

Gig Harbor City Council Meeting

**March 12, 2007
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
March 12, 2007 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of February 26, 2007 and Special City Council Meeting of February 28, 2007.
2. Correspondence / Proclamations: a) Red Cross Month b) Women's History Month.
3. Receive and File: 2006 Court Statistics.
4. Hearing Examiner Contract.
5. Contract for Attorney Services - Rick Aramburu.
6. Wastewater Treatment Plant Sewer Plant Expansion - Consultant Services Contract.
7. On-Call Development Review – Consultant Services Contract.
8. 56th Street/Olympic Drive Improvement Project Cultural Resources Assessment – Consultant Services Contract.
9. Peninsula Family Medical Center Easement Agreement.
10. Community Development Assistant – Special Projects Job Description.
11. Approval of Payment of Bills for March 12, 2007:
Checks #52999 through #53108 in the amount of \$209,852.65.
12. Approval of Payment of Payroll for February:
Checks #4577 through #4607 and direct deposit entries in the amount of \$286,087.69.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Resolution Establishing a Narcotics Enforcement Revolving Fund.
2. First Reading of Ordinance – Flood Plain Regulations.

STAFF REPORT:

1. Gig Harbor Police Department – February Statistics.
2. Council Retreat Follow-up.
3. City-wide Newsletter.
4. Naming of City Parks.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS / COUNCIL COMMITTEE REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning / Building Committee – March 14th, 3:00 p.m. Planning Conference Room.
2. Public Hearing / Worksession - Gig Harbor North Visioning – March 14th, 6:00 p.m. Council Chambers.
3. Operations & Public Projects Committee – Thursday, March 15th, at 3:00 p.m., Engineering/Operations Conference Room.
4. City Council / Planning Commission Joint Worksession - Monday, March 19th, 5:00 p.m. Community Rooms A & B.
5. GH North Traffic Options Committee – Wednesday, March 21st, at 9:00 a.m. Community Rooms A & B.
6. Maritime Pier Committee – Wednesday, March 21st at 7:00 p.m. Executive Conference Room.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 26, 2007

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

CALL TO ORDER: 6:02 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 February 12, 2007.
2. Annual Emergency Management Contract.
3. Resolution No. 701 – Surplus Property.
4. Liquor License Renewals: Water to Wine; Eagles; Tokyo Teriyaki; Judson Street Café; Hot Iron Grill; and Gourmet Essentials.
5. Approval of Payment of Bills for February 26, 2007:
Checks #52869 through #52998 in the amount of \$364,850.76.

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

OLD BUSINESS:

~~1. Second Reading of Ordinance – Relating to Annexation and Zoning – Hansen (ANX-1313). (Item taken off at the request of the applicant).~~

1. Second Reading of Ordinance – Reauthorizing Speed Limit on Portions of Certain City Streets. Steve Misiurak, City Engineer, presented this ordinance that would adopt a new speed limit on certain city streets as well amend the code to specify the maximum speed limit within the city at 25 miles per hour except as designated. He offered to answer questions.

MOTION: Move to adopt Ordinance No. 1071 as presented.
Payne / Franich - unanimously approved.

2. Second Reading of Ordinance – St. Anthony Zoning Map Amendment. John Vodopich, Community Development Director, presented this ordinance to amend the zoning map to reflect a site-specific rezone request for the St. Anthony's Hospital site. This ordinance changes the official city zoning map to reflect the rezone.

MOTION: Move to adopt Ordinance No. 1072 as presented.
Ekberg / Young - unanimously approved.

3. Second Reading of Ordinance – Reconsideration of Hearing Examiner's Decisions. Carol Morris, City Attorney, presented this ordinance that allows the City Council and

any other interested party to ask for a reconsideration of the Hearing Examiner's Decision. This would allow the person requesting reconsideration to submit information to the Hearing Examiner so that he could issue a new decision without a hearing.

Councilmember Dick voiced reservation with the process. He explained that the Hearing Examiner reviews all evidence and it is unlikely that there would be a change in the legal conclusion based upon a motion to reconsider. He said that he is concerned with the delay that would result from the reconsideration process, adding that if a mistake is discovered, it could be brought to the Hearing Examiner's attention and it could be fixed by the petitioner or by the city. This process would result in arguing the same issues twice because you cannot bring new evidence. Although it is lawful to adopt this process, he said that he cannot see the benefit.

Councilmember Ekberg said that these are good points. He said that he would be in favor of instituting the process to see what happens. It would be a useful process to correct minor technical mistakes. If it is used to delay a project, then he agreed that this isn't beneficial.

Councilmember Dick asked the City Attorney if the Hearing Examiner's decision would be stayed during the reconsideration period. Ms. Morris responded yes. There would be no hearing so the length of time would not be extensive. She added that the process would be helpful to correct errors so that people don't feel the need to appeal to court to correct minor errors or to bring attention to new case law.

Mayor Hunter asked for clarification on whether or not someone from the opposite viewpoint could ask for an additional reconsideration of a new decision. Ms. Morris said that only one request for reconsideration is permitted. The second step would be an appeal. She added that she agreed it is going to be unusual for the Hearing Examiner to grant reconsideration. Findings of Facts and Conclusion will be made on the major portion of the decision, and then if other case law is brought to light in a request for consideration, it will not require lengthy findings. It may be reason for the Hearing Examiner to reverse or deny a decision. That is when you would go to court. She said that this process would eliminate unnecessary appeals.

Councilmember Franich said that he has similar concerns as Councilmember Dick. When this came up last fall, Council discussed whether they should hold a closed-record hearing on Hearing Examiner's decisions. The City Attorney responded that it could be done, but there are quasi-judicial restrictions to consider and recommended a reconsideration process as an alternative. This is another way to help Council rectify an error.

MOTION: Move to adopt Ordinance No. 1073 as presented.
Ekberg / Payne –

Councilmember Payne asked for clarification on who has standing to appeal or to ask for reconsideration. He said that he assumes that Council would have to act as a body rather than individually. Ms. Morris responded that yes, this is correct.

Councilmember Franich asked if a Councilmember, as a party of record as a citizen, can file a motion for reconsideration. Ms. Morris explained that you would have to be a party of standing under the code; someone who has entered a document into the record and therefore a participant. She said that she would advise Councilmembers against doing so because of the Appearance of Fairness Doctrine.

Councilmember Franich asked if this is part of the rights that you give up when you become a Councilmember. Ms. Morris said that yes, and suggested that a Councilmember could have a relative appear to provide testimony in their stead.

MOTION: Move to amend Ordinance No. 1073 to add a provision so that Council can hold a closed-record hearing.
Franich /

Councilmember Young pointed out that a reconsideration and a closed record hearing are two separate issues, and that this might better be discussed at the retreat. Councilmember Franich agreed.

Ms. Morris added that a provision for a closed record hearing would require additional items such as dates for a person to file an appeal and how long it would take to file.

Councilmember Franich withdrew his motion to amend the ordinance. He stressed that Council needs to do all that they can to have control over land use decisions in light of several recent Hearing Examiner's decisions.

MAIN MOTION: Move to adopt Ordinance No. 1073 as presented.
Ekberg / Payne – six voted in favor. Councilmember Dick voted no.

NEW BUSINESS:

1. Neighborhood Crime Mapping Web Service. Chief Mike Davis presented this Memorandum of Understanding with Pierce County to allow people to view real time crime statistics around a specific address or within a particular neighborhood. He explained that by utilizing these statistics, communities and law enforcement can work together more effectively to develop crime prevention strategies.

Councilmember Payne asked for an example in which this could be used. Chief Davis used vehicle thefts as an example in which this tool would assist the department to be more proactive. Currently the tracking is being done by hand. This system will be much faster and will help to develop ways to be more efficient and effective.

Rob Karlinsey, City Administrator, commented that this is a great rumor control tool. Citizens can look to see what happened in their neighborhood on their own.

Councilmember Dick voiced privacy concerns with pre-conviction information being accessible to the public.

Chief Davis explained that the information would not identify anyone involved. He added that this system has been in place for quite some time, with no legal issues or liability. He said that the statistics are for any jurisdiction that subscribes to the service including Pierce County.

Councilmember Young asked if any crimes would be filtered, also citing privacy concerns for minors, rape, and domestic violence victims. He said property crimes are no big deal, but if you can identify a specific address and identify the crime, in some cases it will identify the victim.

Mr. Karlinsey said that he understands that the data being made available is already available in paper form under the Public Records Disclosure Act.

Chief Davis clarified that when you do a query, the information is not specific to an address, but within a ½ mile circumference which would afford some protection. He explained that there are several benefits to the system and that he understands the privacy concerns. He said that if this isn't a benefit, the decision to discontinue the service will be made.

Les Rosenthal – Pierce County. Mr. Rosenthal said that his brother had his house broken into and it was published in the Gateway with his address, and within a week, they were broken into again by someone who saw the address. He said that he wrote a letter to the editor and now the paper has stopped publishing addresses.

MOTION: Move to authorize the MOU No. 053681 with Pierce County allowing access to the Neighbor Crime Mapping Service. Payne / Conan – unanimously approved.

2. Gig Harbor Arts Commission Project Support Program – Mini-grant(s) Authorization. John Vodopich explained that a budgeted objective for 2007 included the continued support of the Gig Harbor Arts Commission project support. He said that thirteen applications for grants had been received and that the Arts Commission is recommending funding for twelve of the programs.

MOTION: Move to authorize the Mini-grant agreements as attached for the 2007 Gig Harbor Arts Commission Project Support in an amount equal to \$25,000.00. Ekberg / Young – unanimously approved.

Councilmember Ekberg said that he would like to thank the Arts Commission for their work on this difficult task.

Mayor Hunter added that the work that comes from the program is wonderful and he is glad that the city is involved.

STAFF REPORT:

1. Steve Misiurak, City Engineer – WWTP Update. Mr. Misiurak said that included in the packet is a synopsis of a recent presentation that had been shown to the Operations and Public Projects Committee. The presentation is a brief overview of the water quality issues associated with the Sewer Outfall and the Wastewater Treatment Plant improvements. Mr. Misiurak gave a brief overview of the presentation and answered questions. He clarified that this would be discussed further at the upcoming Council Retreat.

Councilmember Ekberg commented that the committee wanted the other Councilmembers to know that there will be future expenditures relating to these subjects.

2. Steve Misiurak, City Engineer – Gig Harbor North Traffic Charrette Update & Next Steps. Mr. Misiurak explained that the purpose of this design Charrette meeting was to brainstorm potential ideas to improve the infrastructure. He said that members of city staff, the Department of Transportation, and a design consultant discussed options for five hours. The result was a list of nine options to explore. He said that he would put together a matrix outlining the pros and cons, the cost estimate, as well as the capacity for each option.

Rob Karlinsey commented that when a project gets identified and then costed out, the goal is to come back with a financing plan to be approved by years end.

Councilmember Franich asked if the Operations Committee would be choosing the final design. Mayor Hunter responded that it is up to the Engineers to come up with the best option based on the maximum traffic flow. Council will then have the opportunity to look at the option and will have the final approval authority. Councilmember Franich said that he hopes that there is ample opportunity to make sure that the chosen design will result in the best traffic flow at the best price, because the current design does not work.

3. Jennifer Kester, Senior Planner – Planning Commission Work Program. Ms. Kester said that the last time the Planning Commission Work Program was approved was in 2006. She gave an explanation of the three work plan tiers and asked for a motion to approve the work program as is, or with amendments.

Councilmember Payne said that he thought the RB-1 Zones had been sent back to the Planning Commission for review.

Councilmember Young clarified that Council would like the Planning Commission to review the appropriateness of RB-1 zones in certain areas, and then Council would handle the text amendment.

Councilmember Conan said that this was to be assigned to a tier at the next Planning/Building Committee meeting. Ms. Kester said that this meeting will be held in March and it will be assigned at that time. She offered to add this to the schedule now before Council approves the work program.

Councilmember Payne then asked for clarification on the desire to review the building size limits in the south end waterfront commercial area.

Ms. Kester said that the Planning Commission has been directed to include this in the underground garages / gross floor area / parking standards review.

Councilmember Young said that he feels this is a low-priority item, as it is a lengthy process that would probably take a Comprehensive Plan Amendment, and which will probably not make it into this year's amendment cycle. He suggested that this should be moved to the end of the year for next year's Comp Plan Amendments. Councilmember Payne said that he views this as a tier-three item, but he would like to see it added to the work plan as a place-holder.

Councilmember Franich asked Ms. Kester where she feels it would fit best as this is an important issue, especially in light of the discussion to eliminate the maximum 5000 square feet building per lot.

Ms. Kester responded that this would be an intensive process to look at each zone, the comprehensive land use designation, and the surrounding uses. Each one will take a detailed discussion. She suggested that it could be added as a tier-two review if Council feels it is a priority. It relates to some of the changes being discussed through the land-use matrix, but she does not see it coming up until the third or fourth quarter of the year.

Councilmember Franich said that he would prefer it be added to the second tier. He asked for clarification on how this relates to the discussion to eliminate the maximum 5,000 square feet building per lot. Mr. Karlinsey responded that this issue is part of the tier-one underground garages, gross floor area review and so that will be a priority.

Ms. Kester clarified that the RB-1 zone and that change will come back to Council as an ordinance. She said that they are in the process of issuing SEPA and will have to wait for the comment period to expire. It would be approximately four months before that ordinance would be in place.

MOTION: Move we accept the Planning Commission Work Program as proposed by the Planning / Building Council Committee.
Ekberg / Kadzik –

AMENDMENT: To have the RB-1 Zoning reviewed by the Planning / Building Committee to be assigned to the Planning Commission Work Program.
Young / Conan – unanimously approved.

MAIN MOTION: Move we accept the Planning Commission Work Program as proposed by the Planning / Building Council Committee with the amendment.
Ekberg / Kadzik – unanimously approved.

3. Gig Harbor Police Department - January Stats. Chief Davis offered to answer questions on the report.

Councilmember Payne asked why the infractions dropped so significantly. Chief Davis responded that it may have been due to the weather.

SPECIAL PRESENTATION: Narrows Bridge Lights

Desa Coniff. Ms. Coniff thanked Councilmember Payne for his guidance and for the opportunity to come before the City Council. She gave an overview of the group of individuals with a desire to have permanent lighting on the bridges. She described the concept and asked for Council support in obtaining legislative support. She said that they have the informal support of Congressman Norm Dicks and interest from the Council for a Greater Tacoma Foundation to assist with funding, and will approach the Pierce County and Tacoma City Councils. Ms. Coniff talked about the economic advantages that would come from this concept, adding that Gig Harbor would be the recipient of tour boat and air tour packages. She said that the estimated cost of the project is four million dollars, stressing that they are not asking the city for funding nor are they going to touch the tolls. Support is being sought from different areas with the assistance of the local newspapers. She introduced Dick Keikendahl, retired 3M Engineer.

Mr. Keikendahl used a PowerPoint presentation to illustrate the key points of their proposal. He touched on the fact that the solar powered LED lighting makes this a “green project” that would generate its own power during peak seasons. In the off-season, you buy back energy that has been generated and banked. He stressed that keeping the operations and maintenance budget low is very important. Mr. Keikendahl referred to the Narrows Bridges as a “Signature Landmark.” Lighting the structures at night will make this navigatable gateway to the port facilities visible and then it could be recognized from all methods of transportation. He explained that the lights could be changed for seasonal events. He referred to other lighted bridges as examples. He finalized by saying that they will not give up until they get the project, because there is a groundswell of support in the community to come up with a positive local landmark.

Ms. Coniff completed the presentation by handing out a recap of the group's efforts to date. She asked City Council for a motion to pass a resolution in support of the concept

to put lights on the bridge. She then requested Council's assistance in Olympia, either in an official capacity or as individuals. She asked for some of the city lobbyist's time to help talk up the issue to legislators and said that she had a draft resolution of support, stressing the urgency because of the ten-day submission deadline in Olympia. She offered to read the resolution into the record if Council wanted to consider passing it this evening.

Councilmembers and staff discussed the time constraints and the best way to adopt a resolution. A suggestion was made to wait until the Wednesday morning Council Retreat to allow time to review the final document.

Mr. Karlinsey said that because this is a regular meeting, one option would be to read the resolution into the record and pass it this evening even though it wasn't previously noticed on the agenda. Ms. Coniff was asked to read the draft resolution, which she did.

PUBLIC COMMENT:

Randy Boss – 27 year veteran of Gig Harbor. Mr. Boss said he was pleased to see the presentation and spoke in favor of the proposal to light the bridges. He added that they have met with Tacoma Public Utilities and they are very positive about applying conservation issues to funding specifically the power usage. He explained that due to the short session in Olympia, it would be helpful to have a resolution as soon as possible to assist them in funding. He asked for an informal show of hands so that they would be able to say Council is or is not in favor of the project.

Ms. Morris responded that this is a legal process and Council should either vote for a resolution or wait until the retreat. Councilmember Payne and Young assured him that any action would be decided upon after public comment.

Les Rosenthal – 4108 Forest Beach Drive. Mr. Rosenthal also spoke in favor of the proposal, adding that it would be spectacular to coordinate events such as the Fourth of July with a light show and music. Local students could hold a competition to write the show which would be quite a public attraction.

Tom Oldfield - 2222 Warren Drive. Mr. Oldfield said that as he flies into SeaTac, he can pick out the bridge. He called the Space Needle an icon and said that this could be our icon to draw attention to the South Sound and urged support for the proposal from the Gig Harbor side.

Councilmember Franich voiced concern with passing a resolution without reviewing the final version. Carol Morris agreed, and then offered an amendment to the resolution that Council and appropriate staff is "authorized but not required to assist the Narrowsbridgelights.org in identifying and obtaining, if reasonable, appropriate and in the best interest of the city, sources of funding from established energy and

conservation and economic development programs to which the city may be a party or other sources for the permanent lighting of the Tacoma Narrows Bridges.”

Councilmember Young pointed out that a resolution has no binding effect.

Councilmember Franich said that he hasn’t experienced the negative connotation of associating Gig Harbor with “Gallopig Gertie.” He said that he was not in favor of the Narrows Bridge to be built in the first place, and now to turn it into a tourist attraction doesn’t set well with him. He said that he would like to see these grass roots organizations who want to raise money for the bridge to work towards helping low income people with tolls or just paying the tolls down in general. That is where any money from the state needs to go.

MOTION: Move to adopt Resolution No. 702 as read into the record and amended by legal counsel.
Young / Kadzik –

Councilmember Payne asked for clarification on what is being adopted with all the amendments and asked Ms. Coniff to forward her changes to Ms. Morris.

Councilmember Ekberg said that he doesn’t like crafting items at a meeting when it isn’t an agenda item. He said that he understands the time constraint, adding that he favors the project; but pointed out that there would only be a two-day delay if this was addressed at the retreat.

Councilmember Young said that he agrees, but even a short delay is critical. If it helps the organization, and because Council isn’t committing dollars or being asked to do anything, he would like to pass this tonight.

Mayor Hunter and Councilmember Conan agreed that the best option is to wait until the retreat.

Councilmember Payne commended the citizens for coming together quickly and said that he hopes that they understand Council’s reluctance to adopt something without having a chance to review it first. He said that because green technology is being emphasized, and because this has the potential to sell back power to fund the operations and maintenance, he is in support of this effort.

MOTION: Move that we table the motion until Wednesday morning at 8:00 a.m.
Ekberg / Conan – unanimously approved.

MAYOR’S REPORT / COUNCIL COMMITTEE REPORTS / COUNCIL COMMENTS:

1. Pierce Transit – Request for Nominations. Mayor Hunter asked if any Councilmembers are interested in serving, to let him know. He said that the city is trying

to gain support in partnerships and it would be good to have a representative serve on the committee. He said that Gig Harbor hasn't done enough of that in the past.

Councilmember Young agreed, adding that it builds relationships that may pay off down the road. Councilmember Kadzik pointed out that the meetings conflict with the City Council meetings the second Monday of the month.

2. 2007 AWC Nominating Committee. Mayor Hunter asked if anyone would be interested in serving on the Association of Washington Cities Nominating Committee. No one offered.

4. Business Plan for Gig Harbor Boat Shop – Guy Hoppen. Mayor Hunter explained that Gig Harbor Boat Shop was chosen as the best use of the Eddon Boat facility. He said he would like a joint meeting of the Operations / Public Projects Committee and Finance / Safety Committees to review the proposal and report back to the full Council.

Councilmember Ekberg thanked Mr. Hoppen for the comprehensive proposal.

Councilmember Payne said that he is very impressed and excited for what will be a gem for the community.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations and Public Projects Committee – Thursday, March 15, 2007 at 3:00 p.m. in the Engineering/Operations Conference Room.
2. GH North Traffic Options Committee – Wednesday, March 21, 2007, at 9:00 a.m. in Community Rooms A & B.
3. Council Retreat – Wednesday, February 28, at 8:00 a.m. in the Community Rooms A & B.
4. Gig Harbor North Visioning, March 14, 6 p.m., Community Rooms A & B.
5. St. Anthony's Hospital Groundbreaking Celebration – April 26th through 28th.

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

MOTION: Move to adjourn to Executive Session at 8:00 p.m. to discuss pending litigation for approximately 20 minutes.
Franich / Young - unanimously approved.

MOTION: Move to return to regular session at 8:15 p.m.
Conan / Kadzik - unanimously approved.

MOTION: Move to adjourn back to Executive Session for an additional 30 minutes.
Conan / Young - unanimously approved.

MOTION: Move to return to regular session at 8:45 p.m.

Kadzik / Conan - unanimously approved.

MOTION: Move to direct the City Attorney to bring back a contract for Rick Aramburu at the next council meeting.
Young / Ekberg – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:45 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 26
Disk #2 Tracks 1- 19

Charles L. Hunter, Mayor

Molly M. Towslee, City Clerk

SPECIAL GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 28, 2007

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

CALL TO ORDER: 8:03 a.m.

PLEDGE OF ALLEGIANCE:

NEW BUSINESS:

1. Resolution No. 702 – Support of Lighting the Narrows Bridges.

MOTION: Move to adopt Resolution No. 702 as presented.
Ekberg / Payne – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:07 p.m.
Kadzik / Ekberg – unanimously approved.

Charles L. Hunter, Mayor

Molly M. Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, March 2007 National Women's History Month will hold a special significance for all women as we recognize the many strides, accomplishments and Contributions that women have made in Medicine, Space, Science and specially in the political arena; and

WHEREAS, women in politics have succeeded as Governors, in Congress, the Senate and today in 2007 for the first time in the History of our country we find the first Woman Speaker of the House in Washington DC. Placing even greater expectations, challenges and success for women in the future; and

WHEREAS, during this noteworthy event and celebrations for women, we must keep in mind the women veterans, and our Washington State women who are serving with our military in the war zones in Afghanistan and Iraq today, and those serving in the military around the world; and

WHEREAS, to honor Women's History Month 2007, the Washington State Employment Security Department, Pierce County Vets and AMVETS Post#1 in Tacoma will host a major Job/Career Fair as an opportunity for women veterans and job seekers to connect with colleges, employers and community organizations looking for qualified employees; and

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, do hereby proclaim March 2007 as

WOMEN'S HISTORY MONTH

in Gig Harbor and urge all our citizens to acknowledge and honor the contributions of women in the progressive social change movement of individual freedom and human rights.

Chuck Hunter, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Americans have a long history of rising to meet humanitarian challenges, and the American Red Cross is a leader in these efforts. For over a century, our American Red Cross Mount Rainier Chapter has faced disasters of every scope and size with incredible compassion and courage; and

WHEREAS, during American Red Cross Month, we honor this dedication and reaffirm the importance of volunteering time and contributing resources to support the Red Cross in making our communities safer and a better place to live; and

WHEREAS, from offering lifesaving training in first aid and CPR to providing emergency assistance and hope to families devastated by disaster, dedicated Red Cross employees and volunteers work countless hours to selflessly care for those in need and serve a greater cause.

WHEREAS, for service members and military families, the Red Cross serves as a lifeline. The Red Cross helps to support our troops by transmitting emergency messages for military families during a crisis. Red Cross messages have made it possible for service members to request leave to provide support during a death, be at the bedside of a critically ill loved one; and

WHEREAS, during the recent heavy rains, flooding, windstorms, and power outages; our local Red Cross was there to provide safe shelter from the storms. The American Red Cross Mount Rainier Chapter swiftly dispatched relief workers to provide immediate emergency assistance to those in need – opening shelters, serving warm meals, counseling survivors, distributing supplies, and helping people return to their homes; and

WHEREAS, in addition to these responsibilities, dedicated Red Cross volunteers and employees continued to care for local families left homeless and devastated by house fires. These good works provide hope and healing to those dealing with profound loss;

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, do proclaim March, 2007 as

American Red Cross Month

in the City of Gig Harbor, and ask the citizens to commend the efforts of American Red Cross Mount Rainier Chapter, encourage local residents to donate their time, energy, talents and donate money to support this organization's humanitarian mission. When we help the Red Cross, we help our community - neighbors helping neighbors when it matters most.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 12th day of March, 2007.

Charles L. Hunter, Mayor, City of Gig Harbor

Date

Gig Harbor Municipal Court

6 yr. Filing, Disposition, & Revenue Information

Caseload Statistics

Infractions:

Filings	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Traffic Violations	175	142	217	1,136	1,365	1,029
Non-traffic	4	3	5	31	27	23
Parking	4	11	13	34	66	54
Totals:	183	156	235	1,201	1,458	1,106

*These numbers represent violations not citations

*An additional staff person was hired in 2004 along with an increase in our college intern program.

Dispositions	<u>2004</u>	<u>2005</u>	<u>2006</u>
Paid	286	335	295
Failure to respond (guilty)	172	328	219
Committed finding (hearing)	273	253	241
Not Committed	22	9	18
Dismissed	214	230	257
Show Cause Hearings	228	206	281
Mitigation Hearings	263	305	284
Contested Hearings	246	286	328

*Mitigation hearings should out number contested.

Misdemeanors:

Filings	2001	2002	2003	2004	2005	2006
DUI	100	46	53	38	67	48
Other Traffic	109	72	87	110	135	167
Non-traffic (D.V. included)	83	93	154	268	247	208
Totals:	292	211	294	416	449	423

Dispositions	2001	2002	2003	2004	2005	2006
Bail Forfeiture	1	5	5	18	15	15
Guilty	138	140	96	62	173	185
Dismissed	26	37	24	298	196	126
Amended charge	9	8	15	32	20	35
Deferred Prosecution/PDA	10	11	22	64	164	195
Revoked Def. Pros./PDA	N/R	2	1	5	8	25
Jury Trials Scheduled	N/R	N/R	N/R	116	65	67

*N/R (not reported)

*The majority of dismissals in 2004 were from the DWLS 3rd charge that was temporarily ruled unconstitutional and from the successful completion of P.D.A. agreements.

Court Revenue:

Infraction Case Revenue: Fines Only

<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
\$60,834	\$72,203	\$76,478	\$93,804	\$110,994	\$126,129

Misdemeanor Case Revenue: Fines Only

\$61,822	\$51,438	\$49,076	\$39,798	\$37,562	\$59,334
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Total Court Remittance

<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
\$168,422	\$179,679	\$186,563	\$188,907	\$217,578	\$289,368

Locally retained revenue out of total remittance

\$101,390	\$112,268	\$119,289	\$113,265	\$133,042	\$187,883
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Court revenue sub-categories with a 98 – 100% local revenue retention. Revenue that is collected that does not have to be shared with the State. These are just a few that I watch closely each month.

