such member for the uses and purposes mentioned in the instrument.

DATED: February 25, 2003



Notary Public in and for the
State of Washington,
Residing at Gig Harbor
My appointment expires: 12/19/06

EXHIBIT A

Legal Description of

REAL PROPERTY

Tract "A" of Lewis addition to Gig Harbor, as per map thereof recorded in Book 17 of Plats at Page 58, Records of Pierce County Auditor; EXCEPT the South 200 feet thereof; also EXCEPT the following described tract: Beginning at the Northeast Corner of Tract "A" of Lewis Addition; thence West along the North Line of said tract to the easterly line of Wollochet Gig Harbor County Road (Pioneer Way); thence southwesterly along said easterly line 107.14 feet; thence S 46°00' E, 100 feet; thence northeasterly to a point 140 feet south of the north line and 100 feet west of the east line of said Tract "A"; thence southeasterly, 112 feet, more or less, to a point on the east line of said Tract "A", 205 feet south of the northeast corner thereof; thence north along said east line 205 feet to the Point of Beginning.

Situate in the City of Gig Harbor, Pierce County, Washington.



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MMA*
SUBJECT: ASSIGNED COUNSEL AGREEMENT
DATE: APRIL 22, 2002

INFORMATION/BACKGROUND

Pierce County provides indigent defense services for the Gig Harbor Municipal Court through Pierce County's Department of Assigned Counsel. The attached contract authorizes the continuation of this relationship, retroactive to the first billing period for the year 2003.

POLICY CONSIDERATIONS

Except for the change of dates and payment amounts, the contract provisions are identical to Assigned Counsel contract provisions approved by the City Council for the year 2002. Pierce County has requested a two year contract.

FISCAL CONSIDERATIONS

The new contract provides for a 2% increase in cost for services for 2003-2004 (COLA related to CPI-W). The contract can be evaluated quarterly to determine whether payments should be revised to accurately reflect costs. In previous years, such revision has not been necessary.

RECOMMENDATION

Administration and Judge Dunn recommend approval of the agreement.

ASSIGNED COUNSEL AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2002, 2003 by and between the City of Gig Harbor, (hereinafter called the "City"), and Pierce County, (hereinafter called the "County").

WITNESSETH:

WHEREAS, the Revised Code of Washington, Rules for Courts of Limited Jurisdiction JCR 2.11 requires legal counsel to be furnished every indigent defendant charged in the Gig Harbor Municipal Court with an offense whereby upon conviction may be punished by imprisonment; and

WHEREAS, the Gig Harbor Municipal Court Judge and City Administrator determined that the Pierce County Department of Assigned Counsel (hereinafter "the Department") is capable and qualified to provide the necessary and required legal services; and

WHEREAS, said Judge and City Administrator have evaluated the performance of the above-named Department and found the requirements of the Rules for Court of Limited Jurisdiction met by providing the necessary and qualified legal services to indigent defendants, thereby satisfying the requirements of the Judge of the Municipal Court; and

WHEREAS, the Pierce County Department of Assigned Counsel indicated their willingness to enter into a contractual agreement to furnish such services to the City for the period beginning January 1, 2002 3, and ending December 31, 2002 2004.

NOW THEREFORE,

1. The Department will provide legal counsel services to indigent defendants in the Gig Harbor Municipal Court for the 2002 3-2004 calendar year. Such services will include, but are not limited, to, legal services to all indigent defendants charged with misdemeanor crimes, including, where appropriate, interviewing defendants held in custody, representation at arraignments as requested by the Court, and at all subsequent proceedings in the Municipal Court. Indigency status will be determined by the City in coordination with the Court.
2. In return for the services rendered to the city and to those indigent defendants represented by the Department, the City agrees to pay the County a sum not to exceed ~~\$30,754.00~~ 31,370.00 annually, commencing January 1, 2002 2003, and ending December 31, 2002 2004. Payments

shall be due and payable in the amount of ~~\$7688.73~~ \$7442.50 the end of each quarter for those services rendered.

3. The parties to this agreement may review the agreement quarterly to determine whether the costs contemplated by the Department of Assigned Counsel have been materially altered such that the payments made by the City are not proportionate to the actual cost of the services provided. Every quarter, the Department shall provide the City with the appropriate records to facilitate such review. If at any such review by the Department or by the City it is determined that the actual expenses of the Department have been materially increased or decreased, then the payment provisions of this Agreement may be amended upon written agreement by the parties, or upon the option of either party, canceled with 90 days written notice.
4. The Department will comply with such reporting and project evaluation requirements as may be established by the City to enable it to appraise the effectiveness of the Department's services. Upon request by the City, the Department shall allow the City reasonable access to its records for the purpose of evaluating the Department's performance under this paragraph.
5. The Department will not subcontract any of its responsibilities or activities required hereunder without the prior written approval of the Judge(s) of the Municipal Court of Gig Harbor and the City.
6. The Department shall carry on its activities pursuant to this agreement at all times in full compliance with all applicable laws, rules and regulations of the United States Government, the State of Washington, the County of Pierce, and the City of Gig Harbor.
7. In all hiring or employment made possible by or resulting from this Agreement, (1) there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin, (2) affirmative action will be taken to assure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or marital status, and (3) the Department agrees to comply with Section 504 of the Rehabilitation Act of 1973, thereby assuring that no person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or other be subjected to discrimination under any program, service, or activity provided by the Department as part of this Agreement.
8. None of the funds, materials, property, or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or

defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before any legislative body.

9. The County shall provide all the Department's malpractice coverage either through malpractice insurance or through self-insurance.
10. The Department agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature for any negligent or intentional acts performed by the Department, its agents or employees pursuant to this Agreement.
11. Either party may terminate this Agreement by providing the other with written notice 30 days prior to the termination date.
12. The written provisions of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.
13. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.
14. Notice given pursuant to the Agreement shall be given in writing to the parties as follows:

Department: Department of Assigned Counsel
949 Market Street, Suite 334
Tacoma, WA 98402

City: City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

This Agreement shall be in effect until the 31st day of December, ~~2002~~ 2004, provided that it be renewable or renegotiable on or before such termination date.

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

CITY OF GIG HARBOR

PIERCE COUNTY

MAYOR GRETCHEN A. WILBERT

JOHN H. HILL, DIRECTOR, DAC

CITY ADMINISTRATOR
DIRECTOR

PIERCE COUNTY EXECUTIVE



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *mh*
SUBJECT: COMMUNITY CENTER PRELIMINARY DESIGN –
CONSULTANT SERVICES CONTRACT
DATE: APRIL 22, 2003

INFORMATION/BACKGROUND

Objective #16 of the 2003 *City of Gig Harbor Annual Budget* reads as follows:

Support design for community center. Participate in design work for site and Facility development of a community center and facility on Pierce County property between Skansie Avenue and the Gig Harbor High School track. Work jointly with Pierce County, the Boys and Girls Club and with the Peninsula School District to develop a community center to house youth recreation programs, youth breakfast and latch key programs, senior activities and Red Cross activities. **\$20,000 December.**

Attached is a standard City of Gig Harbor consultant services contract between the City of Gig Harbor and Thomas Cook Reed Reinvald in the not-to-exceed amount of \$20,000 for preliminary design services that will satisfy Objective #16 by a date not later than September 30, 2003. This preliminary design process and product will be suitable for stakeholder involvement, capital campaign development and final design document production.

Thomas Cook Reed Reinvald was selected from 13 qualified applicants and from among five finalist interviews.

Also attached is a copy of the contract between Pierce County and the Boys and Girls Club of South Puget Sound for use of the property between Skansie Avenue and the Gig Harbor High School track. The lease expires on December 31, 2053, but is renewable for two consecutive twenty-five year terms.

Thomas Cook Reed Reinvald will make a brief presentation about this proposed contract and be available to answer any questions.

POLICY CONSIDERATIONS

As a product of this contract, the City of Gig Harbor will be able to determine whether the community and all stakeholders to the Community Center can feasibly fund the facility and its programs.

The area identified for the development of a community center, identified in the *City of Gig Harbor Parks, Recreation and Open Space Plan*, was originally purchased by Pierce County for park purposes. The city parks plan indicates that "Gig Harbor should help coordinate and assist other public and private agencies, such as Pierce County and the Peninsula School District, to plan, develop, and operate specialized indoor facilities including exercise and conditioning, gymnasiums, courts, arts and crafts, classrooms, small meeting rooms for special populations, youths and teens, seniors, and the general population since these facilities directly serve the local area and are of major interest to city residents of all ages." (1996, p.163) The city plan goes on to say, "Gig Harbor should help coordinate and assist other public and private agencies, potentially the Boys and Girls Club or YMCA, to initiate specialized programs for daycare and school child latch key services, using city and school facilities where appropriate." (1996, p.163)

FISCAL CONSIDERATIONS

It should be noted that city support for design of a community center does not mean that the city will support program costs for private organizations. On one hand, "coordinate and assist (referenced from the parks element above)" does not imply direct monetary support of other public or private agencies. On the other hand, the city can determine to pay for such services for its citizens as it determines necessary. This contract and commitment is limited at this point to the \$20,000 budgeted. The services rendered for development of the contracted design products are significantly cost-effective. It is not anticipated that the City of Gig Harbor will participate in further design or construction costs.

RECOMMENDATION

Significant multi-public and private agency cooperation is reflected in the attached agreements. I recommend approval of the consultant services contract with Thomas Cook Reed Reinvold in the not-to-exceed amount of \$20,000.

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

THOMAS COOK REED REINVALD

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Thomas Cook Reed Reinald, a PLLC organized under the laws of the State of Washington, located and doing business at 902 North Second Street, Tacoma, WA 98403, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of a Community Center and desires that the Consultant perform services necessary to provide the following consultation services.

