

Gig Harbor City Council Meeting

**December 11, 2006
6:00 p.m.
(note early starting time)**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
December 11, 2006 - 6:00 p.m. (early starting time)**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION: For the purpose of discussing labor negotiations per RCW 42.30.140(4)(b).

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of November 27, 2006.
2. Liquor License Renewals: Thai Hut; Cigar Land; Gig Harbor Chevron; Harbor Arco; Harbor Inn; Brix 25 Restaurant.
3. Resolution No. 695 – Declaration of Surplus Property.
4. Olympic Dr./56th St. Roadway Improvement Project – Agreement for Temporary Slope and Construction Easements.
5. Westside Park Master Plan – Consultant Services Contract.
6. Eddon Boat Remediation Clean-up Action Plan Contract Amendment.
7. Approval of Payment of Bills for December 11, 2006:
Checks #52139 through #52288 in the amount of \$347,683.14.
8. Approval of Payroll for the Month of November:
Checks #4489 through #4517 and direct deposits in the amount of \$268,847.93.

OLD BUSINESS:

1. Third Reading of Ordinance – 2007 Budget.
2. Second Reading of Ordinance – Increasing Water Rates.
3. Second Reading of Ordinance – Increasing Sewer Rates.
4. Second Reading of Ordinance – Increasing Storm Drainage Rates.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Rust Street Vacation.
- ~~2. Public Hearing – Wheeler Avenue Street Vacation Request. The applicant has withdrawn their request for the vacation of Wheeler Avenue. The public hearing has been cancelled.~~
2. Proposed 2007 Rates for Attorney Services – Ogden Murphy Wallace.
3. Hearing Examiner Services.
4. Assigned Counsel Agreement Amendment.
5. Reciprocal Dense Vegetative Screening and Buffer Easement Agreement.
6. Lobbying Services – SAL Governmental Affairs Consultant Services Contract.
7. On-call Plan Review - Professional Services Contract.
8. Comprehensive Plan Amendments SEIS Preparation – Consultant Services Contract.
9. Product Demonstration Agreement -Neuros Company.
10. Eddon Boat Park Dock and Marine Railways, Conceptual Design and Permitting Assistance – Consultant Services Contract.
11. Agreement for Permit Fee Credit – Olympic Property Group – Harbor Hill Development.
12. Asphalt Pathway – Contract Authorization.
13. Olympic Dr./56th St. Roadway Improvement Project – Transportation Improvement Plan \$3.2M Grant Award Fuel Tax Distribution Agreement.
14. Skansie Avenue Near Neel Court Re-stripping Turn Pocket Project – Contract Authorization.

STAFF REPORT:

1. Mike Davis, Chief of Police – November Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 27, 2006

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

CALL TO ORDER: 7:03 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of November 13, 2006 and Special City Council Meeting of November 16, 2006.
2. Sanitary Sewer Facilities Easement and Maintenance Agreement – Olympic Mixed Use.
3. Appointment to the Planning Commission – Jeane Derebey.
4. Purchase Authorization – Street Sweeper.
5. Skansie Tank Repainting – Contract Authorization for Materials Testing Services.
6. Eddon Boat Property – 2007 EPA Brownfields Grant Application Assistance – Contract Amendment.
7. Liquor License Renewals: The Harbor Kitchen; Terracciano's; and Half Time Sports.
8. Approval of Payment of Bills for November 27, 2006:
Checks #52028 through #52138 in the amount of \$361,462.65.

MOTION: Move to approve the Consent Agenda as presented.
Franich / Ekberg – unanimously approved.

Mayor Hunter then suggested a motion to amend the agenda to move the Public Hearing and Second Reading of the 2007 Proposed Budget to the end of New Business.

MOTION: Move to amend the agenda as recommended.
Dick / Ekberg – unanimously approved.

OLD BUSINESS:

1. Ratification – Gig Harbor Peninsula Historical Society Agreement. John Vodopich, Community Development Director, explained that this is for ratification of the agreement entered into with the Historical Society at the Special Meeting of October 30th.

MOTION: Move to ratify the agreement with the Gig Harbor Peninsula Historical Society and authorize the Mayor to sign the agreement as presented.
Kadzik / Conan – unanimously approved.

Mayor Hunter was asked to recognize Jeane Derebey, new appointee to the Planning Commission, who was in the audience. Mayor Hunter welcomed Ms. Derebey and thanked her for volunteering to serve on the Planning Commission.

NEW BUSINESS:

1. First Reading of Ordinance – Increasing Water Rates. David Rodenbach, Finance Director, explained that this increase was proposed in the Council Retreat this spring and was recommended in a rate study conducted by Gray and Osborne, Inc. in 2003. The increase will become effective January 1st if passed. He answered questions and said that this will return for a second reading at the next meeting.

2. First Reading of Ordinance – Increasing Sewer Rates. David Rodenbach, Finance Director, explained that this is a 10% increase in sewer rates that will also take effect January 1st if passed. He explained that sewer charges are calculated upon water usage with a baseline established during six months of the lowest use. This will return at the next meeting for the second reading.

3. First Reading of Ordinance – Increasing Storm Drainage Rates. (This was accidentally skipped and was discussed after the Traffic Fees Update.)

4. Public Hearing and First Reading of Ordinance – Traffic Impact Fees Update. Steve Misiurak presented information on the proposed increase in Transportation Impact Fees. He explained that in conjunction with David Evans and Associates, a city-wide traffic analysis and capacity availability report was completed. As a result, he is recommending raising the traffic impact fee rate to \$3,171 per vehicle trip with an equivalent P.M. trip fee of \$1,080. This would replace the current rate of \$108.22 adopted in 1999, which was based upon the average daily trips, not the peak P.M. trips. He answered Council questions about the exhibits and clarifying definitions. He then introduced Victor Salemann, representing David Evans and Associates, Inc., to address questions in further detail.

Mr. Salemann further described the method in which the fee calculations and different rates came about.

John Vodopich explained that the different rates are based upon the use. If a developer pays the lower rate, and a tenant improvement is made that requires a higher use, the impact fees are triggered at the time of the tenant improvement permit process. The same would apply for a building annexed into the city.

Mayor Hunter opened the public hearing at 7:35 p.m.

Patrick Mullaney – Land Use Attorney, representing Costco. Mr. Mullaney said that Costco has two concerns with the proposed ordinance, which had also been submitted in a letter earlier today. He requested that Council postpone enactment of the ordinance to allow additional time to analyze and comment on the fee calculation formula. He then requested that Council to consider changing the trigger date from

issuance of the Building Permit to when the application is considered complete as is done in many other jurisdictions.

Mr. Mullaney continued to explain that it would be unfair to impose this large an increase in traffic impact fees on the Costco project after they accommodated the city's request for review that resulted in delays and modifications to the design that added approximately 5.5 million dollars to the cost of the project.

Andrew Dempsey – Transportation Solutions Inc. Mr. Dempsey, representing Costco, also asked for additional time to study the ordinance. He said that they understand that the impact fees have not been updated since 1999, and think that it is appropriate to do so, as long as it is applied equally and fairly.

Mr. Dempsey commented on the technical aspects of the draft ordinance. He said that the most difficult thing to quantify is the pass-by and diverted links. He said that they are unclear with how the diverted link trips are being dealt with, as they are not new trips. The close proximity of Costco to Highway 16 will result in many of these. He suggested deducting these out of the trip calculation and dealing only with primary trips as a fair method. He said that the single, city-wide fee is easy to apply, but not fair and equitable if the development is on the edge of the zone. May be more appropriate to look at smaller set of multiple zones. He said that they need additional time to understand the modeling data.

Mr. Dempsey said that it is not clear how existing traffic deficiencies in the formula are dealt with and that they would also need for extra time to understand this. He continued to say that they don't understand that grant funding assumptions, gas tax distribution, and how the city plans to pay for the left over reserve capacity. They want to make sure that the city understands their obligation for projects in the six-year window. If they cannot be funded within this time, consider a smaller group of projects.

Mr. Dempsey suggested that the city should look at language in GHMC 19.12.909 to provide a mechanism for developers to submit information to justify a variance from the impact fee schedule. The ITE land use information is generalized and specific developments may have specific pass-by trip rate generation or diverted link information supported by collected data but doesn't show in the ITE Manual.

Mr. Dempsey mentioned trigger points and the policy implications of having it at time of issuance of building permit. The city controls the timeline for issuance to a large degree, and it seems unfair for the developer to get to the end of the process and find out they have to pay an impact fee much larger than expected. Financing could disappear. He said that this may affect the economic development of the city.

Mr. Dempsey said that some credit provisions are dealt with in the municipal code regarding a project listed on the Six-Year TIP, but it doesn't clearly identify the calculation. He suggested tying the credit to the same cost estimate used to produce the fee table.

Mr. Dempsey finalized by saying that Costco hopes to continue to work with the city and would appreciate consideration on the request for additional time to review the proposal.

John Alexander – Master Builders. Mr. Alexander said that philosophically, Master Builders is opposed to traffic impact fees because it raises the cost of housing. He said many of his concerns have been touched on and raised the following, additional issues.

1. This study based on the one in Olympia, which has been through several court proceedings and challenges.
2. Credits for off-site improvements already constructed. RCW 82.060 states that adjustments to the cost of public facilities made or anticipated must be credited back to the developer.
3. Is there a percentage that outlying developers will pay? There is a city-wide fee that is similar, but it is unclear if the percentage changes or if there is a range.

Mr. Alexander asked if the Borgen/SR-16/Canterwood Project is really an eight million dollar project. If so, builders will be looking at \$12,000 impact fees per unit. He then said that they don't think that Gig Harbor increasing impact fees is a terrible thing; it helps in predictability. But it doesn't appear that this study has done its homework.

Sterling Griffin – 22 Rhododendron Drive, Raft Island. Mr. Griffin said he and his partners are developing property along Bujacich. He said that they applaud the city for this, because with the Costco, the hospital and the other current projects, concurrency issues have blown apart the small developer. He said they would like to see this passed as quickly as possible as it would allow the solution to let them move forward.

John Chadwell – OPG – 4423 Pt. Fosdick Drive. Mr. Chadwell said that the other speakers hit most of his points. He pointed out one housekeeping item. Number two on Exhibit A-1 shows a 3.2 million balance in the traffic fee calculation. In light of the Gateway article regarding the recent grant award, this may need to be adjusted.

He explained that OPG participated in the LID for the original construction of Borgen Boulevard. Since then, as part of the SEPA mitigation for their development, they have widened roads and made roundabout improvements. He agreed that the traffic impact fees should be higher than the current \$108.00. He said that going forward; they understand they will be required to bear a share of the long-term improvements to the Burnham/Borgen/Canterwood Interchange.

1. Does the new methodology allow them credit for the transportation improvements that they have installed?
2. This is a large step increase. He asked Council to consider changing the trigger time, grand-father projects already in process, or perhaps, phase the increase over a 2-3 year period to allow small developers to factor the fees in.

3. First Reading of Ordinance – Increasing Storm Drainage Rates. (from earlier in the agenda.) David Rodenbach, Finance Director, explained that this is an increase of \$1.44 per month in storm drainage rates that will take effect January 1st if passed. Because the city is coming under NPDES requirements, this increase is necessary help to get the storm manual in place.

Councilmember Dick asked if a rate study is needed. Mr. Rodenbach responded that in order to do a rate study, required projects will need to be identified to project revenues and expenses. This 20% increase will enable the city to complete the first step towards NPDES compliance.

5. Resolution for Public Hearing – Milton Avenue Street Vacation Request – Drolshagen. John Vodopich said that the city received a request from Mr. Drolshagen for a vacation for a portion of Milton Avenue that abuts his property. Pursuant to the Gig Harbor Municipal Code, the city must set a public hearing date by resolution, and recommended January 8, 2007 as that date.

John Sloan – 4630 47th Ave NW. Mr. Sloan said that he would reserve comment for the public hearing on the 8th of January.

MOTION: Move to approve Resolution No. 694 setting a date for public hearing on the street vacation request.
Franich / Conan – unanimously approved.

4. Shore Acres Water System Report. John Vodopich presented the information requested at the last Council Meeting in regards to the Shore Acres Water System. He said that the Operations and Public Projects Committee recommended that the city not take over this system at this time, and that is the recommendation staff is forwarding to Council.

Councilmember Young asked for clarification on the potential pitfalls of assuming the system. Mr. Vodopich responded that there has been extensive testing and investigation of the system. One uncertainty is that the system was constructed in the late 1940's and certain portions may be in disrepair. There is also an issue regarding the parcel that the water company either wants the city to purchase or they would sell it to pay for the upgrades.

Councilmember Franich said that the memo from the city crew lists a number of problems with the system. Mr. Vodopich responded that Mr. Wagner has done a good job of outlining the items that the water company would perform to rectify the problems.

Councilmember Young pointed out that this system is in the city's service area and the city would end up with it if something were to happen. In the interim, it would be better to let them repair it and acquire a known system. Councilmembers further discussed several options, including the formation of an LID or letting Shoreacres Water System sell the property, do the repairs and put additional money in escrow for future repairs.

Scott Wagner – 6507 27th Ave. NW. Mr. Wagner gave a history of the two years he has been working on this project. He talked about the option of Washington Water taking it over. He then asked if the city was interested in assuming the water system or not.

Councilmember Young asked if Shoreacres Water System is willing to come up with the \$500,000 to improve the system by selling the park property or by forming an LID. If so, then the city may be interested.

Councilmember Ekberg said that one thing that came out of the committee meeting was the proposal for the city to buy the parcel, but that made no economic sense. That is why the recommendation was to not assume the system. Mr. Wagner responded that purchase of the parcel was just a suggestion.

Councilmember Franich asked Mr. Wagner if it would meet their goal for Washington Water to take the system over. Wagner responded that with a couple of minor clarifications to the current contract so that Washington Water would not have to be concerned that the city would cut them off, then he thinks that it would be a fine solution. Councilmember Franich asked for clarification on how many households being served are city residents. Mr. Wagner said approximately 20. He added that there are efficiencies with the system that would allow Washington Water to absorb the 1-1/2 times rate the city charges.

Councilmember Young stressed that this is not in the Washington Water service area and he doubts that they will be allowed by the state to assume the system. It is not in the interest of the rate payers to turn a system over to a private entity when the city is the water provider.

Councilmember Franich said that he is concerned that \$500,000 isn't sufficient to repair the system. Mr. Wagner responded that it would cost the city one million to do what they could do with half that amount. He said that David Brereton, Director of Operations made the recommendations, and they had these drawn up and got an estimate for the work to be done. He said that this is an accurate number.

Councilmember Kadzik asked about contingency funds and/or an escrow account to allay concerns with other problems that may arise. Mr. Wagner said that they did a thorough job of identifying the problems. He then said that he will find out if the state would block the takeover by Washington Water. This would be the best solution as they will take the system with the improvements that have already been made. He stressed that he can't go to his board to ask them to sell the property to make the improvements without some sort of a commitment from the city.

Councilmember Ekberg said that the benefit to the other ratepayers must be identified. Mr. Wagner offered an increase in revenues and additional bonding capacity as benefits. He then suggested that there two state grant systems to help with takeover of an aged or failing system.

Mayor Hunter asked Mr. Wagner to research the option of takeover by Washington Water and to get back to staff with a response.

Councilmember Young then said he thinks it wrong that they should have to go to a private company that will raise their rates. He said that if Shoreacres is willing to make the improvements, the city should be willing to take it over. Councilmember Kadzik said he agreed that we can find a way to make it happen. If the \$517,000 isn't sufficient, then it's not the city's problem because Shoreacres is going to turn it over with those identified improvements made.

Councilmember Franich voiced concern with the system becoming a financial drain on the other ratepayers.

Mr. Wagner said he will review the option for Washington Water to take over the system. He said that he hears a second option; if they are willing to do the repairs plus ensure some other percentage for future repairs, then the city will assume the system. He asked for clarification on whether the city is interested in the park property. Councilmembers stressed that there is no interest.

This agenda item was moved from New Business.

Public Hearing and Second Reading of Ordinance - 2007 Proposed Budget. David Rodenbach presented the changes to the document from the first reading.

Councilmember Ekberg asked when downtown parking was added to Fund 101 of the budget, as this wasn't in the last draft and hadn't been discussed. Mr. Rodenbach explained that this had been added since the last reading, and that it does not change the ending fund balance. He said that because the city did not get the sidewalk grant for Skansie, the 45th and Briarwood combined projects has been increased and an objective was added to explore downtown parking options.

Mayor Hunter explained that he asked for an opportunity to study angle parking on Judson Street and on Austin Street. Another option to ease the parking problem downtown is to explore leasing vacant property.

Councilmember Franich voiced concern that this showed up the way it did. He said that he has a problem with the safety of angle parking, adding that it is presumptuous to add this into the budget without it being discussed by a committee or Council.

John Vodopich said that this request had been presented to the Operations and Public Projects Committee and staff was asked to come up with traffic counts for different alternatives. He said that the counts have not been done to date. Councilmember Ekberg explained that during the committee meetings, safety issues were raised and the issue was shelved until additional information could be obtained. He said that they

agreed to other changes that included re-striping on Stanich Lane and Uddenberg. He said that this had not been done, and asked if this would be part of the budget objective.

Mayor Hunter apologized, saying that this change to the budget should have been listed on the memo with the other amendments. Mr. Rodenbach stressed that this objective is not a foregone conclusion, but was included for discussion. Mr. Vodopich said that there is no set plan, and any proposed changes to public right-of-way would first be brought before the Public Projects and Operations Committee.

Councilmember Ekberg then suggested adding another full-time police officer half-way through the year to address traffic concerns. The funding could come from the position for a Community Development Assistant that had been removed during the worksession. He suggested a third reading of the ordinance to vote on the finalized document after any amendments had been made.

MOTION: Move to add another full-time police officer position to be hired halfway through the year for traffic enforcement, and to bring the ordinance back for a third reading.
Ekberg / Young -

Councilmember Franich asked for clarification on traffic data, saying that it seems like the department is doing a pretty good job of enforcement. Chief Davis explained that there was an increase in citations in 2005, but a decrease in 2006 because they were down two officers. He said that he constantly receives complaints from the community regarding traffic. He further explained that traffic enforcement isn't just about the number of tickets, but the ability to train an officer in specialized skills to investigate serious collisions and having the flexibility to respond to specific complaints such as the roundabouts. In addition, this officer would be able to work with the design of future roadways and to deal with traffic safety education.

Councilmember Franich asked for further clarification on the number of officers and their scheduling, as well as population increases. Chief Davis responded that there is one more officer on the street than we had three years ago, and even though the city population has only seem a minimal increase, the surrounding area now has over 50,000 people that come into the city. This creates an additional workload for the department. He said that as soon as the bridges open, there will be even more of an increase.

Councilmember Franich then stated that this was not a requested position. Chief Davis clarified that he had requested it for the past two years, but that it was cut from the budget before it came before Council for review.

Councilmember Kadzik asked if the addition of another officer would increase the vehicle take-home program. Chief Davis responded that if a trained officer was hired it probably would, but if an entry-level officer were hired, it would be approximately one

year before they were fully trained, and in that case a vehicle may not be necessary until 2008.

Councilmember Kadzik then asked about officer retention. Chief Davis explained that in two and one-half years, two officers have retired; before that, one officer went back to his own agency shortly after being hired, one left to go into private business, and another officer left before being asked to go.

RESTATED MOTION: Move to add another full-time police officer position to be hired halfway through the year for traffic enforcement and to bring the ordinance back for a third reading.
Ekberg / Young – five voted in favor. Councilmember Franich voted no.

Councilmember Ekberg said that he would like to propose an amended salary range for the Marketing Director. He stressed that this is not a critique of the job being performed by the person holding the position, but the amendment is where the position best fits into the city's job descriptions and salary ranges. This would still allow room for growth in the position.

MOTION: Move to amend the salary range for the Marketing Director to \$4807 to \$6009.
Ekberg / Dick –

Councilmember Young said that the existing, proposed range is mitigated to a degree because the employee is at the top of the current range, and it was anticipated that they would start at the bottom of the new range. Because the job has expanded so much since inception, the only other way to promote this person is by a job reclassification. He recommended leaving the salary range as currently proposed and starting the employee at the bottom of the new range. He said that it isn't the supervisory duties, but the skill level that defines this classification of employees. They require significant experience and a degree, plus continuing education. He said that this is why this position should be at the same range as the other supervisory positions.

RESTATED MOTION: Move to amend the salary range for the Marketing Director to \$4807 to \$6009.
Ekberg / Dick – five voted in favor. Councilmember Young voted no.

Councilmember Franich then asked Mr. Vodopich to clarify his response to the memo regarding the Community Development Assistant position. Mr. Vodopich explained that breadth of the range of duties listed in Councilmember Franich's memo exceeds the skill level of the current job description for a Community Development Assistant.

Councilmember Franich suggested leaving the same proposed language in the budget that was removed in the first worksession. He then asked Mr. Vodopich if he feels a

need for a staff person to the jobs he listed. Mr. Vodopich responded that the description proposed in the Administration budget was different than what was mentioned in the memo. He said that it is correct that Planning did not request an additional position. Mr. Vodopich commented “Am I being asked if an additional person is needed?”

Councilmember Franich responded by asking if these particular things listed are going to need a staff person to do, whether it’s this person or some other person. Mr. Vodopich said that in regards to the items referenced, they have budgeted \$35,000 to retain a consultant to facilitate a review of the Design Manual, they have obtained a grant for doing a portion of the historic structures report on the Wilkinson property, and they have added additional money for the Certified Local Government program. He stressed that the CLG was set up as a voluntary program and only one application has been processed for a city-owned property. He said that if Council wants to expand this program to begin inventory of historic structures in the town and further educate folks regarding the benefits of the CLG, the department would need assistance. He continued to say that the public works staff has been successful in obtaining Transportation Improvement Board grants and sidewalk improvement grants that would continue with the current staffing levels. He commented that in the past, the City Administrator took the lead on other grants the past few years.

Councilmember Franich asked Mr. Vodopich if it would be important to have administrative follow through with grants. Mr. Vodopich responded that yes, if the city moves towards applying for more grants, it would be important to have a project manager to do the grant reporting, solicit consultants, and oversee the implementation of the grants.

MOTION: Move to add this position back into the budget as described in page 51 of the original budget at the workshop, and change the organizational chart for the Community Development Assistant as a lateral to the Community Development Director with a dotted line.
Franich / Conan –

Councilmember Young asked Mr. Vodopich if this position was requested by his department. Mr. Vodopich responded that no, it was not.

Councilmember Young then asked if Mr. Vodopich were to “throw a body”, one FTE in the entire Community Development Department, what would it be? A new planner, an assistant engineer, more clerical support?

Mr. Vodopich responded that recently he and the Mayor have talked about the staffing needs in the Engineering Department due to the recent grant for Olympic / 56th and the clerical staff restraints. He said that if he were asked to chose, he would add a Community Development Clerk for Engineering.

Mayor Hunter commented that there is a \$500,000 grant for Eddon Boat and a grant for the Westside Park that needs to be managed. In addition, the CLG work approved by Council last year still needs to be completed because we are putting together a manual of standard procedures to do this work. Councilmember Young asked how much has been spent on this. Mr. Rodenbach responded that \$13,500 out of the budget has been spent.

Councilmember Ekberg called for the question.

RESTATED MOTION: Move to add this position back into the budget as described in page 51 of the original budget at the workshop, and change the organizational chart for the Community Development Assistant as a lateral to the Community Development Director with a dotted line. Franich / Conan – three voted yes, three no resulting in a tie. Roll call vote:

Ekberg – no; Young – no; Franich – yes; Conan – yes; Dick – no; Kadzik – yes.

Mayor Hunter said that he would vote yes to break the tie. Councilmember Young said that the Mayor cannot vote on an ordinance. Mayor Hunter pointed out that this isn't an ordinance, but a motion to amend the budget that is adopted by ordinance. Councilmember Ekberg said that this is the second reading of an ordinance.

Clerk Towslee explained that the City Attorney had been asked for a ruling on this, and her response was that because this is an amendment and not the actual adoption of the ordinance, the Mayor could vote to break a tie.

The motion carried four to three.

Councilmember Franich moved on to his next item. He said that currently, the Marketing Director's salary is split ninety percent from Hotel-Motel Tax Fund and ten percent from Administration. Although Laureen may be working on things that are not directly related to marketing, he would question anything over ten percent and whether we really need a person that we are paying this amount of money to be doing that job.

MOTION: Amend the language in the proposed budget to reflect the existing 90/10 split.
Franich / Ekberg –

Councilmember Young stressed that you have to justify the reason, and the Marketing Director has provided commentary on the time spent on other duties. Councilmember Franich responded that he saw the list and said he believes that the 90/10 split is fair and that maybe we don't need to be doing some of those other things.

Councilmember Conan said that it looks more like an 80/20 split at this point. This brings to light the issue that a lot of things have been put on this position that it may not

be the best place. He added that maybe we should be prepared to take these things out of this job. Councilmember Young commented on the new support staff.

RESTATED MOTION: Amend the language in the proposed budget to reflect the existing 90/10 split.
Franich / Ekberg – four voted in favor. Councilmembers Young and Dick voted no.

STAFF REPORT:

1. Steve Misiurak, City Engineer - Eddon Boat 2007 EPA Brownfields Draft Grant Application. Mr. Misiurak presented this grant application for clean-up of the vacant parcel next to the Eddon Boat property. A public meeting has been scheduled for Monday night at 6:00 p.m. to solicit public comment. The request is for \$200,000 and will go towards remediation and clean-up of the site.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT: None.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Gig Harbor North Task Force Meeting for Dec. 13th at 9:00 a.m. in Comm. Rms A&B.
2. Cushman Trail Design Public Forum – December 5th, 6:00 p.m. in the Council Chambers.
3. Eddon Boat Grant Meeting – December 4, 2006 6:00 p.m. in the Comm. Rms A&B.

