

Gig Harbor City Council Meeting

**October 22, 2007
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
October 22, 2007 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of October 8, 2007.
2. Correspondence / Proclamations: Restore International Week.
3. Receive and File: a) Minutes of Workstudy Session CIP – Transportation 9/24/07; b) Minutes of Joint Workstudy Session – City Council and Parks Commission 10-3-07; c) 2008 Parks Commission Work Plan.
4. CLG Grant Agreement for Historic Resource Survey.
5. Conservation Grant Agreement - Development of the Westside Neighborhood Park.
6. Eddon Boat Brick House Roofing Project – Contract Authorization.
7. Appraisal of Vacant Property – Contract Authorization.
8. Agreement for Attorney Services – Drolshagen v. Gig Harbor.
9. Liquor License Renewals: Maritime Mart; Marketplace Grille; Finholm's Market and Grocery; and Gig Harbor Shell Food Mart.
10. Liquor License Application – Harborview Grocery.
11. Approval of Payment of Bills for Oct. 22, 2007:
Checks #55617 through #55740 in the amount of \$222,518.74.

PRESENTATION OF PROCLAMATIONS: Restore International Week

OLD BUSINESS:

1. Third Reading of Ordinance – Transfer of Pierce County Right-of-Way.
2. Second Reading of Ordinance - Minimum Lot Size Amendments.

NEW BUSINESS:

1. Public Hearing on 2008 Revenue Sources.
2. First Reading of Ordinance – 2007 Property Tax Levy.
3. Public Hearing & First Reading of Ordinance – Prentice Avenue & Benson Street Vacation Request – Todd Block.
4. Public Hearing & First Reading of Ordinance – Prentice Avenue & Benson Street Vacation Request – Douglas & Annette Smith.
5. First Reading of Ordinance – Grease Trap Ordinance.
6. Gig Harbor Arts Commission – Recommendation to Purchase Art in 2007 and Overview of 2008/2009 Budget Requests.

STAFF REPORT:

Quarterly Report – David Rodenbach, Finance Director.

PUBLIC COMMENT:

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

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, October 24th, at 9:00 a.m. in Community Rooms A & B.
2. Tour of Hospital Site following the GH North Traffic Operations Committee above.
3. Six-Year Transportation Update Open House – Nov. 1st, 6:30 p.m. Community Rooms A & B.
4. Budget Workshops, Monday and Tuesday, November 5th and 6th at 6:00 p.m. Community Rooms A & B.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 8, 2007

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

CALL TO ORDER: 6:07 p.m.

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION: 2007 GH-KP Community Health Collaborative Summit – Dr. Paul Schneider.

Councilmember Ekberg introduced Dr. Schneider, who has been working with a group of physicians and community health leaders about a collaborative health summit coming up in November.

Dr. Schneider described the declining health of our community and the resulting negative impacts. He described the collaborative effort of organizations such as the Pierce County Medical Society, the Pierce County Health Department, MultiCare Health System, Franciscan Health System, the City of Gig Harbor, and YMCA. He recognized the efforts of Laureen Lund, Marketing Director, for her participation in the Healthy Harbor Program. Dr. Schneider proposed a two-day summit the first weekend in November designed to bring together people wanting to make a change, and to formulate and implement a pilot program in the Gig Harbor Community. He extended an invitation to everyone to participate.

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of Sept. 24, 2007.
2. Proclamation: Domestic Violence Prevention Month.
3. Receive and File: a) Intergovernmental Affairs Committee Minutes 09/10/07; b) Joint Meeting of City Council, Planning Commission and Design Review Board Minutes 09/17/0.
4. Wetlands Review Consultant Services.
5. Eddon Boat Final Sediment Cleanup Design and Construction Documents Contract Amendment #1 – Anchor Environmental.
6. Sanitary Sewer Facilities Easement & Maintenance Agreement – Gig Harbor Peninsula Historical Society.
7. Liquor License Application for Added Privilege: Half Time Sports.
8. Special Occasion Liquor License: Knights of Columbus.
9. Approval of Payment of Bills for Oct. 8, 2007:
Checks #55491 through #55616 in the amount of \$277,928.37.
10. Approval of Payment of Payroll for September:
Checks #4851 through #4887 and direct deposits in the amount of \$311,740.12.

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

PRESENTATION OF PROCLAMATION: Susan Adams, Director of the Crystal Judson Family Justice Center, described their program that is designed to recognize and then provide services and programs to meet the needs of those suffering from domestic violence. She encouraged everyone to continue in the discussion and to take the necessary steps to end domestic violence.

Mayor Hunter presented Ms. Adams with the signed Proclamation for Domestic Violence Prevention Month and thanked her for these worthwhile efforts.

OLD BUSINESS:

1. Second Reading of Ordinance – Amendment to Public Works Standards – Decorative Traffic Poles and Street Lights. Jeff Langhelm, Associate Engineer, presented this ordinance to adopt standards for decorative traffic signal poles and street lights that would help to define the character of the city.

MOTION: Move to adopt Ordinance No. 1104 as presented.
Ekberg / Payne - unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance - Minimum Lot Size Amendments. Tom Dolan, Planning Director, presented the background for this amendment to the code that relates to two exceptions to the minimum lot size standards as a result of a Washington State Court action that invalidates a provision adopted by Council last year.

Mr. Dolan addressed the question about a requirement of a minimum of 3,000 square feet in the second exception that isn't required in the first.

Mayor Hunter opened the public hearing at 6:20 p.m. No one came forward to speak and he closed the hearing.

Carol Morris, City Attorney, addressed Council questions regarding city right-of-way requirements creating non-conforming lots, and street vacations.

Councilmember Franich said that he doesn't think it's a good idea to create lots smaller than what is required in the zoning code.

Councilmember Payne praised staff and the City Attorney for the solution being presented.

2. Austin Estuary Park Aquatic Lease Survey – Consultant Services Contract. Rob Karlinsey, City Administrator, explained that the city has an opportunity to lease state-owned aquatic lands adjacent to the Austin Estuary Park and recommended approval of the contract to perform the required survey. He addressed questions on the location of the tidelands and whether adjacent property owners had been informed of the intent to

lease. He responded that he hasn't communicated the information to the adjacent property owners.

MOTION: Move to authorize the execution of the Consultant Services Contract with PriZm Surveying, Inc. for survey work in the amount not to exceed nineteen thousand seven hundred fifty dollars and no cents (\$19,750.00).

Payne / Conan – unanimously approved.

3. First Reading of Ordinance – Mayor and City Council Compensation. Rob Karlinsey explained that salaries for Mayor and City Council have not been adjusted since 1998 and are low in comparison to comparable jurisdictions. He described the two options outlined in the ordinance. One is to adjust the salary itself, and the other is to also adjust benefits. The proposal is to increase Council's salary from \$254 to \$700 per month, and increase the Mayor's salary from \$923 to \$1600 a month.

If Council adopts the ordinance to increase their salary, they have to wait for re-election to realize the increase. The proposed benefit increase will not take effect until 2010 because of minimum participation rates. There is another option to appoint a Salary Commission and adopt their recommendation, which would take effect immediately.

Councilmember Young said he appreciated staff bringing this forward, but he views serving on the Council as a volunteer effort. At some point, though, it would be responsible to consider an increase. He spoke in favor of the Salary Commission, as he doesn't think that politicians should not set their own salaries. There is no sense of urgency and so this would give people an opportunity to determine what is appropriate. He then commented that elected officials should not require health benefits, as fundamentally, this isn't their job.

Councilmember Ekberg agreed. He said that this proposal is an extreme measure, although some adjustment is needed on a regular basis to keep the salaries in line. He said he likes the idea of a Salary Commission, but disagreed that there should be no benefits. He suggested that we should table or continue discussion on this to explore other available options.

Councilmember Payne agreed, and said that he is inclined to appoint a Salary Commission as opposed to Councilmembers making the decision. He said that he would leave benefits up to the commission to decide. He too said that he would like to understand the impacts of a Salary Commission before the decision is made to appoint one.

Councilmember Kadzik agreed with the Salary Commission and the lack of need for a benefit package, as this is a part-time commitment. He said that this is similar to the issue of city fees earlier this year. The fees had not been addressed for many years, and so there was a large increase. It would be a good idea to have a Salary Commission and an automatic review on a regular basis.

Councilmember Dick agreed with the state law requiring that if Council adopts its own salary, it should be realized only after re-election. He said that a Salary Commission is the least effective tool to determine salaries and benefits. He continued to say that service to public life should be a contribution and if you are dependent upon the salary, you may hang around longer than your effectiveness.

Councilmember Conan said that he thinks the Salary Commission is the way to go as a group of reasonable people will not come back with an outrageous pay scale. He said that benefits are not a high priority for him, and he doesn't want to see people run for Council based on the pay and benefits. He agreed that a salary adjustment does need to be made, and talked about the time and effort devoted to serving. He said that the best way to accomplish this is to appoint a Salary Commission.

Councilmembers Franich asked how a Salary Commission is appointed. Rob Karlinsey responded that staff would do further research and come back with that information.

Councilmember Young said that the state sends out a random request, and whoever responds is appointed. There is no question about the affiliation of those appointed. He suggested looking at what other jurisdictions have done.

Councilmember Ekberg gave a history of how the current Council salary evolved, adding that he is content to keep it as is. He said that he is not in favor of the proposed ordinance but would like to hear other options. He commented that he would like to see an "auditor-proof" standard of living increase and be done with it.

Councilmember Franich voiced appreciation for staff bringing this forward. He said that if it's fair to use comparable cities for employee salaries then it's fair to use for Council. He said he supports the Salary Commission option, and agreed with comments about the amount of effort and travel involved in serving on Council. He said that we are due for a change.

Mayor Hunter explained that Council has mentioned salary adjustments. There are things in the city that haven't been attended to for a long time and the spirit that this was brought forward by staff is to correct something that hadn't been addressed since 1998. The ordinance should not have been a surprise.

MOTION: Move to table this for further discussion and more information.
Ekberg / Young – unanimously approved.

Councilmembers further discussed and clarified that the intent of this motion was to direct staff to bring back information on a Salary Commission and an option for automatic cost of living adjustment.

STAFF REPORT:

1. Green Building Update. Dick Bower, Building and Fire Safety Director, provided some general information on sustainable and low impact development. He explained that this is an issue on the forefront of construction and land use and asked if Council would support a resolution to partner with other jurisdictions to work with Master Builders to promote Green Building.

Councilmember Dick asked about partnering with other utility providers to agree upon ways to increase green standards through incentives. Mr. Bower responded that Puget Sound Energy, Pierce County Solid Waste, and Bonneville Power Administration have come together and worked on green building projects around the state and offer incentives at this time. We could work with Peninsula Light and other local water purveyors to come up with a program to encourage people to use this technology.

Mayor Hunter asked if this is proven technology or experimental. Mr. Bower responded that most methods involve recycled materials such as rainwater, bamboo, and concrete. These are proven and in use for quite some time. The program is geared toward bringing these methods into use in today's modern homes.

Councilmember Franich said that he is in favor of the concept, but many of these things are already being done. He said he would hate to see it being used as a trade-off for something.

Councilmember Young commented that most of the build green tools aren't allowed by our code. The idea is to begin moving toward changing land use regulations to allow this. He agreed that it shouldn't be subsidized, but it also shouldn't be discouraged.

Councilmember Payne said that he appreciated this information, stressing that the discussion needs to continue. He commented that the Critical Areas Ordinance passed a year ago has trade-offs such as low-impact lighting and more pervious coverage for buildings that might encroach into a buffer. If more green technology can be incorporated into the code, the ultimate payback is to the community. He used capturing stormwater runoff rather than letting overload the wastewater treatment plant as an example of one method that could benefit the city.

2. Neighborhood Design Areas Map. Tom Dolan gave an overview of the effort by the Planning Commission to look at ways to improve the design review process. He presented the draft neighborhood design areas map that has been developed and announced that the Planning Commission has scheduled a public hearing on all the 2007 Comprehensive Plan Amendments on Thursday, October 18th for the public to come and comment. A recommendation should come before Council in November and December for adoption.

After discussion, Councilmembers asked staff to schedule a joint Council / Planning Commission worksession before the public hearing in order to ask questions and get a better idea of how the map was developed.

3. PenMet Youth Athletic Facilities Grant. Rob Karlinsey explained that PenMet Parks would like to apply for a Youth Athletic Facilities Grant, but they are unable because they do not qualify. They have asked the city to apply on their behalf for the Homestead Park. He said that it would benefit the city to partner with other agencies to develop ball fields that all citizens can enjoy. He said that PenMet is doing all the grant work, but before he went forward with an Interlocal for Council consideration, he wanted to know if there are any negative impacts. He said that there are no long-term staff or money commitments.

4. GHPD September Report. Chief Davis recognized his intern from Tacoma Community College, Max Chris, who will be spending 150 hours with the department to gain credits. He then gave a brief overview of the monthly report and offered to answer questions.

PUBLIC COMMENT: None.

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

Councilmember Payne said that it is important to recognize that the Mayor and Staff are doing a good job of bringing forth issues that need to be addressed by Council. Rob Karlinsey apologized for the short notice on the compensation ordinance.

Mr. Karlinsey then said that he read in the Kitsap Business Journal about how the city is going to take formal action on the Ugandan Consulate. He asked if staff should be doing something about that. Councilmember Conan responded that he and the City Clerk are working together on a proclamation to be presented at the October 22nd meeting.

Councilmember Franich voiced concern that this happened without any type of city action and asked if they have diplomatic immunity. Ms. Morris said that she would have to look into that and get back with a report.

Councilmember Conan clarified that only Robert Goff was given the honorary consulate status, not the entire organization. Councilmember Young added that an honorary title does not negate the American Citizen status, and they are still subject to our laws.

Mayor Hunter announced that he saw a nice article in the San Franciscan Chronicle about the completion of the second Narrows Bridge and how Gig Harbor has been “re-discovered.” He offered to copy the article to Council.

ANNOUNCEMENT OF OTHER MEETINGS:

1. GH North Traffic Options Committee – Wednesday, October 24th, at 9:00 a.m. in Community Rooms A&B.
2. Special Council Meeting with State Legislators October 15, 2007, 6 p.m.
3. Open House re: Burnham/Borgen/SR16 Roundabouts October 17, 2007 5-7 p.m.
4. Regular Council Meeting October 22, 2007, 6 p.m.

5. Special Council Meeting October 29, 2007, 6 p.m., re: Mayor's Proposed 2008 Budget and Downtown Business Plan

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

MOTION: Move to adjourn to Executive Session at 7:25 p.m. for the purpose of discussing pending litigation for approximately twenty minutes.
Franich / Young – six voted in favor. Councilmember Ekberg voted no.

MOTION: Move to return to regular session at 7:40 p.m.
Franich / Young - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 7:41 p.m.
Franich / Payne – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 37
Disk #2 Tracks 1- 3

Charles L. Hunter, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, in 2002 Bob Goff took a trip to India and witnessed first-hand the atrocities and injustices committed against children. Since then he has been dedicated to end human rights abuses towards children, and

WHEREAS, Restore International was birthed out of this passion in 2004 by founder Goff and has quickly grown into a world-wide organization, and

WHEREAS, Restore International consists of three US based offices and several international locations, and is actively pursuing audacious ways to restore justice to children and the poorest of the poor around the world, and

WHEREAS, Restore International provides effective rescue and intervention to many victims of human trafficking, and

WHEREAS, the goals of the organization are to provide complete and thorough rehabilitation of each child and full prosecution of perpetrators, and

WHEREAS, Restore is committed to the quality of each case and follows each case through to final completion, and

WHEREAS, Restore International is currently in Uganda providing assistance in a variety of ways, specifically, Restore is interested in the next generation of leaders, laws affecting human rights abuses, and practical humanitarian aid, and

WHEREAS, through the efforts of the Restore International Strategic Team, the honor of Ugandan Consulate has been bestowed upon the City of Gig Harbor,

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, hereby proclaim the week of October 22nd, 2007 as

RESTORE INTERNATIONAL APPRECIATION WEEK

In the City of Gig Harbor and encourage all citizens to join me in celebrating Bob Goff and Restore International for service to restore justice to children around the world.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 22nd day of October, 2007.

Chuck Hunter, Mayor

Date



August 15, 2007

Mayor Chuck Hunter
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

CRYSTAL JUDSON
FAMILY JUSTICE CENTER

Executive Board Members

Rick Talbert, Chair
Deputy Mayor,
Tacoma City Council

Connie Ladenburg
Tacoma City Council

Barbara Gelman
Pierce County Council

Shawn Bunney
Chair, Pierce County Council

Tex Whitney, Executive V.P.
Columbia Bank
(Retired)

Staff

Susan Adams, JD
Director
(253) 798-4302

Craig Roberts
Assistant Director
(253) 798-4330

Re: Crystal Judson Family Justice Center

Dear Mayor Hunter:

It has been almost two years now since the Crystal Judson Family Justice Center opened its doors to serve victims of domestic violence and their children. Since that time, thousands of victims of domestic violence have been served by the family justice center.

As you are well aware, the needs of our clients are great. Clients come to us seeking a wide variety of assistance. One of the most valuable tools we use in our quest to serve our clients is our victim service account. This account allows us to help clients with the cost of emergency housing, transportation, lock changes, relocation and much more.

Funding for this account comes entirely from donations and grants. I want to take this opportunity to thank the Gig Harbor Police Department for the generous contribution of \$2000 in 2006 and 2007. My purpose in writing to you today is to ask that you consider continuing your support of this worthy cause by making another donation in 2008.

As the Chair of the FJC Executive Board, I have seen first hand the impact the center is having on domestic violence victims in our community. The continued success of the Family Justice Center hinges on the strength of our community and government partners. We recognize and greatly appreciate the fact that the City of Gig Harbor has been a Family Justice Center supporter from the outset. With your continued support, we have the ability to continue to serve those in need in our community.

Thank you again for your support.

Sincerely,

Rick Talbert, Chair
Crystal Judson Family Justice Center Executive Board

COUNCIL WORK STUDY SESSION
CAPITAL IMPROVEMENT PLAN FOR TRANSPORTATION
September 24, 2007 8:20 p.m.
Council Chambers

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

Staff Present: Rob Karlinsey, David Brereton, Steve Misiurak, and Molly Towslee

Rob Karlinsey, City Administrator, introduced this work study session on transportation as the second of three for Capital Improvements. He said that this presentation summarizes proposed transportation projects for 2008-2010. He said that if there are projects that need to be added, deleted, or moved up that this is the time to make those amendments. He also said that staff is going to recommend a bond issue in 2008 and another in 2009 for Parks and Transportation.

Mr. Karlinsey explained that the first pages in the packet are a summary of funding sources and uses. He then he gave an overview for each project.

Burnham Interchange Hospital Improvements. These are interim improvements with a cost estimate of \$11,000,000. Funding sources are State CERB Grant, which has been secured and SEPA mitigation from Developers.

Burnham Interchange Long-Term Solution. A much more complicated project estimated at \$44,100,000, but that could change depending on the final design. Funding sources are Federal Earmarks (2009 – 2010), Hospital Benefit Zone Tax Increment Financing Tool, and SEPA and/or Impact Fees. The largest expenditure is expected in 2011 or 2012 depending on state approvals. \$100,000 is being proposed in the 2008 budget funded from the impact fees account to keep the project moving.

Burnham Drive: Harborview to Interchange. Improvements to address increased vehicular and pedestrian traffic due to interchange improvements. To include curb, gutter, sidewalk, landscaping improvements with an estimated cost of \$9,000,000, and scheduled for 2011 so that there will be a better idea of how developers can contribute. Partial funding sources will be the HBZ Revenue Bond and developments will provide the state match for the Hospital Benefit Zone.

Olympic & 56th Street. This project will spill into 2008 with an expense of approximately 4.5 million and the funding sources are already secured.

Wagner Way Traffic Signal. Council recently approved a development agreement to install the signal. This project will cost approximately \$350,000. Most of the cost will be paid by Mallard's Landing with impact fees filling in the difference.

Rosedale Street – Stinson to Skansie. This project, projected out to 2011 includes sidewalks along one side and some road improvements. Funding sources: impact fees and grants, neither of which has been secured. Staff has applied for TIB grants.

Councilmembers Franich suggested that this needs to be done sooner. Steve Misiurak responded that staff has applied for grant money and we should know by November. If the money comes through the project will be completed sooner.

Councilmembers then discussed the current asphalt walking path along this portion of Rosedale and whether there is greater urgency in other areas such as 38th.

Skansie Avenue – Rosedale to Hunt. Roadway improvements, curb, gutter, sidewalks, and a roundabout at Hunt in 2010. The cost of the project is approximately \$2,100,000. The funding sources are impact fees, TIB and Safe Routes to School grants. Rob said that he doubts the city will receive all the TIB and Safe Routes grants, and so one or more of the projects will either be scaled back or won't be constructed.

There were questions on the difference in cost for road repairs and how the numbers are generated. Staff responded that it depends upon the condition of the road and whether sections have already been improved. Dave Brereton referred to the asphalt failures along Rosedale.

Hunt Street Freeway Undercrossing. This is projected out to 2012 and funded with impact fees with the caveat that they are available.

Councilmembers questioned the estimate of \$5,250,000. Staff explained that this is a ballpark figure based upon other similar projects. Councilmembers pointed out that an estimate based upon over-crossings will not work and this figure is not realistic. Councilmember Young suggested taking it off the list unless it is seriously being considered.

Staff was asked to provide a better estimate.

Point Fosdick / 56th Street. Roadway, lighting and sidewalk improvements - \$3,000,000. The city will try and leverage as much developer resources as possible through SEPA mitigation and impact fees. Other funding sources will be TIB grants.

Steve Misiurak explained that the city's improvements are on the east side of Point Fosdick and around the corner and down 56th. The need for sidewalks on both sides along 56th due to the potential growth as well as a new developer funded roadway from 56th over to Olympic Drive was discussed.

Donkey Creek Daylighting. The cost of the project is \$3,250,000, with proposed funding to come from Federal Earmarks. This is projected to 2009. There is a good chance that the city will receive Salmon Recovery funding to supplement the project cost.

Street System Rehabilitation. Staff explained that the \$450,000 per year through 2010 for rehab of the city streets is only a portion of what is needed. Other road rehab is included in other projects.

Councilmembers suggested we should plan on escalation of costs and increase the costs accordingly.

Sidewalk Gap Connections. Staff explained that there are sidewalks included in other projects as well, but this will help close currently unconnected sidewalks. Staff is in the process of developing a comprehensive sidewalk plan.

Traffic Calming Program. The consensus in the Operations Committee is rather than spending money in 2008 on projects, use the money to study where the problems lie, and then allocate funding.

Harborview Drive. Most of the infrastructure is there, but there are sidewalk gaps, and the road between Rosedale and Dorotich needs rehabilitation. The Operations Committee has discussed improving pedestrian traffic in this same area. One idea is to widen the water-side sidewalk, and eliminate the sidewalk on the upland side in certain areas. Design is scheduled for 2008 and construction in 2009. Staff shared conceptual pictures of how Harborview could look.

Council asked about undergrounding power lines. Staff responded that the franchise agreement with Peninsula Light would be utilized, but further discussion on this issue needs to take place.

Councilmember Young and Dick said that this is an important project, but stressed the importance of priority funding for improvements along 38th for safety reasons.

Councilmember Payne agreed, and then pointed out that there is a water-main project along Harborview that would lend economic as well as logistical sense to doing the improvements at the same time.

Councilmember Franich voiced concern with the amount of Councilmanic Bonds, which means the city isn't living within its means. He said that funds need to be spent on the Wastewater Treatment Plant Expansion.

Judson / Stanich / Uddenberg. Roadway and Sidewalk Improvements for an estimated cost of \$750,000. Staff used conceptual drawings to show improvements in this area which would go far to spruce up the downtown core. Road rehab funds could be used to supplement the project.

Councilmembers discussed acquiring Uddenberg Street. There was also discussion about approaching the business owners to discuss matching them in an LID for the improvements on these streets. It was pointed out that business owners may not want to see curbs, gutters and sidewalks as it may limit their parking options.

50th Street Extension to 38th. Important connector piece from Westside Park to 38th that has been discussed by the Operations Committee. Staff said that sidewalks are proposed on the south side in order to keep within the proposed budget of \$885,000. Funding sources are impact fees, funding carried over from 2007, and Councilmanic Bonds. The sidewalk on the other side could be added at a later date.

38th Street Sidewalk & Bike Lane Improvements. Hunt to Goodman Middle School, including storm drain infrastructure. Staff said that they propose building as much as possible with the funding provided. The estimated cost of \$1,900,000 will be funded with TIB Pedestrian Safety and Safe Routes to Schools Grants, Impact Fees and Councilmanic Bonds.

Council and staff discussed the UGA boundary and whether this estimate is realistic. The topography in the area from 56th to Goodman will make the project more expensive. Staff was asked to further refine the cost.

Peacock Hill Street Lights. From North Harborview to Benson Street for \$30,000. No discussion.

Grandview Phase I. Stinson to Pioneer already designed. Funding for the estimated \$550,000 will come from the General Fund and SEPA mitigation. Project scheduled for 2010 to look for developer help.

Grandview Phase II. Soundview to McDonald improvements to include roadway, sidewalk and lighting improvements. This portion is already designed, and construction proposed in 2009 for a cost of \$640,000 to come from the General Fund and Impact Fees.

Erickson Street. Pedestrian sidewalk and lighting improvements in an estimated amount of \$25,000.

Public Works Operations Facility. Rob presented background on this much needed project. The septic is failing and the city has outgrown the existing facility. The proposal is for 2009, but because there are sewer capacity issues, it cannot be built until this is resolved. In the meantime, he recommended that design can move forward in hopes that the issues are resolved. The total estimated cost is \$1,140,000.

Street Connections in the Point Fosdick Area. Suggested connectors to facilitate the traffic flow around Point Fosdick. Engineering must be done to determine feasibility and to get this on the Capital Facilities Plan and Impact Fees Schedule.

Councilmember Young recommended updating the Parks Plan as well.

Downtown Parking Garage. Funding sources for the estimated \$2,500,000 cost: Downtown L.I.D. and Councilmanic Bonds. Rob said that this is proposed in 2011 and

listed here for discussion purposes. He added that a downtown parking plan will be developed in 2008.

Councilmembers asked about the status of the proposed parking lot downtown. Dave Brereton responded that a plan has been submitted to the Planning Department, and the property owner is reviewing the plan and a draft lease.

Councilmember Ekberg said that a parking garage is the lowest of priorities for him. Councilmember Payne added that this is bold and worthy of investigation, but he would like to see a developer construct a project of this type. Councilmember Kadzik agreed. He said that the parking problem is not as bad as advertised, and he would rather explore options to keep the Post Office downtown.

Councilmember Young asked for this project to be removed from the CIP at this time because you can't even build one. He suggested having the Main Street Program explore options.

Councilmember Dick said that we can't do this project without changing several rules, and because of other priorities, we shouldn't do it. He again mentioned the 38th Street project.

Staff was directed to take this off the CIP.

Rob Karlinsey then presented a brief overview of Councilmanic Bond Issues for 2008 and 2009 that combines both Parks and Transportation. There will be two, ten-year bond issues; one in 2008 and one in 2009 for a total of 4.7 million dollars. Staff is assuming today's rates and proposes that the city's real estate excise tax be used to pay them off. He added that this does not change the course to pay off the Civic Center by 2011 and addressed questions about refinancing these bonds.

Rob said that the utilities piece of the CIP will be discussed at a future meeting.

There were no further comments and the work study session adjourned at 9:37 p.m.

Respectfully submitted,
Molly Towslee, City Clerk

OUTLINE MINUTES
Joint Work Session:
City Council / Parks Commission

Date: October 3,2007 Time: 5:30 PM Location: Conference Rooms A&B Scribe: Ian Ward

Members Present:

Mayor: Chuck Hunter

City Council: Bob Dick, Paul Kadzik, Steven Ekberg and Jim Franich.

Parks Commission: Michael Perrow, Jacquie Goodwill, Nick Tarabochia, Peter Hampl and Ken Malich.

Staff Present:

City Staff: Rob Karlinsey, Dave Brereton, Molly Towslee, Marco Malich, Terri Reed and Ian Ward.

Call to Order at 5:37 PM Jacquie Goodwill

TOPIC

DISCUSSION / ACTION

**Gig Harbor Parks
Projects**

Mayor Hunter – Offered an overview of the City's park projects for the 2008 year and the progress being made with respect to each of parks.

Eddon Boat Yard – The cleanup process is difficult and staff is working hard to get the process moving. The State is reviewing the park plan and permits will hopefully be ready to go come November.

Jerisich/Skansie Park – is an important piece of real estate. The park connects the city to the water.

Maritime Pier – Is a worth while goal for the community but we need to take a good hard look at where we place the pier.

The Mayor stated that he would like to designate a Preservation and Planning team to work with City Staff on the vision for Skansie Park.

Dog Park

Michael Perrow – Discussed Wilkerson Farm and how it has become an unofficial off leash dog park which is not the original intent of the park.

Mr. Perrow stated that he has been discussing the need for a designated dog park with PenMet and that there is a possibility for a park to be created somewhere along the Cushman Trail.

Peter Hampl – Expressed being appalled at the amount of dog feces that has been left at Wilkerson Farm. He discussed the condition at the park. The Wilkerson Farm Park has turned into an off leash dog park.

Peter Hampl – PenMet has apparently been working with Commissioner Lee to get a 17 acre piece of property under the power lines. He expressed that he has been opposed to the city getting into the dog park business. He stated that a decent dog park requires 17 to 20 acres.

Mr. Hampl also stated that the park has become a hangout for the High School kids after school. He reported that there was even a fight there last week.

Councilman Franich stated that he expects or would like to think that that would be an isolated incident.

Mr. Hampl responded saying that kids have been smoking in the park on a daily basis which, being that they are underage, is against the law. He stated that he would like for the city and the police to be patrolling the park on a more regular basis.

Jacquie Goodwill – Supported the notion that any dog park needs to be of substantial in size. She stressed the need for visual contact between owners and their dogs within the park and that the city's current parks are not designed or designated for this use.

Group discussion – Discussion turned to how to fix the problem. Councilman Franich asked how many signs are up at the parks reminding people of the rules and informing them that the city provides scoop bags for dogs. Jacquie Goodwill suggested that the city begin enforcement of the dog leash laws, with a warning citation period followed by ticket citations. She stressed that the parks are not meant to be used as off leash areas and that this needs to be addressed.

Peter Hampl suggested that the city work with PenMet to facilitate the creation of a Dog Park in Pierce County along the Cushman Trail. Councilman Ekberg, Councilman Dick and Mayor Hunter expressed support for this idea.

Ken Malich asked whether or not the city has staff members that are responsible for patrolling the parks.

Dave Brereton stated that at this time staff have not been assigned to the task of patrolling the parks.

Jacquie Goodwill – stated that Parks Commission intends to begin addressing this issue by notifying citizens that the City's parks are not designed or designated as dog parks. The Parks Commission will be working with City staff and the police department to tackle this issue in the coming months.

Smoking Ban in Parks **Jacque Goodwill** – Introduction

Ken Malich – Stated that he is against banning smoking in the City's parks. Mr. Malich reported having not seen many if any people smoking in the parks or sidewalks at City events. He said that he could see a possible need for a smoking ban at the City's Skate Park, but beyond that, was not in favor of such a ban in parks.

Michael Perrow – Reported that the Parks Commission voted 4-1 to ban smoking in all City parks. He also stated that if you ban smoking in one park kids will simply move to another. He laid out the reasons behind their decision to support a smoking ban in City parks.

Peter Hampf – supported Mr. Perrow's position stating that Puyallup's Parks Director was very positive with regard to the smoking ban in all parks within the City of Puyallup. The smoking ban in the City's parks has apparently lead to a measurable drop in litter.

Mr. Perrow expressed his disappointment that the Council hasn't passed the smoking ban ordinance which was presented to them.

Councilman Ekberg stated that he was not at the July council meeting which addressed this issue. He stated that he is in favor of a smoking ban in all parks and would support such a measure when the ordinance returns to council.

Councilman Dick stated that his issue with the proposed ordinance was not that it banned smoking but that it tried to regulate all lighted materials. He also stated that he thought that the presented ordinance was not artfully written and that he would rather that the ordinance just deal with the smoking aspect of the ban.

Ken Malich – Stated that it is possible to discourage smoking but not ban it all together.

Jacque Goodwill – Responded saying that the City should have the backbone to take this issue on and that if the city wants to do this it should.

Jacque Goodwill stated that the Commission recognizes that this is a contentious issue and that it deals with personal freedoms.

Nick Tarabochia – Stated that it was not an easy decision but that the Parks Commission decided 4-1 to support a ban on smoking in parks.

Councilman Dick stated that he is not opposed to banning smoking but that he thought that the ordinance that was drafted on the subject was not written particularly well and that the ban on all lighted materials complicated the issue. He asked whether or not there was any legal issue with banning smoking.