See Exhibit 'A' Attached

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 21, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A**, 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 Twenty Thousand Dollars (\$20,000) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in

Exhibit B; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by September 30, 2003, 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

Ron S. Thomas, AIA
Thomas Cook Reed Reinvold, PLLC
902 North Second Street
Tacoma, WA 98403
(253) 572-3993

Mark E. Hoppen, City Administrator
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-8136

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this ___ day of _____, 2003,

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor

CONSULTANT
Ron S. Thomas, AIA
Thomas Cook Reed Reinald, PLLC
902 North Second Street
Tacoma, WA 98403
(253) 572-3993

Mark E. Hoppen, City Administrator
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-8136

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

**GIG HARBOR
COMMUNITY CENTER**

TASK NO.	PROJECT TASKS	THOMAS COOK REED REINVALD ARCHITECTS Architecture / Planning Project Management					SUBCONSULTANTS			TOTALS
		Principal in Charge	P.M. - Assoc. Principal	Project Architect	Production Support	Admin Support	Cost Estimating			
		Ron Thomas	Kent McLaren	Rafael Urena	Shawn, Hollie, Tim	Vicki or Teta	Bill Acker			

TASK 1 - PROJECT START UP

1.01	Project Management (Consultant Scope Definition and Contract)	6								
1.02	Confirm Stakeholders & Public / Stakeholder Communication Procedures	1								
1.03	Gather Site Information (as much as possible from existing sources) (assumed Pierce County, City and PSD will aid in printing requested documents)	2	2	2						
1.04	Confirm Overall Project Schedule, Workshop Schedule & Location	1								
	ESTIMATED HOURS	10	2	2	0	0	0	0	0	
	HOURLY RATE	\$160.00	\$115.00	\$95.00	\$85.00	\$45.00				
	ESTIMATED FEES	\$1,600.00	\$230.00	\$190.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL TASK 1			\$2,020.00			\$0.00	\$0.00	\$0.00	\$2,020.00

TASK 2 - PROGRAMMING

2.01	Project Management	4								
2.02	Assemble Site Information (Constraints & Opportunities) Assemble data gathered above in Task 1 for effective use in Community Workshop.	1	1	4						
2.03	Assemble Building Information (Concept Diagrams & Renderings) Assemble concept diagrams and renderings TCRR has prepared for other community centers.			1						
2.04	Summarize Regulatory Constraints: Review all Land Use documents and Design Guidelines. Meet with City and County permit representatives to review requirements (maximum of two meetings). Summarize findings in list and diagram form for use in workshop.	1	2	4						
2.05	Develop List of Program Spaces Assemble summary lists of spaces included in other TCRR Community Center concept diagrams.			2						
2.06	Solicit Programming Input from all Stakeholders at Community Workshop (assumed City will provide staff to assist in conducting Workshops including tasks such as note taking and summarizing) (Stakeholders to be represented at the Workshop: City of Gig Harbor, Boys & Girls Clubs of Pierce County, Pierce County Parks & Rec., PSD, Community Seniors, Red Cross, Peninsula Athletic Association and interested Community Members)	3	2	2						
2.07	Follow Up Programming Meeting Conduct a follow up meeting (one) with stakeholders listed above who were unable to attend above workshop.	2		2						
2.08	Summarize Workshop Input: Format for incorporating into project report. E-mail document to all stakeholders.			3						
	ESTIMATED HOURS	11	5	18	0	0	0	0	0	
	HOURLY RATE	\$160.00	\$115.00	\$95.00	\$85.00	\$45.00				
	ESTIMATED FEES	\$1,760.00	\$575.00	\$1,710.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL TASK 2			\$4,045.00			\$0.00	\$0.00	\$0.00	\$4,045.00

TASK NO.	PROJECT TASKS	THOMAS COOK REED REINVALD ARCHITECTS Architecture / Planning Project Management					SUBCONSULTANTS			TOTALS
		Principal In Charge	P.M. - Assoc. Principal	Project Architect	Production Support	Admin Support	Cost Estimating			
		Ron Thomas	Karl McLaren	Rafael Urena	Shawn, Hollis, Tim	Vicki or Teta	BW Acker			

TASK 3 - CONCEPT DEVELOPMENT										
3.01	Project Management	4								
3.02	Develop Concept Site Plan (Based on Program Input and site Constraints and Opportunities)	4		8	4					
3.03	Develop Concept Floor Plan	2	2	10	6					
3.04	Develop Exterior Perspective	1		12	6					
	ESTIMATED HOURS	11	2	30	16	0	0	0	0	
	HOURLY RATE	\$160.00	\$115.00	\$95.00	\$85.00	\$45.00	\$70.00			
	ESTIMATED FEES	\$1,760.00	\$230.00	\$2,850.00	\$1,360.00	\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL TASK 3			\$6,200.00			\$0.00	\$0.00	\$0.00	\$6,200.00

TASK 4 - REVIEW AND REFINEMENT OF CONCEPT DRAWINGS										
4.01	Project Management	4								
4.02	Review Concept Drawings with Stakeholders: Conduct follow up meeting (one) with Stakeholders to solicit input on concept drawings	2		2						
4.03	Incorporate Stakeholder Input: Revise/update concept drawings to reflect stakeholder input	2		8	8					
	ESTIMATED HOURS	8	0	10	8	0	0	0	0	
	HOURLY RATE	\$160.00	\$115.00	\$95.00	\$85.00	\$45.00				
	ESTIMATED FEES	\$1,280.00	\$0.00	\$950.00	\$680.00	\$0.00	\$0.00	\$0.00	\$0.00	
	TOTAL TASK 4			\$2,910.00			\$0.00	\$0.00	\$0.00	\$2,910.00

TASK 5 - COST ESTIMATE										
5.01	Project Management	2								
5.02	Cost Estimate: Develop concept level cost estimate that depicts a likely range of construction cost for the facility and site development depicted in concept drawings	2		2			16			
5.02	Review of Cost Estimate: Review cost estimate with City and Boys & Girls Club representatives	2								
	ESTIMATED HOURS	6	0	2	0	0	16	0	0	
	HOURLY RATE	\$160.00	\$115.00	\$95.00	\$85.00	\$45.00	\$70.00			
	ESTIMATED FEES	\$960.00	\$0.00	\$190.00	\$0.00	\$0.00	\$1,120.00	\$0.00	\$0.00	
	TOTAL TASK 5			\$1,160.00			\$1,120.00	\$0.00	\$0.00	\$2,270.00

**GIG HARBOR
COMMUNITY CENTER**

TASK NO.	PROJECT TASKS	THOMAS COOK REED REINVALD ARCHITECTS Architecture / Planning Project Management					SUBCONSULTANTS			TOTALS
		Principal in Charge	P.M. - Assoc. Principal	Project Architect	Production Support	Admin Support	ACKER			
		Ron Thomas	Kent McLaren	Rafael Urena	Shawn, Hollis, Tim	Vicki or Teta	Cost Estimating			

TASK 6 - FINAL REPORT & PRESENTATION MATERIALS

6.01	Project Management	2							
6.02	Summarize all of Above in Three Ring Binder (Provide 4 Copies)	1		2	4				
6.03	Provide Presentation Graphics (B&W and Color) (Large Format & Reduced) (Provide 3 Copies)			2	4				
6.04	Provide Electronic Files to Stakeholders (as directed by City)				2				
	ESTIMATED HOURS	3	0	4	10	0	0	0	
	HOURLY RATE	\$180.00	\$115.00	\$85.00	\$85.00	\$45.00			
	ESTIMATED FEES	\$480.00	\$0.00	\$380.00	\$850.00	\$0.00	\$0.00	\$0.00	
	TOTAL TASK 6			\$1,710.00			\$0.00	\$0.00	\$0.00

SUBTOTALS (TASKS 1 - 6)		\$18,036.00		\$1,120.00	\$0.00	\$0.00	\$18,156.00
TCRR MARKUP ON CONSULTANT SERVICES (16%)				\$168.00	\$0.00	\$0.00	\$168.00
ESTIMATED REIMBURSABLES							\$477.00

TOTAL ESTIMATED FEES (Hourly Not Exceed) (Reimbursable expenses will be billed separately per attached Schedule of Rates)							\$20,000.00
--	--	--	--	--	--	--	--------------------

LEASE AGREEMENT

MAR 19 2003

THIS LEASE is made between Pierce County, a political subdivision of the State of Washington, and a municipal corporation, (hereinafter designated "Lessor") and the Boys and Club of South Puget Sound, Washington, (hereinafter designated "Lessee").

RECITALS:

1. Description of Parties.

The Lessor. The Lessor is Pierce County, a political subdivision and a municipal corporation of the State of Washington.

The Lessee. The Lessee is the Boys and Girls Club of South Puget Sound, Washington, a non-profit corporation.

2. General Purpose of Lease. The Lessee shall use and occupy said property as described in Exhibit "A" attached hereto for the sole and exclusive purpose of constructing and maintaining a Boys and Girls Club facility, which will include a youth facility targeting children and youth in kindergarten through the 8th grade, together with floor space for a Senior Center, and other community-oriented uses and activities. Paved parking areas and driveways shall also exist on the premises. The general purpose of the lease is for the construction, operation and maintenance of a Boys and Girls Club Youth Facility together with a Senior Center, open to the public at large on a specified schedule. The Boys and Girls Club, together with Lessees, shall be financially self-sustaining, based on external funding and user charges.

3. Lease Premises. This lease shall be for that certain parcel of real property whose legal description is attached hereto and incorporated by reference herein as Exhibit "A", which is the remainder portion "New Parcel B". The lease premises are wholly located within Pierce County.

4. Lease Term. This lease shall be for the term of fifty (50) years and shall expire on December 31, 2053. This lease shall be renewable at the option of the Lessor for two (2) consecutive twenty five year terms.

