

Gig Harbor City Council Meeting

**March 26, 2007
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
March 26, 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 March 12, 2007.
2. Rosedale Street Repaving Project – Bid Award.
3. Rosedale Street Repaving Project – Materials and Testing Services Contract Authorization.
4. Stinson Avenue Sidewalk Project – Contract Authorization.
5. Burnham / Prentice Sidewalk Project – Contract Authorization.
6. Street Lights – Purchase Authorization.
7. Civic Center Roof Cleaning and Moss Treatment – Contract Authorization.
8. Liquor License Renewals: Green Turtle.
9. Special Occasion Liquor License: Prison Pet Partnership.
10. Approval of Payment of Bills for March 26, 2007:
 Checks #53109 through #53256 in the amount of \$971,395.09.

OLD BUSINESS:

1. Second Reading of Ordinance – Flood Plain Regulations.

NEW BUSINESS:

1. First Reading of Ordinance – Comprehensive Plan Amendment Process.
2. Resolution – Police Vehicle Purchase.

STAFF REPORT:

1. Estuary Park Update.
2. Water Capacity Availability Report.
3. Legislative Update.
4. City Council and Committee Proposed Schedule of Topics.
5. St. Anthony's Hospital Update.

PUBLIC COMMENT:

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

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, April 18, 2007, at 9:00 a.m. in Community Rooms A & B.
2. Joint Finance/Safety – Operations Council Committee Meeting to discuss the Eddon Boatyard Business Proposal – April 2nd at 3:30 p.m. in the Operations Conference Room.
3. Operations & Public Projects Committee – Thursday, April 19th at 3:00 p.m. in the Eng/Op Conference Room.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF MARCH 12, 2007

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

CALL TO ORDER: 6:00 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 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.

Mayor Hunter introduced Nigel English and Kima Douglas from the local Red Cross Chapter, and then presented them with the Proclamation for Red Cross Month. Mr. English gave an overview of activities over the past three months. Ms. Douglas commented on the need for more trained volunteers.

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

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Resolution Establishing a Narcotics Enforcement Revolving Fund. Chief Mike Davis presented this resolution to establish a revolving fund to keep money available for drug buys in the course of investigations. He described the past practice, explaining that there are times during the weekend when the finance staff is unavailable to process the request for funds. The money is funded completely through drug forfeitures.

MOTION: Move to adopt Resolution No. 703 as presented.
Young / Franich – unanimously approved.

1. First Reading of Ordinance – Flood Plain Regulations. Tom Dolan, Planning Director, presented the background for this ordinance that would allow residents to continue to participate in the National Flood Insurance Program. The city has been notified that the current regulations are inconsistent with the minimum state flood plain regulations and in order to resolve the deficiencies, this ordinance has been prepared. Mr. Dolan gave an overview of the changes.

Mr. Dolan explained that letters have been sent to the six affected property owners informing them of the requirement to obtain the necessary surveys. He addressed questions about the affected properties and offered to bring a more comprehensive list to the next meeting. Mr. Dolan explained that any variances would go before the Hearing Examiner for consideration.

Mr. Dolan addressed questions regarding the discrepancy in the code, explaining that when DOE came in to do an inspection of the harbor they discovered properties without the necessary Flood Plain Certificate. They then reviewed the city's code and determined the minor discrepancies.

John Vodopich addressed a question regarding whether any of the properties were located in a "flood way" in addition to the "flood plain." He explained that the properties identified are essentially along the harbor but not within the stream channel. He added that the rate maps do not identify any "flood ways" in the city or surrounding Unincorporated Pierce County. He further explained that the Department of Ecology performs a review every five years.

Mayor Hunter said that there are benchmark locations around the city for the floodplain. He asked if a map of these be part of the Municipal Code so that people have a reference. Mr. Vodopich said that the city code has a section that refers to the basis for establishing areas of special flood hazard and references the March 2, 1981 F.I.R.M. Map. This map has the benchmarks listed.

This will return for a second reading at the next regular City Council meeting.

STAFF REPORT:

1. Gig Harbor Police Department – February Statistics. Chief Davis offered to answer questions on the report.

Councilmember Kadzik asked for an update on the drug paraphernalia law and the confiscation of vehicles. Chief Davis responded that the drug paraphernalia ordinance worked very well at first, and they have conducted a couple of "sting operations" since inception. The problem has been taken care of and the department will continue to monitor the program. As far as vehicle confiscations, the department follows state procedures. He gave an overview of the procedure in which a judge makes the

determination on whether or not the department gets the property. In many cases, the attorney negotiates a settlement, and this is how the department funds the drug investigations. He explained that there were four vehicles seized in 2006.

Chief Davis invited Councilmembers to a March 22nd presentation by the two newest officers. He said that the officers are going to present their neighborhood portfolio exercises in which they have identified an issue in the community, researched the issue, and developed possible solutions. He said that the presentation will be held at city hall at 6:30 p.m.

2. Council Retreat Follow-up. Rob Karlinsey, City Administrator, explained that the action items from the retreat have been categorized for follow-up action by the different committees. He said that a calendar will be developed and brought back for Council to review.

3. City-wide Newsletter. Rob Karlinsey asked for comments on the draft newsletter to go out to the citizens. He said that the second page contains a "Council Corner" spotlighting Councilmember Ekberg. He added that this will be a regular feature and asked for a volunteer for the next issue.

4. Naming of City Parks. Rob Karlinsey said that the recommendation from the Parks Committee is similar to how we name city streets. If it's located in the historic downtown area, it will be referred to the GHP Historical Society to recommend names for final Council approval. If the park is located outside of the downtown historic area, the Parks Commission would like the opportunity to recommend names for Council approval.

Councilmembers said that they agreed this is a good idea.

5. Proposed Daylighting of Donkey Creek. Rob Karlinsey said that when Councilmembers and he go back to Washington D.C. to lobby for federal funding for the Daylighting of Donkey Creek Project, it will be important to tell them that there is community support. He proposed a neighborhood meeting with the surrounding residential and commercial areas to be held on March 29th at 5:30 p.m. to show them the plan and to obtain input.

Councilmember Franich asked to whom the notice of the meeting would be sent. Mr. Karlinsey responded that it hasn't been determined, but he is thinking all of North Harborview to Vernhardson, and including the Finholm Neighborhood.

PUBLIC COMMENT:

Ann Fessler – 7102 78th Ave NW. Ms. Fessler, an Elementary Counselor at Peninsula School District, said she has worked with families who get behind in their rent and have lost their homes. She described events that can lead to a family losing their housing, and the amount of money required to for them to find new housing. She explained that there are two very affordable, low-income rental properties in Gig Harbor; Norwegian

Woods, well-know because it accepts Section 8 vouchers, and another in central Gig Harbor. She commented that rental amounts have increased, making it almost impossible for low-income people to live in the city. She said that if the second apartment complex is demolished, the city will be left with only one affordable housing option. She asked if Council represents the families in these low-income apartments, and if they feel compelled to replace the 20 units that may be demolished. She asked if Council believes in an ethical need to work with Pierce County, the State of Washington, and the Federal Government so that there is no net loss of affordable housing. Ms. Fessler said that she doesn't want to see any of these families become homeless.

Adrian Culp – 5216 Pt. Fosdick Drive. Ms. Culp said that she has lived in the affordable apartment complex next to the Dairy Queen for the past two years. During that time, she has attended Clover Park Technical College and is raising her six-year old son. She is two-weeks shy of obtaining her AA Degree in Dental Assisting and her plan is to continue to live in these apartments until she can get her Dental Hygiene Degree in four years. She said that when she found an apartment for \$516 a month and covers rent, water and sewer, she was overjoyed, because no other apartment on this side of the bridge has the same affordability. Because of the low rent, she can afford child-care for her son, he can attend a good school, and the location is close to the freeway, grocery stores, and daycare. Ms. Culp said that she believes that the City Council should provide affordable housing to all economic segments in the community including low-income people. She said that affordable housing needs to be preserved, and it is incumbent on the Council to ensure that it is. Ms. Culp referred to the Gig Harbor Comprehensive Plan, which cites that there is no net loss of affordable housing, meaning that if her complex is demolished, then 20 more 2-bedroom units must be replaced with comparable rent. She stressed that the City Council needs to work with other agencies to assure low-cost housing is available in the City of Gig Harbor as well as in the larger Gig Harbor area because there are many single-mother households and other “working-poor” families earning a minimum wage.

Marian Berejikian – PO Box 2084, Gig Harbor. Ms. Berejikian, Friends of Pierce County. Ms. Berejikian said that the organization promotes livable communities throughout Pierce County and believes that having a livable community means providing adequate sectors for all including affordable and low-incoming housing. She read from a letter which referred to the city's Comprehensive Plan and the State's Growth Management Act. She quoted the 1999 median income for residents in Gig Harbor and said that those people who make less live in apartment complexes and low-rent homes. Ms. Berejikian further quoted from the Gig Harbor Community Plan which states “It is apparent that the city's housing stock does not fully provide for all economic segments and there is an unmet need for affordable housing for current residents.” The Growth Management Act, RCW 36.70A.020, Planning Goal 4 encourages the availability of affordable housing to all economic segments of the population of this state and promotes a variety of residential densities and housing types and encourages preservation of existing housing stock. Ms. Berejikian said that the GMA requires the city to identify sufficient land for housing adding that if this has not been done, then the

city could be out of compliance. She then referred to the Pierce County Planning-wide Policies which state “The County and each municipality in the County shall meet their projected demand for preservation of existing housing stock through repair, maintenance, rehabilitation and redevelopment.” She quoted the City’s own Comp Plan Goal 5.41, which says “Maintain a no net-loss policy toward affordable housing unit, discourage demolition of existing smaller homes that have reasonable potential for being salvaged.” Ms. Berejikian said that the regulations are silent on replacing low-income housing in the city. She said that staff has said that the only area allowed in the city for transferring density is to Gig Harbor North. She said that this should be a city-wide policy and there needs to be a plan so that there is no net loss of affordable housing.

She requested that the city conduct an inventory to identify existing affordable low-income housing stock and make policies to protect and preserve those areas as required in the Growth Management Act.