Rob Karlinsey stated that the only legal issue with the original ordinance was that City Attorney, Carol Morris, thought it better to not have fireworks included in the ordinance but rather to deal with fireworks in a separate ordinance.

Mayor Hunter asked why the ordinance was not drafted to only ban smoking.

Ian Ward stated that Puyallup included its smoking ban with a lighted materials ban because of the political nature of such an ordinance. The City of Puyallup determined that it would have fewer challenges where the ordinance drafted to ban lighted materials.

Councilman Dick stated that he was not opposed to the lighted materials ban, but that he thought that the drafting of the ordinance needed to be improved before passing in order to clarify when, where and how barbeques and grills would be allowed. The ordinance needed to be tightened to say what was intended.

Rob Karlinsey reported that staff was directed to come back with three ordinances for council consideration;

- Smoking Ban Ordinance in the Skate Park.
- Smoking Ban Ordinance in the all Play Areas.
- Smoking Ban Ordinance for all Parks with Smoking Areas Designated by the Director of Operations.

Councilman Franich stated that he was the one that suggested having the flexibility for the Director of Operations to designate smoking areas. He reiterated his position that smokers have the right to smoke in parks. He pointed out that alcohol is not banned in parks (only in the Skate Park) and that if we are trying to set a good example, then we should ban alcohol as well as smoking. He stated that he did not support bans on alcohol or smoking in City Parks. He stated that he understands that some people are bothered by smoking but added that smoking has not been a measurable problem in the parks or at City events. He stated that he would not support this ordinance in any way, shape or form.

Jacque Goodwill asked Councilman Franich about underage smoking.

Councilman Franich replied that that is a legal issue.

Jacque Goodwill stated that enforcement is much easier when there is no smoking aloud period.

Councilman Franich replied that he saw that it would make some sense to ban smoking in the Skate Park all together and that he saw that as a compromise.

Jacque Goodwill continued by saying that Grandview Forest Park which is located next to City Hall is a risk of fire since smokers on cigarettes and drugs often use the park to smoke. She likened the park to a tinderbox saying that at some point there will likely be a fire if nothing is done.

Councilman Franich responded saying that there hasn't been a fire up to this point and that banning smoking in the park is not going to stop everyone from smoking in the park or remove the threat of fire completely.

Michael Perrow added that by using the same logic, having speed limits does not stop people from speeding and so therefore there is no point to speed limits.

Councilman Franich stated that he would base it on public safety.

Councilman Dick asked if the issue needed to be discussed further. He stated that council would be revisiting the subject and that the disagreements concerning the ordinance would not be resolved at this meeting. He continued by saying that council would decide what if any ordinance should be passes at an upcoming council meeting.

Jacque Goodwill asked for clarification as to what ordinances would be considered and whether or not a ban on smoking in all city parks would be considered.

Councilman Ekberg stated that a ban on smoking in all parks was still an option and that he would support or amend the ordinance to ban smoking an all parks.

Security Safety on Cushman Trail

Michael Perrow reported an incident that had occurred previously where there was a partially man drinking and making rude comments. He stated that he had no way of reporting the incident until he made it out of the park and to a phone. He applauds the police response and how they handled the call. He went on, however, to state that there is a concern about emergency response and security on the trail, especially now that the trail will be expanded. He suggested possible safety improvements, including emergency call boxes much like the

ones that can be found on college campuses. He stated that police accessibility to the trail is also a concern.

Mayor Hunter confirmed that this is an important issue of concern especially on the new stretch from Wilkerson Farm to Borgen Boulevard.

Councilman Dick asked that the Commission research other cities and government entities and how they handle security concerns on their bike trails, through both urban and rural areas.

Nick Tarabochia stated that there are examples of long bike trails in Alaska and suggested inquiring as to the security measures on these trails.

Councilman Ekberg stated that Rails to Trails might be a good resource for research.

Nick Tarabochia suggested that it would be a good idea to create a better system of trail makers to increase safety and making it easier for trail users to identify where they are at any given time.

Councilman Dick stated that the trail currently has markers at mile and kilometer lengths.

Michael Perrow responded saying that the current markings really aren't all that helpful when trying to communicate with a 911 operator who is located in Tacoma.

Parks Commission agreed to research the issue.

Dave Brereton stated that now was an excellent time to be looking at this, as the City and the County are entering the design phase of the Cushman Trail Expansion Project.

Councilman Dick stated that design is an important element to addressing safety issues and that safety should be considered within the design process.

Skansie / Jerisich Park **Rob Karlinsey** stated that he placed this on the agenda and that he wanted the Council to hear the Parks Commission's recommendation on the use of the Skansie Brother's House as a visitor's center articulated.

Michael Perrow stated that the Commission recommended that a comprehensive plan for the park be the drive rather than making improvements piece by piece.

Mayor Hunter reiterated his desire for a task force to look at the site and that he was pleased that the Parks Commission was in favor of this approach to the Skansie Park Plan.

Nick Tarabockia reported that the Fisherman's Club voted and desires to establish Fisherman Family Memorial Plaques at the park. Suggested that Lita Dawn be utilized in this task with respect to design and that the individual Fisherman Families have a role in their individual family plaques.

Mayor Hunter stated that the plaques could be placed on a railing around the Fisherman's Memorial.

Councilman Franich stated that he remembers that there was some reason why the Fisherman's Memorial was not encircled by a railing.

2008 Parks Commission Work Plan

Rob Karlinsey started by stating that Council has asked that the City look at its Park Impact Fees. Also updates to the Parks, Recreations and Open Space Plan which needs to be updated to change Park Impact Fees.

Other projects:

- A name for Westside Park.
- Park CIP Implementation.
- Skansie / Jerisich Park Plan
- Eddon House use recommendation.
- Coordination with the Arts Commission for art in parks.

Councilman Ekberg asked how much contact the Parks Commission has with the PenMet. He asked if they keep regular contact with each other.

Michael Perrow stated that he and Mr. Hampl have a fairly good relationship with PenMet and have cooperated in the past with them.

Peter Hampl added that for the 2008 agenda, the Parks Commission has their annual Parks Appreciation Day on April 19th. He stated that it was successful last year but that they needed to do a better job of advertising the event. He commended the Mormon group which came out to help with the projects in 2007 and hoped to see involvement from the community at large this year.

Councilman Dick asked about furthering the City's partnerships with PenMet and holding the County accountable for their park responsibilities on the peninsula.

Rob Karlinsey stated that this was an area that the City was exploring and that the partnership should be both ways. He also gave examples of partnership opportunities.

Councilman Franich stated that the partnership needs to be equitable and that in his view the City has been getting the short end of the stick.

Mayor Hunter stated that he would like to see the City and PenMet work together in the development of the Gig Harbor North Park in the coming year.

Jacquie Goodwill reiterated the topics being discussed and added them to the list of Parks Commission's 2008 work plan.

- Park Appreciation Day 2008
- Develop a working and equitable partnership with PenMet and the County.
- Work to develop the park at Gig Harbor North.

Councilman Dick stressed that the County still has responsibilities for peninsula residents and that they should be held accountable for those responsibilities and not allowed to pass them on to PenMet and the City.

Rob Karlinsey and Dave Brereton stated that the County will be contributing millions to the Cushman Trail extension. The County will also be helping with land for the Boy's and Girl's Club and paying for a Senior Center Coordinator.

Councilman Dick stated that the County's contribution to the trail was excellent but reiterated the fact that the County still has a role to play and should not be absent from further park developments on the peninsula.

Ken Malich asked that when the agenda is created in the future that the person adding an item to the agenda sign off on it with a brief explanation of the subject matter so that members of the Commission can conduct better background and research on the subject.

Adjourn @ 6:45 PM

Michael Perrow / Peter Hampf



City of Gig Harbor Parks Commission

2008 Work Plan

Work Element	Work Task Description
PROS Plan Update	Work with consultant to update Parks, Recreation & Open Space Plan
Park Impact Fees Update	Update Impact Fees as a part of the PROS Plan Update
Westside Park Name	Recommend names for the park to City Council
Parks Capital Improvement Plan (2008-2010) Implementation	<ul style="list-style-type: none"> Westside Park Eddon Boat Park Skansie Net Shed Museum Austin Estuary Park Skansie Brothers House Renovation Cushman Trail Phase 2 (Kimball Drive to Borgen Blvd.) Jerisich Dock Summer Moorage Extension Maritime Pier – Dock Improvements Crescent Creek West Shore Acquisition
Skansie Brothers Park Plan	Work with appointed preservation and planning team to develop a comprehensive plan for the site for the long term.
Eddon Boat Brick House	Recommend a use for the brick house to City Council
Coordination with Arts Commission	Work with Arts Commission to place art in parks
Parks Appreciation Day	Parks Appreciation Day Planning and Volunteer Coordination
PenMet Parks	Continue to promote cooperative partnership in future park development opportunities.
Pierce County Parks Relationship	Continue to promote cooperative partnership in future park development opportunities.
Gig Harbor North	Work with Olympic Property Group to develop new park area in Gig Harbor North.



Business of the City Council
City of Gig Harbor, WA

Subject: CLG Grant Agreement for Historic Resource Survey

Proposed Council Action: Authorize Grant Agreement between Washington State Department of Archaeology and Historic Preservation (DAHP) and the City for the City of Gig Harbor Downtown/Millville District Inventory Project

Dept. Origin: Community Development

Prepared by: Lita Dawn Stanton
Historic Preservation Coordinator

For Agenda of: October 22, 2007

Exhibits: State Grant Contract

Initial & Date

Concurred by Mayor: [Signature] 10/17/07
Approved by City Administrator: [Signature] 10/18/07
Approved as to form by City Atty: [Signature] 10/18/07
Approved by Finance Director:
Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$ 26,000, \$26,000, \$ -0-

INFORMATION / BACKGROUND

Every year, DHAP provides federal pass-through grants to local certified governments (CLG) for preservation projects. In 2007 a Historic Resource Inventory Grant was approved. The survey area is the Downtown / Millville neighborhood located within (boundaries): West: Stinson / South: Pioneer / Northeast: Harborview / Southwest: Edwards. The project will include public meetings, establish a historic resource methodology (by year, style, historic relevance), create 180 subject property inventory forms, and will include a map and inventory database. This survey will be used to provide a basis for decisions to refine the City's historic district boundaries and define the range of architectural styles in the Millville neighborhood. (This is an inventory only and if listed, does not obligate the property owner in any way.)

FISCAL CONSIDERATION

The grant amount from DAHP is \$13,000 and the city's match is \$13,000. The total project cost is \$26,000. This amount will come from the 2007-2008 Budget - Administration/Professional Services.

BOARD OR COMMITTEE RECOMMENDATION

In 2006 the Design Review Board requested that a formal inventory for the City be initiated.

RECOMMENDATION / MOTION

Move to: Authorize the grant contract with DAHP to complete the City of Gig Harbor Downtown/Millville District Inventory Project. (Begin date Dec 2007 - Completion Sept 2008)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FUNDING ASSISTANCE FROM THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (FEDERAL PASS-THROUGH FUNDING PROGRAM) AS PROVIDED IN RCW 79.90.245 AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the City of Gig Harbor has adopted Chapter 17.97 Historic Preservation, Section 17.97.010; and

WHEREAS, under these provisions, its purpose is for the identification, evaluation, designation and protection of designated historic resources within the boundaries of the City of Gig Harbor; and

WHEREAS, under the provisions of the HISTORIC PRESERVATION FUND, a state grant has been approved to fund a **Historic Resources Inventory**; and

WHEREAS, the City of Gig Harbor considers it in the best interest to complete this project described in the application;

NOW THEREFORE BE IT RESOLVED, that:

1. The mayor is authorized to sign the grant agreement with the Washington State Department of Archaeology and Historic Preservation (DHAP) for funding assistance;
2. Any funding assistance received will be used for implementation of the project referenced above;
3. The City of Gig Harbor hereby certifies that its share of project funding will be derived from the General Fund monies in 2007/2008.

4. The Council acknowledges that the City is responsible for supporting all non-cash commitments to the sponsor share should they not materialize.
5. The City provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 22nd day of October, 2007

APPROVED

CHARLES L. HUNTER, MAYOR

ATTEST/ AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

CAROL A. MORRIS

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



STATE OF WASHINGTON

Department of Archaeology and Historic Preservation
1063 S. Capitol Way, Suite 106 • PO Box 48343 • Olympia, Washington 98504-8343
(360) 586-3065 • Fax Number (360) 586-3067 • www.dahp.wa.gov

DAHP Contract # FY08-61018-004

Grant Agreement
Between
Washington State
Department of Archaeology and Historic Preservation
And
City of Gig Harbor

Grant No.: FY08-61018-004

Contact Person: Loren Doolittle (360) 586-3072
Federal Grant No.: N/A
CFDA No.: 15-904
Grant Title: City of Gig Harbor
Effective Date: October 1, 2007
Expiration Date: August 31, 2008

City of Gig Harbor Downtown/Millville District Plat Survey and Inventory Project.

This agreement is made between The Department of Archaeology and Historic Preservation hereinafter referred to as the DEPARTMENT, and the City of Gig Harbor, hereinafter referred to as the GRANTEE.

Section 1. Responsibilities of the Grantee

- A. The GRANTEE will perform or cause others to perform the work described in the "Scope of Work" (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in attachments as enumerated and described in Section 3. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.
- B. The GRANTEE understands that the work called for under this agreement must conform to federal administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with all such



DEPARTMENT OF ARCHAEOLOGY & HISTORIC PRESERVATION

Protect the Past. Shape the Future

requirements. The following documents summarize some of these requirements and are incorporated herein and made a part hereof as though set forth in full:

- (1) The requirements of OMB Circular A-133 for States, Local Governments, and Non-profit organizations.
- (2) The "Secretary of Interior Standards and Guidelines for Archaeology and Historic Preservation." All products under this contract must be in compliance with the relevant Secretary's Standards and Guidelines e.g. Preservation Planning, Identification, Evaluation, Registration, Historic Research and Documentation, Architectural and Engineering Documentation, Archeological Investigation, Historic Preservation Projects, and Preservation Terminology.
- (3) The "Historic Preservation Fund Grants Manual." - Latest Revision, February 2003.
- (4) "Grants in Aid Manual." Department of Community Trade and Economic Development, Office of Archaeology and Historic Preservation.
- (5) "Fiscal Year 2007 Historic Preservation Fund Annual Grant Application and Budget Changes / Special Conditions."
- (6) "43 CFR 17 Civil Rights, Subpart A, Implementing Title VI of the Civil Rights Act of 1964; and Subpart B, Implementing Section 504 of the Rehabilitation Act of 1973; and Subpart C, Implementing the Age Discrimination Act of 1975; and subpart E, Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of the Interior."
- (7) "Americans with Disabilities Act of 1990," 42 U.S.C. 1201 et seq. (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- c. The GRANTEE agrees to comply with the restrictions of 18 U.S.C. 1913 concerning lobbying with appropriated funds: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution

proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of

Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.”

- D. The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least four years following the ending date of the grant. In the event that an audit of the GRANTEE or of the DEPARTMENT should take exception to any expenditures by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees. When arranging for an audit, the DEPARTMENT should contact:

Litadawn Stanton Tel: (253) 853-7609
3510 Grandview Street
Gig Harbor, WA 98335

- E. The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2. a. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as may be requested by the DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for reimbursement within thirty (30) days following completion of the work.
- F. The GRANTEE agrees to provide the DEPARTMENT with a completion report following a form provided by the DEPARTMENT. The GRANTEE will submit this report on or before the end date. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the payment required in Section 2.a. pending receipt of this completion report.
- G. The GRANTEE agrees that the "Budget" (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a

greater amount than that stipulated as DEPARTMENT share. In the event that the GRANTEE should spend less than the budgeted amount on an object or element in the budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting by the elements or objects in the budget. The actual expenditures for the amounts reflected in the budget may vary by 15 percent without requiring an amendment to this grant agreement.

- H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.

The GRANTEE agrees to submit the products identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final products which do not conform to the terms and conditions of this agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

- I. The GRANTEE agrees to submit a "Schedule for Project Completion" (Attachment 6) before beginning work under this agreement. Said schedule form shall list each element described in the "Scope of Work" and shall indicate the approximate date when completion of each can be expected.
- J. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.
- K. The GRANTEE agrees to use competitive negotiation procedures (or small purchase procedures for under \$25,000) for procurement of professional services and subcontracts. GRANTEE agrees to maintain records sufficient to detail the significant history of a procurement and to forward evidence of competitive procurement to the DEPARTMENT prior to reimbursement of funds under this agreement. (See Section 3, Attachment 7.)
- L. The GRANTEE agrees that it, its agents and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington.
- M. Federal funds are the basis for this contract. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Should for any reason the Federal funds which are the basis for this agreement become withdrawn, the agreement may be terminated without penalty to the DEPARTMENT.
- N. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

Consistent with RCW 43.17.320.340, the parties shall make every effort to resolve disputes arising out of, or relating to, this contract through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the director of each party and a third party mutually agreed upon by the director of each party. The team shall attempt, by majority vote, to resolve the dispute. If the dispute cannot be resolved in this fashion, either party may request assistance from the Governor pursuant to RCW 43.17.330.

- O. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of duties and services under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.
- P. The GRANTEE agrees to include written acknowledgment of National Park Service, Department of Community Trade and Economic Development, and Office of Archaeology and Historic Preservation support for all grant-related publications and public information materials including audio-visual and workshop materials. The GRANTEE further agrees that the written acknowledgment shall comply with the form and content stipulated in the "Historic Preservation Fund Grants Manual – 2005."
- Q. The GRANTEE agrees to any additional conditions identified in section 3 and attached to this agreement.
- R. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, martial status, national origin, or the presence of any sensory, mental, or physical handicap in accordance with Chapter 49.60RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

- s. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's Business Enterprise firms certified by OMWB.
- T. The GRANTEE agrees to a 60/40 match of funds. 60% being the full amount of the let grant amount, 40% being the match amount by the GRANTEE. Further, the GRANTEE agrees that any match specifically identified to this grant agreement by the GRANTEE the GRANTEE will not claim match directly earmarked or identified for this agreement as match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to match provided by the GRANTEE to this agreement as indirect eligible match to the National Park Service, Historic Preservation Fund award to the DEPARTMENT.
DEPARTMENT: Grant Amount: \$13,000.00 GRANTEE: Minimum Grant Match Amount: \$8,666.00.

Section 2. Responsibilities of the DEPARTMENT

- A. The DEPARTMENT agrees to reimburse the GRANTEE one hundred (100) percent of its actual authorized expenditures for the purpose of this agreement, provided:
 - (1) The total paid by the DEPARTMENT shall not exceed the amount stipulated in the "Budget" (Attachment 1) as DEPARTMENT share.
 - (2) All expenditures were incurred between the beginning and ending dates of the grant.
 - (3) No expenditures have been previously claimed in any other grant from any agency of the state or federal government.
 - (4) The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.
 - (5) The GRANTEE has met all requirements contained in this agreement.
- B. The DEPARTMENT agrees to consider requests from the GRANTEE for progress payments if, in the DEPARTMENT'S judgment, the public interest will be served by doing so and if such payments are administratively practical.

- c. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

The following attachments are hereby incorporated into and made a part of this agreement.

- Attachment #1. "Budget," consisting of one page.
- Attachment #2 "Scope of Work consisting of six pages
- Attachment #3A. "Civil Rights Assurance", consisting of one page.
- Attachment #3B, "Understanding Grant Requirements", consisting of one page.
- Attachment #3C. "Certification Regarding Debarment," consisting of two pages.
- Attachment #4. "State Form A19-1 Invoice Voucher" to be used as basis for billing, consisting of one page.
- Attachment #5 "Report of Services/ Labor Value Appraisal" form to be used by GRANTEE to document labor costs, consisting of one page.
- Attachment #6 "Schedule for Project Completion" form, consisting of one page
- Attachment #7 "Competitive Negotiation and Small Purchases Contracting Documentation," consisting of one page, for a total of fifteen (15) pages.

Section 4. Amendments

This grant agreement may only be amended if such amendment is in writing (with the exception of the 15% variance for actual expenditures identified in Section 1.g), agreed to and signed by all the parties, and attached hereto.

DEPARTMENT:

GRANTEE:

Allyson Brooks, Director

City of Gig Harbor

Date

Date

91-6001435
Fed ID No.

Attachment #1
Budget

ELEMENT/OBJECT

Salaries	Federal Dollars	Hard Match*	Soft Match*	Total

Indirect %				
------------	--	--	--	--

Total Element/Object:				
------------------------------	--	--	--	--

GOODS & SERVICES

Contract Services	Federal Dollars	Hard Match	Soft Match	Total
Historic Preservation Consultant	\$13,000	\$13,000		\$26,000

Materials/Supplies/Equipment				

Travel				

Other				

Total Goods & Services:	\$13,000	\$13,000		\$26,000
------------------------------------	----------	----------	--	----------

	Federal Dollars 60%	Hard Match 40%*	Soft Match	Total Project Cost - 100%
Total Funding Request	\$13,000	\$13,000		\$26,000

Note: Minimum Non-Federal Share REQUIRED is \$8,666.00. Non-Federal Share expenditures that are presented and that are above the minimum are subject to the conditions of Section 1; T. of this contract. (Specification, assignment, and claim of indirect match to the Department of Archaeology and Historic Preservation.)

*Match can be made up of both hard and soft costs. 40% is the total of match.

Attachment #2

Scope of Work

- I. WORK TO BE ACCOMPLISHED: The GRANTEE shall conduct the following activities:
- A. CITY OF GIG HARBOR "DOWNTOWN/MILLVILLE DISTRICT PLAT" SURVEY AND INVENTORY PROJECT: The GRANTEE shall create a historic inventory, as follows:
1. SURVEY AREA AND CRITERIA: The GRANTEE shall create an **intensive** level survey of:
 - a) AREA: Gig Harbor's "Downtown /Millville District Plat" originally established in 1906 roughly located within the following described boundaries: West: Stinson Avenue / South: Rosedale Street / Northeast: Harborview Drive.
 - b) CRITERIA: Historic buildings, structures, objects, and sites forty-five years of age and older, approximately **180** new intensive level inventory forms and a survey report.
 - c) DEFINITIONS: *Reconnaissance* surveys (also called windshield surveys) are visual or predictive surveys that identify the general distribution, location and nature of historic resources within a given area. A reconnaissance survey of the built environment generally entails the field identification of resources that appear to meet broad survey requirements. Documentation at this level rarely exceeds property address, observational information on architectural style and features, and photographic information. However, it may be possible to discern if the property appears to be a unique resource based on the observations of the overall survey area. If so, this information should be recorded in the "Statement of Significance" section of the database. Reconnaissance surveys are often conducted to establish the boundaries for intensive surveys to follow.
- Reconnaissance surveys literally consist of driving around a community and noting the general distribution of buildings, structures, and neighborhoods representing different architectural styles, periods and modes of construction. Reconnaissance level survey forms must still be completed on the electronic DAHP Historic Property Inventory Database. Because reconnaissance surveys record only observable information, they may not provide sufficient

information with which to make determinations of eligibility beyond architectural significance.

A reconnaissance level survey **should** include the following:

- All of the location information including UTMs for each property inventoried
- Surveyor and survey name, but not necessarily the owner information for the property (current and historic)
- The "Resource Status" should at least include "survey/inventory", but if the National, State or Local Register information is not known, that need not be researched
- The current use of the building should be noted since it is observable from the street, although historic use does not necessarily need to be researched
- All observable architectural information should be completed within the database
- The "Description of Physical Appearance" section on the Narrative **must** be completed
- A concise "Statement of Significance" based on the knowledge of the surveyor (usually related to the architecture of the building) **must** be completed
- A Determination of Eligibility (based solely on the architectural qualities of the structure)
- A best guess date of construction
- Digital image(s) of the resource

A reconnaissance level survey **does not need** to include the following:

- National, State or Local Register status
- Ownership information – either historic or current
- The historic use of the property
- The historic or common name of the property (unless its discernable from the street)
- The Study Unit Theme
- The architect/engineer/builder
- An in-depth "Statement of Significance"
- A bibliography (unless sources were consulted by the surveyor)

Intensive level survey and evaluation combines a reconnaissance survey with an evaluation by a trained professional. Intensive survey involves in-depth archival research and field-work to record properties in the survey area. For all types of intensive survey and evaluation projects, the objective is to gather sufficient information to recommend proposed significance or non-significance of the investigated properties and develop historic contexts in terms of National Register of Historic Places listing. An intensive level survey should include the completion of all of the fields on the database and would consist of research on the property beyond what can be noted from the street.

An intensive level survey **should** include all of the information required for a reconnaissance level survey **plus** the following:

- An accurate date of construction based on research

- Historic images if found
 - The name of the architect or builder
 - A bibliography
 - A determination of National Register eligibility by a trained professional
 - The historic use of the property
 - Ownership information
 - Historic or common name of the property
 - The Study Unit Theme
 - And a thorough, in-depth statement of significance section based on the history of the resource, its context, integrity and eligibility for the National Register of Historic Places
2. **SURVEY PROJECT MANAGER:** The GRANTEE shall ensure that the personnel directing the survey activities meet the professional qualifications in 36 CFR 61, Appendix A. The personnel must be procured using a competitive process as outlined in the Historic Preservation Fund Grants Manual, October 1997, see Attachment #7. Before final selection, the GRANTEE shall afford the DEPARTMENT an opportunity to review and approve candidates for the historic preservation consultant conducting the survey project.
3. **SURVEY STANDARDS:** The GRANTEE shall conduct the survey activity and produce complete inventory forms and a survey report consistent with the guidelines in "Historic Property Inventory Guide and Database User Manual" and the "Washington State Standards for Cultural Resource Reporting" published by the Department of Archaeology and Historic Preservation and summarized as follows:
- a) **COMPLETED SURVEY:**
- (1) A COMPLETED SURVEY is understood to mean when the GRANTEE has used the STATEWIDE HISTORIC PROPERTY INVENTORY DATABASE to document all required survey materials of the defined survey area and has submitted to the DEPARTMENT exported files from the project area and all pertinent digital images on CD ROM. The inventory records must be determined acceptable by the DEPARTMENT.
 - (2) The REQUIRED SURVEY MATERIALS are understood to consist of a SURVEY PROJECT REPORT including a MAP of the entire survey area with all sites marked and numbered and a CD ROM including exported files from the project area and all pertinent digital images submitted to the DEPARTMENT.

- b) A COMPLETED INVENTORY FORM is understood to mean a completed record on the STATEWIDE HISTORIC PROPERTY INVENTORY DATABASE, with each section filled out with the inventory information and at least one digital image of the inventoried property.
- c) A SURVEY PROJECT REPORT is understood to mean a report which follows the guidelines for survey project reports provided by the DEPARTMENT within the "Washington State Standards for Cultural Resource Reporting" which includes the introduction, survey methodology, historic context, analysis, recommendations, a map of the entire survey area with all sites marked and numbered, and appendices. The document shall include **in their entirety** the following acknowledgement, disclaimer, and non-discrimination statements:

This (insert type of publication) has been financed in part with Federal funds from the National Park Service, Department of the Interior administered by the Department of Archaeology and Historic Preservation (DAHP) and the (insert local government credit). However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, DAHP, (*) nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or DAHP. [*If there are no commercial products, omit that part of the statement.*]

This program received Federal funds from the National Park Service. Regulations of the U.S. Department of Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, NW, Washington, D.C. 20240.

- d) The GRANTEE shall submit to the DEPARTMENT draft copies of a sample of the completed Historic Property Inventory Forms in hard copy and the draft survey project report. First draft materials shall be submitted to the DEPARTMENT no later than **May 23, 2008**. A second submittal of draft materials shall be submitted no later than **July 18, 2008**. **Final product is due on Friday, August 29, 2008**. The DEPARTMENT shall respond to the GRANTEE within thirty days of each draft submittal with comments. If the DEPARTMENT has not responded within thirty days, the GRANTEE shall assume that the DEPARTMENT has no comment on the draft submittals.
4. **INCOMPLETE OR INACCEPTABLE MATERIALS:** Any required survey materials submitted which are not considered acceptable or complete—which do not meet the DEPARTMENT's cultural resource survey editorial standards and/or do not contain the required level of documentation—will be returned to the GRANTEE for completion within

the grant period. The inventory must be submitted as a CD on the STATEWIDE HISTORIC PROPERTY INVENTORY DATABASE.

5. REIMBURSEMENT: The GRANTEE will only be reimbursed for preparing acceptable and complete required survey materials submitted during the grant period.
6. DEPARTMENT RESPONSIBILITIES: The DEPARTMENT shall provide the GRANTEE with the STATEWIDE HISTORIC PROPERTY INVENTORY DATABASE and the database user manual if the GRANTEE does not already possess the DATABASE.

B. PUBLIC EDUCATION ACTIVITIES

1. The GRANTEE shall research, design, and conduct at least one public presentation during the grant period subject to the following conditions:
 - a) The purpose of the presentation(s) shall be to present findings of the survey and inventory project and respond to any questions raised by the public.
 - b) The GRANTEE shall notify the DEPARTMENT of the presentation date and shall be afforded an opportunity to attend.
 - c) Summarize the public presentation(s) including but not limited to: number of participants, comments, and notable conclusions arising from the presentation. Include the summary in the completion report.

C. REPORTING ACTIVITIES

1. GRANT ADMINISTRATION: The GRANTEE shall establish and maintain contact with the DEPARTMENT throughout the grant period as to the status of all grant activities by preparing and submitting the following reports to the DEPARTMENT at the times indicated:
 - a) SUMMARY REPORTS: The GRANTEE shall prepare the following reports which summarize specific activities in the Scope of Work:
 - (1) COMPLETION REPORT: At the conclusion of the grant activities, prepare a completion report detailing compliance with each aspect of the Scope of Work, which includes the survey project report, database documentation, and all minimum products not already provided to the

DEPARTMENT. Submit to the DEPARTMENT on or before the end of the grant period.

- b) DEPARTMENT RESPONSIBILITIES: The DEPARTMENT shall provide the GRANTEE with all the necessary forms, examples, or guidelines for preparing and submitting the reports.

II. PRODUCTS: The GRANTEE shall at a minimum submit the following products to the DEPARTMENT:

- A. SURVEY
A CD ROM containing the exported files of the City of Gig Harbor's "Downtown/Millville District Plat" inventory sites from the CITY OF GIG HARBOR'S STATEWIDE HISTORIC PROPERTY INVENTORY DATABASE with at least one digital photograph for each site included on the CD ROM; and a survey project report which includes a map(s) of the entire survey area with each inventoried property marked with location and number.
- B. PUBLIC EDUCATION:
One copy of printed materials produced in conjunction with the public presentation and summary report.
- C. REPORTS
 - 1. A schedule for project completion (already submitted with grant application).
 - 2. A completion report.

ATTACHMENT 3A

U. S. DEPARTMENT OF THE INTERIOR
CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.*), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. **THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.**

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Chas J Austin</i>	TITLE <i>Mayor</i>
APPLICANT/ORGANIZATION <i>CITY OF GIG HARBOR</i>	DATE SUBMITTED <i>4-17-2007</i>
APPLICANT/ORGANIZATION MAILING ADDRESS <i>3510 GRANDVIEW ST. G.H.</i>	BUREAU OR OFFICE EXTENDING ASSISTANCE

**DI-1350
(REV 6/91)**

ATTACHMENT 3B

STATEMENT OF UNDERSTANDING FOR GRANT MANAGEMENT REQUIREMENTS

- CLGs receiving HPF grant assistance must fulfill the terms of their grant agreement with the state and adhere to all requirements of the National Register Programs Manual. This requirement includes compliance with Title VI of the Civil Rights Act of 1964, 78 Stat. 241, as amended, which provides that no person on the grounds of age, race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be subject to discrimination under any activity receiving Federal financial assistance.
- Local financial management systems shall be in accordance with the standards specified in OMB Circular A-128, "Standards for Grantee Financial Management Systems."
- Indirect costs may be charged as part of the CLG grant only if the CLG subgrantee meets the requirements of the manual. Unless the CLG has a current indirect cost rate approved by the cognizant federal agency, only direct costs may be charged.
- Grant recipients must maintain auditable financial records in accordance with the General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities, and Functions.
- The CLG subgrantee will provide, with request for reimbursement, documentation to support billings (time sheets, front and back canceled checks, etc.) for federal and non-federal share claimed.
- Repayment will be made to the SHPO organization if terms and conditions of the subgrant agreement are not followed or costs claimed are disallowed following audit.