5. Lease Charges. This lease shall be for the annual rent of \$10.00. Lessee shall pay labor, operations and capital requirements as set forth hereinafter in this lease. A significant consideration of this lease is that the Boys and Girls Club and its sub-lessees shall offer activities to the public at large on a scheduled basis, that shall relieve the burden on the lessor, Pierce County, to provide similar amenities and activities to the public at large.

6. Lease Concept. The lessee operates Boys and Girls Clubs within Pierce County, Washington. The general concept of this leasehold is that the lessee shall perform private fund raising for the costs for design and construction of the Boys and Girls Club, to include space for a Boys and Girls Club, together with a Senior Center, and related facilities and parking. Lessor shall retain ownership of the land on which the premises are located, subject to the use rights of the lessee. It is not anticipated that any public funds shall be provided for either capital or operations and maintenance of the structures and improvements to be located on the leased premises. It is anticipated that the leased premises shall be open to the public at large, for the use of a Boys and Girls Club, involving a kindergarten through 8th grade population, together with a Senior Center, targeting a retired and senior population. It is anticipated that the lessee shall be permitted to offer interior floor space to sublease tenants, which shall consist of community services for the public at large.

7. No Discrimination Based Upon Ethnicity, Race, Religion, or Ethnic Origin. The lessee and its sub-lessees, shall comply with all statutes and regulations of the United States, the State of Washington, and the County of Pierce concerning discrimination based on race, ethnicity, or religion. Provided, that lessees activities are targeted at a youth population of kindergarten through 8th grade, together with the Senior Center, for senior citizens of Pierce County. Provided also that lessee be and is allowed to offer office space to any religious body for community meetings on a non-preferential basis.

8. Construction. Lessee has a project plan of developing the leased site with a structure for the use of the Boys and Girls Club, together with a Senior Center Facility, including cooking facilities, and parking. Design approval of proposed structures shall be vested in the lessor, Pierce County. The site design, site plan, structures, site parking, paved areas, storm drainage, and all utilities, including architecture, soils and geotechnical, and engineering shall require the written approval of the Lessor. Project design and approvals shall be at the sole expense of the Lessee. All permits including environmental review and site plan review, building, and code approvals shall be undertaken at the sole expense of the Lessee, including permitting, variances if applicable, attorney fees and court proceedings, as applicable. Future structural remodeling, additions, remodels or reductions to the approved structures including parking shall require the written approval of the Lessor.

9. Building. Design and Construction of the Site Improvements shall take place no later than 5 years from the date of this lease. Lessee shall notify Lessor of the dates of construction no later than one year prior to construction.

10. Capital Funding. It is understood and agreed that the Lessee shall develop its capital funding for the design, permitting and construction of its proposed improvements no less than 3 years from the date of this lease. In the event that the Lessee is not able to raise



sufficient capital to develop the site in accordance with its master plan within said period of time, then this lease shall be terminated by the Lessor upon one year written notice to the Lessee.

11. **Construction Costs.** It is understood and agreed that lessee shall bear all costs of construction, including architecture, engineering, permit review, filling and grading, and structural work. Lessee shall not look to lessor for any contribution for either capital costs or operation and maintenance, provided that if lessor installs a private road or utilities to reserved parcels of land that lie generally to the west of the leased premises, lessor shall pay for the cost of capital and operations and maintenance of said paved private road and/or utilities.
12. **Reserved Right of Access.** Lessor shall reserve a right of access to retained parcels of land that generally lie to the west of the leased premises, consisting of a right of way for ingress and egress, together with underground or above-ground utilities, including but not limited to sewer, water, electricity, cable, fiber optic, and natural gas. The legal description of the reserved right of way for ingress, egress, and all utilities will be described during the site design process. Construction of a paved driveway, along with suitable parking, shall be the sole responsibility of the Lessee.
13. **Lessee Responsible for Assessments and Charges.** The Lessee shall be responsible and shall timely pay all Storm Drainage and Surface Water Management Utility charges, LID and ULID assessments and charges, if any, sewer, water, solid waste collection, electricity, natural gas, telephone and cable charges and fees. The lessee shall pay the same in a timely fashion and permit no such assessments, charges or fees to become a lien on the property.
14. **Leasehold Personnel Costs.** Lessee shall be solely responsible for all Boys and Girls Club personnel, janitorial, maintenance, construction and reconstruction costs. Employees and/or volunteers or contractors, subcontractors, or employees of contractors and subcontractors of the Lessee shall have no right to employment from the Lessor, whether wages, fringe benefits, retirement, or right to employment. Lessor shall have no privity in contract with employees or staff of the Lessee. Lessor shall have no financial obligation to the lessee for labor expenses of the Lessee.
15. **Defense and Indemnity.** Lessee agrees to defend, indemnify and save harmless the Lessor, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the Lessor, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Lessee, its successors or assigns, or its

agents servants or employees, the Lessor, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor, its appointed or elected officials or employees. It is further provided that no liability shall attach to the Lessor by reason of entering into this agreement, except as expressly provided herein.

16. Assignments, Subcontracting and Subleasing. No portion of this lease agreement may be assigned, subcontracted or subleased without the written permission of lessor. No subleases will be approved without the written approval of the lessor. Sub-leases shall be for the function of recreational, athletic, cultural and artistic activities on a primary basis. It is not anticipated that interior floor space shall be open to for-profit enterprises, excepting for providers of the above-described services.
17. Assignments and Subleases. This Lease shall permit subleases only of floor space internal to buildings of the Lessee, and only for the general purposes of the Lessee. Exterior areas shall not be subleased.
18. Parking. The Lessee agrees to construct 100-plus automobile parking stalls in its parking area at the time of its site development. Lessor and Lessee agree that sufficient automobile stalls shall be available to the Peninsula School District, its students, teachers, guests and other invitees, for scheduled athletic events on the premises of the adjacent Gig Harbor High School and leased premises of the School District. Availability of parking stalls shall exist during scheduled events. It is understood and agreed that School District athletics shall generate pedestrian traffic. Pedestrians shall be permitted to access School District property and School District leased properties lying generally to the west of the Boys and Girls Club leased premises. It is understood and agreed that the Lessor and the School District or their assigns shall have driveway access from Skansie Drive to tracts of real property to the west of the property subject to this lease on a routine basis. The number of parking stalls shall not be reduced without the written permission of the Lessor.
19. Insurance and Certificate.
 - A. The Lessee shall at its own expense, procure and maintain for the term of this agreement, and thereafter until any Lessee owned improvements are removed from the Property, a comprehensive general form of insurance covering liability, including, but not limited to, Public Liability, Personal Injury, and Property Damage, in the amount of \$1,000,000.00 per occurrence and \$ 3,000,000.00 in the aggregate. Such insurance shall contain no exclusion with respect to property of Lessor in the care, custody or control of Lessee. All insurance shall be placed with insurance companies licensed to do business in the State of Washington, suitable to the Risk Management and Insurance Department of the Lessor. Lessee shall provide, and resubmit to Lessor, on an annual basis, a current Certificate of

Insurance evidencing such insurance, attention to the Lessor's point of contact. Each policy shall provide that it shall not be canceled or materially changed unless written notice of cancellation or change shall have been mailed by the insurance company to Lessor at the address designated herein. Lessor shall be named as an additional insured party covered by the policy.

B. The furnishing of insurance required by this section shall in no way limit or diminish the liability or responsibility of the Lessee as provided under any section of this Lease.

20. Acts of Bankruptcy or Insolvency. In the event that the Lessee shall commit acts of bankruptcy or insolvency, then this lease shall be terminated immediately. This lease shall be terminated if Lessee fails and omits to bring current all expenses of capital construction, operation and maintenance. Lessee shall not permit the property to become liened, and shall cure all liens upon written demand from the Lessor. Further disposal of the property in the event of an insolvency or bankruptcy will be determined by deed reversionary clauses or contract clauses that determine the disposal of the real property in such instance and/or through court proceedings. Lessor shall not be responsible for the capital charges or operating expenses of Lessee, and Lessee shall have no recourse to the Lessor for funding or guarantees for all or any capital improvements or operating expenses of the lessee.
21. Operations and Maintenance. Lessor shall not be financially responsible for operations and maintenance costs of the Boys and Girls Club Buildings. Lessee shall hold Lessor harmless from all and any operations and maintenance costs, and taxes of the Lessee and its sublessees and assigns.
22. Capital Contributions. Lessor shall not be financially responsible for any capital contributions, assessments or reassessments of lessee for the capital requirements of the lessee. Lessee shall hold Lessor harmless from all and any capital contributions or assessments for the construction and reconstruction of the Boys and Girls Club Buildings.
23. Right of Entry of Lessor. Lessor, its officials, employees, agents, contractors, subcontractors and employees thereof shall have right of entry for fire, safety, building, structural and sanitation inspections. Right of entry shall take place upon 24 hours telephoned notice, except for regular inspections by the applicable fire marshal or building inspector which shall take place without notice. In the event of an emergency, right of entry is also permitted to the Lessor and its employees and contractors without notice to the Lessor, and to law enforcement, fire personnel and emergency medical technicians, nurses and physicians. Emergencies include but are not limited to fires, floods, power outages and medical emergencies.

24. Notice. Notice pursuant to this agreement shall be given to the lessor and lessee at the following addresses.


A. Lessor: Mr. Jan Wolcott, Director, Pierce County Parks & Recreation Services Department, Suite 121, 9112 Lakewood Dr. SW, Lakewood, WA 98499.

B. Lessee.

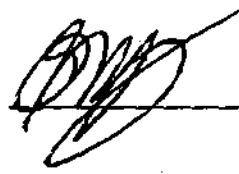
DATED this 10th day of April, 2003.