ADJOURN:

MOTION: Move to adjourn at 9:30 p.m.
Franich / Ekberg – unanimously approved.

CD recorder utilized:
Disk # 1 Tracks 1 – 36
Disk # 2 Tracks 1 – 20

Charles L. Hunter, Mayor

Molly M. Towslee, City Clerk

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:12/04/06

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20070331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 FENCO (USA), INC.	CIGAR & WINE, DUPONT 1225 CENTER DR STE 120 DUPONT WA 98237 0000	088899	BEER/WINE SPECIALTY SHOP
2 THAI HUT THAI CUISINE LLC	THAI HUT THAI & ASIAN CUISINE 4116 HARBORVIEW DR GIG HARBOR WA 98332 1080	078469	BEER/WINE REST - BEER/WINE
3 FENCO (USA), INC.	CIGAR LAND, GIG HARBOR 11430 51ST AVE NW STE 103 GIG HARBOR WA 98332 7897	087024	BEER/WINE SPECIALTY SHOP
4 MI CHA KIM, INC.	GIG HARBOR CHEVRON 5006 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	072786	GROCERY STORE - BEER/WINE
5 PARK, JOHN M PARK, WAN CHA	HARBOR ARCO AM/PM MART 5119 OLYMPIC DR W GIG HARBOR WA 98335 0000	080805	GROCERY STORE - BEER/WINE
6 DROHAN CORPORATION	HARBOR INN RESTAURANT 3111 HARBORVIEW DR GIG HARBOR WA 98335 0000	359834	SPIRITS/BR/WN REST LOUNGE +
7 HARBOR BRIX 25 INC.	BRIX 25 RESTAURANT 7707 PIONEER WAY GIG HARBOR WA 98335 1132	074950	BEER/WINE REST-BEER/WINE W/TAPROOM





Washington State Liquor Control Board

Notice to Local Authorities Regarding Procedure for Objecting to Liquor License Renewal

The attached list of liquor-licensed premises in your jurisdiction will expire in approximately 90 days. The procedure for objecting to a license renewal is as follows:

- Fax or mail a letter detailing the reason(s) for your objection. **This letter must be received at least 30 days before the liquor license expires.**
- When your objection is received, our licensing staff will prepare a report for review by the Board. This report will include your letter of objection, a report from the Liquor Control Agent who covers the licensed premises, and a record of any past liquor violations. The board will then decide to either renew the liquor license, or to proceed with non-renewal.
- If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The non-renewal of a liquor license may be contested under the provision of the Administrative Procedure Act (as provided by RCW 66.08.150 and RCW 35.05). Accordingly, the licensee may request a hearing before an administrative law judge. If a hearing is requested, you will be notified and required to present evidence at the hearing to support your recommendation. The Administrative Law Judge will consider the evidence, and issue an Initial Order for the Board's review. The Board has final authority to renew the liquor license, and will subsequently enter a Final Order announcing its decision.
- If the Board decides to renew the license over your objection, you may also request a hearing, following the aforementioned procedure.
- You or the licensee may appeal the Final Order of the Board to the superior court for judicial review (under RCW 34.05).
- During the hearing and any subsequent appeal process, the licensee is issued a temporary operating permit for the liquor license until a final decision is made.

Please call (360) 664-1600 if you have any questions on this process. Thank you.

Sincerely,

Karen McCall, Acting Director
Licensing and Regulation

Attachment

LIQ 869-50-12/06

3000 Pacific Ave. SE, Olympia, WA 98504-3098 • (360) 664-1600 • www.liq.wa.gov



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS
SUBJECT: RESOLUTION NO. 695 - DECLARATION OF SURPLUS PROPERTY
DATE: DECEMBER 11, 2006

INTRODUCTION/BACKGROUND

The 2006 budget anticipated replacement of equipment and tools. In the process of reviewing the current vehicle and equipment inventories, this piece of equipment has been determined to be obsolete or surplus to the City's present or future needs. The item proposed for declaration as surplus is set forth in the attached resolution.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that Council approve Resolution No. 695 as presented, declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 695

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

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

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

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

To declare as surplus:

	EQUIPMENT	Fixed Asset No. ID No.	SERIAL NUMBER	MODEL INFO.
1	1998 Ford	None assigned	1FMPU8I7WLB26138	Expedition

PASSED ON THIS 11th day of December, 2006.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

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



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJ: OLYMPIC DRIVE AND 56TH STREET ROADWAY IMPROVEMENT
PROJECT (CSP-0133) – AGREEMENT FOR DEDICATION OF
TEMPORARY SLOPE AND CONSTRUCTION EASEMENT
AGREEMENTS
DATE: DECEMBER 11, 2006

INTRODUCTION/BACKGROUND

As part of the ongoing process for the City's Olympic Drive and 56th Street Roadway Improvement Project (CSP-0133), an 'Agreement for Dedication of Temporary Slope and Construction Easements' are required from Parcel No. 0221177007, owned by Allen L. Deutscher and Marijke and commonly known as Kids Kampus Children Center located at 3716 56th St. NW, Gig Harbor.

In order for the City to have access and the ability to construct this project, the subject easement agreements have been granted by the owners for these purposes. The easement agreements shall commence on the date of execution of the agreements. The temporary easement agreements shall terminate on the date the roadway improvements are accepted by the City Council (see attached exhibits).

The City's standard easement agreements have been drafted and approved by City Attorney Carol Morris.

City Council approval of the easement agreements are requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION

I recommend that City Council approve these easement agreements as presented.

**AGREEMENT FOR DEDICATION OF TEMPORARY
SLOPE AND CONSTRUCTION EASEMENTS
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this ____ day of _____, 2006, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and ALLEN L. DEUTSCHER and MARIJKE DEUTSCHER, husband and wife, (hereinafter the "Owners"), whose mailing address is 1401 MARVIN RD. NE SUITE 307-254, LACEY WA, 98516-5709.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the KIDS KAMPUS CHILDREN CENTER, 3716 - 56TH ST NW, GIG HARBOR, WA (Tax Parcel Number 0221177007) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate Temporary Slope and Construction Easements, which easements are legally described in **Exhibit B** (the "Temporary Slope Easement" and "Temporary Construction Easement") which is attached hereto and by this reference incorporated herein, to the City for construction purposes associated with the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project (CSP-0133); and

WHEREAS, the City requires a Temporary Slope Easement to tie into the roadway any improvements requiring a permanent slope, and the City requires the Temporary Construction Easement over the Property in order to tie the private driveway on the Property into the City's permanent Roadway (the Olympic Drive and 56th Street Roadway Project) so that the Property Owners will have access to the Roadway. In exchange for the Owners' dedication of the Temporary Slope and Construction Easements, the Owners will obtain the benefits associated with construction of the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project (CSP -0133); and

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

TERMS

Section 1. Grant of Temporary Slope and Construction Easements to the City.

A. **Grant.**

1. TEMPORARY SLOPE AND CONSTRUCTION EASEMENTS.

The Owners hereby grant nonexclusive Temporary Slope and Construction Easements for the City to tie into the permanent Roadway any improvements requiring a permanent slope, and where the City requires the Temporary Construction Easement over the Property in order to tie the private driveway on the Property into the City's permanent Roadway for the construction of the OLYMPIC DRIVE AND 56TH STREET Roadway Improvement Project (CSP-0133) across, along, in, upon, under and over the Owners' property as the easement is described in **Exhibit B** and as depicted in a map attached hereto and incorporated herein as **Exhibit C**.

The City shall, upon completion of any work within the Property covered by these Easements, restore the surface of the Easements and any private improvements disturbed or destroyed by the City during execution of the work, as nearly as practicable, to the conditions described in the roadway improvement project's plans and specifications. These Temporary Slope and Construction Easements shall commence on the date of the City Council award of the Construction Project, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. Conditions. The Temporary Slope and Construction Easements described above are subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the permanent slope improvements and to the tie in from the permanent Roadway improvements.

2. The Owners shall not retain the right to use the surface or the area beneath the Roadway, once it is constructed. The Owners shall not use any portion of the areas within the temporary easements for any purpose inconsistent with the City's construction of the Roadway during the term of this Agreement. The Owners shall not construct any structures or plant any landscaping on or over the temporary easement during the term of this Agreement.

3. The City shall have all necessary access to the Temporary Slope and Construction Easements. Notwithstanding the foregoing, the City shall provide the Director of Kids Kampus Childrens Center fourteen days prior notice of the date on which the City will enter upon the temporary construction and slope easement areas to conduct its work and include in such notice a schedule of the work that will be undertaken and a timeline for the completion of the work. At all times during the business hours Monday through Friday, the City shall maintain open and continuous access for the parents and customers of this business.

4. The City shall notify the Owners of field adjustments to be made to reduce the slope of the driveway as per Exhibit ~~C~~^D. The Owners shall be notified of such adjustments prior to the adjustments being made.

5. Exhibit D is included as part of this Agreement

Section 2. The rights granted herein to the City shall continue in force until such time as the City Council accepts the roadway improvements for public ownership and maintenance.

Section 3. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 4. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Agreement, which contains the entire understanding of the parties on the subject.

Section 5. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision.

Section 6. 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.

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

ACCEPTANCE:

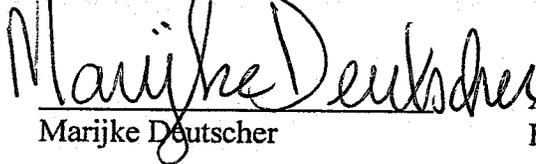
OWNERS:

By:



Allen L. Deutscher

By:



Marijke Deutscher

CITY OF GIG HARBOR

By:

Its Mayor

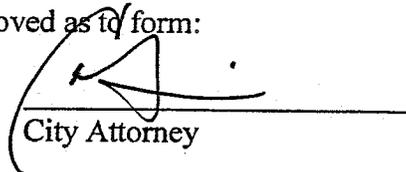
Attest:

By:

City Clerk

Approved as to form:

By:



City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

(Signature)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Allen L. Deutscher and Marijke Deutscher are the persons who appeared before me, and said persons acknowledged that they were authorized to execute the instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: Nov. 9, 2006

(Signature)

Jacquelyn A Mills

JACQUELYN A MILLS
NOTARY PUBLIC, State of Washington,
residing at: Thurston County
My appointment expires: Apr. 25, 2009

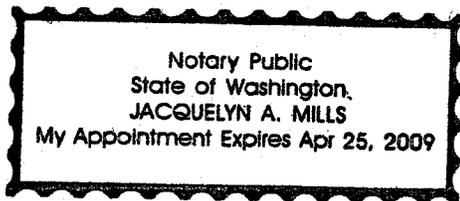


EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOT 3, AS SHOWN ON SHORT PLAT NO. 9709020325, WHICH IS AN AMENDMENT OF SHORT PLAT NO. 8701260381, WHICH IS AN AMENDMENT OF SHORT PLAT NO. 76-544, FILED WITH PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO PIERCE COUNTY FOR ADDITIONAL RIGHT OF WAY FOR 56TH STREET NORTHWEST BY DEED RECORDED UNDER AUDITOR'S NUMBER 8701260097.

EXHIBIT B

TEMPORARY SLOPE EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221177007 DESCRIBED AS A "10' TEMPORARY SLOPE EASEMENT" WITH THE NORTHWEST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY SLOPE EASEMENT POINT OF BEGINNING", THENCE S88°21'59"E A DISTANCE OF 67.29', THENCE S01°38'01"W A DISTANCE OF 9.41', THENCE N88°21'59"W A DISTANCE OF 67.00', THENCE N02°03'23"E A DISTANCE OF 10.00' AND RETURNING TO THE "TEMPORARY SLOPE EASEMENT POINT OF BEGINNING".

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221177007 DESCRIBED AS A "43' TEMPORARY CONSTRUCTION EASEMENT" AND A "5' TEMPORARY CONSTRUCTION EASEMENT" WITH THE NORTHEAST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY CONSTRUCTION EASEMENT POINT OF BEGINNING", THENCE N88°21'59"W A DISTANCE OF 115.71', THENCE S01°38'01"W A DISTANCE OF 43.00', THENCE S88°21'59"E A DISTANCE OF 50.00', THENCE N01°38'01"E A DISTANCE OF 38.00', THENCE S88°21'59"E A DISTANCE OF 65.67', THENCE N02°03'23"E A DISTANCE OF 5.00' AND RETURNING TO THE "TEMPORARY CONSTRUCTION EASEMENT POINT OF BEGINNING".

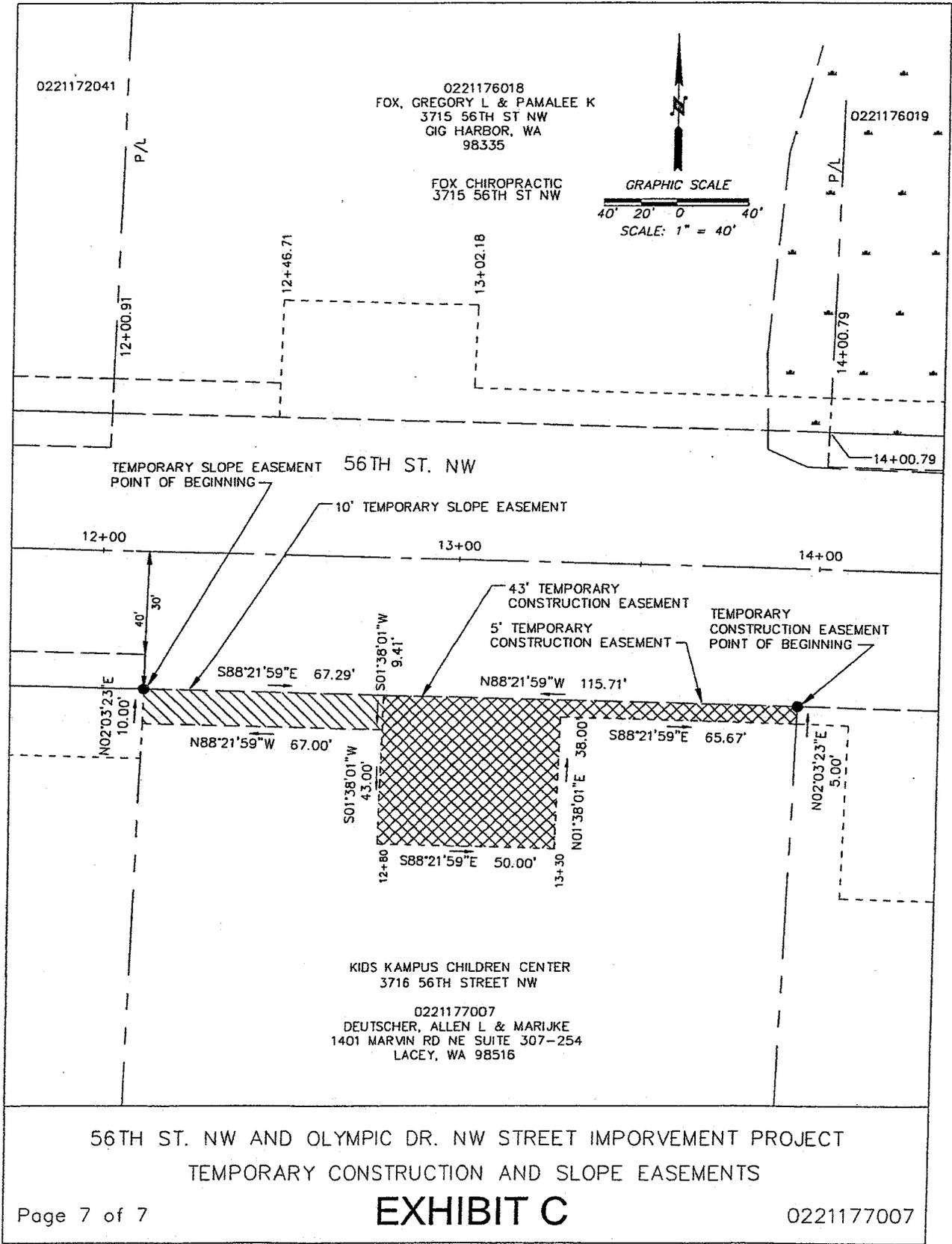


EXHIBIT D



COMMUNITY DEVELOPMENT DEPARTMENT

September 30, 2005

Allen Deutscher
1401 Marvin Road NE, Suite 307-254
Lacey, WA 98516-5709

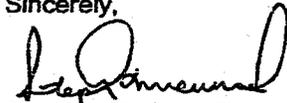
SUBJECT: 56TH STREET/OLYMPIC DRIVE IMPROVEMENT PROJECT
TEMPORARY SLOPE AND CONSTRUCTION EASEMENT AGREEMENT

Dear Allen:

Thank you for taking the time to meet with me this past Tuesday. It was a pleasure to have met you in person. Per your request, and to summarize our discussion, the City will field adjust your driveway slope during construction in order to reduce its slope. Additionally, the City will also field adjust the sanitary sewer horizontal cleanout location. The sanitary sewer system will be constructed as a "dry" system until such time that development necessitates the construction of the required lift station.

It is the City's honest intention to construct this project with the least disruption to all property owners. Your continued cooperation in granting the necessary easement is requested at this time. Please contact me at 253-851-6170 should you have any further questions. Thanking you in advance for your understanding.

Sincerely,



Stephen Misiurak, P.E.
City Engineer

c Jackie Mills, HDR Engineering

L:\Pubworks\City Projects\Projects\0133 Olympic-56th Street\RIGHT OF WAY\Allen Deutscher property.doc



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS
SUBJECT: WESTSIDE PARK MASTER PLAN - CONSULTANT SERVICES CONTRACT
DATE: DECEMBER 11, 2006

INTRODUCTION/BACKGROUND

An identified objective in the 2006 City of Gig Harbor budget is to hire a consultant to design the Westside Park. Earlier this year, the city applied for grant funding in the amount of \$300,000 through the Interagency Committee for Outdoor Recreation (IAC). Should this grant be awarded, the design must incorporate the requirements of the IAC grant. This process will require working closely with the Parks Commission, conducting design charrettes with the community, city staff and council members to complete the Master Plan for the Westside Park.

After reviewing the Consultant Services Roster, the City contacted four firms with experience in park design. The consulting firm of Hough Beck & Baird Inc. was selected to perform the work. Selection was based on their understanding of the project and extensive park design experience.

POLICY CONSIDERATIONS

Hough Beck & Baird Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This work was anticipated in the 2006 Budget and is within the budgeted allocation of \$50,000, Objective No. 10.

RECOMMENDATION

I recommend that the Council authorize the execution of the Consultant Services Contract with Hough Beck & Baird Inc. for the Design of the Westside Park Master Plan in the amount not to exceed Forty Thousand Two Hundred Fifty-six Dollars (\$40,256.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Hough Beck & Baird Inc.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Hough Beck & Baird Inc., a corporation organized under the laws of the State of Washington, located and doing business at 215 Westlake Avenue North, Seattle, Washington 98109-5217 (hereinafter the "Consultant").

RECITALS

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

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated December 6, 2006 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Forty Thousand Two Hundred Fifty-six Dollars and No Cents (\$40,256.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. 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, 2007; 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.

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

D. 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.

E. 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.

F. 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.

G. 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:
Hough Beck & Baird Inc.
Colie Hough Beck
215 Westlake Avenue North
Seattle, Washington 98109-5217
(206) 682-3051

David Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT

By: 
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
CONSULTANT:
Hough Beck & Baird Inc.
Colie Hough Beck
215 Westlake Avenue North
Seattle, Washington 98109-5217
(206) 682-3051

David Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____



Exhibit A

December 6, 2006

Mr. David Brereton
Director of Operations
Community Development
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

RE: Westside Park Master Plan

Dear Dave:

Hough Beck & Baird is pleased to submit this revised scope-of-work and fee proposal for landscape architectural services. Thank you for meeting with me to refine the project scope.

We have organized our proposed scope-of-work and fees in a "menu" format, based on our meeting, so you can evaluate and modify each task and related fee to meet your specific project requirements. In consideration of the following proposed scope-of-work, we are suggesting a **Time & Expense** form of agreement with a maximum fee not to exceed \$40,256.00 for the Master Planning process.

TASK 1: INFORMATION GATHERING

- 1.1 *Background Information:* HBB will coordinate with the City to obtain all existing base map information (survey electronic and hard copy files). HBB will obtain 2 foot contours from Pierce County GIS system.

Deliverables: HBB will create a base/drawing in AutoCAD format.

The city will provide property title reports, meeting minutes from the previous public meeting, environmental phase one report (if applicable), and the wetland report.

- 1.2 *Site Visit:* HBB and HDR will visit the site with City staff to review and assess existing site conditions and identify opportunities and constraints of the site. The team will confirm building, land use code, zoning requirements and any off-site improvements requirements.
- 1.3 On the same day as the site visit, HBB and HDR will meet with City staff and representatives from Fire, Police, Planning departments, etc. to review all project requirements. We will also review the agenda for Task 2 and the project timeline.

Deliverables: Photo documentation, site analysis drawing, summary of requirements, project timeline.

TASK 2: PARKS COMMISSION COMMON GROUND WORKSHOP

- 2.1 HBB will conduct a workshop with the Parks Commission to review findings from Task 1.
- 2.2 City Staff will present the IAC grant PowerPoint presentation to the Parks Commission for project background.
- 2.3 The Commission will review and discuss the recreation elements, their location and relationships, as well as their connections to the surrounding community.
- 2.4 Review the project timeline and Master Plan process.

Deliverables: Summarize the Commission's discussion and direction for developing the master plan options.

TASK 3: MASTER PLAN OPTIONS

- 3.1 HBB and HDR will meet with City staff to review the results of Task 2, and prepare the agenda for Parks Commission workshop.
- 3.2 Meet with Parks Commission to review up to three master plan design options. Prepare a photo board representative of the various recreation elements for the Commission's review. Prepare order of magnitude preliminary cost estimates for the master plan options. Ask the Commission to rank the activities in order of priority.
- 3.3 HBB will revise the master plan options based upon the Parks Commission's comments.

Deliverables: Up to three master plan options, color drawings at 1"=20' scale.

One photo board.

Order of magnitude preliminary cost estimates for the master plan options.

NOTE: (City staff to review master plan process with City Council at the completion of task 3.)

TASK 4: DRAFT MASTER PLAN SYNTHESIS

- 4.1 Meet with City staff to review the draft concept Master Plan, phasing options (if applicable) and preliminary cost estimates.
- 4.2 HBB will meet with Parks Commission to review a draft concept Master Plan and activity priorities based upon the results of Task 3.
- 4.3 Update photo board for Commission review.
- 4.4 Review potential phasing options (if applicable) with Commission.
- 4.5 Prepare preliminary cost estimate for Draft Master Plan.

Deliverables: Draft Master Plan, color line drawing at 1"=20' scale.

Updated photo board.

Phasing recommendations (if applicable) illustrated on the draft master plan.

Preliminary cost estimates.

TASK 5: FINAL MASTER PLAN REFINEMENT

- 5.1 Meet with City staff to review the results of Task 4.
- 5.2 Refine the Master Plan based upon results of Task 4.
- 5.3 Prepare a recommended phasing plan (if applicable).
- 5.4 Revise preliminary cost estimate to reflect phasing plan (if applicable).
- 5.5 Update photo board.
- 5.6 Identify potential funding sources (if applicable)

Deliverables: Final Master Plan color drawing at 1"=20' scale.

Phasing recommendations (if applicable) shown on a black and white line drawing at 1"=20' scale.

Photo board.

Potential funding sources (if applicable).

Preliminary cost estimates (final and for phasing).

Digital files of graphics.

Summary report documenting the process.

NOTE: (City staff to prepare, submit and track the SEPA process.)

TASK 6: PARKS COMMISSION AND CITY COUNCIL ADOPTION

6.1 City staff to take the Final Master Plan through the City's recommendation adoption process.

Summary of Proposed Fees:

HBB	\$25,256.00
HDR	\$12,700.00
Design Contingency	<u>\$ 2,300.00</u>
	\$40,256.00

Assumptions:

1. City staff to provide meeting locations, mailing of meeting notices, newspaper announcements and project information for the City's website.
2. The above scope of work and attached fees are an estimate of how we expect to allocate our time. We may need to reallocate time within the above tasks to effectively complete your project within our estimated cost.
3. Geotechnical exploration is not required for the master plan.

Our proposed hourly rates for additional work and the work described above are as follows:

1. Project Manager	\$ 134.00	4. Computer Technical Staff	\$ 88.00
2. Landscape Architect	\$ 117.00	5. Administrative & Clerical Staff	\$ 58.00
3. Design Staff	\$ 102.00		

We are very excited about working with you and the Parks Commission on this park. If you have any adjustments to our scope of work and fees, please call.

Best regards,
HOUGH BECK & BAIRD INC.