Luella Coldeen Hudson – 5708 Rosedale Street. Ms. Hudson explained that she works for the Children’s Home Society as the Information and Resource Specialist. Ms. Hudson described her background in working with low-income families. She said that a grant from FEMA is currently allowing them to provide assistance with emergency food and shelter, rental, and energy assistance to the people of Gig Harbor. She said that the stories that come to her are amazing and gave several examples of regular, working people who come to her for help. She said that those without double incomes cannot afford the high rent costs here, and that the Gig Harbor’s Comp Plan should provide a place for these working people to live. She strongly encouraged the Council to consider housing for people who provide our services in any upcoming Comprehensive Plan adjustments.

Margot LeRoy – outside city limits. Ms. LeRoy shared a story of her Godson, who is 29 years old, serving in the army, and recently transferred here from South Carolina with his wife and two young sons. She said there is a five-month wait for base housing at Fort Lewis so they thought they could find affordable housing in Gig Harbor. That was three months ago and he still hasn’t found a place to live. She commented that while there is talk of supporting our troops, we don’t support them when they need a place to live. Ms. LeRoy said that we are so caught up in real estate values that people are being shut out. These people need an opportunity for good schools and for safe homes that isn’t available, and the Harbor needs to encourage diversity that will enrich this community.

Councilmember Ekberg said that Council had a retreat in February in which affordable housing was discussed. He said that Council is aware of the need to address this issue.

Councilmember Young said that this isn’t going to be solved overnight because of the market forces. He explained that there are a variety of tools that can be adopted, and these will be considered. In order to build more units the infrastructure needs to be in place, which takes time. He said that he is in the same economic position and the

market may eventually drive him out of Gig Harbor. He stressed that you cannot direct a property owner to provide low-income housing, but you can provide incentives for them to choose to do so. The city has opportunities to do this and will be considering all options.

Councilmember Payne thanked the speakers whom he said were “on target” and eloquent. He said that Council appreciates it when the citizens bring issues forward. He stressed that they are aware of the issue and struggle with solutions. He added that one Councilmember is attending an affordable housing seminar next week. He praised Ms. Culp for her courage for coming forward and visiting with Council.

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:

MOTION: Move to adjourn at 6:51 p.m.
Franich / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 11

Charles L. Hunter, Mayor

Maureen Whitaker, Assistant City Clerk



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

Subject: Rosedale Street Repaving 2007
Project CSP-0611
-- Contract Authorization

Dept. Origin: Engineering Division

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

Proposed Council Action: Authorize the award and execution of the contract for the Rosedale Street Repaving 2007 Project to Tucci & Sons, Inc. for their bid quotation in the amount of one hundred twenty-two thousand six hundred thirty dollars (\$122,630), including sales tax.

For Agenda of: March 26, 2007

Exhibits: City of Gig Harbor Contract

| | |
|--|--------------------|
| | Initial & Date |
| Concurred by Mayor: | <i>SM</i> 3/20/07 |
| Approved by City Administrator: | <i>RBK</i> 3/20/07 |
| Approved as to form by City Atty: | <i>AM</i> 3/19/07 |
| Approved by Finance Director: | <i>WR</i> 3/19/07 |
| Approved by Department Head: | <i>JV</i> 3/19/07 |

| | | | | | |
|----------------------|-----------|-----------------|-----------|------------------------|--------------------------------------|
| Expenditure Required | \$122,300 | Amount Budgeted | \$100,000 | Appropriation Required | \$0 (See Fiscal Consideration Below) |
|----------------------|-----------|-----------------|-----------|------------------------|--------------------------------------|

INFORMATION / BACKGROUND

This project provides for the construction of the asphalt overlay of Rosedale Street from the intersection of Skansie Avenue to west of Schoolhouse Avenue in the City of Gig Harbor.

In accordance with the City's Small Works Roster Process (Resolution No. 592), five paving contractors were contacted for price quotations. Four contractors responded with the following price quotation proposals:

| | |
|-----------------------|--------------|
| Tucci & Sons, Inc. | \$122,630.00 |
| Ace Paving | \$132,050.00 |
| Looker and Associates | \$138,132.00 |
| Woodworth and Company | \$143,167.00 |

FISCAL CONSIDERATION

The engineer's estimate for this project was \$126,000. The 2007 Street Operating Fund has allocated \$100,000 for this project under Objective No. 4 (Annual street rehabilitation and resurfacing). However, the 2007 Street Operating Fund budget did not account for the developer contribution of \$33,210 paid to the City by Pilchuck Contractors in October 2006. Therefore, sufficient funds exist to accomplish this project.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the Rosedale Street Repaving 2007 Project to Tucci & Sons, Inc., for their bid quotation in the amount of one hundred twenty-two thousand six hundred thirty dollars and no cents (\$122,630), including retail sales tax.

**CITY OF GIG HARBOR
CONTRACT
For
ROSEDALE STREET REPAVING
2007 PROJECT
CSP - 0611**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2007, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Tucci & Sons, Inc., doing business at 4224 Waller Road, Tacoma, Washington 98443, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of a compacted two inch asphalt concrete pavement Class B overlay for Rosedale Street from the intersection of Skansie Avenue to west of Schoolhouse Avenue in the City of Gig Harbor and shall include edge line planing and match line planing of bituminous pavement, the replacement of signal induction loops at the intersection of Schoolhouse Avenue and Rosedale Street, street cleaning, tack coat, roadway striping, removal and replacement of traffic markings and other work, all in accordance with the attached Contract Plans, these Special Provisions, the Standard Specifications and shall perform any changes in the work, all in full compliance with the contract documents entitled "Rosedale Street Repaving 2007 Project, CSP-0611," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum One hundred twenty-two thousand six hundred thirty dollars and no cents (\$122,630.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within ten (10)-working days.
3. The Contractor agrees to pay the City the sum of \$ 1,839.45 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract,"

CONTRACT: Skansie Avenue Pedestrian Street Improvement Project (CSP -0302)

"Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2006 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.

- 6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR: **TUCCI & SONS, INC.**



Charles L. Hunter, Mayor
City of Gig Harbor
Date: _____

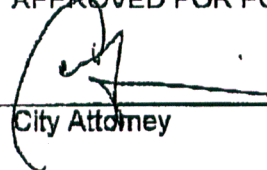
Print Name: MICHAEL F. TUCCI
Print Title: PRESIDENT
Date: 3-19-07

ATTEST:

Tucci & Sons, Inc.
4224 Waller Road
Tacoma, WA 98443
253-922-6676 253-922-2676 FAX

City Clerk

APPROVED FOR FORM:



City Attorney



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

Subject: Materials Testing for Rosedale Street Repaving 2007 Project
-- Contract Authorization

Dept. Origin: Community Development

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

Proposed Council Action: Recommend authorization of the Consultant Services Contract to Krazan & Associates.

For Agenda of: March 26, 2007

Exhibits: Consultant Services Contract

| | |
|--|----------------------------|
| | Initial & Date |
| Concurred by Mayor: | <i>[Signature]</i> 3/19/07 |
| Approved by City Administrator: | <i>[Signature]</i> 3/19/07 |
| Approved as to form by City Atty: | <i>[Signature]</i> 3/19/07 |
| Approved by Finance Director: | <i>[Signature]</i> 3/19/07 |
| Approved by Department Head: | <i>[Signature]</i> 3/19/07 |

| | | | | | |
|----------------------|------------|-----------------|-----------|------------------------|----------------------------------|
| Expenditure Required | \$1,575.14 | Amount Budgeted | \$133,210 | Appropriation Required | (See Fiscal Consideration Below) |
|----------------------|------------|-----------------|-----------|------------------------|----------------------------------|

INFORMATION / BACKGROUND

This project provides for the materials testing of the asphalt overlay of the Rosedale Street Repaving 2007 Project.

FISCAL CONSIDERATION

The developer contribution of \$33,210 paid to the City by Pilchuck Contractors in October 2006 will cover these costs along with the 2007 Street Operating Fund that has allocated \$100,000 for this project under Objective No. 4.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the execution of the Consultant Services Contract for the Rosedale Street Repaving 2007 Project for materials testing to Krazan and Associates, Inc. in the not-to-exceed amount of one thousand five hundred seventy-five dollars and fourteen cents (\$1,575.14).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 20714 State Hwy. 305 NE, Suite 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction of the Rosedale Street Repaving 2007 Project and desires that the Consultant perform testing and inspection 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 19, 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 Cost**, 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 thousand five hundred seventy-five dollars and fourteen cents (\$1,575.14) 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 June 30, 2007; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. 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
Jeffrey M. Bowers
Construction Services Manager
20714 State Hwy. 305 NE, Suite 3C
Poulsbo, Washington 98370
(360) 598-2126

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

XVII. Assignment

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

XVIII. Modification

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

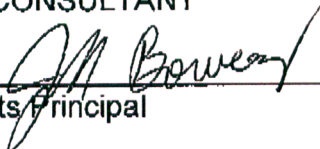
XIX. Entire Agreement

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

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

CONSULTANT

By:



Its Principal

CITY OF GIG HARBOR

By:

Mayor

Notices to be sent to:

CONSULTANT

Jeffrey M. Bowers

Construction Services Manager

20714 State Hwy. 305 NE, Suite 3C

Poulsbo, Washington 98370

(360) 598-2126

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 and Cost



GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING AND INSPECTIONS

March 19, 2007

KA Proposal No. P07-050P
Page 1 of 5

Mr. Steve Misiurak
CITY OF GIG HARBOR
3510 Grandview Street
Gig Harbor, WA 98335-1221

RE: CONSTRUCTION TESTING AND INSPECTION SERVICES
Rosedale Overlay Project
Gig Harbor, WA

Dear Mr. Misiurak:

We greatly appreciate and thank you for the opportunity to submit this Proposal and Agreement for Testing and Inspection services for the above referenced project at current annual fee schedule rates or specific rates as stated below. Should you have any questions, please feel free to contact me directly. I look forward to working with you.