LESSOR
PIERCE COUNTY

LESSEE
BOYS & GIRLS CLUB OF
SOUTH PUGET SOUND



John W. Ladenburg
County Executive

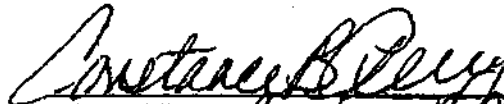


STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that John W. Ladenburg Pierce County Executive, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10th day of April, 2003.





Printed Name: Constance B. Perry
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 4-16-04

STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that GARY T. YAZW signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it be the free and voluntary act of such party for the uses and purposes named in the instrument.

DATED this 19th day of MARCH, 2003.



Julia A Puckett
Printed Name: JULIA A. PUCKETT
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 11/28/03

Approved as to content:

Approved as to content:

Jan Wolcott
Jan Wolcott, Director
Pierce County Parks & Recreation

Mike Panagiotu
Mike Panagiotu, Risk Manager
Pierce County Risk Management

Approved as to form:

Lloyd P. Fetterly
Lloyd P. Fetterly
Deputy Prosecuting Attorney
65-28-203
(boys club.doc)

This is only an informational exhibit showing the described easement area. This diagram is not a survey nor should it be included with any filed legal documentation. For additional survey information contact Lee Olson at #3216 or Mark Holden at #3221

T.No. 5423, 9/10, 9, 132

259-582-7461

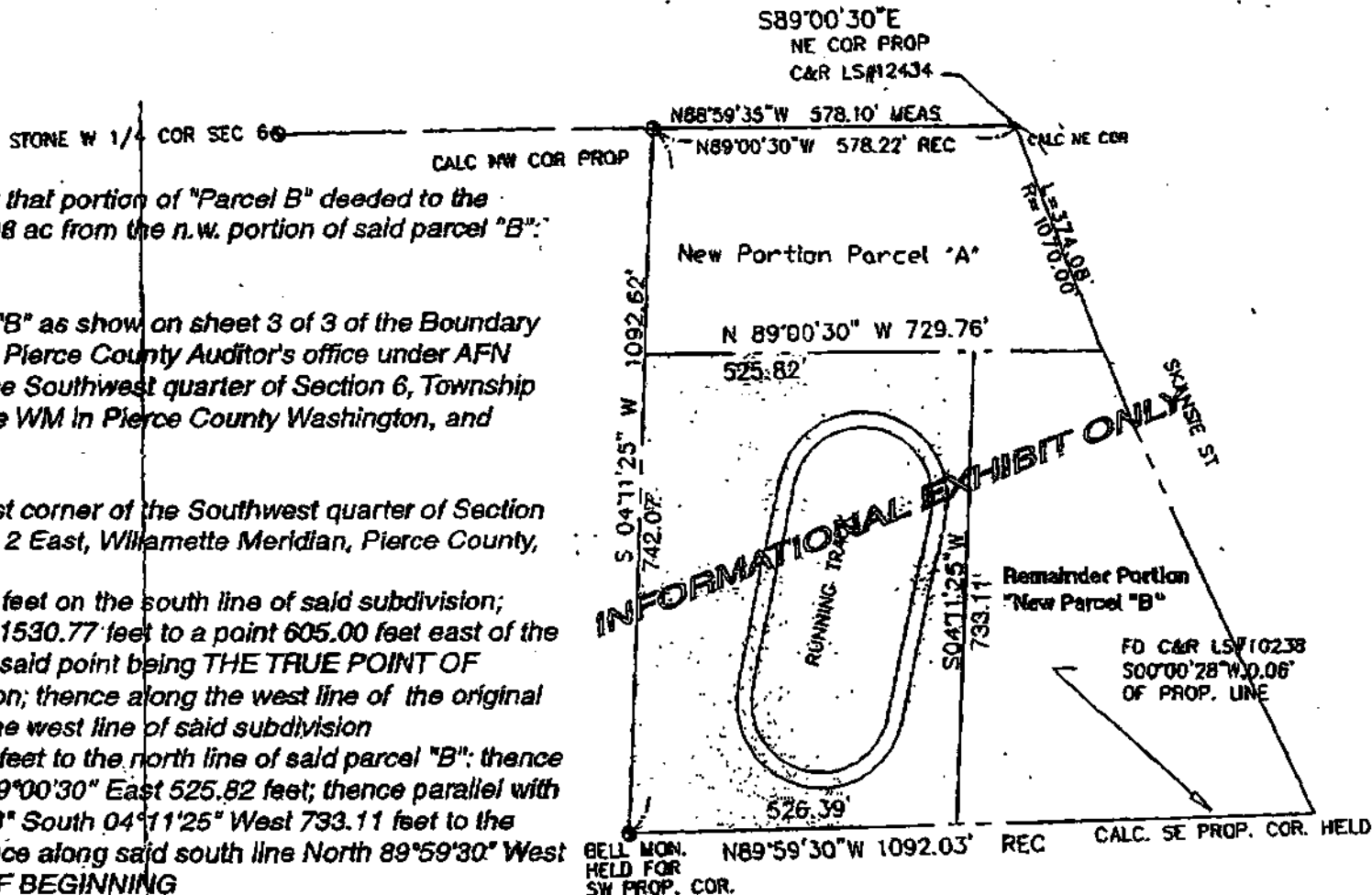
APR. 22. 2003 4:39PM PIERCE CO. PARKS

Revised Legal Description for that portion of "Parcel B" deeded to the school, eliminating approx. 0.98 ac from the n.w. portion of said parcel "B":

A portion of the "New Parcel B" as show on sheet 3 of 3 of the Boundary Line Adjustment on file in the Pierce County Auditor's office under AFN 9902095002, and all within the Southwest quarter of Section 6, Township 21 North, Range 2 East of the WM in Pierce County Washington, and further described as follows:

Commencing at the southwest corner of the Southwest quarter of Section 6, Township 21 North, Range 2 East, Willamette Meridian, Pierce County, Washington; thence

South 89°59'30" East 670.00 feet on the south line of said subdivision; thence North 01°49'17" East 1530.77 feet to a point 605.00 feet east of the west line of said subdivision, said point being THE TRUE POINT OF BEGINNING of this description; thence along the west line of the original Parcel "B" and parallel with the west line of said subdivision North 04°11'25" East 742.07 feet to the north line of said parcel "B"; thence along said north line South 89°00'30" East 525.82 feet; thence parallel with the west line of said parcel "B" South 04°11'25" West 733.11 feet to the south line of said parcel; thence along said south line North 89°59'30" West 526.39 feet to THE POINT OF BEGINNING



Described area

PIERCE COUNTY CONTRACT SIGNATURE PAGE

Contract #03-14926

IN WITNESS WHEREOF, the parties have executed this Agreement this 11th day of April, 2003.

PIERCE COUNTY:

LEASEE:

By [Signature] 03-28-2003
Deputy Prosecuting Attorney Date
Approved as to form only

See attached
Leasee Signature Date

By _____
Risk Management Date

By [Signature] 4-9
Budget & Finance Date

Boys & Girls Clubs of South Puget Sound
Current President: Gary J Yazwa

Approved:

By [Signature] 3-21-2003
Department Director Date
(less than \$250,000)
or

Address: 1501 Pacific Ave #301
Tacoma WA 98402-3313
Phone: 253-572-8440
Fax: 253-572-8449

current contact person: Julia Puckett, ext. 13

By [Signature] 4/10/03
Pierce County Executive Date
(\$250,000 or more)

AGORD CERTIFICATE OF LIABILITY INSURANCE

CSR BK
980YC-1

DATE (MM/DD/YYYY)
04/01/03

Innon, Carlson & Kessel, Inc.
21 70th Ave W Ste B
University Place WA 98466-7664
Phone: 253-565-3500 Fax: 253-565-7209

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Boys & Girls Clubs of Pierce
Boys & Girls Club of Westsound
Boys & Girls Clubs of South
Puyet Sound
1501 Pacific Ave #301
Tacoma WA 98402

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First National	
INSURER B: Safeco Insurance	
INSURER C: Safeco Insurance	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SYMBOL TR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP7782085	12/20/02	12/20/03	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADM INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPIOP AGG \$3,000,000
B X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA7782085	12/20/02	12/20/03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLES <input checked="" type="checkbox"/> RETENTION \$10,000	UL7782085	12/20/02	12/20/03	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$ WE STATU-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crisis	CP7782085	12/20/02	12/20/03	Employee Dishonest \$150,000

RISK MANAGEMENT INSURANCE
 Approved *[Signature]*
 Date *4/3/03*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Pierce County Parks & Recreation is named as Additional Insured.

CERTIFICATE HOLDER

PARKRRC
 Pierce Cnty Parks & Recreation
 FAX 253-582-7461
 Attn: Jan Wolcott
 9112 Lakewood Dr
 Lakewood WA 98499

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Mark D. Hanks *[Signature]* *[Signature]*



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
**SUBJECT: RESOLUTION AUTHORIZING APPLICATION TO THE INTERAGENCY
COMMITTEE FOR OUTDOOR RECREATION (IAC) FOR FUNDING
ASSISTANCE WITH THE SKANSIE PARK PROPERTY ACQUISITION**
DATE: APRIL 21, 2003

BACKGROUND

The City applied for and received a *Waiver of Retroactivity* for the purchase of the Skansie Property. This waiver allows the City to pursue IAC grant funding subsequent to the actual purchase – which occurred in November 2002.

Due to potential restraints on future use that apply to IAC-funded purchases, the grant application is only for the portion of the property between the driveway and Jerisich Park. This area is outlined in the attached photo. The estimated value for this area is \$414,000. If the application is successful, we will have to provide a formal appraisal.

This resolution authorizes the Mayor to make formal application to IAC for funding assistance under the Washington Wildlife And Recreation Program (WWRP). If approved, the application packet will be submitted to IAC.

FISCAL CONSIDERATION

The amount requested under this program is \$207,000.