<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Warrant Fee Revenue		100% locally retained			
\$1,882	\$2,670	\$2,962	\$4,142	\$1,380	\$2,506
Probation Fee Revenue		100% locally retained			
\$21,569	\$27,717	\$32,103	\$28,335	\$25,798	\$12,491
Parking Revenue		100% locally retained			
\$1,040	\$2,080	\$3,273	\$615	\$1,015	\$1,175
Public Defender Re-imburement:		98% locally retained, 2% crime victims fund			
\$631	\$428	\$1,073	\$699	\$2,148	\$994
Jail Costs Re-imburement:		100% locally retained			
\$1,190	\$4,836	\$5,246	\$1,170	\$211	\$550

Collection Recovery on Delinquent Fines

Total:

<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
\$35,858	\$38,528	\$40,515	\$36,290	\$29,279	\$48,332

Monthly Average

\$2,988	\$3,211	\$3,376	\$3,024	\$2,440	\$4,028
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*The Court currently has close to \$800,000 Account Receivables in collections. Many of these delinquent accounts are greater than 10 years old.

*The decline noted in '04, '05 is the result of the charge of Driving While License Suspended 3rd being ruled as unconstitutional by the Washington State Supreme Court. Those fines were thus unenforceable to collect on. In the Summer of 2005 the legislature adopted language to fix the problem.

The Court has taken very aggressive measures during the last 3 years in regards to collection recovery and will continue to assist offenders in paying their court ordered fines through accessibility and payment plans.



Business of the City Council
City of Gig Harbor, WA

Subject: Hearing Examiner Services Contract Authorization

Dept. Origin: Community Development

Proposed Council Action:
Contract Authorization

Prepared by: Tom Dolan, Planning Director *TD*

For Agenda of: March 12, 2007

Exhibits: Proposed Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RJK 3/6/07*

Approved as to form by City Atty: *CAM 3/5/07*

Approved by Finance Director: *DP 3/5/07*

Approved by Department Head: *JM 3/23/07*

Expenditure	Amount	Appropriation
Required 0	Budgeted \$57,500.00	Required 0

INFORMATION / BACKGROUND

In December of 2006, the City published a request for proposals for Hearing Examiner services. The Gig Harbor Municipal Code requires that a number of land use application decisions be made by a Hearing Examiner after a duly notified public hearing. The City received five responses to the request for proposals. The Council's Interview Sub-Committee interviewed the top three applicants. The attached contract requires at least one meeting between the City Council and Hearing Examiner annually.

FISCAL CONSIDERATION

It is anticipated that the \$57,500.00 budgeted for Hearing Examiner services will be adequate for 2007. The Examiner shall provide services to the City at an hourly rate of One Hundred Twenty-five Dollars (\$125.00) per hour for her performance of the duties. The hourly rate does not include travel time.

BOARD OR COMMITTEE RECOMMENDATION

The Council's Interview Sub-Committee is recommending that their top candidate, Margaret Klockars be appointed as Hearing Examiner.

RECOMMENDATION / MOTION

Move to: Staff recommends approval of the contract.

**LAND USE HEARING EXAMINER
EMPLOYMENT AGREEMENT**

FEB 23 2007

COMMUNITY
DEVELOPMENT

The parties to this Agreement are Margaret Klockars, hereinafter referred to as the "Hearing Examiner" and the City of Gig Harbor, a Washington municipal corporation, hereinafter referred to as the "City."

RECITALS

WHEREAS, the City desires to contract with the Hearing Examiner for Hearing Examiner services as set forth in this Agreement, and the Hearing Examiner agrees to perform such services; and

WHEREAS, the Hearing Examiner warrants that she is an attorney licensed by the State of Washington, and is a member in good standing with the Washington State Bar, Now Therefore, the parties agree as follows:

AGREEMENT

Section 1. Performance of Duties. The Hearing Examiner shall at all times faithfully, and to the best of her ability and experience, perform all of the duties that are required of her pursuant to the expressed and implicit terms of this Agreement, and the rules of professional conduct. The provisions of chapter 17.10 of the Gig Harbor Municipal Code (as it now exists or may hereafter be amended) and RCW 35A.63.170 are incorporated into this Agreement as if fully set forth herein.

In addition to the duties set forth in chapter 17.10 of the Gig Harbor Municipal Code, the Examiner shall attend at least one City Council meeting annually. During this meeting, which shall be scheduled in advance with the City Council, the Examiner shall provide a summary of her services in the past year, together with any suggestions for changes to procedure or codes. The Council shall have the opportunity to provide the Examiner with feedback on her performance under this Agreement.

Section 2. Compensation. The City shall compensate the Hearing Examiner for handling the hearings and administrative duties assigned to her by the City as follows:

A. The Examiner shall provide services to the City at an hourly rate of one hundred twenty-five dollars (\$125.00) per hour for her performance of the duties described herein. This does not include travel time.

B. The City shall reimburse the Examiner for her costs involved in photocopying and mailing expenses incurred in the performance of her duties as

Examiner. The City shall reimburse the Examiner for her mileage expense at the IRS standard rate.

C. The Hearing Examiner shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of the receipt, unless there is a dispute. In the event of a dispute, the City shall pay the amount not in dispute, and the parties shall resolve the matter pursuant to Section 9 herein.

Section 3. Liability Insurance. The City shall provide and maintain public officials liability insurance covering the Hearing Examiner for the discharge of her official duties at limits consistent with levels of coverage maintained for other City public officials and employees. The Hearing Examiner shall maintain professional liability insurance or other insurance as necessary to satisfy her obligations under this Agreement.

Section 4. Hearing Examiner Pro Tem. In the event of a conflict or disqualification, scheduling difficulties, or in any situation in which the use of a Hearing Examiner Pro Tem is required, the Hearing Examiner must inform the Planning Director and Mayor of such need. The Hearing Examiner shall inform the Planning Director and Mayor at least one month in advance of any hearing in which the Hearing Examiner Pro Tem is required or no later than the date such conflict or disqualification is discovered. The Mayor may decide not to approve the use of an Examiner Pro Tem suggested in this manner, and request that the hearing be rescheduled to a time that would allow the Hearing Examiner's attendance. Alternatively, the Mayor may decide to authorize the use of another Hearing Examiner by separate contract.

Section 5. Qualifications and Independent Contractor Status.

A. Throughout the term of this Agreement, the Hearing Examiner shall be an attorney licensed by the State of Washington and be a member in good standing with the Washington State Bar.

B. The Hearing Examiner is an independent contractor and shall provide professional services to the City pursuant to this Agreement. The Examiner is not an employee of the City, and shall be responsible for paying federal income tax and other taxes, fees or other charges imposed by law upon independent contractors from compensation paid to them by the City. The Hearing Examiner shall not be entitled to any benefits provided to City employees and specifically shall not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement. The Hearing Examiner shall be solely and entirely responsible for her acts during the term of this Agreement. The Examiner shall be subject to the rules of conduct for municipal officials

(chapter 42.23 RCW) and the relevant personnel policies of the City, as well as the Code of Professional Conduct.

Section 6. Indemnification. The Hearing Examiner agrees to indemnify, defend and hold harmless the City for any and all claims or liabilities of any nature for acts or omissions of the Hearing Examiner, intentional or otherwise, that are outside of the scope of her official duties as described herein.

Section 7. Term. This Agreement shall commence on March 15, 2007 and terminate on March 15, 2008, unless earlier terminated as provided in this Agreement. This Agreement may be terminated by the City or the Hearing Examiner with or without cause by providing a thirty (30) day written notice of termination to the other party.

Section 8. Nonexclusive Contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners, to contract for additional hearing examiner services in the future, or to terminate this Agreement as provided herein. Nothing in this Agreement shall be interpreted to prohibit such future appointments. Nothing in this Agreement shall guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Hearing Examiner in the future, regardless of whether the Hearing Examiner shall be within the term of his appointment. In the event of such future appointments, the City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

Section 9. 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 Administrator, who shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Examiner which cannot be resolved by the City's determination in a reasonable period of time, or if the Hearing Examiner 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, in Pierce County, 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.

Section 10. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.

Section 11. Severability. 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.

Section 10. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Hearing Examiner: Margaret Klockars
321 36th Ave. East
Seattle, WA 98112

City: Tom Dolan, Planning Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-9335

Section 11. Waiver and Modification. No waiver or modification of this Agreement shall be valid unless in writing and executed by the duly authorized representatives of the parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said provision in the Agreement, and the same shall remain in full force and effect.

DATED this ___ day of _____, 2007.

CITY OF GIG HARBOR

HEARING EXAMINER

By: _____
Charles L. Hunter, Mayor

By *Margaret Klockars*
Margaret Klockars

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris
Carol A. Morris, City Attorney



Business of the City Council
City of Gig Harbor, WA

Subject: Contract for Attorney Services

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Rob Karlinsey

Approve Contract for Attorney Services with Rick Aramburu

For Agenda of: March 12, 2007

Exhibits: Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: [Signature] 3/7/07

Approved as to form by City Atty: CAM 3/7/07

Approved by Finance Director: [Signature] in DR

Approved by Department Head: [Signature] 3/7/07

Table with 2 columns: Expenditure Required, Amount Budgeted. Values: \$25,000-\$30,000, \$200,000. Appropriation Required: 0.

INFORMATION / BACKGROUND

Additional attorney services are needed for land use litigation and consultation purposes. Mr. Aramburu is an experienced land use attorney and comes highly recommended.

FISCAL CONSIDERATION

See above.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve Contract for Attorney Services with Rick Aramburu

FEB 23 2007

**LAND USE HEARING EXAMINER
EMPLOYMENT AGREEMENT**

COMMUNITY
DEVELOPMENT

The parties to this Agreement are Margaret Klockars, hereinafter referred to as the "Hearing Examiner" and the City of Gig Harbor, a Washington municipal corporation, hereinafter referred to as the "City."

RECITALS

WHEREAS, the City desires to contract with the Hearing Examiner for Hearing Examiner services as set forth in this Agreement, and the Hearing Examiner agrees to perform such services; and

WHEREAS, the Hearing Examiner warrants that she is an attorney licensed by the State of Washington, and is a member in good standing with the Washington State Bar, Now Therefore, the parties agree as follows:

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A. The Examiner shall provide services to the City at an hourly rate of one hundred twenty-five dollars (\$125.00) per hour for her performance of the duties described herein. This does not include travel time.

B. The City shall reimburse the Examiner for her costs involved in photocopying and mailing expenses incurred in the performance of her duties as

Examiner. The City shall reimburse the Examiner for her mileage expense at the IRS standard rate.

C. The Hearing Examiner shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of the receipt, unless there is a dispute. In the event of a dispute, the City shall pay the amount not in dispute, and the parties shall resolve the matter pursuant to Section 9 herein.

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Section 4. Hearing Examiner Pro Tem. In the event of a conflict or disqualification, scheduling difficulties, or in any situation in which the use of a Hearing Examiner Pro Tem is required, the Hearing Examiner must inform the Planning Director and Mayor of such need. The Hearing Examiner shall inform the Planning Director and Mayor at least one month in advance of any hearing in which the Hearing Examiner Pro Tem is required or no later than the date such conflict or disqualification is discovered. The Mayor may decide not to approve the use of an Examiner Pro Tem suggested in this manner, and request that the hearing be rescheduled to a time that would allow the Hearing Examiner's attendance. Alternatively, the Mayor may decide to authorize the use of another Hearing Examiner by separate contract.

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B. The Hearing Examiner is an independent contractor and shall provide professional services to the City pursuant to this Agreement. The Examiner is not an employee of the City, and shall be responsible for paying federal income tax and other taxes, fees or other charges imposed by law upon independent contractors from compensation paid to them by the City. The Hearing Examiner shall not be entitled to any benefits provided to City employees and specifically shall not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement. The Hearing Examiner shall be solely and entirely responsible for her acts during the term of this Agreement. The Examiner shall be subject to the rules of conduct for municipal officials

(chapter 42.23 RCW) and the relevant personnel policies of the City, as well as the Code of Professional Conduct.

Section 6. Indemnification. The Hearing Examiner agrees to indemnify, defend and hold harmless the City for any and all claims or liabilities of any nature for acts or omissions of the Hearing Examiner, intentional or otherwise, that are outside of the scope of her official duties as described herein.

Section 7. Term. This Agreement shall commence on March 15, 2007 and terminate on March 15, 2008, unless earlier terminated as provided in this Agreement. This Agreement may be terminated by the City or the Hearing Examiner with or without cause by providing a thirty (30) day written notice of termination to the other party.

Section 8. Nonexclusive Contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners, to contract for additional hearing examiner services in the future, or to terminate this Agreement as provided herein. Nothing in this Agreement shall be interpreted to prohibit such future appointments. Nothing in this Agreement shall guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Hearing Examiner in the future, regardless of whether the Hearing Examiner shall be within the term of his appointment. In the event of such future appointments, the City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

Section 9. 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 Administrator, who shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Examiner which cannot be resolved by the City's determination in a reasonable period of time, or if the Hearing Examiner 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, in Pierce County, 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.

Section 10. Integration. The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.

Section 11. Severability. 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.

Section 10. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Hearing Examiner: Margaret Klockars
321 36th Ave. East
Seattle, WA 98112

City: Tom Dolan, Planning Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-9335

Section 11. Waiver and Modification. No waiver or modification of this Agreement shall be valid unless in writing and executed by the duly authorized representatives of the parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said provision in the Agreement, and the same shall remain in full force and effect.

DATED this ___ day of _____, 2007.

CITY OF GIG HARBOR

HEARING EXAMINER

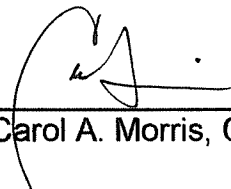
By: _____
Charles L. Hunter, Mayor

By: 
Margaret Klockars

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:



Carol A. Morris, City Attorney



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

Subject: Wastewater Treatment Plant
Sewer Plant Expansion 2007
Consultant Contract Authorization

Proposed Council Action: Recommend that Council authorize the award and execution of the Consultant Services Contract to Cosmopolitan Engineering Group for the not-to-exceed amount of \$126,301.

Dept. Origin: Engineering Division

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

For Agenda of: March 12, 2007

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK 3/7/07

Approved as to form by City Atty: Cam 3/7/07

Approved by Finance Director: PK/ADR

Approved by Department Head: JW 3/6/07

Expenditure		Amount		Appropriation	None
Required	\$126,301	Budgeted	\$100,000	Required	See Fiscal Below

INFORMATION / BACKGROUND

An identified Sewer Objective #3 in the 2007 budget is for completion of a Wastewater Treatment Plant Upgrade/Engineering Study. This study will be used by the City in the evaluation, planning, and budgeting for the required Wastewater Treatment Plant improvements.

The scope of services provides for the evaluation of existing plant processes and plant components with the development of alternatives to meet long-range future treatment plant needs and provide a higher plant operating efficiency. A final report will be compiled summarizing the recommended alternatives. This Engineering Report is a necessary component in the permitting and is the first step towards the Treatment Plant Improvements. A subsequent future contract will be taken before Council for completion of final engineering plans and specifications. Based on a series of interviews by a City consultant selection group, who consisted of Stephen Misiurak, Steve Ekberg and Jeff Langhelm, Cosmopolitan Engineering Group was the firm selected as the most qualified to do the work.

FISCAL CONSIDERATION

This project was anticipated for funding in the 2007 budget cycle. While the project exceeds the allocated budget allotment of \$100,000, funds will be made up from cost savings from other budgeted objectives.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Recommend that Council authorize the award and execution of the Consultant Services Contract to Cosmopolitan Engineering Group for the not-to-exceed amount of \$126,301.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 711 Pacific Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of the Wastewater Treatment Plant Upgrades 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 February 2, 2007, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One hundred twenty six thousand three hundred one dollars and zero cents (\$126,301.00) 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, B and C**, 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 C –Gig Harbor Engineering Services Fee Summary**. The Consultant shall not bill for Consultant's staff not identified or listed in the above documents or bill at rates in excess of the hourly rates shown in above documents; 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 July 31, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer 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
David McBride, P.E.
Cosmopolitan Engineering Group
711 Pacific Street
Tacoma, Washington 98402
(253) 272-7220

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

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: William Fox
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
David McBride, P.E.
Cosmopolitan Engineering Group
711 Pacific Street
Tacoma, Washington 98402
(253) 272-7220

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

APPROVED AS TO FORM:

XVII. Assignment

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XVIII. Modification

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XIX. Entire Agreement

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

CONSULTANT

CITY OF GIG HARBOR


By: _____
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT
David McBride, P.E.
Cosmopolitan Engineering Group
711 Pacific Street
Tacoma, Washington 98402
(253) 272-7220

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 Work

Task 1 – Technical Memorandum (Phase 1 Improvements)

Objective/Need for Phase 1 Improvements

The Phase 1 Improvements Technical Memorandum is an intermediate step in the WWTP Phase I Improvements Design. The Phase I Improvements Technical Memorandum will update construction costs, facility design criteria, and layout for near-term improvements to bring the WWTP to the currently permitted 1.2 mgd annual average/1.6 mgd maximum month capacity. The basis for the Phase I Improvements Technical Memorandum is the *2003 Wastewater Treatment Plant Improvements Engineering Report* (Cosmopolitan Engineering Group and H.R. Esvelt Engineering; approved by WDOE October 21, 2003). The Phase I Technical Memorandum will provide the basis for the Phase I plant improvements design, provide accuracy for budgeting, and support construction funding applications. The detailed engineering services design scope of work and budget for the Phase I Improvements (Task 3 herein) will be developed following completion of the Phase I Technical Memorandum.

The Phase I Improvements will be the first of several phases in the WWTP 20-year upgrade/expansion plan. The Phase I Improvements will increase the plant capacity to the NPDES (WA002395-7) permitted flow capacity of 1.6 mgd maximum month and loading capacity of 3,680 lbs/day BOD and 3,680 lbs/day TSS. Due to operational problems and equipment capacity limitations as described in the *2003 Wastewater Treatment Plant Improvements Engineering Report*, the current WWTP does not have capacity to meet presently permitted flows.

The *2003 Wastewater Treatment Plant Improvements Engineering Report* makes a number of recommendations for improvements to achieve the permitted capacity. Several of the recommendations have been completed. These include modifications to aerobic sludge digestion and the existing center anoxic basin and west aeration basin weir (to stop short circuiting). Further modifications required to bring the plant up to the permitted capacity and to correct operational problems are shown on Figure 1. These include:

- Addition of a third 45 foot diameter secondary clarifier to reduce peak overflow rates and provide better sludge settling. [Box 1, Figure 1]
- Clarifier flow distribution box with mixed liquor recirculation pumping and provision for a 4th clarifier. Distribution box will equally divide flows to clarifiers and allow a clarifier to be removed from service. Mixed liquor recirculation is required with the new anoxic basin [Box 2, Figure 1]

- Relocation of return and waste activated sludge pumping facilities to a new building (or add-on to existing building) to prevent problems with freezing and protect equipment along with piping and other changes required for the 3rd clarifier. [Box 3, Figure 1]
- New headworks building with fine screening, grit removal, influent flow measurement, and influent sampler. The new building will control odors. The new screen will meet Ecology mandated reliability requirements, dewater and compact the screenings, and provide additional capacity to treat the peak flow including Pump Station No 2 and 3. Grit removal is needed to prevent the current accumulation in the aeration basins and protect downstream equipment [Box 4, Figure 1]
- Odor control facilities sized for influent building and future dewatering building to contain odors. [Box 5, Figure 1]
- New laboratory and staff offices in remodeled museum building to better facilitate operations and maintenance activities for the plant. [Box 6, Figure 1]
- Effluent pumping upgrade or completion of onshore outfall. The onshore outfall is limiting effluent flow capacity with current effluent pumps. [Box 7, Figure 1]
- Aeration basin flow distribution box with provision for a 4th aeration basin. It is required to proportion the flows to the aeration basins and mix and distribute the RAS with the influent and slow the peak flows to a quiescent condition to allow uniform flow over each weir without allowing solids to settle (as is currently the case). [Box 8, Figure 1]
- New Anoxic Basin Number 1 divided into two cells. Two complete mix anoxic zones in the existing aeration basin are currently used as a temporary solution for pH and overall activated sludge process control. However, recent operating experience has shown it is not possible to maintain year-round activated sludge process control without a separate anoxic basin and recirculation of mixed liquor. [Box 9, Figure 1]
- In-plant drainage pump station for all existing and new basins and tanks. Without the pump station, basins and tanks cannot be easily drained for maintenance. [Box 10, Figure 1]
- Existing aeration basin modifications, included diffusers, blower, and process control improvements. Blower and air piping modifications are required to balance and control air-flow to each basin, with one blower designated to each basin, plus a standby. Currently, it is not possible to balance air flow or control dissolved oxygen concentrations. [Box 11, Figure 1]
- Electrical and Instrumentation. Modification of existing SCADA system to reflect additions and changes above. [Box 12, Figure 1]

The Phase I Improvements layout and design will consider space and equipment requirements for future expansions to meet flow and wasteload projections through the 20-year planning horizon.

Task 1.1 - Meetings with Plant Operators

This subtask includes two meetings with plant operators to solicit input on required facilities, operational problems and solutions, degree of automation and control desired, and to obtain treatment plant records (i.e., discharge monitoring reports and other operational histories).

Task 1.2 - Site Plan/Design Criteria/Cost Estimate Update

The Phase I Improvements Technical Memorandum will update (amend) the 2003 Engineering Report, including a new site plan, updated design criteria, and updated construction costs. The electrical and I&C portion of the services will include site visit by RSE (Richard Sample) and AIA (Jon Mathison), power one-line diagram, signal system one-line diagram, load calculations, and an electrical technical memorandum to include in the overall Technical Memorandum. The Technical Memorandum will state the expected capacity life of the Phase I Improvements based on preliminary flow projections from HDR.

Deliverable Products: Four draft copies (including electronic copy) and four final copies (including electronic copy) delivered to the City. Drawings will be in Autocad 2006, full (24x36) and half-size (11x17).

Task 2 - WWTP Upgrade/Expansion Engineering Report

Objective

The Engineering Report will develop a WWTP Upgrade/Expansion plan for a 20-year planning horizon. The Engineering Report will meet the requirements of WAC 173-240-060 and contain sufficient detail such that construction plans and specifications may be prepared without significant changes to plant facilities, flows and wasteloads, and major process design criteria. The Engineering Report will incorporate or reference prior and companion reports needed for Ecology approval. These include the treatment plant outfall/discharge pre-design report and available water reuse studies. The Engineering Report will be developed simultaneously and in coordination with a General Sewer Plan being prepared by HDR, Inc. The State Environmental Policy Act (SEPA) process will be followed for plan adoption. The 20-Year Plan Engineering Report will include improvements to be constructed under Phase 1 of the WWTP Upgrade/Expansion as detailed in the Phase 1 Improvements Technical Memorandum (Task 1).

Task 2.1 – Project Management

2.1.1 Kick-Off Meeting/Project Meetings with City

This subtask includes project meetings with the City throughout the duration of the work on the 20-Year Plan Engineering Report and SEPA.

2.1.2 Preliminary Engineering Conference with Ecology

This subtask is for preparation for and attendance of a meeting between the City, Ecology, CEG and H.R. Esvelt Engineering to discuss upgrade expansion planning, and in particular, the City's decision to proceed with design of the Phase I upgrades in 2007 following preparation of the Phase I Technical Memorandum. It is assumed Ecology will view the Phase I Technical Memorandum as a clarification of the 2003 Engineering Report with no further approvals needed. This subtask includes working with Ecology in obtaining approval of the 20-Year Plan Engineering Report.

2.1.3 Administrative and Quality Assurance

This subtask encompasses project management responsibility for maintaining project files, project correspondence, subconsultant team coordination, invoicing, status reports, and quality assurance reviews.

2.1.4 Coordination with General Sewer Plan Update

This subtask involves coordination with HDR, Inc. on the General Sewer Comprehensive Plan Update and to assure integration and consistency between the General Sewer Plan Update and 20-Year Plan Engineering Report.

Assumptions: Preliminary and final influent flow projection statistics are required from HDR. It is assumed HDR flow projection methodology will be referenced.

Task 2.2 – 20-Year Plan Engineering Report

2.2.1 Background/Flow & Loading Projections

This subtask includes the background sections of the 20-Year Engineering Report, description of the site and existing plant capacity and adequacy, identification of current site constraints and treatment needs, demographics and land use (integrated from General Sewer Plan), flow projections (integrated from General Sewer Plan), and wasteload projections (to be developed). The Engineering Report will cover improvements for the General Sewer Plan projected 20-Year flows and wasteloads.

2.2.2 Liquid and Solids Streams Alternatives Analysis, Design Criteria & Hydraulic Profile

This subtask includes treatment process and equipment alternatives analysis for both liquid and solids (sludge) streams, development of design criteria for treatment plant upgrades, layout of future facilities, evaluation of plant redundancy to meet Ecology guidelines, incorporation of the Phase I Improvements, completing detailed sizing calculations, liquid and solids flow diagrams, and hydraulic profile for the selected alternative. Any reasonable alternatives for plant facilities/processes will be discussed based on cost, ease of operation and maintenance, ability to meet treatment goals and discharge standards, constructability, environmental impacts and required mitigation measures, and other objectives to be identified in the Report.

2.2.3 Outfall/Water Quality Analysis Update

This subtask includes description of receiving water, applicable water quality standards, and how water quality standards will be met at the regulatory dilution zone boundaries. For this subtask, the analysis in the *Outfall Predesign Report* will be updated and included as an Appendix to the Engineering Report. Discussion will include compliance with applicable state and local water quality management plans.

2.2.4 Design Development Electrical and I/C Report

The 30% Design Electrical and I/C Report will expand on the electrical technical memorandum completed in Task 1 to incorporate improvements beyond Phase I and within the 20-Year planning horizon. Activities include coordination with the engineering team, site visits and meetings, relevant research and coordination with

equipment manufacturers, 20-Year improvements power and signal one-line diagrams, load calculations, construction cost estimates, and report preparation.

2.2.5 Operations and Maintenance Cost Estimate

Operations and maintenance costs will be estimated as part of alternatives evaluation and portrayed in terms of present worth. Discussion will include future projected staffing and testing requirements for the new facilities.

Biosolids quantities and biosolids handling and disposal costs will be estimated as part of an overall biosolids management plan.

2.2.6 Budgetary Capital Cost Estimate and Phasing

This subtask is for alternatives capital cost estimating, with more refined estimates for the preferred 20-year expansion plan. Phasing of improvements will be discussed

2.2.7 Report Preparation and Distribution

This subtask includes production and distribution of the draft and final 20-Year Plan Engineering Report. Up to 10 copies of the draft and 10 copies of the final report will be prepared, including electronic (pdf) copies. Ecology requires 1 copy of the draft Report for preliminary review and two copies of the final Report for approval.

Exclusions to Task 2.2: The 20-Year Plan Engineering Report will exclude the following work, to be completed by others:

- Water Reuse Evaluation (City will make available prior reports).
- Financial analysis of user charges, capital financing plan, and City's financial capability (by City. May be included as an Appendix).
- Infiltration and Inflow evaluation and recommended correction measures (to be included in General Sewer Plan).
- Wetlands delineation.

Task 2.3 – State Environmental Policy Act (SEPA)

2.3.1 Public Involvement/Council Presentations

This task includes assisting the City with building trust with the community at large and the stakeholders affected by the WWTP expansion. This task includes working with the City in defining required mitigation measures for the treatment plant improvements (noise, odor, wetlands, public health, wildlife habitat, traffic during construction). Architectural requirements for the facility upgrades will also be solicited from the City and public through the public involvement process.

Up to three, three-hour council presentations/public workshops are budgeted to solicit public concerns and to present the recommended 20-year improvement plan.

2.3.2 SEPA Checklist/MDNS

SEPA is required for the adoption of the 20-Year Plan Engineering Report and its recommended improvements. A SEPA checklist will be prepared. It is contemplated that a combined SEPA checklist will be prepared for the General Sewer Plan (by HDR) and Engineering Report (by CEG). It is assumed the final SEPA declaration by the City will be a mitigated determination of non-significance (MDNS) for the treatment plant improvements. The declaration may be completed prior to Ecology approval of the Engineering Report. It is assumed that NEPA and SERP procedures will not apply based upon the anticipated improvements funding mechanisms.