CITY OF GIG HARBOR

CLG

Chas J. Hunter
SIGNATURE OF APPLICANT

Mayor
TITLE

4-17-2007
DATE

ATTACHMENT 3C

U.S. Department of the Interior
Certification Regarding
Debarment, Suspension, Ineligibility and
Voluntary Exclusion

Lower Tier Covered Transactions

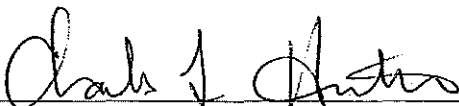
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are included in the proposal package. For further assistance in obtaining a copy of the regulations, contact the U.S. Department of the Interior, Acquisition and Assistance Division, Office of Acquisition and Property Management, 18th and C Streets, N.W., Washington, D.C. 20240.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CHARLES HUNTER, MAYOR

Name and Title of Authorized Representative



Signature

April 17, 2007

Date

FORM A19-1A	STATE OF WASHINGTON
INVOICE VOUCHER	

AGENCY USE ONLY	
AGENCY NO:	CONTRACT NO. OR GA AUTH. NO.
103	FY08-61018-004

AGENCY NAME
Department of Archaeology & Historic Preservation 1063 S Capitol Way Suite 106 PO Box 48343 Olympia, WA 98504 8343
ATTN:
VENDOR OR CLAIMANT: (warrant is to be payable to)
City of Gig Harbor Community Development 3510 Grandview Street Gig Harbor, WA 98335
ATTACHMENT NUMBER 4

INSTRUCTIONS TO VENDOR OR CLAIMANT:
In the absence of a detailed invoice, submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.
Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veteran status.
By: _____ (Sign in ink)
_____ (Title) (Date)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.	RECEIVED BY	DATE RECEIVED
---	-------------	---------------

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT

PREPARED BY (Fiscal)				DATE	DIVISION APPROVAL				DATE				
DOC DATE			CURRENT DOC NO		REF DOC NO			VENDOR NUMBER		VENDOR MESSAGE			
SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	CNTY	CITY	PROJECT	AMOUNT	INVOICE NUMBER	GENERAL LEDGER
APPROVED FOR PAYMENT BY FISCAL								DATE	WARRANT TOTAL				

REPORT OF SERVICES

Name of Project:
Name of Person Performing Services:
Address:
Telephone:
<input type="checkbox"/> <input type="checkbox"/>
Did you receive any compensation for the time you devoted to this project?
Yes No
If yes, who paid you?
How much were you paid?

Month:	Year:
Describe the services you performed. (If you supervised others, include their names and positions.)	
How was the hourly rate shown below determined?	
<input type="checkbox"/> Labor value appraisal on reverse side of this form.	
<input type="checkbox"/> Other, explain:	

Total number of hours worked each day during this month:								
Beginning	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Totals

I hereby swear that I devoted the time reported above, performing the work described on the project named. This time has not been reported for any other Federal or State project.

_____ Date _____

I supervised or coordinated this person's work and verify that it was performed as indicated above.

_____ Date _____

Total hours this month:		# of hours
Hourly rate:	\$	Per hour
Amount charged to project:	\$	

INSTRUCTIONS:

Use this form to document all labor, whether paid or voluntary, which is claimed against a grant or used for the matching share of a grant. Complete it on a timely basis, i.e., fill it out immediately after the service is provided.

Washington State Office of Archaeology and Historic Preservation
 1063 S. Capitol Way, Suite 106
 PO Box 48343
 Olympia, WA 98504-8343

ATTACHMENT 6

V. SCHEDULE FOR PROJECT COMPLETION

List each proposed grant activity separately estimating the start and completion dates. This should be a complete listing of all potential activities associated with the grant including the *two* draft submittal dates of **May 23, 2008 and July 18, 2008**. **This year's grant products are due on Friday, August 29, 2008**. A start date and completion date are not sufficient for the Schedule of Project Completion.

WORK TO BE ACCOMPLISHED	Estimated Starting Date	Estimated Completion Date
Inventory and Survey Research	Mar 1, 2008	Dec 2008
<p>*** cost averaging for the Inventory is based on \$125 per property per Historic Preservationist input on cost averaging for scope of this project.</p> <p>Work begins with a RFP, Interviews & Evaluations, Consultant Chosen</p>	Mar 2008	April 2008
Research	May 2008	May 2008
Notification of properties owners	June 2008	June 2008
Public Outreach (3 public meetings)	June 2008	August 2008
Historic Concept Draft & Scope	August 2008	August 2008
Historic Resource Methodology / Forms	August 2008	August 2008
Field Reconnaissance	August 2008	October 2008
Documentation & Photographs	August 2008	October 2008
Database & Inventory & Map	Nov 2008	Nov 2008
Final Report / Publish Resource Inventory	Dec 2008	Dec 2008

ATTACHMENT 7
COMPETITIVE NEGOTIATION AND SMALL
PURCHASES CONTRACTING DOCUMENTATION

THIS FORMAT SHOULD BE USED FOR CONTRACTS FOR PROFESSIONAL SERVICES AND OTHER PROCUREMENT TO DOCUMENT COMPLIANCE WITH FEDERAL PROCUREMENT STANDARDS.

1. Grant Number: _____
2. Type of Contract: Professional Services _____
 Printing _____
 Equipment/Supplies _____
 Other _____

3. Addresses of Contractors Contacted:

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Name of Person/Business: _____
Street or PO Box: _____
City/State/Zip Code: _____
Work Telephone Number: _____
Quote/Bid given: _____

Contractor Selected: _____
Basis for Selection: Lowest Price _____ Other _____

If the basis for selection was not the lowest price, explain the basis used:

Signature of Grantee Official

Date



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

Subject: State Recreation and Conservation Grant Agreement for development of the Westside Neighborhood Park

Proposed Council Action: Authorize Grant Agreement between the State of Washington Recreation and Conservation Office and the City of Gig Harbor for the *Westside Neighborhood Park Development Project*

Dept. Origin: Administration

Prepared by: Lita Dawn Stanton
Grant Writer

For Agenda of: October 22, 2007

Exhibits: State Grant Contract

Initial & Date

Concurred by Mayor:

CLH 10/18/07

Approved by City Administrator:

RLK

Approved as to form by City Atty:

CA/M 10/17/07

Approved by Finance Director:

Approved by Department Head:

Expenditure	Amount	Appropriation
Required \$ 900,000	Budgeted \$ 900,000	Required \$ -0-

INFORMATION / BACKGROUND

In 2006, the City of Gig Harbor applied for a recreation grant through the Washington Wildlife and Recreation Coalition –WWRC (now known as the Recreation and Conservation Office-RCO) for development of a dual purpose soccer/baseball field, restrooms, walking trails, covered picnic area and big toy at Westside Neighborhood Park. In 2007, the State approved funding for the project.

FISCAL CONSIDERATION

The grant amount from RCO will be \$300,000 and the city's match is \$450,492. An additional \$149,508 will be required to complete the work for a total project cost of \$900,000. This amount will come from the 2008 Parks Budget.

BOARD OR COMMITTEE RECOMMENDATION

In 2006, City Council approved a request for funding for the Westside Neighborhood Project.

RECOMMENDATION / MOTION

Move to: Authorize the grant contract with ROC to develop the Westside Neighborhood Park.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR FUNDING ASSISTANCE FROM THE STATE OF WASHINGTON RECREATION AND CONSERVATION OFFICE (RCO) AS PROVIDED IN CHAPTER 79A.15 RCW, CHAPTER 286 WAC AND PUBLISHED AGENCY POLICIES.

WHEREAS, the City of Gig Harbor applied for a grant from the Recreation and Conservation Funding Board of the State of Washington; and

WHEREAS, the State has made available, through the processes described in chapter 79A.15 RCW, chapter 286 WAC and published agency policies, grants for acquisition of the most significant lands for wildlife conservation and outdoor recreation purposes before they are converted to other uses; and

WHEREAS the State has awarded a grant to the City of Gig Harbor in the amount of \$300,000 to be used for the development of 6.76 acres into a neighborhood park in the vicinity of the Westside Park; and

WHEREAS, the City of Gig Harbor considers it in the best interest to accept the grant under the conditions set forth in the attached Agreement together with all exhibits, and to complete this project described in the application;

NOW THEREFORE BE IT RESOLVED, that:

1. The mayor is authorized to sign the grant agreement with the State of Washington Recreation and Conservation Office for funding assistance;
2. Any funding assistance received will be used for implementation of the project referenced above;
3. The City of Gig Harbor hereby certifies that its match share of \$450,492 for project funding, plus \$149,508 will be derived from the Parks Fund monies in 2008.

4. The Council acknowledges that the City is responsible for supporting all non-cash commitments to the sponsor share should they not materialize.
5. The City provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 22nd day of October, 2007.

APPROVED

CHARLES L. HUNTER, MAYOR

ATTEST/ AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

CAROL A. MORRIS

FILED WITH THE CITY CLERK: 10/17/07
PASSED BY THE CITY COUNCIL:
RESOLUTION NO:

Natural Resources Building
1111 Washington St SE
Olympia WA 98501

PO Box 40917
Olympia WA 98504-0917



(360) 902-3000
TTY (360) 902-1996
Fax: (360) 902-3026

E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON

RECREATION AND CONSERVATION OFFICE

October 8, 2007

Lita Dawn Stanton
City of Gig Harbor
3510 Grandview St
Gig Harbor, WA 98335

RE: Westside Neighborhood Park, RCO #06-1918D

Dear Ms. Stanton:

Congratulations on your successful application for the Westside Neighborhood Park project. Your project is administered by the Recreation and Conservation Funding Board (RCFB). Enclosed are two original sets of project agreement materials. Each set contains the Project Agreement, Milestone Report, Eligible Reimbursement Activities Report, and an Invoice Voucher. Also enclosed are policy manuals for reference as you implement your project and seek reimbursement. After reviewing your Project Agreement materials, please have the appropriate person sign each Project Agreement and return one signed original. Once the Project Agreement is signed and returned, the Westside Neighborhood Park project can commence.

Prompt implementation and completion of your project is extremely important and will ensure the continuing success and credibility of the Washington Wildlife and Recreation Program by demonstrating effective results to citizens and policy makers.

We encourage you to offer appropriate media opportunities to help build public awareness of the project's purposes and benefits. Acknowledging the assistance provided by this grant program helps increase the public's understanding of the value the funding provides to communities. Please notify your RCFB project manager of any event celebrating your project's beginning or completion.

As always, staff is available to answer questions that may arise during project implementation. If you need assistance, please contact Myra Barker at (360) 902-2976 or myrab@rco.wa.gov.

Thank you again for helping make this valuable investment in Washington State's recreation, conservation, and natural resources.

Sincerely,


for Rachael Langen
Deputy Director

Enclosures



WWRP Project Agreement

Outdoor Recreation Account

Project Sponsor: City of Gig Harbor
Project Title: Westside Neighborhood Park

Project Number: 06-1918D
Approval Date: 6/7/2007

A. PARTIES OF THE AGREEMENT

This Project Grant Agreement (Agreement) is entered into between the Recreation and Conservation Funding Board (RCFB), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Gig Harbor, 3510 Grandview St, Gig Harbor, WA 98335 (Sponsor) and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington's General Fund. The grant is administered by the RCFB to the Sponsor for the project named above.

C. DESCRIPTION OF PROJECT

The subject Project is described on the attached Project Summary.

D. TERM OF AGREEMENT

The Project Sponsor's on-going obligation for the above project is perpetual unless otherwise identified in this Agreement.

E. PERIOD OF PERFORMANCE

The Project reimbursement period shall begin on September 1, 2007 and end on December 31, 2009. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

F. PROJECT FUNDING

The total grant award provided by the RCFB for this project shall not exceed \$300,000.00. The RCFB shall not pay any amount beyond that approved for funding of the project. The Sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the Sponsor toward work on this project at a minimum shall be as indicated below:

	<u>Percentage</u>	<u>Dollar Amount</u>
RCFB - WWRP - Local Parks	39.97%	\$300,000.00
Project Sponsor	60.03%	\$450,492.00
Total Project Cost	100.00%	\$750,492.00

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor's Application, Project Summary, Eligible Reimbursement Activities Report, Project Milestones, and the General Provisions, all of which are attached hereto and incorporated herein.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by RCO's Director.

The Sponsor has read, fully understands and agrees to be bound by all terms and conditions as set forth in these documents.

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCO POLICIES

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 79A.15 RCW, Chapter 286 WAC and published agency policies, which are incorporated herein by this reference as if fully set forth.

I. **ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS**

1. On July 1, 2007, the name of the Interagency Committee for Outdoor Recreation changed to the Recreation and Conservation Funding Board and the office name changed to the Recreation and Conservation Office. The General Provisions of the Project Agreement do not reflect this change. To allow immediate implementation of this project, the existing provisions are hereby incorporated into the agreement. All references to the Board refer to the Recreation and Conservation Funding Board. References to the Office refer the Recreation and Conservation Office.
2. Before reimbursement of any development related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archaeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received.

In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

J. **FEDERAL FUND INFORMATION**

(none)

K. **PROJECT GRANT AGREEMENT REPRESENTATIVE**

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

Project Contact

Name: Lita Dawn Stanton
 Title:
 Address: 3510 Grandview St
 Gig Harbor, WA 98335

RCFB

Recreation and Conservation Office
 Natural Resources Building
 PO Box 40917
 Olympia, Washington 98504-0917
www.rco.wa.gov/rcfb/

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

L. **ENTIRE AGREEMENT**

This agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

M. **EFFECTIVE DATE**

This agreement, for project #06-1918D, shall be effective upon signing by all parties.

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

BY: *James Fox*
 for Rachael Langen, Deputy Director

DATE: 10/11/07

PROJECT SPONSOR

BY: _____
 TITLE: _____

DATE: _____

Pre-approved as to form:

BY: IS/
 Assistant Attorney General



Washington Wildlife and Recreation Program

Local Parks Category

Post-Evaluation Project Summary

TITLE: Westside Neighborhood Park	NUMBER: 06-1918D (Development) STATUS: Board Funded									
SPONSOR: City of Gig Harbor	EVALUATION SCORE: 47.9444 BOARD RANKING:									
COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WWRP - Local Parks</td> <td style="width: 20%; text-align: right;">\$300,000</td> <td style="width: 20%; text-align: right;">40%</td> </tr> <tr> <td>Local</td> <td style="text-align: right;">\$450,492</td> <td style="text-align: right;">60%</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$750,492</td> <td style="text-align: right;">100%</td> </tr> </table>	WWRP - Local Parks	\$300,000	40%	Local	\$450,492	60%	Total	\$750,492	100%	SPONSOR MATCH: Appropriation \ Cash
WWRP - Local Parks	\$300,000	40%								
Local	\$450,492	60%								
Total	\$750,492	100%								

DESCRIPTION:

Gig Harbor will use this grant to develop 6.76 acres into a neighborhood park. Development will include installing a picnic shelter, benches, pathways with interpretive signs, a play structure, parking, a restroom, water fountain, and a youth soccer-baseball field. Work also will include creating grassy open spaces and trails through the forest. Currently, the only fields available within the city's service area are multi-purpose play yards that are not well-suited for competitive play. The area's three youth organizations (with more than 300 teams and 4,000 players) must pay fees now to play.

LOCATION INFORMATION:

The project is located within the City of Gig Harbor.

COUNTY: Pierce

SCOPE (ELEMENTS):

Architectural & Engineering	Park Furniture	Signing
Athletic Fields	Parking	Site Preparation
Cultural Resources	Playground	Trails
Fencing & Gates	Restrooms	Utilities
Landscaping	Sales Tax	
Lighting	Shelters	

ANTICIPATED ACREAGE:

ACREAGE TYPE	Acres To Be Acquired	Acres To Be Dev/Restored	Acres To Be Renovated
Uplands		6.42	
Wetlands		0.34	

FISCAL YEAR: 2008	DATE PRINTED: October 8, 2007
--------------------------	--------------------------------------



Eligible Reimbursement Activities Report

Project Sponsor: City of Gig Harbor
Project Title: Westside Neighborhood Park

Project Number: 06-1918 D
Approval: 6/7/2007

Development Items:

Worksite	Element	Item	Unit	Quantity	Description
#1, Westside Neighborhood Park	A & E development	Architectural & Engineeri	Lump Sum	1.00	
#1, Westside Neighborhood Park	Backstops	Athletic Fields	Each	1.00	30' x 14'
#1, Westside Neighborhood Park	Baseball - youth	Athletic Fields	Each	1.00	300' x 300'
#1, Westside Neighborhood Park	Bases	Athletic Fields	Lump sum	1.00	Base Set with Anchors
#1, Westside Neighborhood Park	Soccer field - natural turf	Athletic Fields	Each	1.00	295' x 380'
#1, Westside Neighborhood Park	Soccer goals	Athletic Fields	Pair	1.00	8' x 24' Portable Soccer Goals
#1, Westside Neighborhood Park	Cultural resource survey	Cultural Resources	Optional	1.00	Cultural resources survey
#1, Westside Neighborhood Park	Fencing - chain link	Fencing & Gates	Linear Ft	1,150.00	6' / 9 gauge
#1, Westside Neighborhood Park	Gates	Fencing & Gates	Each	2.00	6'
#1, Westside Neighborhood Park	Grass - hydro seed	Landscaping	Acres	5.00	
#1, Westside Neighborhood Park	Ground cover	Landscaping	Sq Ft	3,000.00	Bark and native ground cover
#1, Westside Neighborhood Park	Habitat enhancement	Landscaping	Lump sum	1.00	Plant & enhance existing native vegetation- -remove invasives
#1, Westside Neighborhood Park	Irrigation - automatic for turf	Landscaping	Acres	2.00	
#1, Westside Neighborhood Park	Top soil/mulch	Landscaping	Yds	50.00	
#1, Westside Neighborhood Park	Trees/shrubs	Landscaping	Lump sum	1.00	
#1, Westside Neighborhood Park	General security	Lighting	Lump sum	1.00	Bathroom / Shelter Area
#1, Westside Neighborhood Park	Pathway	Lighting	Lump sum	1.00	Bollard Lights
#1, Westside Neighborhood Park	Benches	Park Furniture	Each	10.00	6' Bench
#1, Westside Neighborhood Park	Bike racks	Park Furniture	Each	2.00	
#1, Westside Neighborhood Park	Bleachers	Park Furniture	Each	4.00	40 seat, 4-row, 15' Aluminum
#1, Westside Neighborhood Park	Drinking fountain	Park Furniture	Each	1.00	Accessible Aggregate Pedestal Drinking Fountain
#1, Westside Neighborhood Park	Flag pole	Park Furniture	Each	1.00	30' Aluminum
#1, Westside Neighborhood Park	Tables	Park Furniture	Each	6.00	4 are accessible - 6' Recycled Plastic Picnic Tables
#1, Westside Neighborhood Park	Trash receptacles	Park Furniture	Each	6.00	Concrete with Lid
#1, Westside Neighborhood Park	Curbs	Parking	Linear Ft	430.00	
#1, Westside Neighborhood Park	Parking - asphaltic concrete	Parking	Spaces	30.00	4 ADA will be located on street
#1, Westside Neighborhood Park	Children's playground	Playground	Each	1.00	Big Toy / Wood Carpet Play Chips
#1, Westside Neighborhood Park	Restroom with storage	Restrooms	Each	1.00	12' x 18' 2-stall Unisex
#1, Westside Neighborhood Park	Sales Tax	Sales Tax	Lump Sum	1.00	
#1, Westside Neighborhood Park	Picnic	Shelters	Each	1.00	20' x 28' Open Structure
#1, Westside Neighborhood Park	Miscellaneous signs	Signing	Lump sum	8.00	
#1, Westside Neighborhood Park	Rules and regulations	Signing	Lump sum	2.00	
#1, Westside Neighborhood Park	Trail signs	Signing	Each	6.00	
#1, Westside Neighborhood Park	Clearing	Site Preparation	Acres	6.00	
#1, Westside Neighborhood Park	Cut	Site Preparation	Cubic Yds	500.00	
#1, Westside Neighborhood Park	Erosion control	Site Preparation	Lump sum	1.00	Silt Fence
#1, Westside Neighborhood Park	Grading	Site Preparation	Acres	4.00	
#1, Westside Neighborhood Park	Mobilization	Site Preparation	Lump sum	1.00	
#1, Westside Neighborhood Park	Retaining wall	Site Preparation	Linear Ft	1,200.00	Block or Rock / 5+ ft
#1, Westside Neighborhood Park	Surveying	Site Preparation	Lump sum	1.00	
#1, Westside Neighborhood Park	Trails - concrete	Trails	Linear Ft	300.00	10 ft w x 4-inch d - combined concrete trail/service road



Eligible Reimbursement Activities Report

#1, Westside Neighborhood Park	Trails - gravel	Trails	Linear Ft	2,000.00	6-ft x 2-inch ADA accessible pathways
#1, Westside Neighborhood Park	Fire hydrant	Utilities	Each	1.00	
#1, Westside Neighborhood Park	Phone service	Utilities	Lump sum	1.00	
#1, Westside Neighborhood Park	Power	Utilities	Linear Ft	1.00	
#1, Westside Neighborhood Park	Sanitary sewer	Utilities	Linear Ft	1.00	
#1, Westside Neighborhood Park	Storm water retention	Utilities	Lump sum	1.00	Storm Water Detention Devices
#1, Westside Neighborhood Park	Surface drainage	Utilities	Lump sum	1.00	Storm Drain Conveyance System
#1, Westside Neighborhood Park	Water backflow device	Utilities	Each	1.00	
#1, Westside Neighborhood Park	Water meter	Utilities	Lump sum	1.00	2-inch meter



Milestone Report By Project

Project Number: 06-1918 D
Project Name: Westside Neighborhood Park
Sponsor: Gig Harbor City of
Project Manager: Myra Barker

X	I	Milestone	Target Date	Comments/Description
		Project Start	09/01/2007	
X	I	RFP Complete/Consultant Hired	09/01/2007	
	I	A&E Complete/Permits Submitted	10/31/2007	
		Plans/Specs Reviewed Mgmt Agy	11/30/2007	
	I	Special Conditions Met	03/01/2008	Documentation of EO 05-05 compliance required prior to reimbursement for any development related expenses.
		Bid Awarded	03/29/2008	
	I	Construction Started	04/30/2008	
		Annual Project Billing	07/31/2008	
		Proposed Completion Date	11/30/2008	
		Annual Project Billing	07/31/2009	
	I	Project Complete	12/31/2009	
		Final Docs/Billing to Mgmt Agy	03/31/2010	

X = Milestone Complete

I = Critical Milestone

INVOICE VOUCHER

Agency Name
Recreation and Conservation Office P.O. Box 40917 Olympia, WA 98504-0917

Sponsor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion or Vietnam era or disabled veterans status.

Sponsor
City of Gig Harbor 3510 Grandview St Gig Harbor, WA 98335

BY _____

(TITLE)

(DATE)

To Be Completed By Sponsor

Project Number	06-1918 D	Invoice #	1	From:	Billing Period	To:	This is a Final Billing?
Project Name	Westside Neighborhood Park						Yes [] No []
CATEGORIES:	Project Agreement	Previous Expenditures To Date			Costs For This Billing		
		Expenditures	Non-Reimbursable Match	Total	Expenditures	Non-Reimbursable Match	Total
				\$0.00			
		Construction	\$625,410.00	\$0.00			
		A&E	\$125,082.00	\$0.00			
Development Total	\$750,492.00	\$0.00					
	\$750,492.00		\$0.00				

FUNDING & EXPENDITURE FORMULA
For RCO Use ONLY

Agreement Information			Previous RCO Reimbursements	
Sponsor:	60.03%	\$450,492.00	Total Billed	
RCO Federal:			Share Billed	
RCO: WWRP - LP	39.97%	\$300,000.00	Share Approved	
			Advance Balance	
			Match Owed Balance	
			Share Retained	
			Share Paid	
Agreement Total:	100.00%	\$750,492.00	Match Bank	

Doc Date	Current Doc. No.	Ref. Doc#	Vendor Number	Vendor Message			
			SWV0000349-00	06-1918 D			
Tran. Code	Fund	Appn Index	Prog Index	Sub. Obj/SubSub Obj	Project #	Amount	Invoice #
210	070	106	92201	NZ			1

Certification For Payment

Project Manager/Date	Release Final Pmt []	Division Supervisor/Date	Accounting/Date
----------------------	-----------------------	--------------------------	-----------------

General Provisions

Table of Contents		Page
A. Heading and Definitions		
Section 1.	Headings and Definitions	1
B. Performance and Requirements (General Responsibilities)		
Section 2.	Performance by Sponsor	2
Section 3.	Assignment	2
Section 4.	Responsibility for Project	2
Section 5.	Indemnification	2
Section 6.	Independent Capacity of the Sponsor	2
Section 7.	Conflict of Interest	2
Section 8.	Acknowledgment and Signs.....	3
C. Compliance with Laws, Records, and Inspections		
Section 9.	Compliance with Applicable Law	3
Section 10.	Records Maintenance	4
Section 11.	Access to Data	4
Section 12.	Treatment of Assets.....	4
Section 13.	Right of Inspection	4
Section 14.	Stewardship and Monitoring	5
Section 15.	Debarment Certification	5
D. Funding, Reimbursements		
Section 16.	Project Funding.....	5
Section 17.	Project Reimbursements.....	5
Section 18.	Advance Payments	5
Section 19.	Non-availability of Funds.....	6
Section 20.	Recovery of Payments.....	6
Section 21.	Covenant Against Contingent Fees	6
E. Acquisition and/or Development/Restoration		
Section 22.	Provisions Applying to Development/Restoration Projects.....	6
Section 23.	Provisions Applying to Acquisition Projects	7
Section 24.	Hazardous Substances.....	7
F. Facility Uses and Fees		
Section 25.	Restriction on Conversion of Facility to Other Uses	8
Section 26.	Construction, Operation, Use and Maintenance of Assisted Projects	9
Section 27.	Income and Income Use	9
Section 28.	Preferences for Residents	9
G. Special Provisions		
Section 29.	Provisions Related to Non-Profit or Not-For-Profit Sponsors	10
Section 30.	Liability Insurance Requirements for Firearm Range Sponsors	10
Section 31.	Requirements of the National Park Service.....	10

H. Remedies and Disputes

Section 32.	Order of Precedence.....	11
Section 33.	Amendments	11
Section 34.	Limitation of Authority	11
Section 35.	Waiver of Default.....	11
Section 36.	Application Representations—Misrepresentations or Inaccuracy or Breach	11
Section 37.	Termination and Other Remedies	11
Section 38.	Termination for Convenience.....	12
Section 39.	Dispute Hearing	12
Section 40.	Attorneys' Fees	12
Section 41.	Governing Law/Venue	13
Section 42.	Severability.....	13

SECTION 1. HEADINGS AND DEFINITIONS

- A. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- B. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Acquisition - The gaining of rights of public ownership by purchase, negotiation, or other means, of fee or less than fee interests in real property.

Agreement - The accord accepted by all parties to the present transaction; the Agreement, supplemental agreement, intergovernmental agreement, monitoring plan, and/or a landowner agreement between the Funding Board and a Sponsor.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the Funding Board.

Application - The forms and support documents approved by the Funding Board or its Director for use by applicants in soliciting project funds administered by the Office.

Asset - Equipment purchased by the Sponsor or acquired or transferred to the Sponsor for the purpose of this Agreement. This definition is restricted to non-fixed assets, such as vehicles, computers or machinery.

Contractor - shall mean one not in the employment of the Sponsor who is performing all or part of the eligible activities for this projects under a separate Agreement with the Sponsor. The term "Contractor" and "Contractors" means Contractor(s) in any tier.

Development/Restoration - The construction, renovation, redevelopment, or installation of facilities to provide for outdoor recreation or natural resources.

Director - The Office Director or the Director's designee.

Funding Board - As identified in Paragraph A in the Agreement as either the (1) Interagency Committee for Outdoor Recreation (IAC) - The committee created under Chapter 79A.25.110 RCW includes eight members. Three are agency heads: the Commissioner of Public Lands, the Director of Parks and Recreation, and the Director of Fish and Wildlife (or their designees). Five, by appointment of the Governor with the advice and consent of the Senate, are members of the public at large who have demonstrated interest in and a general knowledge of outdoor recreation in the state; (2) Salmon Recovery Funding Board (SRFB) - The Board created under Chapter 77.85.110 RCW, is comprised of five governor-appointed voting members (one a cabinet-level appointment) and five non-voting state officials: the Commissioner of Public Lands, the Secretary of Transportation, the Director of the Conservation Commission, the Director of Fish and Wildlife, and the Director of Ecology (or their designees); or (3) Hatchery Scientific Review Group (HSRG) - The independent Board established by Congress to ensure hatchery reform programs in Puget Sound and Coastal Washington are scientifically founded and evaluated.

Office - Office of the Interagency Committee - The Office provides support to the IAC, SRFB, and HSRG. The Office includes the Director and personnel, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

Landowner Agreement - A landowner agreement is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor for salmon recovery projects.

Milestone - Important date(s) tracked in the Agreement for monitoring the Project status.

Period of Performance - The time period specified in the Agreement, under Section E, Period of Performance.

Post Evaluation Summary - One of the documents used to summarize and describe the actions undertaken in the Agreement.

Project - The undertaking that is the subject of this Agreement and that is, or may be, funded in whole or in part with funds administered by the Office on behalf of the Funding Board.

Sponsor - The applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees and agents.

SECTION 2. PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the Project as described in this Agreement, Post Evaluation Summary, the Sponsor's application, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the Funding Board. All submitted documents are incorporated by this reference as if fully set forth herein. The Order of Precedence is covered in Section 26.

Timely completion of the Project is important. Failure to do so, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the Funding Board.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the Funding Board undertakes to assist the Sponsor with the Project by providing a grant pursuant to this Agreement, the Project itself remains the sole responsibility of the Sponsor. The Funding Board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the Project, as those phases are applicable to this Project, is solely that of the Sponsor, as is responsibility for any claim or suit of any nature by any third party related in any way to the Project.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by the law, the Sponsor expressly agrees to and shall indemnify, defend and hold harmless the State and its agencies, officials, agents and employees from and against all claims, actions, costs, damages, or expenses of any nature arising out of or incident to the Sponsor's or any Contractor's performance or failure to perform the Agreement. Sponsor's obligation to indemnify, defend and hold harmless also includes any claim by Sponsor's agents, employees, representatives or any Contractor or its employees. Sponsor's obligation to defend includes payment of any costs or attorneys' fees. Sponsor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Sponsor, its Contractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sponsor or its Contractors, agents, or employees. The Sponsor expressly agrees to waive his/her immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the State and its agencies, officials, agents or employees.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not employees or agents of the Funding Board or the Office. The Sponsor will not hold itself out as nor claim to be an officer or employee of the Office or of the state of Washington by reason hereof, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B.16 RCW.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Office may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by the Office that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Sponsor in the procurement of, or performance under this Agreement. In the event this Agreement is terminated as provided above, the Office shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the

Agreement by the Sponsor. The rights and remedies of the Office provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Office makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes Hearing" clause of this Agreement.

In the event this Agreement is terminated as provided above, the Funding Board or the Office shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of the Funding Board or the Office provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Funding Board or the Office makes any determination under this clause may be reviewed as provided in the "Disputes" clause of this Agreement.

SECTION 8. ACKNOWLEDGMENT AND SIGNS

- A. Publications. The Sponsor shall include language which acknowledges the funding contribution of the program to this Project in any release or other publication developed or modified for, or referring to, the Project.
- B. Signs. The Sponsor also shall post signs or other appropriate media at Project entrances and other locations on the Project which acknowledge the program's funding contribution, unless exempted in Funding Board policy or waived by the Director.
- C. Ceremonies. The Sponsor shall notify the Office no later than two weeks before a dedication ceremony for this Project. The Sponsor shall verbally acknowledge the program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 - 1. The percentage of the total costs of the Project that is financed with federal money;
 - 2. The dollar amount of federal funds for the Project; and
 - 3. The percentage and dollar amount of the total costs of the Project that is financed by nongovernmental sources.

SECTION 9. COMPLIANCE WITH APPLICABLE LAW

The Sponsor will implement the Agreement in accordance with applicable federal, state, and local laws and regulations.

The Sponsor shall comply with, and the Office is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to, State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (comprehensive areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to, the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the Funding Board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law.

No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

For habitat restoration projects funded in part or whole with National Marine Fisheries Service funding, Sponsor shall not commence with clearing of riparian trees or in-water work unless and until an ESA consultation is completed and delivered by National Marine Fisheries Service to the Sponsor. Violation of this paragraph shall not be the basis for any enforcement responsibility by the IAC.

SECTION 10. RECORDS MAINTENANCE

The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by the Office, personnel duly authorized by the Office, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

SECTION 11. ACCESS TO DATA

In compliance with chapter 39.29 RCW, the Sponsor shall provide access to data generated under this Agreement to the Office, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

SECTION 12. TREATMENT OF ASSETS

- A. Assets shall remain in the possession of the Sponsor for the duration of the project or program. When the Sponsor discontinues use of the asset(s) for the purpose for which it was funded, the Office will require the Sponsor deliver the asset(s) to the Office, dispose of the asset according to agency policies, or return the fair market value of the asset(s) to the Office. Assets shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by the Office in writing.
- B. The Sponsor shall be responsible for any loss or damage to assets which results from the negligence of the Sponsor or which results from the failure on the part of the Sponsor to maintain and administer that property in accordance with sound management practices.