RECOMMENDATION

I recommend approval of the attached resolution.

**CITY OF GIG HARBOR
RESOLUTION NO.**

A RESOLUTION AUTHORIZING APPLICATION FOR FUNDING ASSISTANCE FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM (WWRP) PROJECT TO THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS PROVIDED IN CHAPTER 79A.15 RCW, ACQUISITION OF HABITAT CONSERVATION AND OUTDOOR RECREATION LANDS.

WHEREAS, our organization has approved a comprehensive plan that includes this project area; and

WHEREAS, under the provisions of WWRP, state funding assistance is requested to aid in financing the cost of land acquisition and/or facility development; and

WHEREAS, our organization considers it in the best public interest to complete the land acquisition project described in the application; and

NOW THEREFORE BE IT RESOLVED, that:

1. The mayor be authorized to make formal application to IAC for funding assistance;
2. Any funding assistance received be used for implementation of the project referenced above;
3. Our organization hereby certifies that its share of project funding is committed and will be derived from Property Acquisition Fund monies and a 10-year note sold in November 2002;
4. We acknowledge that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless otherwise provided and agreed to by our organization and IAC;
5. This resolution becomes part of a formal application to IAC; and
6. We provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this __th day of April, 2003.

APPROVED:

MAYOR, GRETCHEN WILBERT

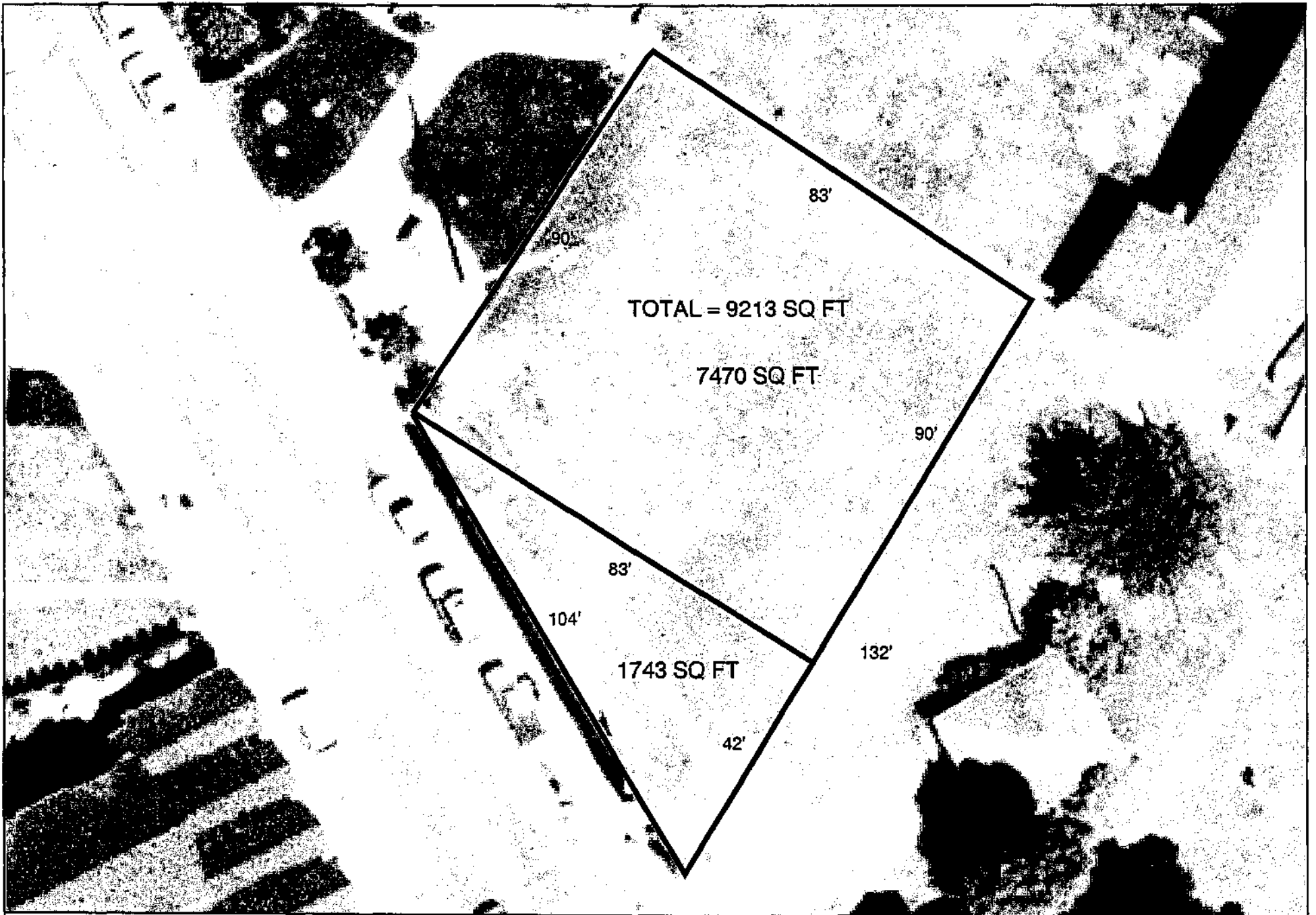
ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: _____

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



SKANSIE PROPERTY IAC GRANT REQUEST



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
**SUBJECT: RESOLUTION AUTHORIZING APPLICATION TO THE INTERAGENCY
COMMITTEE FOR OUTDOOR RECREATION (IAC) FOR FUNDING
ASSISTANCE WITH DEVELOPMENT OF THE CUSHMAN TRAIL**
DATE: APRIL 23, 2002

INFORMATION/BACKGROUND

This resolution authorizes and supports Pierce County (Mr. John Ortgeisen of Pierce County Parks and Recreation) to make formal application to IAC for funding assistance under the Land and Conservation Fund. Pierce County is applying with support from the City of Gig Harbor for \$500,000 to further the development of the Cushman Trail from its current terminus at the Kimball Park-n-Ride to Borgen Blvd. The 50% match requires support from Pierce County and the City of Gig Harbor on pro-rata basis based on the amount of trail in each jurisdiction. Additional trail development anticipated totals four miles of new trail.

POLICY CONSIDERATIONS

Objective #12 of the City of Gig Harbor 2003 Annual Budget reads, "Participate with Pierce County Parks and Recreation in the design and construction of the next phase of the trail between Kimball Park and Ride and the Wilkinson Farm." This potential grant represents a more ambitious objective than the budgeted objective. This multi-purpose trail objective was first formally identified in the parks element of the City of Gig Harbor Parks, Recreation and Open Space Plan in 1996 (p. 178).

FISCAL CONSIDERATIONS

The city's share of the matching support is \$378,000; the county's share is \$122,000 because some of the future extension of the Cushman Trail is outside of the city limits. Pierce County supported the trail development to its current location with minor support from the city.

RECOMMENDATION

I recommend that the City Council approve the attached resolution.

**CITY OF GIG HARBOR
RESOLUTION NO. _____**

A RESOLUTION AUTHORIZING APPLICATION FOR FEDERAL FUNDING ASSISTANCE FOR A LAND AND WATER CONSERVATION FUND (LWCF) PROGRAM TO THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS PROVIDED IN THE LWCF ACT OF 1965, AS AMENDED FOR THE PURPOSE OF DEVELOPING THE CUSHMAN TRAIL.

WHEREAS, our organization has approved a comprehensive plan that includes this project area; and

WHEREAS, under the provisions of LWCF, federal funding assistance is requested to aid in financing the cost of land acquisition and/or facility development; and

WHEREAS, our organization considers it in the best public interest to complete the land acquisition and/or development project described in the application; and

NOW THEREFORE BE IT RESOLVED, that:

1. The Mayor be authorized to make formal application to IAC for funding assistance;
2. Any fund assistance received be used for implementation of the project referenced above;
3. Our organization hereby certifies that its share of project funding is committed and will be derived from general fund assets;
4. We acknowledge that we are responsible for supporting all non-cash commitments to the sponsor share should they not materialize;
5. We acknowledge that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless otherwise provided and agreed to by our organization and IAC;
6. This resolution becomes part of a formal application to IAC; and
7. We provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this ___th day of April, 2003.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: _____

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



'THE MARITIME CITY'

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: APRIL 21, 2003
SUBJECT: 1st QUARTER FINANCIAL REPORTS

The financial reports for the first quarter of 2003 are attached.

Total resources, including all revenues and beginning cash balances, are 42% of the annual budget. Actual beginning fund balance for all funds in the current fiscal year was \$8,041,000. This fell about \$474,000 short of our estimated beginning fund balance of \$8,515,000. Revenues, excluding cash balances, are at 15% of the annual budget while expenditures are at 13% (The percentages for revenues and expenditures are identical to 2002).

General Fund revenues (excluding beginning balance) are at 24% of budget. Sales tax receipts for the quarter are slightly ahead of pace at 26% of budget. Property taxes are at 3% of budget. The major property tax distributions are collected in the second and fourth quarters.

General Fund expenditures are at 19% of budget. All General Fund departments are within first quarter budgeted expenditures.

Street Fund revenues and expenditures, excluding beginning and ending fund balances are 19% and 8% of budget, respectively.

The General Government Capital Assets Fund has a March 31 ending balance of \$4,529,616 and year-to-date expenditures for the Civic Center are \$1,041,000.

Water, Sewer and Storm revenues are at 23%, 22% and 17% of budget, while expenditures are at 16%, 15% and 10% of budget, respectively.

All funds have adequate cash on hand to meet upcoming obligations.