The fee charges for projects under this Agreement are:

| Scope: Testing & Inspection Project Services | Unit(s) | Rate | Estimated Total |
|---|----------------|---------------|------------------------|
| Asphalt Inspection | 11 | \$50.00 /hr | \$550.00 |
| Nuclear Densometer Rental/Security Fee | 1 | \$10.00 /ea | \$10.00 |
| Project Management | 3 | \$65.00 /hr | \$195.00 |
| Report Preparation/Processing | 2 | \$45.00 /hr | \$90.00 |
| Mileage | 124 | \$0.485 /mile | \$60.14 |
| Asphalt Rice Analysis | 2 | \$110.00 /ea | \$220.00 |
| Asphalt Extraction/Gradation | 2 | \$225.00 /ea | \$450.00 |
| Estimated Cost for Testing and Inspection Services | | | \$1,575.14 |

- Prices are subject to change if this Agreement is not executed within thirty (30) calendar days.
- Services will be performed on a "time and materials" basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. A four (4) hour minimum charge applies to all inspection services and all inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Twelve (12) hours notice of cancellation required on all jobs.
- Our prices do NOT include "Inspector of Record" responsibilities, project oversight, and or construction management.

Additional services requested in addition to the above will be billed at our current rates. Acceptance of Krazan's proposal orally or in writing constitutes your agreement of Krazan commencing all work under our standard General Terms and Conditions, attached and incorporated in full by this reference. Please review, sign, and forward all related forms to our office within seven (7) business days. All work is subject to credit approval.



Business of the City Council
City of Gig Harbor, WA

Subject: Stinson Avenue Curb, Gutter and Sidewalk Project

Dept. Origin: Community Development

Prepared by: David Brereton [Signature]
Director of Operations

For Agenda of: March 26, 2007

Exhibits: Construction Services Contract

Proposed Council Action: Authorize the award and execution of the contract for the Stinson Avenue Curb, Gutter and Sidewalk Project - Phase IV to Caliber Concrete Construction, Inc. for their bid quotation in the amount of thirty thousand one hundred dollars (\$30,100.00), plus sales tax.

Initial & Date

Concurred by Mayor: [Signature] 3/20/07
Approved by City Administrator: [Signature] 3/15/07
Approved as to form by City Atty: [Signature] 3/15/07
Approved by Finance Director: [Signature] 3/14/07
Approved by Department Head: [Signature] 3/15/07

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: \$30,100, \$35,000, \$0.

INFORMATION / BACKGROUND

The 2007 Street Operating budget provides for the construction of 700 lf of curb, gutter and sidewalk on the east side of Stinson Avenue between Foster Street and Grandview Street. This contract is for the installation of the concrete curb, gutter and sidewalk. Seven potential contractors were contacted. The only bid received was from Caliber Concrete Construction.

FISCAL CONSIDERATION

This work is within the \$35,000 budget that was anticipated in the adopted 2007 Budget, identified under the Street Operating Fund, Objective No. 11.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the Stinson Avenue Curb, Gutter and Sidewalk Project - Phase IV to Caliber Concrete Construction, Inc., for their bid quotation in the amount of thirty thousand one hundred dollars (\$30,100.00), plus sales tax.

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

THIS AGREEMENT, is made this _____ day of March, 2007, by and between the City of Gig Harbor (hereinafter the "City"), and Caliber Concrete Construction, Inc., a Washington corporation, doing business at PO Box 1881, Milton, Washington 98354, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the set-up, pouring and placing of approximately 700 lf of 5'6" concrete sidewalk. The work also includes 700 lf of "L" curb and gutter, 3 driveway approaches. The Contractor shall supply all concrete, labor, materials and traffic control. The work excludes subgrade and layout. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Thirty Thousand one hundred dollars (\$30,100.00), plus sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before May 18, 2007. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

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

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

VII. Termination.

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

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

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

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

VIII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national

origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

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

X. Insurance.

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

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

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

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

D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City

reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.

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

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

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

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

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

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

Notices should be sent to:

Caliber Concrete Construction, Inc.
Attn: Theresa Duarte
PO Box 1881
Milton, Washington 98354
(253) 927-0707

City of Gig Harbor
Attn: David Brereton
Director of Operations
3510 Grandview Street
Gig Harbor, Washington 98335

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

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

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

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

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

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


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

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

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

CALIBER CONCRETE CONSTRUCTION, INC.

THE CITY OF GIG HARBOR

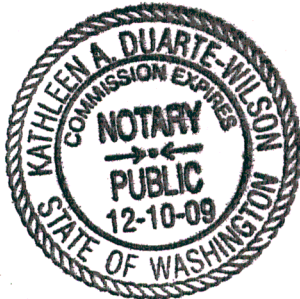
By: 
Its Vice President 3/12/07

By: _____
Its Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Matt Laukala 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 vice president of Caliber Concrete Construction, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 12, 2007



Kathleen A. Duarte-Wilson
Notary Public in and for the
State of Washington,
Residing at Edgewood WA
My appointment expires: 12-10-09

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

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

DATED: _____

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

PROPOSAL

RECEIVED

MAR 09 2007

CALIBER
CONCRETE CONSTRUCTION INC.

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

P.O.Box 1881
MILTON, WA 98354

PATTERNED CONCRETE
OF SEATTLE
CALIBCC115CA

(253) 927-0707
(253) 850-7741
FAX (253) 927-0706

3/9/2007

| PROPOSAL SUBMITTED FOR | | PHONE | FAX | | |
|---|----------------------|----------------------------------|--------------|------|--------------|
| CITY OF GIG HARBOR - COMMERCIAL DEVELOPMENT DEPT. | | 253.851.6170 | 253.853.7597 | | |
| STREET | | JOB NAME | | | |
| 3510 GRANDVIEW STREET | | STINSON AVENUE SIDEWALK PROJECT | | | |
| CITY, STATE, ZIP | | JOB LOCATION | | | |
| GIG HARBOR, WA 98355 - ATTENTION: TERRY REED | | GIG HARBOR, WA | | | |
| ITEM | APPROXIMATE QUANTITY | DESCRIPTION | PRICE | UNIT | AMOUNT |
| #1 | 700 LF | 5'6" CONCRETE SIDEWALK, 4" THICK | 28.00 | LF | \$ 19,600.00 |
| #2 | 700 LF | 18" CURB AND GUTTER | 15.00 | LF | 10,500.00 |
| SUBTOTAL: | | | | | \$ 30,100.00 |
| 8.4% SALES TAX | | | | | 2,528.40 |
| TOTAL: | | | | | \$ 32,628.40 |
| INCLUDES: PERFORMANCE BOND AND TRAFFIC CONTROL. | | | | | |
| EXCLUDES: SUBGRADE AND LAYOUT. | | | | | |
| PAYMENT BY FIELD MEASURE. | | | | | |

| | |
|--|--|
| <p>ACCEPTANCE OF PROPOSAL</p> <p>THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOUR ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.</p> <p>DATE OF ACCEPTANCE _____</p> | <p>AUTHORIZED SIGNATURE <i>James P. Bergquist</i></p> |
| | <p>NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN <u>30</u> DAYS.</p> |

NOTE: THE INSURANCE COVERAGE INCLUDED IN THIS PROPOSAL IS THE MASTER PAK ENDORSEMENT "CG 84 12 03". ANY ADDITIONAL ENDORSEMENTS WILL BE PROVIDED AT \$1,000 PER PROJECT.



Business of the City Council
City of Gig Harbor, WA

Subject: Burnham Drive/Prentice Avenue
Curb, Gutter and Sidewalk Project

Dept. Origin: Community Development

Prepared by: David Brereton
Director of Operations

Proposed Council Action: Authorize the
award and execution of the contract for the
Burnham Drive/Prentice Avenue Curb, Gutter
and Sidewalk Project to Caliber Concrete
Construction, Inc. for their bid quotation in
the amount of twenty-three thousand eight
hundred sixty-five dollars (\$23,865.00),
plus sales tax.

For Agenda of: March 26, 2007

Exhibits: Construction Services Contract

Initial & Date

Concurred by Mayor: CA 3/20/07
Approved by City Administrator: RBK 3/15/07
Approved as to form by City Atty: CAM 3/15/07
Approved by Finance Director: DR 3/15/07
Approved by Department Head: JMW 3/15/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation (see Fiscal Required), and note below. Values include \$23,865, \$10,000, and \$0.

INFORMATION / BACKGROUND

The 2007 Street Operating budget provides for the construction of curb, gutter and sidewalk on Burnham Drive. This contract is for the installation 550 lf of concrete curb, gutter and sidewalk on Burnham Drive from Franklin Ave to Prentice Ave and continuing north on Prentice Ave to the existing sidewalk in front of Harbor Ridge Middle School. The additional 275 lf of sidewalk was not included in the 2007 Burnham Drive Sidewalk objective, however, connecting the pedestrian walkways and providing a safe route to and from the school was considered. Seven potential contractors were contacted. The only bid received was from Caliber Concrete Construction.

FISCAL CONSIDERATION

This work exceeds the \$10,000 budget that was anticipated in the adopted 2007 Budget, identified under the Street Operating Fund, Objective No. 13. However sufficient funds are available using savings from the Storm Sewer and Surface Drainage Improvements Objectives Nos. 1 and 2.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the Burnham Drive/Prentice Avenue Curb, Gutter and Sidewalk Project to Caliber Concrete Construction, Inc., for their bid quotation in the amount of twenty-three thousand eight hundred sixty-five dollars (\$23,865.00), plus sales tax.

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

THIS AGREEMENT, is made this _____ day of March, 2007, by and between the City of Gig Harbor (hereinafter the "City"), and Caliber Concrete Construction, Inc., a Washington corporation, doing business at PO Box 1881, Milton, Washington 98354, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the set-up, pouring and placing of approximately 555 lf of 5'6" concrete sidewalk. The work also includes 555 lf of "L" curb and gutter, 2 driveway approaches. The Contractor shall supply all concrete, labor, materials and traffic control. The work excludes subgrade and layout. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Twenty three thousand eight hundred sixty five dollars (\$23,865.00), plus sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before May 18, 2007. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

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

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

VII. Termination.

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

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

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

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

VIII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national

origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

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

X. Insurance.

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

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

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

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

D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City

reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.

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

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

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

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

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

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

Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

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

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

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

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

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


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

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

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

CALIBER CONCRETE CONSTRUCTION, INC.