Task 2.4 – Engineering Assistance with Funding Acquisition

Cosmopolitan Engineering Group will assist the City with funding acquisition at no cost for the following activities:

- Application for PWTF Design Funds for Phase I Improvements.
- Application for PWTF Construction Funds (currently loans up to \$5 million) for Phase I construction.
- Research into Governor Gregoire's Puget Sound grant program, tracking status of the program through the state legislature, and completing application if viable.

Assumptions: City will complete necessary approvals for funding applications.

Schedule – Exhibit B

The Cosmopolitan Engineering Group Team (Consultants) will begin work on Task 1 immediately upon authorization to proceed and Task 2 when preliminary flow projections are available from the General Sewer Planning effort. The Phase I Technical Memorandum is scheduled to be completed by May 1, 2007. A detailed scope and budget for the Phase I Design Services will be prepared following completion of the Phase I Technical Memorandum and City approval. The 20-Year Plan Engineering Report will be completed concurrent with the General Sewer Plan being prepared by HDR. The SEPA process will proceed when the planning documents (General Sewer Plan and Engineering Report) are nearing completion towards the end of 2007. Public involvement and council presentations will occur when scheduled by the City/Engineering Team. It is assumed all work scoped herein will be completed in the Year 2007.

Future Tasks

The following is an outline of the future tasks associated with the overall project, to be scoped and budgeted in detail as scheduled milestones occur.

TASK 3 PHASE 1 IMPROVEMENTS DESIGN

- 3.1 Project Management
- 3.2 Codes and Standards Review and Coordination with Local Agencies – IBC, OSHA, NFPA, ADA
- 3.3 Site Survey
- 3.4 Geotechnical Report
- 3.5 Design Development (30% Design)
 - 3.5.1 Layout Plans and Sections
 - 3.5.2 Specifications Table of Contents
 - 3.5.3 Design Development Review
- 3.6 Preliminary Design (60% Design)
 - 3.6.1 Draft Plans
 - 3.6.2 Draft Specifications
 - 3.6.3 Preliminary Design Review
- 3.7 Final Design (90% to 100% Design Process)
 - 3.7.1 Final Design Review by City
 - 3.7.2 Final Design Review by Ecology
 - 3.7.3 Contract Drawings and Specifications

TASK 4 PHASE 1 CONSTRUCTION SERVICES

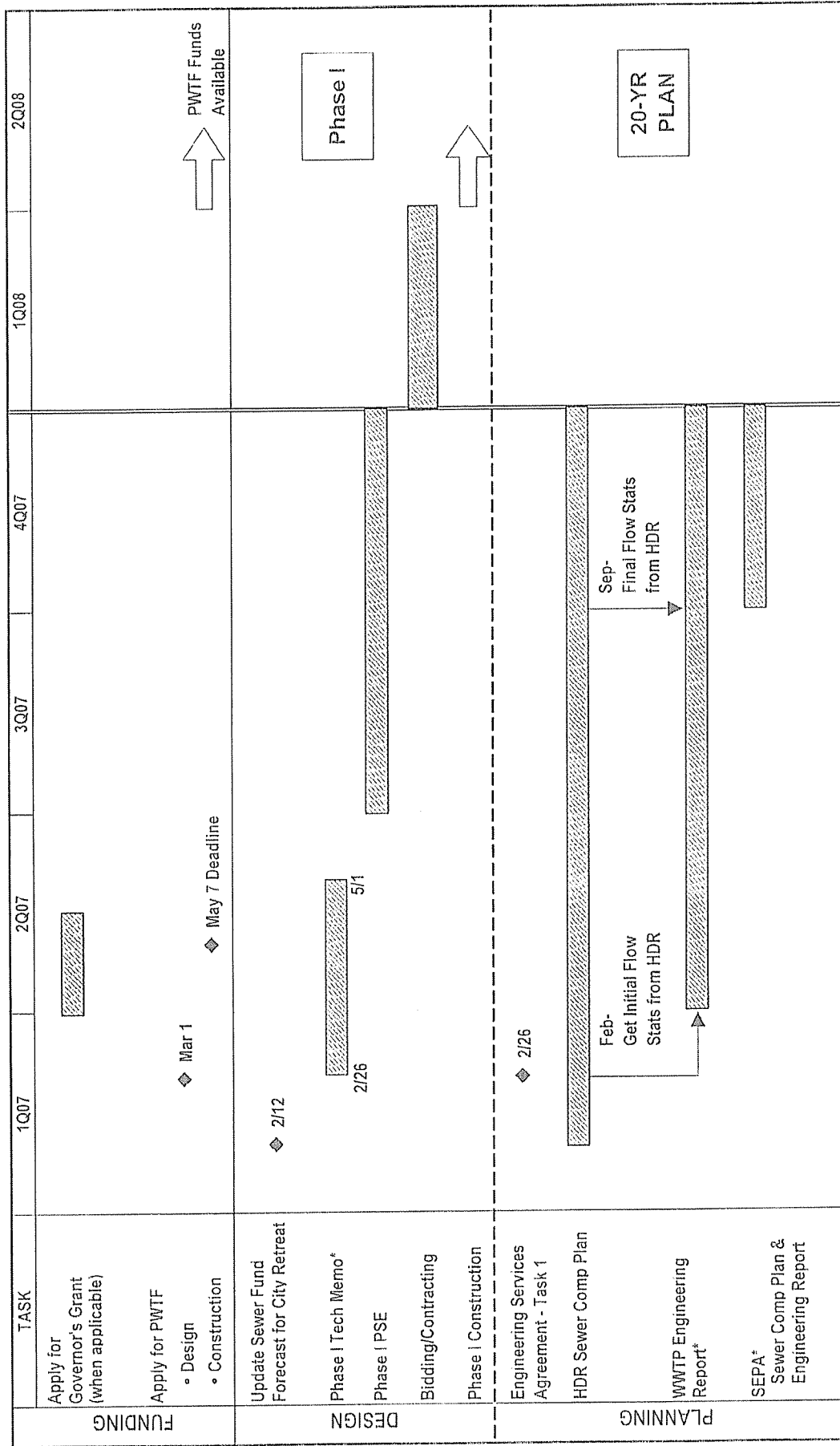
- 4.1 Bid Documents
- 4.2 Pre-Bid Conference
- 4.3 Response to Questions

- 4.4 Addenda
- 4.5 Bid Evaluation
- 4.6 Recommendation to City of Gig Harbor
- 4.7 Construction Phase Engineering Management and Coordination
- 4.8 Contractor Notices
- 4.9 Provide Contract Documents to Contractor
- 4.10 Provide Survey Reference Points for Contractor
- 4.11 Review Contractor Submittals--Administrative
- 4.12 Review Contractor Submittals--Technical
- 4.13 Provide On-Site Engineer's Representative
- 4.14 Provide Design Engineer Periodic Inspections
- 4.15 Provide Special Inspection
- 4.16 Provide Design Interpretation for Contractor
- 4.17 Prepare Change Orders
- 4.18 Cost and Schedule Tracking
- 4.19 Pay Estimate Review and Negotiation
- 4.20 Engineer's Operation and Maintenance Manual
- 4.21 Periodic Reports to City Council
- 4.22 Punch List and Completion Monitoring
- 4.23 Certificates of Completion--Each construction item/phase, final

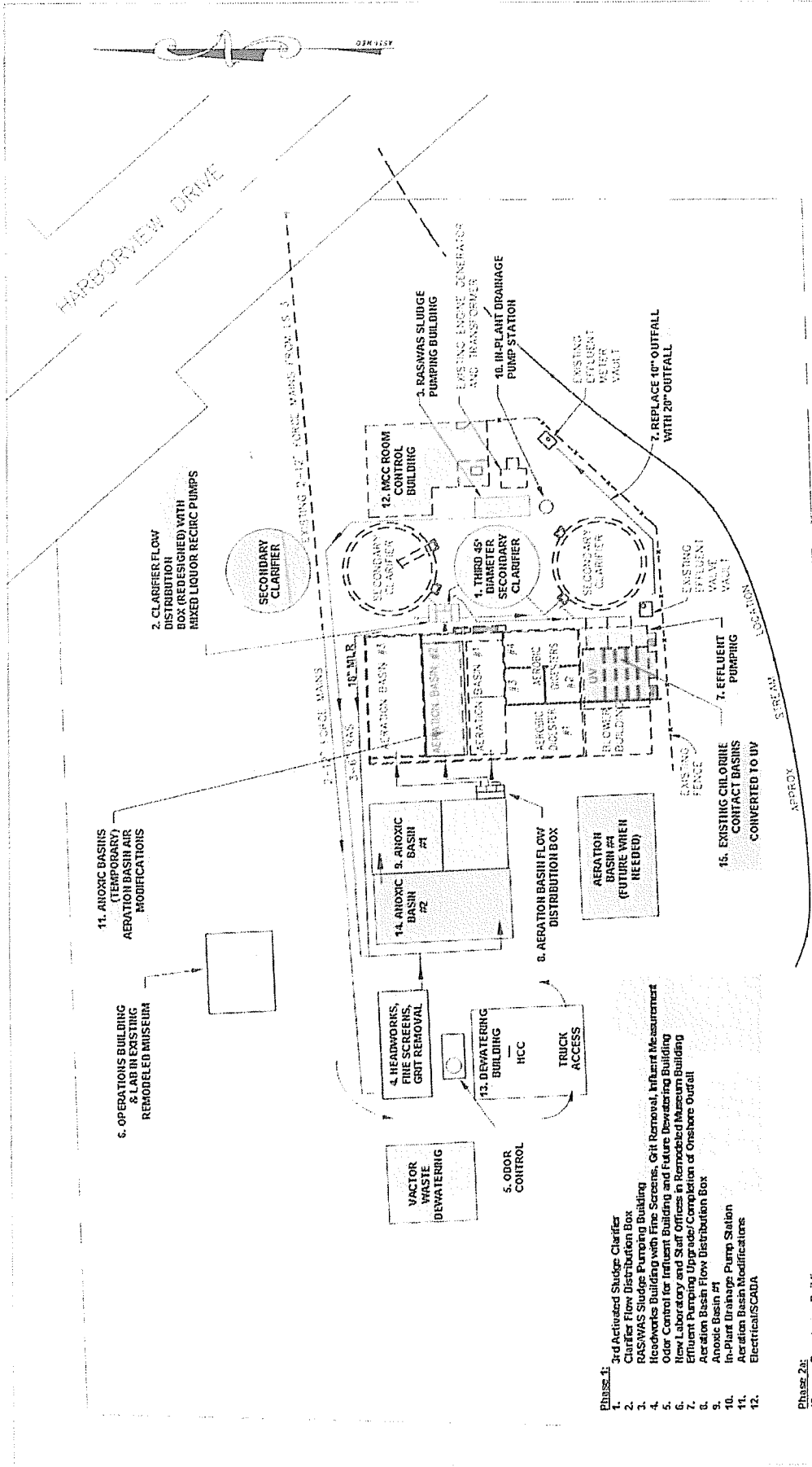
TASK 5 PHASE 1 SERVICES FOLLOWING CONSTRUCTION

- 5.1 Startup Assistance and Operations Review
- 5.2 Operator Training
- 5.3 Record Drawings Preparation
- 5.4 Warranty Period Assistance
- 5.5 11-Month Review
- 5.6 Operation and Maintenance Manual Update

Exhibit B Schedule (WWTP Upgrade/Expansion Phase I)



* Items included in project team scope/budget for initial engineering services contract.



- Phase 1:**
1. 3rd Activated Sludge Clarifier Clarifier Flow Distribution Box
 2. RASWAS Sludge Pumping Building
 3. Headworks Building with Fine Screens, Grit Removal, Influent Measurement
 4. New Laboratory and Staff Offices in Remodeled Museum Building
 5. Effluent Pumping Upgrade/Completion of Onshore Outfall
 6. Aeration Basin Flow Distribution Box
 7. Anoxic Basin #1
 8. In-Plant Drainage Pump Station
 9. Aeration Basin Modifications
 10. Electrical/SCADA
- Phase 2:**
11. De-watering Building
- Phase 3:**
12. Project Sound Water Quality Improvements (if available)
 13. Anoxic Basins and UV for Total Nitrogen Reduction
 14. UV Disinfection for Elimination of Toxicity in Effluent

Future Phases: To Be Determined (within 20-Year Planning Horizon)

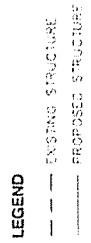


Figure 1 to Exhibit A -
City of Gig Harbor
Wastewater Treatment Plant
Proposed Improvements

H.F. ENXON
ENGINEERS
 ENVIRONMENTAL ENGINEERING
 4000 Harborview Blvd., PA
 98041-1500
 (206) 835-1100
 FAX (206) 835-1101

ENGINEERING
GROUP
 117 S. 2nd St.
 Tacoma, WA 98402
 (253) 733-1100
 FAX (253) 733-1101

EXHIBIT C - GIG HARBOR ENGINEERING SERVICES FEE SUMMARY

	H.R. Esvelt Engineering	Structural Research Co.	Cosmopolitan Engr. Group	Prizm Surveying	Richard Sample Engr.	HWA Geosciences	Sub-Mark Up 10%	TOTAL
TASK 1 TECHNICAL MEMORANDUM (PHASE 1 IMPROVEMENTS)								
1.1 Meetings with Plant Operators	\$ 1,500	\$ 1,000	\$ 1,166	\$ -	\$ -	\$ -	\$ 250	\$ 3,916
1.2 Site Plan/Design Criteria/Cost Estimate Update	\$ 6,440	\$ 1,440	\$ 1,290	\$ -	\$ 14,610	\$ -	\$ 2,249	\$ 26,029
TOTAL TASK 1	\$ 7,940	\$ 2,440	\$ 2,455	\$ -	\$ 14,610	\$ -	\$ 2,499	\$ 29,944
TASK 2 WWTP UPGRADE/EXPANSION ENGINEERING REPORT								
2.1 General - Project Management	\$ 5,370	\$ -	\$ 12,554	\$ -	\$ -	\$ 456	\$ 583	\$ 18,962
2.1.1 Kick-Off Meeting/Project Meetings with City								
2.1.2 Preliminary Engineering Conference w/Ecology								
2.1.3 Administrative and Quality Assurance								
2.1.4 Coordination with General Sewer Plan Update								
2.2 20-Year Plan Engineering Report	\$ 23,680	\$ 2,640	\$ 28,847	\$ -	\$ 11,980	\$ -	\$ 3,830	\$ 70,977
2.2.1 Background/Flow & Loading Projections								
2.2.2 Liquid and Solids Streams Alternatives Analysis, Design Criteria & Hydraulic Profile								
2.2.3 Outfall/Water Quality Analysis Update								
2.2.4 Design Development Electrical and I/C Report								
2.2.5 Operations and Maintenance Cost Estimate								
2.2.6 Budgetary Capital Cost Estimate and Phasing								
2.2.7 Report Preparation and Distribution								
2.3 State Environmental Policy Act (SEPA)	\$ 1,120	\$ -	\$ 5,135	\$ -	\$ -	\$ -	\$ 112	\$ 6,367
2.3.1 Public Involvement/Council Presentations								
2.3.2 SEPA Checklist/MDNS								
2.4 Engineering Assistance with Funding Acquisition	\$ -	\$ -	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ 50
TOTAL TASK 2	\$ 30,170	\$ 2,640	\$ 46,586	\$ -	\$ 11,980	\$ 456	\$ 4,525	\$ 96,357
TASK 3 PHASE 1 IMPROVEMENTS DESIGN								
3.1 Project Management								
3.2 Codes and Standards Review and Coordination with Local Agencies - IBC, OSHA, NFPA, ADA								
3.3 Site Survey								
3.4 Geotechnical Report								
3.5 Design Development (30% Design)								
3.5.1 Layout Plans and Sections								
3.5.2 Specifications Table of Contents								
3.5.3 Design Development Review								
3.6 Preliminary Design (60% Design)								
3.6.1 Draft Plans								
3.6.2 Draft Specifications								
3.6.3 Preliminary Design Review								
3.7 Final Design (90% to 100% Design Process)								
3.7.1 Final Design Review by City								
3.7.2 Final Design Review by Ecology								
3.7.3 Contract Drawings and Specifications								
TOTAL TASK 3								

TO BE BUDGETED FOLLOWING PHASE I TECH MEMO

EXHIBIT C - GIG HARBOR ENGINEERING SERVICES FEE SUMMARY

	H.R. Esvelt Engineering	Structural Research Co.	Cosmopolitan Engr. Group	Prizm Surveying	Richard Sample Engr.	HWA Geosciences	Sub-Mark Up 10%	TOTAL								
TASK 4 PHASE 1 CONSTRUCTION SERVICES	TO BE BUDGETED FOLLOWING PHASE 1- 90% DESIGN REVIEW															
4.1 Bid Documents																
4.2 Pre-Bid Conference																
4.3 Response to Questions																
4.4 Addenda																
4.5 Bid evaluation																
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4.12 Review Contractor Submittals--Administration																
4.13 Review Contractor Submittals--Technical																
4.14 Provide On-Site Engineers Representative																
4.15 Provide Design Engineer Periodic Inspections																
4.16 Provide Special Inspection																
4.17 Provide Design Interpretation for Contractor																
4.18 Prepare Change Orders																
4.19 Cost and Schedule Tracking																
4.20 Pay Estimate Review and Negotiation																
4.21 Engineer's Operation and Maintenance Manual																
4.22 Periodic Reports to City Council																
4.23 Punch List and Completion Monitoring																
Certificates of Completion--each construction item/phase, final																
TOTAL TASK 4																
TASK 5 PHASE 1 SERVICES FOLLOWING CONSTRUCTION	TO BE BUDGETED FOLLOWING PHASE 1- 90% DESIGN REVIEW															
5.1 Startup Assistance and Operations Review																
5.2 Operator Training																
5.3 Record Drawings Preparation																
5.4 Warranty Period Assistance																
5.5 11-Month Review																
5.6 Operation and Maintenance Manual Update																
TOTAL TASK 5																
TOTAL OF ALL CURRENTLY BUDGETED TASKS	\$	38,110	\$	5,080	\$	49,041	\$	-	\$	26,590	\$	456	\$	7,024	\$	126,301



ENGINEERING
G R O U P

Detailed Cost and Rate Schedule Worksheets

Civil, Environmental
and Mechanical
Consulting

GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION

Cost and Rate Schedule
H.R. Esvelt Engineering - HRE

PERSONNEL	PERSONNEL		LABOR		ADMIN	TOTAL LABOR HOURS	TOTAL LABOR COST	EXPENSES		COMMENTS
	HRE	ENG 2	ENG 3	ENG 4				ENG TOSH	Other	
Billing Rate/Hours		\$ 140.00		\$ 90.00		\$ 45.00				
TECHNICAL MEMORANDUM (PHASE 1)										
TASK 1 IMPROVEMENTS										
1.1	10					10	\$ 1,400.00	\$ 100.00	\$ 100.00	Mileage
1.2	40					50	\$ 6,300.00	\$ 120.00	\$ 120.00	Reproduction, Copies, Fax, Misc
TASK 1 ENGINEERING REPORT										
2.1	0					0	\$ 1,120.00	\$ 116.00	\$ 100.00	Mileage from Bunker's Labort
2.1.1	0					0	\$ 1,120.00	\$ 116.00	\$ 100.00	Mileage to Overport
2.1.2	8					12	\$ 1,680.00	\$ 50.00	\$ 50.00	Mailings, Copies
2.1.3	12					16	\$ 2,240.00			
2.1.4	8					10	\$ 1,400.00			
2.2	16					16	\$ 2,240.00			
2.2.1	10					10	\$ 1,400.00			
2.2.2	6					6	\$ 840.00			
2.2.3	16					16	\$ 2,240.00			
2.2.4	12					12	\$ 1,680.00			
2.2.5	24					24	\$ 3,360.00			
2.2.6	16					16	\$ 2,240.00			
2.2.7	16					16	\$ 2,240.00			
2.3	8					8	\$ 1,120.00			
2.3.1	8					8	\$ 1,120.00			
2.4										

GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION

Cost and Rate Schedule
Structural Research Company - SRC

	PERSONNEL	ENGR 1	ENGR 2	LABOR		Total Labor Cost	Mileage	Other Expenses	Total Expenses	COMMENTS
				ENGR 1	ENGR 2					
TECHNICAL MEMORANDUM (PHASE 1)										
TASK 1 IMPROVEMENTS										
1.1	Meetings with Plant Operators	8				\$ 960.00	\$ 40.00	\$	\$	
1.2	Site Plant Design Criteria/Cost Estimate Update	12				\$ 1,440.00			\$	Top section Site from Seattle: WA
TASK 1 ENGINEERING REPORT										
2.1	General - Project Management									
2.1.1	Kick-Off Meeting/Project Meetings with City									
2.1.2	Preliminary Engineering Conference w/ Ecology									
2.1.3	Administration and Quality Assurance									
2.1.4	Coordination with General Sewer Plant Update									
2.2	20-Year Plant Engineering Report									
2.2.1	Background/Flow & Loading Projections									
2.2.2	Liquid and Solids Storage Alternatives Analysis, Design Criteria & Hydraulic Profile			5		\$ 720.00				
2.2.3	Outfall/Water Quality Analysis Update									
2.2.4	Design Development Electrical and IC Report									
2.2.5	Operations and Maintenance Cost Estimate									
2.2.6	Budgetary Capital Cost Estimate and Phasing									
2.2.7	Report Preparation and Distribution			10		\$ 1,020.00				
2.3	State Environmental Policy Act (SEPA)									
2.3.1	Public Involvement/Council Presentations									
2.3.2	SEPA Checklists/DIS									
2.4	Engineering Assistance with Funding Acquisition									

GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION

Cost and Rate Schedule
Cosmopolitan Engineering Group - CEG

Personnel	Billing Rate/Hour	LABOR					Total Labor Hours	Total Labor Cost	EXPENSES			COMMENTS	
		Project Mgr	ENGR 4	ENGR 3	CADD	ADCA			WPA/Tech Aide	Mileage	Other		Total Expense
TECHNICAL MEMORANDUM (PHASE 1)													
TASK 1 IMPROVEMENTS													
1.1	Meetings with Plant Operators	2	4				8	\$ 1,168.00					
1.2	Site Plans/Design Criteria/Cost Estimate Update					4	16	\$ 1,280.00					
TASK 1 ENGINEERING REPORT													
2.1	General - Project Management	8	8				16	\$ 2,560.00	\$ 50.00	\$ 22.00	\$ 75.00	Mileage to City Presentation Graphics	
2.1.1	Kick-Off Meeting/Project Meetings with City	6	12				18	\$ 2,762.00	\$ 40.00		\$ 40.00	Mileage to Olympia	
2.1.2	Preliminary Engineering Conference w/ Ecology	8	20			4	50	\$ 5,908.72					
2.1.3	Administration and Quality Assurance					2	10	\$ 1,272.56					
2.1.4	Coordination with General Sewer Plan Update												
2.2	20-year Plan Engineering Report						24	\$ 3,456.00					
2.2.1	Background/Flow & Loading Projections												
2.2.2	Liquid and Solids Solids: Seasonal Attenuation Analysis, Design Criteria & Hydraulic Profile					10	24	\$ 4,584.00					
2.2.3	Galvanic Water Quality Analysis Update						22	\$ 3,062.00					
2.2.4	Design Development Electrical and IC Report					4	7	\$ 334.00					
2.2.5	Operations and Maintenance Cost Estimate					16	24	\$ 2,904.00					
2.2.6	Budgetary Capital Cost Estimate and Phasing					15	24	\$ 2,904.00					
2.2.7	Report Preparation and Distribution						100	\$ 10,967.84		\$ 400.00	\$ 400.00	Public Production Expenses	
2.3	State Environmental Policy Act (SEPA)	12	6			2	18	\$ 2,483.00	\$ 50.00	\$ 60.00	\$ 120.00	Presentations, Mileage to Public Meetings	
2.3.1	SEPA Checklist/ADAS					2	6	\$ 50.00					
2.3.2	Engineering Assistance with Funding Acquisition						18	\$ 2,121.00		\$ 50.00	\$ 50.00	Presentations and Conns.	

GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION

Cost and Rate Schedule
Richard Sample Engineering - RSE

	Personnel	Billing Rate/Hour	LABOR					EXPENSES			COMMENTS	
			RS	JM	PSE-Dist	AIA-Dist	Total Labor Hours	Total Labor Cost	Miscellaneous	Other		Total Expenses
TECHNICAL MEMORANDUM (PHASE 1)												
TASK 1 IMPROVEMENTS												
1.1	Meetings with Plant Operators											
1.2	Site Plans/Design Criteria/Cost Estimate Update	RSE and AIA Meeting Costs Included Below	48	52	10	12	142	\$ 14,110.00	\$ 46.00	\$ 470.00	\$ 587.00	Other includes 7% administration on AIA fees/expenses.
TASK 1 ENGINEERING REPORT												
2.1	General - Project Management											
2.1.1	Kick-Off Meeting/Project Kickoffs with City											
2.1.2	Preliminary Engineering Conference w/Ecoly											
2.1.3	Administrative and Quality Assurance											
2.1.4	Coordination with General Street Plan Update											
2.2	70-Year Plan Engineering Report											
2.2.1	Background/Flow & Loading Projections											
2.2.2	Liquid and Solids Streams Alternatives Analysis, Design Criteria & Hydraulic Profile											
2.2.3	Outfall/Water Quality Analysis Update											
2.2.4	Design Development Electrical and IC Report											
2.2.5	Operations and Maintenance Cost Estimate											
2.2.6	Budgetary Capital Cost Estimate and Pricing											
2.2.7	Report Preparation and Distribution											
2.3	State Environmental Policy Act (SEPA)											
2.3.1	Public Involvement/Chemical Presentations											
2.3.2	SEPA Checks/ADNS											
2.4	Engineering Assistance with Funding Acquisition											
			54	44	12	4	116	\$ 11,600.00	\$ 63.00	\$ 325.00	\$ 359.00	Other includes 7% administration on AIA fees/expenses.

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

Richard Sample Engineering/Advanced Industrial Automation

PROJECT: GIG HARBOR WWTP - Task 1 Tech Memorandum Phase 1 (6-year) Improvements

PROJECT PHASE: PRELIMINARY ENGINEERING

DATE 1/30/07

OWNER: CITY OF GIG HARBOR

JOB NO: 07--

ESTIMATE BY: RICHARD A. SAMPLE, P.E.

NO	DESCRIPTION OF PHASE SERVICES	BILLING RATE				COST IN \$		
		\$110	\$65	\$100	\$65			
		RSE hours		AIA hours		RSE	AIA	TOTAL
		ENGR	DRAFT	ENGR	DRAFT			
a	Reference document review	4		2	-	440	200	640
b	Site inspection (RSE 1-visit for 1.2 & 1.3) , AIA 1-visit	16		8	-	1,760	800	2,560
c	Coordination with Cosmo & H.R Esvelt Engineers staff	4		4	-	440	400	840
d	Coordination with Equipment manufacturers	2		4	-	220	400	620
e	Report electrical text development	8		8	-	880	800	1,680
f	11x17" Power System One-line Diagram	10	10		-	1,750	-	1,750
f	11x17" Signal System One-line Diagram			12	12	-	1,920	1,920
g	Load Calculation	6	-		-	660	-	660
h	Construction cost estimate	8	-	8	-	880	800	1,680
i	Report electrical - Submittal for review	2	-	2	-	220	200	420
j	Review meeting - support by telephone	2	-	2	-	220	200	420
k	Incorporate review comments	4	-	2	-	440	200	640
l	Report electrical - Final submittal	2	-	-	-	220	-	220
m	Administration expenses @ 7% of AIA fees/expense		-	-	-	420	-	420
REIMBURSABLES								
	RSE Expenses for one trip (to/from Seattle)					40		40
	AIA Expenses for one trip (to/from Seattle)						40	40
TASK 1.2 TECH MEMORANDUM TOTALS		68	10	52	12	8,590	5,960	14,550

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

Richard Sample Engineering/Advanced Industrial Automation

PROJECT: GIG HARBOR WWTP - Task 2 20-year Engineering report - Electrical and I/C

PROJECT PHASE: PRELIMINARY ENGINEERING

DATE 1/30/07

OWNER: CITY OF GIG HARBOR

JOB NO: 07--

ESTIMATE BY: RICHARD A. SAMPLE, P.E.