Colie Hough-Beck, ASLA
President

Attachments: HBB Fee Schedule
HDR Scope and Fees

Fee Proposal Summary
Westside Park Master Plan

HOUGH BECK & BAIRD INC. SCOPE OF WORK	PRJ. MGR. 134.00/hr	L. ARCH. 117.00/hr	DESIGN. 102.00/hr	CAD TECH. 88.00/hr	CLERICAL 58.00/hr	TOTAL
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TASK 6: PARKS COMMISSION AND CITY COUNCIL ADOPTION

6.1 Final Master Plan Adoption Process						
SUBTOTAL (HRS)	0	0	0	0	0	0
SUBTOTAL (\$)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TASK 7: SUBCONSULTANT COORDINATION

7.1 Subconsultant Coordination	4	2	2	6	2	
SUBTOTAL (HRS)	4	2	2	6	2	16
SUBTOTAL (\$)	\$ 536.00	\$ 234.00	\$ 204.00	\$ 528.00	\$ 116.00	\$ 1,618.00

TOTAL \$ 23,816.00

SUMMARY	
TASK 1 INFORMATION GATHERING	\$ 2,374.00
TASK 2 PARKS COMMISSION COMMON GROUND WORKSHOP	\$ 3,440.00
TASK 3 MASTER PLAN OPTIONS	\$ 6,522.00
TASK 4 DRAFT MASTER PLAN SYNTHESIS	\$ 4,502.00
TASK 5 FINAL MASTER PLAN REFINEMENT	\$ 5,360.00
TASK 6 PARKS COMMISSION AND CITY COUNCIL ADOPTION	\$ -
TASK 7 SUBCONSULTANT COORDINATION	\$ 1,618.00
Subtotal \$	23,816.00
HBB OUT-OF-POCKET EXPENSES (BILLED AT COST)	\$ 1,440.00
Subtotal \$	25,256.00
HDR CIVIL AND INFRASTRUCTURE	\$ 12,700.00
DESIGN CONTINGENCY	\$ 2,300.00
TOTAL \$	40,256.00



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: EDDON BOAT REMEDIATION CLEAN-UP ACTION PLAN
- CONTRACT AMENDMENT - ANCHOR ENVIRONMENTAL, LLC
DATE: DECEMBER 11, 2006

INFORMATION/BACKGROUND

The proposed contract amendment #6 in the amount of \$20,130.00 provides additional project management to coordinate discussion with agencies, assist with the submittal of additional cleanup grants, to coordinate discussions with the Harbor Cove Group (Sellers) and to provide technical guidance with planning for the Eddon Boat property.

FISCAL CONSIDERATIONS

Previous contract amendments one through five amounted to \$318,097.00. Adequate funds exist from the Seller's Clean-up Remediation Escrow Account to fund this amendment. The Sellers have been notified and have agreed with the amended scope and use of remediation funds. Approval of this contract amendment revises the total contract amount to Anchor Environmental, LLC in the amount not to exceed \$338,948.00. Included is a breakdown of Anchor's contract and subsequent amendments that detail their work being performed.

RECOMMENDATION

I recommend that Council authorize the reallocation of funds and amendment to the consultant services contract with Anchor Environmental, LLC in an amount not to exceed Twenty Thousand One Hundred Thirty Dollars (\$20,130.00).



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: THIRD READING - 2007 BUDGET ORDINANCE
DATE: DECEMBER 11, 2006

BACKGROUND

The total city budget, which includes all funds, is \$35,678,225. This budget includes changes directed by Council in the November 27 City Council meeting. Total budgeted revenues for 2007 are \$26.4 million while budgeted beginning fund balances total \$9.3 million. Total budgeted expenditures for 2007 are \$29.2 million and budgeted ending fund balances total \$6.5 million.

The 2007 budgeted revenues and expenditures are 54% and 50% greater than in 2006.

The General Fund accounts for 32 percent of total expenditures, while Special Revenue (Street, Drug Investigation, Hotel - Motel, Public Art Capital Projects, Park Development, Civic Center Debt Reserve, Property Acquisition, General Government Capital Improvement, Impact Fee Trust and Lighthouse Maintenance) and Enterprise Funds are 44 percent and 20 percent of total expenditures. General government debt service funds are 4 percent of 2007 budgeted expenditures.

This budget adds the following full-time positions:

- A Finance Technician - to be hired January 1
- An Engineering Technician - to be hired January 1
- A Community Development Assistant - to be hired January 1
- A Police Officer - to be hired July 1
- A temporary Construction Inspector to be used as needed throughout the year

In addition the Tourism Marketing Director salary range has been lowered and funding for the position changed to 10 percent General Fund and 90 percent Hotel-Motel Fund.

Changes to the budget document resulting from the previous City Council meeting are attached to this memo.

RECOMMENDATION

I recommend adoption of the 2007 budget ordinance.

**CITY OF GIG HARBOR
ORDINANCE NO.**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG
HARBOR, WASHINGTON, FOR THE 2007 FISCAL YEAR.**

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2007 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 13 and November 27, 2006 at 7:00 p.m., in the Council Chambers in the Civic Center for the purpose of making and adopting a budget for 2007 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the said city council did meet at the established time and place and did consider the matter of the 2007 proposed budget; and

WHEREAS, the 2007 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2007 and being sufficient to meet the various needs of Gig Harbor during 2007.

NOW, THEREFORE, the City Council of the City of Gig Harbor **DO
ORDAIN** as follows:

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2007 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2007 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2007 as set forth below:

2007 BUDGET APPROPRIATIONS

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$2,215,725
02 LEGISLATIVE	35,600
03 MUNICIPAL COURT	574,850
04 ADMINISTRATIVE/FINANCIAL	<u>1,068,200</u> 1,083,100
06 POLICE	<u>2,602,740</u> 2,543,740
14 COMMUNITY DEVELOPMENT	<u>1,670,160</u> 1,605,160
15 PARKS AND RECREATION	2,119,270
16 BUILDING	341,500
19 ENDING FUND BALANCE	<u>930,701</u> 1,039,801
001 TOTAL GENERAL FUND	<u>11,558,746</u>
101 STREET FUND	8,427,865
105 DRUG INVESTIGATION FUND	3,979
107 HOTEL-MOTEL FUND	435,192
108 PUBLIC ART CAPITAL PROJECTS	75,454
109 PARK DEVELOPMENT FUND	30,680
110 CIVIC CENTER DEBT RESERVE	3,732,375
208 LTGO BOND REDEMPTION	866,881
209 2000 NOTE REDEMPTION	292,273
210 LID 99-1 GUARANTY	87,468
211 UTGO BOND REDEMPTION	305,289
301 CAPITAL DEVELOPMENT FUND	699,272
305 GENERAL GOVT. CAPITAL IMPROVEMENT	644,165
309 IMPACT FEE TRUST	779,898
401 WATER OPERATING	1,096,337
402 SEWER OPERATING	2,335,478
407 UTILITY RESERVE	190,376
408 UTILITY BOND REDEMPTION FUND	329,059
410 SEWER CAPITAL CONSTRUCTION	2,432,881
411 STORM SEWER OPERATING	678,537
420 WATER CAPITAL ASSETS	173,447
605 LIGHTHOUSE MAINTENANCE TRUST	1,826
607 EDDON BOAT REMEDIATION TRUST	<u>500,747</u>
TOTAL ALL FUNDS	<u>\$35,678,225</u>

Section 3. Attachment "A" is adopted as the 2007 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 2007 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 5. This ordinance shall be in force and take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 11th day of December, 2006.

Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with city clerk: 11/08/06

Passed by the city council:

Date published:

Date effective:

ATTACHMENT "A"

POSITION	2007	
	Minimum	Maximum
City Administrator	\$ 8,595	\$ 10,744
Chief of Police	6,714	8,393
Community Development Director	6,592	8,240
Finance Director	6,481	8,101
Police Lieutenant	5,806	7,258
City Engineer	5,735	7,169
Director of Operations	5,735	7,169
Fire Marshal/Building Official	5,735	7,169
Information Systems Manager	5,735	7,169
Planning Director	5,735	7,169
Tourism Marketing Director	5,735	7,169
Senior Engineer	4,759	6,805
Wastewater Treatment Plant Supervisor	4,965	6,206
Court Administrator	4,913	6,141
Police Sergeant	4,901	6,126
City Clerk	4,807	6,009
<u>Tourism Marketing Director</u>	<u>4,807</u>	<u>6,009</u>
Senior Planner	4,786	5,983
Assistant Building Official/Fire Marshall	4,728	5,910
Public Works Supervisor	4,728	5,910
Accountant	4,664	5,830
Field Supervisor	4,463	5,579
Construction Inspector	4,083	5,104
Planning / Building Inspector	4,083	5,104
Associate Planner	4,045	5,056
Payroll/Benefits Administrator	4,038	5,048
Wastewater Treatment Plant Operator	3,897	4,871
Police Officer	3,846	4,808
Mechanic	3,812	4,765
Engineering Technician	3,749	4,686
Information System Assistant	3,672	4,590
Maintenance Worker	3,645	4,556
Assistant City Clerk	3,584	4,480
Assistant Planner	3,529	4,411
Community Services Officer	3,426	4,283
Finance Technician	3,414	4,268
Community Development Assistant	3,295	4,119
Administrative Assistant	3,028	3,785
Police Services Specialist	2,979	3,724
Court Clerk	2,939	3,674
Custodian	2,927	3,659
Laborer	2,927	3,659
Mechanic Assistant	2,927	3,659
Administrative Receptionist	2,563	3,204
Community Development Clerk	\$ 2,563	\$ 3,204

**2007
STAFF ADJUSTMENTS**

<i>Request to add position</i>	<i>Classification</i>	Community Development Assistant
	<i>Salary</i>	\$3,295 - \$4,119
	<i>Hire Date</i>	January 1, 2007

The Community Development Assistant will work on projects under the supervision of the Community Development Director and/or the Planning Director. This position will work on grant applications and project management of grants, CLG/historic structures program and research and analysis for planning and special projects.

This position will expire at the conclusion of the Mayor's term in office and is funded entirely through Community Development Department.

<i>Request to reclassify position</i>	<i>Classification</i>	Marketing Director
	<i>Salary</i>	<u>\$4,807 - \$6,009</u> \$5,735 - \$7,169
	<i>Hire Date</i>	January 1, 2007

Reclassify the existing marketing director position to reflect the supervisory status it is, in line with other similar positions in the City of Gig Harbor. This position directs all of the cities tourism and non-tourism related functions to do with the media and public relations, advertising, logo development and brand awareness for the community. The position is responsible for two staff members and oversees the visitor information center, the lodging tax advisory committee, the distribution and development of the lodging tax fund and serves as the liaison between all other similar regional and state positions. The position includes work with community groups and organizations with an effort to create economic development programs for business success in the City of Gig Harbor. The position works directly with other City of Gig Harbor department supervisors on events and activities and media related items including parks, planning, police, operations, finance, technical and court and is a member of the Gig Harbor Supervisory Employee Guild.

The position will be funded as follows: Administration/Finance – 10% 25%, Hotel/Motel - 90% 75%

**2007
STAFF ADJUSTMENTS**

<i>Request to add position</i>	<i>Classification</i>	Police Officer
	<i>Salary</i>	\$3,806 - \$4,808
	<i>Hire Date</i>	July 1, 2007

We are experiencing an increased workload due to the growth of residential and new businesses in the Gig Harbor North area as well as continued in-fill and build out within the city limits. The completion of the new Narrows Bridge within the next 12 months will also contribute to increased demand for police services in Gig Harbor, especially related to traffic enforcement and control. It is imperative that our staffing levels are sufficient to meet the challenge of this growth. From the date of hire, it takes approximately a year before a new officer can work in a solo capacity. By hiring this officer as soon as possible, he/she will be trained and capable of performing the essential functions of a fully-commissioned officer at about the time we anticipate seeing a heightened increase in demand for services.

Our patrol shifts at times have only one officer working due to training, vacations and sick leave. This is of particular concern due to the fact that the Pierce County Sheriff's Office and the Washington State Patrol cannot always be expected to provide consistent back-up at serious calls.

With the addition of this commissioned position we will be able to insure that all shifts are covered by two officers most of the time. This new position will allow designating one of our patrol officers as a full-time traffic officer, enabling a more focused and consistent approach to traffic safety issues, which is one of the top concerns of the citizens of Gig Harbor.

The functions of the Traffic Officer position would include:

- Provide the availability of a highly trained officer whose specialty is traffic enforcement and accident investigation
- Work closely with the city engineer to assist in the engineering of safer roadways
- Compile and analyze all traffic complaints submitted to the department
- Target specific actions and perform increased monitoring and enforcement of driving behaviors that cause accidents
- Establish and provide safety education programs for the community
- Develop a plan for documenting and reviewing the causes of traffic accidents



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: SECOND READING OF ORDINANCE INCREASING MONTHLY WATER RATES
DATE: DECEMBER 11, 2006

INTRODUCTION

This is the second reading of an ordinance increasing monthly water rates. This is the second in a series of increases recommended in a rate study conducted by Gray and Osborne, Inc. in 2003.

BACKGROUND

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

FINANCIAL

The proposed rate increase will provide approximately \$39,000 in additional operating revenues for the water utility in 2007.

Currently, the City's average residential water bill for one month is \$22.03. With the proposed increase this rate would increase to \$23.13.

RECOMMENDATION

We recommend adoption of this ordinance.

CITY OF GIG HARBOR
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON
INCREASING THE MONTHLY WATER SERVICE RATE TO BE PAID TO
THE CITY FOR THE PROVISION OF WATER SERVICES; AMENDING GIG
HARBOR CODE SECTIONS 13.04.010 AND 13.04.020, TO BE EFFECTIVE
BEGINNING JANUARY 1, 2007.

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

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

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

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

13.04.010 Water Rates.

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

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
Residential	<u>\$10.01</u> 9.53	<u>\$1.31</u> 1.25
Multi-residential		
5/8" & 3/4"	<u>17.58</u> 16.74	<u>1.22</u> 1.16
1"	<u>24.19</u> 23.04	<u>1.22</u> 1.16
1-1/2"	<u>40.59</u> 38.66	<u>1.22</u> 1.16
2"	<u>60.35</u> 57.48	<u>1.22</u> 1.16
3"	<u>112.99</u> 107.61	<u>1.22</u> 1.16
4"	<u>\$172.26</u> 164.06	<u>\$1.22</u> 1.16
Commercial/Schools		
5/8" & 3/4"	<u>\$14.74</u> 14.04	<u>\$1.27</u> 1.21
1"	<u>19.46</u> 18.53	<u>1.27</u> 1.21
1-1/2"	<u>31.15</u> 29.67	<u>1.27</u> 1.21
2"	<u>45.24</u> 43.09	<u>1.27</u> 1.21
3"	<u>82.80</u> 78.86	<u>1.27</u> 1.21
4"	<u>\$125.07</u> 119.11	<u>\$1.27</u> 1.21

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

follows:

13.04.020 Nonmetered residential uses.

Until a water meter has been installed to measure water consumed by a residential unit or a multiple-residential building, the water service charge applicable to such unmetered unit shall be \$29.69 ~~28.28~~ per month per unit.

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

Section 4. This ordinance shall be in full force and take effect January 1, 2007 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___th day of December, 2006.

APPROVED:

Charles L. Hunter, Mayor

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Carol A. Morris

Filed with city clerk:
Passed by city council:
Date published:
Date effective:

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

On December __, 2006, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. ____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON CHANGING THE MONTHLY WATER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF WATER SERVICES; AMENDING GIG HARBOR CODE SECTIONS 13.04.010 AND 13.04.020, TO BE EFFECTIVE BEGINNING JANUARY 1, 2007.

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

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

APPROVED by the City Council at their regular meeting of December __, 2006.

BY: _____

MOLLY M. TOWSLEE, CITY CLERK



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: SECOND READING OF ORDINANCE INCREASING SEWER RATES
DATE: DECEMBER 11, 2006

INTRODUCTION

This is the second reading of an ordinance increasing monthly sewer service rates. This is the second in a series of increases recommended in a rate study conducted by Gray and Osborne, Inc. in 2003.

BACKGROUND

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

FINANCIAL

The proposed rate increase will allow the sewer utility to cover operating expenses, pay debt service and maintain a sufficient working capital balance.

Currently, the City's average residential sewer bill for one month is \$31.11. With the proposed increase this rate would increase to \$34.22. This increase will provide approximately \$160,000 in additional operating revenues.

RECOMMENDATION

We recommend adoption of this ordinance.

**CITY OF GIG HARBOR
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON
INCREASING THE MONTHLY SEWER SERVICE RATE TO BE PAID FOR
THE PROVISION OF SEWER SERVICES; AND AMENDING GIG HARBOR
CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025 TO BE
EFFECTIVE BEGINNING JANUARY 1, 2007.**

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

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

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

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

13.32.10 Sewer Rates.

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

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$18.68 16.98	\$2.29 2.08
Multi-Family Residential (per living unit)	14.37 13.06	2.29 2.08
Commercial/School	43.60 39.64	4.05 3.68
Dept. of Corrections	\$5,760 5,236.35	\$2.29 2.08

* * *

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

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

Customer Class	Monthly Charge
Shore Crest System	\$ <u>5.78</u> 5.25 plus \$ <u>28.45</u> 25.86 /living unit

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

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

Nonmetered Customer Class	Monthly Charge
Residential	\$ <u>34.22</u> 31.11 /unit
Multifamily residential	<u>24.54</u> 22.31 /living unit
Commercial	\$ <u>84.03</u> 76.39 /billing unit

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

13.32.025 Sewer Rates – Community systems using flow meters.

Customer Class	Customer Base Charge (per month) (per ccf)	Commodity Charge
Residential	\$ <u>5.78</u> 5.25 + \$ <u>12.90</u> 11.73 /unit	\$ <u>2.29</u> 2.08
Multi-Family Residential	\$ <u>5.78</u> 5.25 + \$ <u>8.59</u> 7.81 /unit	\$ <u>2.29</u> 2.08
Commercial	\$ <u>5.78</u> 5.25 + \$ <u>37.83</u> 34.39 /unit	\$ <u>4.05</u> 3.68

* * *

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

Section 6. This ordinance shall be in full force and take effect January 1, 2007 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ___th day of December, 2006.

APPROVED:

Charles L Hunter, Mayor

ATTEST:

Molly Towslee
City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Carol A. Morris

Filed with city clerk:
Passed by city council:
Date published:
Date effective:

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

On December __, 2006, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. ____ the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON INCREASING THE MONTHLY SEWER SERVICE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF SEWER SERVICES; AND AMENDING GIG HARBOR CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025 TO BE EFFECTIVE BEGINNING JANUARY 1, 2007.

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

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

APPROVED by the City Council at their regular meeting of December __, 2006.

BY: _____

MOLLY M. TOWSLEE, CITY CLERK



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: SECOND READING OF ORDINANCE INCREASING STORM DRAINAGE RATES
DATE: DECEMBER 11, 2006

INTRODUCTION

This is the second reading of an ordinance increasing monthly storm drainage fees.

BACKGROUND

It is necessary to increase the storm drainage fees to reflect the increased costs of constructing and maintaining the City's storm drainage system.

The proposed rate increase will ensure that adequate revenues are available to meet the new National Pollutant Discharge and Elimination System (NPDES) Citywide Phase 2 program and permitting requirements, operating costs, replace aging infrastructure, construct new facilities, and maintain adequate cash reserves.

FINANCIAL

The monthly service charge is currently \$7.20 per month or \$86.40 per year. This ordinance will increase storm fees to \$8.64 per month or \$103.68 per year and will increase annual revenues by about \$80,000.

RECOMMENDATION

Staff recommends adoption of this ordinance at the second reading.

CITY OF GIG HARBOR
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON INCREASING THE MONTHLY STORM DRAINAGE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF STORM DRAINAGE SERVICES, AMENDING GIG HARBOR CODE SECTION 14.10.050, TO BE EFFECTIVE BEGINNING JANUARY 1, 2007.

WHEREAS, it is necessary to increase the storm drainage service rates and charges to reflect the increased costs of providing those services and to maintain a viable storm drainage system; and

WHEREAS, the proposed rate increase will ensure that adequate revenues are available to meet the new National Pollutant Discharge and Elimination System (NPDES) Citywide Phase 2 program and permitting requirements,

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **ORDAINS** as follows:

Section 1. Section 14.10.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

14.10.050 Service charge rates. In accordance with the basis for a rate structure set forth in GHMC 14.10.020 and 14.10.030, there is levied upon all developed real property within the boundaries of the utility the following service charges which shall be collected from the owners of such properties:

- A. For all detached single-family residences and mobile homes (one equivalent billing unit), the monthly service charge shall be ~~\$8.64~~ 7.20.
- B. Those developed properties that are riparian to the harbor or Puget Sound from which storm and surface waters flow directly into the harbor or Puget Sound, without the aid of any watercourse or natural or artificial drainage facilities, and all developed properties with city-approved detention facilities will be billed at one equivalent billing unit.
- C. Duplexes shall be charged at 1.5 equivalent billing units for the two units.
- D. For all other developed property within the boundaries of the utility, except as set forth in GHMC 14.10.060, the monthly service charge shall be ~~\$8.64~~ 7.20 multiplied by the number of equivalent billing units determined by the utility to be contained in such parcel pursuant to GHMC 14.10.030.

Section 2. This ordinance shall be in full force and take effect January 1, 2007 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

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

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ____ day of December, 2006.

APPROVED:

Charles L Hunter, Mayor

ATTEST:

Molly Towslee
City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Carol A. Morris

Filed with city clerk:
Passed by city council:
Date published:

Date effective:



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUBLIC HEARING AND FIRST READING OF ORDINANCE
- RUST STREET VACATION REQUEST - LARRY BECK
DATE: DECEMBER 11, 2006

INTRODUCTION/BACKGROUND

The City received a letter on September 25, 2006, from Mr. Larry Beck, owner of the abutting property, petitioning the City to vacate portions of Rust Street in accordance with GHMC 12.14.002C.

Specifically, the request is for the vacation of the north 30 feet of the Rust Street right-of-way currently held by the City, and abutting the southern property frontage of lots 12-16 of Block 4 of the plat of Artena, and for the vacation of the southern 30 feet of Rust Street abutting the northern property frontage of lots 5-7 of Block 5 of the plat of Artena.

The right-of-way proposed for vacation along Rust Street is surplus to the city's needs, and the city does not have any plans for improving the right-of-way proposed for vacation.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

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

Vintage Custom Homes, Inc.

Recognized For Quality Since 1972

Post Office Box 362
Gig Harbor, Washington 98335
(253) 851-7919
Fax (253) 853-5400

RECEIVED
CITY OF GIG HARBOR

NOV 08 2006

COMMUNITY
DEVELOPMENT

November 8, 2006

Mr. John P. Vodopich
Director of Planning and Building Services
3510 Grandview Street
Gig Harbor, WA 98335

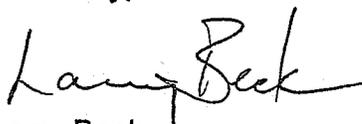
RE: Vacation of a portion of Rust Street Right-of-Way

Dear Mr. Vodopich,

This letter serves as an official request to vacate a portion of a 60 foot wide strip of Rust Street abutting properties at 3400 and 3415 Rust Street in the City of Gig Harbor. Rust Street (originally Walnut Street) is part of the Plat of Artena recorded in Book 5 of Plats at page 68 in the records of Pierce County, and was never built.

We respectfully request a waiver of appraisal as property rights have already been transferred by virtue of law. Attached is an exhibit depicting the portion of right-of-way for vacation. Please let me know if you have any questions, or if anything further is needed. Thank you for your assistance.

Sincerely,



Larry Beck
Vintage Custom Homes

Encl. Letter of Authorization
Legal Description
Exhibit Drawing

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING A PORTION OF RUST STREET, LYING SOUTH OF VERNHARDSON STREET.

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

WHEREAS, the portion of Rust Street subject to this vacation request was created in the Plat of the Town of Artena, recorded in the records of Pierce County in 1890; and

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

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

WHEREAS, the City Council passed Resolution No. 691 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on December 11, 2006, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Rust Street right-of-way, lying south of Vernhardson Street, abutting properties at 3400 and 3415 Rust Street, attached hereto as legally described in Exhibit A and incorporated by this reference and as shown on the site drawing as depicted on Exhibit B, has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760).

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect the rights of anyone, including any rights the public may have acquired in the right-of-way since the street was vacated by operation of law.

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

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

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

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

CITY OF GIG HARBOR

By: _____
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney:

By: _____
Carol A. Morris

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

LEGAL DESCRIPTION OF PROPOSED VACATED PORTION OF RUST STREET

THAT PORTION OF RUST STREET ABUTTING LOTS 12 THROUGH 16, BLOCK 4 AND LOTS 5 THROUGH 7, BLOCK 5 OF THE PLAT OF ARTENA, PIERCE COUNTY, WASHINGTON AS PER MAP THEREOF RECORDED IN BOOK 5 OF PLATS AT PAGE 68.

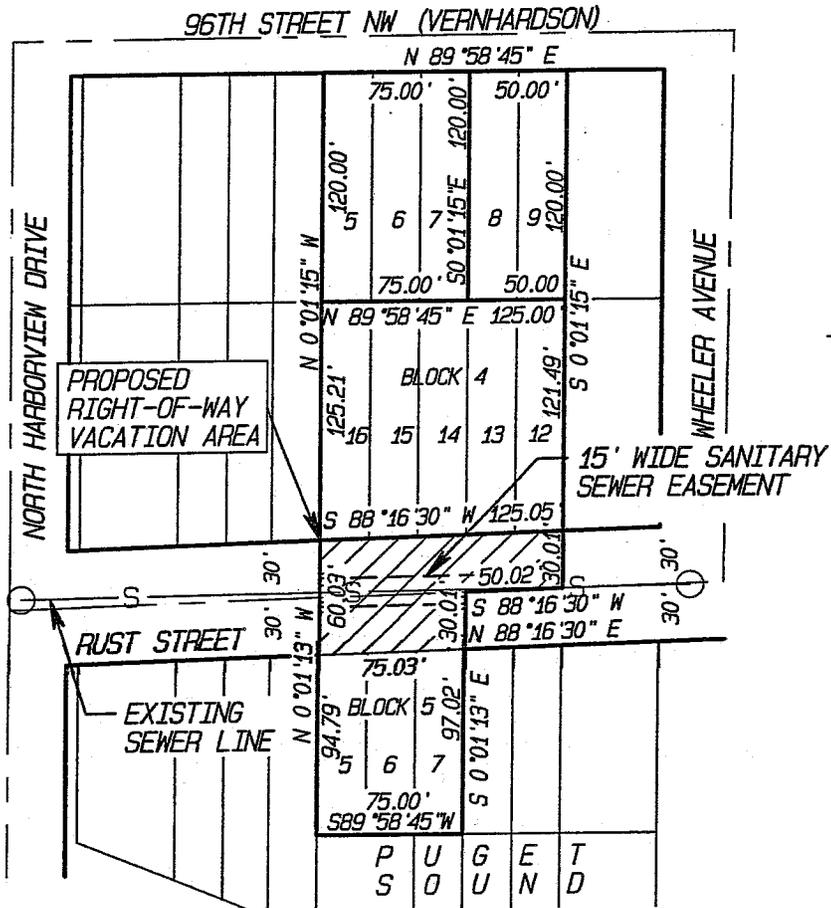
RESERVING A 15 FOOT WIDE SANITARY SEWER EASEMENT TO THE CITY OF GIG HARBOR, 7.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 4 OF THE PLAT OF ARTENA, PIERCE COUNTY, WASHINGTON AS PER MAP THEREOF RECORDED IN BOOK 5 OF PLATS AT PAGE 68; THENCE SOUTH 0°01'15" EAST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 16, 27.44 FEET; THENCE NORTH 89°14'49" EAST, 125.01 FEET.