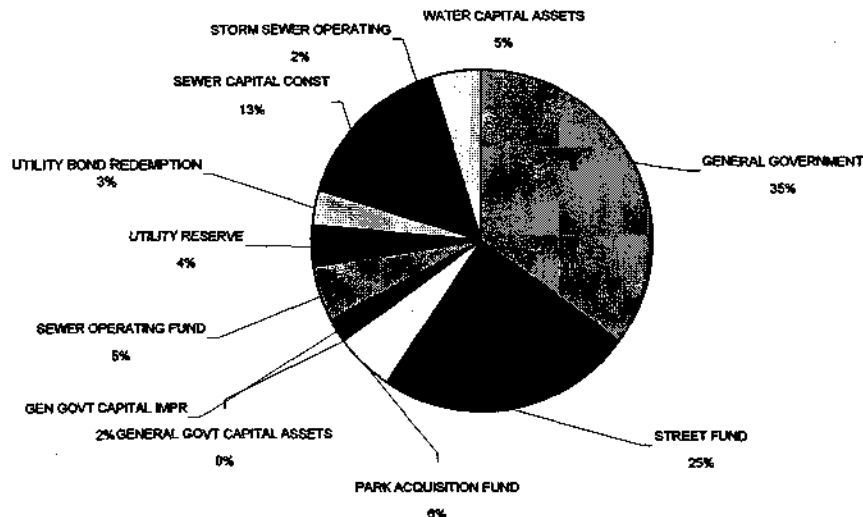
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF March 31, 2003**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	2,993,861	1,354,237	1,536,870	(234,386) \$	2,576,845
101	STREET FUND	1,707,101	474,952	240,429	(136,303)	1,805,321
105	DRUG INVESTIGATION FUND	3,108	13	2,000	(20)	1,101
107	HOTEL-MOTEL FUND	236,605	36,096	70,453	(4,318)	197,930
109	PARK ACQUISITION FUND	-	1,316	8,045	416,969	410,241
110	CIVIC CENTER DEBT RESERVE	-	-	-	-	-
203	'87 GO BONDS - SEWER CONSTR	-	-	-	-	-
208	91 GO BONDS & 97 LTGO BONDS	53,253	166	-	(1,054)	52,366
209	2000 NOTE REDEMPTION FUND	2,719	9	-	-	2,728
301	GENERAL GOVT CAPITAL ASSETS	242,132	50,140	76,353	(42,843)	173,076
305	GENERAL GOVT CAPITAL IMPR	115,218	50,019	-	-	165,237
309	IMPACT FEE-TRUST AGENCY FUND	-	-	-	-	-
401	WATER OPERATING FUND	120,541	166,147	143,658	(59,229)	83,801
402	SEWER OPERATING FUND	91,338	259,610	221,844	13,013	142,116
407	UTILITY RESERVE	293,173	5,764	-	-	298,938
408	UTILITY BOND REDEMPTION	388,003	1,552	22,682	(178)	366,694
410	SEWER CAPITAL CONST	1,091,228	35,650	88,805	(73,852)	964,221
411	STORM SEWER OPERATING FUND	144,906	80,188	64,455	21,309	181,948
420	WATER CAPITAL ASSETS	556,118	14,038	138,288	(79,681)	352,187
605	LIGHTHOUSE MAINTENANCE TRUST	1,761	6	-	-	1,766
631	MUNICIPAL COURT	-	17,475	11,585	(5,890)	-
		<u>8,041,062</u>	<u>2,547,379</u>	<u>2,625,467</u>	<u>(186,463) \$</u>	<u>7,776,515</u>

**COMPOSITION OF CASH AND INVESTMENTS
AS OF March 31, 2003**

	MATURITY	RATE	BALANCE
CASH ON HAND			300
CASH IN BANK		1.0000%	148,281
RESTRICTED CASH		1.0000%	879
LOCAL GOVERNMENT INVESTMENT POOL		1.2865%	6,827,056
FEDERAL HOME LOAN BANK	07/29/05	2.5300%	200,000
FEDERAL HOME LOAN BANK	03/17/06	2.5500%	600,000
			<u>7,776,515</u>

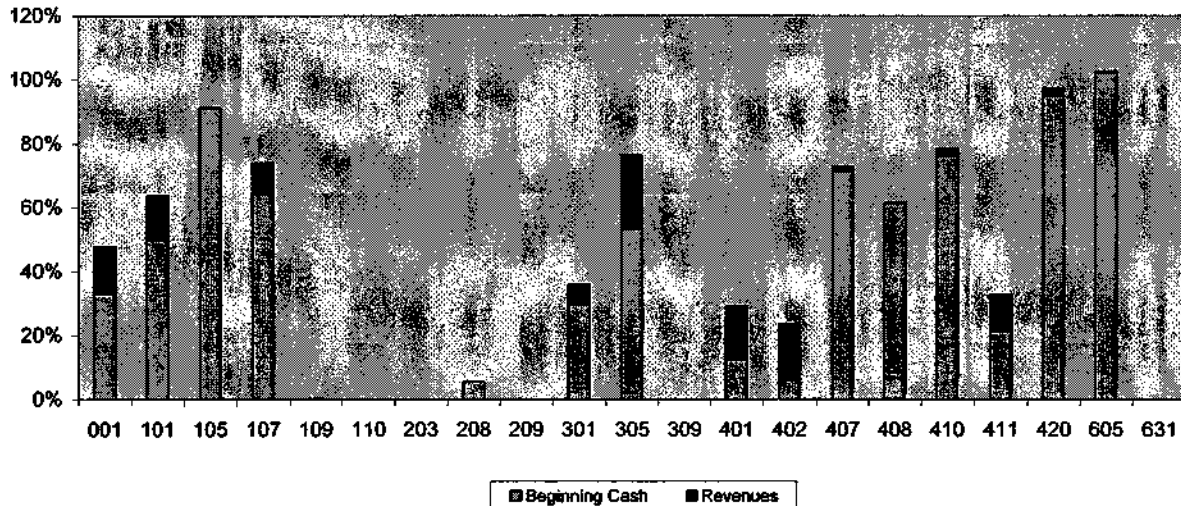
Ending Cash Balances By Fund



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF March 31, 2003**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 9,061,977	\$ 4,348,098	\$ 4,713,879	47.98%
101	STREET FUND	3,418,745	2,182,053	1,236,692	63.83%
105	DRUG INVESTIGATION FUND	3,414	3,121	293	91.41%
107	HOTEL-MOTEL FUND	368,360	272,701	95,659	74.03%
109	PARK ACQUISITION FUND	576,929	1,316	575,613	0.23%
110	CIVIC CENTER DEBT RESERVE	1,515,000		1,515,000	
203	'87 GO BONDS - SEWER CONSTR				
208	91 GO BONDS & 97 LTGO BONDS	962,777	53,419	909,358	5.55%
209	2000 NOTE REDEMPTION FUND	1,261,625	2,728	1,258,897	0.22%
301	GENERAL GOVT CAPITAL ASSETS	813,261	292,272	520,989	35.94%
305	GENERAL GOVT CAPITAL IMPROVEMENT	216,405	165,237	51,168	76.36%
309	IMPACT FEE-TRUST AGENCY FUND	676,800		676,800	
401	WATER OPERATING	983,376	286,688	696,688	29.15%
402	SEWER OPERATING	1,492,662	350,947	1,141,715	23.51%
407	UTILITY RESERVE	409,843	298,938	110,905	72.94%
408	UTILITY BOND REDEMPTION FUND	630,972	389,554	241,418	61.74%
410	SEWER CAPITAL CONSTRUCTION	1,431,605	1,126,877	304,728	78.71%
411	STORM SEWER OPERATING	683,612	225,094	458,518	32.93%
420	WATER CAPITAL ASSETS	584,829	570,156	14,673	97.49%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	1,766	(45)	102.62%
631	MUNICIPAL COURT		17,475	(17,475)	
		\$ 25,093,913	\$ 10,588,441	\$ 14,505,472	42.20%