NO	DESCRIPTION OF PHASE SERVICES	BILLING RATE				COST IN \$		
		RSE hours		AIA hours		RSE	AIA	TOTAL
		ENGR	DRAFT	ENGR	DRAFT			
		\$110	\$65	\$100	\$65			
a	Reference document review	4		4	-	440	400	840
b	Site inspection (AIA 1-visit)			8	-	-	800	800
c	Coordination with Cosmo & H.R Esvelt Engineers staff	4	-	4	-	440	400	840
d	Coordination with Equipment manufacturers	2	-	2	-	220	200	420
e	Report electrical text development	8	-	8	-	880	800	1,680
f	11x17" Power System One-line Diagram	12	12	-	-	2,100	-	2,100
g	11x17" Signal System One-line Diagram			4	4	-	640	640
h	Load Calculation	8	-		-	880	-	880
i	Construction cost estimate	8	-	8	-	880	800	1,680
j	Report electrical - Submittal for review	2	-	2	-	220	200	420
k	Review meeting - support by telephone from Redding	2	-	2	-	220	200	420
l	Incorporate review comments	4	-	2	-	440	200	640
m	Review meeting - support by telephone	2	-	-	-	220	-	220
n	Administration expenses @ 7% of AIA fees/expenses		-	-	-	320	-	320
REIMBURSABLES								
	AIA Expenses for one trip (to/from Seattle)						40	40
TASK 1.3.4 ENGINEERING REPORT TOTALS		56	12	44	4	7,260	4,680	11,940

GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION


Cost and Rate Schedule
HWA Geosciences, Inc - HWA

Personnel Billing Rate/Hour	LABOR										EXPENSES		COMMENTS	
	Principal	Engr V	Proj Engr	Engr II	Engr I	Grad SV	Grad U	CAJGD	Admin	Total Labor Hours	Total Labor Cost	Mileage		Other
269.00 \$	130.00 \$	112.00 \$	90.00 \$	140.00 \$	75.00 \$	45.00 \$	42.00 \$							
TECHNICAL MEMORANDUM (PHASE 1 IMPROVEMENTS)														
1.1	Meetings with Plant Operators													
1.2	Site Plant Design Concept Cost Estimate Update													
TASK 1 ENGINEERING REPORT														
2.1	General - Project Management													
	2.1.1 Kick-Off Meeting/Project Meetings with City													
	2.1.2 Preliminary Engineering Conference w/Ecology													
	2.1.3 Administrative and Quality Assurance													
	2.1.4 Coordination with General Sewer Plan Update													
2.2	20-Year Plan Engineering Report													
	2.2.1 Background Flow & Loading Projections													
	2.2.2 Liquid and Solids Stream Alternatives Analysis													
	Design Criteria & Hydraulic Profile													
	2.2.3 Craft/Water Quality Analysis Update													
	2.2.4 Design Development Electrical and IC Report													
	2.2.5 Operations and Maintenance Cost Estimate													
	2.2.6 Budgetary Capital Cost Estimate and Present													
	2.2.7 Report Preparation and Distribution													
2.3	State Environmental Policy Act (SEPA)													
	2.3.1 Public Involvement/Council Presentations													
	2.3.2 SEPA Check-list/DHS													
2.4	Engineering Assistant - with Funding Acquisition													



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

Subject: On-Call Development Review
Professional Services
Consultant Services Contract—Perteet, Inc.

Dept. Origin: Engineering
Prepared by: Stephen Misiurak, P.E., 
City Engineer

Proposed Council Action: Recommend that Council authorize the award and execution of the Consultant Services Contract to Perteet, Inc. for the not-to-exceed amount of \$15,000 per review.

For Agenda of: March 12, 2007
Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor: _____
Approved by City Administrator: RJK 3/7/07
Approved as to form by City Atty: CAM 3/7/07
Approved by Finance Director: RJK 3/7/07
Approved by Department Head: [Signature] 3/7/07

Expenditure Required	Fee Supported See Fiscal Note Below	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

Beginning in 2004, the City has had an open on-call development review assistance services with the following engineering consultants:

- David Evans and Associates, Inc.
- Hammond Collier Wade Livingstone
- HDR Engineering, Inc.

This contract will add the engineering firm of Perteet to the above list of available on-call consultants. City staff contacted and interviewed the engineering firm of Perteet Engineering to discuss and verify their statement of engineering qualifications.

On-call development review assistance services are required to assist City staff in reviewing development projects or other work submitted to the City for review and approval on a variety of engineering projects and tasks. The City's consultant will provide professional engineering services on an "on-call" basis as requested by the City for various projects and tasks. This service will be utilized at the request of private developers and applicant's should they request to have their civil project plan review expedited. The City would manage the applicant's request, have the applicant deposit monies into an escrow account in the amount equal to the plan review estimate prepared by the consultant, and reimburse the City's consultant for services rendered from the monies in the escrow account.

Upon Council approval, the City would execute a contract with Perteet. As requests for project reviews are received from the City, the City would disperse to each consultant on a rotational basis an estimate for consultant review. This contract language is unmodified from 2004 which was reviewed and approved by the City Attorney.

It should be noted the City has infrequently utilized the on-call review services, as most of the private development applicants are unwilling to utilize this outside service.

FISCAL CONSIDERATION

Private development monies will fund this Consultant Services Agreement.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: I recommend that the Council authorize the award and execution of the Consultant Services Contract to Perteet, Inc. for the not-to-exceed amount of \$15,000 per review.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PERTEET, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Perteet, Inc., a Washington corporation, organized under the laws of the State of Washington, located and doing business at 3625 Perkins Lane SW, Suite 300, Lakewood, Washington 98499 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design/programming of the review of private development applications in the City 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 Services dated March 2, 2007, 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 Fifteen Thousand dollars and no cents (\$15,000.00) per review 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 A** 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.

C. The Consultant shall utilize the following procedure when determining the costs associated with any particular development or project permit application. First, the Consultant shall review the application and provide the City with a written cost estimate for the review of the application. The City will then ask the applicant to place the amount of money equal to the Consultant's cost estimate in an escrow account set up by the City Finance Director or in a bank (which escrow account shall be established by a written agreement between the bank, City and applicant, using a form approved by the City Attorney). The Consultant shall issue monthly invoices to the City showing the amount of time spent on each application being reviewed by the Consultant, and the associated costs. The Consultant shall provide separate written notice to the City Engineer if the Consultant's original cost estimate will be exceeded, together with an explanation for the additional costs. All such written notices of any increases in the amount of the original cost estimate shall be provided to the City at least five working days before the Consultant sends its finished review of the application to the City. The Consultant's notice of an increase in the amount of the estimate shall be provided by the City to the applicant, together with a letter informing the applicant that continued processing of the application is contingent upon the deposit of this newly estimated amount into the escrow account within two working days after receipt of the notice. If the applicant does not immediately deposit the newly estimated amount into the escrow account, the City will notify the Consultant, and the Consultant will stop work on the application. If the newly estimated amount is deposited into the escrow account, the City will notify the Consultant to continue with its work on the application. When the Consultant has finished review of the application, the City Engineer shall perform the final review and will be responsible for issuance of the final decision. If the money in the escrow account is sufficient to cover the cost of the Consultant's review, the money will be released to the City. If, after the City's final decision is issued, the money in the escrow account is more than the cost of the Consultant's review, the applicant will receive a refund for the overage and the remainder will be released to the City. If, after the City's final decision is issued, the money in the escrow account is equal to the last written cost estimate provided by the Consultant to the City for review of the application, neither the City nor the applicant will be responsible to pay any additional sums to the Consultant.

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.

The work performed by the Consultant shall be reviewed by the City Engineer. The Consultant shall have no authority to issue any permits, approvals or to make any final decisions on any development or project permit applications, which authority shall be reserved to City employees.

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 December 31, 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 Services referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Community Development Director and the City shall determine the term or provision's true intent or meaning. The Community Development Director 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 Community Development Director'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:
Perteet, Inc.
ATTN: Karley Halsted, P.E.
3625 Perkins Lane SW, Suite 300
Lakewood, Washington 98499
(253) 984-7138

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. Conflicts of Interest

The City acknowledges that the Consultant is engaged in a separate practice, performing the type of work that is the subject of this Agreement for other clients. However, a conflict of interest may arise if the Consultant is asked to perform under this Agreement by reviewing applications for existing or former clients. The Consultant shall notify the City Engineer if the Consultant receives an application to review for an existing and/or former client of the Consultant. The Consultant further acknowledges that RCW 58.17.160 provides that: "No engineer who is connected in any way with the subdividing and platting of the land for which subdivision approval is sought, shall examine and approve such plats on behalf of any city, town or county." The Consultant agrees that if it is connected in any way with the subdividing and platting of any land, that it shall not accept review of any subdivision application and shall immediately notify the City of such conflict.

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: *John E. Buchanan*
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:

Perteet, Inc.
ATTN: Karley Halsted, P.E.
3625 Perkins Lane SW, Suite 300
Lakewood, Washington 98499
(253) 984-7138

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

APPROVED AS TO FORM:
[Signature]
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/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 On-Call Plan Review Services

1. ON-CALL PLAN REVIEW SERVICES:

The Consultant shall provide Plan Review Services to the City of Gig Harbor on an on-call basis. Services may include a wide range of traffic, transportation, storm drainage, water, sewer or related engineering services to support the City projects, or other City requirements.

Plan Review Consulting Tasks

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing to the CITY. The CITY is not obligated to assign any specific number of tasks to the CONSULTANT, and the CITY'S and CONSULTANT'S obligation hereunder are limited to the tasks assigned in writing. For Plan Review, the tasks assignments may include, but are not limited to, the following types of work:

1. Review and approve Preliminary & Final engineering plans for private developments including: commercial sites, multi-family sites, and residential developments. Engineering plans may include: drainage, frontage improvements, streets, grading plans, water, sewer, erosion and sedimentation control, signals, illumination and other features. All plan reviews will be per the City of Gig Harbor codes and development standards.
 2. Review and approve drainage studies and technical reports for drainage design facilities per the City of Gig Harbor codes and development standards.
 3. Provide peer review and assistance in the evaluation of drainage reports and engineering reports in association with private developments.
 4. Review and approve pavement designs associated with private developments, in accordance with AASHTO pavement design methods.
 5. Other tasks as assigned.
2. **Authorization to proceed.** Any services performed by the Consultant that will result in costs billed to the City, shall be based on an estimate provided for the work to be performed and shall be performed only after receipt of a Written Purchase Order. The City is not obligated to assign any specific number of tasks to the Consultant, and the City and Consultant's obligation hereunder are limited to tasks assigned in writing.

Exhibit A

3. **Purchase Orders.** A Purchase Order will be issued for each separate task that the City requests the Consultant to perform. Prior to issuance of a Purchase Order, City staff and the Consultant shall agree upon the scope of services for the task and cost of the task (time-and-material with a not-to-exceed the estimated cost).
4. **Compensation.** Compensation for each Purchase Order shall be on a time-and-materials basis. When compensation will be on a time-and-material basis, the hourly billing rates charged for labor shall be as indicated in Exhibit C-1 to this Professional Services Agreement. Compensation provided by the City for Consultant's outside expenses and sub consultant costs will be at the actual direct cost.
5. **Timing.** Plan review services shall be performed within 10 (ten) working days, failure to complete the review within this time frame shall result in a 50%(fifty) reduction in the rate shown on Exhibit C. If the Consultant suspects that a task will require more than 10 (ten) working days, a written request for additional time shall be submitted to the City with the estimated cost for the task.

Exhibit B

DIRECT NON-SALARY REIMBURSABLE EXPENSES

- Reproduction Fees, postage and courier fees
- Communication Fees
- Mileage at \$0.485/mile or the current approved IRS rate.

Subcontracts: The CONSULTANT, at the CITY'S request shall enter into subcontracts with other consultants, such as appraisers and/or environmental consultants, etc. If approved, the CITY shall reimburse the CONSULTANT for the actual cost of the subcontracts plus a 10% markup to cover the CONSULTANT'S additional overhead expense associated with the Subcontract.

Exhibit B

PERTEET, INC. Schedule of 2007 Billing Rates

<u>Engineering, Planning and Environmental Classifications</u>	Hourly Rate
Principal/Senior Associate	170.00
Associate	165.00
Senior Engineer/Manager	150.00
Lead Engineer/Manager	130.00
Engineer III	110.00
Engineer II	95.00
Engineer I	75.00
Senior Planner/Manager	150.00
Lead Planner/Manager	130.00
Planner III	105.00
Planner II	90.00
Planner I	70.00
Senior Ecologist/Manager	150.00
Lead Ecologist/Manager	130.00
Ecologist III	105.00
Ecologist II	90.00
Ecologist I	70.00
Lead Technician/Designer	100.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	75.00
Clerical	60.00

Expert Witness Rates:

Consulting & Preparation Time @ standard hourly rates

Court Proceedings & Depositions (4 hour minimum) @ 1.5 times hourly rates

Exhibit B

PERTEET, INC. Schedule of 2007 Billing Rates

Page 2

<u>Direct Expenses</u>	Rate
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Traffic Modeling	\$15.00 per hour
Xerox Color Copies	\$.80 each
Mileage	\$.49 per mile

<u>Survey and Construction Observation Classifications</u>	Hourly Rate
Principal Surveyor	165.00
Senior Professional Land Surveyor	135.00
Professional Land Surveyor	105.00
Project Surveyor II	95.00
Project Surveyor I	90.00
Survey Technician III	80.00
Survey Technician II	75.00
Survey Technician I	55.00
One Person Survey Crew	90.00
Two Person Survey Crew	160.00
Three Person Survey Crew	215.00
Senior Construction Observer	100.00
Construction Observer	80.00

<u>Direct Survey Expenses</u>	Rate
Dual Frequency GPS Receiver	\$150.00 per day
Robotic Total Station Data Collection System	\$100.00 per day
Digital Level	\$50.00 per day
Survey monuments & cases	Cost plus 10 percent



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

Subject: 56th Street/Olympic Drive Improvement Project Cultural Resources Assessment - Consultant Services Contract Authorization

Proposed Council Action: Recommend that Council authorize the award and execution of the Consultant Services Contract with Western Shore Heritage Services, Inc. in the not-to-exceed amount of \$3,500.

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E., *[Signature]*
City Engineer

For Agenda of: March 12, 2007

Exhibits: Consultant Services Contract
Initial & Date

Concurred by Mayor:

Approved by City Administrator: *RESK 3/7/07*

Approved as to form by City Atty: *CAR 3/7/07*

Approved by Finance Director:

Approved by Department Head: *JPV 3/7/07*

Expenditure	Amount	Appropriation
Required \$3,500	Budgeted \$4,177,000.00	Required 0

INFORMATION / BACKGROUND

This contract with Western Shore Heritage Services, Inc. provides for the cultural resources assessment and final report preparation and completion for this project. In order for the City to receive the committed state grant funding for this project, a cultural resource assessment is required to be completed and submitted to the State of Washington.

FISCAL CONSIDERATION

This project was anticipated for funding in the 2007 budget cycle. Sufficient funds exist within the Street Operating Fund, Objective No. 3 to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Recommend that Council authorize the award and execution of the Consultant Services Contract with Western Shore Heritage Services, Inc. in the not-to-exceed amount of \$3,500.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
WESTERN SHORE HERITAGE SERVICES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Western Shore Heritage Services, Inc., a corporation organized under the laws of the State of Washington located and doing business at 8001 Day Road West, Suite B, Bainbridge Island, Washington 98110 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Cultural Resources Assessment for 56th Street/Olympic Drive Roadway Improvement Project 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 March 5, 2007, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Project Scope and Fee Agreement**, 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 Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00) 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 A**. The Consultant shall not bill for

Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A** unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 31, 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. All policies and coverage's shall be on an occurrence made basis.

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

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

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability

policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items

of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the

date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
Glen Hartmann, Senior Archaeologist/Principal
Western Shore Heritage Services, Inc.
8001 Day Road West, Suite B
Bainbridge Island, Washington 98110
(206) 855-9020 FAX (206) 855-9081

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

XVII. Assignment

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

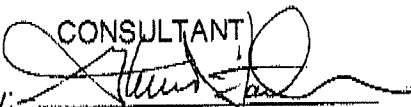
XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 6th day of March, 2007.

By: 
Its Principal

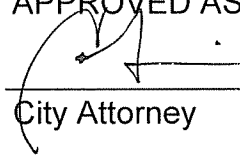
CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
Glenn Hartmann, Senior Archaeologist/Principal
Western Shore Heritage Services, Inc.
8001 Day Road West, Suite B
Bainbridge Island, Washington 98110
(206) 855-9020 FAX (206) 855-9081

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

APPROVED AS TO FORM:



City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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/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



WESTERN SHORE HERITAGE SERVICES, INC.

PROJECT SCOPE AND FEE AGREEMENT

CLIENT:	City of Gig Harbor
PROJECT:	56 th St NW and Olympia Drive NW
LOCATION:	Gig Harbor, Washington
ANTICIPATED PROJECT DATES:	March – May 2007

City of Gig Harbor will be constructing a series of road improvements to 56th Street and Olympia Drive NW and is seeking a cultural resources assessment for this project. Olympia Drive is currently a 2-lane east-west principal arterial comprised of one thru lane in each direction with left turn pockets and limited two-way left turn lanes at various locations. A marginal/substandard paved shoulder of varying widths is present on both sides of the roadway. Except for the intersection of 50th Ct, there is no curbing or sidewalk present. Roadway illumination is provided by utility pole mounted luminaries and the existing storm drainage system consists of roadside ditches and culverts with no quantity or quality control.

The intent of the project is to redevelop Olympic Dr into a balanced, multi-modal transportation facility linking unincorporated Pierce County, Gig Harbor business/medical centers and SR-16. It proposed to improve pedestrian and bicycle facilities and reduce congestion on this urban corridor by widening the existing 3-lane facility to a 5-lane facility. In addition, the project will include the construction of 2 new fully activated traffic signals with interconnection to existing signals at 38th Avenue and Point Fosdick Drive. WSHS will provide the following project components as part of this cultural resources assessment.

Background Research: WSHS will conduct a recorded sites files search at the Washington Department of Archaeology and Historic Preservation (DAHP); review of relevant correspondence between the project proponent, stakeholders and DAHP; and, review of pertinent environmental, archaeological, ethnographic and historical literature appropriate to the project area.

Tribal Contact: WSHS will contact the cultural resources staff of the affected Tribe on a technical staff-to-technical staff basis for relevant project information. WSHS will prepare a consultation letter for the City to send to affected tribes.

Field Identification: WSHS will provide a field inventory of the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.

Documentation of Findings: WSHS will document and record historic properties within the project area, including preparation of Washington State archaeological and/or historic site(s) forms and National Register of Historic Places Determination of Eligibility forms (as appropriate). Documentation will be consistent with DAHP standards.

8001 DAY ROAD WEST, SUITE B, BAINBRIDGE ISLAND, WA 98110
PHONE 206.855.9020 FAX 206.855.9081
info@wshsinc.com

Exhibit A

Cultural Resources Assessment Report: WSHS will prepare a report describing background research, field methods, results of investigations, and management recommendations. WSHS' report will provide supporting documentation of archaeological findings, including maps and photographs, and conform to DAHP reporting standards.

If extensive archaeological deposits are encountered within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification (i.e., additional shovel testing and/or evaluative excavations).

WSHS will complete the field investigation within 30 days of this signed contract. A final report will be submitted within 30 days of fieldwork completion. In order to provide City of Gig Harbor with the most effective services, WSHS requires the following information for this project:

- Description of the project scope in plain English. This should include a statement defining the overall goal of the project; expected dates of initiation and completion; general methodologies proposed for ground disturbing/construction operations; and projected means to address any environmental mitigation requirements.
- Relevant project plans, blueprints, maps, construction drawings, and as-built schematics, as appropriate. Preferably in PDF format, if available.
- Indication of locations ancillary to the specific project area, but which will be used for any construction equipment staging, utility conduits, refuse disposal, or project environmental mitigation sites.
- Name of the federal, state, or local agency that grants funds, issues permits, or provides government oversight over the project.
- Documentation of communication with the Washington State Department of Archaeology and Historic Preservation.
- Documentation of consultation with affected Indian Tribe(s) and other Stakeholders. Consultation must be initiated by the project proponent, lead government agency, and/or local municipality.

FEE

The fee for services described above is anticipated to be less than \$3,500.00.

Western Shore Heritage Services, Inc.

Name/Title_____

Glenn D. Hartmann,
President/Principal Investigator

Date:_____

Date:_____

Exhibit A

2006 INTERNAL BUDGET
 Project Name: 56th St NW and Olympic Drive NW
 WSHS Project #: 0703A - City of Gig Harbor

WSHS will function as contract and project manager. The following table identifies the WSHS staff expected to perform on this project.

CULTURAL RESOURCES ASSESSMENT BUDGET,										
	Principal Investigator	Project Archaeologist I	Project Archaeologist II	Project Arch III	Project Arch III.1	Field Archaeologist	Office Manager	TOTAL HOURS	TOTAL LABOR DOLLARS	
	\$ 109.25	\$ 60.95	\$ 55.20	\$ 50.60	\$ 47.15	\$ 42.55	\$ 54.05			
Task 1: Archival Review			12					12	\$ 607.20	
Task 2: Agency/Tribal Consult			4					4	\$ 202.40	
Task 3: Field Reconnaissance			8					8	\$ 404.80	
Task 4: Prepare CRM Report			32					32	\$ 1,619.20	
Task 5: Project Management	3						3	6	\$ 489.90	
Task 6: Travel								0	\$ -	
Task 7: Project Specific								0	\$ -	
								0	\$ -	
SUBTOTAL TASK DOLLARS	3	0	0	56	0	0	3	62	\$ 3,323.50	
EXPENSES										
Supplies										Photocopies, postage, film, expendable field supplies, graphic supplies \$ 50.00
Lodging	0	# of rooms		\$ -	Room Rate	0		# of nights =	\$ -	
Per Diem	0	# of crew		\$ -	Per Diem Rate	0		# of days =	\$ -	
Mileage	275	miles RT @		0.485	per mile x	1		# of days =	\$ 133.38	
SUBTOTAL EXPENSES										TOTAL COSTS \$ 3,506.88

NOTE:
 WSHS reserves the right to substitute staff as needed to accomplish the work as specified in this Scope of Services within the maximum budget.

WESTERN SHORE HERITAGE SERVICES, INC.

**8001 Day Road West, Suite B
Bainbridge Island, WA 98110
206.855.9020**

2007 Rate Sheet

Job Classification	Direct Labor Rates		Overhead 110%		Fixed Fee 20.0%		All Inclusive Hourly Billing Rate		Overtime Billing Rate	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Principal Investigator	\$ 40.50	\$ 47.50	\$ 44.55	\$ 52.25	\$ 8.10	\$ 9.50	\$ 93.15	\$ 109.25	\$ 113.40	\$ 133.00
Project Archaeologist I	\$ 23.00	\$ 27.00	\$ 25.30	\$ 29.70	\$ 4.60	\$ 5.40	\$ 52.90	\$ 62.10	\$ 64.40	\$ 75.60
Project Archaeologist II	\$ 21.00	\$ 25.00	\$ 23.10	\$ 27.50	\$ 4.20	\$ 5.00	\$ 48.30	\$ 57.50	\$ 58.80	\$ 70.00
Project Archaeologist III	\$ 19.00	\$ 23.00	\$ 20.90	\$ 25.30	\$ 3.80	\$ 4.60	\$ 43.70	\$ 52.90	\$ 53.20	\$ 64.40
Office Manager	\$ 20.00	\$ 25.00	\$ 22.00	\$ 27.50	\$ 4.00	\$ 5.00	\$ 46.00	\$ 57.50	\$ 56.00	\$ 70.00
Office Assistant	\$ 10.00	\$ 16.00	\$ 11.00	\$ 17.60	\$ 2.00	\$ 3.20	\$ 23.00	\$ 36.80	\$ 28.00	\$ 44.80
Field Archaeologist I	\$ 18.50	\$ 23.00	\$ 20.35	\$ 25.30	\$ 3.70	\$ 4.60	\$ 42.55	\$ 52.90	\$ 51.80	\$ 64.40
Field Archaeologist II	\$ 17.50	\$ 22.00	\$ 19.25	\$ 24.20	\$ 3.50	\$ 4.40	\$ 40.25	\$ 50.60	\$ 49.00	\$ 61.60
Field Archaeologist III	\$ 16.50	\$ 21.00	\$ 18.15	\$ 23.10	\$ 3.30	\$ 4.20	\$ 37.95	\$ 48.30	\$ 46.20	\$ 58.80
Field Technician	\$ 10.00	\$ 16.00	\$ 11.00	\$ 17.60	\$ 2.00	\$ 3.20	\$ 23.00	\$ 36.80	\$ 28.00	\$ 44.80

NOTE:

All travel will be billed per WSDOT Travel Regulations.
All sub-consultant costs and direct reimbursables will be at cost with no mark-ups; and
If contract is multi-year, the maximum rates includes 5% escalation.



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

Subject: Peninsula Family Medical Center – Easement Agreement

Proposed Council Action: Approve the Easement Agreement

Dept. Origin: Community Development

Prepared by: Steve Misiurak, PE
City Engineer

For Agenda of: March 12, 2007

Exhibits: Easement Agreement

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RJK 3/6/07

Approved as to form by City Atty: Cam 3/5/07

Approved by Finance Director: N/A

Approved by Department Head: JPC 3/5/07

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

As part of the offsite street mitigation improvements for the Uptown and MultiCare Developments, a traffic signal is required to be constructed by the Developer at the intersection of Point Fosdick Dr. NW and 46th St. Ct. NW. To provide for this traffic signal, an Easement Agreement for additional permanent right-of-way is required from the Peninsula Family Medical Center to be dedicated to the City (Parcel No. 0221206013).

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

City Council approval of the Easement Agreement is requested.

FISCAL CONSIDERATIONS

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

RECOMMENDATION / MOTION

Move to: Recommend that City Council approve the Easement Agreement as presented.

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Easement Agreement

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

Olympic Group LLC

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

City of Gig Harbor

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

Lot 4, Short Plat Number 8801060208

Assessor's Property Tax Parcel or Account Number: 0221206013

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

EASEMENT AGREEMENT

THIS INSTRUMENT, executed this date by and between the City of Gig Harbor, a Washington municipal corporation (the "City" herein), and Olympic Group LLC, a Washington Limited Liability Company, organized under the laws of the State of Washington whose mailing address is 4700 Point Fosdick Dr NW, Gig Harbor WA 98335-1706, as the owners of the within-described property (the "Owners" herein):

WITNESSETH:

WHEREAS, Owners own a fee simple and/or have a substantial beneficial interest in the following real property, commonly known as Peninsula Family Medical Center located at 4700 Point Fosdick Dr NW, Gig Harbor WA 98335-1706, (the "Property" herein), and legally described as follows:

Lot(s) 4, as shown on Short Plat No. 8801060208, filed with Pierce County Auditor, in Pierce County, Washington.
Except that portion conveyed to Pierce County for right-of-way for 45th Street Court Northwest by Deed recorded under recording number 9609060130.