Daniel B.
10/31/06



DANIEL B. JOHNSON
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR
28408
EXPIRES 1-23-07

R.O.W. VACATION AREA



Scale 1" = 100 ft

DRAWING NO. 2980D	DATE: 9-26-06
DRAWN BY: CLM	REV: 10-31-06

 **Aspen**
Land Surveying
LLC

12904-A Purdy Drive NW,
Gig Harbor, WA 98332
(253) 857-4265
FAX: (253) 857-9265



ADMINISTRATION

TO: CITY COUNCIL /
FROM: MAYOR CHUCK HUNTER
SUBJECT: LEGAL SERVICES – PROPOSED 2007 ATTORNEY RATES
DATE: DECEMBER 11, 2006

INFORMATION/BACKGROUND

Scott Snyder of Ogden Murphy Wallace has submitted a letter for proposed attorney rates for 2007.

Mr. Snyder has performed all personnel and labor services for the city for over a decade, and has reviewed every labor contract since 1992. Typically, his review services for personnel and labor-related issues average a few thousand dollars per year. He occasionally performs special services, and successfully negotiated the Comcast Franchise and Interlocal Agreement this past year.

FISCAL CONSIDERATIONS

The contract adopted by Council on March 13, 2006 allows for an amendment to the agreement to propose an increase in hourly rates no more than once each year to become effective on January 1. He is asking for the following increase in rates:

	2006 Rates	Proposed 2007 Rates
Sr. Member	\$195 / hr	\$210 / hr
Associate	\$140	\$160

Scott Snyder's fees and services are anticipated in the 2007 legal services budget.

RECOMMENDATION

The Mayor recommends approval of these proposed rates as presented.



W. Scott Snyder
206.447.2260
ssnyder@omwlaw.com

October 26, 2006

Mayor Charles Hunter
City of Gig Harbor
3510 Grandview
Gig Harbor, WA 98335

David Rodenbach, Finance Director
City of Gig Harbor
3510 Grandview
Gig Harbor, WA 98335

Re: Proposed 2007 Attorney Rates

Dear Mayor Hunter and Mr. Rodenbach:

It has been a pleasure working with you over the past year. I look forward to working with you in 2007. My proposed rate for 2007 is \$210 per hour. Associate time will be billed at \$160 per hour. Other specialty services are available from our firm at a discounted rate should they be required. My services as your personnel attorney and for special assignments regarding negotiated matters are in addition to the services provided to you by your City Attorney Carol Morris.

Our billing practices and additional charges will remain as they have in the past. If you have any questions in that regard or would like those billing practices confirmed for your file, please contact me at your convenience.

I look forward to working with you next year.

Very truly yours,

OGDEN MURPHY WALLACE, P.L.L.C.

W. Scott Snyder
WSS:gjz

Established 1902

A Member of the International Lawyers Network with independent member law firms worldwide

**AGREEMENT FOR LABOR AND
PERSONNEL-RELATED LEGAL SERVICES**

THIS AGREEMENT is entered into on the last date below written between the City of Gig Harbor ("the City") and the law firm of Ogden Murphy Wallace, P.L.L.C. ("OMW").

WHEREAS, the City and OMW have agreed that OMW will provide certain legal services to the City and the parties desire to reduce their agreement to writing, now, therefore,

FOR AND IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. Services to be Provided. OMW will serve as attorneys for the City on specific personnel and labor-related legal matters referred to OMW by the City during the term of this Agreement, and will specifically perform the following legal services for the City:

- A. Preparing for and attending City Council meetings when labor and personnel-related matters are on the agenda;
- B. Drafting labor and personnel-related ordinances, resolutions, and decisions;
- C. Answering telephone calls from City elected officials and staff and providing general consultation on labor and personnel-related matters;
- D. Attending meetings with City staff, the Mayor, and/or Council members on labor and personnel-related matters;
- E. Negotiating collective bargaining agreements and other personnel and labor-related contracts;
- F. Representing the City and its officials in litigation/arbitration/administrative hearing matters, including labor arbitration proceedings, Unfair Labor Practice proceedings, civil service proceedings, and proceedings before the Equal Employment Opportunity Commission and Human Rights Commission.
- G. Other special purpose negotiations as authorized by the City including, but not limited to, franchise negotiations with Comcast and other franchisees.

2. Personnel Performing Services. W. Scott Snyder will be the lead attorney responsible for performing the services specified in paragraph 1.

3. Payment for Services in 2007. The City will pay OMW for the services specified in paragraph 1 and rendered for calendar year 2007 as follows:

A. Hourly Rates

Member	\$210/hr
Associate	\$160
Paralegal	\$ 85

OMW will endeavor to use paralegals where appropriate and to the extent practical, in order to control costs.

B. Reimbursable Expenses. The City will not be charged separately for normal clerical or secretarial work, the expense of which has been calculated into OMW's hourly rates for attorneys. Reimbursement will be made by the City for expenditures related to court costs and fees, copying, postage, computer-aided legal research when conducted on behalf of the City, mileage and parking when travel other than to the City is required on City business, and long distance telephone calls. Other expenses shall be reimbursed when authorized in advance by the City.

C. Billing. OMW will bill the City on a monthly basis for services performed. Billings will be broken down into routine and non-routine services. Time will be billed in tenth of an hour segments and will be itemized as to the service provided, the date, the hourly rate, and the person performing the service.

4. Payment for Services Rendered in 2008 and Subsequent Years. OMW may propose an increase in hourly rates no more than once each year to become effective on January 1. If such hourly rate increase is acceptable to the City, the rates may only be increased by amendment to this Agreement, as authorized by the City Council and signed by the Mayor.

5. Term of Agreement. This Agreement shall commence effective on the last date of signature and shall remain in effect thereafter until terminated by either party. Either party may terminate this Agreement without cause upon sixty (60) days' written notice to the other party. In the event of termination, work in progress will be completed by OMW if authorized by the City under terms acceptable to both parties. If completion of work in progress is not authorized or acceptable terms cannot be worked out, OMW will submit all unfinished documents, reports, or other material to City and OMW will be entitled to receive payment for any and all satisfactory work completed prior to the effective date of termination.

6. Professional Liability Insurance. OMW will maintain professional liability insurance throughout the duration of this Agreement in the minimum amount of \$10,000,000.

7. Discrimination. OMW agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory handicap, except where a bona fide occupational qualification exists.

8. Independent Contractor. OMW is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligated to pay to OMW, or any employee of OMW, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to OMW which may arise as an incident of OMW performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by OMW.

9. Ownership of Work Product. All data, materials, reports, memoranda, and other documents developed by OMW under this Agreement specifically for the City are the property of the City, shall be forwarded to the City at its request, and may be used by the City as the City sees fit. The City agrees that if such data, materials, reports, memoranda, or other documents prepared by OMW are used for purposes other than those intended in this Agreement, the City does so at City's sole risk.

10. Hold Harmless. OMW agrees to indemnify, hold harmless, and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of OMW. The City agrees to indemnify, hold harmless, and defend OMW from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City, its elected and appointed officials, employees and agents.

11. Rules of Professional Conduct. All services provided by OMW under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

12. Work for Other Clients. OMW agrees not to provide land use legal services to other clients in the City of Gig Harbor for the duration of this Agreement. OMW may provide other services for clients other than the City during the term of this Agreement, but will not do so where the same may constitute a conflict of interest unless the City, after full disclosure of the potential or actual conflict, consents in writing to the representation. Any potential conflicts shall be handled in accordance with the Rules of Professional Conduct referred to above.

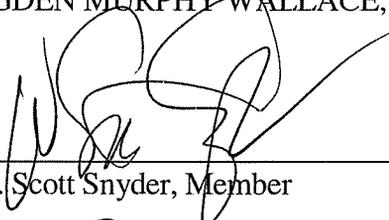
13. Subcontracting or Assignment. OMW may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the City.

14. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the OMW, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

CITY OF GIG HARBOR

OGDEN MURPHY WALLACE, P.L.L.C.

Charles L. Hunter, Mayor



W. Scott Snyder, Member

Date: _____

Date: December 6, 2006

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: CAROL A. MORRIS, CITY ATTORNEY
SUBJECT: HEARING EXAMINER CONTRACT
DATE: DECEMBER 11, 2006

INFORMATION/BACKGROUND

The city Hearing Examiner's contract expired in September of 2006. The Hearing Examiner is currently working under this contract, under the old rate, which is \$195 per hour.

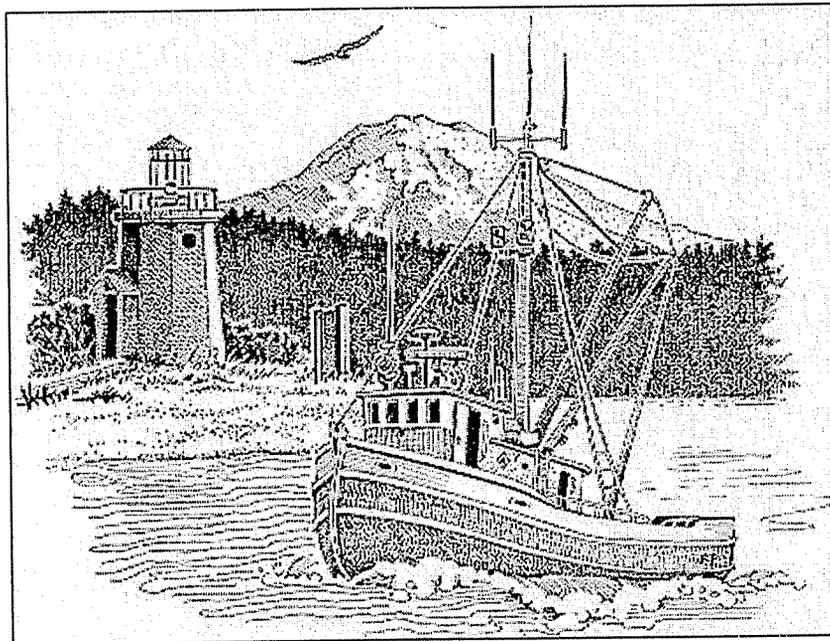
The City Council has two options. The Council could ask the current Hearing Examiner, Mike Kenyon, to submit a new contract, to be considered at an upcoming Council meeting.

In the alternative, the City Council could make a motion to direct the city staff to issue a Request for Proposals (RFP) for the hearing examiner position. A copy of the RFP issued in 2001 is attached, for the Council's information. If the Council issues an RFP, it will obtain information about persons available to serve as the city's Hearing Examiner. It will also enable the Council to determine a competitive hourly rate for hearing examiner services.

RECOMMENDATION:

The City Council should make a motion to direct the city staff to issue a RFP for hearing examiner services.

CITY OF GIG HARBOR
REQUEST FOR PROPOSALS
(RFP)
LAND USE HEARING EXAMINER SERVICES



July 9, 2001

REQUEST FOR PROPOSALS (RFP)

Prepared by

THE CITY OF GIG HARBOR, WASHINGTON

Soliciting Proposals for

LAND USE HEARING EXAMINER SERVICES

Section 1.0 - Introduction and General Information

1. Purpose

This request for proposal (RFP) is intended to provide potential independent contractors with information to enable them to respond with proposals for providing professional Land Use Hearing Examiner services to the City of Gig Harbor for a period of one (1) year.

1.2 Description of the Position

The Land Use Hearing Examiner conducts fair and impartial hearings on such matters as: land use and development permit and zoning applications, adequacy of environmental documents and decisions, and code enforcement appeals. At hearings, the Examiner regulates the conduct of the proceedings, rules on motions, administers oaths, and makes evidentiary and procedural rulings. The Land Use Hearing Examiner prepares timely written decisions and recommendations based upon the hearing record, Gig Harbor Municipal Codes, the Gig Harbor Comprehensive Plan, state and federal law and legal precedent.

1.3 Schedule of Events

The following schedule has been developed to allow the City of Gig Harbor to proceed in an orderly manner to consider all factors involved in reaching a decision as quickly as possible. It is the City's intention to have a vendor under contract by the end of June 2001.

Release of RFP	July 9, 2001
Proposal Submission Deadline	July 20, 2001
Interview Selected Vendors	Week of July 30, 2001
Complete Final Selection	Week of August 6, 2001
Contract negotiations	Week of August 13, 2001
Council approval of Contract	August 27 or September 10, 2001

1.4 Proposal Submission

Proposals must be in accordance with instructions, specifications and conditions stipulated in the RFP. **Proposals will be accepted until 4:30 P.M., Friday, July 20, 2001.** Please submit proposals to:

City of Gig Harbor
John P. Vodopich, AICP
Director, Planning & Building Services
3125 Judson Street
Gig Harbor, WA 98335

1.5 Right to Reject Any and/or All Proposals

The City of Gig Harbor reserves the right to reject any/or all proposals, to waive technicalities and/or information and accept any proposals deemed to be in its best interest.

Section 2.0 - Objectives

2.1. General

The primary objectives of the City of Gig Harbor are to contract to provide professional Land Use Hearing Examiner services to the City of Gig Harbor as described in Section 1.2 and, as is required by law, issue decisions in a timely matter.

2.2. Minimum Qualifications

Education

A Juris Doctor degree together with a license to practice law in the State of Washington is required.

Experience

Five (5) years of experience in land use and zoning law, preferably as a land use hearing examiner or as a land use attorney representing clients before administrative decision makers such as hearing examiners, city/county councils, boards of adjustment and/or planning commissions in the State of Washington.

2.3 Required Knowledge, Skills and Abilities

Demonstrated ability to exercise good judgment when applying law to specific facts.

Must demonstrate knowledge of current land use and zoning law, as it applies to the types of applications to be heard by the land use hearing examiner.

Must have a thorough understanding of the Appearance of Fairness doctrine, procedures relating to constitutional due process and quasi-judicial hearings.

Ability to establish and maintain positive and effective control of hearing proceedings.

Ability to develop and maintain the respect of City staff, community groups, government officials and the general public.

Ability to read, interpret and explain complex factual and legal issues including procedure and reference materials.

Ability to write clearly and concisely.

Ability to operate personal computer is desirable.

2.4 Typical Duties of the Land Use Hearing Examiner

Examine pleadings, orders and other documents to prepare for hearings, or to resolve preliminary motions.

Develop rules for and conduct of orderly hearings to ensure fairness and due process; rule on the admissibility of evidence and requests to exclude testimony; question or examine parties and other witness to obtain or direct clarification of testimony.

Evaluate arguments presented by parties and study, analyze, and evaluate pleadings, evidence and briefs in preparation for decisions.

Understand, interpret and apply law to the facts in making decisions.

Analyze, synthesize and evaluate evidence to define issues and facts.

Assimilate and utilize technical subject matter.

Determine the probative value of evidence and competence of witnesses.

Determine when the record can be closed and when supplemental materials are needed.

Research applicable subject matter and legal precedents to determine applicability of laws to the subject matter when studying, analyzing, and evaluating pleadings, evidence and briefs.

Make independent decisions in a fair, impartial and prompt manner.

Present oral rulings decisively and clearly with little to no advance subject matter knowledge or notice. Explain rulings with fact, firmness and impartiality. Elicit facts by examining lay and expert witnesses and preside at and control conferences, hearings or meetings.

Speak clearly, concisely and understandably. Write clearly, concisely and convincingly.

Listen attentively and deal patiently, courteously, tactfully, firmly and impartially with competing parties when presiding at hearings, conferences and meetings.

Manage or control diverse situations and procedures so as to hear cases in complete but timely and efficient manner while ensuring due process.

Manage caseloads that include numerous short cases, as well as lengthy proceedings.

Section 3.0 - Requirements

3.1 Location of Operation

The vendor will provide Land Use Hearing Examiner services at the City of Gig Harbor, City Council Chambers located at 3105 Judson Street, Gig Harbor, Washington, or the City may designate such other locations as necessary.

3.2 Dates, Days and Time of Operation

Public Hearings are held on the third Wednesday of each month beginning at 5:30 P.M. and usually do not exceed one meeting per month unless special circumstances arise. An alternative meeting date may be negotiated based on the vendor's availability and the availability of a meeting room. In 2000, the City of Gig Harbor Land Use Hearing Examiner held fourteen (14) meetings and heard twenty-three (23) land use cases. Of the twenty-three (23) cases, 3 took 2 or more meetings to hear.

3.3 Services and Equipment to be Provided by Vendor

Review application materials; conduct public hearings; and prepare written decisions consistent with applicable state and local laws and policies.

Visit the site at least once prior to the public hearing.

Provide own office space and equipment.

Provide own transportation to and from sites and hearings.

Provide secretarial services for preparing, issuing and distributing the written Findings, Conclusions and Decision including all necessary materials and equipment (paper, photocopying, word processing equipment).

3.4 Services and Equipment to be provided by the City

Provide written staff report to the vendor no later than five (5) working days prior to the public hearing.

Responsible for public hearing notification.

Provide meeting room and recording equipment.

Provide reference materials necessary to conduct service including City codes and ordinances, comprehensive plan, other master plans, traffic studies, etc.

Section 4.0 - Contract Provisions

4.1 Contract to be Mutually Agreed Upon

A contract with the selected Land Use Hearing Examiner will be prepared as mutually agreed upon between the City and the vendor.

4.2 Contract to Define Responsibilities and Requirements

The contract will define vendor and City responsibilities and requirements as well as remuneration for the services provided.

City of Gig Harbor
Request For Proposals (RFP)
Land Use Hearing Examiner Services
July 9, 2001

The City of Gig Harbor is requesting proposals for professional Land Use Hearing Examiner services. Qualified applicants must possess a Juris Doctor degree together with a license to practice law in the State of Washington. A minimum of five (5) years of experience in land use and zoning law, preferably as a land use hearing examiner or as a land use attorney representing clients before administrative decision makers such as hearing examiners, city/county councils, boards of adjustment and/or planning commissions in the State of Washington is preferred. Interested persons can obtain an information packet entitled "RFP for Land Use Hearing Examiner Services" at the City of Gig Harbor Planning and Building Department, 3125 Judson Street, Gig Harbor WA. or by calling (253) 851-4278. Proposals must be submitted in accordance with instructions, specifications and conditions stipulated in the RFP. **Proposals will be accepted until 4:30 P.M., Friday, July 20, 2001.** Please submit proposals to:

City of Gig Harbor
John P. Vodopich, AICP
Director, Planning & Building Services
3125 Judson Street
Gig Harbor, WA 98335

Fax submittals will not be accepted. The City of Gig Harbor is an EOE.



ADMINISTRATION

TO: CITY COUNCIL
FROM: CHARLES HUNTER, MAYOR, CH
SUBJECT: ASSIGNED COUNSEL AGREEMENT AMENDMENT
DATE: DECEMBER 11, 2006

INFORMATION/BACKGROUND

Pierce County provides indigent defense services for the Gig Harbor Municipal Court through Pierce County's Department of Assigned Counsel. The attached contract amendment authorizes the continuation of this relationship from January 1, 2007 through December 31, 2008. This is an increase of 4.5% over the prior contract. This represents a contract increase from \$43,562 in 2006 to \$45,525 in 2007.

POLICY CONSIDERATIONS

The City of Gig Harbor and Pierce County anticipated a two-year contract for 2007 and 2008, which was amendable quarterly if Pierce County costs were altered. The Pierce County budget for the Department of Assigned Counsel increased 4.5% for 2007.

FISCAL CONSIDERATIONS

The current contract can be evaluated quarterly to determine whether payments should be revised to accurately reflect county costs. The city Municipal Court budget will cover this contract and its potential fluctuations as per quarterly review.

RECOMMENDATION

Administration recommends approval of this agreement.

ASSIGNED COUNSEL AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2007 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, 2007, and ending December 31, 2008.

NOW THEREFORE,

1. The Department will provide legal counsel services to indigent defendants in the Gig Harbor Municipal Court for the 2007 - 2008 calendar years. 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 \$45,525.00 for period January 1, 2007, through December 31, 2007. Payments shall be due and payable in the amount of \$11,381.25 at the end of each quarter for those services rendered. The sum for period January 1, 2008, through December 31, 2008, will be increased in accordance with and determined by the 2008 Pierce County Budget & Finance Department's Cost of Living Increase, and submitted as an amendment to this Agreement.

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 the 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 the 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 the 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 the 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 the 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, 2008, 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 CHUCK HUNTER

MICHAEL KAWAMURA, DIRECTOR, DAC

CITY ADMINISTRATOR



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: TOM DOLAN, PLANNING DIRECTOR
SUBJ: RECIPROCAL DENSE VEGETATIVE SCREENING AND BUFFER
EASEMENT
DATE: DECEMBER 11, 2006

INTRODUCTION/BACKGROUND

Two projects being reviewed by the City are located on abutting properties, Mallards Landing Lot 7 (SPR 05-959) and 72nd Street Plat (SUB 05-1011). The applicants have submitted a Reciprocal Dense Vegetative Screening and Buffer Easement to comply with City development standards. Mallards Landing Lot 7 is required to provide a 40 foot dense vegetative buffer for zone transition requirements and the 72nd Street Plat is required to have a 25 foot perimeter buffer. The applicant has proposed that 20 feet of the 40 foot buffer required for Mallards Landing Lot 7 be provided on the 72nd Street plat property and five feet of the 25 foot requirement for the 72nd Street plat be provided on the Mallards Landing Lot 7 property. A buffer of a total of 40 feet would be provided between the two properties. Staff has interpreted that this buffer could be shared between properties. The agreement is between TALMO and Rush-TALMO Development; however, as directed by the City Attorney, the City is party to this agreement to ensure the easement would not be relinquished at a later date because it is required to meet development standards.

In order for Mallards Lot 7 and the 72nd Street plat to comply with development standards, the subject easement agreement has been supplied by the applicants and shall commence on the date of execution of the agreements.

The attached easement has been approved as to form by City Attorney, Carol Morris.

City Council approval of the easement agreement is requested.

FISCAL CONSIDERATIONS

No funds will be expended for this easement

RECOMMENDATION

I recommend that City Council approve this easement agreement as presented.

NOV 07 2006

RECIPROCAL DENSE VEGETATIVE SCREENING AND BUFFER
EASEMENT COMMUNITY DEVELOPMENT

THIS AGREEMENT is made this 6TH day of NOVEMBER, 2006 by and between RUSH-TALMO, LLC, (hereinafter "Rush-Talmo"), a Limited Liability Corporation of the State of Washington, and TALMO, INC. (hereinafter "Talmo"), a Washington Corporation and the City of Gig Harbor (hereinafter "City"), a municipal corporation organized under the laws of the State of Washington.

RECITALS

WHEREAS, Rush-Talmo is the legal owner of the real property situated in the City of Gig Harbor, Pierce County, Washington, hereafter referred to as "Parcel A", having a Tax Parcel Number of 4002010070, and which is legally described as follows:

Revised Parcel A, City of Gig Harbor B.L.A., A.F.N. 200103165001 with a legal description of:

(REVISED PARCEL "A")

Commencing at the northeast corner of the northwest quarter of the southeast quarter of Section 7, Township 21 North, Range 2 East of the Willamette Meridian; thence south 02°24'41" west along the east line of said northwest quarter of the southeast quarter a distance of 662.47 feet to the south line of the north half of said northwest quarter of the southeast quarter; thence south 88°14'04" west along said south line a distance of 207.00 feet to the point of beginning; thence continuing south 88°14'04" west along said south line 1086.09 feet to the east margin of 46th avenue northwest; thence north 02°37'08" east along said east margin a distance of 632.49 feet to a point 30.00 feet south of when measured at right angles from the north line of said southeast quarter; thence north 88°13'52" east parallel with said north line 1058.73 feet; thence south 02°24'41" west 352.52 feet; thence south 87°35'19" east 25.00 feet; thence south 02°24'41" west a distance of 278.03 feet to the point of beginning.

WHEREAS, Talmo is the legal owner of the real property situated in the City of Gig Harbor, Pierce County, Washington, hereafter referred to as "Parcel B", having a Tax Parcel Number of 4002010070, and which is legally described as follows:

Lot 7, Mallards Landing, pursuant to plat thereof recorded on March 26, 2001, under A.F.N. 200103265002, records of Pierce County, State of Washington.

WHEREAS, Parcel A and Parcel B are two abutting properties within the City of Gig Harbor jurisdiction, having Gig Harbor zoning designations of R-1 and RB-2 respectively, and;

WHEREAS, a residential development within a R-1 zoning district is required to provide a minimum of 25-feet of buffer consisting of a dense vegetative screen along the perimeter of a plat development; and

WHEREAS, any non-residential development within a RB-2 zoning district, abutting an existing residential use or zone, is required to provide a 40-foot buffer consisting of a dense vegetative screen; and

WHEREAS, the parties have executed this agreement to comply with the aforementioned code requirements to provide for and maintain a 40-foot buffer strip, consisting of a dense vegetative screen between the developments on the two adjoining parcels; and

WHEREAS, the 40-foot buffer strip, under this Reciprocal Dense Vegetative Screening and Buffer Easement (hereinafter, "Reciprocal Buffer Easement"), is to be established by providing a 20-foot buffer easement on each adjoining parcel; and

WHEREAS, the parties have submitted this Reciprocal Buffer Easement to the City as part of their respective applications for Preliminary Plat and Site Plan Review development in order to obtain approval.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rush-Talmo, Talmo and the City hereby agree as follows:

T E R M S

Section 1. Grant of a "Reciprocal Buffer Easement"

A. Grant.

1. Perpetual Easement. Rush-Talmo and Talmo hereby establish for the mutual benefit of both properties, a perpetual 40-foot wide buffer area to be preserved and maintained in its natural and undisturbed status, and/or in an enhanced vegetative state meeting the City of Gig Harbor's dense vegetative screening buffer requirements, over, under and across a 20-strip on each adjoining property. The Reciprocal Buffer Easement is legally described in Exhibit "A", which is attached

hereto and incorporated herein by this reference and as depicted in a map attached hereto and incorporated herein by this reference as Exhibit "B".