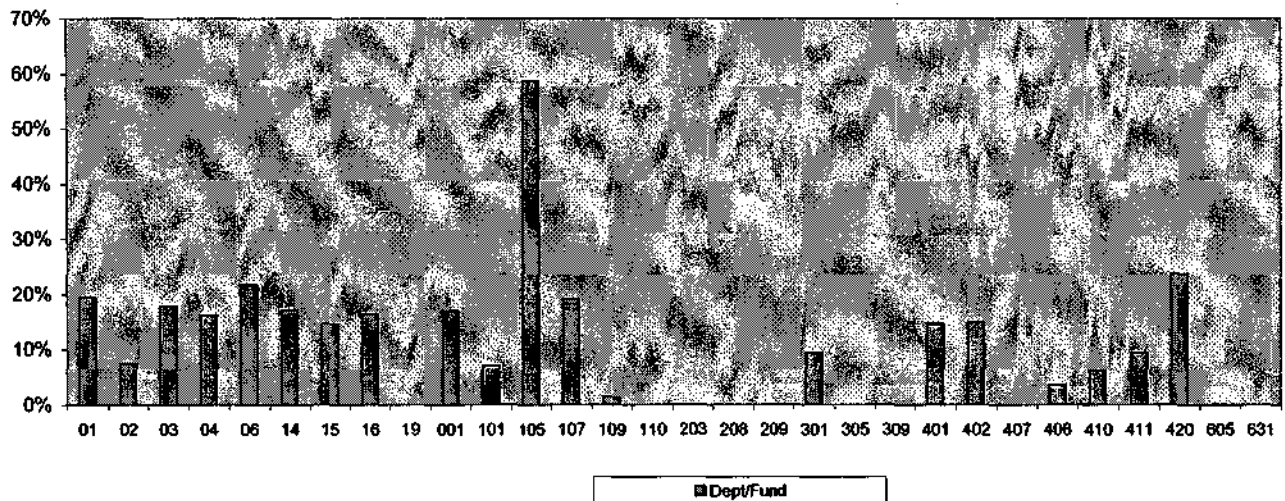
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING March 31, 2003**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 3,416,500	\$ 665,288.26	\$ 2,751,211.74	19.47%
02	LEGISLATIVE	55,700	4,117	51,583	7.39%
03	MUNICIPAL COURT	317,050	56,778	260,272	17.91%
04	ADMINISTRATIVE/FINANCIAL	744,500	120,789	623,711	16.22%
06	POLICE	1,746,850	379,208	1,367,642	21.71%
14	COMMUNITY DEVELOPMENT	939,700	160,318	779,382	17.06%
15	PARKS AND RECREATION	761,650	111,817	649,833	14.68%
16	BUILDING	236,000	38,555	197,445	16.34%
19	ENDING FUND BALANCE	844,027	-	844,027	
001	TOTAL GENERAL FUND	9,061,977	1,536,870	7,525,107	16.96%
101	STREET FUND	3,418,745	240,429	3,178,316	7.03%
105	DRUG INVESTIGATION FUND	3,414	2,000	1,414	58.58%
107	HOTEL-MOTEL FUND	368,360	70,453	297,907	19.13%
109	PARK ACQUISITION FUND	576,929	8,045	568,885	1.39%
110	CIVIC CENTER DEBT RESERVE	1,515,000	-	1,515,000	
203	'87 GO BONDS - SEWER CONSTR	-	-	-	
208	91 GO BONDS & 97 LTGO BONDS	962,777	-	962,777	
209	2000 NOTE REDEMPTION FUND	1,261,625	-	1,261,625	
301	GENERAL GOVT CAPITAL ASSETS	813,261	76,353	736,908	9.39%
305	GENERAL GOVT CAPITAL IMPROVEMENT	216,405	-	216,405	
309	IMPACT FEE-TRUST AGENCY FUND	678,800	-	678,800	
401	WATER OPERATING	983,376	143,658	839,718	14.61%
402	SEWER OPERATING	1,492,662	221,844	1,270,818	14.86%
407	UTILITY RESERVE	409,843	-	409,843	
408	UTILITY BOND REDEMPTION FUND	630,972	22,682	608,290	3.59%
410	SEWER CAPITAL CONSTRUCTION	1,431,605	88,805	1,342,800	6.20%
411	STORM SEWER OPERATING	683,612	64,455	619,157	9.43%
420	WATER CAPITAL ASSETS	584,829	138,288	446,541	23.65%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	-	1,721	
631	MUNICIPAL COURT	-	11,585	(11,585)	
		\$ 25,093,913	\$ 2,625,467	\$ 22,468,446	10.46%

Expenditures as a Percentage of Annual Budget



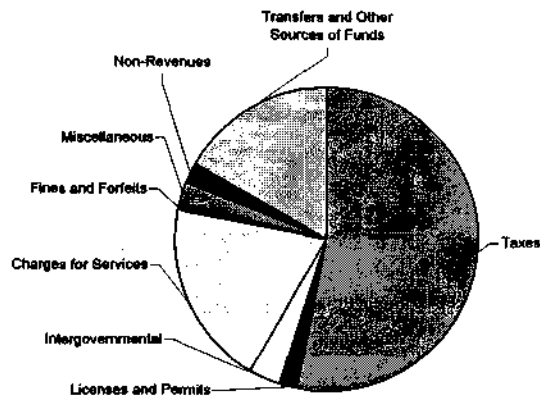
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING March 31, 2003**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 1,351,577
Licenses and Permits	52,699
Intergovernmental	81,154
Charges for Services	505,453
Fines and Forfeits	21,282
Miscellaneous	50,925
Non-Revenues	62,950
Transfers and Other Sources of Funds	421,340
Total Revenues	2,547,379
Beginning Cash Balance	8,041,062
Total Resources	\$ 10,588,441

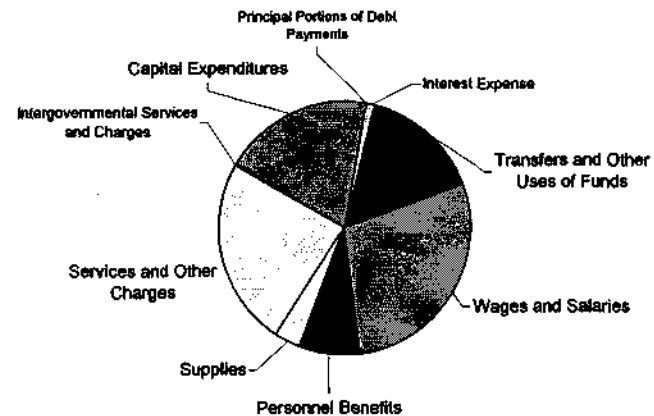
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING March 31, 2003**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 754,400
Personnel Benefits	198,900
Supplies	92,335
Services and Other Charges	628,966
Intergovernmental Services and Charges	8,896
Capital Expenditures	507,703
Principal Portions of Debt Payments	
Interest Expense	22,682
Transfers and Other Uses of Funds	411,585
Total Expenditures	2,625,467
Ending Cash Balance	7,776,515
Total Uses	\$ 10,401,982

Revenues by Type - All Funds



Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF March 31, 2003

	SPECIAL REVENUE FUNDS										TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	110 CIVIC CENTER DEBT RESERVE	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINTENANCE	
CASH	\$ 35,684	\$ 38,312	\$ 23	\$ 4,200	\$ 8,706	\$ -	\$ 3,873	\$ 3,507	\$ -	\$ 37	\$ 58,460
INVESTMENTS	2,541,162	1,767,009	1,078	193,729	401,535	-	169,403	161,731	-	1,729	2,696,213
RECEIVABLES	47,509	42,943	-	-	-	-	-	-	-	-	42,943
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	2,624,355	1,848,265	1,101	197,930	410,241	-	173,076	165,237	-	1,766	2,797,616
LIABILITIES											
CURRENT	35,953	143,412	-	-	-	-	2,697	-	-	-	146,109
LONG TERM	34,711	34,711	-	-	-	-	-	-	-	-	34,711
TOTAL LIABILITIES	70,664	178,123	-	-	-	-	2,697	-	-	-	180,820
FUND BALANCE:											
BEGINNING OF YEAR	2,736,324	1,435,618	3,088	232,287	416,969	-	196,593	115,218	-	1,761	2,401,532
Y-T-D REVENUES	1,354,237	474,952	13	36,096	1,316	-	50,140	50,019	-	6	612,542
Y-T-D EXPENDITURES	(1,536,870)	(240,428)	(2,000)	(70,453)	(8,045)	-	(76,353)	-	-	-	(397,279)
ENDING FUND BALANCE	2,653,691	1,670,141	1,101	197,930	410,241	-	170,380	165,237	-	1,766	2,616,796
TOTAL LIAB. & FUND BAL.	\$ 2,624,355	\$ 1,848,265	\$ 1,101	\$ 197,930	\$ 410,241	\$ -	\$ 173,076	\$ 165,237	\$ -	\$ 1,766	\$ 2,797,616

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF March 31, 2003

	DEBT SERVICE			
	203 87 GO BONDS SEWER CONST	208 91 GO BONDS SOUNDVIEW DR	209 2000 NOTE REDEMPTION	TOTAL DEBT SERVICE
CASH	\$ -	\$ 1,111	\$ 58	\$ 1,169
INVESTMENTS	-	51,254	2,670	53,924
RECEIVABLES	1,287	-	-	1,287
FIXED ASSETS	-	-	-	-
OTHER	-	-	-	-
TOTAL ASSETS	1,287	52,366	2,728	56,381
LIABILITIES				
CURRENT	-	-	-	-
LONG TERM	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
FUND BALANCE:				
BEGINNING OF YEAR	1,287	52,200	2,719	56,206
Y-T-D REVENUES	-	166	9	175
Y-T-D EXPENDITURES	-	-	-	-
ENDING FUND BALANCE	1,287	52,366	2,728	56,381
TOTAL LIAB. & FUND BAL.	\$ 1,287	\$ 52,366	\$ 2,728	\$ 56,381

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF March 31, 2003**

	PROPRIETARY							
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	TOTAL PROPRIETARY
CASH	\$ 1,876	\$ 3,114	\$ 8,466	\$ 8,642	\$ 20,463	\$ 3,861	\$ 7,725	\$ 54,147
INVESTMENTS	81,924	139,002	290,472	358,053	943,758	178,087	344,462	2,335,757
RECEIVABLES	94,194	157,797	9,195	903,158	(2,019)	46,958	-	1,209,282
FIXED ASSETS	2,075,167	8,396,254	-	-	1,233,858	684,027	793,341	13,182,647
OTHER	-	-	-	5,178	-	-	-	5,178
TOTAL ASSETS	2,253,161	8,696,167	308,133	1,275,030	2,196,059	912,933	1,145,528	16,787,011
LIABILITIES								
CURRENT	(109)	661,763	-	388,791	-	2	12,484	1,062,931
LONG TERM	35,906	38,357	-	1,290,313	-	21,624	-	1,386,199
TOTAL LIABILITIES	35,797	700,119	-	1,679,104	-	21,626	12,484	2,449,130
FUND BALANCE:								
BEGINNING OF YEAR	2,194,876	7,958,282	302,368	(382,944)	2,249,215	875,573	1,257,295	14,454,664
Y-T-D REVENUES	166,147	259,610	5,764	1,552	35,650	80,188	14,038	562,949
Y-T-D EXPENDITURES	(143,658)	(221,844)	-	(22,682)	(88,805)	(64,455)	(138,288)	(679,733)
ENDING FUND BALANCE	2,217,364	7,996,048	308,133	(404,074)	2,196,059	891,306	1,133,044	14,337,881
TOTAL LIAB. & FUND BAL.	\$ 2,253,161	\$ 8,696,167	\$ 308,133	\$ 1,275,030	\$ 2,196,059	\$ 912,933	\$ 1,145,528	\$ 16,787,011