THE CITY OF GIG HARBOR

By: 
Its Vice President 3/12/07

By: _____
Its Mayor

Notices should be sent to:

Caliber Concrete Construction, Inc.
Attn: Theresa Duarte
PO Box 1881
Milton, Washington 98354
(253) 927-0707

City of Gig Harbor
Attn: David Brereton
Director of Operations
3510 Grandview Street
Gig Harbor, Washington 98335

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Matt Laukala 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 vice president of Caliber Concrete Construction, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 12, 2007



Kathleen A. Duarte-Wilson

Notary Public in and for the
State of Washington,
Residing at Edgewood WA
My appointment expires: 12-10-09

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

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

DATED: _____

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

PROPOSAL

RECEIVED

MAR 09 2007

CALIBER
CONCRETE CONSTRUCTION INC.

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

P.O.Box 1881
MILTON, WA 98354

PATTERNED CONCRETE
OF SEATTLE
CAL/BCC115CA

(253) 927-0707
(253) 850-7741
FAX (253) 927-0706

3/9/2007

| | | |
|---|--|--------------|
| PROPOSAL SUBMITTED FOR | PHONE | FAX |
| CITY OF GIG HARBOR - COMMERCIAL DEVELOPMENT DEPT. | 253.851.6170 | 253.853.7597 |
| STREET | JOB NAME | |
| 3510 GRANDVIEW STREET | BURNHAM DRIVE / PRENTICE AVE. SIDEWALK | |
| CITY, STATE, ZIP | JOB LOCATION | |
| GIG HARBOR, WA 98355 - ATTENTION: TERRY REED | GIG HARBOR, WA | |

| ITEM | APPROXIMATE QUANTITY | DESCRIPTION | PRICE | UNIT | AMOUNT |
|---|----------------------|----------------------------------|-------|------|--------------|
| #1 | 555 LF | 5'6" CONCRETE SIDEWALK, 4" THICK | 28.00 | LF | \$ 15,540.00 |
| #2 | 555 LF | 18" CURB AND GUTTER | 15.00 | LF | 8,325.00 |
| | | SUBTOTAL: | | | \$ 23,865.00 |
| | | 8.4% SALES TAX | | | 2,004.66 |
| | | TOTAL: | | | \$ 25,869.66 |
| INCLUDES: PERFORMANCE BOND AND TRAFFIC CONTROL. | | | | | |
| EXCLUDES: SUBGRADE AND LAYOUT. | | | | | |
| PAYMENT BY FIELD MEASURE. | | | | | |

| | |
|--|---|
| <p>ACCEPTANCE OF PROPOSAL</p> <p>THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOUR ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.</p> <p>DATE OF ACCEPTANCE _____</p> | <p>AUTHORIZED SIGNATURE <i>James P. Bergquist</i></p> <p>NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.</p> |
|--|---|

NOTE: THE INSURANCE COVERAGE INCLUDED IN THIS PROPOSAL IS THE MASTER PAK ENDORSEMENT "CG 84 12 03". ANY ADDITIONAL ENDORSEMENTS WILL BE PROVIDED AT \$1,000 PER PROJECT.



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

Subject: Purchase Authorization for Streetlights.

Dept. Origin: Community Development

Prepared by: David Brereton *David*
Director of Operations

Proposed Council Action: Authorize purchase of streetlights for installation along Greyhawk Avenue, Stinson Avenue and Burnham Drive from Tacoma Electric Supply Inc. for their price quotation of sixty-four thousand five hundred ninety four dollars and fifty-six cents (\$64,594.56), including sales tax and shipping.

For Agenda of: March 26, 2007

Exhibits: Price Quotation

Initial & Date

Concurred by Mayor: *CLA 3/19/07*
Approved by City Administrator: *RJK 3/15/07*
Approved as to form by City Atty: *N/A*
Approved by Finance Director: *DP 3/15/07*
Approved by Department Head: *JPM 3/15/07*

| | | |
|----------------------|-------------------|---------------|
| Expenditure | Amount | Appropriation |
| Required \$64,594.56 | Budgeted \$65,000 | Required \$0 |

INFORMATION / BACKGROUND

Two Identified Street Objectives in the 2007 Budget were for the purchase and installation of architectural streetlights along Greyhawk Avenue and Stinson Avenue between Foster Street and Grandview Street and along Burnham Drive between Franklin Avenue and Prentice Street. Price quotations for seventeen street lights (delivered) were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The only bid received was from Tacoma Electric Supply Inc. Work is expected to begin following delivery of the material in mid-May.

FISCAL CONSIDERATION

The material cost is within the \$65,000 that was anticipated in the adopted 2007 budget and as identified under Street Operating, Objectives Nos. 9 and 12. City crews will install the streetlights.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize purchase of streetlights for installation along Greyhawk Avenue, Stinson Avenue and Burnham Drive from Tacoma Electric Supply Inc. for their price quotation of sixty-four thousand five hundred ninety four dollars and fifty-six cents (\$64,594.56), including sales tax and shipping.



1311 S. TACOMA WAY
TACOMA, WA 98401
FAX #(253) 475-0707

13724 CANYON RD. E.
PUYALLUP, WA 98373
FAX #(253) 531-8946

TACOMA (253) 475-0540
PUYALLUP (253) 531-7335
SEATTLE (206) 824-9592
TOLL FREE 1-800-422-0540

QUOTATION NO.

LUMEC STREET LIGHTS / GIG HARBOR
(JOB NAME)

1 OF 1

Customer CITY OF GIG HARBOR
Address _____
City _____ State _____ Zip _____

DATE 3/12/07 (Quotation Good For Thirty Days)

PLEASE REFER TO THIS QUOTATION NUMBER ON YOUR INVOICE.

Quotation Order F.O.B. Factory w/ FULL FRT TO DESTINATION F.O.B. Destination

| QUANTITY | TYPE | ITEM | UNIT | UNIT PRICE | AMOUNT |
|--|------|--|------|---------------------------|--------------------------|
| 11 | | LUMEC *175SMH-DMS50-S63-240- MM1A-GN6TX-LMS35379 FIXTURE WITH *AM8U-15-BAS22-GN6TX- LMS35379 POLE + SINGLE BANNER ARM | | \$ 2850. ⁰⁰ EA | \$ 31,350. ⁰⁰ |
| 6 | | LUMEC *250MH-DMS50-SCB3M-240- GN6TX-LMS19650A-TN12-1A-GN6TX- LMS19650A-SSM8V-30-BAS22-GN6TX- LMS19650A POLE + FIXTURE WITH BREAK-AWAY COUPLING KIT + COVER *GN6TX-LMS19650A | | \$ 4670. ⁰⁰ EA | \$ 28,020. ⁰⁰ |
| SUB-TOTAL | | | | | \$ 59,370. ⁰⁰ |
| + 8.8% TAX | | | | | \$ 5224.56 |
| GRAND TOTAL | | | | | \$ 64,594.56 |
| NO LAMPS INCLUDED | | | | | |
| ALLOW 8-10 WKS. TO MANUFACTURE + SHIP AFTER RELEASE | | | | | |
| RECEIVED | | | | | |

MAR 13 2007

Salesman Signature Bill Hafner
(For Quotations Only)
Customers Signature _____
(For Orders Only)

CITY OF GIG HARBOR
OPER. & ENGINEERING

PLEASE ENTER OUR ORDER AS QUOTED

I am an authorized Purchasing Agent for the below named company and do agree to the terms and conditions of Tacoma Electrical Supply, Inc. and related trade customs.

X _____ TITLE _____
COMPANY _____ DATE _____



Business of the City Council
City of Gig Harbor, WA

Subject: Civic Center Roof Cleaning & Moss Treatment

Proposed Council Action: Authorize the contract with Roof Therapy, Inc. to provide roof cleaning and moss removal and treatment services in the amount of three thousand seven hundred fifteen dollars (\$3,715.00), plus sales tax.

Dept. Origin: Community Development

Prepared by: David Brereton [Signature]
Director of Operations

For Agenda of: March 26, 2007

Exhibits: Construction Services Contract

Initial & Date

Concurred by Mayor:

[Signature] 3/20/07

Approved by City Administrator:

[Signature] 3/15/07

Approved as to form by City Atty:

[Signature] 3/15/07

Approved by Finance Director:

[Signature] 3/14/07

Approved by Department Head:

[Signature] 3/15/07

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: \$3,715, \$3,715, \$0.

INFORMATION / BACKGROUND

Upon recent inspection of the Civic Center roof, large areas of moss were discovered primarily on the north side of the building requiring the roof to be cleaned and treated. The roof will be cleaned using air to remove the moss and debris and a moss treatment will be applied.

FISCAL CONSIDERATION

Routine maintenance of our buildings and structures was anticipated in the adopted 2007 budget. Sufficient funds are available in the Building Department fund for Civic Center maintenance and repair.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the contract with Roof Therapy, Inc. to provide roof cleaning and moss removal and treatment services in the amount of Three Thousand Seven Hundred Fifteen Dollars (\$3,715.00), plus sales tax.

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

THIS AGREEMENT, is made this _____ day of March, 2007, by and between the City of Gig Harbor (hereinafter the "City"), and Roof Therapy, Inc., a Washington corporation, located and doing business at 3800A Bridgeport Way W., Suite #3, University Place, WA 98466, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to clean moss off Civic Center roof, clean out gutters and apply treatment to roof to keep moss off. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of three thousand seven hundred fifteen dollars (\$3,715.00), plus sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before April 12, 2007. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

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

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

VII. Termination.

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

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

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

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

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

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

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

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

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

X. Insurance.

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

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

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

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

insurance policies, the Contractor shall reimburse the City the full amount of the deductible.

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

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

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

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

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

and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

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

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

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

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

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

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

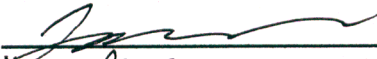
If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation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

party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

ROOF THERAPY, INC.

THE CITY OF GIG HARBOR

By: 
Its Pres.