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

NOW, THEREFORE, the parties hereto agree as follows:

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

PERMANENT EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221206013 THAT ABUTS THE RIGHT OF WAY OF POINT FOSDICK DR. NW AS DESCRIBED IN PIERCE COUNTY'S AFN 200008140652, WHOSE SOUTHEAST PROPERTY CORNER OF THE PRIVATE ROAD OF 46TH ST. CT. NW DESCRIBED IN SHORT PLAT 8801060208 AS A "40FT. PRIVATE ROAD AND UTILITIES EASEMENT" BEING THE "TRUE POINT OF BEGINNING", THENCE N1°39'33"E A DISTANCE OF 40.00', THENCE N88°46'28"W A DISTANCE OF 10.00', THENCE S1°39'33"W A DISTANCE OF 17.00', THENCE N88°46'28" A DISTANCE OF 40.00', THENCE S1°39'33"W A DISTANCE OF 23.00' THENCE S88°46'28"E A DISTANCE OF 50.00', AND RETURNING TO THE "TRUE POINT OF BEGINNING"

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

Section 1. Responsibility to Repair Damage. The City shall, upon completion of any work within the Property covered by the easement, restore the surface of the Easement, and any improvements on the Property not owned by the City, disturbed, damaged or destroyed during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City. However, the City shall not be required to restore any such improvements installed and/or constructed on the Easement by the Owners subsequent to execution of this Easement Agreement, and as otherwise provided in paragraph "2" below. The existing privately owned sign and existing landscaping located in the driveway median adjacent to the Easement shall be protected in place by the City during construction of the roadway improvements.

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

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

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

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

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

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

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

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

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

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

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

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

OLYMPIC GROUP LLC

The City of Gig Harbor

By: Ray D Bond
Managing Member

By: _____
Its Mayor

Attest:

By: _____
City Clerk

Approved as to form:

By: [Signature]
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

DATED: _____

(Signature)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: 2/22/07

Marvin D Scott
(Signature)

MARVIN D SCOTT

NOTARY PUBLIC, State of Washington,
residing at: PIERCE CO.
My appointment expires: 5/31/08

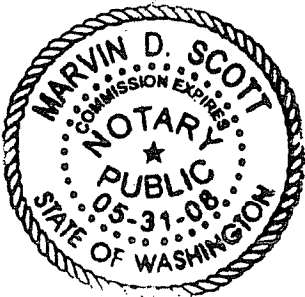
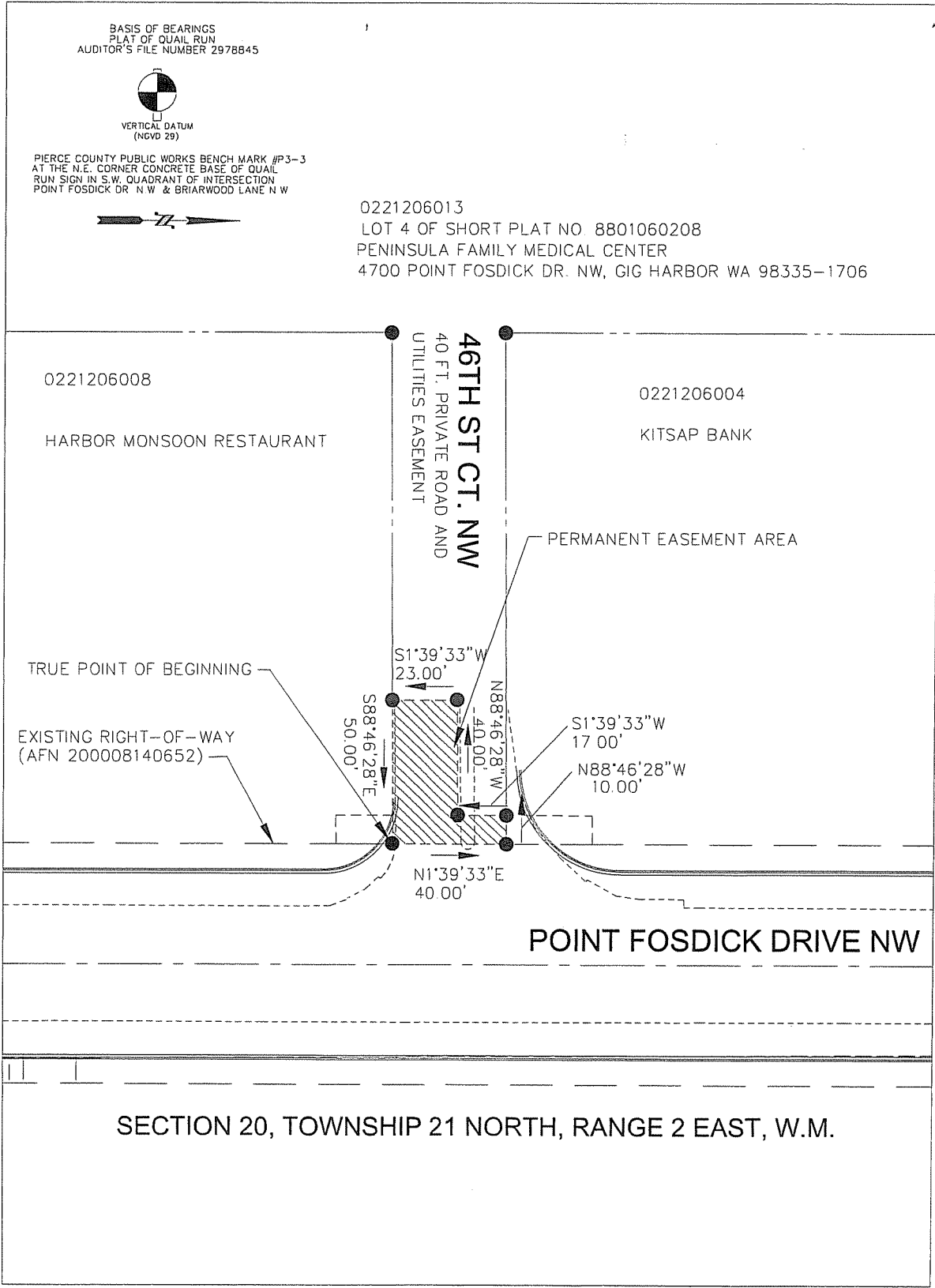


EXHIBIT A





Business of the City Council
City of Gig Harbor, WA

Subject: Community Development Assistant – Special Projects Job Description

Proposed Council Action:

Approve Job Description for Community Development Assistant – Special Projects.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: March 12, 2007

Exhibits: Job Description

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK 3/1/07

Approved as to form by City Atty: _____

Approved by Finance Director: PK for DR

Approved by Department Head: [Signature] 3/1/07

Expenditure		Amount		Appropriation	
Required	\$63,709 (incl. benefits)	Budgeted	\$63,709	Required	\$0

INFORMATION / BACKGROUND

The City's 2007 adopted budget contains a new Community Development assistant position. As stated in the budget, 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." The attached job description is in keeping with these tasks.

The recruitment for this position is underway. It is expected that the position will be filled in early April. As stated in the budget, the position will expire on or before December 31, 2009, and job applicants will be notified of this expiration date.

FISCAL CONSIDERATION

The position is approved and budgeted.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve Job Description for Community Development Assistant – Special Projects.

COMMUNITY DEVELOPMENT ASSISTANT – SPECIAL PROJECTS

Nature of Work

This is project related work involving special assignments in the area of grant writing and management, project management, business process improvement, and graphic design for public communications. This full-time position project position is anticipated to end on or before December 31, 2009.

Controls Over Work

The employee is under the direct supervision of the Community Development Director.

Essential Duties and Responsibilities

Search and apply for various grants, low interest loans, and other funding sources for the development of city parks, structures, and associated programs.

Administer and implement grant programs.

Manage special projects, including selected parks capital projects where grants are involved.

Develop digital and print communications, including slide presentations, flyers, brochures, posters, etc.

Create and edit conceptual drawings.

Asses and recommend improvements for various business processes throughout the organization.

Serve as the city's "Certified Local Government" point of contact for historic structures reporting and certification.

Arrange and present at meetings required for grants that require public involvement; provide verbal and written reports to management, elected officials and appointed committees/commissions.

Prepare and process contracts and related agreements; coordinate with outside agencies, consultants and private developers for construction and/or planning activities and required documentation.

Assists in the preparation and/or coordination of projects, plans and specifications, and all related permits and documentation. Tracks permit and/or project submittals. Monitors permits and/or projects to completion.

Collect and prepare data for reports, prepare and presents recommendations pertaining to specific subject matter.

Performs other duties as required by designated department director.

Knowledge, Abilities, and Skills

Thorough knowledge of grant writing and implementation.

Knowledge of project management principles and practices.

Knowledge of graphic design and layout as well as photography and image manipulation.

Ability to conduct research and produce reports.

Ability to analyze and evaluate business processes.

Ability to communicate effectively orally and in writing.

Ability to make independent decisions.

Ability to perform assignments in a coordinated and organized fashion. Must be able to effectively manage time and coordinate a variety of projects between various departments in a timely and efficient manner.

Perform duties with limited supervision.

Exercise independent judgment within established procedures.

Ability to establish and maintain effective working relationships with other employees, and the general public. Requires tact, discretion and courtesy in inter-departmental and public contacts.

Physical Demand

Requires sitting at a desk for extended periods of time, using a PC work station for extended hours, and lifting up to 25 pounds on occasion. Some work outside of the office will occur on occasion.

Qualifications Required

Minimum: Graduation from a two-year college or business school program and/or two years of experience in graphic design, project management, and/or grant writing. Proven track record of successful grant writing is required.



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

Subject: Narcotics Enforcement Revolving Fund

Proposed Council Action: Approve Resolution to establish a Narcotics Enforcement Revolving Fund

Dept. Origin: Police Department

Prepared by: Chief Mike Davis

For Agenda of: March 12, 2007

Exhibits: Budgeting, Accounting and Reporting System (BARS) Manual: Section on Confidential Funds

Initial & Date

Concurred by Mayor:

Approved by City Administrator: RYK 3/7/07

Approved as to form by City Atty: DL 3/7/07

Approved by Finance Director: DL 3/7/07

Approved by Department Head: MD 3/07/07

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

The Police Department conducts drug enforcement activities that require the use of cash to purchase drugs. Many times these activities occur with short notice, requiring access to cash funds immediately. Currently, our only means to obtain the cash required to conduct drug investigations involving drug buys requires that the lieutenant submit a memo to the city finance director requesting the necessary funds, who then authorizes a finance technician to create a check for the amount requested. The lieutenant then cashes the check at a local bank. If a drug investigation requires cash outside regular business hours, we currently have no means with which to acquire the funds. The establishment of this fund will insure our officers have immediate access to the funds necessary to effectively investigate drug trafficking.

Our intention is to assure that the controls over disbursements are adequate enough to safeguard against the misuse of the funds by using the BARS manual standards covering Confidential Funds as a template. The fund will carry a \$1000 limit and be replenished monthly.

FISCAL CONSIDERATION

The Narcotics Enforcement Revolving Fund will be solely supported with revenue received from drug related property and cash forfeitures.

RECOMMENDATION / MOTION

Move to: Approve the Resolution to Establish a Narcotics Enforcement Revolving Fund

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A NARCOTICS ENFORCEMENT REVOLVING FUND TO BE USED IN POLICE UNDERCOVER INVESTIGATIONS, AND DESCRIBING THE PROCEDURES FOR DISBURSEMENT, EXPENDITURES AND REPLENISHMENT.

WHEREAS, the City finds it necessary to have on hand One Thousand Dollars (\$1,000.00) for use by the Police Department undercover officers to purchase drugs in sting operations; and

WHEREAS, state law allows the City to establish various funds for different purposes (RCW 35A.33.120); and

WHEREAS, the City Council wishes to establish procedures by Resolution for the disbursement, expenditure, replenishment and use of the funds in the Narcotics Enforcement Revolving Fund; **NOW, THEREFORE**,

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

Section 1. The City Finance Director is hereby authorized to create the Narcotics Enforcement Revolving Fund for the purpose of Police Department use for drug purchases in connection with narcotics enforcement and for the purpose of enforcing state statutes/City ordinances relating to controlled substances. The Finance Director is authorized to establish the Narcotics Enforcement Revolving Fund in the amount of One Thousand Dollars and no cents (\$1,000.00).

Section 2. The Chief of Police shall be responsible for the administration of the Narcotics Enforcement Revolving Fund and shall reconcile monthly deposits and disbursements against the approved activities of the Narcotics Enforcement Revolving Account as contemplated herein.

Section 3. When money is disbursed or expended from the drug buy fund, the fund shall be replenished. The replenishment shall be by claims fund voucher and shall have attached appropriate receipts and/or other readily auditable documentation. Replenishment shall be made from budgeted appropriations in accordance with procedures established by the state auditor's office for petty cash funds.

RESOLVED this _ day of _____, 2007.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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

7. **CONFIDENTIAL FUNDS (DRUG BUY MONEY, INVESTIGATIVE FUNDS)**

Confidential funds are those funds allocated to the following three types of law enforcement undercover operations:

- a. Confidential investigative expenses are for the purchase of services and would include travel or transportation of an undercover officer or an informant. The lease of an apartment, business front, luxury- type automobiles, a boat, aircraft or similar effects to establish the appearance of affluence, credibility and a general atmosphere conducive to the undercover role would also be in this category. Meals, beverages, entertainment and similar expenses for undercover purposes, within reasonable limits, would also be included.
- b. Confidential funds for the purchase of evidence would include the purchase of evidence and/or contraband such as drugs, firearms, stolen property, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.
- c. Confidential funds for the purchase of specific information from informants.

Confidential expenditures are subject to appropriation by the municipality's governing body. The governing body must assure that the controls over disbursements are adequate to safeguard against misuse of such funds. When the funds are replenished, legislative approval should be based on a finding that the expenditures were necessary and reasonable for proper and efficient administration of the program under which they were used.

The funds authorized should be established in an imprest fund. Part 3, Chapter 3, Section C, prescribes the minimum requirements for the establishment and operation of an imprest fund. In addition to all those requirements the following apply:

- a. The supervisor of the unit to which the imprest fund is assigned must authorize all advances of moneys to agents or officers for the purchase of information. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of informer.
- b. The investigation unit must maintain confidential files of the true names, assumed names, and signature of all informers to whom payments have been made. To the extent practicable pictures and/or fingerprints of the informer payee should also be maintained.
- c. The custodian should receive from the agency or officer authorized to make a confidential payment, a receipt for cash advanced to him/her for such purposes.
- d. The agent or officer should receive from the informer a receipt of the following nature:

RECEIPT FROM INFORMER PAYEE

Receipt

For and in consideration of the sale and delivery to the (state/county/city) of
_____ of information or evidence identified as follows:

I hereby acknowledge receipt of \$ _____ paid to me by (state/county/city) of
_____.

Date: _____ Signature: _____

*Witness (if any)

* The witness requirement is not mandatory in all instances, depending on the nature of the meeting and exchange of funds. A requirement should be in effect that on 25 percent of the contacts, when payments are made, a second agent appear as the witness to the transaction. In addition, on ten percent of the meetings the agent or officer in charge should be present to verify the payment to the informer.

- e. The signed receipt from the informer payee with a memorandum detailing the information received must be forwarded to the agent or officer in charge. The agency or officer in charge must compare the signature on the receipt with the confidential file of assumed name signatures. He/she must also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure. A certification of payment to the custodian should serve as support for the expenditure from the imprest fund. The certification should be witnessed by the agent or officer in charge on the basis of the report and informer payee's receipt.
- f. Each agent or officer in charge must prepare a quarterly report showing status and reconciliation of the imprest fund and itemizing each payment, name used by informer payee, information received and use to which information was put. This report must be made part of the files and reviewed quarterly by the head of the municipality's law enforcement agency.

EFF DATE SUPERSEDES
01-01-02 01-01-97

BARS MANUAL: VOL PT CH PAGE
 1 3 12 10

Chapter 3. Expenditures And Disbursements
Section C. Petty Cash

For the purpose of BARS, petty cash includes change funds, working funds, revolving, advance travel, stamp funds, check cashing funds, etc.; in other words, any sum of money or other resources set aside for such specific purposes as minor disbursements, making change, and similar uses (i.e., imprest fund). If the petty cash is disbursed, it is periodically restored to its original amount by a warrant drawn and charged to the applicable operating fund. The amount of the warrant should equal the aggregate of the disbursements.

The following are minimum requirements for the establishment and operation of petty cash accounts.

1. The governing body must authorize each petty cash account in the manner that local legislation is officially enacted, i.e., resolution or ordinance. This applies also to all subsequent increases or decreases in the imprest amount.
2. The governing body or its delegate must appoint one custodian of each petty cash account who should be independent of invoice processing, check signing, general accounting and cash receipts functions. As part of the appointment, the custodian should render a receipt for the imprest amount to the treasurer, clerk-treasurer or auditor from whom he/she receives it.

When it is not practical to hire additional personnel or to reallocate these duties among existing personnel, the governing body must establish some mechanism of review that accomplishes the objectives of the segregation of duties. For example, periodic monitoring of cash receipts and/or independent performance of the bank reconciliation add controls when complete segregation of duties is not possible.

3. The governing body or its delegate should assure that the amount in petty cash is periodically counted and reconciled by someone other than the custodian.
4. The custodian should assure the petty cash is kept in a safe place.
5. The imprest amount may be established by treasurer=s check or in double-entry systems by warrant. If established by warrant the transaction is a nonbudgetary item.
6. The governing body must include the authorized amount of all such petty cash in the local government=s balance sheet.
7. If petty cash is disbursed, it must be replenished at least monthly by warrant or check payable to the custodian. No other receipts may be deposited to the petty cash fund.

The replenishment should be subject to the same review and approval as processed invoices. The replenishment must be by voucher with the appropriate receipts attached. The receipts should show the date, recipient, purpose, and amount of each cash disbursement. These receipts must be signed by the person receiving the money, stamps, etc. The receipts should be perforated or canceled by some other appropriate means to prevent reuse. At the time of replenishment, the custodian should ensure that the balance remaining in petty cash, together with the amount of the replenishment voucher, equals the authorized imprest amount.

8. The imprest amount of petty cash should not exceed one month=s salary or the surety bond covering the custodian.

9. The fund may not be used for personal cash advances even if secured by check or other I.O.U.s. However, cities and towns are authorized to cash employees' checks, warrants, and drafts. If a city or town chooses to do so, it should create a separate imprest fund used solely for the purpose outlined in RCW 35.21.087 or RCW 35A.40.110. To avoid appearance of personal loan, deposits of cashed checks, warrants, and drafts should be made daily. Entities should avoid cashing checks out of (from) cash receipts because this destroys the intactness of deposits. See the separate procedures applicable to advances for travel expenses.
10. Petty cash should always be replenished at the end of the fiscal year so that expenses will be reflected in the proper accounting period.
11. Whenever an individual's appointment as custodian is terminated, the fund must be replenished and the imprest amount turned over to the treasurer or other disbursing officer.

EFF DATE
01-01-02

SUPERSEDES
01-01-98

BARs MANUAL: VOL PT CH PAGE
1 3 3 9



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

Subject: First Reading of Ordinance
- Flood Plain Regulations

Proposed Council Action: Review ordinance
and approve at the second reading

Dept. Origin: Community Development

Prepared by: Tom Dolan, Planning Director

For Agenda of: March 12, 2007

Exhibits: Ordinance, Planning Commission Minutes
12/18/06 & 1/18/07

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

PK 3/8/07

N/A
DD 3/8/07

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

Attached for the Council's consideration is a draft ordinance which would adopt new Flood Plain Regulations that comply with federal and state requirements. Adoption of the proposed regulations is necessary to allow City residents to continue to participate in the National Flood Insurance Program.

Currently, the City's flood plain regulations are contained in the Building Code. The City has been notified by the Department of Ecology that the existing flood plain regulations are inconsistent with the minimum state regulations.

To resolve the deficiencies in the City's regulations, a new flood plain ordinance has been prepared following the state's model ordinance. The regulations have been determined by the City Attorney to be appropriately located in Section 18 of the Gig Harbor Municipal Code. This is the section containing the City's critical area regulations. As this is a development regulation, the Planning Commission is required to review and make a recommendation to the City Council.

POLICY CONSIDERATION

The existing flood plain regulations for the City of Gig Harbor are contained within Chapter 15.04 of the Gig Harbor Municipal Code. In that the flood plain regulations will be enforced by the Planning staff and because they are similar to the regulations affecting critical areas, the proposed amended regulations should be moved to Title 18 of the GHMC.

Goal 3. of the Environmental Element of the City of Gig Harbor's Comprehensive Plan states the following concerning flood plain areas:

3. Floodplains – Protect alluvial soils, tidal pools, retention ponds and other floodplains or flooded areas from land use developments which would alter the pattern or capacity of the floodway, or which would interfere with the natural drainage process.

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on January 24, 2007 for this non-project GMA action as per WAC 197-11-340(2). The appeal period ended on February 14, 2007 and no appeals were filed. The DNS is now final.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission is recommending adoption of this ordinance.

RECOMMENDATION / MOTION

Staff recommends adoption of the ordinance at the second reading.

ORDINANCE NO. __

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO FLOOD CONTROL, ESTABLISHING FLOOD PLAIN REGULATIONS TO RESTRICT OR PROHIBIT USES DANGEROUS TO HEALTH, SAFETY OR PROPERTY DUE TO WATER OR EROSION HAZARDS, REQUIRING FLOOD PROTECTION FOR NEW DEVELOPMENT, CONTROLLING THE ALTERATION OF LAND WHICH CHANNELS FLOOD WATERS, CONTROLLING DEVELOPMENT ACTIVITIES WHICH MAY INCREASE FLOOD DAMAGE, PREVENTING OR REGULATING THE CONSTRUCTION OF FLOOD BARRIERS THAT UNNATURALLY DIVERT FLOODWATERS, ADOPTING DEFINITIONS, IDENTIFYING THE LAND TO WHICH THE ORDINANCE APPLIES, REQUIRING ENFORCEMENT OF THE REGULATIONS AS SET FORTH IN CHAPTER 17.07 GHMC, DESCRIBING THE PROCESS FOR REVIEW AND APPROVAL OF A FLOOD HAZARD PERMIT, LISTING THE MATERIALS NECESSARY TO MAKE AN APPLICATION COMPLETE, DESIGNATING THE COMMUNITY DEVELOPMENT DIRECTOR AS THE PERSON CHARGED WITH ENFORCEMENT OF THE CHAPTER, REPEALING CHAPTER 15.04 AND ADOPTING A NEW CHAPTER 18.10 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, under the Code of Federal Regulations, those local governments wishing to participate in the National Flood Insurance Program are required to draft and adopt flood plain management regulations that meet the requirements of CFR 60.3, 60.4 and/or 60.5; and

WHEREAS, the City has adopted chapter 15.04 of the Gig Harbor Municipal Code in order to comply with this requirement; and

WHEREAS, the City's participation in the National Flood Insurance Program authorizes the continued sale of flood insurance in the City of Gig Harbor; and

WHEREAS, the Washington State Department of Ecology notified the City recently, to inform the City that while chapter 15.04 GHMC is significantly compliant with the National Flood Insurance Program requirements, there are several deficiencies that must be addressed and adopted to ensure full compliance; and

WHEREAS, the deficiencies noted by DOE have been incorporated into this ordinance; and

WHEREAS, in addition, the City's floodplain regulations contain certain typographical errors and need to be corrected to correctly reference the titles of City officials enforcing the code; and

WHEREAS, the flood plain regulations are currently in the building code section of the Gig Harbor Municipal Code, indicating that they are enforced by the City's Building Official and the Building Department; and

WHEREAS, the flood plain regulations actually must be enforced by the City Planning Department, because they are similar in application to regulations affecting critical areas, and should be moved to Title 18; AND

WHEREAS, the SEPA Responsible Official reviewed this Ordinance and issued a Determination of Non-Significance decision; and

WHEREAS, this Ordinance was forwarded to the Department of Community Trade and Economic Development on December 26, 2006; and

WHEREAS, the Planning Commission held a public hearing on this Ordinance on January 18, 2007; and

WHEREAS, the City Council held a first reading and considered this Ordinance during its regular meeting of March 12, 2007; and

WHEREAS, the City Council held a second reading and considered this ordinance during its regular meeting of _____; Now, therefore:

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

Section 1. Chapter 15.04 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Chapter 18.10 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Chapter 18.10
FLOOD HAZARD CONSTRUCTION STANDARDS**

Sections:

- 18.10.010 Findings of Fact.**
- 18.10.020 Statement of Purpose.**
- 18.10.030 Methods of Reducing Flood Losses.**
- 18.10.040 Definitions.**
- 18.10.050 General Provisions.**
- 18.10.060 Administration.**
- 18.10.070 Provisions for Flood Hazard Protection.**
- 18.10.080 Excavation, Grading, Fill – Permit Required**
- 18.10.090 Mudslide Hazard.**

18.10.010 Findings of Fact.

A. The flood hazard areas of Gig Harbor are subject to periodic inundation which results in loss of life and property, health, and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

B. These flood losses are caused by the cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities, and when inadequately anchored, damage uses in other areas. Uses that are

inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to the flood loss.

18.10.020. Statement of Purpose. It is the purpose of this ordinance to promote the public health, safety, and general welfare; reduce the annual cost of flood insurance; and minimize public and private losses due to flood conditions in specific areas by provisions designed:

- A. To protect human life and health;
- B. To minimize expenditure of public money and costly flood control projects;
- C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. To minimize prolonged business interruptions;
- E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;
- F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;
- G. To ensure that potential buyers are notified that property is in an area of special flood hazard;
- H. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

18.10.030. Methods of reducing flood losses. In order to accomplish its purposes, this ordinance includes methods and provisions for:

- A. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural flood plains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Controlling filling, grading, dredging, and other development which may increase flood damage; and
- E. Preventing or regulating the construction of flood barriers that unnaturally divert floodwaters or may increase flood hazards in other areas.

18.10.040 Definitions. Unless specifically defined below, terms or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

- A. Appeal: a request for a review of the interpretation of any provision of this ordinance or a request for a variance.

- B. Area of Shallow Flooding: designated as AO, or AH Zone on the Flood Insurance Rate Map (FIRM). AO zones have base flood depths that range from one to three feet above the natural ground; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident. AO is characterized as sheet flow; AH indicates ponding, and is shown with standard base flood elevations.
- C. Area of Special Flood Hazard: is the land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.
- D. Base Flood: the flood having a 1% chance of being equaled or exceeded in any given year (also referred to as the "100-year flood"). Designated on Flood Insurance Rate Maps by the letters A or V.
- E. Basement: means any area of the building having its floor sub-grade (below ground level) on all sides.
- F. Breakaway Wall: means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
- G. Coastal High Hazard Area: means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as Zone V1-30, VE or V.
- H. Critical Facility: means a facility for which even a slight chance of flooding might be too great. Critical facilities include (but are not limited to) schools, nursing homes, hospitals, police, fire and emergency response installations, and installations which produce, use, or store hazardous materials or hazardous waste.
- I. Cumulative Substantial Damage: means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.
- J. Development: means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.
- K. Elevation Certificate: means the official form (FEMA Form 81-31) used to track development, provide elevation information necessary to ensure compliance with community floodplain management ordinances, and determine the proper insurance premium rate with Section B completed by Community Officials.
- L. Elevated Building: means for insurance purposes, a non-basement building that has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

M. Existing Manufactured Home Park or Subdivision: means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the adopted floodplain management regulations.

N. Expansion to an Existing Manufactured Home Park or Subdivision: means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

O. FLOOD or FLOODING: means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1) The overflow of inland or tidal waters and/or
- 2) The unusual and rapid accumulation of runoff of surface waters

from any source.

P. Flood Insurance Rate Map (FIRM): means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Q. Flood Insurance Study (FIS): means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

R. Floodway: means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

S. Increased Cost of Compliance: A flood insurance claim payment up to \$30,000 directly to a property owner for the cost to comply with floodplain management regulations after a direct physical loss caused by a flood. Eligibility for an ICC claim can be through a single instance of "substantial damage" or as a result of a "cumulative substantial damage."