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF March 31, 2003**

	ACCOUNT GROUPS				TOTAL
	FIDUCIARY 631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS	
CASH	\$ -	\$ -	\$ -	\$ -	149,459.60
INVESTMENTS	-	-	-	-	7,627,056
RECEIVABLES	-	-	-	-	1,301,022
FIXED ASSETS	-	10,702,211	-	10,702,211	23,884,858
OTHER	-	-	-	-	5,178
TOTAL ASSETS	-	10,702,211	-	10,702,211	32,967,574
LIABILITIES					
CURRENT	-	-	-	-	1,244,994
LONG TERM	-	-	-	-	1,455,621
TOTAL LIABILITIES	-	-	-	-	2,700,614
FUND BALANCE:					
BEGINNING OF YEAR	(5,890)	10,702,211	-	10,702,211	30,345,047
Y-T-D REVENUES	17,475	-	-	-	2,547,379
Y-T-D EXPENDITURES	(11,585)	-	-	-	(2,625,467)
ENDING FUND BALANCE	-	10,702,211	-	10,702,211	30,266,959
TOTAL LIAB. & FUND BAL.	\$ -	\$ 10,702,211	\$ -	\$ 10,702,211	\$ 32,967,574

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF March 31, 2003

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS
ASSETS							
CASH	\$ 35,684	\$ 58,460	\$ 1,169	\$ 95,313	\$ 54,147	\$ -	\$ -
INVESTMENTS	2,541,162	2,696,213	53,924	5,291,300	2,335,757	-	-
RECEIVABLES	47,509	42,943	1,287	91,740	1,209,282	-	-
FIXED ASSETS	-	-	-	-	13,182,647	-	10,702,211
OTHER	-	-	-	-	5,178	-	-
TOTAL ASSETS	2,624,355	2,797,616	56,381	5,478,352	16,787,011	-	10,702,211
LIABILITIES							
CURRENT	35,953	146,109	-	182,063	1,062,931	-	-
LONG TERM	34,711	34,711	-	69,422	1,386,199	-	-
TOTAL LIABILITIES	70,664	180,820	-	251,484	2,449,130	-	-
FUND BALANCE:							
BEGINNING OF YEAR	2,736,324	2,401,532	56,206	5,194,062	14,454,664	(5,890)	10,702,211
Y-T-D REVENUES	1,354,237	612,542	175	1,966,954	562,949	17,475	-
Y-T-D EXPENDITURES	(1,536,870)	(397,279)	-	(1,934,149)	(679,733)	(11,585)	-
ENDING FUND BALANCE	2,553,691	2,616,796	56,381	5,226,868	14,337,881	-	10,702,211
TOTAL LIAB. & FUND BAL.	\$ 2,624,355	\$ 2,797,616	\$ 56,381	\$ 5,478,352	\$ 16,787,011	\$ -	\$ 10,702,211



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT
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TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STAFF REPORT – SHORELINE PLAN UPDATE
DATE: APRIL 28, 2003

INTRODUCTION/BACKGROUND

Staff has been working with a Council appointed citizens advisory committee for the purpose of revising the existing Shoreline Master Program (SMP).

In December of 2002, Council concurred with an approach by which the committee would gather additional information and identify key parties with which to hold round table discussions to gather additional input. The Committee held two such meetings; the first with marina owners on February 3, 2003 and a second with the marine trade community on March 3, 2003. A questionnaire regarding the shoreline area was also mailed to property owners along the City and Urban Growth Area shoreline. The Committee most recently met on April 7, 2003 to discuss the next steps in the process.

The Washington State Department of Ecology (DOE) has provided "mixed messages" regarding recommended courses of action for the City. Initial guidance provided by DOE Senior Management advocated a "wait and see" approach. This approach would wait for full adoption of the proposed Draft Rule and resolution of pending shoreline-related litigation. The "wait and see" approach has subsequently been revised to a reflect a more neutral posture:

"Communities that are considering adoption of SMP amendments need to consider the results of adoption without guidelines with other factors and consult their legal council, it is their choice to make."

Gordon White, DOE via e-mail 3/6/03

It is unclear what specific support and/or guidance will be provided by DOE in the near future.

Additionally, pending legislation adds to the uncertainty as to how best to proceed. SSB 6012 would require local jurisdictions to update local shoreline plans based on a new set of guidelines once adopted, between 2005 and 2014 provided funding is available from the State.

Given the uncertainty surrounding this issue, the Committee agreed that a limited, minor amendment to the existing shoreline plan would be appropriate. I have

discussed this approach with DOE staff and it would be in keeping with the parameters of our Section 306 Coastal Zone Management planning grant. Specifically, such an amendment would include:

- Updating the shoreline map to reflect current City and Urban Growth Area (UGA) boundaries;
- Propose standards to address building scale and massing related to view corridors along existing rights-of-ways;
- Review and compare the shoreline plan with the comprehensive plan to address any inconsistencies between the two documents; &
- Conduct a more detailed shoreline inventory.

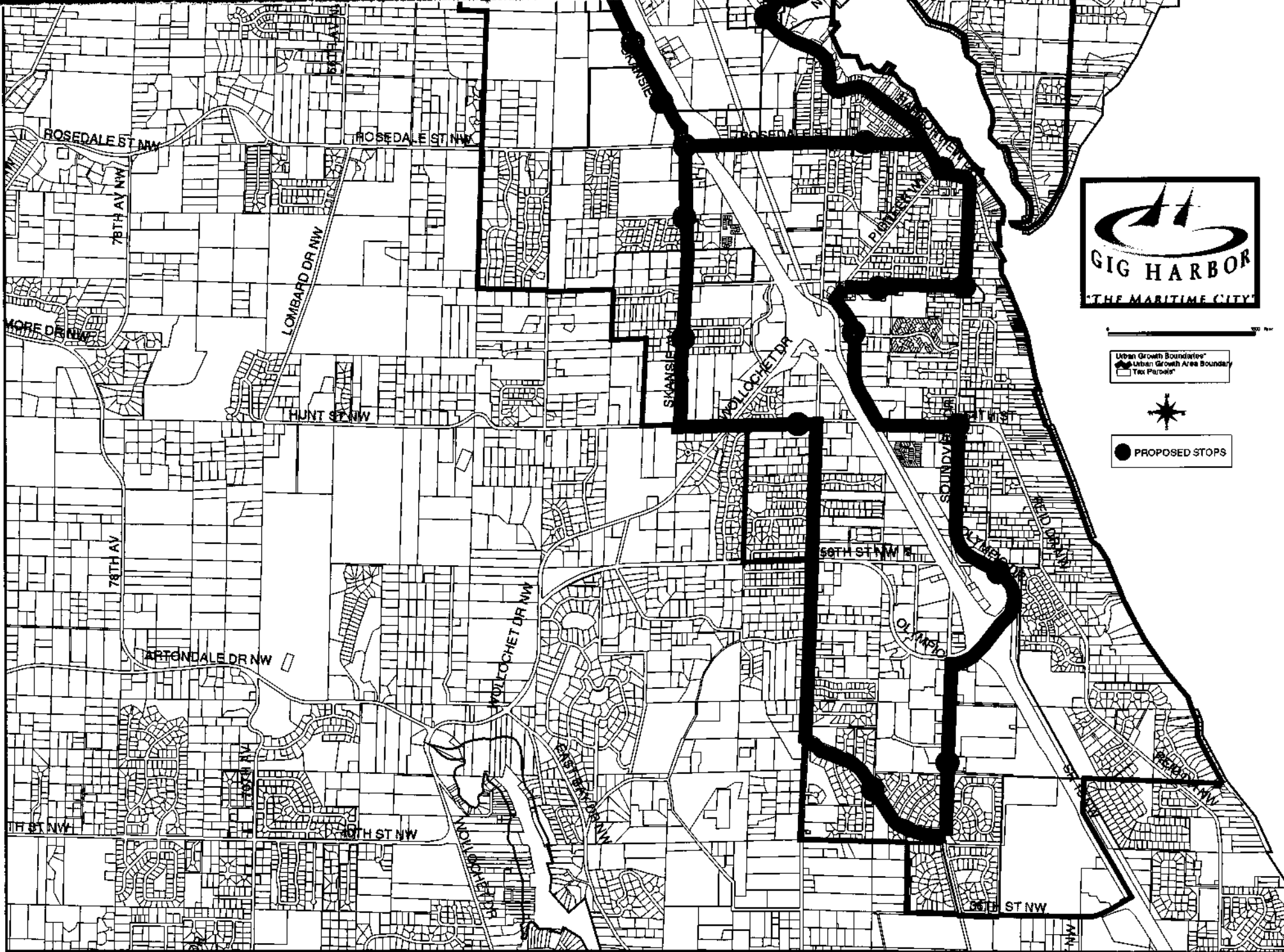
FISCAL CONSIDERATIONS

The estimated cost of preparing an inventory of conditions in the City of Gig Harbor's shoreline jurisdiction and document the results in a revised report, including a series of maps produced using a geographic information system (GIS) is \$27,225. The City was recently granted an amendment to our existing Section 306 Coastal Zone Management planning grant specifically for the purpose of revising the shoreline inventory. The total grant amount was increased from \$53,000 to \$83,000 and the City's match increased from \$26,500 to \$41,500.

Adequate funds exist in the adopted 2003 Budget to cover the required local match for the purposes of preparing the shoreline inventory.

STAFF RECOMMENDATION

I recommend that the City Council concur with the approach to pursue a minor amendment to the adopted Shoreline Master Program as presented.



Urban Growth Boundaries*
 Urban Growth Area Boundary
 Tax Parcels*



● PROPOSED STOPS

PROPOSED TOWN-AROUND ROUTES TO PIERCE TRANSIT