B. Conditions. The Reciprocal Buffer Easement, hereby established on each property, is subject to and conditioned upon the following terms and covenants, which both parties agree to faithfully observe and perform:

1. Each property owner shall bear all costs and expenses associated with establishing, improving, maintaining, repairing and/or restoring the portion of the buffer area on their respective property, in a state which meets the development requirements in Chapter 17.78 - Landscaping and Screening, in the City of Gig Harbor's Municipal Code (as such Chapter now exists or as it may be amended to read in the future).

2. Each property owner shall be responsible to maintain its respective buffer area and to restrict encroachment into this area by any development activities on the respective properties, other than the activities noted in Condition #1 above.

3. Each party to this agreement agrees to pay for one-half of the cost associated with the preparation and recording of this easement document.

Section 2. This Reciprocal Buffer Easement has been established and recorded against the property as a condition of development approval for the properties owned by the two parties. This Easement shall not be modified in any way or extinguished without the written consent of all parties, including the duly authorized representative of the City of Gig Harbor. Talmo and Rush-Talmo agree that because the creation of the Buffer Easement on their properties has been considered to be satisfaction of a permit condition for development of each property, that the City may enforce any violation of this Easement of the City's codes relating to this Easement against Talmo or Rush-Talmo, or both parties. The City may bring an action to specifically enforce this Easement, or the City may initiate a code enforcement action, as provided in Title 17 of the City's Zoning Code, as it now exists or may hereafter be amended.

Section 3. The conditions and covenants set forth in this Easement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer and every purchaser, assignee or transferee of an interest in the property described as Revised Parcel A and Parcel B, or any portion thereof, shall be obligated and bound by the terms and conditions of this Easement, and shall be the beneficiary thereof, and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully

perform all of the duties and obligations of Talmo and Rush-Talmo contained in this Easement, as such duties and obligations pertain to the portion of the property sold, assigned or transferred to it.

Section 4. This Agreement shall be construed in accordance with the laws of The State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 5. Notices, demands, correspondence shall be sufficiently given if dispatched by pre-paid first class mail to the addresses of the parties as set forth below. Notices to subsequent property owners of Revised Parcel A and Parcel B shall be required to be given by the City only for those property owners who have given the City written notice of their address for this purpose. The parties hereto may advise the other of new addresses for such notices and demands.

TALMO, INC.
Attn: Jim Tallman
P.O. Box 492
Gig Harbor, WA 98335

RUSH-TALMO, LLC
Attn: Gordon Rush
2727 Hollycroft Street, Ste. 410
Gig Harbor, WA 98335

CITY OF GIG HARBOR
Attn: City Administrator
3510 Grandview Street
Gig Harbor, WA 98335

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

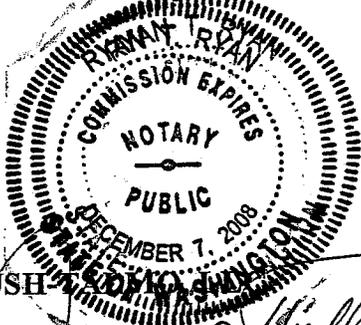
TALMO, INC.

James O. Tallman
James O. Tallman, President,

STATE OF WASHINGTON)
)ss
County of Pierce)

I certify that I know or have satisfactory evidences that James O. Tallman is the person who appeared before, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-6-06



Ryan T. Ryan
Notary Public in and for the State of Washington,

Residing at Pierce County Washington

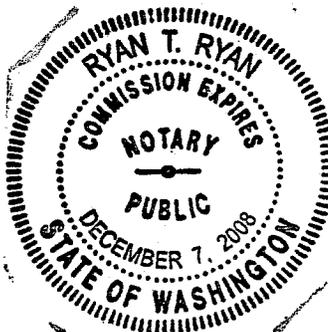
Notary Expires 12.7.08

James O. Tallman
James O. Tallman, Managing Member

STATE OF WASHINGTON)
)ss
County of Pierce)

I certify that I know or have satisfactory evidences that James O. Tallman is the person who appeared before, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Managing Member of the Rush-Talmo, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-6-06



Ryan T. Ryan
Notary Public in and for the State of Washington,

Residing at Pierce County Washington

Notary Expires 12.7.08

CITY OF GIG HARBOR

Charles Hunter, Mayor

STATE OF WASHINGTON)
)ss
County of Pierce)

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

Dated: _____

Notary Public in and for the State of Washington,

Residing at _____

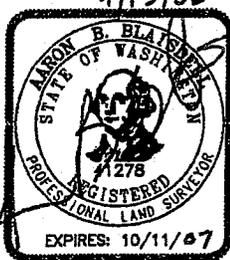
Notary Expires _____

EXHIBIT A

DENSE VEGETATIVE BUFFER EASEMENT

A STRIP OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON, MORE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 88°14'16" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 1321.47 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 02°23'56" WEST 30.08 FEET TO THE NORTHEAST CORNER OF REVISED PARCEL A OF THAT CITY OF GIG HARBOR BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FEE NUMBER 200103165001, RECORDS OF PIERCE COUNTY, SAID POINT ALSO BEING ON THE SOUTH MARGIN OF 72ND STREET NW AND THE POINT OF BEGINNING; THENCE SOUTH 88°14'16" WEST, ALONG THE NORTH LINE THEREOF, 20.06 FEET; THENCE SOUTH 02°23'56", PARALLEL WITH AND 20 FEET NORTHWESTERLY FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID PARCEL A, 632.32 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL A; THENCE NORTH 88°14'38" EAST, ALONG THE SOUTH LINE AND THE EXTENSION THEREOF, 40.11 FEET; THENCE NORTH 02°23'56" EAST, PARALLEL WITH AND 20 FEET SOUTHEASTERLY FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID PARCEL A, 632.33 FEET TO A POINT ON THE SOUTH MARGIN OF 72ND STREET NW; THENCE SOUTH 88°14'16" WEST, ALONG THE SOUTH MARGIN THEREOF, 20.05 FEET TO THE POINT OF BEGINNING.



JOB NO. 2005-75
SHEET 1 OF 2

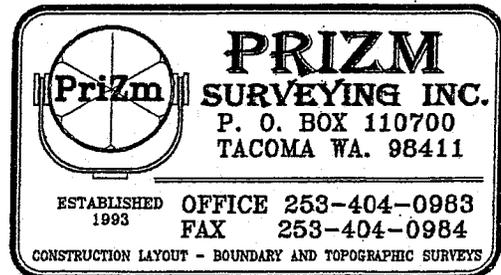
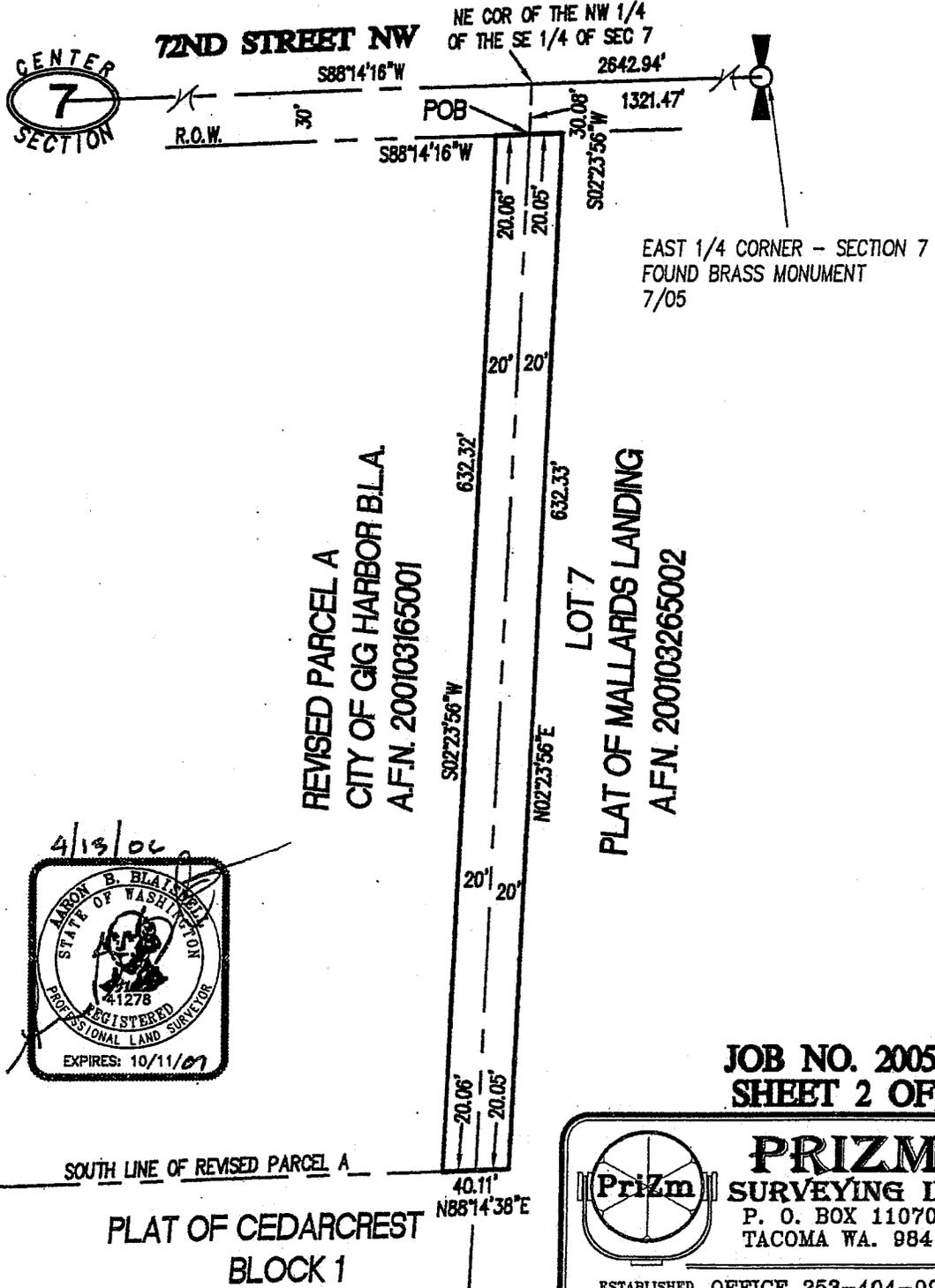


EXHIBIT B DENSE VEGETATIVE BUFFER EASEMENT



**JOB NO. 2005-75
SHEET 2 OF 2**

PRIZM
SURVEYING INC.
P. O. BOX 110700
TACOMA WA. 98411

ESTABLISHED 1993 OFFICE 253-404-0983
FAX 253-404-0984

CONSTRUCTION LAYOUT - BOUNDARY AND TOPOGRAPHIC SURVEYS



ADMINISTRATION

TO: CITY COUNCIL
FROM: MAYOR HUNTER
SUBJECT: CONSULTANT SERVICES CONTRACT FOR LOBBYING SERVICES - SAL GOVERNMENTAL AFFAIRS AND GORDON THOMAS HONEYWELL GOVERNEMENTAL AFFAIRS
DATE: DECEMBER 11, 2006

INFORMATION/BACKGROUND:

SAL Governmental Affairs has made a proposal to provide Washington State legislative lobbying services. The contract, with a scope of work, is attached for your consideration.

FISCAL CONSIDERATIONS:

The cost is to be based on a flat rate of \$2,083.00 per month not to exceed \$27,079.00 per year with services beginning on December 1, 2006 and ending December 31, 2007.

The amount of this contract is part of the 2007 budget.

Because of the need for advanced work needed for the CERB grant and other considerations associated with the design and construction of the Borgan/Burnham/Highway16 work there is a need for the services to begin on December 1, 2006.

The 2006 Budget has funds available to pay the estimated \$2,083.00 monthly payment for services starting in December 2006.

RECOMMENDATION:

Recommend that Council authorize me to sign this contract, subject to the approval of the 2007 budget

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SAL GOVERNMENTAL AFFAIRS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and SAL Governmental Affairs, doing business as Gordon Thomas Honeywell Governmental Affairs, a limited liability corporation organized under the laws of the State of Washington located at 1201 Pacific Ave, Suite 2100 Tacoma, WA 98401 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City desires to obtain lobbying services; and

WHEREAS, the City desires that the Consultant perform services necessary to provide the lobbying services described herein; and

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

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 Seven Thousand, Seventy-Nine Dollars and No Cents (\$27,079.00), or Two Thousand and Eighty Three Dollars and No Cents (\$2,083.00) per month, beginning December 1, 2006, 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** beginning on December 1, 2006. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2007.

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

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

D. 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.

E. 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.

F. 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.

G. 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 Administrator 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 Administrator's 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:
Tim Schellberg
Gordon Thomas Honeywell Gov. Affairs
1201 Pacific Ave., Suite 2100
Tacoma, WA 98401
(253) 620-6500

City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

Dated: 12-4-06

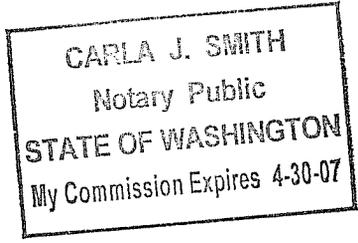
Carla J Smith

CARLA J. SMITH
(print or type name)

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

DuPont

My Commission expires: 4-30-07



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A Scope of Work

The Consultant shall provide the City of Gig Harbor with the following Washington State legislative governmental affair services:

The Consultant shall:

1. Identify and track all legislation relevant to the City of Gig Harbor;
2. Provide the City with frequent reports and updates;
3. Attend all relevant legislative hearings where the City of Gig Harbor's interests are directly affected;
4. Work throughout the year with the City of Gig Harbor to develop and implement legislative objectives and strategy;
5. Coordinate with City of Gig Harbor officials to testify at relevant legislative hearings; and
6. Lobby to pass, defeat or amend legislation that directly affects the City of Gig Harbor's interests.

In addition to the above, the Consultant shall perform the following specific tasks:

1. Pursue state transportation funding to assist with traffic issues caused by the Gig Harbor North Development.
2. Pursue funding for the CERB grant.
3. Seek new sources of funding for the Gig Harbor North traffic improvements.
4. Propose and promote legislation clarifying the boundaries of the Metropolitan Park District after annexation.

Exhibit B Billing Rates

As described in Section II of this agreement, a monthly service fee of Two Thousand and Eighty Three Dollars and No Cents (\$2,083.00) per month shall be charged to provide the services described in this agreement. This fee will cover all work performed by Tim Schellberg and his staff. In addition to Mr. Schellberg, it is anticipated that two Consultant staff members will also be providing services. They include: Ian Morrison, who will serve in an assistant governmental affairs role and Hallee Sanders who will serve an administrative assistant role to Mr. Schellberg.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ON-CALL PLAN REVIEW PROFESSIONAL SERVICES
CONSULTANT SERVICES CONTRACT
DATE: DECEMBER 11, 2006

INTRODUCTION/BACKGROUND

In anticipation of an increase in permit applications the Building and Fire Safety division would like to prepare for the use of on-call contract plan review services. On-call plan review services may be required to assist city staff in reviewing building projects submitted to the city for review and approval when applicants have requested expedited review; when the city experiences an unacceptable backlog of permit applications causing delays in review and permitting; or when a project's complexity or degree of hazard exceeds the staff's level of expertise. When it is determined by the Building Official/Fire Marshal that on-call plan review services are warranted, the Building Official/Fire Marshal will reimburse the city's consultant for services rendered from the monies collected as plan review fees at the time of permit application.

The city placed a Request for Plan Review Services advertisement in the Peninsula Gateway newspaper. In response to the advertisement, the city received five letters of interest from various consultants. The Building Official/Fire Marshal reviewed all the letters of interest and supporting documentation and determined that all five consultants are qualified to perform the work. The consultants are:

- Bureau Veritas
- CWA Consultants
- Eagle Eye Consulting Engineers
- Precision Plan Review
- Reid and Middleton

Upon Council approval, the city will execute contracts with all five consultants. As project reviews are required by the city, the city would disperse projects to each consultant on a rotational basis.

FISCAL CONSIDERATIONS

A portion of the plan review fees collected pursuant to the city's fee schedule adopted under Resolution 639 will fund on-call review services. Because the use of on-call services is anticipated to be infrequent, it's projected that a total of up to \$30,000 may be spent for on-call services annually. The general fund revenues derived from plan review services would be reduced by the actual cost of on-call services.

RECOMMENDATION

I recommend that the Council direct staff to negotiate contracts for On-Call Plan Review Services between the City of Gig Harbor and Bureau Veritas, CWA Consultants, Eagle

Eye Consulting Engineers, Precision Plan Review, and Reid and Middleton. These contracts for will be presented to Council at the next regular meeting for approval.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: COMPREHENSIVE PLAN AMENDMENTS SEIS PREPARATION -
CONSULTANT SERVICE CONTRACT AMENDMENT
DATE: DECEMBER 11, 2006

BACKGROUND

On August 22, 2005 Council approved a contract for DEA in the amount of \$153,600.00 for the analysis and preparation of a Comprehensive Plan Amendment and corresponding Environmental Impact Statement. This work was necessary as a result of the City's issuance of a Determination of Significance (DS) for the proposed hospital comprehensive plan amendment proposed in 2005. Substantial work tasks and analyses were required which resulted in significant extra work and effort and was not anticipated at the original project scope. A summary of work tasks addressing each of the increases and decreases are attached in the enclosed correspondence from DEA.

FISCAL IMPACT

Adequate funds exist within the street capital fund to cover this budget amendment.

RECOMMENDATION

I recommend approval of the consultant service contract amendment with David Evans and Associates, Inc. in an amount not to exceed Twenty Three Thousand Seven Hundred Thirty Six Dollars and Twenty-eight Cents (\$23,736.28). The revised final contract amount is \$177,336.28.

**AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated August 22, 2005, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 415 118th Avenue SE, Bellevue, Washington 98005 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the development of an integrated supplemental Environmental Impact Statement 2005 site-specific comprehensive plan amendments and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on August 22, 2005 (hereinafter the "Agreement"); and

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

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

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

Section 2. Amendment to Compensation. Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: twenty-three thousand seven hundred thirty six dollars and twenty eight cents (\$23,736.28). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2006.

THE CITY OF GIG HARBOR

By: Kenneth Powell
Its Principal

By: _____
Mayor

Notices to be sent to:

CONSULTANT
David Evans and Associates, Inc.
Attn: Victor Salemann, P.E.
415 118th Ave. SE
Bellevue, Washington 98005
(425) 519-6500

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A – Scope of Services

December 4, 2006

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

SUBJECT: CONTRACT AMENDMENT REQUEST (REVISED DECEMBER 4, 2006)

Dear Steve:

INTRODUCTION

DEA has completed all work on the Comprehensive Plan Amendments Supplemental Environmental Impact Statement (SEIS). DEA has not billed the City on this SEIS work (COGH0000-0025) since May. We reviewed our scope of work for both this project and the North Gig Harbor Traffic Plan (COGH0000-0023). The two contracts impacted each other with the Hospital EIS accelerating and requiring information slated for development in the North Gig Harbor Study. Both contracts are summarized by task below. DEA respectfully requests your consideration of the proposed contract amendment.

DEA PROJECT NO. COGH0000-0025 SEIS FOR 2005 COMPREHENSIVE PLAN AMENDMENTS

Contract Issues Summary

The SEIS was an exciting and dynamic project to undertake. Highly political and technically complex issues were addressed on an aggressive schedule that was required by the City. The schedule was met through expedited work schedules and iterative review of assumptions provided by the City. The NGH planning area proved to be a complex area to plan for, due in part to the highly variable zoning and development options possible. This variability resulted in an iterative process to determine the most reasonable, yet not overly conservative land use future estimate for the area.

Traffic mitigation options were limited and critical; multiple options were assessed including short-term and long-term interchange solutions. Several tasks required significant extra effort, others were very close to budget, and unnecessary tasks were not performed to mitigate the overruns. The SEIS was a complete, well-produced document. An appeal was filed against the SEIS. DEA's work provided the City with sufficient information to address the appeal, which was withdrawn with no affect to the hospital's schedule. The following narrative describes the status of each task.

Exhibit A – Scope of Services

Task 010 Project Management – \$118.45 over budget

This task was essentially at budget.

Task 010QA QA/QC – \$1,394.23 under budget

This task was under spent. Significant senior staff members were involved in all areas of the project to ensure quality.

Task 2001 CPA 04–01 Land Use Amendment – \$2,166.13 over budget

Several iterations of traffic impacts were assessed for this amendment at the request of the City. Access issues at the roundabout were complex. Issues surrounding alternative or secondary access required additional time by DEA.

Task 2003 CPA 05–01 FHS Hospital – \$19,035.10 over budget

The development of the mitigation strategies for the hospital and how the interim improvements could meet LOS standards required significant extra work. This task included coordination with WSDOT over specific short term mitigation, and was necessary to avoid a WSDOT appeal. Significant effort was applied to addressing the hospital trip generation, and ultimate use of the site. An alternative trip generation rate was allowed after reviewing and researching data provided by the hospital.

Task 2003 CPA 05–03 Wastewater Amendment – \$1,661.77 over budget

The issues surrounding the sewer line location were not clear and additional time was expended in understanding the implications of the proposed amendment. Traffic issues were addressed in addition to wastewater issues.

Task 030 Feasibility of Road Construction Alternatives – \$24,197.93 over budget

This task was the most complex. The additional work included more than identifying the feasibility of future roads physically, but included several iterations of land use forecasts, with subsequent area wide trip generation and LOS analysis. The treatment of the mixed use overlay was especially complex, with three development scenarios tested to determine a reasonable, yet not an overly conservative estimate of development anticipated in the NGH planning area. This element was critical to achieving consistency between the land use element and the transportation element of the comprehensive plan.

This work was originally included in the NGH Study, but was critical to the development of consistency between the land use element and transportation element of the Comprehensive Plan. The process required numerous model runs, field reviews, discussion with City staff about feasibility and responses to stakeholder comments.

Task 040 Review City Development Requirements – \$144.00 under budget

City development requirements were developed under budget and resulted from the additional effort expended in Task 030.

Exhibit A – Scope of Services

Task 050 VISSIM Model 3 Alts – \$6,020.00 under budget

This work was unnecessary and not performed to mitigate overruns.

Task 060 Update LOS – \$315.85 over budget

The revised LOS policy was developed near budget.

Task 070 Update Year TIP – \$2,347.79 under budget

The effort here was minimized to conserve budget. City staff developed the TIP with input and support from DEA.

Task 50001 CPA 04–01 Subconsultant – \$78.59 over budget

This task had minimal budget impact.

Task 50002 CPA 05–01 Subconsultant – \$392.95 over budget

This task reflects the higher level of effort to address mitigation strategies in the SEIS.

Task 50003 CPA 05–03 Subconsultant – \$52.40 over budget

This task had minimal budget impact.

Task 501 PTV America Subconsultant – \$7,150.00 under budget

This work was unnecessary and not performed to save budget.

Task 700 Expenses – \$374.61 under budget

Expenses were minimized to save budget.

Task 900 Contingency – \$3,637.55 under budget

Expense minimized to mitigate overruns.

Result

SEIS for 2005 Comprehensive Plan Amendments Overall Contract Status – \$26,950.99 Over Budget

Summary of Request

I appreciate your concerns about the delay in the request, I was focusing my energy on the technical work of the project and not the administration of the contract. Also note that I have not charged mileage to any of the numerous meetings I attended, and in most cases did not charge the full travel time, as I was able to combine other tasks with my trips to Gig Harbor.

Please be aware that we have carried this cost for several months, incurring our own internal interest charges that are not being passed on to you.

Exhibit A – Scope of Services

In response to your concerns I propose an adjustment to the initial request of \$26,950.99 you received to reflect a reduction to the fee for the extra work of approximately 12 percent (\$3,214.71) effectively deducting our profit for the over budget work, and paying us only for our direct labor and overhead. This results in a revised request for an increase of \$23,736.28 to the SEIS contract.

I appreciate your consideration of this proposal.

Throughout the entire process, a number of land use iterations were reviewed and tested by DEA at the request of the City to determine the best and most compatible use of property in the NGH area. These additional engineering and planning efforts by DEA will more than pay for themselves by allowing the City to develop the NGH area to its maximum potential and incorporating existing and future infrastructure improvements into the area's development scenario.

DEA appreciates your consideration in reviewing and approving these additional costs. If additional information is necessary or if you believe a meeting is warranted to discuss any of these issues, please let us know. It has been a pleasure working with you on these projects.

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Victor L. Salemann, P.E.
Transportation Group Manager



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJ: PRODUCT DEMONSTRATION AGREEMENT (NEUROS COMPANY)
DATE: DECEMBER 11, 2006

INTRODUCTION/BACKGROUND

A preliminary budget objective for 2007 provides for the purchase and installation of a new 100 horsepower digester blower. Recently the City received information on a high efficiency blower of compact design incorporating the latest design in Aeronautic Compressor and Air bearing technologies. The vendor has offered to supply and install this unit at the treatment plant for the purpose of City performance evaluation. This agreement provides for this evaluation to occur and is at zero cost and obligation to the City.

The City Attorney has reviewed and approved the content of this agreement as presented.