By: _____
Its Mayor

Notices should be sent to:

Roof Therapy, Inc.
Attn: Jason McOmber
3800A Bridgeport Way W., Suite #3
University Place, WA 98466
(253) 566-1223

City of Gig Harbor
Attn: David Brereton
Director of Operations
3510 Grandview Street
Gig Harbor, Washington 98335

Approved as to form:

By: _____
City Attorney

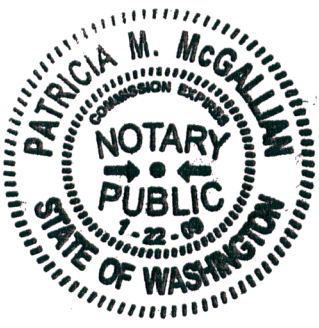
Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

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

DATED: 3-5-07



Patricia M. McGallian
Notary Public in and for the
State of Washington,
Residing at Kitsap County
My appointment expires: 1-22-2009

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

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

DATED: _____

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



12 07 09 33a

Roof Therapy Inc

2535661311

p 1

3800A Bridgeport Way W, Ste. #3 • University Place, WA 98466
 Phone: (253) 566-1223 • Toll Free (877) 636-1223
 Fax: (253) 566-1311 • Web: www.rooftherapyinc.com
 Licensed Bonded & Insured • Contr #ROOFTI*994CG

Estimate

| | |
|------------|-----------|
| Date | 1/19/2007 |
| Estimate # | 2848 |

| |
|---|
| Name / Address |
| City of Gig Harbor ATTN: George Williams 3510 Grandview Gig Harbor, WA |

**TO ACCEPT PROPOSAL:
 PLEASE SIGN, DATE
 AND RETURN ONE COPY.
 THANK YOU!**

Payment due within 10 days of project completion. \$25 Late fee 10 days from inv date + 2% interest.

| Description | Qty | Rate | Total | | | | | | | | |
|---|-----------------------------------|----------|----------|----------|----------------------------|----------|-------------------------|----------|----------------------|--|-----------------------------------|
| Gently air clean composition roof, removing bulk of moss and debris, clean out gutters, and clean up resulting debris on siding and grounds. | 1 | 2,815.00 | 2,815.00 | | | | | | | | |
| Apply moss treatment to roof to kill moss root on roof (effective in 2-3 months). | 1 | 900.00 | 900.00 | | | | | | | | |
| * We can arrange to have the Public Works building cleaned on a weekend or holiday so as to not interfere with employees or the public. | | | | | | | | | | | |
| Bid expires 2/19/07 | | | | | | | | | | | |
| <table border="0"> <tr> <td>F</td> <td>To: <u>George Williams</u></td> </tr> <tr> <td>A</td> <td>Fax No: <u>851-8563</u></td> </tr> <tr> <td>X</td> <td>From: <u>Rebecca</u></td> </tr> <tr> <td></td> <td>Date: <u>2/12</u> Pages: <u>1</u></td> </tr> </table> | | | | F | To: <u>George Williams</u> | A | Fax No: <u>851-8563</u> | X | From: <u>Rebecca</u> | | Date: <u>2/12</u> Pages: <u>1</u> |
| F | To: <u>George Williams</u> | | | | | | | | | | |
| A | Fax No: <u>851-8563</u> | | | | | | | | | | |
| X | From: <u>Rebecca</u> | | | | | | | | | | |
| | Date: <u>2/12</u> Pages: <u>1</u> | | | | | | | | | | |

If signed, this bid serves as a legally binding contract between Roof Therapy, Inc. and the customer named above

| | |
|-------------------------|------------|
| Subtotal | \$3,715.00 |
| Sales Tax (8.4%) | \$312.06 |
| Total | \$4,027.06 |

Signature _____

"Setting the Standard for Roof Maintenance"

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 3/05/07

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20070630

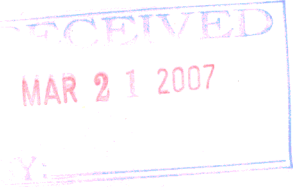
| LICENSEE | BUSINESS NAME AND ADDRESS | LICENSE NUMBER | PRIVILEGES |
|------------------------|--|----------------|----------------------------|
| 1 THE GREEN TURTLE LLC | THE GREEN TURTLE 2905 HARBORVIEW DR GIG HARBOR WA 98335 0000 | 078190 | BEER/WINE REST - BEER/WINE |

MAR 9 - 2007

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

March 19, 2007



SPECIAL OCCASION # 092801

PRISON PET PARTNERSHIP PROGRAM
9601 BUJAUCH RD
GIG HARBOR, WA 98335

DATE: MAY 12, 2007

TIME: 3 PM TO 10 PM

PLACE: BEST WESTERN WESLEY INN, 6575 KIMBALL DR, GIG HARBOR

CONTACT: KELLY WOLFF 253-376-3177

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

| <u>OPTIONAL CHECK LIST</u> | <u>EXPLANATION</u> | YES__ | NO__ |
|----------------------------|--------------------|-------|------|
| LAW ENFORCEMENT | _____ | YES__ | NO__ |
| HEALTH & SANITATION | _____ | YES__ | NO__ |
| FIRE, BUILDING, ZONING | _____ | YES__ | NO__ |
| OTHER: | _____ | YES__ | NO__ |

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



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

Subject: Second Reading of Ordinance --
Flood Plain Regulations

Proposed Council Action: Approve ordinance

Dept. Origin: Community Development

Prepared by: Tom Dolan, Planning Director *TD*

For Agenda of: March 26, 2007

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: CD 3/20/07
Approved by City Administrator: RDK 3/19/07
Approved as to form by City Atty: N/A
Approved by Finance Director: N/A
Approved by Department Head: JM 3/15/07

| | | | | | |
|-------------|---|----------|---|---------------|---|
| Expenditure | | Amount | | Appropriation | |
| Required | 0 | Budgeted | 0 | Required | 0 |

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.

The City has been notified 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. 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.

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.

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.

E. 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.

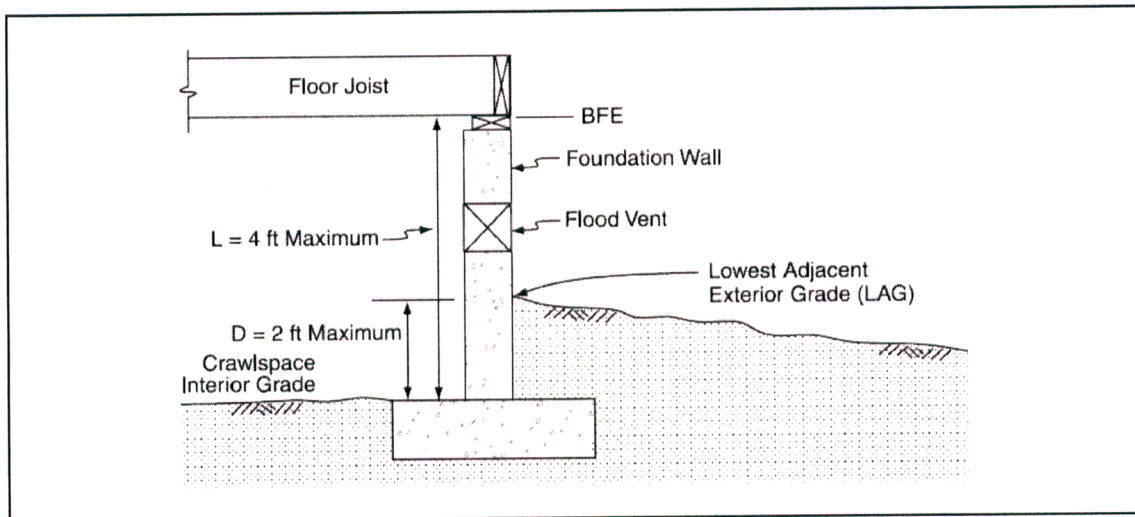


Figure 3 Requirements regarding below-grade crawlspace construction.

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

March 15, 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. _____



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

Subject: First Reading of Ordinance
Comprehensive Plan Amendment
Process

Proposed Council Action: Review Ordinance
and approve at second reading.

Dept. Origin: Community Development

Prepared by: Tom Dolan *TD*
Planning Director

For Agenda of: March 26, 2007

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor: *CLH 3/19/07*
Approved by City Administrator: *PK 3/14/07*
Approved as to form by City Atty: *CAM 3/13/07*
Approved by Finance Director: *N/A*
Approved by Department Head: *JM 3/13/07*

| | | | | | |
|-------------|---|----------|---|---------------|---|
| Expenditure | | Amount | | Appropriation | |
| Required | 0 | Budgeted | 0 | Required | 0 |

INFORMATION / BACKGROUND

This ordinance will establish a procedure for amending the City's comprehensive plan. The ordinance establishes submittal deadlines, application requirements and public notice requirements. The ordinance also establishes a process that allows the Council to decide which amendments will be considered during that year. The proposed ordinance will insure that the City's comprehensive plan amendment process is consistent with RCW 36.70A.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee recommended that the ordinance be forwarded to the Council for consideration.

RECOMMENDATION / MOTION

Move to: Staff recommends approval of the ordinance at the second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO COMPREHENSIVE PLAN AMENDMENTS; ESTABLISHING THE PROCEDURES FOR AMENDING THE CITY'S COMPREHENSIVE PLAN AS REQUIRED BY THE GROWTH MANAGEMENT ACT, DESCRIBING THE ELEMENTS OF A COMPLETE APPLICATION, THE CRITERIA FOR APPROVAL OF THE COMPREHENSIVE PLAN AMENDMENT, THE PROCEDURES FOR PROCESSING, ISSUANCE OF A DECISION AND APPEALS, ADDING A NEW CHAPTER 19.09 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, RCW 36.70A.130(2) limits amendments to the comprehensive plan to once a year (with statutory exceptions); and

WHEREAS, RCW 36.70A.130(2) and RCW 36.70A.470 require that jurisdictions adopt a docketing process for requesting and considering comprehensive plan amendments; and

WHEREAS, RCW 36.70A.020(11), .035 and .140 require jurisdictions to establish an early and continuous public notification and participation in the planning process; and

WHEREAS, the City has drafted standards that incorporate into a common chapter all procedural requirements for amendments to the City's comprehensive plan; and

WHEREAS, the proposed standards limit comprehensive plan amendments to once a year with stated statutory exceptions; and

WHEREAS, the proposed standards establish a docketing process for comprehensive plan amendment applications; and

WHEREAS, the proposed standards provide for early and continuous public notification and participation in the planning process by requiring early notice of application, public hearings, notice of hearings, and procedures of publication and mailed notice to the public and affected property owners of applications and hearings; and

WHEREAS, the proposed standards are consistent with the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official has determined that the proposed standards are exempt under SEPA pursuant to WAC 197-11-800(19); and

WHEREAS, a copy of this Ordinance to the Washington State Department of Trade and Community Development on _____, 2007, pursuant to RCW 36.70A.106; and

WHEREAS, the City Council held a public hearing and first reading on this Ordinance during its regular City Council meeting of _____, 2007, and a second reading during its regular City Council meeting of _____, 2007; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON:

Section 1. A new Chapter 19.09 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Chapter 19.09
AMENDING THE COMPREHENSIVE PLAN**

Sections:

- 19.09.010 Purpose.
- 19.09.020 Exceptions to the amendment process.
- 19.09.030 Submission deadlines.
- 19.09.040 Types of amendments.
- 19.09.050 Annual review process and SEPA review.
- 19.09.060 Initiation of amendments.
- 19.09.070 Docket.
- 19.09.080 Amendment applications.
- 19.09.090 Determination of completeness for proposed amendments.
- 19.09.100 Concurrency review.
- 19.09.110 Public notice of public hearings.
- 19.09.120 Public hearing on docket.
- 19.09.130 Considerations for decision to initiate processing.
- 19.09.140 Selecting the applications for further processing during annual review.
- 19.09.150 Planning Commission action.
- 19.09.160 City Council action.
- 19.09.170 Criteria for approval.
- 19.09.180 Adoption and rejection.
- 19.09.190 Transmittals to State.
- 19.09.200 Appeals.
- 19.09.210 Applications for amendments located within the urban growth area and outside of the city limits.
- 19.09.220 Map revisions.