SECTION 13. RIGHT OF INSPECTION

The Sponsor shall provide right of access to its facilities to the Office, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a Landowner Agreement has been executed, it may further stipulate and define the Funding Board and the Office's right to inspect and access lands acquired or developed with Funding Board assistance.

SECTION 14. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the monitoring and stewardship plans as approved by the Funding Board or the Office. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the Funding Board.

SECTION 15. DEBARMENT CERTIFICATION

The Sponsor certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. If requested by the Office, the Sponsor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Sponsor for this Agreement shall be incorporated into this Agreement by reference.

SECTION 16. PROJECT FUNDING

- A. Additional Amounts. The Funding Board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the Funding Board or Director and incorporated by written amendment into this Agreement.
- B. Before the Agreement. No expenditure made, or obligation incurred, by the Sponsor before the effective date of this Agreement shall be eligible for grant funds, in whole or in part, unless specifically provided for by Funding Board policy. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the Funding Board may have under this Agreement, the amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 17. PROJECT REIMBURSEMENTS

- A. Compliance and Payment. The obligation of the Office to pay any amount(s) under this Agreement is expressly conditioned upon strict compliance with the terms of this Agreement by the Sponsor.
- B. Compliance and Retainage. The Office reserves the right to withhold disbursement of the final ten percent (10%) of the total amount of the grant to the Sponsor until the Project has been completed and approved by the Director. A Project is considered "complete" when:
 - 1. all approved or required activities outlined in the Agreement are complete;
 - 2. on-site signs are in place (if applicable);
 - 3. a final Project report is submitted to the Office with the Sponsor's final request for reimbursement;
 - 4. the completed Project has been approved by the Office;
 - 5. final amendments have been processed; and
 - 6. fiscal transactions are complete.
- C. Invoice Frequency. Invoices are required at least once a quarter from state agency sponsors and at least once a year from all other sponsors. The year-end invoice should include expenditures through June 30, the last day of the State's fiscal year and be submitted no later than July 15th. Final reimbursement requests should be submitted to the Office within ninety (90) days of the completion of the Project, funding end date, or the termination date, whichever comes first.

SECTION 18. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services to be provided under this Agreement are limited to salmon grants and must comply with SRFB policy.

SECTION 19. NON-AVAILABILITY OF FUNDS

If amounts sufficient to fund the grant made under this Agreement are not appropriated by the Washington State Legislature, or if such funds are not allocated by the Washington State Office of Financial Management (OFM) to the Office for expenditure for this Agreement in any biennial fiscal period, the Office shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or OFM occurs. If the Office participation is suspended under this section for a continuous period of one year, the Office's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

SECTION 20. RECOVERY OF PAYMENTS

In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, the Office reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

The Sponsor shall reimburse the Office for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by the Office. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

SECTION 21. COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. The Office shall have the right, in the event of breach of this clause by the Sponsor, to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT/RESTORATION PROJECTS

The following provisions shall be in force only if the Project described in this Agreement is for development/restoration of land or facilities for outdoor recreation, habitat conservation, or salmon recovery:

- A. Construction Document Review and Approval. The Sponsor agrees to submit one copy of all construction plans and specifications to the Office for review. Review and approval by the Office will be for compliance with the terms of this Agreement.
- B. Contracts for Construction. Sponsor shall award all contracts for construction using whatever method is appropriate and legal for the Sponsor.
- C. Construction Contract Change Order. Only change orders that significantly reduce or change the scope of the Project as described to and approved by the Funding Board or the Office must receive prior written approval.
- D. Control and Tenure. Appropriate control and tenure of the land proposed for use must be executed and documented.
- E. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this Project:

"During the performance of this contract, the Sponsor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the Project described in this Agreement is for the acquisition of interest in real property for outdoor recreation, habitat conservation, or salmon recovery purposes:

- A. **Evidence of Land Value.** Before disbursement of funds by the Office as provided under this Agreement, the Sponsor agrees to supply evidence to the Office that the land acquisition cost has been established per Funding Board policy.
- B. **Evidence of Title.** The Sponsor agrees to show the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Deed of Right to Use Land for Public Purposes.** The Sponsor agrees to execute an instrument or instruments which contain:
 - 1. The legal description of the property acquired under this Agreement;
 - 2. A conveyance to the State of Washington of the right to use the described real property forever for the purpose identified in the Agreement; and
 - 3. A requirement to comply with applicable statutes, rules, and the Funding Board policies with respect to conversion of use.
- D. **Assignment of Right.** When acquiring a conservation easement, the Sponsor agrees to execute an instrument or instruments that contain:
 - 1. The legal description of the conservation easement acquired under this Agreement;
 - 2. An assignment to the State of certain rights for access to and stewardship of the property covered by the conservation easement;
 - 3. Acknowledgement of the right of the Funding Board and the Office for enforcement of the provisions of the conservation easement; and
 - 4. A statement that the Sponsor will retain all responsibility for obligations under the terms of the conservation easement.
- E. **Real Property Acquisition and Relocation Assistance**
 - 1. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
 - 2. When state funds are part of this Agreement, the Sponsor, if required by law, agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26.010 RCW, and Chapter 468-100 WAC.
 - 3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this Project, the Sponsor agrees to provide any housing and relocation assistance required.

SECTION 24. HAZARDOUS SUBSTANCES

- A. **Definition.** "Hazardous substance," as defined in Chapter 70.105D.020 (7) RCW, means:
 - 1. Any dangerous or extremely hazardous waste as defined in Chapter 70.105.010(5) and (6) RCW, or any dangerous or extremely dangerous waste designated by rule pursuant to Chapter 70.105 RCW;
 - 2. Any hazardous substance as defined in Chapter 70.105.010(14) RCW or any hazardous substance as defined by rule pursuant to Chapter 70.105. RCW;
 - 3. Any substance that, on March 1, 1989, is a hazardous substance under section 101(14) of the federal cleanup law, 42 U.S.C. Sec. 9601(14);
 - 4. Petroleum or petroleum products; and

5. Any substance or category of substances, including solid waste decomposition products, determined by the director [or director's designee of the department of ecology] by rule to present a threat to human health or the environment if released into the environment.
 6. The term hazardous substance does not include any of the following when contained in an underground storage tank from which there is not a release: Crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.
- B. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances and certify:
- (1) No hazardous substances were found on the site, or
 - (2) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
- C. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in Chapter 70.105D RCW.
- D. Hold Harmless. The Sponsor will defend, protect and hold harmless the Office and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property being acquired.

SECTION 25. RESTRICTION ON CONVERSION OF FACILITY TO OTHER USES

The Sponsor shall not at any time convert any real property acquired or any facility developed pursuant to this Agreement to uses other than those purposes for which assistance was originally approved, without the approval of the Funding Board or Director, in compliance with applicable statutes, rules, and Funding Board policies as identified in this Agreement. It is the intent of Funding Board's conversion policy that all lands acquired and all lands developed with funding assistance from the Funding Board remain in the public domain in perpetuity unless otherwise identified in the Agreement.

- A. By Funding Board policy a conversion may occur under any of the following circumstances:
1. Conveyance. Property interests are conveyed for purposes inconsistent with the intent of the Agreement and the funding source.
 2. Use. Non-eligible uses (public or private) are made of the Project area, or portion thereof.
 3. Eligibility. Non-eligible facilities are developed within the Project area without prior approval of the Funding Board or the Office.
 4. Termination of Use/Non-Conformance. The property acquired or project developed no longer meets or conforms to the intent of the Agreement or the funding source.
- B. Element Change. When approved by the Funding Board or Director, certain elements may be deleted from the Agreement without invoking the requirement to replace the elements. Such deletions are allowed when the Funding Board or Director determines that the elements are not needed or cannot be retained due to one or more of the following conditions:
1. Obsolescence
 2. Extraordinary vandalism
 3. Acts of Nature
 4. Designed life expectancy reached
 5. Fire
 6. Property or property rights lost as a result of legal action
 7. ICC National Trails System Act reversion order (*National Trails System Act 8(d)*, 16 U.S.C. § 1247(d); WAC 286-27-060(2)).

SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

Sponsors must ensure that properties or facilities assisted with Funding Board funds, including undeveloped sites, are built, operated, used, and maintained:

- A. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
- B. In a reasonably safe condition for the project's intended use.
- C. Throughout its estimated life so as to prevent undue deterioration.
- D. In compliance with all federal and state nondiscrimination laws, regulations and policies.

Facilities open to the public must:

- E. Follow all state and federal accessibility guidelines.
- F. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- G. Be available for use at reasonable hours and times of the year, according to the type of area or facility.

SECTION 27. INCOME AND INCOME USE

A. Income.

1. Compatible source. The source of any income generated in a Funding Board assisted Project or project area must be compatible with the funding source and the Agreement.
2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed with Funding Board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunity(ies) furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.

Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (Chapter 79A.252.210 RCW).

B. Income use. Regardless of whether income or fees in a Funding Board-assisted area (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state law, the revenue may only be used to offset:

1. the Sponsor's matching funds; and/or
2. the Project's total cost; and/or
3. the expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the Funding Board grant; and/or
4. the expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system; and/or
5. capital expenses for similar acquisition and/or development.

SECTION 28. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the Funding Board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 29. PROVISIONS RELATED TO NON-PROFIT OR NOT-FOR-PROFIT SPONSORS

A non-profit or not-for-profit organization sponsor shall:

- A. Maintain a non-profit or not-for-profit status (including registering with the Washington Secretary of State) throughout the Sponsor's obligation to the Project as identified in this Agreement.
- B. Notify the Office prior to dissolution and within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program *and* capable of complying with the terms and conditions of this Agreement. The Office will process an amendment transferring the Sponsor's obligation to the qualified successor.
- C. Provide for operation and maintenance of the project. Should the Sponsor fail in this obligation for any reason, the Project will be considered converted or a failed project, and be subject to all remedies available to the Funding Board and the Office.

SECTION 30. LIABILITY INSURANCE REQUIREMENTS FOR FIREARM RANGE SPONSORS

- A. The Sponsor¹ shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. The liability insurance policy, including any endorsement or addition, shall name Washington State, the Funding Board, and the Office as additional insureds and shall be in a form approved by the Funding Board or Director.
- C. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the Project as identified in this Agreement.
- D. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to the Office not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- E. The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the Funding Board.
- F. By this requirement, the Funding Board and the Office does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based upon such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

SECTION 31. REQUIREMENTS OF THE NATIONAL PARK SERVICE

If the Project has been approved by the National Park Service, United States Department of the Interior, for assistance from the Federal Land and Water Conservation Fund (LWCF), the Agreement General Provisions in Section 660.3 Attachment B of the *L&WCF Grants-in-Aid Manual* as now existing or hereafter amended are made part of this Agreement, and the Sponsor shall also abide by these Agreement General Provisions. Further, the Sponsor agrees to provide the Office with reports or documents needed to meet the requirements of the Agreement or Section 660.3 Attachment B of the *L&WCF Grants-in-Aid Manual*.

¹ As used in this Section, Sponsor refers to Firearms Range Sponsors.

SECTION 32. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and/or state statutes, regulations, policies and procedures including applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders;
- B. Project Agreement including attachments;
- C. Additional Provisions or Modifications of General Provisions;
- D. General Provisions.

SECTION 33. AMENDMENTS

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

SECTION 34. LIMITATION OF AUTHORITY

Only the Office or Office's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the Office.

SECTION 35. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director, or the Director's designee, and attached to the original Agreement.

SECTION 36. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Board and the Office rely upon the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 37. TERMINATION AND OTHER REMEDIES

The Funding Board and the Office may require strict compliance by the Sponsor with the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and Funding Board policies which are incorporated into this Agreement, and with the representations of the Sponsor in its application for a grant as finally approved by the Funding Board.

The Funding Board or the Director, may suspend, or may terminate, the obligation to provide funding to the Sponsor under this Agreement:

- A. In the event of any breach by the Sponsor of any of the Sponsor's obligations under this Agreement;
or
- B. If the Sponsor fails to make progress satisfactory to the Funding Board or Director toward completion of the Project by the completion date set out in this Agreement.

In the event this Agreement is terminated by the Funding Board or Director, under this section or any other section after any portion of the grant amount has been paid to the Sponsor under this Agreement, the Funding Board or Director may require that any amount paid be repaid to the Office for redeposit into the account from which the funds were derived.

The Funding Board and the Office may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the Project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the Office. No remedy available to the Funding Board or the Office shall be deemed exclusive. The Funding Board or the Office may elect to exercise any, any combination, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 38. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, the Office may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the Office shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 39. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the Funding Board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the Director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed upon, the third person shall be chosen by the Funding Board's Chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 40. ATTORNEYS' FEES

If either party brings litigation to enforce any term or condition of this Agreement, or as a result of this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as in obtaining execution of judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

SECTION 41. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County Superior Court. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

In the cases where this agreement is between the Funding Board and a federally recognized Indian tribe, the following Governing Law/Venue applies:

- A. The State of Washington agrees that it shall initiate any lawsuit against a federally recognized Indian tribe arising out of or relating to the performance, breach or enforcement of this agreement in Federal Court. Interpretation shall be according to the law of the State of Washington. In the event that the Federal Court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court, but the parties agree that the matter shall not be pursued in superior court unless there is a Federal Court determination that it lacks subject matter jurisdiction.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from the action shall be binding and enforceable upon the parties. Any money judgment or award against the Tribe, tribal officers and members, or the State of Washington and its officers and employees may not exceed the amount provided for in Section F- Project Funding of the Agreement.
- C. The Tribe hereby waives its sovereign immunity as necessary to give effect to this section, and the State of Washington has waived its immunity to suit in state court. These waivers are only for the benefit of the Tribe and State and shall not be enforceable by any third party or by any assignee or delegate of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

SECTION 42. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

WWRP Project Agreement

Outdoor Recreation Account

Project Sponsor: City of Gig Harbor
 Project Title: Westside Neighborhood Park

Project Number: 06-1918D
 Approval Date: 6/7/2007

A. PARTIES OF THE AGREEMENT

This Project Grant Agreement (Agreement) is entered into between the Recreation and Conservation Funding Board (RCFB), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Gig Harbor, 3510 Grandview St, Gig Harbor, WA 98335 (Sponsor) and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington's General Fund. The grant is administered by the RCFB to the Sponsor for the project named above.

C. DESCRIPTION OF PROJECT

The subject Project is described on the attached Project Summary.

D. TERM OF AGREEMENT

The Project Sponsor's on-going obligation for the above project is perpetual unless otherwise identified in this Agreement.

E. PERIOD OF PERFORMANCE

The Project reimbursement period shall begin on September 1, 2007 and end on December 31, 2009. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

F. PROJECT FUNDING

The total grant award provided by the RCFB for this project shall not exceed \$300,000.00. The RCFB shall not pay any amount beyond that approved for funding of the project. The Sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the Sponsor toward work on this project at a minimum shall be as indicated below:

	Percentage	Dollar Amount
RCFB - WWRP - Local Parks	39.97%	\$300,000.00
Project Sponsor	60.03%	\$450,492.00
Total Project Cost	100.00%	\$750,492.00

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor's Application, Project Summary, Eligible Reimbursement Activities Report, Project Milestones, and the General Provisions, all of which are attached hereto and incorporated herein.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by RCO's Director.

The Sponsor has read, fully understands and agrees to be bound by all terms and conditions as set forth in these documents.

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCO POLICIES

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 79A.15 RCW, Chapter 286 WAC and published agency policies, which are incorporated herein by this reference as if fully set forth.

I. ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS

1. On July 1, 2007, the name of the Interagency Committee for Outdoor Recreation changed to the Recreation and Conservation Funding Board and the office name changed to the Recreation and Conservation Office. The General Provisions of the Project Agreement do not reflect this change. To allow immediate implementation of this project, the existing provisions are hereby incorporated into the agreement. All references to the Board refer to the Recreation and Conservation Funding Board. References to the Office refer the Recreation and Conservation Office.
2. Before reimbursement of any development related expenses, the sponsor must comply with Governor's Executive Order 05-05 regarding Archaeological and Cultural Resources for the scope of work approved in this Project Agreement. The Recreation and Conservation Office will issue a notice to proceed when appropriate documentation has been received.

In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity must stop; the area must be secured, and the Sponsor must notify the concerned tribe's cultural staff and cultural committee, the Recreation and Conservation Office, and Department of Archaeology and Historic Preservation.

J. FEDERAL FUND INFORMATION

(none)

K. PROJECT GRANT AGREEMENT REPRESENTATIVE

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

Project Contact

Name: Lita Dawn Stanton
Title:
Address: 3510 Grandview St
Gig Harbor, WA 98335

RCFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917
www.rco.wa.gov/rcfb/

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

L. ENTIRE AGREEMENT

This agreement, along with all attachments, constitutes the entire agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

M. EFFECTIVE DATE

This agreement, for project #06-1918D, shall be effective upon signing by all parties.

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

BY: James Fox
for Rachael Langen, Deputy Director

DATE: 10/11/07

PROJECT SPONSOR

BY: _____

DATE: _____

TITLE: _____

Pre-approved as to form:

BY: IS/

Assistant Attorney General



Washington Wildlife and Recreation Program Local Parks Category Post-Evaluation Project Summary

TITLE: Westside Neighborhood Park	NUMBER: 06-1918D (Development) STATUS: Board Funded									
SPONSOR: City of Gig Harbor	EVALUATION SCORE: 47.9444 BOARD RANKING:									
COSTS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WWRP - Local Parks</td> <td style="width: 20%; text-align: right;">\$300,000</td> <td style="width: 20%; text-align: right;">40%</td> </tr> <tr> <td>Local</td> <td style="text-align: right;">\$450,492</td> <td style="text-align: right;">60%</td> </tr> <tr> <td>Total</td> <td style="text-align: right; border-top: 1px solid black;">\$750,492</td> <td style="text-align: right; border-top: 1px solid black;">100%</td> </tr> </table>	WWRP - Local Parks	\$300,000	40%	Local	\$450,492	60%	Total	\$750,492	100%	SPONSOR MATCH: Appropriation \ Cash
WWRP - Local Parks	\$300,000	40%								
Local	\$450,492	60%								
Total	\$750,492	100%								

DESCRIPTION:

Gig Harbor will use this grant to develop 6.76 acres into a neighborhood park. Development will include installing a picnic shelter, benches, pathways with interpretive signs, a play structure, parking, a restroom, water fountain, and a youth soccer-baseball field. Work also will include creating grassy open spaces and trails through the forest. Currently, the only fields available within the city's service area are multi-purpose play yards that are not well-suited for competitive play. The area's three youth organizations (with more than 300 teams and 4,000 players) must pay fees now to play.

LOCATION INFORMATION:

The project is located within the City of Gig Harbor.

COUNTY: Pierce

SCOPE (ELEMENTS):

Architectural & Engineering	Park Furniture	Signing
Athletic Fields	Parking	Site Preparation
Cultural Resources	Playground	Trails
Fencing & Gates	Restrooms	Utilities
Landscaping	Sales Tax	
Lighting	Shelters	

ANTICIPATED ACREAGE:

<u>ACREAGE TYPE</u>	<u>Acres To Be Acquired</u>	<u>Acres To Be Dev/Restored</u>	<u>Acres To Be Renovated</u>
Uplands		6.42	
Wetlands		0.34	

FISCAL YEAR: 2008	DATE PRINTED: October 8, 2007
--------------------------	--------------------------------------



Eligible Reimbursement Activities Report

Project Sponsor: City of Gig Harbor
Project Title: Westside Neighborhood Park

Project Number: 06-1918 D
Approval: 6/7/2007

Development Items:

Worksite	Element	Item	Unit	Quantity	Description
#1, Westside Neighborhood Park	A & E development	Architectural & Engineering	Lump Sum	1.00	
#1, Westside Neighborhood Park	Backstops	Athletic Fields	Each	1.00	30' x 14'
#1, Westside Neighborhood Park	Baseball - youth	Athletic Fields	Each	1.00	300' x 300'
#1, Westside Neighborhood Park	Bases	Athletic Fields	Lump sum	1.00	Base Set with Anchors
#1, Westside Neighborhood Park	Soccer field - natural turf	Athletic Fields	Each	1.00	295' x 380'
#1, Westside Neighborhood Park	Soccer goals	Athletic Fields	Pair	1.00	8' x 24' Portable Soccer Goals
#1, Westside Neighborhood Park	Cultural resource survey	Cultural Resources	Optional	1.00	Cultural resources survey
#1, Westside Neighborhood Park	Fencing - chain link	Fencing & Gates	Linear Ft	1,150.00	6' / 9 gauge
#1, Westside Neighborhood Park	Gates	Fencing & Gates	Each	2.00	6'
#1, Westside Neighborhood Park	Grass - hydro seed	Landscaping	Acres	5.00	
#1, Westside Neighborhood Park	Ground cover	Landscaping	Sq Ft	3,000.00	Bark and native ground cover
#1, Westside Neighborhood Park	Habitat enhancement	Landscaping	Lump sum	1.00	Plant & enhance existing native vegetation - remove invasives
#1, Westside Neighborhood Park	Irrigation - automatic for turf	Landscaping	Acres	2.00	
#1, Westside Neighborhood Park	Top soil/mulch	Landscaping	Yds	50.00	
#1, Westside Neighborhood Park	Trees/shrubs	Landscaping	Lump sum	1.00	
#1, Westside Neighborhood Park	General security	Lighting	Lump sum	1.00	Bathroom / Shelter Area
#1, Westside Neighborhood Park	Pathway	Lighting	Lump sum	1.00	Bollard Lights
#1, Westside Neighborhood Park	Benches	Park Furniture	Each	10.00	6' Bench
#1, Westside Neighborhood Park	Bike racks	Park Furniture	Each	2.00	
#1, Westside Neighborhood Park	Bleachers	Park Furniture	Each	4.00	40 seat, 4-row, 15' Aluminum
#1, Westside Neighborhood Park	Drinking fountain	Park Furniture	Each	1.00	Accessible Aggregate Pedestal Drinking Fountain
#1, Westside Neighborhood Park	Flag pole	Park Furniture	Each	1.00	30' Aluminum
#1, Westside Neighborhood Park	Tables	Park Furniture	Each	6.00	4 are accessible - 6' Recycled Plastic Picnic Tables
#1, Westside Neighborhood Park	Trash receptacles	Park Furniture	Each	6.00	Concrete with Lid
#1, Westside Neighborhood Park	Curbs	Parking	Linear Ft	430.00	
#1, Westside Neighborhood Park	Parking - asphaltic concrete	Parking	Spaces	30.00	4 ADA will be located on street
#1, Westside Neighborhood Park	Children's playground	Playground	Each	1.00	Big Toy / Wood Carpet Play Chips
#1, Westside Neighborhood Park	Restroom with storage	Restrooms	Each	1.00	12' x 18' 2-stall Unisex
#1, Westside Neighborhood Park	Sales Tax	Sales Tax	Lump Sum	1.00	
#1, Westside Neighborhood Park	Picnic	Shelters	Each	1.00	20' x 28' Open Structure
#1, Westside Neighborhood Park	Miscellaneous signs	Signing	Lump sum	8.00	
#1, Westside Neighborhood Park	Rules and regulations	Signing	Lump sum	2.00	
#1, Westside Neighborhood Park	Trail signs	Signing	Each	6.00	
#1, Westside Neighborhood Park	Clearing	Site Preparation	Acres	6.00	
#1, Westside Neighborhood Park	Cut	Site Preparation	Cubic Yds	500.00	
#1, Westside Neighborhood Park	Erosion control	Site Preparation	Lump sum	1.00	Silt Fence
#1, Westside Neighborhood Park	Grading	Site Preparation	Acres	4.00	
#1, Westside Neighborhood Park	Mobilization	Site Preparation	Lump sum	1.00	
#1, Westside Neighborhood Park	Retaining wall	Site Preparation	Linear Ft	1,200.00	Block or Rock / 5+ ft
#1, Westside Neighborhood Park	Surveying	Site Preparation	Lump sum	1.00	
#1, Westside Neighborhood Park	Trails - concrete	Trails	Linear Ft	300.00	10 ft w x 4-inch d - combined concrete trail/service road



Eligible Reimbursement Activities Report

#1, Westside Neighborhood Park	Trails - gravel	Trails	Linear Ft	2,000.00	6-ft x 2-inch ADA accessible pathways
#1, Westside Neighborhood Park	Fire hydrant	Utilities	Each	1.00	
#1, Westside Neighborhood Park	Phone service	Utilities	Lump sum	1.00	
#1, Westside Neighborhood Park	Power	Utilities	Linear Ft	1.00	
#1, Westside Neighborhood Park	Sanitary sewer	Utilities	Linear Ft	1.00	
#1, Westside Neighborhood Park	Storm water retention	Utilities	Lump sum	1.00	Storm Water Detention Devices
#1, Westside Neighborhood Park	Surface drainage	Utilities	Lump sum	1.00	Storm Drain Conveyance System
#1, Westside Neighborhood Park	Water backflow device	Utilities	Each	1.00	
#1, Westside Neighborhood Park	Water meter	Utilities	Lump sum	1.00	2-inch meter



Milestone Report By Project

Project Number: 06-1918 D
Project Name: Westside Neighborhood Park
Sponsor: Gig Harbor City of
Project Manager: Myra Barker

X	I	Milestone	Target Date	Comments/Description
		Project Start	09/01/2007	
X	I	RFP Complete/Consultant Hired	09/01/2007	
	I	A&E Complete/Permits Submitted	10/31/2007	
		Plans/Specs Reviewed Mgmt Agy	11/30/2007	
	I	Special Conditions Met	03/01/2008	Documentation of EO 05-05 compliance required prior to reimbursement for any development related expenses.
		Bid Awarded	03/29/2008	
	I	Construction Started	04/30/2008	
		Annual Project Billing	07/31/2008	
		Proposed Completion Date	11/30/2008	
		Annual Project Billing	07/31/2009	
	I	Project Complete	12/31/2009	
		Final Docs/Billing to Mgmt Agy	03/31/2010	

X = Milestone Complete

I = Critical Milestone



Subject: Eddon Boat Brick House Roofing Project

Proposed Council Action: Authorize the award and execution of the contract for the Eddon Boat Brick House Roofing Project to Contractors Roof Service Inc. for their bid quotation in the amount of ten thousand eight hundred fifty-six dollars and twenty-six cents (\$10,856.26).

Dept. Origin: Community Development

Prepared by: David Brereton [Signature]
Director of Operations

For Agenda of: October 22, 2007

Exhibits: Construction Services Contract

Initial & Date

Concurred by Mayor: [Signature] 10/18
Approved by City Administrator: [Signature]
Approved as to form by City Atty: [Signature] 10/17/07
Approved by Finance Director:
Approved by Department Head: [Signature] 10/17/07

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values: \$10,856.26, \$50,000.00, \$0.

INFORMATION / BACKGROUND

The 2007 Parks Operating budget, Objective No. 19, provides \$50,000 for the repair of the roof, paint, chimney and deck of the brick house at Eddon Boat Park.

In accordance with the City's Small Works Roster Process (Resolution No. 592), six potential contractors were contacted for price quotations. Only one contractor responded with the following price quotation proposal:

- Contractors Roof Service Inc. \$ 10,856.26, including sales tax

FISCAL CONSIDERATION

This work is within the \$50,000 budget that was anticipated in the adopted 2007 Budget, identified under the Parks Operating Fund, Objective No. 19.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the Eddon Boat Brick House Roofing Project to Contractors Roof Service Inc. for their bid quotation in the amount of ten thousand eight hundred fifty-six dollars and twenty-six cents (\$10,856.26).

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND
CONTRACTOR'S ROOF SERVICE, INC.**

THIS AGREEMENT, is made this _____ day of _____, 200_____, by and between the City of Gig Harbor (hereinafter the "City"), and Contractor's Roof Service, Inc. a Washington corporation, located and doing business at 6406 43rd Ave. Ct. NW, Gig Harbor, WA 98335, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to Re-roof the Eddon Boat Brick House. 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 ten thousand eight hundred fifty-six dollars and twenty-six cents (\$10,856.26), including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before November 30, 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. Contractor's Roof Service, 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.

10/8/07

By: [Signature]
Its PRESIDENT

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Contractor's Roof Service, Inc. Attn: Jeff L. Rankin President 8406 43 rd Ave. Ct. NW Gig Harbor, WA 98335 (253) 858-3044 x222	City of Gig Harbor Attn: David Brereton Interim Community Development Director 3510 Grandview Street Gig Harbor, Washington 98335 (253) 851-6170
--	---

Approved/as to form:

By: [Signature]
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
)
COUNTY OF Pierce) ss.
)

I certify that I know or have satisfactory evidence that Jeff Rankin 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 CRS, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10-9-07



Mytra G. Humphrey
Notary Public in and for the
State of Washington,
Residing at Tacoma, WA
My appointment expires: 9-15-11

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: _____

EXHIBIT A

BASE BID/REMOVAL & REPLACEMENT (Approx. 2,300 s.f. roof area)

- Remove all existing roof covering materials from entire approx. 2,300 s.f. roof area, down to solid sheathed substrate. Demolition and disposal of existing gutters and downspouts included.
- Furnish and install (1) layer ASTM Grade #15 Asphalt saturated felt to all steep slope roof areas, (2) layers on all slopes less than 4/12 slope)
- Furnish and install starter/preliminary coursings to all rake and eave edges.
- Furnish and install CertainTeed XT-30 (30 Year) 3-tab asphalt/fiberglass shingles on all roof areas, mechanically attaching with class 1 corrosion resistant fasteners.
- Furnish and install roof related #26 Gauge G.I., factory pre-painted base flashings to all sidewall and endwall areas, including (2) masonry chimney's.
- Furnish and install new 2" neoprene rubber plumbing vent pipe flashings to (2) plumbing pipes and Replace (6) existing AF-50 roof vents with new AF-50 roof vents.
- Furnish and install new 5" K-Style .032 Continuous aluminum gutters to all eave edges, and (7) new 2"x3" rectangular Downspouts.
- Clean-up and haul away all resultant debris.

BASE BID AMOUNT\$ 9,785.00
Add 8.4% State Sales tax 821.94
BASE BID **\$10,606.94**

ADDITIVE ALTERNATE #1: LOW SLOPE ROOF SECTIONS APPLICATION UPGRADE:

- Furnish and install (1) layer CertainTeed R.S. Self Adhesive membrane To all roof areas slope less than 4/12

ADDITIVE AMOUNT ... (Includes Sales Tax)\$ 249.32

UNIT COST #1: Remove existing 3/4" x 6" "Shiplap Sheathing & replace with 3/4" CDX Exterior Grade roof sheathing

UNIT COST\$71.65
 per 32 s.f. sheet

Submitted:  Date: 10/2/07 - 1:01 PM

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND
CONTRACTOR'S ROOF SERVICE, INC.**

THIS AGREEMENT, is made this _____ day of _____, 200_____, by and between the City of Gig Harbor (hereinafter the "City"), and Contractor's Roof Service, Inc. a Washington corporation, located and doing business at 6406 43rd Ave. Ct. NW, Gig Harbor, WA 98335, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to Re-roof the Eddon Boat Brick House. 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 ten thousand eight hundred fifty-six dollars and twenty-six cents (\$10,856.26), including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

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

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

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

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before November 30, 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. Contractor's Roof Service, 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,

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.

10/13/2007
By: [Signature]
Its PRESIDENT

THE CITY OF GIG HARBOR

By: _____
Its Mayor

Notices should be sent to:

Contractor's Roof Service, Inc. Attn: Jeff L. Rankin President 6406 43 rd Ave. Ct. NW Gig Harbor, WA 98335 (253) 858-3044 x222	City of Gig Harbor Attn: David Brereton Interim Community Development Director 3510 Grandview Street Gig Harbor, Washington 98335 (253) 851-6170
--	---

Approved as to form:

By: [Signature]
City Attorney

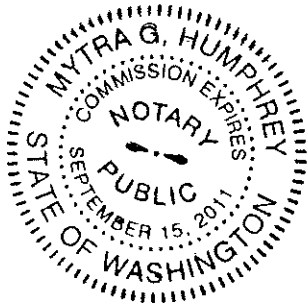
Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
)
COUNTY OF Pierce) ss.
)

I certify that I know or have satisfactory evidence that Jeff Rankin 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 CRS, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10-9-07



Mytra G. Humphrey
Notary Public in and for the
State of Washington,
Residing at Tacoma WA
My appointment expires: 9-15-11

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: _____

EXHIBIT A

BASE BID/REMOVAL & REPLACEMENT (Approx. 2,300 s.f. roof area)

- Remove all existing roof covering materials from entire approx. 2,300 s.f. roof area, down to solid sheered substrate. Demolition and disposal of existing gutters and downspouts included.
- Furnish and install (1) layer ASTM Grade #15 Asphalt saturated felt to all steep slope roof areas, (2) layers on all slopes less than 4/12 slope
- Furnish and install starter/proliferatory coursings to all rake and eave edges.
- Furnish and install Certainteed XT-30 (30 Year) 3-lab asphalt/fiberglass shingles to all roof areas, mechanically attaching with class 1 corrosion resistant fasteners.
- Furnish and install roof related #26 Gauge G.I., factory pre-painted base flashings to all sidewall and endwall areas, including (2) masonry chimneys.
- Furnish and install new 2" neoprene rubber plumbing vent pipe flashings to (2) plumbing pipes and Replace (6) existing AF-50 roof vents with new AF-50 roof vents.
- Furnish and install new 5" K-Style .032 Continuous aluminum gutters to all eave edges, and (7) new 2"x3" rectangular Downspouts.
- Clean-up and haul away all resultant debris.