RECOMMENDATION

Staff recommends that Council authorize execution of this agreement as presented.



PRODUCT DEMONSTRATION AGREEMENT

BETWEEN

APG - Neuros Co.

AND

**The City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335 (USA)**

11 December 2006

APG – Neuros Co.
250 De Gaulle, Lorraine, Québec, J6Z 4R3, Canada,
Tel: 1 (514) 249-2724, Email: ohammoud@apg-neuros.com
www.apg-neuros.com



STATEMENT OF UNDERSTANDING

This AGREEMENT is made in duplicate, effective as of the signature date by and between APG-Neuros Co. Limited, a corporation under the laws of Canada with offices located at 250 Boulevard De Gaulle, Lorraine, Quebec J6Z 4R3, Canada (the "Vendor"), and The City of Gig Harbor (referred to as "The City of Gig Harbor"), with offices located 3510 Grandview Street, Gig Harbor, WA 98335 USA, with reference to the following facts:

- A. The Vendor is engaged in the business of sales and distribution of a variety of, Propulsion and Turbo-machinery products for the Water, Waste Water, Power and Turbo-machinery markets.
- B. The Vendor desires to demonstrate the performance of its Turbo Blower Model NX 100, (the "Product"), and The City of Gig Harbor desires to perform the demonstration for the Vendor at premises and upon the terms and conditions set forth herein.

THEREFORE, the parties hereto agree as follows:

1. Vendor shall provide to The City of Gig Harbor the Product, defined in Exhibit 1, for the purpose of an informal user evaluation.
2. The City of Gig Harbor may evaluate this Product in an operational environment for a period of up to Thirty (30) Calendar days from date of successful commissioning. The Vendor shall provide the Product at no cost to The City of Gig Harbor. Vendor shall bear all expenses for transportation to and from The City of Gig Harbor premises. The Vendor shall be responsible for scheduled and unscheduled maintenance of the Product for any maintenance events during normal operation. Vendor may authorize The City of Gig Harbor equipment technicians to perform the installation and maintenance as required.
3. Vendor understands this evaluation is without any monetary consideration for the use of the Product provided. It is for evaluation purposes only, and The City of Gig Harbor is not obligated at this or any future time to purchase these or similar items.
4. Vendor will deliver Product on or about Mid January, 2007. The City of Gig Harbor may evaluate the Product for a period of up to Thirty (30) calendar days from successful commissioning.
5. The City of Gig Harbor understands the Product being evaluated is not to be altered or modified without the express written consent of the Vendor. The City of Gig Harbor agrees to use the Product for evaluation only and to use the Product in an environment and under circumstances consistent with the Product's design and intended use. The City of Gig Harbor further agrees to provide due care and safeguard of the Product while it is in The City of Gig Harbor possession.
6. Vendor and The City of Gig Harbor understand that the results of the evaluation may be used as an endorsement by The City of Gig Harbor of the Product and such endorsement may be used by the Vendor for promotional purposes.



7. Vendor will not be obligated or responsible for any loss or damage including but not limited to, incidental or consequential damages such as interruption of business or any loss of business or profit, or any expense experienced by The City of Gig Harbor or any third party arising out of any defect in or failure or inadequacy of performance of any product or service furnished by Vendor hereunder. This limitation on liability shall survive termination of this agreement.
8. Within Eight (8) days of completion of the demonstration program Vendor, will pick –up the product for shipment at Vendor expense.
9. This Agreement will be governed by and construed in accordance with the laws of the State of Washington.
10. This agreement contains the entire understanding of the parties with respect to the matters contained herein. There are no promises, covenants, or undertakings other than those expressly set forth herein. This agreement may not be modified except by a writing signed by authorized representatives of both parties.
11. The City of Gig Harbor may not assign this agreement or any rights or obligations hereunder without the prior written consent of Vendor. Subject to the above restriction on assignment, this agreement shall inure to the benefit of and bind the successors and assigns of the parties.
12. If any term, provision, covenant or condition of this agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect as if this agreement had been executed with the invalid portion thereof eliminated.
13. In the event of a dispute, jurisdiction of any subsequent litigation will be in the Pierce County Superior Court, Pierce County, Washington.
14. The prevailing party in any litigation brought to enforce the terms of the Agreement will be reimbursed its reasonable attorney’s fees from the no prevailing party.
15. The limit of the City’s liability will ^{be} for the retail value of the equipment only and not any additional amount.
13. Each of the undersigned warrants that he/she has the authority to bind to this Agreement the party which he/she represents.

Gig Harbor City

APG-Neuros Co.

Name: Charles L. Hunter

Name: Omar Hammoud

Signature: _____

Signature: 

Title: Mayor, City of Gig Harbor

Title: President

Date: 5 December 2006

Date: 5 December 2006



EXHIBIT 1.

NX100 Turbo Blower

Rated Performance

Pressure Differential, PSIG:	8.5
Flow Rate, SCFM*:	2225
Blower Shaft Power, BSHP:	100

* 68 Deg F, 14.7 PSI, ± 5%

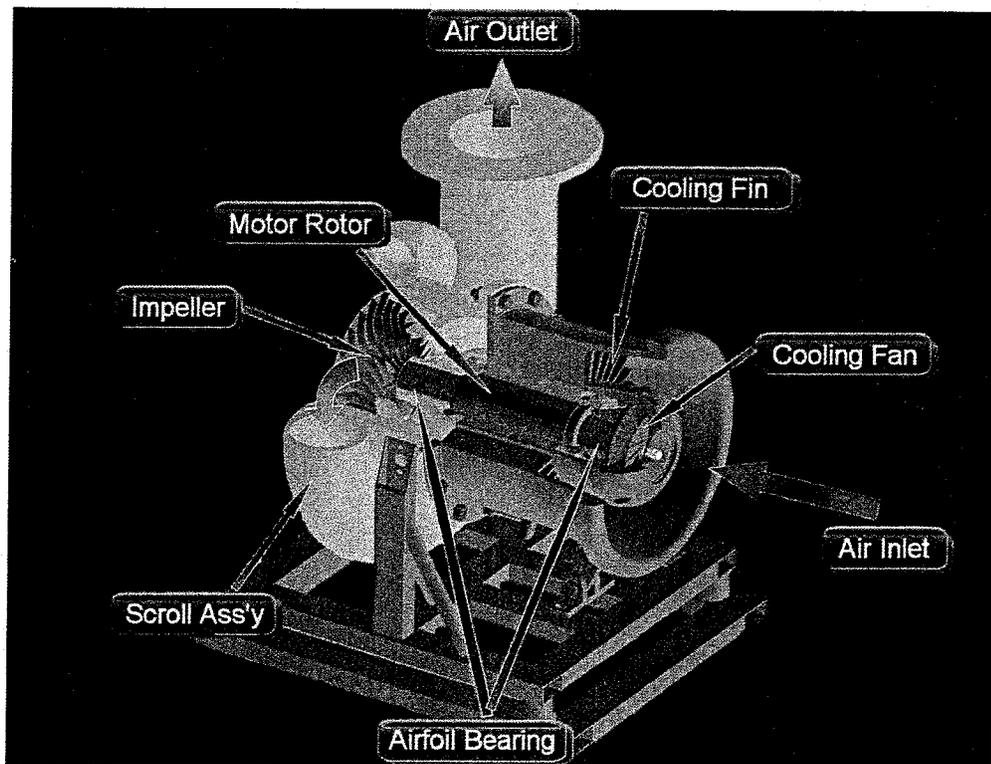
Neuros Turbo Blower

Offer

Gig Harbor Water Treatment Plant

Issued by: APG – Neuros Co.

October 3, 2006



NX Turbo Blower Core

APG – Neuros Co.

250 De Gaulle, Lorraine, Québec J6Z 4R3, Canada, Tel : +1 (514) 249-2724

www.neuros.com

Strictly Confidential Information

Executive Summary

The Neuros NX Turbo Blower offers high-efficiency air flow in a compact size made possible by application of latest design in Aeronautic Compressor and Air Bearing technologies combined with Variable Speed. The NX Turbo Blower is equipped with Instruments, Enclosure and Advance technology Power Logic Control.

The NX (pressure) and VX (vacuum) Turbo-blower is developed based the best in class compressor technologies provided by international development partners lead by Neuros Co. (www.neuros.com) in Korea. The NX Turbo Blower has been commercialized and entered into service in 2004. **Over 100 Turbo Blowers are already operating in the US, Japan, China and Korea, over 50% in water treatment.** One NX turbo Blower is scheduled to enter operation by mid September 2006 in Quebec, Canada. The high time NX Turbo blower has recorded over 20,000 operating hours.

Benefits Highlights:

- The Turbo-blower offers over \$7,200 annual savings in Energy cost and Operation and Maintenance Cost compared to the PD Blower.
- The O&M Life Cycle Cost savings is estimated at \$145,000 during 20 years period.
- The Turbo Blower Payback period is 2.5 years for the NX 100 and 1.0 years for the NX75 compared to the cost of the PD Blower.
- With its higher discharge pressure up to 3 bars; the Turbo Blower offers possibility to increase water tank depth to above 12 meters; thereby promoting higher oxygen transfer efficiency and further improvement energy consumption while reducing the site footprint.
- The Turbo Blower has built in automatic control and monitoring with its Power Logic Control. It operates at Constant Pressure, Constant Flow and optimum speed.
- Being air cooled, operating at high speed and using air bearings; provides dry operation and eliminates losses inherent in mechanical bearings and seals, reduction gearbox, lubrication oil system, oil pump, water cooling and results in much more efficient and clean operation.
- Minimum or virtually no routine maintenance is required, (only inlet air filter cleaning / replacement is required) resulting in elimination of requirement for spares and over 60% lower maintenance cost compared to specification selections.
- NX Turbo Blower saves over 70% of the foot print compared to the P. D. Blower Furthermore, the NX Turbo Blower offers installation flexibility where Outside Installation is possible and where the Core and Control modules can be separated for installation in separate areas.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: EDDON BOAT PARK DOCK AND MARINE RAILWAYS, CONCEPTUAL DESIGN AND PERMITTING - CONSULTANT SERVICES CONTRACT - ANCHOR ENVIRONMENTAL, LLC
DATE: DECEMBER 11, 2006

INFORMATION/BACKGROUND

To assist the City of Gig Harbor in the redevelopment of the Eddon Boat Park, Anchor Environmental LLC and its sub-contractor KPFF Consulting Engineers will provide Project Management, Engineering and Design Services required to support the submission of environmental permit applications for the removal and replacement of the existing dock and marine railways.

This consultant services contract requires Anchor Environmental and its subcontractor, KPFF Consulting Engineers to participate in client and project team meetings as well as onsite meetings. Meetings and site visits will be combined to minimize costs and maximize efficiency.

The Consultant will provide a demolition plan for the existing dock and marine railways as well as conceptual sketches for a new pier and marine railways for review and comment. After City comments are received, the consultant will prepare permit drawings for inclusion in the environmental permit applications and for submittal to the U.S. Army Corps of Engineers. Conceptual level drawings will be available in AutoCAD and hard copy format. This request is for preliminary engineering and permit support only. Additional funding will be required in the future for complete plans, specifications and engineering.

FISCAL CONSIDERATIONS

This is a non-budgeted item in fiscal year 2006. However, it is anticipated that funding in the 2007 Budget will exist to fund this expenditure.

RECOMMENDATION

I recommend that Council authorize the consultant services contract with Anchor Environmental, LLC for the amount not to exceed Forty-six Thousand Two Hundred Five Dollars (\$46,205.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ANCHOR ENVIRONMENTAL, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Anchor Environmental, LLC, a limited liability corporation organized under the laws of the State of Washington, located and doing business at 1423 Third Avenue, Suite 300, Seattle, Washington 98101 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the redevelopment of Eddon Boat Park to include the environmental permitting for the removal and replacement of the existing dock and marine railways and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated December 5, 2006 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, 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 Forty-six Thousand Two Hundred Five Dollars (\$46,205.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. 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 June 30, 2007; 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 and Cost 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.

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

D. 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.

E. 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.

F. 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.

G. 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 and the City shall determine the term or provision's true intent or meaning. The City Engineer 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's 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
Anchor Environmental, LLC
Attn: David Templeton, Partner
1423 Third Avenue, Suite 300
Seattle, Washington 98101
(206) 287-9131

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
By: *[Signature]*
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Anchor Environmental, LLC
Attn: David Templeton, Partner
1423 Third Avenue, Suite 300
Seattle, Washington 98101
(206) 287-9131

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____



Anchor Environmental, L.L.C.
1423 3rd Avenue, Suite 300
Seattle, Washington 98101
Phone 206.287.9130
Fax 206.287.9131

December 5, 2006

Mr. Bud Whitaker
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

**Re: Exhibit A – Scope of Work
Eddon Boat Park – Project Management
Dock and Marine Railway Replacement**

Dear Mr. Whitaker:

At the request of the City of Gig Harbor (City), Anchor Environmental, L.L.C. (Anchor) has prepared the following scope to provide engineering support services for park development at the Eddon Boat Property through June 2007.

This scope of work includes park development project management, Department of Ecology (Ecology) grants for upland work, and providing professional support to the City to coordinate ultimate use of the boatyards. As part of this scope of work, Anchor's subcontractor, KPFF Consulting Engineers (KPFF), will provide concept level engineering services required for coordination of the dock and marine railway replacement. These tasks are described in detail in Attachment A – Scope of Services, Fees, and Schedule.

This budget accommodates for approximately 2 hours per week for the Project Manager, 2 hours per week for a Project Assistant, and mileage for participation in one on-site meeting. This budget also includes costs incurred by KPFF, with a standard Anchor subcontractor 10 percent markup. The estimated cost for these tasks is outlined in Table 1, and described in detail in Table 2.

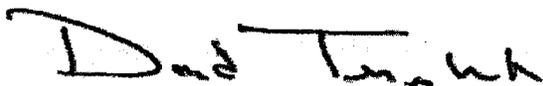
Table 1
Budget Summary

Task	Description	Cost Estimate	Estimated Start Date
1	Anchor Project Management and Professional Support	\$13,760.00	December 2006
2	KPFF Conceptual Engineering Documents, Project Management and Travel	\$29,495.00	December 2006
	10 percent markup	\$2,950.00	
	Total	\$46,205.00	

If this Scope of Work meets the City's needs, we will assume that the City will prepare the necessary contract. We propose to perform these tasks on a time and material and not to exceed basis. If the project conditions change outside the assumptions discussed above, Anchor will work with you to re-scope the necessary project elements.

Please feel free to contact me at (206) 903-3312 if you have any questions or would like additional information on this scope of work.

Sincerely,



David Templeton

Partner

Anchor Environmental, L.L.C.

cc: Steve Misiurak, City of Gig Harbor
Bill Joyce, Salter, Joyce, Ziker, PLLC

Attachment A: Scope of Services, Fees, and Schedule

Eddon Boat Park Pier & Marine Railway Replacement

Attachment A

Scope of Services, Fees, and Schedule

Scope of Services:

To assist the City of Gig Harbor in the redevelopment of the Eddon Boat Park, KPFF will provide the engineering and design services required for the submission of environmental permit applications for the removal and replacement of the existing pier and marine railways. Anchor Environmental will prepare and submit a comprehensive permit application package which will cover the pier and marine railways in addition to the remediation of contaminated sediments in the vicinity.

The project will start with a kick-off meeting and initial site reconnaissance with project team members from the City of Gig Harbor and Anchor Environmental. At the kick-off meeting, the design criteria for the pier and marine railways will be finalized, including pier width and loads. Based on the initial reconnaissance and the limited bathymetric and geotechnical data available, concepts will be developed for the new pier and marine railways. The concepts will be presented to City Staff for review and comment. Once the City's comments have been received, permit drawings will be prepared for inclusion with the environmental permit applications.

The development of a final design and a plans, specifications and estimate package will be completed under future tasking.

Task 1: Project Management. This task includes participation in client and project team meetings as well as time spent on-site. Meetings and site visits will be combined to minimize travel costs. Three trips to Gig Harbor are included in the budget: kick-off meeting and site reconnaissance; presentation and discussion of concepts; and presentation of draft final permit drawings. Deliverables will be meeting notes and field reports.

Task 2: Engineering. Conceptual level engineering documents will be developed to support the submittal of environmental permits by Anchor Environmental as they relate to demolition of the existing pier and marine railways and construction of a new pier and marine railways. To expedite the concept design effort, a requirement to use vibration-driven steel piles will be assumed. Deliverables will include the following:

- 1) 11 x 17 Concept sketches for a new pier and marine railways
- 2) 11 x 17 Demolition drawing for the existing pier and marine railways
- 3) 8.5 x 11 Permit drawings for the new pier and marine railways for submittal to the U.S. Army Corps of Engineers as part of the environmental permit application

The demolition and permit drawings will be provided in AutoCAD and hard copy format. The budget provides for two review and revision cycles.

Task 3: Cost Estimating. Project cost estimates will be developed for the concepts approved by the City. The cost estimates will include construction, engineering, and permitting. The deliverable will be a cost estimate report.

Task 4: Public Meetings. The KPFF Project Manager and Project Engineer will be available to attend up to 2 public meetings in Gig Harbor. The first meeting will be design charette attended by the primary project stakeholders, including the City, Friends of the Eddon Boat Yard, and the future tenant. For this charette, KPFF will prepare graphics showing pier replacement concepts for discussion. The second meeting will be a public meeting at which all elements of the Eddon Boat Park project will be presented, including the buildings, grounds, and remediation as well as the pier and marine railways. For the second meeting, KPFF will prepare presentation materials related to the pier and marine railways only.

Fees:

A detailed fee estimate is attached. This fee includes all reimbursable costs. Fees will be paid on a time and materials basis.

Schedule:

- Notice to Proceed 12/13/06
- Kick-off Meeting week of 12/18/06
- Design charette week of 1/8/07
- Complete environmental permitting design documents week of 1/22/07
- Public meeting week of 2/12/07
- Complete above scope of work 2/28/07

**ENGINEERING COST ESTIMATE: City of Gig Harbor
Eddon Boat Park Dock and Marine Railway Replacement
Exhibit B**

KPFF ESTIMATE							
Item	SCOPE OF WORK	Category and Hours					Fee Totals
		Principal	PM	Prof Engr	Design Engr	CAD	
1.0	Project Management	\$160.00	\$135.00	\$130.00	\$90.00	\$78.00	\$94.00
	Project Administration and Coordination		4	1			7
	Project Meetings and Meeting Notes		6	6			
	Field Management and Field Reports		2	7			
	QA/QC	4	2				
							\$0
	Subtotals:	4	14	14	0	0	7
2.0	Engineering						
	Site Visit (one)		8	8			
	Conceptual Level Engineering and Analysis	1	2	24	8		
	Demolition Concept		2	16	8		
	Railway Framing Plan Concept	1	2	24	8		
	Permit Drawings		2	6	24	38	
							\$0
	Subtotals:	2	16	78	48	38	0
3.0	Cost Estimates						
	Preliminary Cost Estimates	1	2	4	8		
							\$0
							\$0
							\$0
	Subtotals:	1	2	4	8	0	0
4.0	Public Meetings						
	Public Meetings (2)		8	8		8	
							\$2,744
							\$0
	Subtotals:	0	8	8	0	8	0
	LABOR TOTALS:	7	40	104	56	46	7
ODC	Other Direct Costs						
	Description				Qty	Unit	Cost
	Mileage (Round Trip Seattle/Gig Harbor = 95)				380	EA	\$0.445
							\$169
							\$0
							\$0
							\$0
							\$0
							\$0
	EXPENSE TOTAL:						\$169

KPFF TOTAL COST ESTIMATE: \$29,495



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: AGREEMENT FOR PERMIT FEE CREDIT – OLYMPIC PROPERTY GROUP FOR HARBOR HILL DEVELOPMENT PROJECT
DATE: DECEMBER 11, 2006

INTRODUCTION/BACKGROUND

At the request of the city, various intersection improvements and enhancements were completed at the intersection of Borgen Boulevard and Peacock Hill Avenue as part of the Olympic Property Group's (OPG) Harbor Hill development project. The city is granting a Permit Fee Credit to OPG for construction work performed at this intersection. The work was performed in April of 2006 and consisted of constructing an additional painted crosswalk on the north leg of Peacock Hill Avenue.

This Permit Fee Credit is in the amount of \$8,450.12 and will be credited to OPG against future fees charged by the city for any permit applied for by the OPG on or before ten years after the date of this agreement.

The Permit Fee Credit Agreement has been drafted and approved by Carol Morris, City Attorney.

Council approval of this agreement is requested.

FISCAL CONSIDERATIONS

Upon future application by OPG for permits, a credit in the amount not to exceed \$8,450.12 will be provided.

RECOMMENDATION

I recommend that the Council approve this agreement as presented.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS
SUBJECT: ASPHALT PATHWAY - CONTRACT AUTHORIZATION
DATE: DECEMBER 11, 2006

INTRODUCTION/BACKGROUND

The 2006 Park Operating budget provides for miscellaneous park improvements within city parks. One of the recommendations was to pave the existing gravel pathway from the City of Gig Harbor Civic Center to Grandview Forest Park and provide an asphalt pathway from the park to Grandview Street near the water tanks. Potential contractors were contacted in accordance with the City's Small Works Roster Process (Resolution No. 592). Three contractors responded with the following price quotation proposals, including Washington state sales tax:

Maplewood Construction Inc.	\$ 3,851.75
AA Asphaltting Inc.	\$ 4,993.92
Northwest Asphalt Paving Inc.	\$ 6,120.00

Based on the price quotation proposals received, the lowest price quotation received was from Maplewood Construction Inc. in the amount of Three Thousand Eight Hundred Fifty-one Dollars and Seventy-five Cents (\$3,851.75) plus Washington state sales tax.

It is anticipated that the work will be completed within seven weeks after contract award, weather permitting.

FISCAL CONSIDERATIONS

This project was not anticipated in the adopted 2006 Budget. However sufficient funds are available in the 2006 Park operating budget.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for the Asphalt Pathway to Maplewood Construction Inc., as the lowest responsible respondent, for their price quotation proposal amount of Three Thousand Eight Hundred Fifty-one Dollars and Seventy-five Cents (\$3,851.75) plus Washington state sales tax.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND
MAPLEWOOD CONSTRUCTION, INC.**

THIS AGREEMENT, is made this _____ day of _____, 200_____, by and between the City of Gig Harbor (hereinafter the "City"), and Maplewood Construction, Inc. a Washington corporation, located and doing business at 9511-B 54th Avenue NW, Gig Harbor, WA 98335, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to pave existing gravel pathway between Gig Harbor Civic Center and Grandview Forest Park and the existing pathway between Grandview Street and Grandview Forest Park. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of three thousand eight hundred fifty-one and 75 cents (\$3,851.75), including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before January 31, 2007. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

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

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

VII. Termination.

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

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

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

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

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

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

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

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

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

X. Insurance.

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

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

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

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

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

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

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

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

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

Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

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

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

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

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

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

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

By: 
Its Pres

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Maplewood Construction, Inc. Attn: Roy Ward 9511-B 54 th Avenue NW Gig Harbor, WA 98335 (253) 858-2991	City of Gig Harbor Attn: David Brereton Director of Operations 3510 Grandview Street Gig Harbor, Washington 98335 (253) 851-6170
---	---

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

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

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

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

DATED: _____

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



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISURAK, CITY ENGINEER, P.E.
SUBJECT: OLYMPIC/56TH TRANSPORTATION IMPROVEMENT BOARD \$3.2M
GRANT AWARD AND FUEL TAX GRANT DISTRIBUTION
AGREEMENT
DATE: DECEMBER 11, 2006

BACKGROUND/INFORMATION

The Washington State Transportation Improvement Board has awarded a grant for the Olympic/56th Roadway Improvement project in the amount of \$3.2M. The City was one of twenty other projects selected Statewide for funding and was one of nine others funded within the Puget Sound region.

Improvements to this corridor include pedestrian and bicycle facilities in an effort to reduce congestion by widening the existing 3-lane facility to a 5-lane facility. These improvements will increase capacity and provide adequate level of service (LOS). In addition, the project will include the construction of 2 new fully activated traffic signals with inter-connection to existing signals at 38th Avenue and Pt. Fosdick Drive, which will allow regulated traffic flow to SR-16. The signals will enhance safety, improve pedestrian mobility, increase access to transit and improve the LOS to B.

This Grant procurement is an outstanding example of a long list of past and continued accomplishments of the City's Engineering staff. It represents the dedication and hard work of all the Engineering staff members of which I am very honored and privileged to work with.

The City Attorney has been given a copy of the agreement for review.

RECOMMENDATION

I recommend that the Council authorize the Mayor to sign the Fuel Tax Distribution Agreement and Project Funding Status form as presented.



Washington State Transportation Improvement Board

TIB Members

Commissioner Leo Bowman
Chair, Benton County

Councilmember Jeanne Burbidge
Vice Chair, City of Federal Way

Todd Coleman, P.E.
Port of Vancouver

Ms. Kathleen Davis
WSDOT

Mr. Mark Freiburger, P.E.
City of Colville

Councilmember William Ganley
City of Battle Ground

Councilmember Calvin Goings
Pierce County

Ms. Paula Hammond, P.E.
WSDOT

Ms. Doreen Marchione
Hopelink

Councilmember Neil McClure
City of Yakima

Mr. Dick McKinley
City of Bellingham

Mr. Dave Nelson
Grant County

Commissioner Greg Partch
Whitman County

Mrs. Robin Rettew
Office of Financial Management

Mr. David Stahlheim
City of Wenatchee

Ms. Heidi Stamm
HS Public Affairs

Mr. Harold Taniguchi
King County Metro Transit

Mr. Steve Thomsen
Snohomish County

Mr. Jay Weber
County Road Administration Board

Mr. Ralph Wessels, P.E.
Bicycle Alliance of Washington

November 20, 2006

RECEIVED

DEC 06 2006

CITY OF GIG HARBOR
OPER. & ENGINEERING

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

Dear Mr. Misiurak:

Congratulations! We are pleased to announce the selection of your project, 56th Street/Olympic Drive NW, 38th Ave NW to Point Fosdick Dr NW, TIB project number 8-1-127(006)-1. The total TIB contribution for this project is \$3,217,000.