19.09.010 Purpose.

The purpose of this chapter is to establish procedures for amending the City's comprehensive plan, including the comprehensive plan text and land use map, as well as the land use, housing, capital facilities plan, utilities, transportation, economic, and park/recreation elements of the Comprehensive Plan. The Growth Management Act (GMA) generally allows amendments to comprehensive plans only once per year, except as otherwise provided in RCW 36.70A.130(2)(a), so that the cumulative impacts of all proposed amendments can be analyzed. This chapter is intended to provide a process to "docket" proposed amendments for annual review, to provide timelines, to identify public participation procedures, application requirements, and review criteria for consideration of amendments to the various comprehensive plans.

19.09.020 Exceptions to the amendment process.

The City Council may amend the comprehensive plan(s) more frequently than once per year under the following circumstances (consistent with RCW 36.70A.130(2):

- A. Initial adoption of an identified subarea plan that does not modify the comprehensive plan policies and designations applicable to the subarea;
- B. The adoption or amendment of a shoreline master program under the procedures set forth in chapter 90.58 RCW;
- C. The amendment of the capital facilities element of a comprehensive plan that occurs concurrently with the adoption or amendment of the City's budget; and
- D. Any other circumstance specifically described in chapter 36.70A RCW.

19.09.030 Submission deadlines.

Proposed amendments to the comprehensive plan or land use plan map may be submitted at anytime. Applications received by the last working day in February will be considered during the current annual review period, subject to GHMC 19.09.010 and 19.09.020 above. Applications received after the last day in February will be considered during the next year's annual review period.

19.09.040 Types of amendments.

There are two amendment types: text and map. Both amendments require "docketing" and will be considered annually. All comprehensive plan amendments are considered legislative processes and are not subject to deadlines for issuance of a final decision or project permit applications in chapter 19.05 GHMC. While the City may consider amendments only once a year, there is no deadline for the City's final decision on the amendments, nor is there any limitation on the number of hearings that the City may hold to consider the amendments.

19.09.050 Annual review process and SEPA review.

A. Annually, the comprehensive plan amendment proposals shall be considered concurrently so that the cumulative effect of all amendments may be ascertained. Environmental review (SEPA) shall be conducted on all proposed amendments at the same time to consider the cumulative impacts of all amendments. Proposals may be considered at separate meetings and hearings, so long as the final action taken considers the cumulative effect of all the proposed amendments.

B. Proposed comprehensive plan amendments are subject to the following:

1. Proportional share of costs. Individual applicants will be required to pay for their proportionate share of the costs involved in the SEPA analysis, which may include the preparation of an environmental impact statement if deemed necessary by the responsible SEPA official. If an EIS is deemed necessary, the City will contact the applicant(s) to provide them with an estimate on the cost of the EIS and will require the applicant(s) to pay their proportionate cost before proceeding with the preparation of the EIS. Lack of payment in the time specified by the City will be deemed a withdrawal of the non-paying applicant's application. If actual costs of the EIS exceed the estimated cost, the City may bill each applicant for their proportional share of the cost overrun. Payments exceeding actual costs shall likewise be reimbursed proportionately. If payments for all cost due to the City are not paid, the proposed comprehensive plan amendments of the non-paying applicant shall not be approved.

C. Assessment of Impacts. Except for those land use map amendments associated with a development agreement that limit development to specified uses and floor areas, the most intense use and development of the site allowed under the proposed land use designation will be assumed when reviewing potential impacts to the environment and to public facilities.

19.09.060 Initiation of amendments.

Amendments may be initiated by any interested person, including applicants, citizens, hearing examiners, and staff of other agencies.

19.09.070 Docket.

Proposed amendments will be assigned an application number and placed on a docket. A current copy of the docket shall be maintained by the Planning Department and shall be available for public inspection during regular city business hours.

19.09.080 Amendment applications.

A. General Application Requirements. All map and text amendment applications shall be accompanied by a completed application form as provided by the City along with the following additional information:

1. Name and address of the person or persons proposing the amendment;
2. An environmental checklist (SEPA);
3. All associated fees as established by the City;
4. A written statement explaining the following:
 - a. The purpose of the proposed amendment;
 - b. How the amendment is consistent with the Washington State Growth Management Act;
 - c. How the amendment is consistent with the adopted countywide planning policies;
 - d. How the amendment furthers the purpose of the City's comprehensive plan; and
 - e. How the amendment is internally consistent with the City's comprehensive plan, as well as other adopted City plans and codes;

- f. If applicable, how the project will meet concurrency requirements for transportation under chapter 19.10 GHMC, or GHMC Section 19.10.005; and
- g. Supplemental environmental review and/or critical areas review if determined by the Planning Director to be required.

B. Comprehensive Plan Text Amendment Requirements. In addition to the general application requirements, the following additional information shall accompany a text amendment application:

- 1. The proposed element, chapter, section, and page number of the comprehensive plan to be amended.
- 2. Proposed text changes, with new text shown in an underline format, and deleted text shown in strikeout format.
- 3. For text changes that would allow increased residential densities or uses not otherwise allowed under existing text, a traffic impact analysis.

C. Comprehensive Plan Map Amendment Requirements. Map amendments include changes to any of the several maps included in the comprehensive plan including, but not limited to, the land use map, critical areas maps, future roadways map, preferred freight route map, roadway functional classification maps, etc. All map amendment applications shall include the information specified under general application requirements. In addition, land use map amendment applications shall be accompanied by the following information:

- 1. The current land use map designation for the subject parcel(s);
- 2. The land use map designation requested;
- 3. A complete legal description describing the combined area of all the subject parcel(s);
- 4. A copy of the county tax assessor's map of the subject parcel(s);
- 5. A vicinity map showing:
 - a. All land use designations within 300 feet of the subject parcel(s);
 - b. All parcels within 300 feet of the subject parcel and all existing uses of those parcels;
 - c. All roads abutting and/or providing access to the subject parcel(s) including information on road classifications (arterial, collector, access) and improvements to such roads;
 - d. Location of shorelines and critical areas on or within 300 feet of the site, if applicable;
 - e. The location of existing utilities serving the subject parcels including electrical, water and sewer (including septic); and
 - f. The location and uses of existing structures located on the subject parcel(s).
- 6. Mailing labels of all property owners within 300 feet of the subject site, as listed on the County Assessor's tax roles. (The City may require the applicant at any time in the update process to submit updated mailing labels if the mailed notices are to be sent more than 30 days beyond the date the mailing labels were prepared);
- 7. A traffic impact analysis (TIA) assessing the potential impacts of the proposed amendment;

8. Topographical map of the subject parcels and abutting properties at a scale of a minimum of one inch represents 200 feet (1:200);

9. The current official zoning map designation for the subject parcel(s);

10. A detailed plan which indicates any proposed improvements, including plans for:

a. Paved streets;

b. Storm drainage control and detention facilities;

c. Public water supply;

d. Public sanitary sewers;

e. Circulation and traffic patterns for the development and the surrounding neighborhoods; and

11. A corresponding zoning map amendment application where necessary to maintain consistency between the land use and zoning maps. The rezone application will be processed separately from the comprehensive plan amendment.

12. Other information as may be required by the Planning Director to assist in accurately assessing the conformance of the application with the standards for approval.

13. A description of any associated development proposals. Development proposals shall not be processed concurrent with comprehensive plan amendments, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the City's SEPA, zoning, concurrency processes and comprehensive land use plan. If no proposed development description is provided, the City will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The City shall assume the maximum impact, unless the applicant submits with the comprehensive plan amendment a development agreement to ameliorate the adverse impact of the proposed development.

D. Related Applications. Comprehensive plan amendments shall be processed separately from any other related project permit applications, including but not limited to site specific rezone applications, except that related development descriptions may be submitted as described in subsection C(13) above.

19.09.090 Determination of completeness for proposed amendments.

The Planning Director shall review all docketed applications and make a determination of completeness within 30 days of receipt of application. (The requirements of RCW 36.70B.080 or GHMC Section 19.02.003 do not apply to legislative processes.) Applicants will be required to provide any additional material requested by the Director within 15 days of the date of the request. Applications which are determined to be incomplete as of 45 days after the annual application deadline date identified in Section 19.09.030 will not be considered during the current annual review process. It is highly recommended that applicants for amendments to the comprehensive plan contact the Planning Department and arrange for a preapplication conference prior to submittal of an application for amendment to avoid delays in processing.

19.09.100 Concurrency review.

Comprehensive plan amendment applications shall not be processed until issuance of a certificate of concurrency (COC) under chapter 19.10 GHMC.

19.09.110 Public notice of public hearing(s).

A notice of public hearing(s) on proposed amendments to the Comprehensive Plan shall be published in the City's officially designated newspaper and shall also be included on the City's official Website. For site-specific land use map amendment proposals (i.e., sites involving four or few parcels, or sites consisting of multiple contiguous parcels under a single ownership), the notice of public hearing shall be mailed to all property owners within 300 feet of the subject site. Notices shall be both mailed and published at least 7 days prior to the scheduled public hearing.