BASE BID AMOUNT	\$ 9,785.00
Add 8.4% State Sales tax	<u>621.94</u>
BASE BID	\$10,606.94

ADDITIVE ALTERNATE #1: LOW SLOPE ROOF SECTIONS APPLICATION UPGRADE:

- Furnish and install (1) layer Certainteed R.S. Self Adhesive membrane to all roof areas slope less than 4/12

ADDITIVE AMOUNT ... (includes Sales Tax).....\$ 249.32

UNIT COST #1: Remove existing ¾" x 6" Shiplap Sheathing & replace with ¾" CDX Exterior Grade roof sheathing

UNIT COST.....\$71.65
per 32 s.f. sheet

Submitted:  Date: 10/2/07 - 11:01 AM



Business of the City Council
City of Gig Harbor, WA

Subject: Appraisal of Vacant Property

Proposed Council Action:
Authorize the attached Consultant Services Contract with Wick & Associates for the appraisal of vacant property in an amount not to exceed \$2300.00.

Dept. Origin: Community Development
Prepared by: David Brereton, Comm. Dev. Dir.
For Agenda of: October 22, 2007
Exhibits: Consultant Services Contract Initial & Date
Concurred by Mayor: [Signature] 10/18
Approved by City Administrator: [Signature] 10/18
Approved as to form by City Atty: [Signature] 10/18/07
Approved by Finance Director:
Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$2300, \$0, \$0.

INFORMATION / BACKGROUND

Council directed staff to proceed with the competitive bidding process for sale of the approximately 6,300 square feet of vacant city-owned property near the old WSP office in the vicinity of Olympic Village shopping center. The first step in this process is to obtain an appraisal of the property to determine the fair market value.

Three contacts were made from the small works roster; only one responded with a bid. In order to make sure it was a competitive bid, we also contacted Strickland and Associates who has done appraisal work for the city in the past.

FISCAL CONSIDERATION

The bids received are as follows:

- Wick & Associates: \$2,300.00
Strickland & Associates: \$4,500.00

This appraisal was not anticipated in the 2007 Budget, but there are sufficient funds to cover the cost of the appraisal.

BOARD OR COMMITTEE RECOMMENDATION

Council requested action.

RECOMMENDATION / MOTION

Move to: Authorize the attached Consultant Services Contract with Wick & Associates for the appraisal of vacant property in an amount not to exceed \$2300.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
WICK & ASSOCIATES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Wick & Associates, a corporation organized under the laws of the State of Washington, located and doing business at 6830 NE Bothell Way, Suite C411, Kenmore, WA 98028 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the determining the fair market value of a surplus property and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services, dated October 3, 2007 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Thousand Three Dollars dollars and no cents (\$2,300.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

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 November 20, 2007; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully

obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City 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
Wick & Associates
Daniel Wick
6830 NE Bothell Way, Suite C411
Kenmore, WA 98028
(206) 417-7880
danielwick@comcast.net

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

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

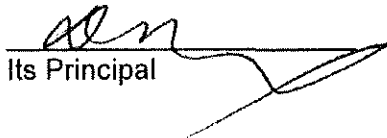
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

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.

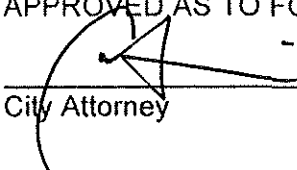
IN, WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of OCTOBER, 2007.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Wick & Associates
Daniel Wick
6830 NE Bothell Way, Suite C411
Kenmore, WA 98028
(206) 417-7880
danielwick@comcast.net

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A - Scope of Services



WICK & ASSOCIATES

6830 NE Bothell Way • Suite C411 • Kenmore WA 98028
Phone (206) 417-7880 • Fax (206) 417-7780

October 3, 2007

TO: Molly Towslee, City of Gig Harbor
FROM: Daniel Wick, Appraiser
On behalf of Dennis M. Wick, MAI, SRA, SRWA

RE: Appraisal of a vacant parcel of land described as
Parcel # 0221174081
Pierce County

Dear Ms. Towslee:

You have requested an appraisal of the above mentioned vacant land. We have completed many projects like this in the past. Our assumption, as you mentioned on the phone, is that the parcel is currently un-developable in its current "As Is" condition.

With the above assumption in mind; our typical approach and general scope of work would be for a "Street Vacation" appraisal using the across the fence method of valuation. The "larger parcel" that the street vacation would be attached to is the parcel to the northwest (parcel # 0221174080). This "larger parcel" would be valued as though vacant, and the price per square foot conclusion of the vacant land would then be applied to the area to be vacated. We note that depending on a variety of circumstances some discounting due to utility could occur.

The fee for this service will be \$2,300 and we can deliver our results within approximately 3 to 4 weeks of your notice to proceed.

Hope this meets your needs. If you have any more questions, please do not hesitate to call.

Cordially,

A handwritten signature in black ink, appearing to read 'Daniel K. Wick'.

Daniel K. Wick

Exhibit A

QUALIFICATIONS OF DENNIS M. WICK, MAI, SRA, SR/WA

EXPERIENCE:

Since 1989, experience in various types of real property for financing, acquisition, condemnation, estate valuation, partial interests and market valuations in the Pacific Northwest.

WORK HISTORY:

Prior experience with Palmer Groth & Pietka, Campos Appraisals, The Clendaniel Company and Lamb Hanson & Lamb. Commercial Real Estate Agent. Prior experience in mainframe computer hardware engineering on IBM systems.

TYPES OF PROPERTIES APPRAISED:

All types of commercial properties throughout the Pacific Northwest. Most of the appraisals have been located in Washington State. Property types include:

Retail and Mixed Use Properties	Commercial	Offices	Industrial	Vacant Land
Subdivisions	Apartments	Residences	Condominiums	Right of Way Projects

FORMAL EDUCATION:

Masters Degree in Business Admin.	Northwestern Univ.	June 1986
Bachelors Degree in Electrical Engineering.	Bell & Howell Schools	June 1972
Associates Degree in Electronics	DeVry Tech.	June 1967

APPRAISAL COURSES:

Narrative Report Writing Seminar	Appraisal Inst.	Sept 2004
Attacking & Defending Appraisals (Seminar)	Appraisal Inst.	Sept 2004
Office and Brokerage Management	Red Carpet Schools	April 2004
Uniform Standards	Appraisal Inst.	Oct 2003
Instructor for Appraisal of Partial Acquisitions	I.R.W.A.	May 2002
Attacking & Defending Appraisals (Seminar)	Appraisal Inst.	Nov 2001
Appraisal Standards (USPAP)	I.R.W.A.	Nov 2001
Bargaining Negotiations	I.R.W.A.	March 2001
Federal Land Acquisitions	I.R.W.A.	Sept. 2000
Engineering Principals	I.R.W.A.	July 2000
Real Estate Law	I.R.W.A.	July 2000
Appraisal Principals	I.R.W.A.	February 2000
Principals of R.E. Negotiation	I.R.W.A.	February 2000
Real Estate Business Management	Lexington Schools	January 2000
Basic Condemnation Appraising	Appraisal Inst.	March 1999
Advanced Condemnation Appraising	Appraisal Inst.	March 1999
Real Estate Law	Lexington Schools	November 1998
The Appraisal of Partial Acquisitions	I.R.W.A.	October 1998
Condemnation Appraisals & Trial	I.R.W.A.	Sept, 1998

ASSOCIATIONS:

Designated Member of the Appraisal Institute (Both MAI & SRA)
Designated Member, International Right of Way Association (SR/WA)
Appraisal Class Instructor, International Right of Way Association
Approved Appraiser with Washington State Dept. of Transportation
Approved Review Appraiser with Washington State Dept. of Transportation
Expert Review Appraiser for State of Washington, Dept. of Licensing
Past President Northwestern University Alumni Club of Seattle
Expert Witness Volunteer at the UW Law School



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

Subject: Agreement for Attorney Services – Drolshagen v. Gig Harbor

Proposed Council Action:

Authorize the Mayor to sign the Agreement

Dept. Origin: City Attorney

Prepared by: City Attorney

For Agenda of: 10-22-07

Exhibits: Exhibit A to Agreement prepared By Foster Pepper

Initial & Date

Concurred by Mayor:

CLH 10/17/07

Approved by City Administrator:

RYK

Approved as to form by City Atty:

Ann 10/17/07

Approved by Finance Director:

Expenditure	Amount	Appropriation
Required	\$40,000 to \$60,000	Budgeted see below
		see below

INFORMATION / BACKGROUND

Jeffrey Drolshagen filed a lawsuit (*Drolshagen v. City of Gig Harbor*, Pierce County Superior Court Cause No. 07-2-08478-4) against the City. The trial date is scheduled for 2008, and prior to that time, the parties will perform discovery. The discovery and trial preparation will be time-consuming.

The City Attorney's workload is currently very heavy, and if she were to represent the City in all aspects of this litigation, it would take significant time away from her day-to-day duties at City Hall. The City Attorney recommends that another attorney be hired to handle this litigation. Jeff Taraday of Foster Pepper has represented the City in other matters, and is recommended by the City Attorney to handle this case.

The City Attorney has reviewed the exhibit to the Agreement, which describes certain potential conflicts that Foster Pepper may have with the City of Gig Harbor. From the description provided, it does not appear that these conflicts will cause a problem in Jeff Taraday's representation of the City.

Based on the information that Mr. Taraday has to date, he estimates that the attorneys' fees associated with this case will be \$40,000 to \$60,000.

FISCAL CONSIDERATION

Sufficient funds are in the administration budget to cover these services.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to sign the Agreement with Foster Pepper and Jeffrey Taraday, and to waive the potential conflicts as described in the Exhibit to the Agreement.

AGREEMENT FOR ATTORNEY SERVICES

THIS AGREEMENT, effective October ____, 2007, by and between Foster Pepper PLLC (hereinafter the "Attorney") and the City of Gig Harbor, Washington (hereinafter the "City").

Section 1. Purpose. The purpose of this Agreement is to ensure that the City receives professional services from Attorney in an effective, timely and cost efficient manner while ensuring that the Attorney is appropriately and fairly compensated for services rendered.

Section 2. Scope of Service. Attorney agrees to provide legal services, as requested by the City Council in connection with the lawsuit, *Jeffrey L. Drolshagen v. City of Gig Harbor*, Pierce County Superior Court Cause No. 07-2-08478-4, which is a quiet title action.

Section 3. Compensation. The City hereby agrees to pay Attorney for legal services at the rate of Two Hundred Fifty Dollars (\$250.00) per hour for time worked during 2007. Rates will be increased for 2008, but the City shall receive the same 11% discount from Attorney's standard 2008 billing rates. Attorney agrees to use every appropriate method to contain his fees on these matters.

The attorney authorized to work on the matters described above is Jeffrey Taraday. The charges for legal services provided will be based on actual time or based on increments which are no greater than 6 minutes.

The Attorney may bill for travel time, but for no more than two (2) hours from portal to portal during one day. No separate charges shall be paid for such office expenses as the following ordinary costs of doing business: local and long distance telephone costs and charges, postage, meals, clerical staff work, supplies and word processing. The City agrees to reimburse the extraordinary expenses incurred by Attorney, at cost with no mark-up as follows: legal messenger services, photocopies prepared at the Attorney's office shall be reimbursed at the rate of \$.10 per page, photocopies prepared by outside reproduction service shall be reimbursed at cost; computerized legal research over and above the Attorneys' monthly fee shall be reimbursed at cost but only when approved in advance by the City Attorney.

Section 4. Independent Contractor Status. It is expressly understood and agreed that Attorney, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the City.

Section 5. Billings. Attorney shall submit to the Gig Harbor Finance Director monthly bills for the assigned matter describing the legal services provided during the

previous month. Attorney shall not bill for duplicate services performed by more than one person or for services to correct Attorney errors or oversights. Attorney shall bill for only one participant in a conference or consultation between members of Attorney's firm.

Attorney's monthly bills shall include, at a minimum, the following information for each specific matter to which such services or costs pertain: the name of the matter; a brief description of the legal services performed; the date the services were performed; and the amount of time spent on each date services were performed and by whom. In addition to providing copies of all documents as specified below, Attorney shall provide any information that will assist the City in performing a thorough review and/or audit of the billings, as may be requested by the City. The City shall make every effort to timely pay Attorney's invoices.

Any invoices reflecting separate charges for computerized legal research must include copies of the invoice for such computerized legal research associated with the services provided to the City. If any messenger, delivery, or special postage services such as overnight delivery are required, the Attorney will arrange to have such services provided.

Section 6. Advice and Status Reporting. Attorney shall provide the City Attorney and/or City Council with timely advice of all significant developments arising during performance of his services hereunder, orally or in writing, as the City considers appropriate.

Attorney shall provide copies of all e-mails, pleadings, motions, discovery, correspondence, and other documents prepared by the Attorney, including research memoranda, or received by the Attorney unless they have been otherwise provided to the City.

Section 7. Communications. Attorney will communicate primarily with Carol Morris, City Attorney.

Section 8. Non-Assignment. The parties recognize hereto that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of the Attorney. Neither this Agreement nor any interest therein may be assigned by Attorney without the prior written approval of the City.

Section 9. Insurance. The Attorney shall maintain professional malpractice insurance during the life of this Agreement, as required below. Each insurance policy shall be written on an "occurrence" form. The Attorney shall maintain limits no less than: Professional Liability Insurance, Errors and Omissions: \$1,000,000 single occurrence, \$1,000,000 aggregate limit.

Any deductibles or self-insured retentions must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Attorney's liability to the City and shall be the sole responsibility of the

Attorney. To the extent of the Attorney's negligence, the Attorney's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees or agents shall not contribute with the Attorney's insurance or benefit the Attorney in any way. The Attorney's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

Section 10. Licenses. Attorney warrants that he is a member in good standing with the Washington State Bar, and that any license or licenses that are required in order to perform the legal services under this Agreement have been obtained and are valid.

Section 11. Termination. This Agreement may be terminated by either party upon written notice with or without cause. In the event of termination, the Attorney shall be entitled to compensation as provided for in this Agreement, for services performed satisfactorily to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Attorney's delivery to the City of any and all documents, photographs, computer software, video and audio tapes, and other materials provided to Attorney or prepared by or for Attorney or the City in connection with this Agreement.

Section 12. Notices. Notices required under this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

Attorney: Jeffrey Taraday
Foster Pepper PLLC
1111 Third Avenue, #3400
Seattle, WA 98101

To the City: Carol Morris
Law Office of Carol A. Morris, P.C.
P.O. Box 948
Seabeck, WA 98380

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

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Section 13. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused

to be prepared by Attorney pursuant to this Agreement shall be the property of the City at the moment of their completed preparation.

Section 14. Conflict of Interest. Attorney has disclosed certain actual or potential conflicts of interest to the City and the City has agreed to waive those conflicts. City acknowledges that Attorney must obtain conflict waivers from Costco, Safeway, and Harbor Cove Group before Attorney will be able to begin work on this matter. These conflicts of interest are discussed in more detail in the countersigned conflict waiver letter that is attached to this contract as **Exhibit A**, and incorporated herein by this reference.

Section 15. Time is of the Essence. Attorney agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

Section 16. Confidentiality. Attorney agrees to maintain in confidence and not disclose to any person, association, or business, without prior written consent of the City, any secret, confidential information, knowledge or data relating to the products, process or operation of the City and/or any of its departments and divisions. Attorney further agrees to maintain in confidence and not disclose to any person, association, or business any data, information or material developed or obtained by Attorney during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

Section 17. Amendments. This Agreement is not subject to modification or amendment, except by a written authorization executed by both the Attorney and the duly authorized representative of the City, which written authorization shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

Section 18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

Section 19. Severability. Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Section 20. Controlling Law. The laws of the State of Washington shall govern this Agreement and all matters relating to it.

Section 21. Whole Agreement. This Agreement including the attached conflict waiver / engagement letter and standard terms attached thereto (See **Exhibit A** attached hereto) constitutes the entire understanding and agreement of the parties. The Agreement

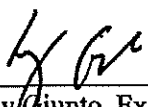
and letter collectively integrate all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. If a conflict exists between the City's standard contract and the Attorney's engagement letter and attached terms, the ~~Attorney's terms~~ shall control.

City's contract

Section 22. Disputes. In the event that the parties are unable to resolve any dispute regarding the performance of the legal services or this Agreement, any litigation brought to enforce the terms of this Agreement shall be filed in King County Superior Court. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, Attorney and the City, by the signatures below, have executed this Agreement on the dates indicated below.

FOSTER PEPPER PLLC

By: 
Nancy Giunta, Executive Director
Dated: 10/11/07

THE CITY OF GIG HARBOR

By _____
Mayor Charles L. Hunter
Dated: _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

EXHIBIT A



FOSTER PEPPER PLLC

Direct Phone (206) 447-2690
Direct Facsimile (206) 749-2193
E-Mail taraj@foster.com

October 3, 2007

Mr. Rob Karlinsey
City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Re: Engagement for Legal Services for Quiet Title Action and
Request for Conflict Waiver

Dear Mr. Karlinsey:

Foster Pepper PLLC appreciates the opportunity to represent the City of Gig Harbor in the quiet title litigation brought by Jeffrey Drolshagen. Enclosed is a statement of our standard policies concerning representation. We ask that you read the statement carefully. Together with this engagement letter, these "Terms for Engagement of Services" constitute the terms under which you are engaging us. My hourly normal billing rate for 2007 is \$280, but I have agreed to discount my hourly rate to \$250 for this matter. I will extend the same percentage discount to my 2008 hourly rate once that rate is set. If you agree with the terms of our representation and the conflict waiver discussed below, please have an appropriate official sign where indicated below and return the letter to me.

As I discussed with City Attorney, Carol Morris, other lawyers in our firm represent Costco (represented by Patrick Mullaney), Safeway (also represented by Patrick Mullaney) and Harbor Cove Group (represented by Gil Reavis) in connection with matters where the City of Gig Harbor is adverse or potentially adverse. The Costco matter involves construction of offsite mitigation required as a condition of final approval where Gig Harbor is the permitting authority. The Safeway matter involves a potential redevelopment of property owned by Safeway where Gig Harbor would be the permitting authority. And the Harbor Cove matter involves the clean up of the Eddon Boat yard where Harbor Cove Group could potentially be seeking remediation assistance from Gig Harbor. While we do not foresee a current conflict, the possibility exists that one or more of these matters could potentially lead to representations adverse to the City of Gig Harbor.

Our representation of the City in this quiet title matter along with the above-referenced representation by other lawyers in our land use / environmental group likely requires a waiver since Costco, Safeway, and Harbor Cove would be treated as "adverse" to the City of Gig Harbor in its capacity as a zoning and land use permitting agency and/or in its capacity as a former owner of the Eddon Boat yard. Mr. Mullaney's representation of Costco and Safeway does not relate in any way to our work in the quiet title action for the City of Gig Harbor. The same can

Mr. Rob Karlinsey
October 3, 2007
Page 2

be said for Mr. Reavis' representation of Harbor Cove on the Eddon Boat property. Those lawyers would not be assisting me in the quiet title matter. And I would not be assisting them in their matters adverse or potentially adverse to the City.

As you may know, under the Rules of Professional Conduct, when a law firm asks a client to waive a potential conflict of interest, that firm must disclose what potential issues or problems might arise by virtue of such a conflict. Typically, the main concerns are that confidential information will be shared between lawyers, or that the lawyers in a law firm will not be as zealous as they might otherwise be because of the conflict of interest. In this instance, I have no information, nor would I be likely to obtain any information, that would be useful to Costco, Safeway, or Harbor Cove. Consequently I would not be in a position to provide any "confidential" information to the lawyers for these adverse parties. On the second matter, I can assure you that all of us who work for the City of Gig Harbor will be as focused and as dedicated to the City and its needs as we would be with any other client, and that the work of Messrs. Mullaney and Reavis will not in any way diminish our zealousness.

If the City is willing to waive this conflict of interest, I would appreciate it if an appropriate representative of the City would sign the enclosed copy of this letter and return it to me at his or her convenience. Please note that we will also need to obtain conflict waivers from Costco, Safeway, and Harbor Cove Group before we can begin work on the quiet title matter.

Feel free to discuss the conflict of interest issues with your City Attorney. If you have any questions, please do not hesitate to call.

Sincerely,



Jeffrey B. Taraday

Enclosure
cc: Carol Morris

ACCEPTED & AGREED:

CITY OF GIG HARBOR

Name:
Title:

Date



Terms for Engagement of Services

Thank you for choosing Foster Pepper PLLC. Our Engagement Letter and these “Terms” constitute our agreement with you for performing the engagement described in that letter. We pride ourselves on responsive and vigorous representation and strive to develop excellent working relationships with our clients. Therefore, we wish to share with you the terms of our engagement as your lawyers and tell you about our firm. Our web page (www.foster.com) contains additional information about the firm and its capabilities. If you have questions or concerns, please contact us immediately.

Scope of Work

Our policy—and the foundation of a sound client-attorney relationship—is to insure that we understand your legal needs and that you understand the nature of the services we will provide. Communication between us is critical. We regularly will keep you informed of our activities on your behalf and will act in your interest at all times to the best of our abilities, subject to our knowledge of the facts and the state of the law during the representation.

Generally, one lawyer will be responsible for and will oversee your representation. Other lawyers and legal assistants may work on your behalf—especially when special skill or expertise is required or when delegation is more expeditious and cost-effective, or for other appropriate reasons. Your responsible lawyer will be your point of contact for all aspects of your representation. If at any time you are unhappy with any person working on your behalf, please tell your responsible lawyer or the Chair of the firm’s Executive Committee. The situation will be addressed immediately.

We need your help to represent you to the best of our abilities. We rely on you to be candid with and responsive to us, as we will be with you. Please inform us immediately of any change of circumstance affecting the representation or our ability to contact you. We both must respond promptly and completely to inquiries and requests to enable us to represent you effectively. While we cannot assure a successful result in any engagement, we pledge to use our best efforts on your behalf.

You may terminate our representation of you at any time and for any reason with notice. In addition, we may choose to withdraw from the representation, but only in accordance with the applicable Rules of Professional Conduct in effect in the jurisdiction where our relationship exists. If we choose to withdraw as your lawyers, we will notify you in writing. At termination or withdrawal, you will remain obligated to pay us promptly for all charges for legal services rendered as well as charges resulting from the termination or withdrawal, including working with any successor counsel. We will cooperate with successor counsel to assure a smooth transfer of the representation. In the event of termination or withdrawal, we reserve the right to make withdrawals against any advance fee payment or retainer we may hold.

Conflicts of Interest

Because our representation of you is limited in scope and because we have a large number of clients, we wish to clarify the extent to which our representation of you may affect our ability to represent other clients in other matters, including matters in which you may be involved. We employ internal procedures to insure that our representation of other clients will not cause a conflict of interest with you. Your identity as our client is the person or entity named as the client in our Engagement Letter and does not include any of your affiliates unless so specified. Accordingly, for conflict purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent, and we respectfully decline to be bound by any contrary policy. If we discover any actual or potential conflict of interest affecting our representation of you, we will notify you promptly.

Depending upon our relationship, at the conclusion of the engagement described in the Engagement Letter, you will no longer be considered a current client of the firm. As a former client, you may expect that we will not represent another person in the same or a substantially related matter if that client’s interests are materially adverse to your interests unless you have consented in writing to the representation after consultation and full disclosure of material facts. You may also expect that we will preserve appropriately the confidentiality of your information and secrets. Without your prior written consent, we will not represent any client adverse to you in a different matter if we have obtained confidences or secrets from you that are material to that matter.

Records Retention

We maintain policies regarding retention and destruction of records. Records include our files and related electronic documentation, including e-mails. Records (including materials provided by you to us and all electronic documentation) relating to this engagement will be destroyed according to the policies unless you request that they be returned to you. Our own files pertaining to the matter will be retained in accordance with the policies. Our own files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We normally retain our client files for ten years after a matter is closed. If you wish records to be returned to you when your matter is closed, you must inform the responsible attorney in writing of your request. We will endeavor to remind you of this policy on completion of the engagement, but we reserve the right to destroy records in accordance with our policy without further notice to you.

Fees for Services

We generally charge on an hourly basis for time expended on your behalf. This includes, for example, telephone conversations, face-to-face conferences, strategy development and planning, document preparation and review, research, drafting, negotiating, court appearances and travel. Through hourly billing, you pay only for work performed on your behalf. We maintain daily time records that include a brief description of the work done so that you will understand why you are being billed. We record our time in units of tenths of an hour.

Upon request, we will work with you to produce a written estimate of the anticipated legal fees and costs for a particular engagement. Any such estimate will be based on our prior experience with similar engagements as well as information you provide us about your particular needs. Unless we reach a clear, written understanding that the fee will be a fixed amount, any estimate we make may be revised based upon the facts and circumstances we encounter during your representation.

Our rates (which are subject to change prospectively with notice) should always be discussed in advance with your responsible attorney. Generally, rates are revised annually and adjustments will be reflected in our invoices in the month following any adjustment. On occasion, and after discussion with you, we may perform services on a non-hourly basis. Our agreement with you to do so will be in writing. We strive to keep fees and charges at a level appropriate to the task.

Expenses

In addition to fees for legal services, you will be charged for expenses advanced on your behalf and ancillary costs incurred by us during the course of your representation. Such charges may be revised from time to time without notice and will be reflected in our invoice in the month following any revision. These charges include such things as long distance telephone charges for voice and facsimile transmission, photocopying, document binding, external messenger service, electronic records searches and special mailing or courier services. We may add an administrative charge to some or all of these costs. Please note that should your work require secretarial overtime (not caused by a secretary working for another client during the regular work day), you will be charged for such service.

You may be asked to pay certain non-routine expenses directly to the service provider. These may include travel expenses, filing fees, and fees and expenses of independent professionals such as appraisers, accountants, investigators and court reporters. Often, these expenses must be paid in advance. Normally, we will send the charge directly to you for payment or obtain in advance funds from you to pay such costs. While we are under no obligation to do so, we may advance payment of such expenses and subsequently bill you for the charges.

Billing Policy

Usually, you will be billed monthly. For your convenience, the billing statement will describe briefly the matter and legal services performed and will set forth the fees and expenses relating to the legal services provided. The bill typically will contain charges incurred during the prior month. Charges for some expense items such as long distance telephone, copy and delivery charges may not be processed and billed until some time after the expense has been incurred. Any past due amounts will bear interest at twelve percent per year. We strive to provide clear and prompt billing statements. If you have any questions regarding your invoice, please promptly call your responsible attorney or our accounting department.

Advance Fee and Trust Deposits

If required by your Engagement Letter, you must pay in advance an amount equal to our estimate of the fees and costs for some or all of the work contemplated by the scope of the engagement. Any amount remaining at the conclusion of the engagement will be returned to you. If, after commencing work, it appears the advance payment will be insufficient to cover legal fees and costs, you may be asked to advance additional amounts.

If required by your Engagement Letter, you must pay a retainer to secure our availability for a given period of time, which is considered earned by us when paid.

Amounts you pay to us in trust, including advance payments for fees and costs, will be deposited in a trust account that we maintain for the benefit of our clients as required by the Rules of Professional Conduct. Under these rules, if your deposit is not expected to earn a "positive net return" given its size, the expected duration of the deposit and prevailing interest rates (less reasonable bank and administrative charges), we will place the deposit into a pooled account. The interest earned on this account must be paid to a charitable foundation established by court rule. If your deposit likely will earn a "positive net return", you may request that it be placed into a segregated account and interest earned on that account will be added to your deposit and will be reported by our bank to the Internal Revenue Service as taxable income to you. If you wish us to place such funds into a segregated account for your benefit, you must provide us with your Federal Tax Identification Number.

Attorney-Client Privilege

Our attorneys and staff recognize our duty to maintain confidentiality. The attorney-client privilege protects communications between us, whether oral or written, as long as neither of us discloses those communications to anyone else. Privileged communications cannot be used in court without your consent. Therefore, to preserve the privilege and confidentiality of our communications, you should not show our written communications or discuss any oral communications between us with anyone. Furthermore, certain communications and documents prepared in anticipation of litigation are also privileged even if no attorney is involved. Because disputes can arise as to whether certain communications are privileged, if you have any questions regarding what you can do, be sure to seek advice from the lawyer with whom you are working.

We are not acting as your counsel with respect to the provisions of this statement of Terms for Engagement of Services and to do so would be a conflict of interest. If you wish to seek advice from independent counsel of your choice about whether you should agree to these terms, please do so. In addition, if you have any questions or would like additional information, we are happy to discuss this statement with you further. These terms of engagement will govern our relationship, however, unless we reach a different agreement in writing.

We understand that you have selected us not only for our expertise, but also for our reputation as responsive and creative counsel. Be assured that we will strive to live up to your expectations. If you have any questions, please do not hesitate to call.

Seattle: Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101-3299
Phone: (206) 447-4400 or (800) 995-5902
Facsimile: (206) 447-9700 or 9283

Portland: Foster Pepper LLP
601 S. W. Second Avenue, Suite 1800
Portland, Oregon 97204-3171
Phone: (503) 221-0607 or (800) 243-0427
Facsimile: (503) 221-1510

Spokane: Foster Pepper PLLC
US Bank Bldg.
422 West Riverside Avenue, Suite 1310
Spokane, Washington 99201-0302
Phone: (509) 777-1600
Facsimile: (509) 777-1616

Revised: 02/12/07

cyk



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 10/03/07

UBI: 602-765-904-001-0001

License: 402331 - 1U County: 27
Tradename: HARBORVIEW GROCERY
Address: 8812 N HARBORVIEW DR
GIG HARBOR WA 98332-2167

APPLICANTS:
YANG, JUNG W 1960-03-10
YANG, JUNG AZ
(Spouse) 1964-08-01

Phone No.: 501-944-2277 JUNG WAN YANG

Privileges Applied For:
GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:10/03/07

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20080131

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	KAE & SOOK CORPORATION	MARITIME MART 7102 STINSON GIG HARBOR WA 98325 0000	078669	GROCERY STORE - BEER/WINE
2	LAI FOOK, RICHARD ANTHONY LAI FOOK, TERRY-ANN CARLENE	MARKETPLACE GRILLE 8825 N HARBORVIEW DR STE C & D GIG HARBOR WA 98332 2149	084215	BEER/WINE REST - BEER/WINE
3	HARBORVIEW GROCERY INC	FINHOLM'S MARKET AND GROCERY 8812 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351392	GROCERY STORE - BEER/WINE
4	GRANITE SERVICE, INC.	GIG HARBOR SHELL FOOD MART 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	GROCERY STORE - BEER/WINE



Washington State Liquor Control Board

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

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

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

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

Sincerely,

Karen McCall, Acting Director
Licensing and Regulation

Attachment

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





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

Subject: Third Reading of Ordinance –
Transfer of Right-of-Way from
Pierce County to the City of Gig Harbor

Proposed Council Action: Approve the
Ordinance and the three attached agreements
as presented at this third reading.

Dept. Origin: Engineering Development

Prepared by: Stephen Misiurak, PE
City Engineer *[Signature]*

For Agenda of: October 22, 2007

Exhibits: 1) Gig Harbor Ordinance, 2) Pierce
County Resolution R2007-76, 3) Three (3)
copies of the Pierce County Agreement To
Adjust Municipal Boundaries

Initial & Date

Concurred by Mayor: CLH 10/18/07

Approved by City Administrator: RJK

Approved as to form by City Atty: CKM 10/17/07

Approved by Finance Director: _____

Approved by Department Head: Dene 10/16/07

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

INFORMATION / BACKGROUND

The roundabout construction projects for the intersections of Peacock Hill Avenue/Borgen Boulevard and Point Fosdick Drive/36th Avenue required transfer of right-of-way from Pierce County to the City. These boundary adjustments have been agreed upon by both agencies. This Ordinance approves these boundary changes and is necessary for the final approval of the 'Agreement by and Between the City of Gig Harbor and Pierce County to Adjust Municipal Boundaries.' Pierce County recently passed their necessary Resolution to adopt this agreement on August 7, 2007.

The City Attorney has reviewed and approved the Ordinance and the three (3) agreements.

FISCAL CONSIDERATION

An outstanding \$33,000 payment is due to the City from Pierce County in connection with adoption of this Ordinance.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approve the Ordinance and the three attached agreements as presented at this third reading

1 Sponsored by: Councilmember Terry Lee
2 Requested by: County Executive/Public Works and Utilities Department

File No. 66

AUG 14 2007

RESOLUTION NO. R2007-76

A Resolution of the Pierce County Council Authorizing the Pierce County Executive to Enter into an Agreement with the City of Gig Harbor to Revise the Corporate Boundary of the City of Gig Harbor along Certain Roadway Rights-of-Way, Pursuant to Revised Code of Washington 35.21.790.