T. Lowest Floor: means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance found at Section 18.10.070, (i.e. provided there are adequate flood ventilation openings).

U. Manufactured Home: means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

V. Manufactured Home Park or Subdivision: means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

X. New Construction: means structures for which the "start of construction" commenced on or after the effective date of this ordinance.

Y. New Manufactured Home Park or Subdivision: means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of adopted floodplain management regulations.

Z. Recreational Vehicle: means a vehicle,

- 1) Built on a single chassis;
- 2) 400 square feet or less when measured at the largest horizontal projection;
- 3) Designed to be self-propelled or permanently towable by a light duty truck; and
- 4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

AA. Start of Construction: includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

BB. Structure: a walled and roofed building, including a gas or liquid storage tank that is principally above ground.

CC. SUBSTANTIAL DAMAGE: means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

DD. SUBSTANTIAL IMPROVEMENT: means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- 1) Before the improvement or repair is started; or
- 2) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term can exclude:

a) Any project for improvement of a structure to correct pre-cited existing violations of state or local health, sanitary, or safety code specifications which have been previously identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or

b) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

EE. Variance: means a grant of relief from the requirements of this ordinance that permits construction in a manner that would otherwise be prohibited by this ordinance.

FF. Water Dependent: means a structure for commerce or industry that cannot exist in any other location and is dependent on the water by reason of the intrinsic nature of its operations.

18.10.050. General Provisions

A. Lands to Which This Ordinance Applies. This ordinance shall apply to all areas of special flood hazards within the jurisdiction of the City of Gig Harbor.

B. Basis For Establishing The Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Gig Harbor" dated March 2, 1981, and any revisions thereto, with an accompanying Flood Insurance Rate Map (FIRM), and any revisions thereto, are hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and the FIRM are on file at the Gig Harbor Civic Center, 3510 Grandview St, Gig Harbor, WA. The best available information for flood hazard area identification as outlined in Section 18.10.060 shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 18.10.060.

C. Penalties For Noncompliance. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violations of the provisions of this ordinance for failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions), shall be enforced according to the procedures in chapter 17.07.

D. Abrogation and Greater Restrictions. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

E. Interpretation. In the interpretation and application of this ordinance, all provisions shall be:

- 1) Considered as minimum requirements;
- 2) Liberally construed in favor of the governing body; and,
- 3) Deemed neither to limit nor repeal any other powers granted under State statutes.

F. Warning And Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

18.10.060 Administration.

A. Establishment of Development Permit -- Flood Hazard Permit Required. A Flood Hazard Permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 18.10.050. The permit shall be for all structures including manufactured homes, as set forth in the "Definitions," and for all development including fill and other activities, also as set forth in Section 18.10.040. The permit shall be exempt from the following project permit processing requirements of title 19 of the Gig Harbor Municipal Code: GHMC Section 19.02.003 (determination of completeness); GHMC Section 19.02.004 (notice of application); GHMC Section 19.01.003(B) (optional consolidated permit processing); RCW 36.70B.060(5) (single staff report with all decisions made as of the date of the report as to all project permits); RCW 36.70B.060(6) (requirement that there be no more than one open record hearing and one closed record appeal); GHMC Section 19.05.009 (notice of final decision); and GHMC Section 19.05.009(A) (completion of application review within any applicable deadline).

B. Application for Flood Hazard Permit. Application for a Flood Hazard Permit shall be made on forms furnished by the Community Development Director. A complete Flood Hazard Permit shall include the following:

(1) Plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

2) Elevation in relation to mean sea level, of the lowest floor (including basement) of all structures recorded on a current elevation certificate (FF 81-31) with Section B completed by the local official.

3) Elevation in relation to mean sea level to which any structure has been floodproofed;

4) Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet floodproofing criteria in Section 18.10.070;

5) Description of the extent to which a watercourse will be altered or relocated as a result of proposed development.

C. Designation of the Local Administrator. The Community Development Director or his/her designee is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

D. Duties & Responsibilities of the Local Administrator. Duties of the Local Administrator shall include, but not be limited to:

1) Permit Review.

a) Review all Flood Hazard permits to determine that the permit requirements of this ordinance have been satisfied.

b) Review all Flood Hazard permits to determine that all necessary permits have been obtained from those Federal, State, or local governmental agencies from which prior approval is required.

c) Review all Flood Hazard permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 18.10.070 are met.

2) Use of Other Base Flood Data (In A and V Zones).

When base flood elevation data has not been provided (in A or V Zones) in accordance with Section 18.10.050(B), BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, the local administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source, in order to administer Sections 18.10.070(G), SPECIFIC STANDARDS, and 18.10.070(M), FLOODWAYS.

3) Information to be Obtained and Maintained

a) Where base flood elevation data is provided through the Flood Insurance Study, FIRM, or required as in Section 18.10.060 (E), obtain and record the actual (as-built) elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement, recorded on a current elevation certificate (FF 81-31) with Section B completed by the local official.

b) For all new or substantially improved floodproofed nonresidential structures where base flood elevation data is provided through the FIS, FIRM, or as required in Section 18.10.060(E):

i) Obtain and record the elevation (in relation to mean sea level) to which the structure was floodproofed.

ii) Maintain the floodproofing certifications required in Section 18.10.070(I)(3).

4) Alteration of Watercourses.

a) Notify adjacent communities and the Department of Ecology prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

b) Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

5) Interpretation of FIRM Boundaries

Make interpretations where needed, as to exact location of the boundaries of the areas of special flood hazards (e.g. where there appears to be a conflict between

a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation. Such appeals shall be granted consistent with the standards of Section 60.6 of the Rules and Regulations of the National Flood Insurance Program.

I. Conditions for Variances.

1) Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.

2) Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.

3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

4) Variances shall only be issued upon:
i) A showing of good and sufficient cause;
ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant;
iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

5) Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from flood elevations should be quite rare.

6) Variances may be issued for nonresidential buildings in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry-floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria except 18.10.060(I)2, and otherwise complies with Sections 18.10.070(B), 18.10.070(D) and 18.10.070(E) of the GENERAL STANDARDS.

7) Any applicant to whom a variance is granted shall be given written notice that the permitted structure will be built with its lowest floor below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk.

18.10.070 Provisions for Flood Hazard Reduction.

A. General Standards. In all areas of special flood hazards, the following standards are required:

B. Anchoring.

1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure.

2) All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors. For more detailed information, refer to guidebook, FEMA-85, "Manufactured Home Installation in Flood Hazard Areas."

C. Construction Materials and Methods

1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

2) All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

3) Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Locating such equipment below the base flood elevation may cause annual flood insurance premiums to be increased.

D. Utilities

1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems;

2) Water wells shall be located on high ground that is not in the floodway;

3) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

4) Onsite waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

E. Subdivision Proposals

1) All subdivision proposals shall be consistent with the need to minimize flood damage;

2) All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;

3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage;

4) Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least 50 lots or 5 acres (whichever is less).

F. Review of Building Permits

Where elevation data is not available either through the Flood Insurance Study, FIRM, or from another authoritative source (Section 18.10.050), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment

and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.

G. Specific Standards

In all areas of special flood hazard where base flood elevation data has been provided as set forth in Section 18.10.050(B), BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, or Section 18.10.060(E), USE OF OTHER BASE FLOOD DATA, the following provisions are required:

H. Residential Construction

1) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated one foot or more above the base flood elevation (BFE).

2) Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria and the criteria included in 18.10.070H(3):

a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b) The bottom of all openings shall be no higher than one foot above grade.

c) Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

3) Crawlspace Construction for Buildings Located in Special Flood Hazard Areas. Crawlspace construction is allowed when such construction is designed and constructed in accordance with this section and FEMA Technical Bulletin 11-01:

a) The interior grade of a crawlspace below the BFE must not be more than 2 feet below the lowest adjacent exterior grade (LAG), shown as D in Figure 3, below.

b) The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall must not exceed 4 feet (shown as L in Figure 3) at any point. The height limitation is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas.

c) There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles, or gravel or crushed stone drainage by gravity or mechanical means.

d) The velocity of floodwaters at the site should not exceed 5 feet per second for any crawlspace. For velocities in excess of 5 feet per second, other foundation types should be used.

e) Below-grade crawlspace construction in accordance with the requirements listed above will not be considered basements.

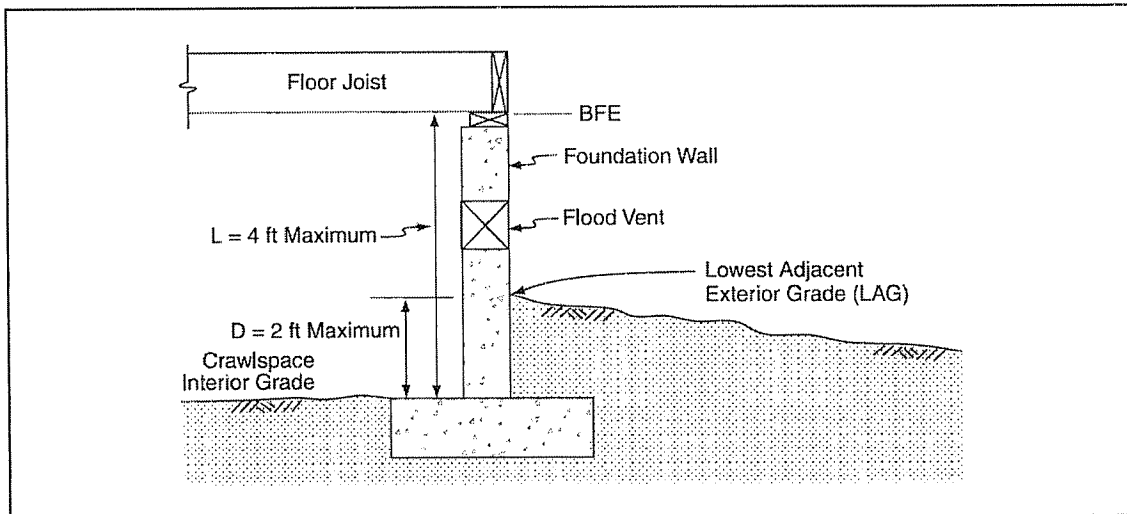


Figure 3 Requirements regarding below-grade crawlspace construction.

I. Nonresidential Construction

New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated one foot or more* above the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

1) Be floodproofed so that below one foot or more above the base flood level the structure is watertight with walls substantially impermeable to the passage of water;

2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

3) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in Section 18.10.060(F)2.

4) Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in 18.10.070(H)2;

J. Manufactured Homes

1) All manufactured homes in the floodplain to be placed or substantially improved on sites shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated one foot or more

above* the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

K. Recreational Vehicles

Recreational vehicles placed on sites are required to either:

- 1) Be on the site for fewer than 180 consecutive days, (or)
- 2) Be fully licensed and ready for highway use, on wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
- 3) Meet the requirements of Section 18.10.070(J) above and the elevation and anchoring requirements for manufactured homes.

L. AE and A1-30 Zones with Base Flood Elevations but No Floodways. In areas with base flood elevations (but a regulatory floodway has not been designated), no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

M. Floodways.

Located within areas of special flood hazard established in Section 18.10.050(B) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris, and increase erosion potential, the following provisions apply:

- 1) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge.

- 2) Construction or reconstruction of residential structures is prohibited within designated floodways, except for (i) repairs, reconstruction, or improvements to a structure which do not increase the ground floor area; and (ii) repairs, reconstruction or improvements to a structure, the cost of which does not exceed 50 percent of the market value of the structure either, (A) before the repair, or reconstruction is started, or (B) if the structure has been damaged, and is being restored, before the damage occurred. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or to structures identified as historic places, may be excluded in the 50 percent.

- 3) If Section 18.10.070(L)1 is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 18.10.070, PROVISIONS FOR FLOOD HAZARD REDUCTION.

N. Critical Facility

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA) (100-year floodplain).

Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

18.10.080 Excavation, grading, fill – Permit required.

The community development director shall require that any excavation, grading, fill or construction be performed only after issuance of a permit pursuant to title 15 GHMC.

18.10.090 Mudslide hazard.

The community development director shall require review of each permit application to determine whether the proposed site and improvements will be reasonably safe from mudslide hazards, a further review must be made by persons qualified in geology and soils engineering; and the proposed new construction, substantial improvement, or grading must be adequately protected against mudslide damage and not aggravate the existing hazard.

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

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

CITY OF GIG HARBOR

Charles L. Hunter, Mayor

February 26, 2007
(Final draft flood regs)

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

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

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
December 21st, 2006
Gig Harbor Civic Center**

PRESENT: Commissioners Jim Pasin, Jill Guernsey, Joyce Ninen, Harris Atkins, and Jeane Derebey. Commissioners Dick Allen and Theresa Malich were absent. Staff present: Dick Bower, Tom Dolan and Diane Gagnon.

CALL TO ORDER: 6:05 p.m.

The Planning Commission nominated Jim Pasin to serve as Chair in the absence of Chairman Dick Allen and Vice Chairman Theresa Malich.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of December 7th, 2006 as written.
Guernsey/Ninen – motion passed unanimously.

NEW BUSINESS

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to establish flood plain regulations

Planning Director Tom Dolan gave a brief overview of the proposal and noted that it is scheduled to go to public hearing on January 18th. He then introduced the Building Official/Fire Marshal Dick Bower to give a more detailed explanation of the proposal. Mr. Bower gave a historical background on the city's involvement in the national flood insurance program. He explained that it is mandated by FEMA in order to qualify for federal grants and loans. He stated that although the city had a flood plain ordinance on paper, it was not implemented and that the Department of Ecology is requiring that it be implemented. Mr. Bower noted that it will benefit people in the flood plain. He stated that he had taken the model ordinance and inserted Gig Harbor information in order to maintain compliance with the Department of Ecology. Additionally, he explained that the current regulations are in Title 15 and that it is being proposed to be put it into Title 18 in order assure that flood plain issues get addressed up front during the planning process. He illustrated to the Planning Commission the location of the flood plain in the City of Gig Harbor, showing the properties affected on the FIRM panel map. He explained how the regulations would be applied to these properties and stated that for the most part on the properties surveyed to date the area within the flood plain would be approximately where the bulkheads currently lie.

Commissioner Harris Atkins asked how had this applied to the Russell building and Mr. Bower responded that there was a letter submitted by their engineers and it had been surveyed and determined that the building was outside of the flood hazard area. Mr. Dolan asked if there were benchmarks surveyed in along the waterfront to make it easier for surveyors. Mr. Bower said that there were benchmarks and those locations were marked on the flood plain map. Mr. Atkins asked who was responsible for keeping the map up to date and Mr. Bower answered that the City

was responsible for notifying FEMA of needed map amendments. He explained that the maps are not revised that often since typically flood plains do not move much. He also noted that digital mapping is being used.

Commissioner Jeane Derebey asked how this may affect underground garages and Mr. Bower said that underground garages, as long as they don't have utilities, would not be affected. He continued by saying that if they have utilities then they would have to be raised above the flood elevation. Commissioner Joyce Ninen asked if there was a program for the city to do periodic review of the properties within the flood plain, once this is established. Mr. Bower stated that there was not they do not change much over time. Ms. Ninen asked if there were erosion problems and Mr. Bower said that there were not. He also stated that property owners can lower their flood insurance rate by raising their floor level.

Commissioner Guernsey asked about marinas and Mr. Bower said that this ordinance didn't apply to structures over water with the exception of net sheds as they are habitable. Additionally, he noted that net sheds are not eligible for flood insurance; however, they still must comply. He emphasized that the ordinance is a standard ordinance used by the state. Mr. Atkins asked if there will be non-conformities created and Mr. Bower answered that there will not be any more than there are with the current regulations. Mr. Atkins then asked about what kind of workload this would create for the Planning Department and Mr. Dolan answered that it will be minimal as there are not that many properties that will be affected.

Mr. Bower stated that he will be sending certified letters to the six property owners that were identified by the Department of Ecology as needing to have their flood elevations identified. Ms. Derebey asked if there was a consequence for the city if the property owners refuse. Mr. Bower said that they will be referred to DOE who will send them a letter and then if they still do not respond, DOE will send it on to FEMA and then at that point if they have flood insurance it will be cancelled. Mr. Pasin asked what alternatives those six property owners have. Mr. Bower explained that those buildings built after 1981, even though they received a building permit, they were still required to have their flood elevation identified.

Mr. Dolan pointed out that DOE has written a very strong letter requiring that we adopt this ordinance immediately. He stated that if we don't adopt these regulations it will affect everyone's flood insurance. Ms. Guernsey asked about the possibility of the City covering the cost for those six properties to be surveyed. Mr. Bower stated that how this will be applied to the six properties identified has not been determined as of yet.

Ms. Guernsey pointed out in the ordinance where it talked about electrical heating and venting, residential construction, non-residential construction. Mr. Bower explained the difference between the flood plain and the flood way. Mr. Atkins asked who would be notified for the public hearing. Mr. Dolan said that if the Planning Commission preferred, staff could notify the property owners along the waterfront. The Planning Commission agreed that they should be notified. Mr. Bower stated that he would attend the public hearing and Ms. Guernsey suggested that he provide an illustration of the flood plain.

Chairman Jim Pasin called a five minutes recess at 7:00 p.m..

The meeting was called to order at 7:10 p.m..

PUBLIC HEARING

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to exempt net sheds from the building size limitations (ZONE 06-1455).

Planning Director Tom Dolan gave a brief overview of the proposed text amendment for exempting net sheds. He explained that at the September 25th City Council meeting the council requested staff to prepare an ordinance that exempts net sheds from the square footage calculations in order to protect them from demolition. He stated that three work study sessions had been conducted with the Planning Commission and highlighted the issues discussed at those work study sessions. Mr. Dolan stated that the Planning Commission was being asked to make a recommendation to the City Council at the conclusion of this meeting or hold another work study session at the next meeting.

Commissioner Jeane Derebey asked if the whereas should have the words “all of” removed and that there be some reference to the original portion of the building in the definition.

Chairman Jim Pasin opened the public hearing at 7:17 p.m.

Bob Frisbie, 9720 Woodworth Avenue, Gig Harbor

Mr. Frisbie noted that he was one of the three people that were party to the appeal of Rainier Yacht Harbor and one of the things that the City Council has not shared is that there is a settlement agreement pending that states that they will bring this proposed ordinance before you. He stated that although this proposal is true he felt it was secondary to the primary reason. He pointed out that on page 25 of the pictorial inventory of net sheds it shows that net sheds have evolved over the years and a considerable number of them have been renovated. He expressed that he felt that the preservation of a net shed can still be accomplished by allowing them to be refurbished. Mr. Frisbie illustrated what Rainier Yacht had applied for in their building permit application and stated that they were proposing a club house with bathrooms. He said that he didn't feel that it met the definition of a historic net shed. He asked that the Planning Commission look at the definition of a historic net shed to make sure everything was covered. He distributed a copy of suggested changes to the ordinance which proposed adding other over water structures and an 1100 sq ft allowance. He stated that this would allow those net sheds constructed prior to 1950 and since you are giving an entitlement to the existing net sheds he was proposing that those net sheds constructed prior to 1950 but that have been removed should be allowed to rebuild their net sheds and limit them to 1100 square feet.

Ms. Derebey asked where he came up with 1100 and he said that he looked at the sizes of various net sheds and used Rainier Yacht Harbor's as an example. Ms. Guernsey said that the Planning Commission had not been a part of the settlement agreement and that she would like his opinion on whether net sheds should be included in the square footage allowable on that lot. Mr. Frisbie said that they were no longer net sheds and that they should be included in the 3500 sq ft limitation if there is not going to be the same entitlement for everyone.

Kae Paterson, 7311 Stinson Avenue, Gig Harbor.

Ms. Paterson stated that she has a friend who purchased a historic house with a net shed and they can't remodel the house because of the 3500 sq ft limitation and that she was surprised by this major disincentive to maintain a net shed. She noted that her friends have solved their problem; however, she felt this issue was larger and that everything should be done to keep our net sheds and promote adaptive reuse. She stated that as proposed she thought the proposed ordinance will work for those that want to keep their net shed but that someone who doesn't care may get rid of the net shed just as a maintenance issue. Ms. Paterson also noted that if people have to jump too many hoops to maintain their historic status they may not keep their net shed.

Chairman Pasin closed the public hearing at 7:35.

Mr. Pasin opened the discussion with the purpose of deciding if the Planning Commission wanted to send this forward to the City Council or bring it back for another work study session.

Ms. Guernsey asked if any comments had been received from net shed owners. Mr. Dolan said that we had not received any comments. Ms. Ninen said that they had spent three meetings discussing this issue and at the last meeting had concluded that having net sheds on the register was the only safeguard and she felt comfortable with that in place. Ms. Guernsey said it troubled her that there was no input from the property owners. She continued by saying that she didn't think that this ordinance accomplished the preservation of net sheds and that she felt it made more sense to not go forward with the ordinance at this time.

MOTION: Move to recommend approval of the ordinance as written and forward it to the City Council. Ninen/Atkins -

Mr. Atkins said that he agreed with Ms. Ninen that the commission recognizes that this ordinance is not going to assure preservation of the net sheds; however it is a way to remove a disincentive.

Mr. Dolan asked if the proposed changes as suggested by Commissioner Derebey should be included in the motion.

RESTATED MOTION: Move to recommend approval of the ordinance with the changes as suggested by Commissioner Derebey to remove the words "all of " in the whereas statement and change the definition to include a reference to the original portion of the net shed and forward the ordinance to the City Council. Ninen/Atkins -

Ms. Ninen asked if the ordinance should state prior to 1950 rather than over 50 years ago. Mr. Pasin pointed out that the historic preservation ordinance makes reference to buildings over 50 years old and everyone agreed that it should stay consistent. Mr. Dolan noted that in talking to the state preservation board in many instances when buildings are considered historic they might be 48 years old and their recommendation was to use language that required it to be very close to 50 years but could be left up to the local jurisdictions historic preservation board.

There being no further discussion the motion was passed with Commissioners Derebey and Guernsey voting no and Commissioners Pasin, Atkins and Ninen voting yes.

OTHER BUSINESS

Mr. Dolan went over the schedule for the next meeting, stating that January 18th will be the flood plain public hearing at 7pm and at 6pm they will have a work study session on another amendment.

Chairman Pasin thanked everyone for their service in 2006 and Mr. Dolan reminded everyone that they would need to nominate new officers at the first meeting of 2007.

ADJOURNMENT

Meeting was adjourned at 7:55 p.m.

CD recorder utilized:
Disc #1 Track 1
Disc #2 Track 1

City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
January 18, 2007
Gig Harbor Civic Center

PRESENT: Commissioners Jim Pasin, Jill Guernsey, Joyce Ninen, Dick Allen, Theresa Malich and Jeane Derebey. Commissioner Harris Atkins was absent. Staff present: Dick Bower, Tom Dolan, Jennifer Kester and Diane Gagnon.

CALL TO ORDER: 6:05 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of December 21st, 2006 with a typographical correction on page 2. Pasin/Ninen – motion passed unanimously.

OTHER BUSINESS

Mayor Hunter introduced the new City Administrator Rob Karlinsey. He went over Mr. Karlinsey's background. Mr. Karlinsey said that it was a privilege to be here in Gig Harbor and that he was hoping to build on the City's accomplishments. He thanked the commission for their service to the community and noted that city staff was there for them. Chairman Allen welcomed Mr. Karlinsey.

ELECTION OF OFFICERS

Commissioner Jill Guernsey nominated Commissioner Theresa Malich as Chair and it was seconded by Jeane Derebey. Nomination carried unanimously.

Commissioner Jim Pasin nominated Harris Atkins as Vice Chair.
Commissioner Theresa Malich nominated Jill Guernsey as Vice Chair

Nomination of Harris Atkins as Vice Chair passed with four voting in favor and one voting for Commissioner Guernsey.

NEW BUSINESS

1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – Proposal by the City Council to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

Chairman Theresa Malich turned this item over to staff for their report. Ms. Kester pointed out that they had been given the copy of the minutes from 1/23/06 outlining the decision from the City Council and that she also had included a memo from the City Attorney Carol Morris

outlining some talking points along with some additional attachments. She noted that this was an introductory meeting only and they will be holding more work study sessions on this issue.

Ms. Kester stated that the four elements of the proposed amendment were as follows: reviewing the definition of gross floor area as it pertains to basements and garages underground; creating new definitions for “basement”, “underground”, “finished grade”, and “original grade” and other terms if needed; Amending GHMC 17.72.030 to include maximum number of parking spaces for certain types of use, including but not limited to single-family residential; in contest to the above discussion, re-consider the square footage and maximum footprint limitations for the WM, WC and WR zones.

Mr. Pasin expressed that he was concerned with differences between these issues for single family homes versus commercial uses. Ms. Kester noted that his concerns could be dealt with in the definitions.

Carol Morris stated that at first they needed to address whether or not they should be regulating structures that are underground not with regard to uses. She gave an example of someone who had a basement that was seven stories of underground garage space and stated that they need to establish the legitimate public purpose for regulating something that is totally underground.

Commissioner Dick Allen noted that the other parking spaces still generate activity at the property. Ms. Morris replied that if the commission feels that would be the result, then perhaps they should be regulating the use instead. She said the next thing they needed to consider was whether garages should be included in the square footage limitation and whether or not the uses in these zones can be accommodated with these maximum square footage calculations. The other issues are the definitions of basement, underground, finish grade, and original grade. She continued by saying that they also needed to consider the maximum number of parking spaces allowed for certain uses. She stated that this pertained to low impact development regulations and that they need to examine the footprint limitation since there is a footprint limitation in one zone and not another.

Mr. Pasin asked for Ms. Morris’ opinion on the definitions and other items being on a city wide basis rather than just the three waterfront zones. Ms. Morris said that the definitions would be applied city wide. Mr. Pasin said that he would like the underground parking item looked at from a city wide standpoint. Ms. Morris replied that that was the decision of the Planning Commission.

Mr. Pasin then asked how maximum parking requirements have been defined, regulated and monitored by other jurisdictions and Ms. Morris answered that most cities have not adopted maximum parking limitations as of yet, but due to low impact development standards many cities are beginning to do so. Mr. Pasin said that he felt that single family and multi family was going to be the biggest challenge. Mr. Allen said he was wondering about WM and noted that there were only 3 properties that don’t have a marina attached to them and how would they be regulated. Ms. Kester said that would have to be one of the issues decided and noted that WM is the only zone that regulates marina parking differently.

Planning Director Tom Dolan reminded the Planning Commission that this was a request from the City Council and noted that it had been suggested that a meeting be held with the City Council or the Planning and Building Committee of the City Council to further discuss their intent.

Mr. Allen asked why the maximum parking was being brought up and Carol said it was probably from a lawsuit and Ms. Kester reiterated that it was due to two large single family homes being proposed with lots of parking. Mr. Pasin noted that these were issues that had been encountered by the Design Review Board on several occasions and these definitions are necessary to better address these issues.

Ms. Morris continued explaining that they were looking at is whether an underground structure should be counted in the square footage. She also suggested that they have the uses properly identified in the zones and determine if the allowance of underground structures would intensify the use. Ms. Ninen voiced concern a possible opportunity for illegal activities underground and Ms. Morris noted that it could be true now whether we count it in the square footage limitation or not. Ms. Morris said she would look into whether other jurisdictions had experienced any increase in illegal activity.

Commissioner Jill Guernsey said that she felt that there is still a public welfare issue with regulating structures and do the same regulations apply when the structure is below ground. She suggested that they start by looking at each of the public safety, health and welfare issues and decide whether they apply to underground structures.

Ms. Malich asked if the square footage limitation fits within the scale of these areas. Mr. Allen said that he felt that if someone is contemplating going below ground with a garage facility it is because he has run out of space above ground, therefore, they are intensifying their use above what the space can accommodate and increasing the activity.