Before any work is allowed on this project, you must:

- Verify the information on the FY 2007 Program Funding Status form, revise if necessary, and sign;
- Submit the section of your adopted Six-Year Transportation Improvement Plan listing this project;
- Sign both copies of the Fuel Tax Agreement;
- Return the above items to TIB;
- You may begin work **only** after you receive notification from TIB.

If you have questions, please contact Mike Polodna, TIB Project Engineer, at (360) 586-1153 or e-mail MikeP@TIB.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosure

Mr. Stevan Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov



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Transportation Improvement Board

TIB FY2008 Urban Arterial Program (UAP)

[Back to Map](#)

UAP - Puget Sound Region

Agency City of Gig Harbor Legislative District 26
 Project Name 56th Street and Olympic Drive NW Project Length 0.6
 38th Ave NW to Point Fosdick Dr NW Average Daily Traffic 17,700
 TIB Award Amount \$3,217,000 TIB Participation 63.9%

Proposed Improvements

Existing Project Conditions
 The existing two-lane roadway widens at Point Fosdick Drive to include a center turn lane. There are intermittent sidewalks, uncontrolled access, and an inadequate drainage on the route.

Summary of Improvements
 Relieves congestion
 Improves safety
 Provides for commercial growth

Description of Improvements
 The project widens the roadway to provide four through lanes and a two-way left-turn lane, with bike lanes, curbs, gutters, and sidewalks on both sides.

Project Rating

	Safety	Mobility	Pavement Condition	Moile Access	Local Support	Total Points
Maximum Points	50	20	15	10	5	100
This Project	37	14	7	6	5	69

Project Funding

	TIB funds	Local Funds (csl)	Local Matching Ratio
Design	0	230,000	36.1%
Right of Way	0	100,000	
Construction	3,217,000	1,488,000	
Project Totals	3,217,000	1,818,000	10%



Washington State Transportation Improvement Board
Fuel Tax Grant Distribution Agreement

LEAD AGENCY:	GIG HARBOR
PROJECT NUMBER:	8-1-127(006)-1
PROJECT TITLE:	56th Street/Olympic Drive NW
PROJECT TERMINI:	38th Ave NW to Point Fosdick Dr NW

1.0 PURPOSE

The Washington State Transportation Improvement Board (hereinafter referred to as "TIB") hereby grants funds for the project specified in the attached documents, and as may be subsequently amended, subject to the terms contained herein. It is the intent of the parties, TIB and the grant recipient, that this Agreement shall govern the use and distribution of the grant funds through all phases of the project. Accordingly, the project specific information shall be contained in the attachments hereto and incorporated herein, as the project progresses through each phase.

This Agreement, together with the attachments hereto, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the parties and supercedes all previous written or oral agreements between the parties.

2.0 PARTIES TO AGREEMENT

The parties to this Agreement are TIB, or its successor, and the grant recipient, or its successor, as specified in the attachments.

3.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through completion of each phase of the project, unless terminated sooner as provided herein.

4.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5.0 ASSIGNMENT

The grant recipient shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The grant recipient is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the grant recipient's other rights under this Agreement.

6.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.



7.0 TERMINATION

7.1 UNILATERAL TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

7.2 TERMINATION BY MUTUAL AGREEMENT

Either party may terminate this contract in whole or in part, at any time, by mutual agreement with a 30 calendar day written notice from one party to the other.

7.3 TERMINATION FOR CAUSE

In the event TIB determines the grant recipient has failed to comply with the conditions of this Agreement in a timely manner, TIB has the right to suspend or terminate this Agreement. TIB shall notify the grant recipient in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Agreement may be terminated. TIB reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the grant recipient from incurring additional obligations of funds during the investigation of the alleged compliance breach and pending corrective action by the grant recipient or a decision by TIB to terminate the Agreement. The grant recipient shall be liable for damages as authorized by law including, but not limited to, repayment of misused grant funds. The termination shall be deemed to be a Termination for Convenience if it is determined that the grant recipient: (1) was not at fault, or (2) failure to perform was outside of the grant recipient's control, fault or negligence. The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

7.4 TERMINATION FOR CONVENIENCE

TIB may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part, because federal or state funds are no longer available for the purpose of meeting TIB's obligations, or for any reason. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

7.5 TERMINATION PROCEDURE

Upon receipt of notice of termination, the grant recipient shall stop work and/or take such action as may be directed by TIB.



Washington State Transportation Improvement Board
Fuel Tax Grant Distribution Agreement

8.0 AVAILABILITY OF TIB FUNDS

The availability of Transportation Improvement Board funds is a function of Motor Vehicle Fuel Tax collections and existing contractual obligations. The local agency shall submit timely progress billings as project costs are incurred to enable accurate budgeting and fund management. Failure to submit timely progress billings may result in delayed payments or the establishment of a payment schedule.

9.0 ATTACHMENTS

Attachments are incorporated into this agreement with subsequent amendments as needed.

Approved as to Form
This 14th Day of February, 2003
Rob McKenna
Attorney General

By:

Signature on file

Elizabeth Lagerberg
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor

Date

Executive Director

Date

Mayor Charles L. Hunter
Print Name

Print Name



Transportation Improvement Board
Project Funding Status Form

Agency: **GIG HARBOR**

TIB Project Number: **8-1-127(006)-1**

Project Name: 56th Street/Olympic Drive NW
 38th Ave NW to Point Fosdick Dr NW

Verify the information below and revise if necessary.

Return to:
 Transportation Improvement Board
 PO Box 40901
 Olympia, WA 98504-0901

PROJECT SCHEDULE

	Date Shown on Application	Revised Dates
Construction Approval Date		
Contract Bid Award	Apr 2007	JUNE 2007
Contract Completion	Oct 2007	MAY 2008

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GIG HARBOR	730,000	
WSDOT	0	
Federal Funds	0	
Traffic Mitigation Fees	600,000	
Les Schwab	78,000	
Rush Development	410,000	
TOTAL LOCAL FUNDS	1,818,000	

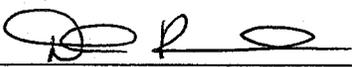
Both agency officials must sign the form before returning it to the TIB office.

Mayor or Public Works Director

 Signature
 Charles L. Hunter
 Printed or Typed Name

 Date
 Mayor, City of Gig Harbor
 Title

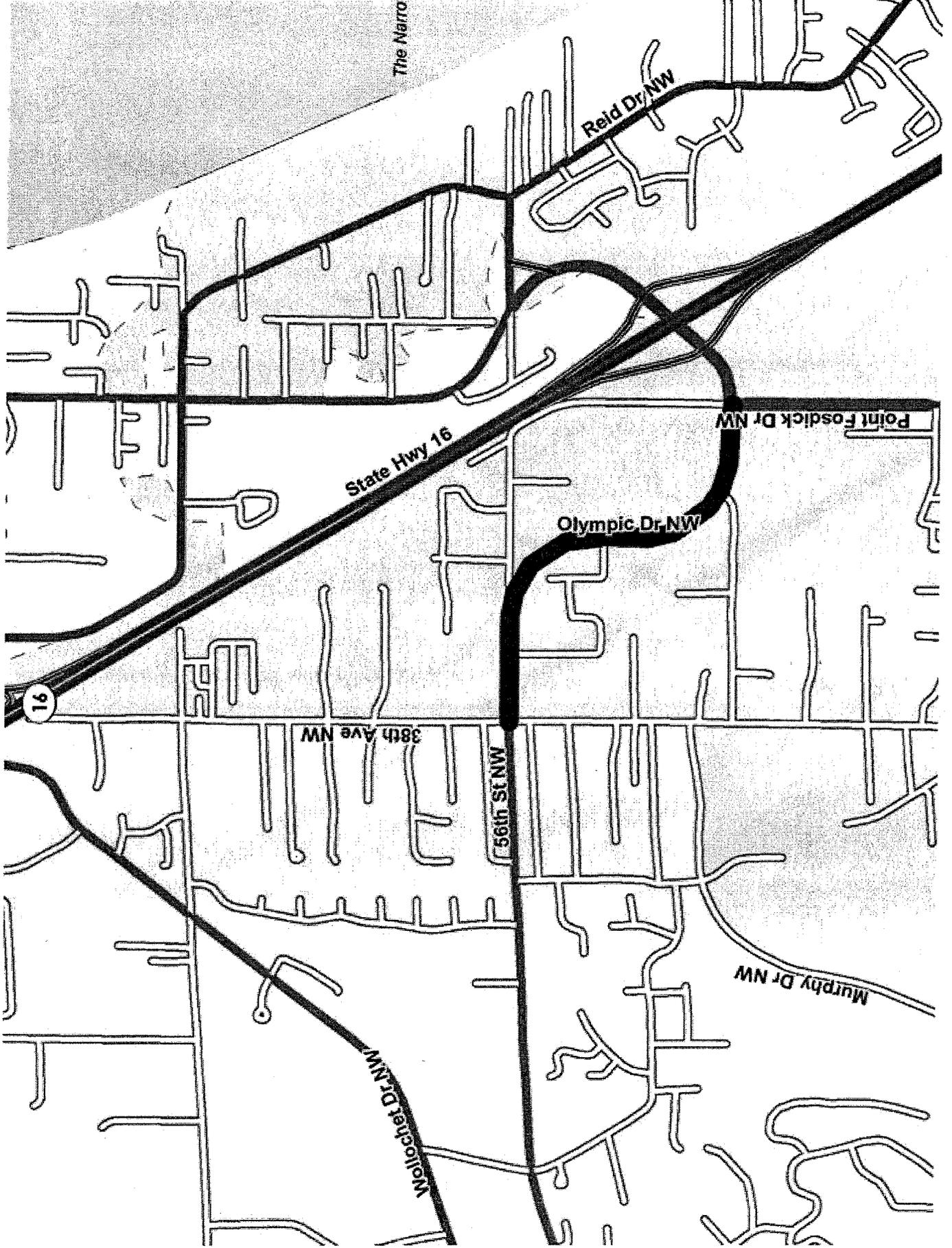
Financial Officer



 Signature
 David Rodenbach
 Printed or Typed Name

12/7/06

 Date
 Finance Director
 Title





"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: SKANSIE AVENUE NEAR NEEL COURT RE-STRIPING TURN POCKET PROJECT
– BID AWARD
DATE: DECEMEBR 11, 2006

INTRODUCTION/BACKGROUND

Re-striping of a turn pocket on Skansie Avenue in the vicinity of Neel Court is necessary to address a safety concern observed by City Engineering staff. In accordance with the City's Small Works Roster Process (Resolution No. 592), three roadway striping contractors were contacted for price quotations. Three contractors responded with the following price quotation proposals:

Road Runner Striping Inc.	\$ 1,500.00
Apply-A-Line, Inc.	\$ 2,475.00
Stripe Rite, Inc.	\$ 2,969.25

Based on the price quotation proposals received, the lowest price quotation received was from Road Runner Striping, Inc. in the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00), including retail sales tax.

It is anticipated that the work will be completed within five weeks after contract award, weather permitting.

FISCAL CONSIDERATIONS

This work was not anticipated in the adopted 2006 Budget, however sufficient funds are available in the Street Operating General Fund.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for re-striping the turn pocket on Skansie near Neel Court to Road Runner Striping, Inc., as the lowest responsible respondent, for their price quotation proposal amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00), including retail sales tax.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND
ROAD RUNNER STRIPING, INC.**

THIS AGREEMENT, is made this _____ day of _____, 2006, by and between the City of Gig Harbor (hereinafter the "City"), and Road Runner Striping, Inc., a Washington corporation, doing business at 10611 Canyon Road East, Suite #122, Puyallup, Washington 98373, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the removal and installation of roadway striping along Skansie Avenue between Neel Court and Rosedale Street, as shown in the drawing entitled "Skansie Avenue Striping Project". The Contractor shall supply all labor, materials and traffic control. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of One Thousand Five Dollars and zero cents (\$1,500.00), including sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before January 15, 2007. The Contractor shall take no more than two working days to complete this work. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

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

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects under \$35,000, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

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

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

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

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

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

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

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

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

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

X. Insurance.

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

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

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

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

D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured

endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.

- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

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

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

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

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

XIII. Work Performed at the Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protection

necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

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

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

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

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

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

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

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

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

ROAD RUNNER STRIPING, INC.

By: 
Its PRESIDENT

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Road Runner Striping, Inc.
Attn: Rob Middling
10611 Canyon Road East, Suite #122
Puyallup, Washington 98373
(253) 535-5153

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

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____

My appointment expires: _____

ROAD RUNNER STRIPING, Inc.

Striping & Curbing

10611 Canyon Road East Suite #122
Puyallup, WA 98373

OFFICE - PHONE: 253-535-5153
OFFICE - FAX: 253-535-6608

Revised PROPOSAL

DATE: December 7, 2006 Revised
ATTN.: **JAMIE - Jeff Olsen**
COMPANY: City Of Gig Harbor
PHONE: 253-851-6170
FAX: 253-853-7597
PROJECT: Skansie Ave Striping

ADDITIONAL CONTACT INFORMATION:
EMAIL: roadrunnerstriping@earthlink.net
ESTIMATOR: **ROB MIDDLEING**
253-255-2628
OPERATIONS MGR: **SCOTT HOEFLING**
253-255-2624
PRESIDENT: **EBEN ERICKSON**
253-255-2629

SPECIFICATIONS

QTY	DESCRIPTION	UNIT PRICE	TOTAL
280 LF	Double Yellow Striping	\$1.50	\$420.00
180 LF	Striping Removal	\$2.00	\$360.00
1 EA	Thermoplastic Left Turn Arrow	\$200.00	\$200.00
1 EA	Traffic Control	\$388.00	\$388.00
	Sales Tax 8.8%		\$132.00

Total Bid: \$1,500.00

Qualifications

Proposal is good for 30 days

Proposal includes only items and quantities listed.

Proposals under \$1000.00 shall be conducted as purchase orders or short form contracts; if complete contract is needed an additional \$500.00 will be added to contract bid amount.

Proposal excludes traffic control

ACCEPTANCE:

DATED: _____



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
 FROM: CHIEF OF POLICE MIKE DAVIS
 SUBJECT: GHPD MONTHLY REPORT FOR NOVEMBER 2006
 DATE: DECEMBER 11, 2006

DEPARTMENTAL ACTIVITIES

November 2006 YTD **calls for service** when compared to November 2005 YTD **calls for service** show an increase of 543 dispatched calls. During this timeframe we have also seen 143 more **reports written** by our officers. **DUI arrests** are down by 13. Even though our infractions are down by 173 this year, our criminal traffic citations are up by 23. Statistics show our November 2006 YTD **traffic accidents** have increased by 16 accidents when compared to November 2005 YTD. November 2006 YTD statistics indicate our **misdemeanor arrests** are down by four and our **felony arrests** are up by 14 arrests when compared to the same time period in 2005.

Category	November 2006					
	November 2005	November 2006	Change	YTD 2005	YTD 2006	Change
Calls for Service	351	447	96	4483	5026	543
General Reports	163	153	-10	1504	1647	143
Criminal Traffic	13	10	-3	93	116	23
Infractions	120	58	-62	1095	922	-173
Criminal Citations	13	15	2	93	107	14
Warrant Arrests	8	4	-4	93	74	-19
Traffic Reports	22	26	4	162	178	16
DUI Arrests	2	2	0	54	41	-13
Misdemeanor Arrests	32	23	-9	319	315	-4
Felony Arrests	6	2	-4	88	102	14
FIR's	0	3	3	13	12	-1

Attached you will find several graphs that track 2006 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress through 2006 (remember some of the graphs contain cumulative numbers).

The Reserve Unit provided 105 hours of volunteer time this last month assisting our regular officers. Reserve coordinator Mike Cabacungan recently conducted a recruitment oral board for additional reserves. We have selected three individuals to proceed into the background investigation phase of the process. The next reserve academy is scheduled for January 2007.

The COPS (Citizens on Patrol) Volunteer Ken McCray provided 3 hours of volunteer time in November. We are scheduling Ken to receive training in overseeing handicapped parking violations. We have recently seen an increase in reported violations probably due to inclement weather.

The Marine Services Unit was inactive during the month of November.

The Gig Harbor Police Explorer Unit completed two training meetings during the month of November. During the first meeting they were briefed on Field Interview Reports (FIRs) and how to obtain basic information from people who have varying levels of cooperation. The Explorers were dispatched to contact a subject (actor who was given a role) and were tasked with obtaining the person's basic information. During the second meeting of the month our Explorers went over routine traffic stops learning about radio procedures, traffic laws, and officer safety issues.

The unit provided assistance with Tide Fest, which was held on December 1st and 2nd. The unit is also preparing for the Winter Academy scheduled for December 26th through the 31st, which will be held at the Yakima Firing Center in Yakima.

Training meeting	6 Explorers x 2 hours	12 hours
Training meeting	8 Explorers x 2 hours	16 hours
Total Explorer Hours		28 Hours

TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY 2006

	Teens (15-18)	Young Adult (19-25)	Adult (26-50)	Seniors (51 over)
January	3	4	7	4
February	1	7	5	6
March	5	4	7	1
April	2	2	5	7
May	3	3	8	5
June	3	2	6	1
July	5	7	3	5
August	3	1	4	6
September	1	3	7	5
October	6	3	4	3
November	4	5	5	9
YTD	36	41	61	52

TRAFFIC ACCIDENTS FOR NOVEMBER 2006					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
11/2/2006	14:15	4910 Pt. Fosdick Dr.	P-Lot	GH061356	57
11/5/2006	9:55	Pioneer Way & Stinson Ave.	INJ	GH061365	52
11/7/2006	13:05	5010 Pt. Fosdick Dr.	NON	GH061376	66
11/8/2006	19:55	4700 Pt. Fosdick Dr.	NON	GH061387	16
11/10/2006	13:10	5100 Olympic Dr.	NON	GH061396	80
11/10/2006	20:57	5610 Reid Rd.	INJ	GH061399	47
11/11/2006	1:25	5000 Olympic Dr.	INJ	GH061400	25
11/12/2006	14:20	5100 Olympic Dr.	NON	GH061408	68
11/14/2006	8:40	Pioneer Way & Stinson Ave.	NON	GH061417	24
11/15/2006	14:30	56th St. & 38th Ave.	NON	GH061429	17
11/17/2006	15:07	Borgen Blvd. & Burnham Dr.	R/A-NON	GH061438	19
11/20/2006	12:07	36th St. NW & 26th Ave. Ct.	NON	GH061448	17
11/21/2006	13:55	Harborview Dr & Stinson Ave.	NON	GH061453	61
11/21/2006	14:01	Harborview Dr & Stinson Ave.	NON	GH061454	24
11/24/2006	15:15	Burnham Dr. & Borgen Blvd.	R/A-NON	GH061468	58
11/24/2006	21:15	3226 Harborview Dr.	H&R - P-Lot	GH061469	N/A
11/25/2006	13:35	Borgen Blvd. & 51st Ave. NW	NON	GH061472	72
11/27/2006	20:10	7400 Soundview Dr.	H&R	GH061485	44
11/28/2006	9:00	Olympic Dr. & Pt. Fosdick Dr.	INJ	GH061486	29
11/28/2006	10:50	56th St. & Olympic Dr.	NON	GH061487	17
11/28/2006	13:10	3900 Rosedale St.	NON	GH061488	27
11/29/2006	8:05	Burnham & Borgen	R/A-NON	GH061492	28
11/29/2006	14:08	56th St. & 38th Ave.	NON	GH061493	24

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

- November 1st: During the nighttime hours, thieves entered a storage shed at a local construction site by prying open the shed door. The thieves then made off with over \$1300.00 in power tools. There are no suspects at this time. Case # 061349
- November 1st: A 35-year-old male reported that he was punched in the face by the husband of his ex-wife. The assault occurred at approximately 8:00 pm during a child (custody) exchange. After the incident, the suspect and the ex-wife left the scene and suspect has yet to be located. The case is under investigation. Case # 061352
- November 2nd: A 53-year-old female was arrested for breaking a neighbor's window while pounding on it with her hand. The female was extremely intoxicated and later transported to a detox center by the arresting officer. Case # 061354
- November 4th: At midnight, officers responded to a domestic violence call at a local residence. Upon arrival, they contacted a 47-year-old female that showed redness and scratches around her neck. The female reported that her 52-year-old husband

was intoxicated and pushed her down and then slammed her head into a wall. He also threw their phone into the garage when she attempted to call 911. The husband left prior to the officer's arrival and could not be located. On November 5th, the husband turned himself into police and was arrested for Assault (DV).
Case # 061362

- November 4th: A local construction company reported the theft of a large amount of copper wire from a new housing development. The suspects removed the wire that had already been installed for street lights. The theft occurred during the night time hours. Case # 061366
- November 5th: Following a traffic stop at about 8:45 pm, a 28-year-old male was arrested for an active arrest warrant for domestic violence. During a search of his vehicle, a small amount of marijuana was located. A check of a 29-year-old male passenger also produced an active arrest warrant for domestic violence. The passenger was found to have marijuana in his shirt pocket. Both subjects were taken into custody and booked into jail. Case # 061373
- November 5th: Several vehicle prowls occurred during the afternoon hours in the parking lot of the Tacoma Community College and a local church. The break-ins appear to be related and all involved smashing windows and taking purses. There are no suspects at this time. Cases # 061367– 061372

Other reported incidents during the first week of November included:

- 2 Non Injury Accidents
- 1 Injury Accident
- 1 Hit & Run Accident
- November 6th: At approximately 9:30 am, a 19-year-old female reported that she and her boyfriend were dining in a local fast food restaurant. A short time after they finished their meal and left the restaurant, the female realized that she did not have her wallet. When they returned to the restaurant, an employee returned the wallet saying that it had been found on a counter. The problem was that \$60.00 was missing. Follow-up with employees is continuing and the case is under investigation. Case # 061375
- November 7th: A 20-year-old female reported that she was walking along the side of the road near her apartment complex at approximately 1:30 in the morning. As she was walking, a dark colored 2-door sedan pulled along side of her and the male passenger reached out and grabbed her arm. While grabbing her, the passenger said "we will give you a ride." The female broke free and ran to her apartment where she called the police. The female was uninjured and there are no suspects in the case. Case # 061381

- November 8th: A local grocery store reported that during the afternoon or night time hours, someone cut and stole a very large power cable that powered an outdoor freezer. The cable was made of 8-gauge copper wire and was valued at \$1000.00. There are no suspects. Case # 061384
- November 8th: A 66-year-old female reported that sometime over a 3-day period, someone entered her house by unknown means and stole miscellaneous items such as place mats, dishes and photographs. The strange thing was that the perpetrators left several pieces of take-out pizza in the victim's freezer, which the victim decided to eat! Case # 061386
- November 8th: During a traffic stop at 2:07 in the morning, Sgt. Dougil smelled the strong scent of marijuana coming from the inside of the stopped vehicle. The 30-year-old male was placed under arrest for possession of marijuana and a search of the vehicle produced two small buds of marijuana and a digital scale commonly used in the sale of marijuana. Case # 061390
- November 9th: At 3:25 pm, a 15-year-old male was arrested for attempting to steal two decks of cards and a set of dice from a local grocery store. Store security observed the suspect placing the items in his back pocket and then watched him attempt to walk out of the store. Because the suspect's parents could not be located, he was booked into Remann Hall.
- November 10th: At 3:57 in the morning, Sgt. Busey responded to a possible domestic violence at a local apartment complex. Neighbors had called 911 saying they could hear yelling and items being slammed around in the apartment. When Sgt. Busey arrived, he could hear males arguing inside and one of the males say "that's domestic violence right there, you are so through." Sgt. Busey knocked and announced his presence several times. The apartment became quiet and no one would answer the door. After several warnings to open the door, Sgt. Busey kicked the door in. Once inside, Sgt. Busey found one of the male subjects pacing back and forth about 10' from the door. The other male was in the shower. The males told Sgt. Busey that they have been "domestic partners" for about six years and were just arguing. When asked why they didn't answer the door, they said that they thought it was a neighbor "playing a joke." No arrests were made. Case # 061395
- November 10th: At 3:30 pm, a 19-year-old male called the police reporting that he had just been beaten up by an acquaintance at a local coffee shop. Police investigated the incident and later arrested a 17-year-old male for the assault. The suspect claimed that the victim had stolen property from him and that the victim had actually provoked the fight. The case is still under investigation and the suspect was released to his father. Case # 061397
- November 10th: At approximately 9:00 pm, Officer Garcia was dispatched to the scene of a one-car injury accident. Upon arriving at the scene, Officer Garcia

determined that the vehicle had been driving down the wrong side of the road and hit a telephone pole knocking the pole onto the roadway. The 47-year-old female was being treated by medics when Officer Garcia contacted her. Officer Garcia immediately smelled a strong odor of alcohol and the female admitted to the medics that she had been drinking. Due to possible neck & back injuries, medics conducted a DUI blood draw at the scene prior to transporting the female to the hospital. DUI charges are pending. Case # 061399