Whereas, Revised Code of Washington (RCW) 35.21.790 provides that the governing bodies of the County and any City located therein may agree to revise any part of the corporate boundary of the City which coincides with the centerline of a roadway by substituting therefore a right-of-way line of the same roadway to fully include that roadway segment in the corporate limits of the City; and

Whereas, Pierce County and the City of Gig Harbor wish to revise the Gig Harbor corporate boundaries along: (1) Point Fosdick Drive NW and 36th Street NW, and (2) Peacock Hill Road NW, 112th Street NW and Borgen Boulevard NW to fully include the roadway rights-of-way at these two intersections within the City of Gig Harbor; **Now Therefore**,

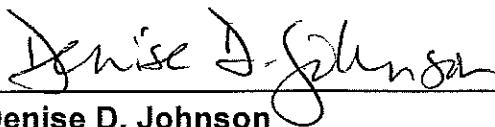
BE IT RESOLVED by the Council of Pierce County:

Section 1. The Pierce County Executive is authorized to enter into an agreement with the City of Gig Harbor that is the same or substantially the same as set forth in Exhibit A, attached hereto and incorporated here by reference, to revise the Gig Harbor boundaries along the above identified roadways to fully include the roadway rights-of-way within the corporate limits of Gig Harbor.

ADOPTED this 17th day of August, 2007.

ATTEST:

PIERCE COUNTY COUNCIL
Pierce County, Washington



Denise D. Johnson
Clerk of the Council

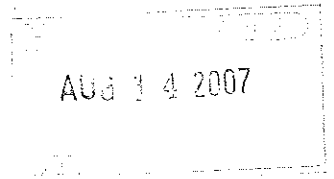


Terry Lee
Council Chair



1 Sponsored by: Councilmember Terry Lee
2 Requested by: County Executive/Public Works and Utilities Department

File No. 66



3
4
5
6 **RESOLUTION NO. R2007-76**
7
8

9 **A Resolution of the Pierce County Council Authorizing the Pierce County**
10 **Executive to Enter into an Agreement with the City of Gig**
11 **Harbor to Revise the Corporate Boundary of the City of Gig**
12 **Harbor along Certain Roadway Rights-of-Way, Pursuant to**
13 **Revised Code of Washington 35.21.790.**
14

15 **Whereas**, Revised Code of Washington (RCW) 35.21.790 provides that the
16 governing bodies of the County and any City located therein may agree to revise any
17 part of the corporate boundary of the City which coincides with the centerline of a
18 roadway by substituting therefore a right-of-way line of the same roadway to fully
19 include that roadway segment in the corporate limits of the City; and
20

21 **Whereas**, Pierce County and the City of Gig Harbor wish to revise the Gig
22 Harbor corporate boundaries along: (1) Point Fosdick Drive NW and 36th Street NW,
23 and (2) Peacock Hill Road NW, 112th Street NW and Borgen Boulevard NW to fully
24 include the roadway rights-of-way at these two intersections within the City of Gig
25 Harbor; **Now Therefore**,

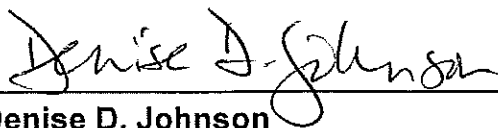
26
27 **BE IT RESOLVED by the Council of Pierce County:**
28

29 Section 1. The Pierce County Executive is authorized to enter into an agreement
30 with the City of Gig Harbor that is the same or substantially the same as set forth in
31 Exhibit A, attached hereto and incorporated here by reference, to revise the Gig Harbor
32 boundaries along the above identified roadways to fully include the roadway rights-of-
33 way within the corporate limits of Gig Harbor.
34

35 **ADOPTED** this 17th day of August, 2007.
36

37 **ATTEST:**

PIERCE COUNTY COUNCIL
Pierce County, Washington

38
39
40 
41



42 **Denise D. Johnson**
43 Clerk of the Council

Terry Lee
Council Chair



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S CORPORATE LIMITS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PIERCE COUNTY FOR THE APPROVAL OF THE TRANSFER OF RIGHT-OF-WAY FROM PIERCE COUNTY FOR THE INTERSECTIONS OF PEACOCK HILL AVE AND BORGEN BLVD AND THE INTERSECTIONS OF PT FOSDICK DR AND 36TH AVE, TO THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, revisions of corporate boundaries are authorized by RCW 35A.21.210 and become effective when approved by an ordinance of the City, and by ordinance or resolution of the legislative authority of Pierce County; and

WHEREAS, Pierce County has agreed to share in the local match portion of the state-funded projects to improve the following streets to City standards:

The intersections of Peacock Hill Ave and Borgen Blvd.
The intersections of Pt Fosdick Dr and 36th Ave

WHEREAS, Pierce County will transfer its portion of the right-of-way to the City so that the entire right-of-way for all two intersections will be within the City limits; and

WHEREAS, this transfer is consistent with the policy of the boundary review board that City limits not bisect rights-of-way, and will simplify the budget of the Public Works Department; Now, Therefore,

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

Section 1. That the revision of the corporate boundaries to fully include right-of-way in the City corporate limits for the following streets is hereby approved:

The intersections of Peacock Hill Ave and Borgen Blvd.
The intersections of Pt Fosdick Dr and 36th Ave

Section 2. The Council hereby authorizes the Mayor to sign the Agreement attached hereto, regarding the improvement and transfer of Right-Of-Way for the streets above named, for the purpose set forth above.

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

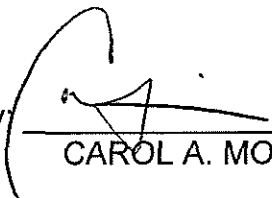
CITY OF GIG HARBOR

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: _____

**AGREEMENT
BY AND BETWEEN THE CITY OF GIG HARBOR
AND PIERCE COUNTY
TO ADJUST MUNICIPAL BOUNDARIES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and Pierce County, a political subdivision of the State of Washington, hereinafter the "County," for the adjustment of the joint municipal boundaries to move the boundaries from certain roadway centerlines to the edges of the rights-of-way.

WITNESSETH: That,

WHEREAS, RCW 35A.21.210 provides in part that the governing bodies of a County and a code City located therein may by agreement revise any part of the corporate boundary of the City which coincides with the centerline of a road by substituting therefore a right-of-way line of the same road so as fully to include that road segment in the corporate limits of the City; and

WHEREAS, the west leg of 36th Street NW and the south leg of Point Fosdick Drive NW intersection are located in the County, and the east leg of 36th Street NW and the north leg of Point Fosdick Drive NW intersection are within the corporate boundary of the City; and;

WHEREAS, the north leg of Peacock Hill Road NW and the east leg of 112th Street NW intersection are located in the County, and the south leg of Peacock Hill Road NW and the west leg of Borgen Boulevard NW are within the corporate boundary of the City; and

WHEREAS, the City and County wish to revise the City's boundary in the locations described above so as to fully include the entire road rights-of-way within the corporate limits of the City; and

WHEREAS, the City Council has, by Ordinance No. _____ dated _____, 2007, authorized the Mayor to enter into an agreement with the County to adjust the City's corporate boundaries pursuant to RCW 35A.21.210; and

WHEREAS, the County Council has, by Resolution No. R2007-76 dated August 7, 2007, authorized the Pierce County Executive to enter into an agreement with the City to adjust the City's corporate boundaries pursuant to RCW 35A.21.210; Now, Therefore,

The County and the City do hereby agree that the City corporate boundaries in these areas should be and by this agreement are revised so as to fully include the rights-of- described in Exhibits A and B (attached).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

CITY OF GIG HARBOR

PIERCE COUNTY

By _____
Charles L. Hunter, Mayor

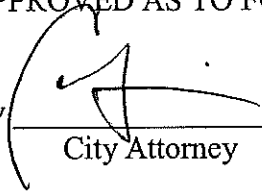
By _____
Pierce County Executive

ATTEST:

By _____
City Clerk

By _____
Public Works and Utilities Director

APPROVED AS TO FORM:

By  _____
City Attorney

By _____
Deputy Prosecuting Attorney

The City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

DESCRIPTION OF GIG HARBOR ANNEXATION – POINT FOSDICK

PARCEL A

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY WASHINGTON DESCRIBED AS FOLLOWS:

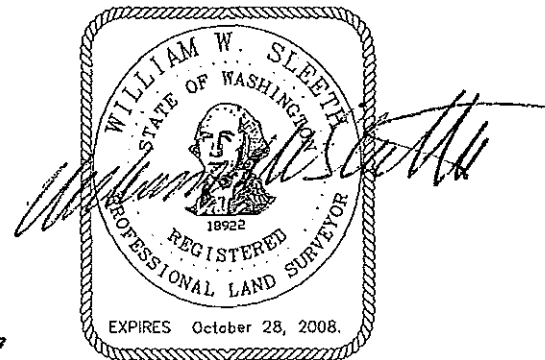
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 01°39'53" EAST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUATER 1338.34 FEET; THENCE SOUTH 88°20'36" EAST 66.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°39'24" EAST 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 36TH STREET NW; THENCE SOUTH 88°20'36" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE 223.02 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 105°17'55" AN ARC LENGTH OF 37.76 FEET; THENCE SOUTH 13°38'31" EAST 88.41 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 36TH STREET NW; THENCE NORTH 88°20'36" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 265.64 FEET; THENCE NORTH 01°39'24" EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

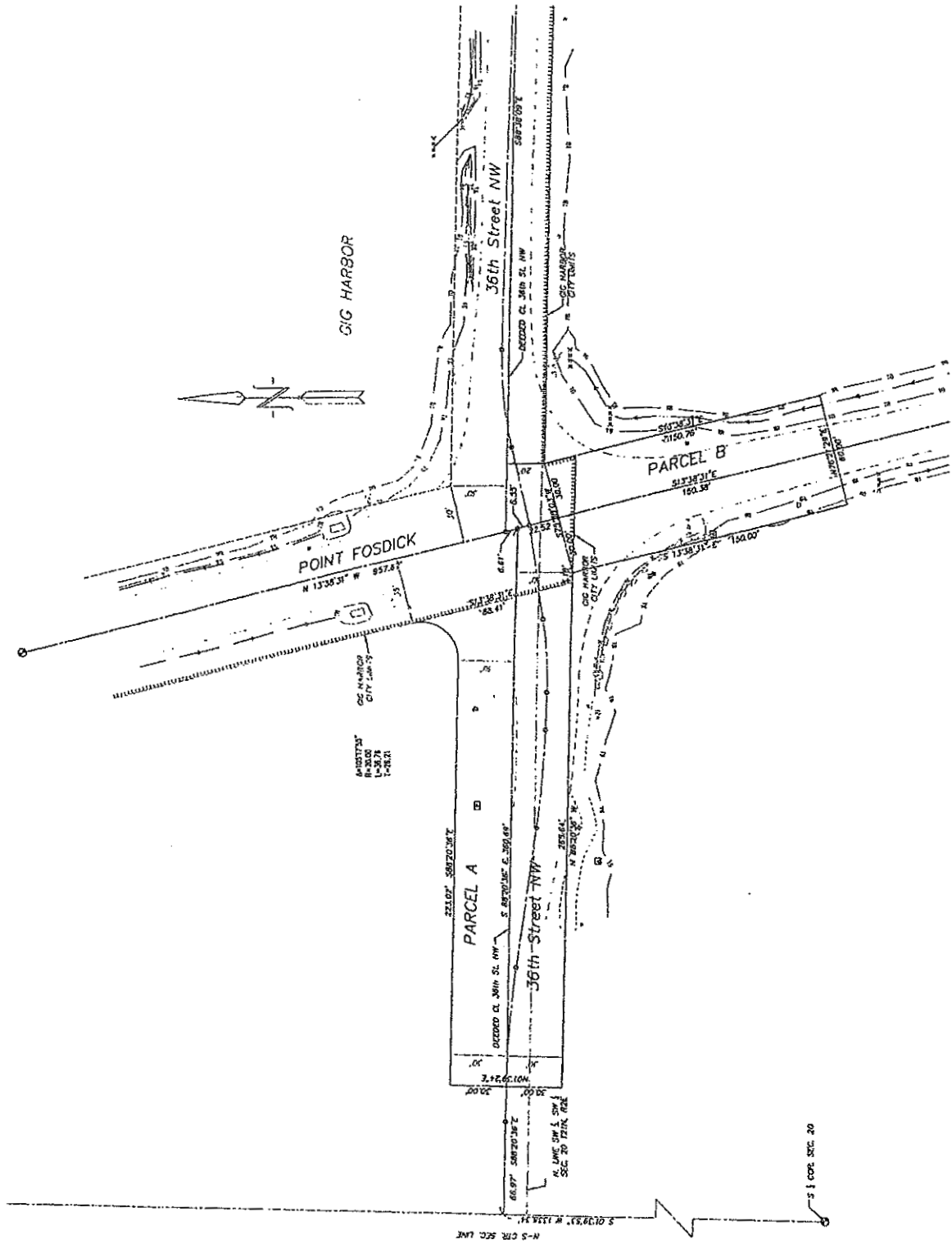
PARCEL B

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 20; THENCE NORTH 01°39'53" EAST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUATER 1338.34 FEET; THENCE SOUTH 88°20'36" EAST 360.69 FEET; THENCE SOUTH 13°38'31" EAST 22.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75°38'03" WEST 30.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF POINT FOSDICK ROAD NW; THENCE SOUTH 13°38'31" EAST ALONG SAID WESTERLY RIGHT OF WAY 150.00 FEET; THENCE NORTH 76°21'29" EAST 60.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID POINT FOSDICK ROAD NW; THENCE NORTH 13°38'31" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 150.76 FEET; THENCE SOUTH 75°38'03" WEST 30.00 FEET TO THE TRUE POINT OF BEGINNING.

2/26/07





DESCRIPTION OF GIG HARBOR ANNEXATION – PEACOCK HILL

PARCEL A

THAT PORTION OF SECTIONS 29 AND 30, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEING A 60.00 FOOT WIDE STRIP OF LAND, HAVING 30.00 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE NORTH $01^{\circ} 26' 26''$ EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 29 AND 30 A DISTANCE OF 165.00 FEET TO THE TERMINUS OF THE CENTERLINE DESCRIBED HEREIN; EXCEPT THE SOUTH 30.00 FEET THEREOF.

PARCEL B

THAT PORTION OF SECTIONS 29 AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

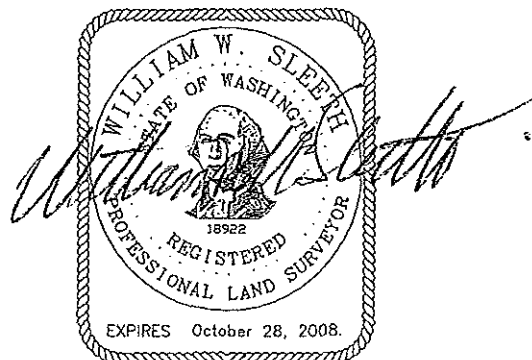
BEING A 60.00 FOOT WIDE STRIP OF LAND, HAVING 30.00 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE SOUTH $88^{\circ} 17' 44''$ EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 29 AND 32 A DISTANCE OF 150.00 FEET TO THE TERMINUS OF THE CENTERLINE DESCRIBED HEREIN; EXCEPT THAT PORTION THEREOF WITHIN PEACOCK HILL ROAD.

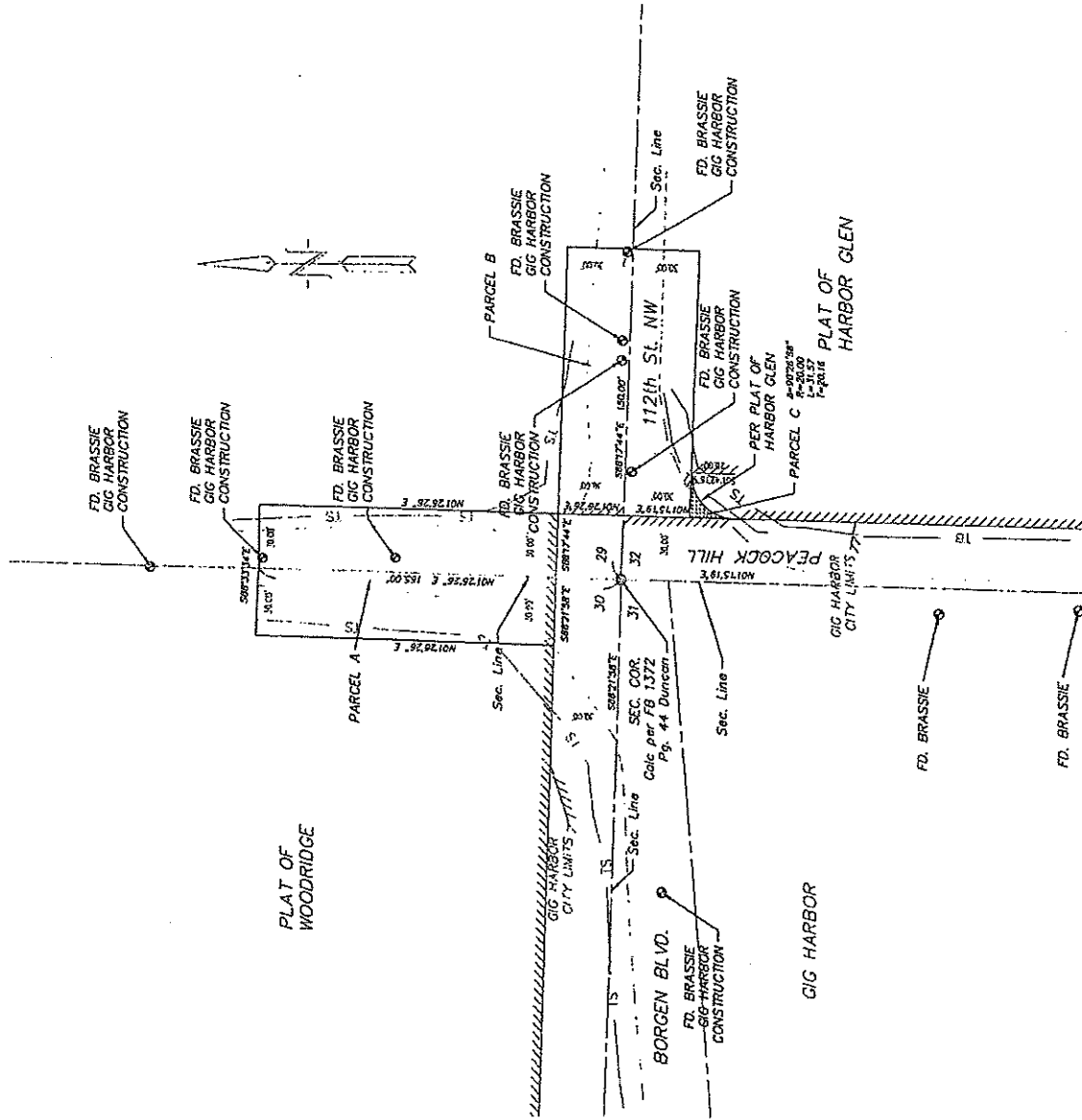
PARCEL C

THAT PORTION OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 29, 30, 31, AND 32, TOWNSHIP 22 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON; THENCE SOUTH $88^{\circ} 17' 44''$ EAST ALONG THE SECTION LINE COMMON TO SAID SECTIONS 29 AND 32 A DISTANCE OF 30.00 FEET; THENCE SOUTH $01^{\circ} 15' 19''$ WEST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $88^{\circ} 17' 44''$ EAST 20.16 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH $01^{\circ} 42' 16''$ WEST, HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ} 26' 58''$ AN ARC LENGTH OF 31.57 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY MARGIN OF PEACOCK HILL ROAD; THENCE NORTH $01^{\circ} 15' 19''$ EAST 20.16 FEET ALONG SAID EASTERLY RIGHT OF WAY TO THE TRUE POINT OF BEGINNING.

2/26/07







Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance
Minimum Lot Size Amendments.

Proposed Council Action: Adopt ordinance
at this second reading.

Dept. Origin: Community Development

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: October 22, 2007

Exhibits: Draft Ordinance

Initial & Date

Concurred by Mayor: CLH 10/18/07
Approved by City Administrator: RJK
Approved as to form by City Atty: CAM 10/17/07
Approved by Finance Director: N/A
Approved by Department Head: DAW 10/16/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values 0, 0, 0.

INFORMATION / BACKGROUND

The proposed amendments relate to two exceptions to minimum lot size standards in the City's Zoning Code:

The first exception proposed relates to the combination of two legally nonconforming lots. On April 24, 2006, the City adopted a code provision amending the criteria of approval of a boundary line adjustment when an owner of two or more legally created nonconforming lots wanted to combine such lots, even if the application would transform a legally created lot into a substandard, undersized lot. Later in 2006, a Washington State Court invalidated a similar provision in another jurisdiction. Therefore, the City Attorney has indicated that the City cannot approve a boundary line adjustment application that combines two or more lots when the resulting lot does not meet minimum lot area standards of the zoning district in which it is located. The proposed amendment repeals the boundary line adjustment provision in 16.03.004 that was found to be invalid.

As an alternative to the use of a boundary line adjustment to combine two or more legal small lots into a larger but still nonconforming lot, City staff is proposing a minimum lot area exception. The provisions in the proposed ordinance (17.01.100) would allow the combination of legal nonconforming lots even if the resulting lot does not satisfy the minimum lot area requirements for the zoning district within which it is located. The amendment would reduce nonconformities and promote infill. The proposed exception would consider two or more, legally nonconforming lots, as to lot area, as one building site if combined together, no matter the resulting size. The proposed exception would allow the same combination as

contemplated in the 2006 boundary line adjustment ordinance as the resulting lot would meet the minimum lot area standards of the zoning code due to the exception and therefore the boundary line adjustment could be approved.

The second exception proposed relates to the dedication of property to the public. The exception would allow that portion of a lot remaining after dedication or sale of a portion of the lot to the City or state for street or highway purposes as a separate building site, as long as the area of the remaining lot is at least 3,000 square feet.

POLICY CONSIDERATIONS

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003).

ENVIRONMENTAL ANALYSIS

The City's SEPA Responsible Official issued a DNS for the proposed amendments on September 12, 2007 pursuant to WAC 197-11-340.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Planning and Building Committee of the Council discussed the minimum lot area exception for nonconforming lots combinations and repealing of the nonconforming lot boundary line adjustment procedures at their meetings in March, April, May and June of 2007. The committee was in support of those amendments. The committee did not review minimum lot area exception for dedication of public property in those meetings.

The Planning Commission did not review this proposed ordinance, but did review the amendments to the boundary line adjustment chapter that were adopted in April of 2006. The Planning Commission was unanimous in their support of a process to allow the combination of legally nonconforming lots.

RECOMMENDATION / MOTION

Move to: Adopt ordinance at this second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE, ZONING AND BOUNDARY LINE ADJUSTMENTS, ELIMINATING THE PROCEDURE ALLOWING FOR NONCONFORMING LOT COMBINATIONS AS A RESULT OF NEW CASE LAW, DESCRIBING EXCEPTIONS TO THE MINIMUM LOT AREA REQUIREMENTS, ALLOWING TWO OR MORE LEGALLY NONCONFORMING LOTS TO BE COMBINED INTO ONE LOT, AND ALLOWING DEVELOPMENT OF A LOT EVEN THOUGH A PORTION OF THE LOT HAS BEEN DEDICATED OR SOLD TO THE CITY OR STATE FOR STREET PURPOSES, REPEALING GIG HARBOR MUNICIPAL CODE SECTION 16.03.004 AND ADDING A NEW SECTION 17.01.100 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City recognizes lots that have been established through recorded plats under previous codes as legally nonconforming lots; and

WHEREAS, the City adopted a code provision that would allow an owner of two or more legally created nonconforming lots to combine such lots through a boundary line adjustment, even if the application would transform a legally created lot into a substandard, undersized lot (GHMC Section 16.03.004); and

WHEREAS, the Washington Court recently addressed this issue, and determined that RCW 58.17.040(6) does not allow a local jurisdiction to approve a boundary line application that would transform a legally created lot into a substandard, undersized lot (*Mason v. King County*, 134 Wn. App. 806, 142 P.3d 637 (2006); and

WHEREAS, the owner of two or more legally nonconforming lots may desire to combine the lots into one, even if the resulting lot does not meet the minimum lot area requirements for the underlying zone, but the owner may not be able to do so with a boundary line adjustment or under the subdivision code; and

WHEREAS, the City believes that the combination of two or more legally nonconforming lots is desirable, even if the resulting lot does not meet the code, because the resulting lot will conform to the existing code to a greater degree; and

WHEREAS, the City seeks to encourage the dedication and/or sale of property to the City and state for street purposes, without necessity of a "friendly condemnation action" to legalize the remaining lot; and

WHEREAS, the City's SEPA Responsible Official issued a DNS for the proposed amendments on September 12, 2007 pursuant to WAC 197-11-340, which was not appealed; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on August 22, 2007, pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on October 8, 2007; and

WHEREAS, the Gig Harbor City Council voted to _____ this Ordinance during the second reading on _____; Now, Therefore,

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

Section 1. Section 16.03.004 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Section 17.01.100 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.01.100 Exceptions to Minimum Lot Area.

A lot which does not satisfy the minimum lot area requirements of the applicable zone may be developed as a separate building site, according to the following:

A. Combination of legally nonconforming lots. A property owner of two or more lots that are legally nonconforming as to lot area may request that the lots be combined into one larger lot, even if the resulting lot does not satisfy the existing lot area requirements in the underlying zone, as long as the Director determines that the property owner has submitted sufficient evidence to demonstrate that the original lots are legally nonconforming. In addition, the lot combination shall satisfy the requirements of and be processed according to the procedures in chapter 16.03 GHMC, with the exception of Subsection 16.03.003(B). This section does not apply in any overlay district to allow the combination of any lots created through the Mixed Use Overlay District (MUD), a Planned Unit Development (PUD) or Planned Residential District (PRD).

B. Dedication of property to the public. That portion of a lot remaining after dedication or sale of a portion of the lot to the City or state for street or highway purposes shall be a separate building site, as long as the area of the remaining lot is at least 3,000 square feet.

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 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: _____



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: PUBLIC HEARING – REVENUE SOURCES - 2008 GENERAL FUND BUDGET
DATE: OCTOBER 22, 2007

INTRODUCTION

Chapter 251, Laws of 1995 (RCW 84.55.120) requires a public hearing on revenue sources for the next year's general fund budget. The hearing must include considerations of possible increases in property tax revenues.

General Fund Revenue Summary

Revenue Source	2006	2007 Estimated balances	2008
Property Taxes	\$ 367,328	\$ 372,400	\$ 404,068
Sales Tax	4,703,347	4,950,000	6,347,500
Other Taxes	1,328,483	1,444,169	1,513,279
Licenses and Permits	707,644	1,669,214	1,752,181
Intergovernmental Revenues	618,187	191,383	220,268
Charges for Services	212,420	270,795	262,452
Fines and Forfeits	179,648	146,576	154,140
Miscellaneous Revenues	175,803	732,104	445,401
Total Revenues	8,292,860	9,776,641	11,099,289
Beginning Fund Balance	2,484,860	2,731,320	2,994,016
Total Resources	\$10,777,720	\$12,507,961	\$14,093,305



Business of the City Council
City of Gig Harbor, WA

Subject: First Reading - 2007 Property Tax Levy Ordinance

Proposed Council Action: Adopt ordinance after second reading.

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: October 22, 2007

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: CLH 10/15/07
Approved by City Administrator: RJK
Approved as to form by City Atty: AM 10/15/07
Approved by Finance Director: DR 10/15/07
Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

This is the first reading of an ordinance setting the 2007 property tax levy for collection in 2007.

FISCAL CONSIDERATION

The 2008 preliminary budget plans a total levy for collection in 2008 in the amount of \$1,616,270. This is a total increase of \$134,884 over the current levy of \$1,481,386. The increase consists of the following components:

- 1% increase over current levy \$14,814
1% increase over highest regular tax which could have been levied \$14,960
New construction and improvements \$72,375
Annexations \$30,010
Refunds \$ 2,725
Total \$134,884

The total excess levy which will be used to pay the debt service on the Eddon Boat bond is \$250,000. This calculates to a preliminary rate of \$0.1739 per thousand dollars of assessed valuation.

RECOMMENDATION / MOTION

Move to: Adopt ordinance after second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES IN THE AMOUNT OF \$1,616,270 AND EXCESS PROPERTY TAXES IN THE AMOUNT OF \$250,000 FOR THE CITY OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2008.

WHEREAS, the City Council of the City of Gig Harbor held a meeting on October 22, 2007 and considered its budget for the 2008 calendar year;

WHEREAS, the city's actual levy amount from the previous year was \$1,481,385.59; and

WHEREAS, the City Council of the City of Gig Harbor attests that the City population is 6,765; and

WHEREAS, the City Council of the City of Gig Harbor determined that the City of Gig Harbor requires an excess levy in the amount of two hundred fifty thousand dollars and no cents (\$250,000.00) in order to provide debt service for the 2005 Unlimited Tax General Obligation Bond.

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

Section 1. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2008 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be fourteen thousand eight hundred thirteen dollars and no cents (\$14,813.00) which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 2. The Property tax excess levy required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2008, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$1,689,318,487. Taxes levied upon this value shall be:

Approximately \$0.1739 per \$1,000 assessed valuation, producing an estimated amount of two hundred fifty thousand dollars and no cents (\$250,000.00) for 2005 Unlimited Tax General Obligation Bond debt service.

Section 3. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five (5) days after the date of its publication.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 12th day of November, 2007.

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: _____
Carol A. Morris, City Attorney

Filed with city clerk: 10/15/07

Passed by the city council:

Date published:

Date effective:



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

Subject: Public Hearing & First Reading of Ordinance - Prentice Avenue & Benson Street Vacation Request – Todd Block

Proposed Council Action: Recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Benson Street.

Dept. Origin: Community Development

Prepared by: Dave Brereton, Interim *Dave*
Community Development Director

For Agenda of: October 22, 2007

Exhibits: Letter of Petition, Ordinance, Record of Survey, Vicinity Map, Vicinity Map with photo, Location map with photo, photos

Initial & Date

Concurred by Mayor: CLH 10/18
Approved by City Administrator: PK
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: Dave 10/18/07

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INTRODUCTION/BACKGROUND

The city received a letter on August 23, 2007 from Mr. Todd Block, petitioning the city to vacate a portion of Prentice Avenue and Benson Street, in accordance with GHMC 12.14.002.

Specifically, the request is for the vacation of the southern 32 feet of the Benson Street and the western 33 feet of Prentice Ave. Right-Of-Ways currently held by the City and abutting Lot 1 and the north 30 feet of Lot Block 6 of the Plat of Woodworth Addition to Gig Harbor (parcel no. 9815000191). There are no utilities running within the proposed street vacation area that would require recorded easements to the City.

As defined in the GHMC 12.14.018C, a street vacation Ordinance must be adopted by the City Council for those streets and alleys subject to the 1889-90 Laws of Washington, Chapter 19, Section 32 (non-user statute).