It was pointed out by Ms. Malich that on the first page of the ordinance it says the intent is to maintain the mass and scale of the existing pattern of development. Ms. Kester said that the question is if someone has two stalls totally underground does that affect the scale and size of structures on the waterfront. Ms. Morris pointed out that when it was determined what was out there they looked at the homes that exist, so exempt basements that are totally underground would not affect the scale. She also noted that the square footage limitations may make it so that the uses allowed in these zones can't operate so should these uses be allowed in these zones or should the limitation be changed. Ms. Kester said that some local architects may be able to come in and address these issues. Ms. Guernsey asked if there was any reason other than the square footage limitation that causes the council to want to look at this as it seems to be something we keep having to re-examine. Ms. Morris stated that the Planning Commission needed to decide whether underground structures should be included or not and if not, then a reason needs to be developed.

Mr. Dolan asked if the commission would like to discuss this item at the next meeting or would they more time to do some research. Mr. Pasin said that he thought they should continue the discussion at the next meeting and everyone agreed.

Chairman Malich called a five minute recess at 7:00 pm. The meeting was reconvened at 7:05.

PUBLIC HEARING

1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – Proposal by the City Council to establish flood plain regulations

Chairman Theresa Malich opened the public hearing at 7:06 pm.

Planning Director Tom Dolan briefly went over the staff report on the flood plain regulations as suggested by the Department of Ecology and pointed out that there was a representative from DOE present. He noted that notice of this hearing was sent to 318 property owners along the waterfront and was also published in the Peninsula Gateway. Mr. Dolan stated that if these required amendments are not adopted some waterfront property owners could have their flood insurance cancelled. He added that FEMA and DOE are requiring flood plain certificates for six properties. Mr. Dolan said a couple of people had been in to ask questions and one had gotten a copy of the ordinance. He stated that it was possible for the commission to take action on this proposed ordinance this evening.

Building Official/Fire Marshal Dick Bower pointed out that the city does have had a flood plain ordinance in the code at this time; however, what we are trying to do is assure that our ordinance stays consistent with state requirements so that our citizens can maintain their flood insurance. He then introduced Kevin Farrell from the Department of Ecology.

Mr. Farrell stated that he was a Flood Plain Management Specialist from the Southwest Regional Office who had conducted a community assistance visit which is basically an audit on the flood plain regulations and that as part of that they always review the flood plain ordinance. He stated that they are the state coordinating agency and work closely with FEMA. He went on to say that they came across numerous issues that were non-compliant in Gig Harbor and provided the model ordinance. Mr. Farrell noted that this is a voluntary program; however, federally guaranteed flood insurance is available if participating in the program and if a city is not participating then flood insurance can be obtained but at expensive rates and has ramifications on federally guaranteed loans. He stated that the City of Gig Harbor has a limited flood plain and is basically along the water.

Mr. Bower explained the difference types of flood plains and the information in the handouts provided. He went over how they are calculated how that determines your base flood elevation.

Ms. Malich asked if we have ever had a flood along the waterfront. Mr. Bower answered that it has happened with an extra high tide combined with wind. He added that he felt the biggest hazard was at Donkey Creek and cited what had happened with the Hennington Place Condos bulkhead failure.

Commissioner Guernsey asked about the six properties and what action the city will take against them. Mr. Bower said that they had been sent letters requiring them to provide flood certificates and explained that they would have had to do this anyway, it's just that it had not been asked for before. He added that city staff will work them to achieve compliance and pointed out that it

first needs to be determined if there is a problem as it may be that some of them are not within the flood plain. He said reminders will be sent out and the city will work with DOE and FEMA to get this resolved. He further explained that the six property owners will have to have a surveyor come out and shoot elevations in order to receive a flood certificate and then determine at that time if they are within the flood plain.

Mr. Farrell noted that this law has been in place for many years and that DOE had asked for flood certificates on these six properties and the city didn't have them on file. He said that if there is no response from the property owners from the letter sent out by the city then DOE will send out letters to those property owners. He noted that DOE will report back to FEMA on the compliance and/or non compliance.

Since there was no public present, Chairman Malich closed the public hearing at 7:30 pm.

Ms. Guernsey asked what had happened in the past when the local jurisdiction has needed to have property owners obtain flood plain certificates and asked what happens if they don't comply. He said he would have to discuss that with FEMA and that if they are within the flood plain and if the structure is not elevated to the level it should have been then their insurance rate will be higher. Ms. Guernsey said that she felt that the property owners were being put in a difficult position because of a slip up by the city. Commissioner Derebey asked if the property owner did not comply would it jeopardize the city's participation in the FEMA program and Mr. Farrell said that it may and that FEMA may ask that the city impose their laws. He noted that several cities have been suspended for non compliance. Mr. Pasin noted that over 300 notices were sent out and there had been no public comments received.

MOTION: Move to recommend approval and forward the ordinance to city council.
Pasin/Guernsey – Motion passed unanimously.

Ms. Derebey asked if perhaps there could be more properties and Mr. Farrell said that there could be more as they typically take a representation of the flood plain. Mr. Bower stated that the Building Division is requiring flood elevation certificates for new buildings on the waterfront.

ADJOURNMENT

Meeting was adjourned at 7:40 p.m.

CD recorder utilized:
Disc #1 Track 1
Disc #2 Track 1



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

**Subject: Gig Harbor Police February 2007
Council Report**

Proposed Council Action: Review

Dept. Origin: Police Department

Prepared by: Chief Mike Davis

For Agenda of: March 12, 2007

Exhibits: Report attached

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: _____

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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DEPARTMENTAL ACTIVITIES

February 2007 YTD **calls for service** when compared to February 2006 YTD **calls for service** show an increase of 103 dispatched calls. During this timeframe we have seen 39 fewer **reports written** by our officers. **DUI arrests** in 2007 YTD are down by two compared to 2006. Our **infractions** are down by 36 this year; and our criminal citations are up by 13. Statistics show our February 2007 YTD **traffic accidents** have decreased by five accidents when compared to February 2006 YTD (we only had ten accidents in February which is very low). February 2007 YTD statistics indicate our **misdemeanor and felony arrests** are down by 31 and two arrests respectively when compared to the same two month period in 2006.

Category	February 2007					
	February 2006	February 2007	Change	YTD 2006	YTD 2007	Change
Calls for Service	331	351	20	682	785	103
General Reports	140	119	-21	312	273	-39
Criminal Traffic	12	12	0	19	22	3
Infractions	111	108	-3	192	156	-36
Criminal Citations	8	7	-1	8	21	13
Warrant Arrests	5	5	0	11	10	-1
Traffic Reports	18	10	-8	35	30	-5
DUI Arrests	3	1	-2	6	4	-2
Misdemeanor Arrests	47	24	-23	77	46	-31
Felony Arrests	7	6	-1	18	16	-2
FIR's	1	0	-1	3	0	-3

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

The Reserve Unit supplied 64 hours of volunteer time assisting our officers in February.

The COPS (Citizens on Patrol) program was inactive during the month of February.

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

- 2/2/07, meeting with Safe Boats Corp in Port Orchard
2 Officers @ 3.5 hours each = 7 hours

- 2/6/07, boat fire @ Peninsula Yacht Basin
1 Officer "oil boom" deployment = 3 hours
- 2/22/07, launch boat & boat familiarization
2 Officers @ 2 hours each = 4 hours
- 2/23/07, oil spill containment training & oil boom deployment training
4 Officers @ 7 hours each = 28 hours
- 2/25/07, oil boom deployment @ Fox Island boat fire scene
1 Officer @ 3 hours

Total Officer Hours: 45

The Explorer's attended two training meetings this month. The Explorer's learned about accident reports and each Explorer completed an entire accident report. Based on the busy School/Work schedule of each Explorer they were unable to attend the Federal Way Challenge. We have a scheduled recruitment meeting for March and look forward to good attendance.

- Training Meetings **24 Hours**
- Volunteer **28 Hours**
- Ride Alongs **112 Hours**
- **Total Hours 164 Hours**

TRAFFIC ACCIDENT LOCATION REPORT FOR FEBRUARY 2007

LEGEND:

P/LOT- PARKING LOT H&R- HIT & RUN
 NON - NON INJURY INJ- INJURY
 RED/CYC- PEDESTRIAN/CYCLIST R/A- ROUNDABOUT

TRAFFIC ACCIDENTS FOR FEBRUARY 2007					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
2/1/2007	13:47	3110 Judson St.	Non	GH070149	22
2/9/2007	14:05	5500 Olympic Dr.	Non	GH070182	47
2/9/2007	14:00	4408 97th St. NW	Non	GH070183	17
2/13/2007	14:00	4818 Pt. Fosdick Dr.	H&R P-Lot	GH070207	N/A
2/12/2007	12:30	3105 Judson St.	H&R P-Lot	GH070211	N/A
2/15/2007	22:45	Peacock Hill & 112th Ave.	H&R R/A	GH070213	N/A
2/19/2007	19:09	7000 Artondale Dr.	Non	GH070226	18
2/20/2007	14:16	3110 Judson St.	Non	GH070229	85
2/26/2007	12:30	5150 Borgen Blvd.	H&R P-Lot	GH070249	76
2/27/2007	19:50	5100 Borgen Blvd	H&R R/A	GH070257	N/A
2/28/2007	11:30	5200 Borgen Blvd.	Non	GH070262	19

TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY 2007 YTD

	Teens (15-18)	Young Adult (19-25)	Adult (26-50)	Seniors (51 over)
January	1	2	11	6
February	2	2	2	2
YTD	3	4	13	8

Some of the more interesting calls for the month of February 2007 included:

- February 2nd: A resident reported the theft of his snowmobile and trailer which was parked in front of his residence. The theft occurred sometime during the nighttime hours and there are no suspects. Case # 070153

- February 2nd: A 16-year old male was arrested for Reckless Driving at 8:30 pm after an officer witnessed him traveling at over 60 mph per hour in a 30 mph zone. The 16-year old tried to negotiate a right turn while traveling at the high speed and ran over a stop sign. Case # 070155

- February 3rd: At 2:00 am, Officer Dahm was advised of some teenagers drinking alcohol in the parking lot of a local shopping center. Officer Dahm located one of the vehicles involved and approached the driver's window. When the 17-year old male rolled down the window, Officer Dahm smelled the strong odor of marijuana. Officer Dahm asked the occupants where the marijuana was. The driver hesitated and then opened his center console and handed Officer Dahm 34.4 grams of packaged marijuana. The marijuana was separated into individual baggies. The 17-year old was arrested and later admitted that he sells marijuana to help support his own habit. The 17-year old was also in possession of \$172.00, which he said was partially collected from drug sales. The 17-year old was driving a 2004 Ford Expedition, which was seized under the drug forfeiture laws. The 17-year old was released to his parents and a report of the incident has been forwarded to Remann Hall requesting a charge of Unlawful Possession of a Controlled Substance with Intent to Deliver. Case # 070157

- February 4th: At 10:30 pm, officers were dispatched to a local apartment on a possible domestic assault. Officers have responded to this location several times in the past for domestic violence incidents. Upon arriving, officers found a very intoxicated 55-year old female and her intoxicated 53-year old boyfriend. The female had several fresh bruises and said that her boyfriend had assaulted her. The male denied assaulting the female and said that she had fallen down several times. A downstairs neighbor reported that he heard the two fighting prior to the officer's arrival. The male was taken into custody for Assault (DV) and violation of a Restraining Order. The female was transported to a local hospital by the medical crew for non-life threatening injuries. Case # 070167

- February 5th: Detective Fred Douglas was assigned to investigate a possible child rape incident that occurred in 1999. The investigation was initiated by Child Protection Services (CPS) based on a report from a church leader. In the course of his investigation, Detective Douglas was able to determine that a now 21-year old male had sodomized his 13-year old brother on multiple occasions. At the time of the offenses, the suspect was 14 years old and his brother (the victim) was 6 years old. Detective Douglas arrested the 21-year old suspect on a charge of Child Rape and the case has been forwarded to the Prosecutor's Office for review. The suspect and victim no longer live in the same household. Case # 070163
- February 5th: A city employee reported that during the night time hours, vandals spray painted graffiti over several sections of the barbecue area and restrooms at the City Park. The cost to repair the damage is estimated at \$2000.00. There are no suspects. Case # 070165
- February 5th: While on patrol at approximately 8:00 pm, Sgt. Emmett observed a large boat on fire at the Peninsula Yacht Basin located on North Harborview Drive. Fire District #5 arrived soon after and battled the fire for over an hour. The fire consumed the 46' fiberglass boat and the boat sank at the dock. Two other boats moored close by were also severely damaged by the fire. The city owned oil boom was deployed and environmental damage was held to a minimum. There were no reported injuries and the fire is currently under investigation. Case # 070168
- February 6th: The same city employee from 2/5/07, reported damage to several park lights at the "Old Ferry Landing" located at the end of Harborview Drive. The damage may have been caused by the same vandals that sprayed graffiti at the City Park. The damage estimated to repair the lights is \$700.00. There are no suspects. Case # 070169
- February 8th: At 7:55 pm, Sgt. Busey stopped a vehicle for a red light violation. A records check of the 37-year old male driver revealed an active arrest warrant from Pacific Police Department. The male was taken into custody and transported to the Fife PD Jail. Case # 070178
- February 9th: At 11:00 am, a 15-year old female was arrested for attempting to steal several cosmetic items from a local drug store. Store employees witnessed the suspect concealing items in her clothing and detained her until the police arrived. When questioned, the 15-year old said that she had skipped out of school and took a bus to the area of the drug store. The suspect was released to her mother and a report of the incident has been forwarded to Remann Hall for charges. Case # 070181

- February 10th: At 3:00 pm, Officer Jahn stopped a vehicle for a traffic infraction. Upon talking with the 31-year old male passenger in the vehicle, Officer Jahn learned that he had an active arrest warrant out of Kitsap County. The passenger was taken into custody and transported to the Kitsap County Jail. Case # 070187
- February 10th: At 3:50 pm, a female resident reported that as she walked to a neighbor's apartment, she noticed a male and a female sitting in a "beater" type vehicle in the apartment parking lot. The female thought the couple looked a little suspicious, but continued to walk to her neighbor's apartment. When she found that her neighbor was not at home, the female walked back to her apartment. As she approached her front door, the female she had seen in the parking lot walked out of the front door. The resident confronted the female and the female said that she went to the wrong apartment by mistake. The female then quickly fled with the male in the "beater" vehicle. The resident checked her apartment and could not find anything missing or tampered with. She believes that the male "tipped" the suspect off by cell phone advising the resident was returning. The resident reported that she had left her front door unlocked when she went to the neighbor's apartment. No license plate was seen and the suspect is unknown at this time. Case # 070188
- February 10th: A 17-year old male was arrested after he escaped from a security guard at a local department store. The 17-year old was being detained by security after being stopped for shoplifting when he pushed away from security and fled the area in his vehicle. The license plate was recorded by security and the suspect was later arrested by police at his home. The suspect admitted his involvement and was booked into Remann Hall. The security guard was not injured. Case # 070189
- February 10th: A father reported that sometime during the day, a thief stole his son's 1995 Ford Escort while it was parked in front of their residence. The 21-year old son is away at college and the father took the Escort for a drive earlier in the day. The father forgot to take the keys out of the car and lock it. There are no suspects. Case # 070190
- February 11th: At 7:00 pm, Sgt. Emmett observed an older vehicle driving into the area of a new construction site. The construction site is one of many that have been targeted by metal thieves. After watching the vehicle stop inside the work area, Sgt. Emmett contacted the occupants of the vehicle. The 37-year old male driver said that he had made a wrong turn and ended up at the construction site. When asked for his driver's license, the male said that it was suspended. The 33-year old female passenger was also questioned and she said that she "probably" had an assault warrant for her arrest. A records check was conducted and the suspended drivers license and warrant were confirmed. The driver was cited and released and the female was booked into the Pierce County Jail on the warrant. Case # 070192

- Other reported incidents during the first week in February included:
 - 1 Injury Accident
 - 1 Non Injury Accident
 - 2 Vehicle Prowls
 - 3 Driving While License Suspended Arrests

- February 12th: At 1:38 am, Officer Brunson observed a vehicle weaving in and out of its lane of travel while traveling on SR 16. A stop was made on the vehicle and the 51-year old male driver showed signs of intoxication. The male admitted to drinking at a local saloon prior to being stopped. The male failed field sobriety tests at the scene and was arrested for DUI. The male later blew a .16 on the BAC machine. Case # 070193

- February 12th: At 11:05 am, a local drug store reported that an unidentified male fled the store with a basket of stolen electronic equipment. The male was picked up by a van that was waiting outside in the parking lot. The van fled the lot before the officers arrived. The case is currently under investigation. Case # 070196

- February 12th: At 2:30 pm, officers arrested a 14-year old male on an outstanding arrest warrant from Remann Hall for being a “Youth at Risk.” Police arrested the youth at a local high school after receiving a tip that he was there. The youth was booked into Remann Hall. Case # 070198

- February 12th: At 4:30 pm, officers conducted a mini “sting operation” at two local tobacco stores after learning that the stores were selling drug paraphernalia and illegal weapons. Officer Raquel Brunson and CSO Lynn Mock dressed up in “plain clothes” and purchased illegal marijuana pipes from both stores. The store owners were hiding the pipes under the counter and were selling them by special request. The two stores were also selling “brass knuckles” & “butterfly knives” by request. All of the pipes and weapons were seized and the store employees were issued citations for selling the illegal items within the city limits. Case # 070199

- February 12th: A local home improvement store reported a theft in which an unidentified male deceived the store into refunding him \$903.00 for merchandise that he never returned. The way the scam worked was that the male purchased several large items for \$903.00. He paid the store in cash and asked the store to keep the merchandise in the “will call” section while he got a larger vehicle to pick the merchandise up. The male then returned to the store and with the merchandise on a cart, wheeled it past the register showing the clerk his receipt from a distance. The male then loaded the merchandise into a truck and returned to the “will call” section of the store. At “will call”, the male informed

them that he changed his mind and did not want the merchandise. The store then provided a full refund in cash. The male then left the store with the merchandise and the refund. The store also reports that the entire transaction was recorded on video tape and the suspect and his accomplices have pulled off this scam at several store locations throughout the state. In fact, the suspects have even returned the stolen merchandise to other stores for a second refund. The case is currently under investigation. Case # 070200

- February 12th: At 7:00 pm, a 16-year old female was arrested for attempting to steal \$117.00 worth of CDs and kitchen towels from a local department store. Security watched the suspect conceal the items in her large purse and attempt to walk out of the store. She was then detained until the officer arrived. When the officer contacted the suspect's parents, they said that their daughter had chosen to live on her own with her boyfriend, and they would not pick her up, or attend any legal proceeding on her behalf. The case was forwarded to Remann Hall for charges. Case # 070201
- February 13th: At 11:07 am, a 38-year old male was stopped for a traffic offense. A records check showed that the male was wanted on a felony "Escape" warrant from the Department of Corrections (DOC). The 38-year old was also driving with a suspended driver's license. The male was taken into custody and booked into the Pierce County Jail on the warrant. Case # 070202
- February 13th: At 3:47 pm a 17-year old female was arrested for assaulting her 17-year old girlfriend. The suspect's parents had reported the suspect as a runaway. The offense took place in the parking lot of a local department store as the victim attempted to convince the suspect to return home. The suspect was released to a parent at the scene. The victim did not require medical attention and a report of the incident has been forwarded to Remann Hall for charges. Case # 070205
- February 13th: At 7:00 pm, the same department store reported finding a baggie of marijuana on the floor of their store. The marijuana was booked into the Gig Harbor Police property room for destruction. The owner of the marijuana is unknown. Case # 070209
- February 18th: At 2:36 am, officers responded to a burglar alarm at a local gas station. Upon arriving, officers discovered that the front door glass had been smashed out and the station had apparently been burglarized. The in-store video showed two teenage males dressed in black hooded sweatshirts throw a rock through the door glass. The males then ran into the station and grabbed several packs of cigarettes. The audible alarm must have frightened the teens off, because they grabbed the cigarettes and fled out the front door within a matter of seconds. While on their way out, one of the suspects unknowingly dropped his cell phone leaving it at the scene. A K-9 unit arrived on the scene and searched the immediate area with negative results. A check of the cell

phone memory identified the owner. The case is currently under investigation. (UPDATE: Detective Douglas has been successful in locating and charging both suspects in this case) Case # 070219

- Other reported incidents during the second week in February included:
 - 3 Hit & Run Accidents
 - 2 Vehicle Prowls
 - 2 Driving While License Suspended 3rd degree Arrests

- February 18th: A female resident reported that sometime over a two-day period, someone stole a washer and dryer from an unlocked out-house on her property. The appliances were being stored at the time of the theft and the victim valued them at \$700.00. The female believes that her daughter's boyfriend may be responsible for the theft. The case is currently under investigation. Case # 070221

- February 18th: At 11:07 pm, Officer Dahm stopped a vehicle for a traffic violation. While the vehicle was pulling over, Officer Dahm noticed that the rear seat passenger was "moving around" just prior to the vehicle stopping. Upon contacting the occupants of the vehicle, Officer Dahm smelled a strong odor of alcohol coming from the rear seat area. When questioned, the 18-year old male passenger denied having any alcohol. Officer Dahm asked the passenger to step out of the vehicle and in doing so; Officer Dahm saw a can of beer stuffed in the rear seat pocket. The beer can was half empty and the 18-year old admitted to drinking it along with drinking two others. The 18-year old was arrested for Minor in Possession (MIP). He later informed Officer Dahm that he has been arrested four times for MIP. Case # 070222

- February 20th: At 12:41 pm, Officer Dahm noticed a vehicle parked in the parking lot of a closed business. The windows on the vehicle were steamed up and it was apparent that the vehicle was occupied. Officer Dahm contacted the four teenage occupants in the vehicle and quickly determined that all four were drinking alcohol. The teenagers consisted of two 16-year old females and two 17-year old males. All four were in possession of beer cans and all four admitted to consuming 3-4 beers each. Officer Dahm also found a case of beer in the vehicle with 3 remaining full cans. All four teens were arrested for Minor in Possession of Alcohol and released to their parents. A report of the incident has been submitted to Remann Hall for charges. Case # 070227

- February 21st: A female resident reported that someone smashed out the rear window and dented the quarter panel of her vehicle while it was parked at her boyfriend's residence during the day. The victim believes that her ex-boyfriend may be responsible for the damage as he has made several threats toward the victim and her new boyfriend. The case is currently under investigation. Case # 070234

- February 21st: At 2:35 pm, a 44-year old male was arrested after attempting to steal a ½ gallon of chocolate milk and a package of lasagna from a local grocery store. Store employees observed the suspect concealing the items and detained him as he attempted to exit the store. The suspect was issued a criminal citation for Theft 3rd degree and released. Case # 070235
- February 23rd: At 4:30 pm, Sgt. Dougil and Officer Welch were dispatched to assist the PCFD District #5 with an intoxicated 17-year old male at the Gig Harbor Skateboard Park. Upon arriving, the officers found the teenager to be extremely intoxicated. The teen voluntarily provided a breath sample of .125 on the Portable Breath Tester (PBT). When asked how he got so intoxicated, the teen replied that he had been drinking at a friend's house earlier in the day and the next thing he knew, he was lying in the bushes at the Skateboard Park. The teen was arrested for Minor in Possession of Alcohol and released to his father. A report of the incident has been forwarded to Remann Hall for charges. Case # 070240
- February 24th: A female resident reported that sometime on 2/14/07, someone stole two Federal Express packages from her front porch. Realizing that her packages never arrived, the victim contacted Federal Express and was told that they were delivered on February 14th. The packages contained 20 items of clothing, and were valued at \$1800.00. There are no suspects in the case. Case # 070241
- February 25th: At approximately 2:30 am, Officer Dahm responded to a possible domestic violence call at a local apartment. The caller had reported that she heard two people arguing in the apartment. Upon arriving, Officer Dahm found the apartment dark and quiet and no one answered the door. About an hour later, Officer Dahm responded to a second call of people arguing inside. Upon knocking on the door the second time, an intoxicated female answered. Officer Dahm immediately smelled the odor of burning marijuana. The female explained that she and her boyfriend had been drinking and making noise, but were not fighting. Officer Dahm contacted the 26-year old male boyfriend in their bedroom and noticed that the smell of burning marijuana was even stronger. When asked where the marijuana was, the male opened a dresser drawer and handed Officer Dahm a baggie containing 4.5 grams of marijuana and a marijuana pipe with burnt residue. The male was taken into custody for Unlawful Possession of a Controlled Substance under 40 Grams and released with a criminal citation. Case # 070244
- February 25th: A city resident reported that sometime over a two-day period, someone entered his unlocked storage shed and stole a generator, electric trolling motor and air compressor. The victim estimated the value of the items at \$750.00. There are no suspects at this time. Case # 070245

- February 25th: Shortly after noon, Sgt. Dougil was requested to assist the PCFD Dist #5 by bringing the city owned oil boom to the scene of a boat fire at a Fox Island Marina. The boat fire was contained upon Sgt. Dougil's arrival and the boom was deployed around the fire scene.
- Other reported incidents during the third week in February included:
 - 2 Non Injury Accidents
 - 2 Hit & Run Accidents
 - 3 Vehicle Prowls
 - 1 Driving While License Suspended Arrest
- February 27th: At 1:22 pm, Officer Cabacungan stopped a vehicle for a traffic offense. Upon checking the driving status of the 18-year old male driver, it was revealed that his Washington's driver's license was suspended in the 2nd degree for past alcohol violations. The 18-year old was taken into custody and booked into the Pierce County Jail. Case # 070256
- February 28th: At 9:30 am, a local hardware store reported that an unidentified male entered the store and asked to look at a \$200.00 cordless drill that was displayed in a glass case. The clerk handed the drill to the male and the male immediately walked out the store with the drill in his hand and fled the parking lot in a van. Employees noted the license plate of the van and the case is currently under investigation. Case # 070259
- February 28th: At 11:08 am, Officer Cabacungan was dispatched to a local bank on a male attempting to cash five \$500.00 fraudulent travelers checks. The 36-year old male was taken into custody and transported to the police station for an interview. During the interview, the male said that he had actually received the traveler's checks from a gorgeous female claiming to live in Nigeria, Africa. (He saw her picture on the internet) The two met on the internet, and the female claimed that she was rich and would love to come to America to be with him. Her only problem was that her fortune had been paid in traveler's checks and she could not cash them in Nigeria, so she mailed them to him and asked that he send the money back to Nigeria so she could catch the next flight to America. The male also produced several pages of emails between the two over the last couple of months verifying his account of obtaining the traveler's checks. The male was released and a report of the incident forwarded to the prosecutor for review. Case # 070260
- February 28th: At 11:52 pm, Officer Allen stopped a vehicle for a traffic offense. A check of the 47-year old male driver revealed that his Washington driver's license was suspended in the 2nd degree. The license was suspended for past alcohol violations. The 47-year old was taken into custody and booked into the Pierce County Jail. Case # 070263
- Other reported incidents during the last week in February included:

- 1 Injury Accident
- 6 Hit & Run Accidents
- 9 Vehicle Prowls

TRAVEL / TRAINING:

- Officer Chapman - Defensive Tactics / Level Two - CJTC - February 5 - 9, 2007
- Sgt. Busey - follow-up training on Managing for High Performance & Retention Feb 12 & 13 - Gig Harbor Civic Center
- Lt. Colberg, Sgt.'s Emmett & Dougil - Sergeant's Academy - February 19th - 23rd (40 hours) Gig Harbor Wesley Inn
- Sgt. Dougil, Officer's Dahm and Jahn - Active Shooter Training with PCSO in Buckley
- MSU Training (oil spill boom deployment, Department of Ecology) - Feb. 23rd - 0800 - 1600 - Busey, Dahm, Douglas and Cabacungan
- Detective Douglas - Digital and Video camera training - Edmonds - Feb. 13th - 16th
- Officer's Welch and Dennis participated in the regional DUI emphasis at Fife on February 17th
- On February 21st, Chief Davis attended a one-day seminar on Increasing Human Effectiveness

SPECIAL PROJECTS:

CSO Lynn Mock is working on organizing a Gig Harbor Police Community Academy. This is a community outreach program that provides nine training sessions on the internal workings of the police department to a select group of community members.