19.09.120 Public hearing on docket.

The City Council shall review and consider all of the amendments included in the docket that were submitted in time for review during the current calendar year during a regular council hearing before making a final decision on which amendments will proceed through the annual amendment process.

19.09.130 Considerations for decision to initiate processing.

Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the City Council shall consider all relevant facts, including the application materials, as well as the following items:

A. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and

B. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments.

19.09.140 Selecting the applications for further processing during annual review.

The Council shall consider each application separately under the procedures and criteria set forth in GHMC Section 19.09.120 and 19.09.130, and shall decide which applications will be processed during the current annual amendment process, and which will not be processed. The Council's findings and conclusions on the applications that will not be processed shall be incorporated into a resolution. No findings and conclusions are required for those applications that are forwarded to the Planning Commission for further processing during the current annual review.

19.09.150 Planning Commission Action.

Once the applications are forwarded to the Planning Commission for further processing, the Planning Director shall ensure that the applications have been reviewed under SEPA, and that a SEPA threshold decision has issued. The Planning Commission shall then hold a public hearing(s) on the applications and consider them cumulatively under the criteria set forth in GHMC 19.09.170 below. The Commission's written recommendation on the applications shall then be forwarded to the City Council.

19.09.160 City Council Action.

The City Council shall consider the Planning Commission's recommendation on the comprehensive plan amendments and make a decision to either adopt or deny each amendment application. If the Council makes no changes to the Planning Commission's recommendation, the Council may act on the amendments during a regular City Council meeting. If the Council makes any changes to the Planning Commission's recommendation, the Council may be required to hold a public hearing, pursuant to RCW 36.70A.035(2).

19.09.170 Criteria for approval.

Every applicant for a comprehensive plan amendment must demonstrate how each of the following criteria for approval has been satisfied in their application materials. The City Council, in addition to the consideration of the conditions set forth in Section 19.09.130, shall make written findings regarding each application's consistency or inconsistency with each of the following criteria:

A. The proposed amendment meets concurrency requirements for transportation as specified in chapter 19.10 GHMC.

B. The proposed amendment will not adversely impact the City's ability to provide sewer and water, and will not adversely affect adopted levels of service standards for other public facilities and services such as parks, police, fire, emergency medical services and governmental services.

C. The proposed amendments will not result in overall residential capacities in the City or UGA that either exceed or fall below the projected need over the 20-year planning horizon; nor will the amendments result in densities that do not achieve development of at least 4 units per net acre of residentially designated land.

D. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

1. The City has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

2. The City's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the City's capital facilities plan; or

3. Needed infrastructure, facilities and services will be funded by the developer under the terms of a developer's agreement associated with this comprehensive plan amendment; or

4. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comp plan amendment based upon an assessment of land use assumptions; or

5. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met.

E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;

F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental

features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services;

G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses and the zoning district locational criteria contained within the comprehensive plan and zoning code;

H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general;

I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.

19.09.180 Adoption and rejection.

Comprehensive plan amendments that are approved shall be adopted by ordinance. All comprehensive plan amendments that are rejected shall be addressed in a resolution.

19.09.190 Transmittals to the State.

The Planning Department will transmit a copy of any proposed amendments and adopted ordinances to the Washington State Department of Community, Trade, and Economic Development (CTED) pursuant to the requirements of RCW 36.70A.106 RCW.

19.09.200 Appeals.

Appeals shall be filed with the Growth Management Hearings Board in accordance with the provisions of Chapter 36.70A RCW.

19.09.210. Applications for amendments located within the urban growth area and outside of the city limits.

As a courtesy recommendation only, the City Council will consider applications for amendment of the Pierce County comprehensive plan land use map for those parcels located within the urban growth area, but outside of the city limits. Actions of the City Council will be forwarded to the Pierce County Commissioners. The City Council's recommendation on any amendments to the Pierce County Comprehensive Plan Map is a recommendation only, and is not a final decision. It is therefore not appealable, either administratively or judicially.

19.09.220. Map revisions.

If Land Use Map amendments are adopted, the City Council shall order that the Comprehensive Plan Land Use Map be amended to reflect the new amendments.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 3. 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 City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 200_.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

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



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

Subject: Police Vehicle Purchase

Dept. Origin: Finance

Proposed Council Action:

Prepared by: David Rodenbach

Pass resolution approving reimbursement for the purchase of seven police vehicles.

For Agenda of: **March 26, 2007**

Exhibits: Resolution

Initial & Date

Concurred by Mayor:

DR 3/19/07

Approved by City Administrator:

DRK 3/17/07

Approved as to form by City Atty:

fw CW 3/12/07

Approved by Finance Director:

DR 3/15/07

Approved by Department Head:

DR 3/19/07

| Expenditure | Amount | Appropriation |
|--------------------------------------|-------------------|---------------|
| Required \$60,000 per year (5 years) | Budgeted \$60,000 | Required \$0 |

INFORMATION / BACKGROUND

The City's 2007 adopted budget authorizes purchase of vehicles for the police take-home vehicle program. These vehicles arrived and have been paid for. This resolution is required to participate in the State Treasurer's Office LOCAL program.

FISCAL CONSIDERATION

Seven vehicles were purchased with an expected total cost of \$269,241 for seven vehicles including equipment and equipment installation. The invoice for the vehicles was paid on March 8, 2007. Reimbursement from the State Treasurer is expected in June. Payments of approximately \$60,000 per year will begin in December. The term of the loan is five years and the interest rate is expected to be lower than what the city receives on funds invested in the Treasurer's Local Government Investment Pool.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Pass resolution approving reimbursement for the purchase of seven police vehicles and related equipment.

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Gig Harbor, Washington approving certain expenditures for reimbursement from the proceeds of debt to be issued in the future.

Section 1. The City of Gig Harbor, Washington (the "City") reasonably expects to reimburse the expenditures described herein with the proceeds of debt to be incurred by the City (the "Reimbursement Bonds").

Section 2. The expenditures with respect to which the City reasonably expects to be reimbursed from the proceeds of Reimbursement Bonds are for the purchase of seven police vehicles in the amount of \$270,000, plus the payment of issuance costs.

Section 3. The maximum principal amount of debt obligations expected to be issued for the project described in Section 2 is \$300,000.

PASSED by the City Council of the City of Gig Harbor, Washington, at a regular meeting held on the ____ day of _____, 2007.

CITY OF GIG HARBOR, WASHINGTON

Mayor

ATTEST:

City Clerk

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Clerk of the City of Gig Harbor, Washington (the "City"), and keeper of the records of the City Council of the City (herein called the "Council"), DO HEREBY CERTIFY:

1. That the attached Resolution No. _____ (herein called the "Resolution") is a true and correct copy of a resolution of the City, as passed at a regular meeting of the Council held on the ____ day of _____, 2007 and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Resolution; that all other requirements and proceedings incident to the proper passage of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2007.

City Clerk
City of Gig Harbor, Washington



Business of the City Council
City of Gig Harbor, WA

Subject: Estuary Park Project Update

Dept. Origin: Community Development

Proposed Council Action: N/A

Prepared by: David Brereton
Director of Operations

For Agenda of: March 26, 2007

Exhibits: Staff Report

Initial & Date

Concurred by Mayor:

CA 3/20/07

Approved by City Administrator:

ABK 3/20/07

Approved as to form by City Atty:

N/A

Approved by Finance Director:

DF 3/19/07

Approved by Department Head:

JPC 3/19/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$2,500, \$2,500, 0.

INFORMATION / BACKGROUND

Working with local volunteers and city staff, perform minor site clearing and construct pathways based on the attached conceptual design and site visits.

FISCAL CONSIDERATION

This park improvement project was not anticipated in the 2007 Park budget. Funds from office and operating fund will be utilized for this project. This may require a future budget amendment.

BOARD OR COMMITTEE RECOMMENDATION

Park Commission members Jacquie Goodwill, Michael Perrow and Peter Hampl attended the February 12, 2007 meeting.

RECOMMENDATION / MOTION

Move to: N/A



COMMUNITY DEVELOPMENT DEPARTMENT

To: Mayor Hunter and City Council
From: David Brereton. Director of Operations *DR*
Date: March 26, 2007
Re: Estuary Park Project Update

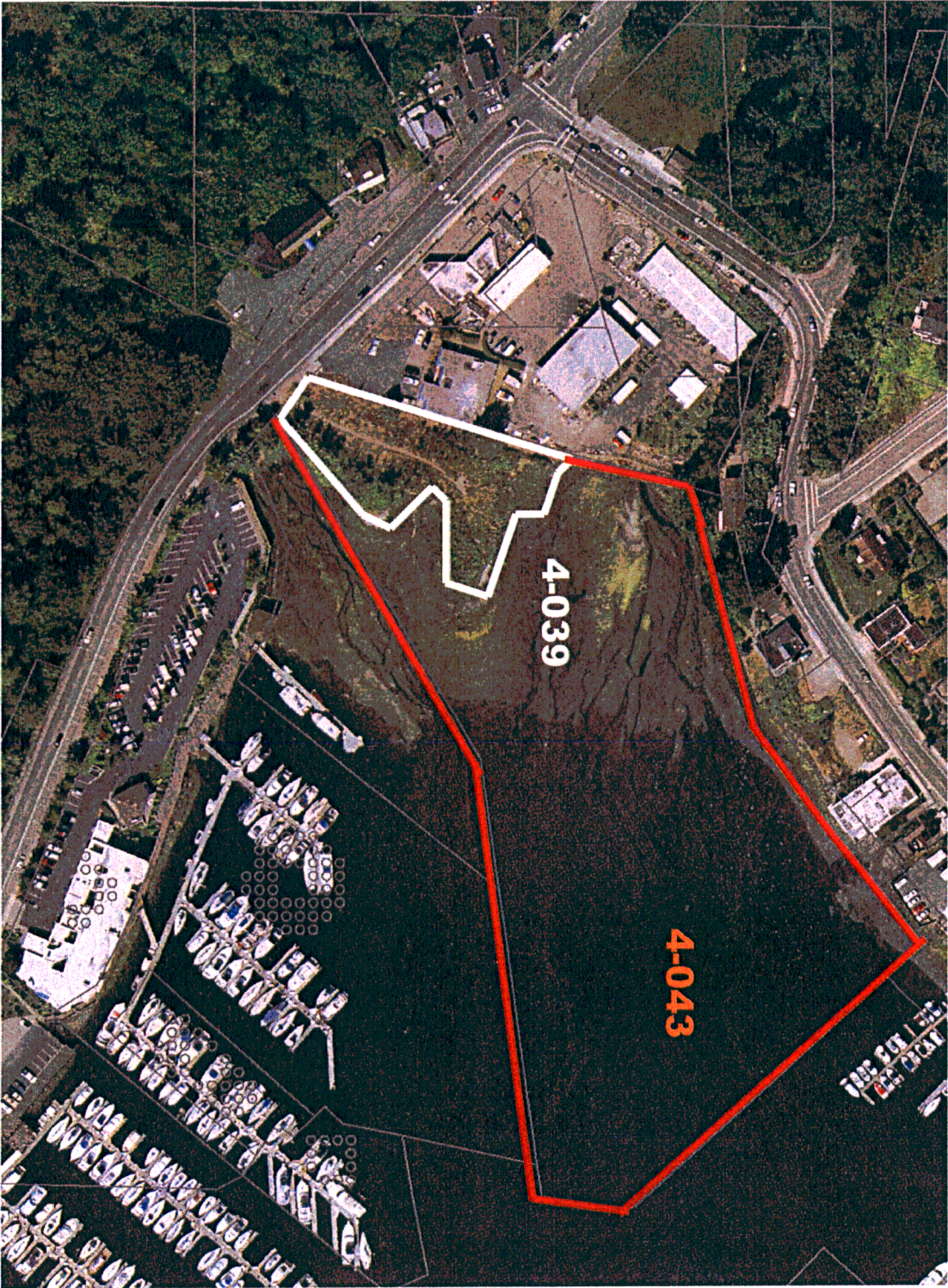
On February 12, 2007, the City held a meeting to discuss the future development of the Estuary Park. In attendance were City staff, several Park Commission members and Bob Ellsworth representing Boy Scouts. From the outcome of that meeting and site visits with City staff, it was decided to develop the site in two phases in order to provide public access to the site this year.