POLICY CONSIDERATIONS

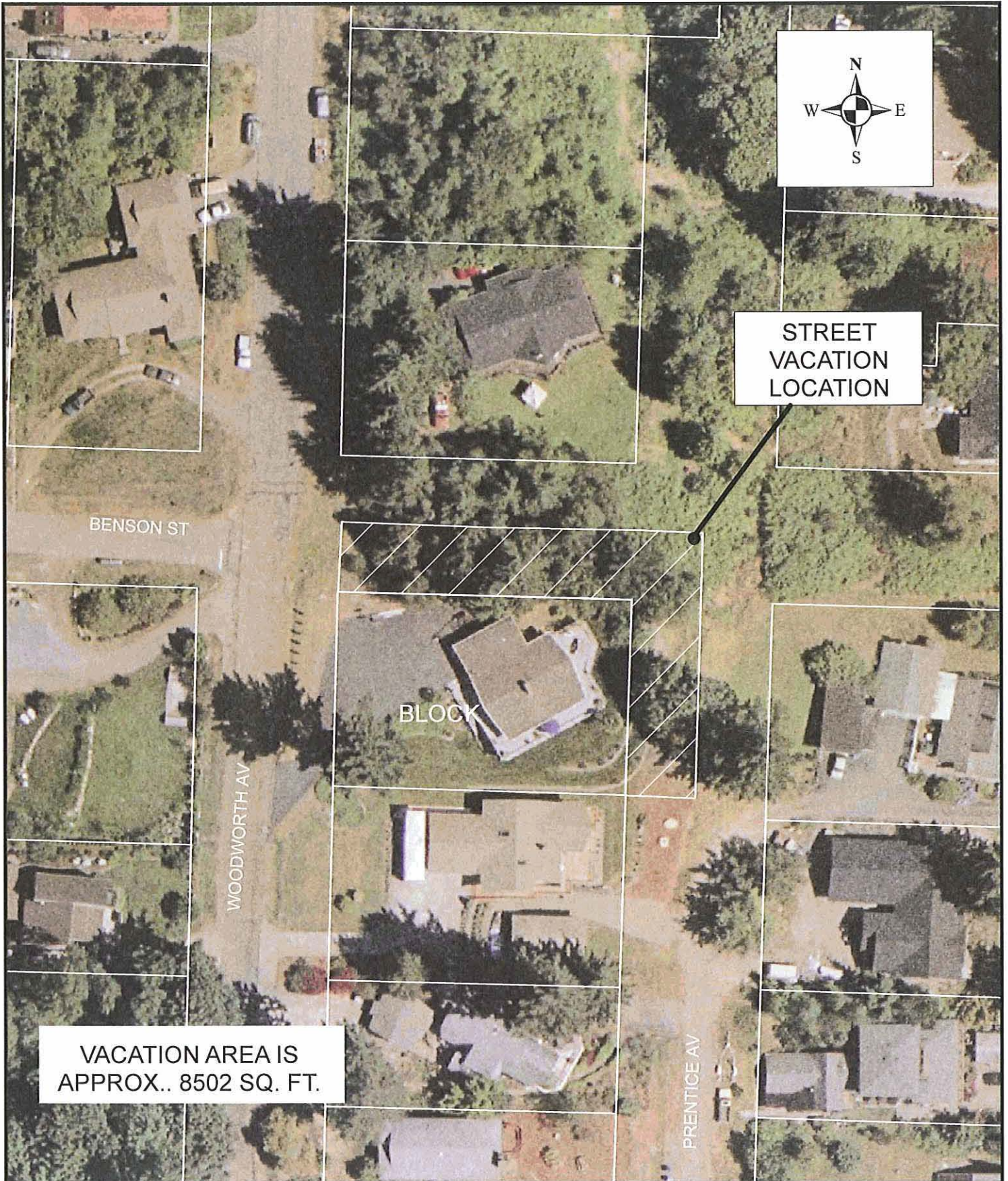
Any policy considerations will be provided at the public hearing and first reading.

FISCAL CONSIDERATIONS

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

RECOMMENDATIONS

I recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Benson Street.



STREET
VACATION
LOCATION

BENSON ST

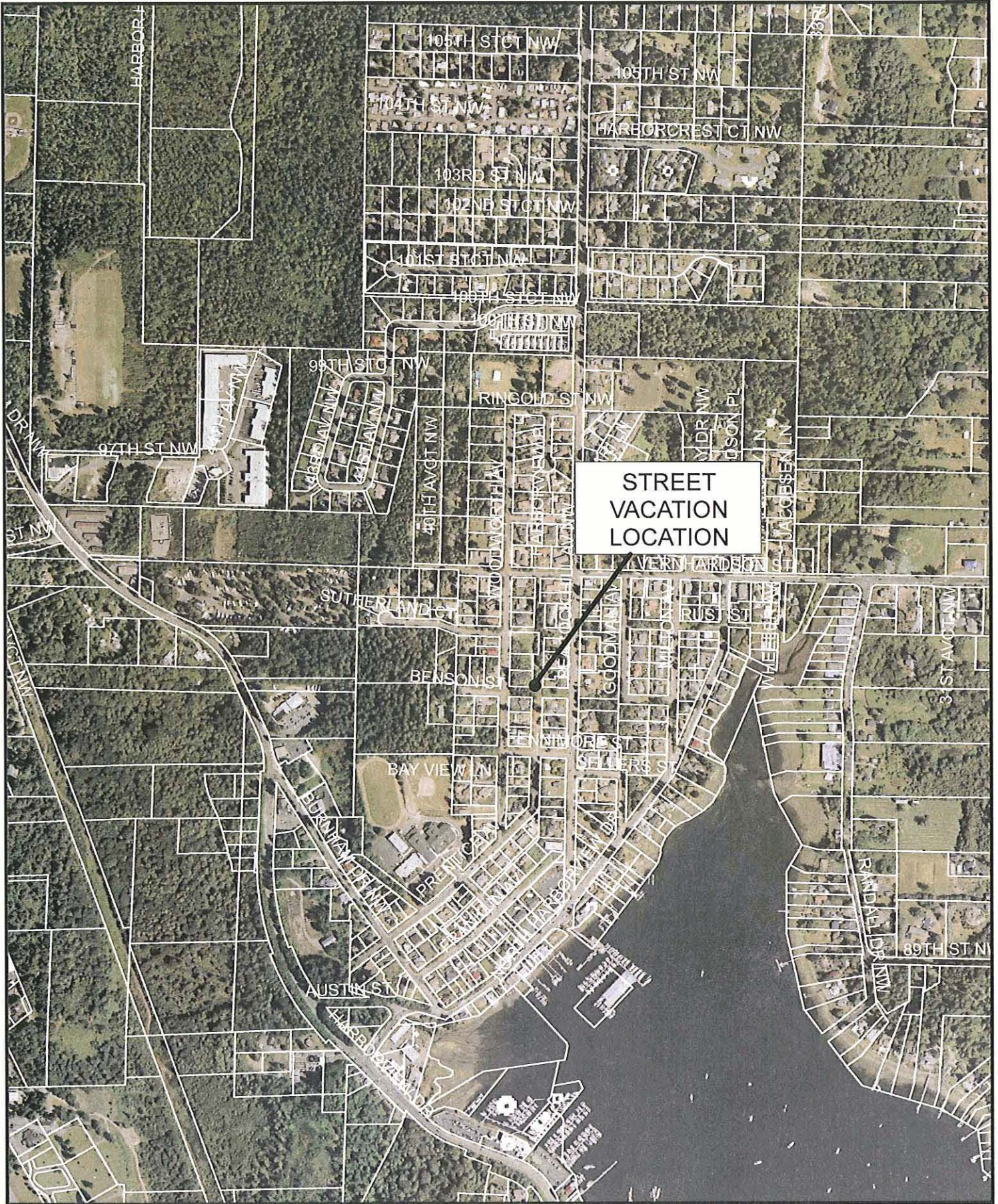
BLOCK

WOODWORTH AV

PRENTICE AV

VACATION AREA IS
APPROX.. 8502 SQ. FT.

TODD BLOCK STREET VACATION
PRENTICE AVE. AND BENSON STREET
LOCATION MAP



PRENTICE AVE. AND BENSON STREET VACATION
VICINITY MAP



LOOKING NORTH ON PRENTICE (BLOCK PROPERTY)



LOOKING EAST ON BENSON (CENTERLINE OF RIGHT-OF-WAY)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING THE PORTION OF PRENTICE AVE AND BENSON ST, LYING BETWEEN WOODWORTH AVENUE AND PEACOCK HILL AVENUE, AS DESCRIBED IN THE STREET VACATION PETITION FROM TODD BLOCK, 9315 WOODWORTH, GIG HARBOR, WASHINGTON.

WHEREAS, Todd Block petitioned the City to vacate a portion of Prentice Ave. and Benson Street (originally platted as Norton and Chester Streets), which abuts his property at 9315 Woodworth, Gig Harbor, Washinton, under the nonuser statute, and GHMC Section 12.14.018(C), and

WHEREAS, the portion of these streets subject to the vacation petition were platted in the Plat of the Woodworth's Addition, recorded in the records of Pierce County on August 22, 1890; and

WHEREAS, in 1890, these streets were in unincorporated Pierce County; and

WHEREAS, the portions of Prentice Avenue and Benson Street subject to the vacation petition were not included in any street that was opened or improved within five years after the original platting in 1890; and

WHEREAS, under the nonuser statute, any county road which remained unopened for public use for five years after platting was vacated by lapse of time; and

WHEREAS, the City's street vacation procedures for streets subject to the nonuser statute merely eliminates the cloud on the title created by the plat, because the street has already vacated by lapse of time; and

WHEREAS, after receipt of the street vacation petition, the City Council passed Resolution No. 728 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on October 22, 2007, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Prentice Avenue and Benson Street right-of-way described in the Block street vacation petition has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). The vacated portion of Prentice Avenue and Benson Street, lying between Woodworth Avenue and Peacock Hill Ave., abutting north property frontage of Parcel No. 9815000191, is legally described in Exhibit A attached hereto and incorporated by this reference, and further, is shown on the map attached hereto as Exhibit B.

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

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

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

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

CITY OF GIG HARBOR

By: _____
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney:

By: _____
Carol A. Morris

FILED WITH THE CITY CLERK: 10/18/07
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

Exhibit 'A'

PETITION

Come now Todd Block, being land owners of adjoining roads hereby petition the City of Gig Harbor, Pursuant to section 12.14.002 (A) and section 12.14.018 (C) of the Gig Harbor Municipal Code, to vacate that portion of the unopened roads abutting the following described real property located in the City of Gig Harbor , County of Pierce State of Washington:

Parcel No.9815000191

That portion of the NE ¼ of the NE ¼ of Section 6, Township 21 North, Range 2 East of the Willamette Meridian;

Lot 1 and the north 30 feet of lot 2 block 6 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington.

Adjoining the petitioners' property is the unopened roads called out as Norton Street and Chester Street on the face of the plat. The portions of unopened streets are described as follows as it affects the adjoining lots;

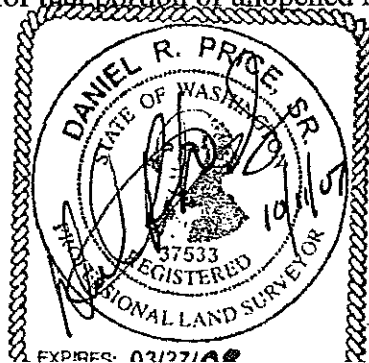
Affected parcel No.9815000191

That portion of the NE ¼ of the NE ¼ of Section 6, Township 21 North, Range 2 East of the Willamette Meridian;

The south half of Norton Street (Benson Street) adjoining lot 1 of block 6 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington, also the west half of Chester Street (Prentice Ave.) adjoining lot 1 and the north 30 feet of lot 2 of block 6 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington.

The plat which includes the Petitioners' property and unopened Norton and Chester Street, was recorded August 22, 1890, when the property was in unincorporated Pierce County, Washington.

That portion of Norton and Chester Streets adjoining the petitioners property was unopened for five years prior to the enactment of Washington Session Laws of 1909, chapter 90. That portion of Norton and Chester Streets adjoining the petitioners property was vacated as a matter of law pursuant to Washington State Session Laws of 1889-90, Chapter 19, § 32. Petitioners request that pursuant to section 12.14.018 (C) of Gig Harbor Municipal Code and the Session laws of 1889-90, chapter 19, § 32, the City of Gig Harbor adopt a vacation ordinance for that portion of unopened Norton and Chester Street as described herein.





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

NB-4

Subject: Public Hearing & First Reading of Ordinance - Prentice Avenue & Benson Street Vacation Request – Douglas & Annette Smith

Dept. Origin: Community Development

Prepared by: Dave Brereton, Interim *DB*
Community Development Director

Proposed Council Action: Recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Benson Street.

For Agenda of: October 22, 2007

Exhibits: Letter of Petition, Ordinance, Record of Survey, Vicinity Map, Vicinity Map with photo, Location map with photo, photos

Initial & Date

Concurred by Mayor: *CLH 10/18*

Approved by City Administrator: *FOK*

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *Dave 10/18/07*

Expenditure	Amount	Appropriation
Required	Budgeted	Required
0	0	0

INTRODUCTION/BACKGROUND

The city received a letter on August 23, 2007 from Douglas and Annette Smith, petitioning the city to vacate a portion of Prentice Avenue and Benson Street, in accordance with GHMC 12.14.002.

Specifically, the request is for the vacation of the southern 32 feet of the Benson Street and the western 33 feet of Prentice Ave. Right-Of-Ways currently held by the City and abutting Lot 1 and the north 30 feet of Lot Block 6 of the Plat of Woodworth Addition to Gig Harbor (parcel no. 9815000231). There are no utilities running within the proposed street vacation area that would require recorded easements to the City.

As defined in the GHMC 12.14.018C, a street vacation Ordinance must be adopted by the City Council for those streets and alleys subject to the 1889-90 Laws of Washington, Chapter 19, Section 32 (non-user statute).

POLICY CONSIDERATIONS

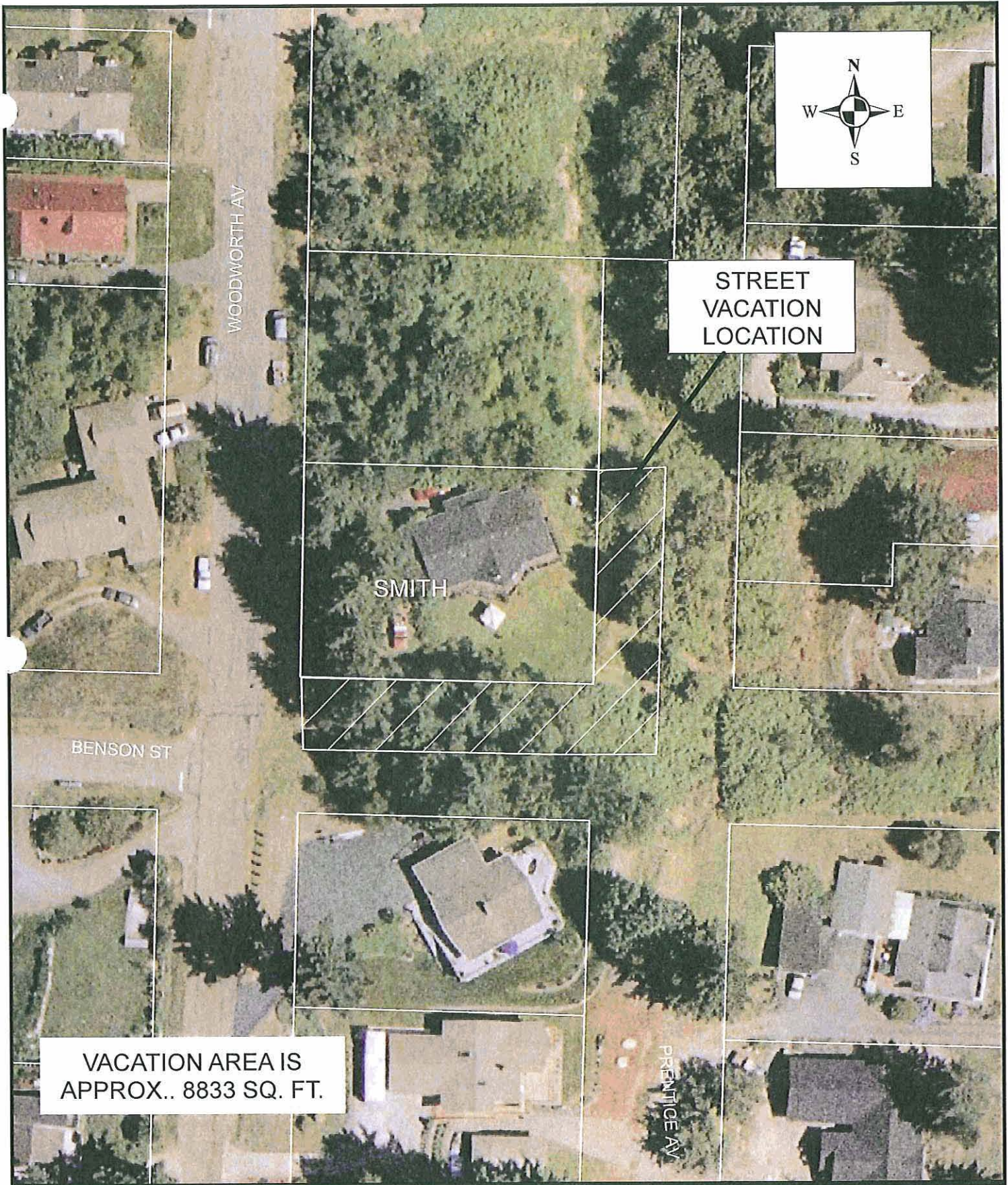
Any policy considerations will be provided at the public hearing and first reading.

FISCAL CONSIDERATIONS

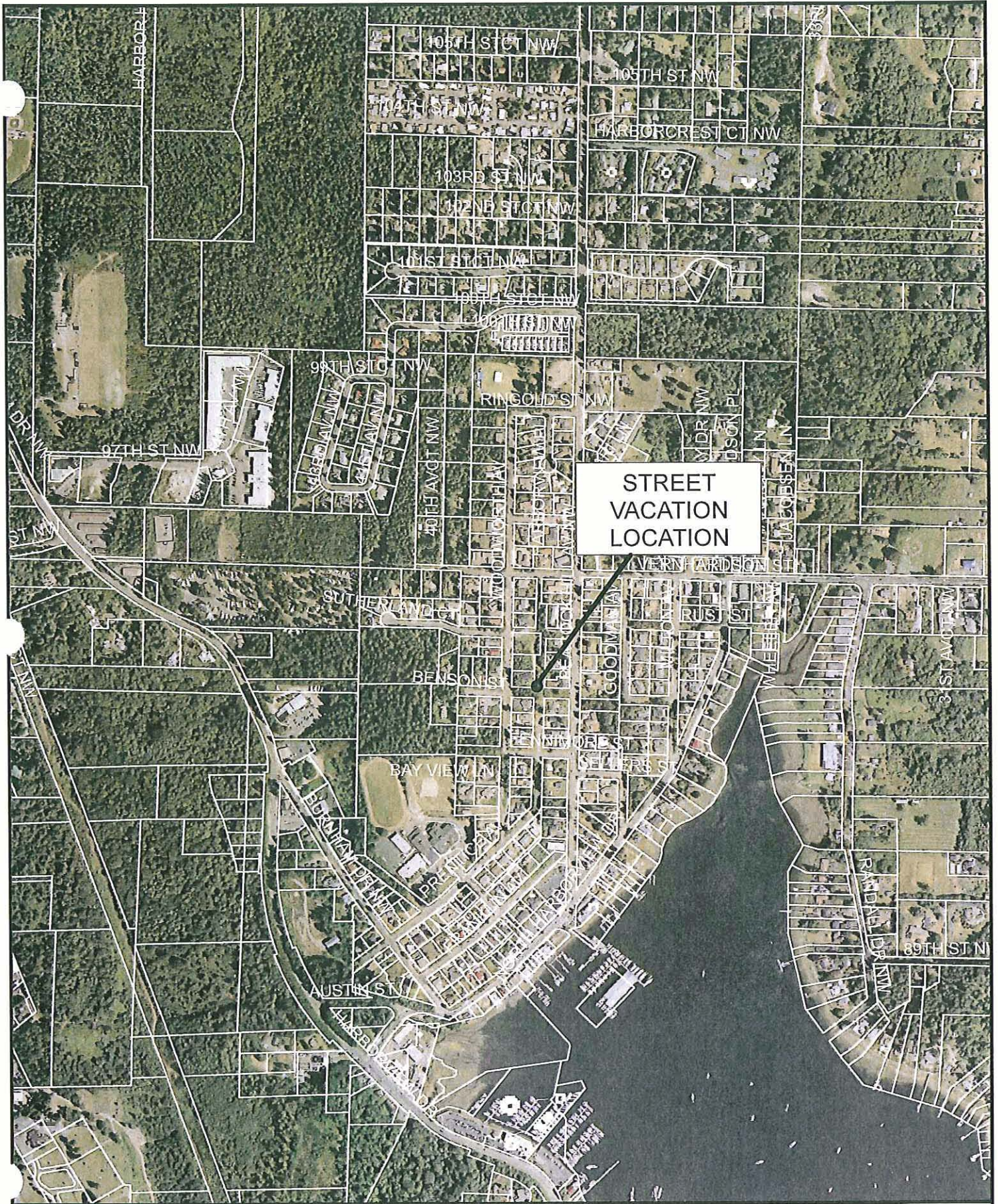
The processing fee has been paid in accordance with GHMC 12.14.004.

RECOMMENDATIONS

I recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Benson Street.



DOUGLAS & ANNETTE SMITH STREET VACATION
PRENTICE AVE. AND BENSON STREET
LOCATION MAP



PRENTICE AVE. AND BENSON STREET VACATION
VICINITY MAP

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING THE PORTION OF PRENTICE AVE AND BENSON ST, LYING BETWEEN WOODWORTH AVENUE AND PEACOCK HILL AVENUE AS INCLUDED IN THE STREET VACATION FROM DOUGLAS & ANNETTE SMITH, 9504 WOODWORTH, GIG HARBOR, WASHINGTON.

WHEREAS, Douglas and Annette Smith of 9504 Woodworth, Gig Harbor, Washington, petitioned the City to vacate a portion of Prentice Avenue and Benson Street (originally platted as Norton and Chester Streets), which abuts their property, under the nonuser statute and GHMC Section 12.14.018(C); and

WHEREAS, the portion of these streets subject to the vacation petition were platted in the Plat of Woodworth's Addition, recorded in the records of Pierce County on August 22, 1890; and

WHEREAS, in 1890, these streets were in unincorporated Pierce County; and

WHEREAS, the portions of Prentice Avenue and Benson Street subject to the vacation petition were not included in any street that was opened or improved within five years of the original platting in 1890; and

WHEREAS, under the nonuser statute, any county road which remained unopened for public use for five years after platting was vacated by lapse of time; and

WHEREAS, the City's street vacation procedures for streets subject to the nonuser statute merely eliminates the cloud on the title created by the plat, because the street has already vacated by lapse of time; and

WHEREAS, after receipt of the street vacation petition, the City Council passed Resolution No. 729 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on October 22, 2007, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Prentice Avenue and Benson Street right-of-way described in the Smith vacation petition has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). The vacated portion of Prentice Avenue and Benson Street, lying between Woodworth Avenue and Peacock Hill Ave., abutting north property frontage of Parcel No. 9815000231, is legally described in Exhibit A, attached hereto and incorporated by this reference and as shown in the map attached hereto in Exhibit B.

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

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

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

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

CITY OF GIG HARBOR

By: _____
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: _____
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney:

By: _____
Carol A. Morris

FILED WITH THE CITY CLERK: 10/18/07
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

Exhibit 'A'

PETITION

Come now Douglas Smith and Annette Smith being land owners of adjoining roads hereby petition the City of Gig Harbor, Pursuant to section 12.14.002 (A) and section 12.14.018 (C) of the Gig Harbor Municipal Code, to vacate that portion of the unopened roads abutting the following described real property located in the City of Gig Harbor , County of Pierce State of Washington:

Parcel No.9815000231

That portion of the NE ¼ of the NE ¼ of Section 6, Township 21 North, Range 2 East of the Willamette Meridian;

Lot 5 and the south 40 feet of lot 4 block 7 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington.

Adjoining the petitioners' property is the unopened roads called out as Norton Street and Chester Street on the face of the plat. The portions of unopened streets are described as follows as it affects the adjoining lots;

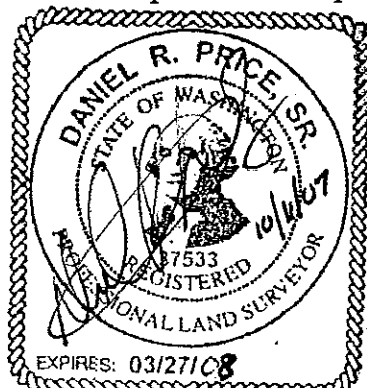
Affected parcel No.9815000231

That portion of the NE ¼ of the NE ¼ of Section 6, Township 21 North, Range 2 East of the Willamette Meridian;

The north half of Norton Street (Benson Street) adjoining lot 5 of block 7 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington, also the west half of Chester Street (Prentice Ave.) adjoining lot 5 and the south 40 feet of lot 4 of block 7 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington.

The plat which includes the Petitioners' property and unopened Norton and Chester Street, was recorded August 22, 1890, when the property was in unincorporated Pierce County, Washington.

That portion of Norton and Chester Streets adjoining the petitioners property was unopened for five years prior to the enactment of Washington Session Laws of 1909, chapter 90. That portion of Norton and Chester Streets adjoining the petitioners property was vacated as a matter of law pursuant to Washington State Session Laws of 1889-90, Chapter 19, § 32. Petitioners request that pursuant to section 12.14.018 (C) of Gig Harbor Municipal Code and the Session laws of 1889-90, chapter 19, § 32, the City of Gig Harbor adopt a vacation ordinance for that portion of unopened Norton and Chester Street as described herein.





Business of the City Council
City of Gig Harbor, WA

Subject: Adoption of Grease Interceptor Ordinance, as previously adopted in Ordinance No. 1087 on May 14, 2007.

Dept. Origin: Public Works/City Attorney
Prepared by: Public Works/City Attorney
For Agenda of: 10-22-07
Exhibits:

Proposed Council Action:

APPROVE ON FIRST READING.

Initial & Date

Concurred by Mayor: [Signature] 10/17/07
Approved by City Administrator: [Signature]
Approved as to form by City Atty: [Signature] 10-17-07
Approved by Finance Director:
Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

On May 14, 2007, the City Council adopted Ordinance 1087, which was commonly known as the "Grease Interceptor Ordinance." Due to a clerical misadventure, this Ordinance 1087 was not sent to the City's code publisher. One of the previous drafts of Ordinance 1087 was sent to the City's code publisher, and this draft was erroneously codified in the Gig Harbor Municipal Code as the Grease Interceptor Ordinance.

Codification of ordinances for code cities like Gig Harbor is addressed in RCW 35.21.500 through 35.21.570 (RCW 35A.21.130). Once an ordinance is codified in published form, copies of such codes "shall be received without further proof as the ordinances of permanent and general effect of the city and town . . ." RCW 35.21.550. Ordinance 1087 is still valid and all procedural steps were observed in the passage of the Ordinance. However, we need to ensure that Ordinance 1087 is codified, and repeal the erroneous codified version, so that the public has no doubt as to the correct law adopted by the City Council on this subject.

The Council is being asked to adopt the attached ordinance, which is exactly the same as Ordinance 1087. The City's code publisher does not have the ability to handle this problem administratively. The scope of the codifier's abilities is limited to such things as editing to clarify language without changing the meaning, correcting manifest errors in references, spelling, etc., changing the wording of section captions, and the activities generally described in RCW 35.21.500.

There is no issue regarding vesting of applications to the erroneous codified version, because the vested rights doctrine does not apply to this type of activity. However, there are pending applications being reviewed by the City staff at this time, and it would be extremely helpful to eliminate further processing delays for the Council to address this problem as soon as possible. Staff recommends that the Council adopt the ordinance in one reading, pursuant to GHMC Section 1.08.020(B).

Under GHMC Section 1.08.020(B), the City Council may take action on a proposed ordinance on the day of introduction, upon the affirmative vote of a majority plus one of the whole membership of the Council. Because Ordinance 1087 received two readings before adoption, and the attached ordinance is exactly the same as Ordinance 1087, adoption on the day of its introduction would not be detrimental to the public interest. In fact, speedy adoption of the attached ordinance would be beneficial to the public, given that it would eliminate the confusion caused by the erroneous codified version, and speed processing of existing applications.

FISCAL CONSIDERATION

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: Adopt the Grease Interceptor Ordinance No. _____ on the day of its introduction under GHMC Section 1.08.020(B).

(A majority plus one of the whole membership of the Council must affirmative vote in favor.)

ORDINANCE NO. __

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, REGULATING DISCHARGES INTO THE CITY'S SEWER SYSTEM, ESTABLISHING DISCHARGE CRITERIA, REQUIRING RETROFIT COMPLIANCE FOR CERTAIN EXISTING FACILITIES WITHIN EIGHTEEN MONTHS FROM ADOPTION OF THIS ORDINANCE; REQUIRING IMMEDIATE COMPLIANCE FOR NEW FACILITIES, ESTABLISHING DEFINITIONS, DESCRIBING APPLICABILITY AND EXEMPTIONS, ESTABLISHING THE REQUIREMENTS FOR GREASE TRAPS/INTERCEPTORS, THE PROPER SERVICING AND INSPECTION , OPERATION PERMIT REQUIREMENTS, REQUIRED REPORTING, MONITORING, PROCEDURES FOR INSPECTION AND ENTRY BY THE CITY ON PRIVATE PREMISES TO CHECK FOR VIOLATIONS, ESTABLISHING VIOLATIONS AND PENALTIES, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 13.28.020, 13.28.170, 13,28.270, REPEALING GIG HARBOR MUNICIPAL CODE SECTIONS 13.28.180, 13.28.190 AND 13.28, 200, ADDING A NEW CHAPTER 13.30 TO THE GIG HARBOR MUNICIPAL CODE AND PROVIDING FOR AN EFFECTIVE DATE OF JULY 1, 2007.

WHEREAS, the increased demand on the City's POTW has necessitated implementing more stringent rules and regulations on waste dischargers; and

WHEREAS, the City desires to protect public health, safety and the environment by requiring that treatment devices be retrofitted in existing development and installed in new development in order to significantly reduce the amount of fats, oils and grease entering the POTW; and

WHEREAS, the City believes that the installation of such treatment devices (called grease interceptors) in new development and as retrofitted in existing development will limit the potential for sewer line stoppages resulting in flooding of businesses, residences and overflows into public spaces and storm drains that discharge into the Harbor and the Puget Sound, as well as reduce the quantity of fats, oils and grease that can not be treated at the treatment plant and enter the Harbor through it's effluent; and

WHEREAS, the City Council desires to adopt a new chapter to cover fats, oils and grease discharged from food service facility's and facilities that impact the operation and maintenance of the City's POTW ; and

WHEREAS, the City's SEPA Responsible Official issued a decision exempting this Ordinance from SEPA under WAC 197-11-800(19); on May 1, 2007; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____ 2007; Now, Therefore,

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

Section 1. Section 13.28.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.28.020 Definitions. Unless the content specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

* * *

~~M. "Sewage" means a combination of water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm waters as may be present.~~

* * *

Section 2. Section 13.28.170 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.28.170 Prohibited Discharges.

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters to any public sewer:

~~A. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit;~~

~~B. Any water or waste which may contain more than 100 parts per million, by weight or fat, oil or grease;~~

~~A. C. Any gasoline, benzene naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;~~

~~B. D. Any garbage that has not been properly shredded;~~

~~C. E. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance~~

capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works;

D. F. Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;

E. G. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard in the receiving waters of the sewage treatment plant;

F. H. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;

G. I. Any noxious or malodorous gas or substance capable of creating a public nuisance.

H. Any discharge that is inconsistent with GHMC Section 13.30.060.

Section 3. Section 13.28.180 of the Gig Harbor Municipal Code is hereby repealed.

Section 4. Section 13.28.190 of the Gig Harbor Municipal Code is hereby repealed.

Section 5. Section 13.28.200 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. Section 13.28.270 is hereby amended to read as follows:

13.28.270 Violation – Penalty. ~~Any person, firm, or corporation which violates the provisions of this chapter shall incur a cumulative civil penalty in the amount of \$50.00 per day from the date set for correction thereof, pursuant to Chapter 15.18 GHMC, until the violation is corrected.~~ This chapter 13.28 shall be enforced according to the procedures set forth in chapter 12.17 GHMC. The person authorized to enforce this chapter pursuant to chapter 12.17 GHMC is the Director of Operations or his/her designee.

Section 7. A new chapter 13.30 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

CHAPTER 13.30 GREASE INTERCEPTOR/TRAP RULES AND REGULATIONS

Section 13.30.010: Purpose, Policy and Administration
Section 13.30.020: Definitions
Section 13.30.030: Specialized Definitions
Section 13.30.040: Applicability
Section 13.30.050: Date Required for Compliance
Section 13.30.060: Discharge Criteria
Section 13.30.070: Requirements for Grease Trap/Interceptors
Section 13.30.080: Grease Interceptor Construction
Section 13.30.090: Service/Inspection Ports and Inspection Ports
Section 13.30.110: Grease Traps
Section 13.30.111: Interceptor Pumping
Section 13.30.112: Operational Permit Requirements
Section 13.30.113: Required Reporting
Section 13.30.114: Grease Interceptor Treatment Products
Section 13.30.115: Mobile Treatment Processes
Section 13.30.116: Facility Closure
Section 13.30.117: Monitoring, Inspection and Entry
Section 13.30.118: Confidentiality and Proprietary Information
Section 13.30.119: Suspension of Service
Section 13.30.120: Fees
Section 13.30.200: Violations and Penalties
Section 13.30.210: Remedies Not Exclusive

Section 13.30.010. Purpose, Policy and Administration.

A. Purpose. The purpose of this Chapter is the regulation of the installation, maintenance, generation and disposal of grease interceptor/trap waste for the protection of the Public Owned Treatment Works (POTW) and the environment.

B. Policy. The objective of this Chapter is to reduce the operational and maintenance costs of the POTW by preventing the accumulation of grease within the collection system and additional treatment at the POTW. This ordinance shall apply to all users of the POTW in the City of Gig Harbor and to users outside the City who, by contract or agreement with the City, are users of the City's POTW.