- November 11th: About four hours after investigating that collision, Officer Garcia was dispatched to another injury accident. This one involved two vehicles. Officer Garcia quickly determined that the 25-year-old male driver responsible for this collision was also intoxicated. The male was staggering as he walked and had a strong odor of alcohol. The male refused field sobriety tests and was taken into custody for DUI. He later blew a .180 & .184 on the BAC machine. The female driver of the other vehicle was treated and released at the scene for a wrist injury. Case # 061400
- November 11th: A 19-year-old male reported that someone smashed out the rear window of his pickup truck and keyed both sides. When Officer Jahn arrived to gather the information, the victim handed him a brand new 10 lb dumbbell that had been used to smash out the window. A Big-5 sticker was still on the dumbbell. On a hunch, Officer Jahn took the dumbbell to Big-5 and asked if they would possibly have the suspect purchasing the dumbbell on video tape. Sure enough, the tape clearly showed a young female purchasing the dumbbell earlier in the day. Officer Jahn then took a still photo of the transaction to the victim to see if he could recognize the suspect. The victim immediately recognized the suspect as a 19-year-old on-again, off-again girlfriend of his. Officer Jahn later contacted the suspect and she provided a full confession to the crime. **Nice job by Officer Ray Jahn!** Case # 061402
- November 12th: At 5:00 am, Officer Dahm checked a suspicious unoccupied vehicle in the parking lot of a local grocery store. It was discovered that the vehicle was a reported stolen car from Tacoma. The vehicle was impounded and the owner notified. Case # 061405
- November 12th: At 2:07 pm, Sgt. Busey responded to a domestic violence call at a local apartment complex. Upon arriving, he found a 16-year-old female and her mother arguing. The mother reported that her daughter had just pushed her into a wall in an attempt to leave the apartment. The daughter was acting hostile towards her mother and Sgt. Busey took her into custody for Assault (DV). Upon arriving at Remann Hall, the 16-year-old became hostile towards Sgt. Busey and struck him with her coat after taking it off. She also refused to remove her tongue stud for Remann Hall staff and was led away with the help of a couple of jailers. Case # 061407

- November 12th: A 6:30 pm, Sgt. Emmett was contacted by the father of a Gig Harbor High School student. The daughter had told him a few days before that she overheard a couple classmates talking about another student possibly bringing a gun to school. The daughter flew out of town for a sports event and the father forgot about the incident. Later, while talking to his daughter on the phone she asked if he had advised anyone of her concerns. The father now thought it would be a good idea to contact the police. Sgt. Emmett followed up with the information and was able to determine the identity of the possible suspect student. A meeting was held with the student and his father. It was learned that the student has been getting harassed by fellow students because of his religion and the comment he made had been blown out of proportion. The student and his father were advised to contact staff at GHHS to assist with the harassment complaint. Case # 061409

Other reported incidents during the second week of November included:

- 4 Non Injury Accidents
- 5 Vehicle Prowls
- November 13th: At approximately 11:06 am, a white or Hispanic male about 35-years-old entered a local bank wearing a black nylon stocking over his face. The male produced a black semi-automatic handgun and demanded money from the teller's cash drawers. The suspect then fled the bank on foot. No one was injured during the robbery and the case is currently under investigation. Case # 061411
- November 13th: While investigating a simple fender bender accident in a shopping center parking lot, Officer Garcia learned that the 42-year-old male driver that caused the accident was driving with a suspended driver's license. Officer Garcia also remembered from a previous contact that the male did not have any auto insurance. When asked for proof of insurance this time, the male produced a forged insurance card. The male was arrested for driving while suspended and providing false insurance information. Case # 061412
- November 14th: A local medical facility reported that sometime during a five day period, someone cut and removed a large copper cable that provided power to their MRI machine. The cable was outside in the rear of the building attached to a power trailer at the time of the theft. The replacement cost for the cable is \$2500.00. There are no suspects. Case # 061416
- November 15th: A 66-year-old female reported that she purchased a new "skill saw" from a local building supply store at about 6:00 pm in the evening. She pushed her cart just outside of the front doors and went to the parking lot to get her car. When she returned to the cart a few minutes later, her new "skill saw" was gone. There are no suspects. Case # 061423
- November 15th: At approximately 9:00 am, an officer responded to a 911 hang-up call from a local apartment complex. When the officer arrived, he found a 24-year-

old male in the parking lot screaming at his twin sister and mother. The officer learned that the male was bipolar and schizophrenic and had recently been drinking soda pop. The caffeine in the soda pop caused an adverse reaction to the male's medications. The male was subsequently provided a courtesy transport to a local hospital by the PCFD #5. Case # 061425

- November 15th: A 56-year-old male was arrested for attempting to steal a bottle of hair conditioner from a local drug store. The male told the arresting officer that he had "Post Traumatic Stress Syndrome" and did things without knowing what he was doing. The male was issued a criminal citation for theft and released. Case # 061428
- November 16th: A local resident reported that during the night time hours, someone stole her 1985 Toyota Camry from the parking lot of her apartment complex. This is the second mid 80's Toyota Camry stolen from the city in the past two weeks. The other Camry was recovered in Tacoma a few days ago in perfect shape. Case # 061432 & 061363
- November 16th: At about 11:00 pm, Officer Mike Allen stopped a vehicle for an equipment violation. Upon checking the 19-year-old male driver, Officer Allen learned that his driver's license was suspended. The driver was arrested and his vehicle searched incident to arrest. During the search Officer Allen located several containers of marijuana amounting to 33 grams. Officer Allen also discovered a digital scale and a marijuana pipe. The amount of marijuana, along with the scale and the driver being in possession of over \$400.00, led Officer Allen to believe that the male was selling marijuana. When questioned the male admitted that he has been selling marijuana for about six months to boost his income. The male was arrested for possession of a controlled substance with intent to deliver and his vehicle and cash were seized. Case # 061436
- November 18th: A 30-year-old male was arrested for attempting to steal \$44.00 worth of CDs from a local department store. The suspect was with his girlfriend and their two small children at the time of the theft. When asked why he was stealing the CDs, he replied that the two girls, ages two and five, like listening to "Rap" music and he did not have the money to buy the CDs. Case # 061444

Other reported incidents during the third week of November included:

- 3 - Non Injury Accidents
- 9 - Vehicle Prowls
- November 20th: the manager of a local shopping center contacted a tow company to remove an abandoned 1991 Toyota Camry off his property. The tow company in turn contacted the police department requesting information on the vehicle. A vehicle check determined that the Toyota had been stolen out of Kitsap County on

November 5th. Other than a damaged ignition, the Toyota was in good condition.
Case # 061450

- November 20th: At approximately 8:30 in the evening, officers were dispatched to contact a despondent 22-year-old female that had just attempted suicide. Upon arriving, officers spoke to the female's husband who reported that his wife had been sitting inside her car in the garage with the engine running. After several attempts, the husband was able to shut the car off and take the keys. The female admitted to having marital problems but denied attempting to kill herself. She told the officers that she was just "charging her cell phone." The officers were able to convince her to go with the paramedics for a mental health evaluation at a local hospital. Case # 061451
- November 20th: A 58-year-old male called the police department to report that someone had stolen and used his credit card at a local building supply store. The last time the victim remembered using the card was at the same store the week before. In fact, he was fairly certain that the clerk at the register did not return his card to him. With the help of the store's loss prevention team, the investigating officers were able to determine that the 19-year-old male store clerk had arranged with someone else to purchase a \$1400.00 generator from the store with the victim's credit card. When the store clerk was interviewed at the police department, he denied any involvement in the scam. The clerk was arrested based on probable cause from the officer's investigation and the truck he had driven to the police department was searched with the owner's permission. In the bed of the truck under a tarp was the newly purchased generator along with a jacket containing the victim's stolen credit card and a second stolen credit card from another store customer, or should I say store "victim." **Great job by Officers Cabacungan, Jahn, Chapman and Detective Douglas working closely with the loss prevention team from the store!** Case # 061457
- November 21st: Officers were dispatched to a local library to look for a possible 42-year-old male who was wanted on an active felony warrant for "failure to register as a sex offender." The officers caught the subject just as he was walking away from the library. When confronted, the male denied that he was the wanted subject and provided the officers with false identification. The male even went so far as to act as if he was talking to someone on his cell phone demanding that the person contact his attorney immediately so that he could "sue the city of Gig Harbor." The officers could see that the subject's cell phone was not even turned on while he was talking. The officers arrested the subject and were able to eventually produce a recent photograph of the suspect proving his identity. Case # 061459
- November 24th: A local pharmacy reported that someone pushed open an electric gate at their fenced in storage lot and stole approximately \$60.00 worth of gasoline from one of their delivery trucks. A surveillance video shows a pickup truck operating with no lights push the gate open and leave. The time of occurrence was approximately 7:30 pm. A couple of minutes later, a police car on patrol drives

past the lot, not aware of the break in. After the police car drives past, a male runs out of the gate in the opposite direction of the police car. The male then disappears out of camera range. The video was not clear enough to make out details of the suspect or the pickup truck. Case # 061466

- November 25th: A 44-year-old female was arrested for attempting to steal \$56.00 worth of clothing items from a local department store. The reporting officer was told by store security that the female walked into the ladies restroom with several items including a jacket, cowboy hat and a bra. The reporting officer waited near the front door of the store while the female was in the restroom. After the female exited the restroom, she tried to walk out of the front doors wearing the items, and was taken into custody by the officer. Case # 061471
- November 25th: A 15-year-old male runaway returned home after taking several prescribed narcotics. The male has a history of running away from home because his parents will not allow him to smoke marijuana. He also has a history of substance abuse and self mutilation. The male was taken into custody as being incorrigible and transported to a "Crisis Residential Center" in Kitsap County. Case # 061473
- November 26th: While on patrol at 1:30 in the morning, Officer Dahm came across several young adults standing near their parked vehicles. One of the subjects was a 19-year-old male that was very intoxicated. The male was uncooperative and placed under arrest for minor in possession of alcohol. He was then issued a criminal citation and provided a ride home. Case # 061476
- November 26th: At 9:30 am, Sgt. Busey stopped a 19-year-old male for speeding. A check of his driver's license revealed that the license was suspended. The 19-year-old was taken into custody and his vehicle searched incident to arrest. During the search of the vehicle, Sgt. Busey located a combination brass knuckles/knife type weapon. The 19- year-old was also charged with possessing a dangerous weapon. Case # 061477

Other reported incidents during the fourth week of November included:

- 5 – Non Injury Accidents
 - 1 – Hit & Run Accidents
 - 2 – Driving While Suspended Arrests
 - 4 – Vehicle Prowls
- November 27th: At 2:00 am officers responded to a burglary alarm from the fenced in storage yard of a local telephone company. This particular storage yard has been burglarized several times with the perpetrators stealing copper wire. The first officer arriving at the scene found the front gate lock cut and the gate standing open. Officers searched the storage yard with negative results. It appears that the

perpetrators were frightened off by the audible alarm and nothing was taken. Case # 061480

- November 27th: At 8:15 pm during a driving snow storm, officers were dispatched to a possible injury accident involving a drunk driver. When the officers arrived at the scene, they were informed that the 44-year-old male driver that had caused the accident had fled on foot when he heard the police sirens. Fire Fighters reported that the suspect driver was obviously intoxicated when he side swiped another car and then struck a tree head on. During the officer's investigation, they determined that the suspect was driving with a suspended driver's license along with being intoxicated. The officer's followed the suspect's foot prints in the snow for almost an hour before losing the track. The suspect's vehicle was impounded and warrants will be issued for his arrest. Case # 061485
- November 29th: At 2:08 pm, Officer Raquel Brunson responded to an auto accident. The accident itself was a simple 2-car fender bender, however Officer Brunson learned during her investigation that the 23-year-old male driver at fault, was driving with a suspended driver's license and was wanted on an active arrest warrant from Pierce County. After gathering the information for the collision report, Officer Brunson took the 23- year-old driver into custody and booked him into the county jail. Nice job by Rookie Officer Brunson! Case # 061493
- December 1st: Employees from a local construction company reported that during the night time hours, someone cut a hole in the fence at a job site and forced their way into a storage shed. The perpetrators then stole approximately \$1000.00 worth of power tools. This is the second burglary at the same job site in the past 30 days. There are no suspects in the case. Case # 061502

Other reported incidents during the last week of November included

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

TRAVEL / TRAINING:

- PSP Yerry attended the LEIRA Fall Conference
- Lt. Colberg and Detective Douglas attended Domestic Violence training in Pt. Townsend on November 2nd
- Chief Davis and Officers Allen, Cabacungan, Brunson and Dennis attended a two-day "Street Survival Seminar" in Tacoma
- Sgt. Dougil, Sgt. Emmett, Sgt. Busey, Detective Douglas and Officers Allen and Cabacungan received Police Training Officer (PTO) training from Instructor Dan Welch

- Officer Chapman attended Defensive Tactics Instructor training at the Criminal Justice Training facility in Burien on November 6th through the 10th.

SPECIAL PROJECTS:

The speed trailer was placed on Harborview Drive, Soundview Drive and Pt. Fosdick Drive several times each week this last month. CSO Mock has been very diligent in making sure we increase the utilization of this speed calming tool.

CSO Mock has been working very hard on our 2006 “Holiday Helpers” program. This is the second year we have provided this program to area kids. We have selected eleven disadvantaged children this year to be recipients of a Christmas shopping spree at our local Target Store. Each child will receive \$130.00 to purchase Christmas gifts for their families. In addition each child will team up with a police officer “buddy” who will take them to lunch after the event. The Pierce County Sheriff’s Department is participating this year by sponsoring three of the children. So far, we have received \$960.00 in donations.

PUBLIC CONCERNS:

We continue to receive several reports a week of vehicle prowls. So far this year, we have received a total of 133 vehicle prowls, usually associated with people leaving valuables visible in their vehicles.

FIELD CONTACTS:

Staff made the following contacts in the community during November:

- CSO Mock had two local high school students shadow her for the day on November 14th
- On November 1st, Chief Davis met with the new superintendent of the Women’s Correctional facility in Purdy, Carol Porter
- On November 2nd, Chief Davis hosted a senior from GHHS as the Chief for a Day
- On November 8th, Chief Davis attended the Habitat for Humanity breakfast at Chapel Hill
- On November 8th, Chief Davis attended the Tacoma/Pierce County DUI Task Force meeting in Tacoma
- On November 15th, Chief Davis and Dick Bower met with officials from Puget Sound Energy to discuss their Emergency Operating Plan (EOP) with the Gig Harbor LNG Satellite Plant
- On November 16th, Chief Davis attended the Annual Pierce County DUI Candlelight Vigil in Tacoma
- On November 27th, Chief Davis met with Sheriff Paul Pastor to discuss our continued coordination of police services
- CSO Mock conducted several tours of the police station for local elementary students
- CSO Mock has been very busy recruiting local business for the Fraud Free Business program. She has also been contacting banks concerning several Robbery prevention presentations

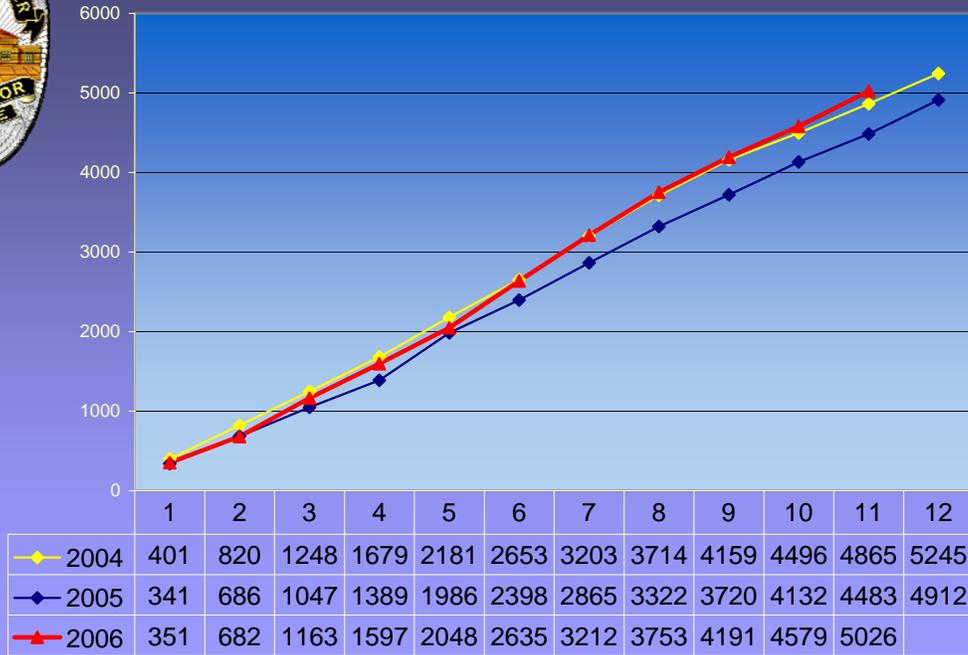
OTHER COMMENTS:

Our two recruits, Raquel Brunson and Chet Dennis graduated from the Basic Law Enforcement Training (BLET) on November 16th after 19 long weeks and are currently engaged in our internal training program which will last approximately 13 weeks.

NOVEMBER 2006 YTD MONTHLY ACTIVITY GRAPHS



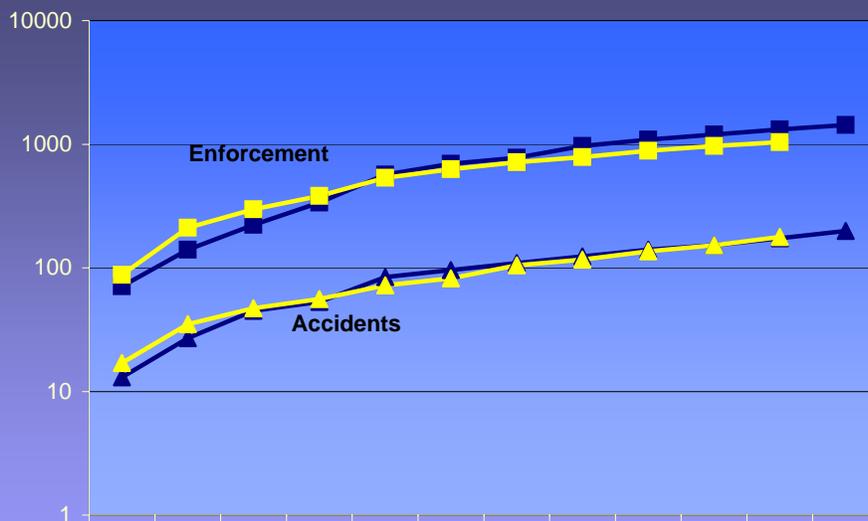
**GHPD Calls for Service (cumulative)
2004 - 2006 YTD Comparison**



**Case Reports Written (cumulative)
2004 - 2006 YTD Comparison**

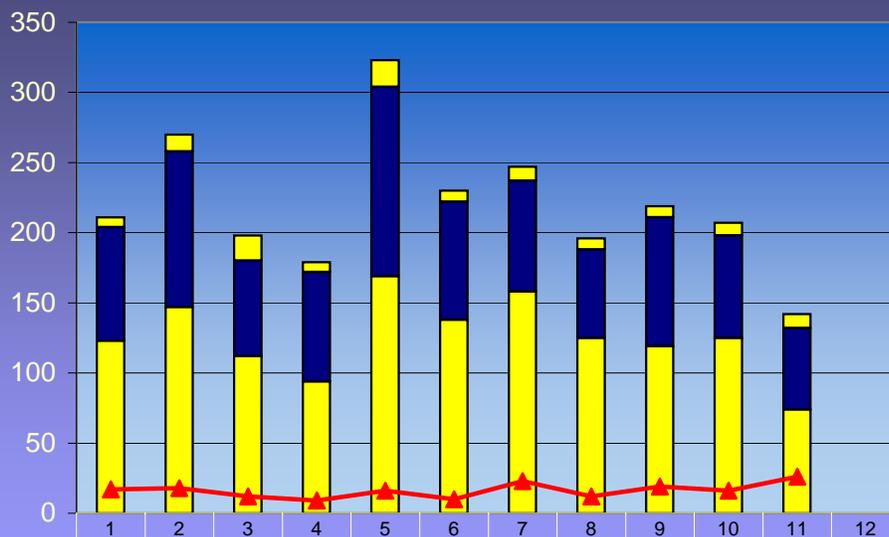


Trends: Traffic Enforcements vs. Accidents 2005 - 2006 YTD Comparison (cumulative)



2005 Infractions + Citations	71	140	223	337	568	696	779	968	1092	1195	1316	1432
2006 Infractions + Citations	88	211	297	382	536	628	717	788	888	970	1038	
2005 Reportable Accidents	13	27	45	53	84	96	109	124	140	152	174	199
2006 Reportable Accidents	17	35	47	56	72	82	105	117	136	152	178	

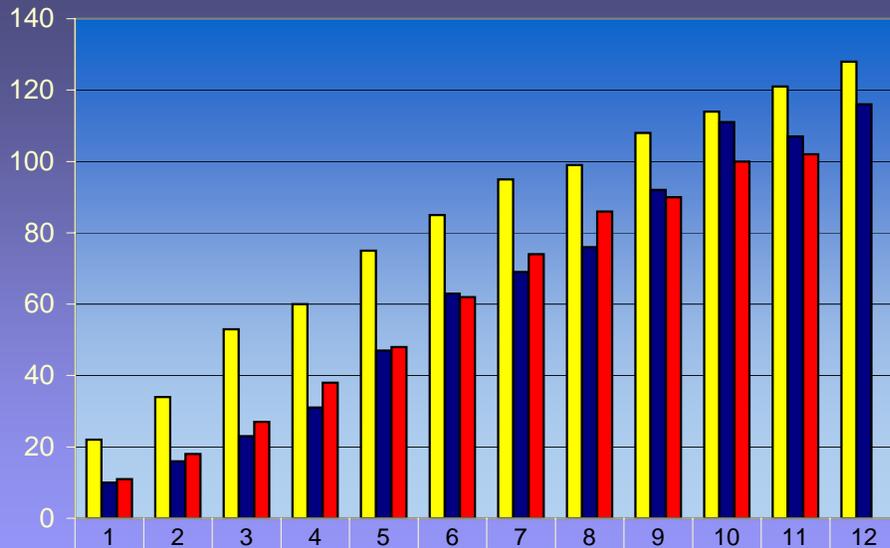
2006 Traffic Enforcement vs. Accidents Comparison Monthly Totals



Criminal Traffic Citations	7	12	18	7	19	8	10	8	8	9	10	
Infractions	81	111	68	78	135	84	79	63	92	73	58	
Verbal Warnings	123	147	112	94	169	138	158	125	119	125	74	
Accidents	17	18	12	9	16	10	23	12	19	16	26	



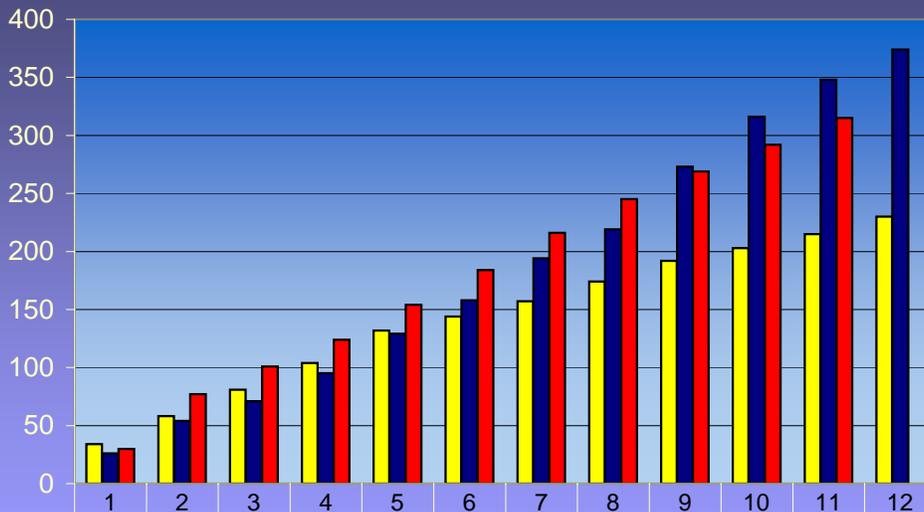
Felony Arrests (cumulative) 2004 - 2006 YTD Comparison



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



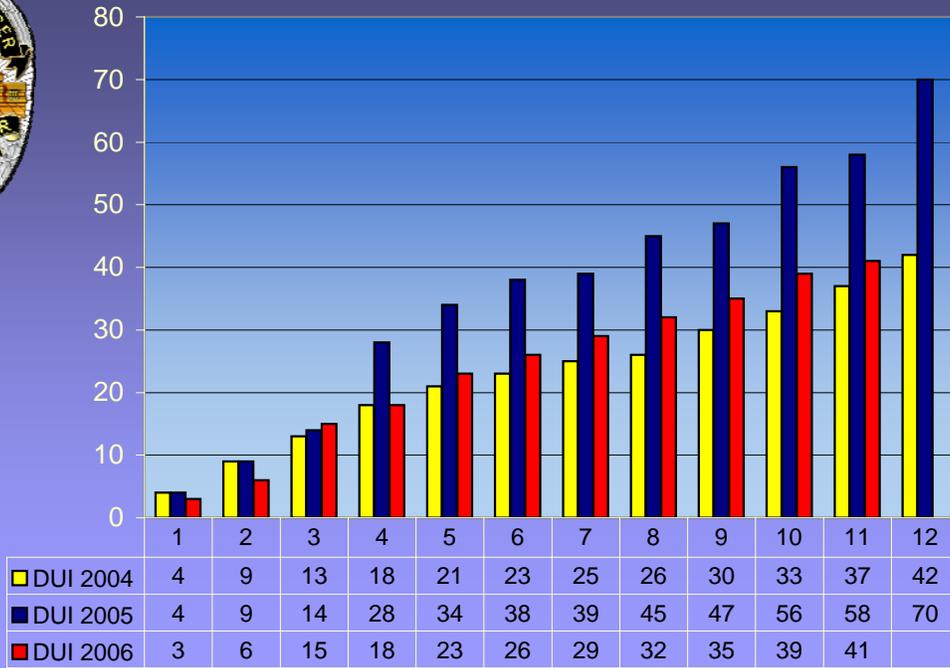
Misdemeanor Arrests (Cumulative) 2004 - 2006 YTD Comparison



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



DUI Arrests (cumulative) 2004 - 2006 YTD Comparison



Warrant Arrests (cumulative) 2004 - 2006 YTD Comparison