As you have probably noticed, CSO Mock is also placing the speed trailer out more frequently. This last month she was able to get it out on city roads most every day during the week, Monday through Friday.

We are getting close to securing an installer for our surveillance cameras at the Skateboard Park. I am awaiting one last bid for the project, at which time we will proceed with the installation.

PUBLIC CONCERNS:

We are dealing with a 40-foot derelict cabin cruiser that has grounded itself at the north end of the harbor near Crescent Creek. Our efforts to locate the owner have not been

successful. We may be forced to dispose of the vessel following the laws governing derelict boats.

Thefts from vehicles continue to be the crime du jour. During the last week in February we had ten, usually involving high priced items left in plain view.

The rash of graffiti incidents we experienced in January seems to be dwindling. We are encouraging property owners to cover the graffiti up as soon as it is discovered.

We had 19 false alarms during the month of February. Several businesses have been sent warning letters. A few have not responded to our requests to return our false alarm compliance reports. These businesses will be fined under our false alarm ordinance.

FIELD CONTACTS:

Staff made the following contacts in the community during February:

- Lt. Colberg, Fire Marshal Bower and Chief Davis met with Peninsula School District personnel and the PCSD to discuss active shooter training
- Chief Davis visited a 4th grade class at Purdy Elementary to assist with the "Reading across American" week celebration
- Lynn Mock was a guest speaker at the Western Washington Crime Prevention Coalition meeting. Lynn spoke on Internet Safety which is becoming a very popular presentation
- Sergeant Busey, FD #5 Assistant Chief Watson and Chief Davis attended a grant review meeting at the Department of Emergency Management (DEM) on February 14th for the Homeland Security grant program. We are submitting a grant proposal for a combination patrol and fire boat
- Chief Davis attended the Pierce County Chief's Association meeting held in Fircrest on February 15th
- On February 22nd, Chief Davis attended a joint meeting between our city planning department and Pierce Transit to discuss the proposed Peninsula Park and Ride
- On February 27th, Chief Davis, and Sergeant Busey met with Fire District #5 personnel to discuss developing a protocol directing the deployment of the two oil booms and to discuss details in the continued development of our joint effort to secure grant money for a combination patrol and fire boat for the harbor
- On March 1st, CSO Lynn Mock provided an Internet Safety presentation to the Gig Harbor Chamber Public Forum.

OTHER COMMENTS:

We held our annual "All-Hands" meeting on February 20th, 2007 at the Civic Center. We reviewed our accomplishments in 2006 and our new goals and objectives for 2007. In addition, we recognized several individuals in the department with special awards:

- Officer of the Year- Officer Dan Welch
- Support Staff of the Year-CSO Lynn Mock
- Reserve Officer of the Year-Ryan Menday

We also recognized Police Support Specialist Deb Yerry with an "Award of Commendation" for her hard work and dedication in keeping the front office running smoothly while Marline was out on a medical condition during the month of January.

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Business of the City Council
City of Gig Harbor, WA

Subject: 2/28 Council Retreat Follow Up

Proposed Council Action:

Review proposed actions and division of Work among Council/commissions/boards

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: March 12, 2007

Exhibits: Action Lists

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: PK

Approved as to form by City Atty: _____

Approved by Finance Director: N/A

Approved by Department Head: PK

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

INFORMATION / BACKGROUND

The Mayor and City Council held a retreat on February 28, 2007. At the retreat, the Mayor and the City Council identified a list of issues and action items. The first of the attached two documents lists the issues and actions in the order they were discussed at the retreat. The second document categorizes the actions by Council/commission/board.

If staff receives no changes from Council, we will develop proposed calendars that schedule the retreat issues as well as items that are already on the commission and board work plans. Staff will bring back the recommended calendars to the Council at a meeting in the near future.

FISCAL CONSIDERATION

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Review proposed actions and division of Work among Council/commissions/boards

Directives from February 28, 2007 City Council Retreat

	Subject	Action
1	Land Use Process Improvements	Refer to Plan / Bldg Committee
2	City Attorney Review	Refer to Interview Committee
3	Big Box Development	Refer to DRB
4	Commission/Committee/Board Communication	Joint Meetings
5	Grandfathering Non-conforming Structures / Zoning Changes	Refer to Plan / Bldg Committee
6	Vertical Zoning	Refer to Plan / Bldg Committee
7	Restriction of Offices in the Millville Zone	Refer to Plan / Bldg Committee
8	Grandfathering Building Size in Waterfront Zone	Refer to Plan / Bldg Committee
9	National Mainstreet Conference	Report back with recommendations
10	Downtown Character	No specific action specified
11	Affordable Housing: Floor area ratio for small lots, cottage homes, etc.	Attend conf./ hold Council workshop
12	Eliminate 3-1/2 foot Rear-yard Setbacks in relation to view basin	No further action requested
13	Transfer of Development Rights – Regional Banked System	Attend March '07 conference, report back to City Council
14	Low Impact Development	Staff to report back on tools and proposed code amendments – P&B Comm.
15	City / County Cross-Boundary Impacts	Step up discussions with County. Get on DOT Agenda
16	Staff Development Report	Cooperative training opportunities
17	Endangered Species	Review case law and regulation amendments and report back
18	Charrette/Visioning: <ul style="list-style-type: none"> . Affordable Housing . Master Plan . Main Street Program, etc. 	Find out what other communities have done. Explore options
19	Existing Infrastructure Needs	Staff to evaluate and report back to Operations Comm.
20	Street Connections: Harbor Hill Road / City-wide	Staff to evaluate and report back

	Subject	Action
21	Sidewalks & Connections <ul style="list-style-type: none"> . Westside Park connectivity . ADA Friendly...not just the minimum . Downtown Pedestrian Improvements 	W-side park connectivity already 2007 Work plan. Bring back sidewalk / trails inventory
22	Vehicular Speed Dampening in Downtown	Develop strategy; More communication between departments
23	Infrastructure Financing – More Operating \$\$	<ul style="list-style-type: none"> . Develop Capital Improvement Plan . Capital/Vehicle Replacement Fund . Engineering Staffing Needs - bring back recommendation.
24	Traffic Modeling	Continue to improve methodology
25	Unsewered Areas <ul style="list-style-type: none"> . LIDs . Identify smaller basins . More pump stations...affordable? 	Bring back recommendation to Operations Committee
26	Parks	<ul style="list-style-type: none"> . Develop a 5-year Plan . Give Parks Commission more Direction
27	Council Meetings	Sandwiches / water at meeting
28	Commercial Dock	Form Delegation to meet with stakeholders: Hunter, Payne, Ekberg, Franich
29	Grants	Prepare a periodic list of grant opportunities
30	Parking <ul style="list-style-type: none"> . Involve stakeholders . Include longer-term strategies . Structured parking? 	Bring back recommendation to operations committee
31	Explore Main Street Program and Grants	Report back to Council after March conference.
32	Amend the one reading Ordinance Passing provision in GHMC	City Attorney to develop a list of likely ordinances to be included in this provision
33	Weekend Code Enforcement: Explore using other options: <ul style="list-style-type: none"> . Laborers . "COPS" Volunteers 	Staff to report back to operations committee
34	Park Impact Fees	Evaluate fee increase, report back to operations committee
35	Gig Harbor North	Hold workshop 3/14
36	Eddon Boat	Operations & Finance Committees 4/2
37	Website improvements	Staff to make improvements

Topics from the February 28, 2007 Retreat Categorized by Committee/Commission/Board

Direct to the City Council

- Joint meetings with Council-appointed commissions/committees
- National main street report/workshop
- Affordable housing workshop (available tools such as small lot floor area ratios, cottage homes, etc.)
- Visioning/strategic planning: report on options and what other cities have done
- Commercial dock
- Public safety workshop (court, police, emergency management)

Planning & Building Committee

- Land use process improvements (Tom Dolan's recommendations)
- Grandfathering non-conforming structures outside waterfront zones, yet within City of Gig Harbor
- Vertical zoning
- Grandfathering building size in waterfront zone
- Low impact development
- Endangered species – report back on changes in case law, regulations
- Annexations – streamline the process
- Street vacations – non-user statute – one time blanket waiver
- Transfer of development rights

Operations & Public Projects Committee

- WSDOT progress reports (interchanges, etc.)
- City/County coordination of cross-boundary impacts
- Existing infrastructure needs
- Street connections
- Sidewalk & trails inventory and connections
- Vehicular speed dampening in downtown
- Infrastructure financing: capital improvement plan, vehicle replacement reserves, staffing needs, etc.
- Traffic modeling: periodic reports on methodology improvements
- Unsewered areas strategy
- Parking options
- Park impact fees
- Weekend code enforcement

Finance & Safety

- Cooperative staff training opportunities with other jurisdictions
- Quarterly grants report
- Quarterly consultants report
- City Hall telephone direct dial and cost
- Financial forecast (5 year)

Board/Commission Candidate Review Committee

- City Attorney Review

Intergovernmental Affair Committee

- Regional partnerships

Parks Commission

- Five-year parks plan

Design Review Board

- Big Box Development

Planning Commission

- Limiting office uses in waterfront Millville (already tier 3)



Business of the City Council
City of Gig Harbor, WA

Subject: Draft Newsletter

Proposed Council Action:

Review draft newsletter and get edits to Rob Karlinsey by Tuesday, March 13.

Dept. Origin: Administration
Prepared by: Rob Karlinsey
For Agenda of: March 12, 2007
Exhibits: Draft Newsletter

Initial & Date

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

Table with 4 columns: Expenditure, Amount, Part of \$125k prof., Appropriation. Row 1: Required \$2,900 Budgeted svcs. in Admin. Budget. Required \$0

INFORMATION / BACKGROUND

Attached is the draft spring newsletter. Please review and get comments back to Rob Karlinsey by Tuesday, March 13, 2007.

FISCAL CONSIDERATION

Newsletter is included in the 2007 budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Review draft newsletter and get edits back to Rob Karlinsey by 3/13/07.



In the

Spring 2007

WORKS

Volume 8 Issue 1

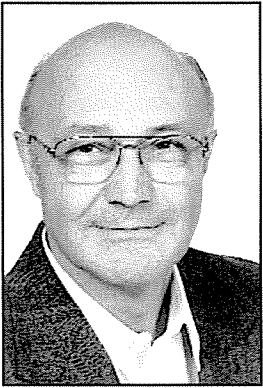
Published by the City of Gig Harbor

www.cityofgigharbor.net

Keeping Gig Harbor Wonderful

The Mayor's Look Back at the Last Year

Dear Citizens of Gig Harbor:



Gig Harbor is such a unique gem of a city, and we are fortunate to be a part of it. A lot has happened over the past year, and I am happy to report that the City of Gig

Harbor is in great shape financially, operationally, and strategically. Our current condition and accomplishments over the past year are due to the leadership of the City Council, the strong involvement and participation of our citizens, and the hard work and dedication of our employees.

I would like to thank the many volunteers who dedicate their time to city commissions, advisory boards, service organizations, the visitors' center, and much more. We recognize your contributions and know that the city is much better off because of each of you.

As we look back over the past year, I am amazed with how much has been accomplished. If New York is known as the city that never sleeps, then Gig Harbor is the city that never stops. Because of its desirability, Gig Harbor continues to attract new residents and businesses. Managing that growth while maintaining Gig Harbor's unique character and quality infrastructure have been my main goals since taking office.

Some of our accomplishments over the past year include the following:

- Made way for the new regional hospital by chairing a task force that creatively solved the traffic issues in Gig Harbor North. One of these issues involved working with our state legislators to create a "Hospital Benefit Zone" that would allow the city to divert a portion of the existing state sales tax to fund traffic improvements (no tax increase to the citizens);
- Applied for and received \$3.2 million in state funding to rebuild and expand Olympic Drive from Pt. Fosdick to 38th Street;
- Obtained approval in the budget to add an additional police officer in 2007;
- Formed a committee with the court, police department, educators and local nonprofits to propose tough new domestic violence legislation to better serve victims and children of domestic violence;
- Created the Citizens on Patrol (COPS), providing a public service opportunity for citizens who want to assist the city with public safety initiatives;
- Pushed for the adoption of a new city ordinance making it illegal to sell drug paraphernalia within the city limits;
- Demolished two buildings on the Eddon Boat site to make way for future improvements; continued the cleanup phase and completed initial filling and grading of the Eddon Boat site; applied and received preliminary approval for the Eddon Boat Heritage Grant (\$1 million) for restoration and public access, as well as a Brownsfield Phase I grant (\$200,000) for site cleanup;
- Applied for and received a grant to

fund the historic structures report on Wilkinson Farm park (located on Rosedale near the freeway overpass);

- Streamlined and sped up the building permit process by implementing a new computerized permit tracking system and completed a business process evaluation of the Community Development Department in order to better serve our customers at the permit counter;
- Installed a combined total of over 1,000 feet of new sidewalk on Stinson Avenue and Briarwood Lane;
- Completed the new Bogue viewing platform in the Finholm neighborhood;
- Opened a new Visitor Information Center on Judson Street;
- Built a new website for visitors and the community (www.gigharborguide.com);
- Enhanced and expanded community events such as the tree lighting festival, summer outdoor movies entertainment and a seasonal "town-a-round" bus service.

The last year has been great, but we have much more to accomplish. We have our work cut out for us as we deal with infrastructure challenges, growth pressures, and land use issues. We are up to the task! Under the continued leadership of the City Council and with your help and involvement, I know we can keep Gig Harbor wonderful now and for years to come.

Again, thank you for your service and involvement over the past year, and I look forward to making the next 12 months even more productive.

Sincerely,

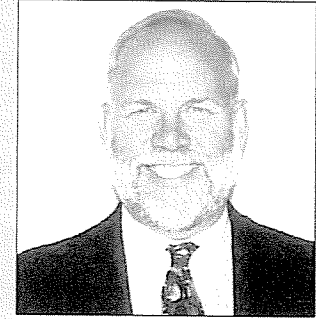
Chuck Hunter

Chuck Hunter, Mayor

DRAFT

Council Corner

Steve Ekberg, Mayor Pro Tem



Parks are a huge priority for me, other members of the City Council, Mayor Hunter, and of course the community. When I was first elected to the City Council in 1974, we had just one park, City Park at Crecent Creek. Since then we have invested heavily in the acquisition of new parks, including the new estuary park (yet to be named) on Harborview Drive next to the Union 76 gas station, Wilkenson Farm park on Rosedale Street, Eddon Boat Park at Harborview and Stinson, Skansie Brothers Park on Harborview Drive, and the park behind QFC just one block off Olympic Drive (also yet to be named). All told, we now have 19 parks!

Now that we have acquired these parks, we need to get them improved and developed. Of course, it takes money to

fund these improvements, and we are working hard to get our fair share of grant funding from the state and other sources. For example, we have applied but not yet received approval for a Washington Wildlife and Recreation grant for improvements to the newly acquired park behind QFC. In the meantime, we have begun the design work for this park, which will ultimately include a new ball field, play structure, picnic shelter, nature trails, and bathroom facility. We are also planning improvements to Eddon Boat Park to start this year.

In addition, we are proud of our partnership with Pierce County to lengthen the Cushman Trail for cyclists and pedestrians. Currently the trail's northern-most end arrives at the Kimball Drive park and ride lot. Our ultimate

goal is to extend the trail all the way up to Borgen Boulevard. This trail extension is currently in the design stages, and the county and the state have committed substantial funds for the project.

Last year the City Council formed and appointed a new Parks Commission to help us plan and develop ideas for our parks. The commission worked hard on several major projects, and we appreciate their efforts. The Parks Commission is a great resource to the City Council and the community.

So stay tuned on parks projects. We're just getting started! Now it is up to you to get out and enjoy your parks!

Understanding Property Tax Issues

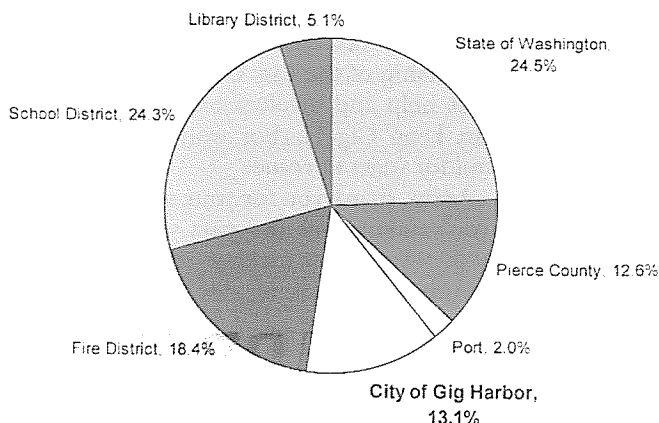
Questions and Answers

Question: Does the city have its own fire department?

Answer: No. The city is part of Pierce County Fire District 5, which encompasses both the incorporated and unincorporated

parts of the Gig Harbor peninsula. The Fire District is independent of the city, and has its own elected board of commissioners, and levies its own property tax.

Where Does Your Tax Go? Distribution of 2007 Property Taxes



Question: If Initiative 747 limited property tax increases to 1 percent per year, why did my own property tax go up by more than 1 percent this year?

Answer: There are two main reasons why the property tax increase for your home may have exceeded 1 percent. **First**, if the assessed value of your home increased by more than the average for the taxing area (county, city, port, etc.), then you will most likely see an increase higher than 1 percent. The 1 percent increase is a limit on what the jurisdiction can collect for the entire jurisdiction, not for individual properties — so some properties will be higher than 1 percent and others will be lower than 1 percent, but the average increase will be 1 percent.

Second, voter-approved increases are not subject to the 1 percent limit. Last fall, voters approved two property tax increases: one for the Fire District, and one for the Library District. Each of these two voter-approved increases resulted in an average property tax increase, for the average home in the City of Gig Harbor, that exceeded 40 percent for those two particular taxing districts (fire and library).

What's Happening with the Eddon Boat Park?

 DRAFT

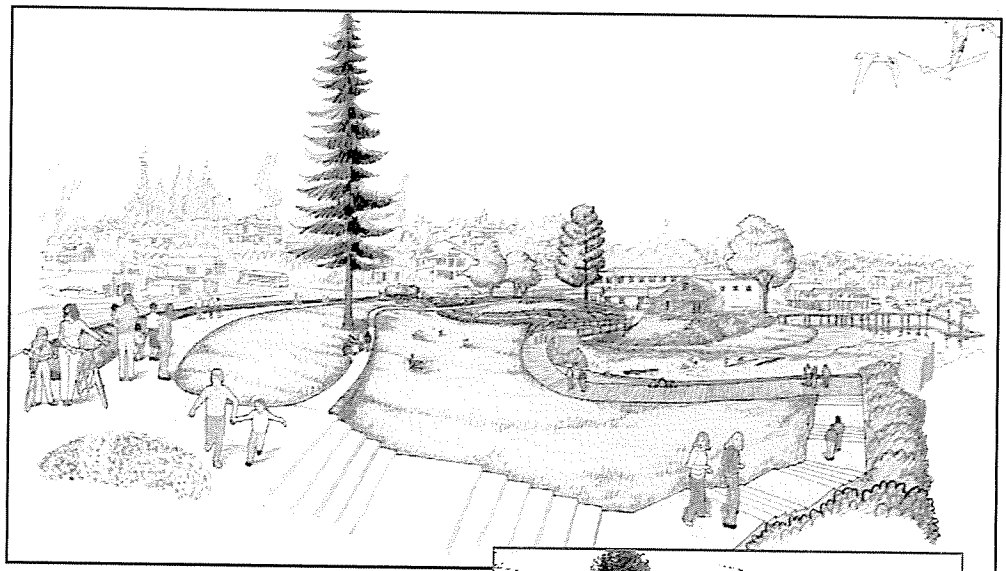
Voters approved Eddon Boat Waterfront Park in 2004...

So what's taking so long?

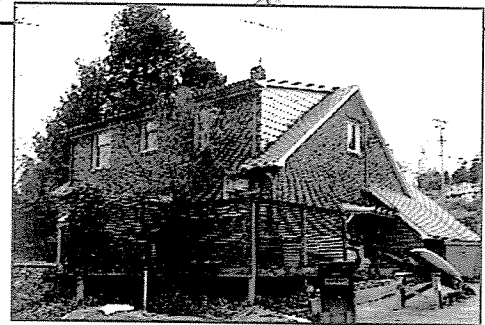
It's been over two years since voters stepped up and approved a bond measure to purchase the historic Eddon Boat site (located at Stinson and Harborview), and yet the park has not become the waterfront jewel envisioned by area residents. The city has been diligently working with the Department of Ecology (DOE) and the Environmental Protection Agency (EPA) to satisfy cleanup requirements. This has been an extremely tedious and lengthy process, with the specific details of the cleanup taking on a life of their own.

However, we believe we are nearing the end of the state and federal input process, and we should be ready to apply for the actual cleanup permit in April. The state and federal permit review processes will take another nine months from the permit application date. Once the city receives state and federal permit approval, cleanup will begin, and it is expected to be completed in 2008. Funding for the cleanup effort comes from an account set up and funded by the seller at the time the city purchased the property; cleanup funding also comes from the federal brownfields grant program (one brownfields grant has been approved so far; another is awaiting approval).

The environmental cleanup work will not prevent this summer's scheduled Eddon Boat Park sidewalk improvements. Summer plans include the construction of a new sidewalk to replace the existing sidewalk that hugs the curb line along Harborview Drive. This new sidewalk will be wider and farther away from road, allowing for more space between pedestrians and vehicles. The city will also install benches and landscaping to further buffer pedestrians from the street, along with grassy open



Above, an illustration of the Eddon Boat Park site design concept. Right, the Brick House that will be renovated as part of the restoration project.



spaces. This year's plans to stabilize the brick house will include general cleanup and replacing both the deck and roof.

In the meantime, Gig Harbor BoatShop (GHB) has been confirmed by the City Council as the most compatible use for the boat building based on criteria outlined in the 2004 bond.

GHB is "a community based educational nonprofit dedicated to the preservation and promotion of the traditional small boatyard, the working waterfront, and Northwest maritime heritage."

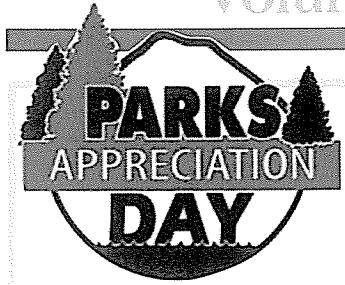
The Gig Harbor BoatShop will advance its mission through the teaching of traditional and contemporary skills inherent in the Eddon Boat building, the repair and use of sailboats, powerboats and commercial boats that the vanishing family operated boatyards

of the Pacific Northwest have traditionally served." The city is in the process of negotiating a lease agreement with GHB, subject to City Council approval. If the lease is approved, GHB plans call for public programming to begin late in 2008.

Restoration of the boatyard building is expected to begin before the end of this year. The Eddon Boat Park may receive up to \$1million for the restoration project from the Washington State Heritage Capital Projects Fund. (This recommendation is subject to Legislature approval; if approved, it will be forwarded to the governor for final approval at the end of the legislative session, with funds expected to become available October 2007.) The funding will be used by the city to undertake initial restoration of the property for historical, cultural, educational and recreational purposes. The grant will also fund public restrooms as part of the Brick House renovation.

Parks Appreciation Day Invitation

Volunteer for a Good Cause



Join us!
Saturday, April 28, 9 a.m. to noon

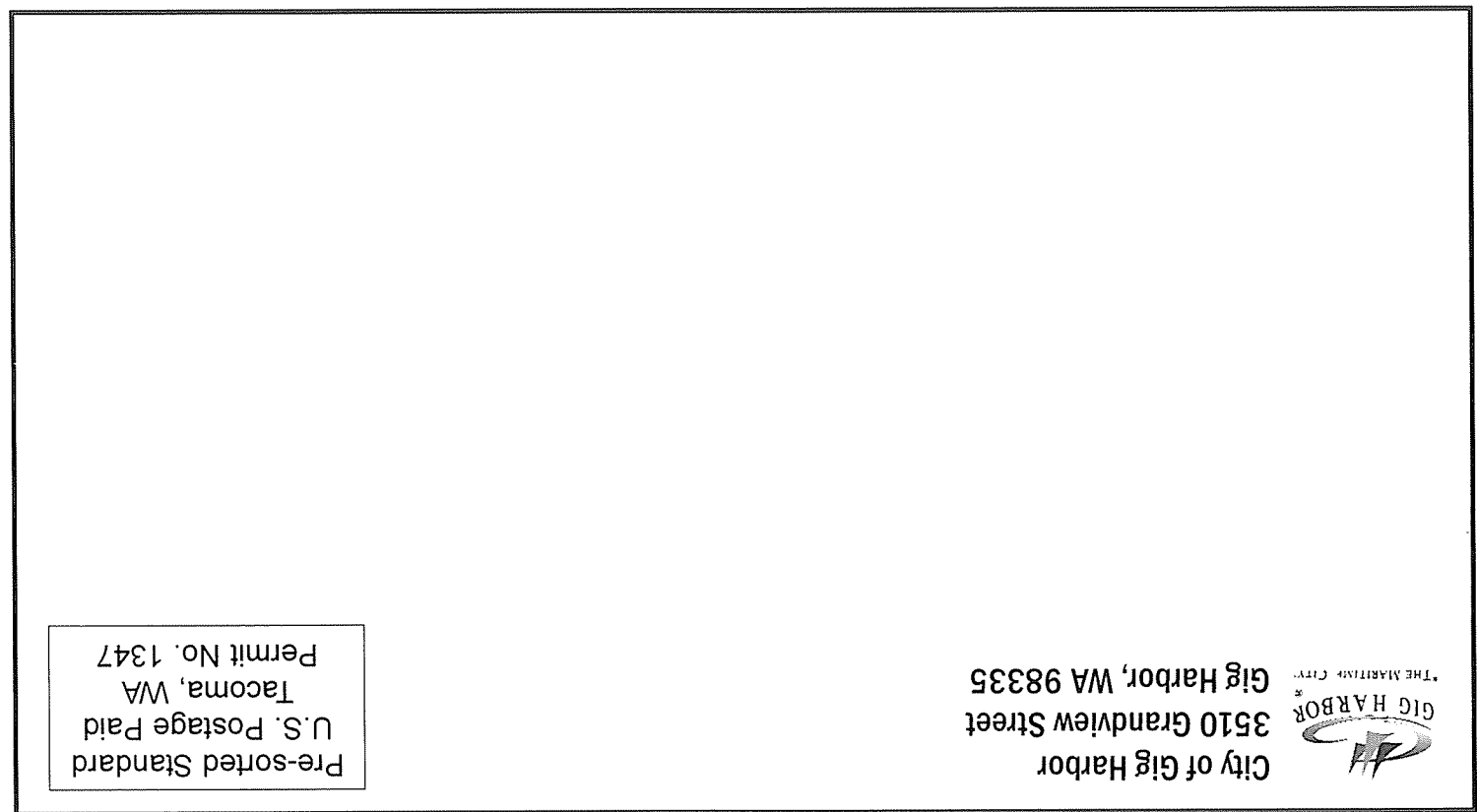
Parks Appreciation Day

You can get involved in this year's event and add your name to the growing list of those who appreciate the value parks bring to our communities.
For more information, please contact Terri Reed at 851-6170.

City Contact Information

- Address**
3510 Grandview Street
Gig Harbor, WA 98335
- Hours**
Monday through Friday, 8 a.m. to 5 p.m.
(excluding holidays)
- Administration, City Council**
851-8136
- Community Development**
851-6170
- Public Works**
530-6888 (after hours emergency only)
- Police Department**
851-2236 (non-emergency)
- Municipal Court**
851-7808
- Marketing**
853-3554
- Website address**
www.cityofgigharbor.net

 **DRAFT**



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