2007 Phase I

Operations, with the assistance from Planning staff, will clear the areas of thick brush and complete minor leveling of the site with equipment prior to the April 28th Park Appreciation Day. On April 28th, City staff will work with local volunteers and Park Commission members to finish clearing the site using hand tools and construct six foot wide pathways from the sidewalk to the end of the property as shown in the attached conceptual drawing. The Operations Department will install a bench out near waters edge and construct a fence and bollards at the entrance sometime prior to summer season.

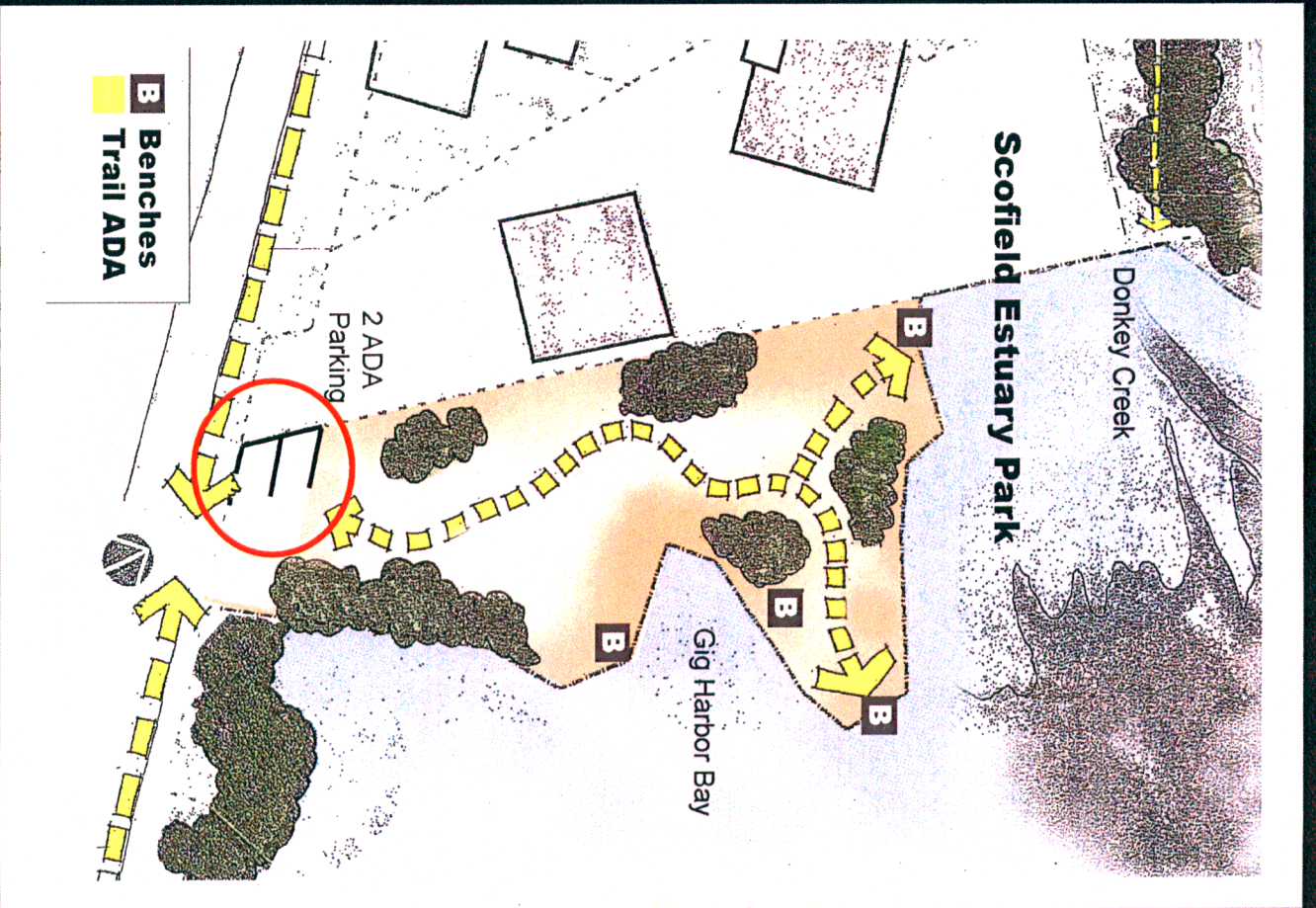
2008 Phase II

Develop a Master Park plan and construct improvements as identified that may include, landscaping and irrigation, site furnishings, lighting, pathways, viewing platforms and historical and environmental signage.



Parcel Map

Conceptual Use Design



DRAFT

**City Council and Council Committees:
Proposed Schedule of Retreat Action Items**
As of March 22, 2007

City Council

| | |
|---------------|---|
| April 2 | Joint Meeting with Finance/Safety and Operations Committees re: Eddon Boat Lease |
| April 9 | Regular Meeting |
| April 16 | No Meeting |
| April 23 | Regular Meeting |
| April 30 | Council Ad Hoc Committee: Maritime Pier |
| May 7 | No Meeting |
| May 14 | Regular Meeting |
| May 21 | Joint Meeting with Parks Commission |
| May 29 (Tues) | Regular Meeting Workshop: Mainstreet Program |
| June 4 | No Meeting |
| June 11 | Regular Meeting Workshop: Public Safety (Court, Police, Emergency Management) |
| June 18 | No Meeting |
| June 25 | Regular Meeting Workshop: Strategic Visioning Process and Options |
| July 2 | No Meeting |
| July 9 | Regular Meeting |
| July 16 | No Meeting |
| July 23 | Regular Meeting |
| October 1 | Joint Meeting w/Planning Commission and Design Review Board |

Planning & Building Committee

| | |
|-------------|--|
| March 14 | Land Use Process Improvements |
| April 16 | Affordable Housing Options Transfer of Development Rights |
| May 7 | Grandfathering Non-Conforming Structures Outside Waterfront Zones Grandfathering Building Size in Waterfront Zone |
| June 4 | Street Vacations: One-Time Blanket Waiver for Non-User Statute |
| July 2 | No Meeting |
| August 6 | Annexations – Streamline Process Endangered Species – changes in case law, regulations |
| September 3 | No Meeting |
| October 1 | No Meeting (Joint CC/Plng/DRB that Night) |
| November 5 | Vertical Zoning |
| December 3 | Low Impact Development |

Operations & Public Projects Committee

- March 26 Impact Fees – Interim Changes
- April 2 Joint Meeting with Finance/Safety Committee re: Eddon Boatyard Building Lease
- April 19 Shore Acres Water
Existing Infrastructure Needs – Streets
Existing Infrastructure Needs - Water
Capital & Development Services Staffing Plan
- May 17 Street Connections
Sidewalk/Trails Inventory and Connections
Wastewater Treatment Plant Expansion & Outfall Extension Update
Eddon Boat Park Update
- June 21 Vehicular Speed Dampening Downtown
Park Impact Fees
- July 19 Infrastructure Financing: CIP, Replacement Reserves, etc.
Weekend Code Enforcement Progress Report
- August 16 WSDOT Progress Report
Impact Fee Update: 20-year plan
- September 20 Infrastructure Needs: Wastewater Lift Stations & Conveyance
Unsewered Areas Strategy
- October 18 City/County Coordination of Cross-Boundary Impacts
Downtown Parking Strategy
- November 15 Traffic Modeling: Report on Methodology Improvements
Wastewater System Comprehensive Plan

Finance and Safety Committee

- April 2 Joint Meeting with Operations/Public Projects Committee re: Eddon
Boatyard Building Lease
- May 9 Grants Report
City Hall Telephone Direct Dial
Five-Year Financial Forecast
Drug & Alcohol Testing Policy & Procedures for CDLs
- June 13 Quarterly Consultant Report
Personnel Policies Update
- July 11 No Meeting
- August 8 Budget Policies
Performance Measures
- September 12 Grants Report
Consultant Report
Cooperative Training Opportunities with Other Jurisdictions

Intergovernmental Affairs Committee

- May 14 Regional Partnerships
Legislative Session Recap
Federal Earmark Requests

For Council Appointed Commissions/Boards

- Big Box Development: DRB
5-Year Parks Plan: Parks Commission
Waterfront Millville Office Use: Planning Commission (already in Tier 3)