C. Administration. Except as otherwise provided herein, the Public Works Operations Director ("Operations Director") or his/her designee shall administer, implement, and enforce the provisions of the Chapter.

Section 13.30.020. Definitions. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

A. "Adequately sized grease interceptor" shall mean an interceptor that does not allow a discharge of Oil and Grease in excess of 100 milligrams per liter (mg/l)

concentrations, or otherwise has not been found by the Operations Director to be contributing grease in quantities sufficient to cause POTW line stoppages or necessitate increased maintenance on the POTW.

B. "Adequately sized grease trap" shall mean a trap that does not allow a discharge of Oil and Grease in excess of 100 milligrams per liter (mg/l) concentrations, solids or otherwise has not been found by the Operations Director to be contributing grease in quantities sufficient to cause POTW line stoppages or necessitate increased maintenance on the POTW.

C. "Administrative Authority" shall be the City Director of Operations.

D. "Approved" shall mean accepted as satisfactory under the terms of this chapter and given formal and official sanction by the Administrative Authority.

E. "Biological pretreatment service" shall mean the application of any additive or enzyme or the use of any other biological means to digest waste in an interceptor that discharge into a public sewer system within the city.

F. "Discharge" shall mean the introduction of waste into a POTW.

G. "Disposal" shall mean the discharge, deposit, injection, dumping, spilling, leaking or placing of any solid or semi-solid grease interceptor/trap waste, grit interceptor waste, and/or sewage into or on any land or water so that such waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

H. "Disposal facility" shall mean a facility at which liquid waste, including but not limited to, grease interceptor/trap waste, grit interceptor waste, and sewage is received, processed, or treated in a manner compliant with all applicable Federal, State, and local regulations.

I. "Disposal facility operator" shall mean an individual who is authorized to accept or reject liquid waste at a disposal facility, and who is authorized to sign a trip ticket, regardless of actual title.

J. "Disposal site" shall mean a permitted site or part of a site at which grease interceptor/trap waste, grit interceptor waste, or seepage is processed, treated and/or intentionally placed into or on any land in a manner compliant with all applicable Federal, State, and local regulations, and at which site said waste will remain after closure.

K. "Emulsifiers" and/or "De-emulsifiers" shall mean any substance or substances which, when added or placed into a grease trap or grease interceptor, will form an oily substance to a milky fluid in which the fat globules are in a very finely divided state and are held in suspension, giving it the semblance of a solution; as the

homogenization of milk emulsifies the fat with the whey forming a smooth milk product.

L. "Existing facility" shall mean any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which started before the adoption of this Chapter.

M. "Fats" shall mean substances that are primarily fatty acid esters of the alcohol glycerol, also called acylglycerols, neutral fats, natural fats, or glycerides. They are the major components of deposit, or storage, fats in plant and animal cells, especially in the adipose (or fat) cells of vertebrates. This term may include any synthesized substance of a like nature.

N. "Food courts" shall mean areas predominantly found in shopping centers or amusement parks and festivals where several food preparation establishments having different owners may be sharing seating space and/or plumbing facilities.

O. "Food service establishment" shall mean any facility that cuts, cooks, bakes, prepares or serves food, or which disposes of food-related wastes and/or which has a local, State, and/or Federal food service permit.

P. "Garbage grinder" shall mean any device, which shreds or grinds up solid or semisolid food waste materials into smaller portions for discharge into the POTW.

Q. "Generator" shall mean a facility that causes, creates, generates, stores, or otherwise produces waste from on-site process operations, whether domestically or commercially generated, or as a byproduct of some domestic or non-domestic activity. The generator is responsible for assuring that the produced waste is disposed of in accordance with all Federal, State and local disposal regulations.

R. "Grease" shall mean fats, waxes, free fatty acids, calcium and magnesium soaps, mineral oils and certain other non-fatty material from animal or vegetable sources, or from hydrocarbons of petroleum origins, commonly found in wastewater from food preparation and food service. Grease may originate from, but not be limited to, discharges from scullery sinks, pot and pan sinks, dishwashing machines, soup kettles and floor drains located in areas where grease-containing materials may exist.

S. "Grease Interceptor" or "Interceptor" shall mean a water-tight receptacle utilized by commercial or industrial generators of liquid waste to intercept, collect, and restrict, the passage of grease and food particles into the POTW to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility. *See also*, definition of "Adequately-sized Grease Interceptor."

T. "Grease Trap" or "Trap" shall mean a water-tight receptacle utilized by commercial generators of liquid waste to intercept, collect, and restrict, the passage of grease and food particles into the POTW to which the receptacle is directly or

indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility. See also, definition of "Adequately-sized Grease Trap."

U. "Grease interceptor/trap waste" shall mean any grease, food particles, or organic or inorganic solid or semisolid waste collected and intercepted by a grease interceptor, usually in layers of floatable, suspended, and settleable substances, which are ultimately removed from a grease interceptor for proper disposal. All layers must be removed for disposal.

V. "Grit Interceptor" shall mean a channel or tank that has capacity to allow liquid to slow down and let grit settle out and remain until removed by mechanical means.

W. "Incompatible wastes" shall mean wastes that have different processing, storage or disposal requirements, or whose mixture would inhibit the proper disposal or treatment of each type of waste, or wastes that if mixed may cause a dangerous chemical or physical reaction, including, but not limited to, grease interceptor waste and grit interceptor waste, grease interceptor waste and septic tank waste, seepage and hazardous waste, or any combination or combinations thereof.

X. "Inspection port" shall mean openings, with easily opened covers designed to allow inspectors quick access each compartment of the grease interceptor, and the effluent from the interceptor. A monitoring port is an inspection port large enough to allow temporary installation of monitoring devices such as samplers, strip recorders, flow meters, or other such measuring and/or monitoring devices.

Y. "Inspector" shall mean the Supervisor of the POTW and person or persons designated and under the instruction and supervision of the Supervisor and/or Director of Operations. who are assigned to investigate compliance and detect violations of this chapter.

Z. "Living quarters" shall mean a facility, or an area of a facility, where a person or family has a distinct living area, which includes individual kitchen and bath facilities, utilized solely by that single person or family.

AA. "Manager" shall mean the person, regardless of actual title, immediately on-site at a location conducting, supervising, managing, or representing the activities of a generator, a transporter or a disposer.

BB. "May not" shall prohibit.

CC. "New facility" shall mean:

1. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the adoption of this ordinance, provided that:

a. The building, structure, facility, or installation as constructed, remodeled or modified is located on a site at which no other source is located; or

b. The building, structure, facility, or installation as constructed, remodeled or modified totally replaces the process or production equipment that causes the discharge of pollutants at an existing course; or

c. The production processes or wastewater generating processes of the building, structure, facility or installation as constructed, remodeled or modified are substantially independent of an existing source at the same site. In determining whether these are substantially independent factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

d. Refer to Section 13.30.040(C) for exemptions.

DD. "NPDES" shall mean National Pollutant Discharge Elimination System as administered by the Washington State Department of Ecology.

EE. "Oil and grease" shall mean any material, but particularly biological lipids and mineral hydrocarbons, recovered as a substance soluble in an organic extracting solvent using an appropriate analytical method approved under 40 CFR 136. It also includes other material extracted by the solvent from an acidified sample and not volatilized during the extraction procedure.

FF. "Permittee" shall mean a person issued a permit under this article, including any agent, servant, or employee of the permittee.

GG. "POTW" shall mean Public Owned Treatment Works, which shall include all collection, transmission and treatment facilities.

HH. "Reasonable hours" shall mean any time during which a facility is open for business to the public. It shall also include those times when a facility is closed to the public when a manager, employees, and/or contractors are present at the facility and involved in cleanup or food preparation, or any other business activity.

II. "Seepage" defined as liquid that is allowed to ingress or egress from a tank or piping under existing natural pressures through cracks or imperfections.

JJ. "Sewage" shall mean the liquid and water-carried domestic or industrial wastes from dwellings, commercial establishments, industrial facilities and institutions, whether treated or untreated. The terms "waste" and "wastewater" shall be deemed as sewage by definition.

KK. "Shall not" shall prohibit.

LL. "Spill" shall mean the unpermitted, accidental or intentional loss or unauthorized discharge of grease interceptor waste, grit interceptor waste, seepage, any other liquid waste, a chemical (hazardous or non-hazardous), or any other material that has the potential to contaminate any surface or ground water or in any other manner such that the waste is not legally disposed.

MM. "Shopping center" shall mean a group of architecturally unified commercial establishments built on a site that is planned, developed, owned, and managed as an operation unit for sale or lease, with on-site parking in definite relationship to the types and sizes of stores at the site.

NN. "Strip Mall" shall mean a line of stores fronted by uniform parking spaces or a small common parking lot. For the purposes of this Chapter, Strip Malls and Shopping Centers are considered to be the same.

OO. "Transporter" shall mean a hauler who transfers waste from the site of a generator to an approved site for disposal or treatment. The transporter is responsible for assuring that all Federal, State and local regulations are followed regarding waste transport.

PP. "Trip ticket" shall mean the written, multi-part form used as documentation and required to be in the possession of the generator, transporter, and disposer to document the generation, receipt, transportation, and disposal of grit interceptor waste, grease interceptor waste, seepage, and other liquid wastes enabling legal and proper disposal of hauled grit interceptor waste, grease interceptor/trap waste, and seepage at a permitted or registered disposal site, and specifying the identity of the generator, transporter, and disposal facility operator of liquid wastes and the volume of grit interceptor waste, grease interceptor waste, seepage, and other liquid wastes disposed.

QQ. "Waste" shall mean the liquid and water-carried domestic or industrial wastes from dwellings, commercial establishments, industrial facilities and institutions, whether treated or untreated. The terms "sewage" and "wastewater" shall be deemed as waste by definition.

Section 13.30.040. Applicability.

A. Discharge of waste. Waste, which contains grease, shall be discharged into the POTW system only as set forth in this Chapter. The following facilities shall discharge all waste from sinks, dishwashers, drains, and any other fixtures through

which grease may be discharged, into an adequately sized, properly maintained and functioning grease interceptor/trap before the discharge enters the POTW, as well as a grease interceptor effluent inspection port.

1. Every commercial food preparation and food service facility, including but not limited to bakeries, boardinghouses, butcher shops, cafes, clubhouses, coffee shops (with four or more fixtures), commercial kitchens, correction facilities (prisons), delicatessens, fat rendering plants, ice cream parlors, hospitals, meat packing plants, restaurants, schools, slaughter houses, soap factories, and similar facilities, especially where meat, poultry, seafood, dairy products or fried foods are prepared or served.

2. All shopping centers that have food processing facilities.

3. All food courts.

4. All other facilities discharging grease in amounts that, according to this Chapter, will, alone or in concert with other substances from the discharges of other facilities in the opinion of the City, have a reasonable chance to impede or stop the flow in the POTW or require additional treatment.

B. Grease Interceptors Required. All new areas of intensified dwelling, including, but not limited to; assisted living facilities, convalescent homes, day nursing and childcare facilities, sanitariums, hotels, maternity homes, motels in which there is a commercial food preparation service, nursing homes, retirement homes, in which food preparation occurs as defined in Section 13.30.040 (A) above.

C. Exemptions. Modifications to existing facilities that do not add new buildings or new grease generating activities are exempt from this requirement. Adult family homes and family day care facilities are exempt.

D. Grease Interceptors Not Required. Interceptors shall not be required for single-family residences, duplexes, triplexes, quadplexes, or apartment complexes, unless the City first determines there are discharges from the property that will create problems in the POTW. The determination shall be made based upon an investigation of the property, and a comparison of the content and amount of discharge from the property with the discharges of other properties similar in size and use. Upon a determination that the discharges will create problems in the POTW, the Supervisor of the POTW may require the installation of an adequately sized grease interceptor to treat the discharges.

E. Review to Determine Applicability. All Building and Plumbing applications shall be reviewed with the submission of the City's "Grease Trap/Interceptor Installation Guidelines" to determine the need for an interceptor or trap.

Section 13.30.050. Date Required for Compliance

A. Within 18 months after the effective date of the ordinance adopting this Chapter 13.30 GHMC, an existing facility (excepting those existing facilities described in section 13.30.040 above as not requiring a grease interceptor) shall be required to install an approved, adequately sized, and properly operated and maintained grease interceptor when any of the following conditions exist:

1. The existing facility is found by the Supervisor of the POTW to be discharging grease in quantities in excess of 100mg/L fats, oils and grease.

2. The existing facility is remodeling the food preparation or kitchen waste plumbing facilities in such a manner to be subject to a building/plumbing permit issued by the Building and Fire Safety Division.

3. The existing facility has an interceptor/trap which allows a discharge of fats, oil or grease in excess of 100 mg/l.

B. The owner of existing facilities equipped with an undersized grease interceptor as verified from data collected by the POTW Supervisor verifying interceptor inability to treat discharge flows shall, within 18 months after the effective date of the ordinance adopting this Chapter 13.30 GHMC install an adequately sized grease interceptor in accordance with the requirements of this Chapter.

C. Existing facilities that have no or inadequate means of grease treatment shall be required by this Chapter to install a grease interceptor within 18 months of the effective date of the ordinance adopting this Chapter.

D. New facilities required by this Chapter to maintain a grease interceptor shall install such a unit prior to commencement of discharge to the POTW.

E. Any requests for extensions to installation dates must be made in writing to the Director of Operations, at least thirty (30) days in advance of the compliance date. The written request shall include the reasons for the grease generator's failure or inability to comply with the compliance date set forth, the additional time needed to complete the remaining work, and the steps to be taken to avoid future delays. The Director of Operations shall determine the date for compliance.

Section 13.30.060. Discharge Criteria.

In addition to the prohibitions outlined in Chapter 13.28.170 of the Gig Harbor Municipal Code, the following prohibitions shall apply.

A. Where oil and grease are a byproduct of food preparation and/or cleanup, reasonable efforts shall be made to separate waste oil and grease into a separate container for proper disposal. Except as contained in byproducts of food preparation and/or clean up, waste oil and grease shall not be discharged to any drains or grease interceptors. Such waste shall be placed in a container designed to hold such waste and either utilized by industry or disposed of at suitable locations.

B. None of the following agents shall be placed directly into a grease interceptor/trap, or into any drain that leads to the interceptor:

1. Emulsifiers, de-emulsifiers, surface active agents, enzymes, degreasers, or any type of product that will liquefy grease interceptor wastes,
2. Any substance that may cause excessive foaming in the POTW or;
3. Any substance capable of passing the solid or semi-solid contents of the grease interceptor/trap to the POTW.

C. The influent to interceptors shall not exceed 140 degrees Fahrenheit (140 F). The temperature at the influent inspection port shall be considered equivalent to the temperature of the influent.

D. Toilets, urinals, and other similar fixtures shall not discharge through a grease interceptor.

E. All waste shall only enter the grease interceptor/trap through the inlet pipe.

F. Where food-waste grinders are installed, the waste from those units shall discharge directly into the building drainage system without passing through a grease interceptor. Living quarters, as defined in this chapter, are exempted from this requirement.

G. Discharge of Oil and Grease in excess of 100 milligrams per liter (mg/l) concentrations are not allowed.

H. The Uniform Plumbing Code Section 1015.0 additionally prohibits the discharge from "dishwashers" into any grease trap unless specifically required or permitted by the Authority Having Jurisdiction.

Section 13.30.070. Requirements for Grease Interceptor/Traps

A. All commercial and industrial facilities dealing with grease shall, at the permittees' expense and as required by the Director of Operations.

1. Provide an adequately sized grease interceptor/trap. Requirements for grease interceptor/trap sizing and the design criteria are set forth in this section.
2. Locate the interceptor/trap in a manner that provides ready and easy accessibility for cleaning and inspection.
3. Unless otherwise specified by the Director of Operations, service the interceptor every 120 days, traps require weekly maintenance or at a frequency as determined by the Director of Operations. Maintain backup

copies of trip tickets and a service log, on the premises of the facility, for at least three (3) years.

4. Reports must be available to the Director of Operations, as defined in Section 13.30.113 GHMC.

5. Allow inspection of the facility and of records by inspectors during reasonable hours.

B. Requirements for Grease Interceptor/Trap Sizing and Design Criteria

1. Size, type, and location of grease interceptor/traps shall be in accordance with the manufacturers' instructions, the requirements of City of Gig Harbor Municipal Code and/or Public Works Standards.

2. Applicability: These requirements are applicable to all commercial food service establishments, including those that are undergoing the following:

a. New construction

b. Interior remodeling to accommodate expansion or operational modifications

c. Changes of ownership/occupancy or use.

d. Facilities which may be experiencing difficulty in achieving compliance with maintenance and/or wastewater discharge limitations.

3. Sizing Requirements:

a. Sizing methods described herein are intended as guidance in determining grease interceptor/trap sizes that will afford the POTW a minimum degree of protection against grease and other obstructing materials. Sizing determinations are based on operational data provided by business owners or their contractors. In approving a generators plumbing or grease interceptor/trap design, the city does not accept liability for the failure of a system to adequately treat wastewater to achieve effluent quality requirements specified under this Chapter. It is the responsibility of the generator and/or contractors to insure the appropriate level of treatment necessary for compliance with environmental and wastewater regulations.

Note: The following sizing criteria for grease traps are to be used only in the case of an existing establishment with no physical capability of installing a grease interceptor. All new facilities will be required to install a grease interceptor according to the sizing criteria in the interceptor sizing guidelines within section 13.30.070 B. 5.

b. Formulas found in Section 3. d. and 4. below shall be used to determine adequate grease trap sizing.

c. In the circumstance of "single service kitchens" with no food preparation (heat/serve only), and which use only paper service items, a minimum 50 gallon per minute (gpm) flow rated, or 100 pound grease retention, mechanical grease trap may be used. The trap must be readily accessible for cleaning and maintenance.

d. Recommended Ratings for commercial Grease Traps

Type of fixture	Rate of flow in gpm	Grease retention capacity rating, in pounds	Recommended maximum capacity of fixture connected to trap, in gallons
Restaurant kitchen sink	15	30	37.5
Single compartment scullery sink	20	40	50.0
Double compartment scullery sink	25	50	62.52
Single compartment sinks	25	50	62.52
Double compartment sinks	35	70	87.5
Dishwasher for restaurants: *Dishwashers shall not be connected to Grease Traps			

4. Grease Trap Sizing Formulas:

It is the responsibility of the generator and his/her contractors to ensure that the wastewater discharged from their facility is in compliance with the City's discharge limitations. For the purpose of plans review, a general assessment of grease trap design and size will be performed using the following formulas. (These formulas have been demonstrated as industry standards capable of achieving the City's discharge criteria when systems are maintained in proper conditions.)

Method 1: Uniform Plumbing Code

**TABLE 10-2
Grease Traps**

Total Number of Fixtures Connected	Required Rate of Flow per Minute, Gallons	Grease Retention Capacity, Pounds
1	20	40
2	25	50
3	35	70
4	50	100

**TABLE 10-2
Grease Traps (Metric)**

Total Number of Fixtures Connected	Required Rate of Flow per Minute, Liters	Grease Retention Capacity, kg
1	76	18
2	95	22
3	132	31
4	189	45

5. Grease Interceptor: Where sizing formulas result in determination of an exterior grease interceptor less than 750 gallons in capacity, minimum size shall be 750 gallons.

The size of a grease interceptor shall be determined by the following formula:

$$\text{Number of meals Per Peak hour (1)} \times \text{waste flow rate (2)} \times \text{retention time (3)} \times \text{storage factor (4)} = \text{Size Requirement (liquid capacity)}$$

(1) Meals served at the Peak Hour:

The number of meals served at the peak hour is obtained by multiplying the number of seats by 60, and dividing by the estimated time it takes for a patron to eat. For new restaurants, it may be estimated to be equal to the seating capacity. For restaurants with drive-through service, the estimated drive-through service rate at peak hour should be included. In rest homes, camp kitchens and other similar kitchens, the peak meals would be equal to the occupant load.

(2) Waste Flow Rate:

- | | |
|--------------------------------|---------------|
| a. With dishwashing machine | 6 gallon flow |
| b. Without dishwashing machine | 5 gallon flow |
| c. Single service kitchen | 2 gallon flow |
| d. Food waste disposer | 1 gallon flow |

(3) Retention Times:

- a. Commercial kitchen waste/dishwasher 2.5 hours
- b. Single service kitchen single serving 1.5 hours

(4) Storage Factors:

- a. Fully equipped commercial kitchen 8 hour operation =1
- b. 16 hour operation=2
- c. 24 hour operation=3
- d. Single service Kitchen =1.5

Additional information and assistance about sizing and installation can be obtained through the Division of Fire and Building Safety and/or the Public Works Operations/Engineering Divisions of the City of Gig Harbor.

6. Alternate Sizing Formulas/Proposals.

Facilities that propose the use of alternate sizing techniques and/or procedures that result in specifications that differ from calculated requirements (or are less than the MINIMUM 750 gallon requirement), must submit formulas and other bases to the Director of Operations to support proposed grease interceptor size/installation. Submission should also provide documentation of the generator's ability to meet effluent quality requirements. The generator's proposal must be signed by an engineer licensed in the state of Washington. The Director of Operations shall make the final decision on any installation.

7. Construction/Installation: All permitting, construction, and inspection activities must be completed in accordance with the Gig Harbor Municipal Code and Public Works Standards. Additionally, the following specifications must be incorporated into grease interceptor design.

a. The grease interceptor shall be constructed with a minimum of two chambers or shall have a minimum of two tanks in series.

b. There must be inlet and outlet tees made of 6" schedule 40 PVC installed. The inlet tee should extend down approximately one-third the depth of the interceptor from the top and the outlet tee should be located twelve inches off of the bottom of the interceptor.

c. Grease interceptors are to be installed at a minimum distance of 10 ft. from sinks and dishwashers to allow for adequate cooling of wastewater. Water temperatures must be less than 140 degrees F. prior to entering grease interceptor.

d. All grease bearing waste streams should be routed through an appropriate grease interceptor, including: three-compartment sinks,

pot/pan sinks, soup kettles, hand-washing sinks, dishwashers, mop sinks and floor drains.

Notable Exceptions: Drains that receive "clear waste" only, such as from ice machines, condensate from coils and drink stations, may be plumbed to the sanitary system without passing through the grease interceptor with the condition that the receiving drain is a "hub" type that is a minimum of two inches above the finished floor.

e. All exterior or recessed Grease Interceptors are to be installed with an Effluent Sampling Well, equivalent to: a. Parks Equipment Services Sample Well SWB-9; b. American Industrial Pre-Cast Products Test well; or c. Uopnor Sample well. Sample wells will have a 15" diameter access Cover and a minimum 4" drop from inlet to outlet piping through the sampling well. Mechanical Grease Traps and Interceptors that are installed above ground must be equipped with an influent flow regulator and an effluent valve assembly that allows for sample collection.

8. Generator Responsibilities: It is the responsibility of the generator to insure compliance with the City of Gig Harbor's discharge limitations.

Hazardous wastes, such as acids, bases, grease emulsifying agents strong cleaners, pesticides, herbicides, heavy metals, paint, solvents, gasoline or other hydrocarbons, shall not be disposed of where they would go through grease interceptors or grit traps. If commercial dishwashers are discharged through a grease interceptor, care must be taken in system design. Dishwashers use detergents and elevated water temperatures that will melt grease. If the interceptor is either too small or too close to the commercial dishwasher, grease may pass through the interceptor and into the collection system. Relocation and upsizing may be required to comply with City discharge requirements.

Generators are responsible for maintaining grease interceptors in continuous proper working condition. Further, generators are responsible for inspecting, repairing, replacing, or installing apparatus and equipment as necessary to ensure proper operation and function of grease interceptors and compliance with discharge limitations at all times.

Interceptors shall be maintained with a minimum frequency of every 120 days to ensure proper function. The interceptor shall be maintained more frequently if needed to meet the city's discharge criteria. If, in cooperation with the Supervisor of the POTW, frequency of cleaning can be extended, without degradation of interceptor effluent, an alternative schedule can be approved. Records of maintenance are required to be maintained on site for three (3)

years. (120-day maintenance frequency assumes proper sizing and installation consistent with this requirement.

Enzymes, solvents, and emulsifiers are not permitted, as they will only change the form of grease, allowing it to be carried out of the interceptor with the wastewater and deposited in the collection system (POTW). Biological treatment systems must be pre-approved by the Director of Operations. These systems will not alleviate the necessity for inspection and proper maintenance

Section 13.30.080. Grease Interceptor Construction.

A. Any generator responsible for discharges requiring a grease interceptor shall, at his/her expense and as required by the City, provide plans and specifications for equipment and facilities of a design type and design capacity approved by the Public Works Operations/Engineering Division of the City of Gig Harbor. The grease interceptor must be in compliance with the Gig Harbor Municipal Code and Public Works Standards. The generator shall locate the interceptor in a manner that provides easy accessibility for cleaning and inspection and maintain the interceptor in effective operating condition. Representatives of the Public Works Operations/Engineering Division shall inspect and approve the interceptor during construction and upon completion before any service connections are made.

B. Construction of items listed herein in accordance herewith or in accordance to the city's specifications shall not constitute a defense to unlawful discharge and shall not limit the generator's liability for any surcharge stated in this Chapter.

C. If the Director of Operations determines that there is a need for installation or upgrading of sample ports or grease interceptors on an existing facility, he/she shall direct the generator to install necessary improvements to bring existing facility into compliance.

D. Where process wastewaters are generated in only part of the facility, the process wastewaters may, at the option of the Director of Operations, discharge into a grease interceptor servicing only those areas, as long as the interceptor is of adequate capacity and is not connected to any restroom facility.

E. The Director of Operations may waive the requirement for a grease interceptor, provided the grease generator can verify that only domestic sewage is being discharged, with no floor drains or process water. The Director of Operations may require testing by the generator in connection with this request, with all costs for this testing being at the generator's expense.

Section 13.30.090. Service, Inspection and Monitoring Ports.

A. Except for grease traps, each interceptor shall be located outside of a building or structure in an area accessible for service, and so installed and connected that it shall be at all times easily accessible for inspection, and for cleaning and removal of the intercepted waste. Inlet inspection ports, interceptor inspection ports, and effluent monitoring ports shall be in areas where vehicles may not temporarily block access to inspection. The use of ladders or the removal of bulky equipment or stored materials in order to inspect inlet flow, inspect or service interceptors, or sample interceptor effluent shall be unacceptable. Inspection ports and monitoring ports shall be located so as to allow inspectors quick and easy access to the inlet flow, each compartment of the interceptor, and the effluent from the interceptor. An interceptor shall not be installed in any part of a building where food is handled. The location of all interceptors, inspection ports, and monitoring ports shall meet the approval of the Director of Operations and shall be shown on the approved building plans.

B. A one-piece removable metal plate covering the entire interceptor shall be preferred as an interceptor inspection port, though at the discretion of the Director of Operations, standard manhole ports with risers may be installed over each divider in the interceptor, but in either case all parts of the interceptor shall be easily accessible for cleaning and visual inspection. A monitoring port shall be provided for ease in sampling the treated effluent from the interceptor and shall be as close as possible to the connection with the city sewer within the bounds of the facility property. The port shall be installed according to the specifications of the Director of Operations. The port shall be installed and maintained at the generators expense. A generator shall properly place, monitor, and maintain the monitoring port so that wastewater samples taken from the monitoring port are representative of wastewater leaving the interceptor. It shall be unlawful for a grease generator to divert sewage around a monitoring point into the POTW.

Section 13.30.110. Grease Traps.

A. In the event that an outside grease interceptor is not practical, a grease trap may be installed subject to the approval of the Director of Operations. In addition to the regular requirements of grease interceptors, grease traps are subject to the additional requirements. Refer to Note in Section 13.30.070 B.3. Facilities using five or more fixtures shall install a minimum 750 gallon grease interceptor.

B. General requirements.

1. The location of such interceptors shall be in as close proximity to the source of wastewater as physically possible.

2. The lid shall be secured to the body and easily accessible and removable with the use of common tools no special tools shall be needed to remove lid. Grease traps and grease interceptors must be watertight and be constructed of materials not subject to excessive corrosion or decay.

3. Baffle systems and all other internal pieces shall be removable to facilitate cleaning and replacement, but must be in place at all other times.

4. The lid shall cover the deep seal trap. The deep seal trap shall be constructed so as to eliminate the possibility of sewer gas entering the kitchen area.

5. The trap shall be constructed with bottom supports so that the body of the trap does not corrode by coming into contact with the floor.

6. The trap shall be coated so as to be resistant to corrosion. Refer to City of Gig Harbor Public Works Standards Chapter 5 List of Drawings for Specifications.

C. Installation requirements.

1. The trap may be set on the floor, partially recessed in the floor with top flush with the floor, or fully recessed below the floor to suit piping and structural conditions, as acceptable by the Building and Fire Safety Division of the City.

2. There shall be sufficient clearance for the removal of the trap cover for cleaning.

3. Unless specifically approved by the Building and Fire Safety Division, runs of pipe exceeding 25 feet between fixture and trap shall not be permitted.

4. The trap shall not be installed in a waste line from a garbage grinder. Any garbage grinder waste shall bypass the trap.

5. A suitable flow control fitting shall be installed ahead of the trap in the waste line beyond the fixture and as close as possible to the underside of the lowest fixture. When wastes of two or more sinks or fixtures, are combined to be used by one trap, a single flow control fitting shall be used.

6. Air intake for flow control either shall terminate under the sink drain board as high as possible to prevent overflow, or shall terminate in a return bend at the same height and on the outside of the building. (The UPC requires devices to be readily accessible and in a visible location.)

7. To retain water and prevent siphoning, all traps shall have a vented waste, sized in accordance with the UPC.

8. With the approval of the Division of Fire and Building Safety, one trap may be used to serve multiple fixtures if the fixtures are located close together and the trap is sized to meet the combined flow of all the fixtures.

D. Maintenance requirements.

1. Traps shall be serviced as needed on an individual basis. This will be determined by the amount of grease produced and a maximum measurement of no more than 3" accumulation on the top of the trap and discharge does not exceed the 100mg/L limit. After accumulated grease and waste has been removed, the trap shall be thoroughly inspected to make certain that inlet, outlet, and air relief ports are clear of obstructions.

2. Grease and other waste removed from the trap shall not be introduced into any drain, sewer, or natural body of water. The waste shall be placed in proper containers for proper disposal. It shall not be mixed with "edible" grease. Grease and waste removed from a trap shall not be disposed of in such a manner so as to become food for animals or humans.

3. The grease generator shall maintain adequate documentation that the trap is appropriately cleaned and inspected as referenced in Section 13.30.113 Interceptor/trap Maintenance Log. Grease Interceptor/Trap Waste Generators shall meet all applicable federal, state and local requirements regarding the accumulation, generation, and disposal of waste.

Section 13.30.111. Interceptor Pumping.

A. Required Pumping Frequency

1. Unless otherwise specified by the Director of Operations, each interceptor in active use shall be cleaned at least once every 120 days or more frequently as needed to prevent carry over of grease into the POTW, unless it can be demonstrated to the Director of Operations that the pumping frequency can be performed at greater intervals. The Director of Operations may specify cleaning more frequently when current pumping schedule is shown to be inadequate. Additional pumping may be required during time periods where increased loading is anticipated. Any grease generator desiring a schedule less frequent than established shall submit a request to the Director of Operations along with testing (as required by the Director of Operations) and copies of the cleaning records for the last four (4) interceptor cleanings, including measurements of the thickness of the surface scum/grease layer and sediment.

2. At any time if an inspection finds the interceptor to be full, immediate steps shall be taken by the grease generator to pump out and clean the interceptor. The inspector shall make an evaluation of the advisability of allowing discharge to continue, and may at his or her discretion order an immediate cessation of all discharge from the facility. In any case, the Grease Interceptor Operational Permit of the facility may be amended so as to compel more frequent pumping and cleaning of the interceptor.

B. All interceptors shall be maintained by the grease generator at the grease generator's expense. If generator fails to comply with its cleaning schedule or is not adhering to the requirements of this chapter the City shall have the interceptor cleaned and bill the generator for all cost's associated with its cleaning.

C. Requirement for Increased Pumping or Servicing.

If the Director of Operations finds that a change in pumping or servicing of an interceptor is necessary for an existing facility to meet the discharge limits stated in this chapter or solids occupying 25% of the interceptors liquid capacity, the Director of Operations may order a change in pumping or servicing of an interceptor. If the Director of Operations orders a change in the pumping or servicing, then the Director of Operations shall inform the generator of the new schedule and their responsibility to adhere to the new schedule.

D. Interceptor Maintenance Log.

1. Every generator having an interceptor shall maintain an Interceptor/trap Maintenance Log indicating each pumping for the previous twelve (12) months. This log shall include the date, time, amount pumped, hauler and disposal site, and shall be kept in a conspicuous location on the premises of the facility for inspection. Food service establishments shall keep the log posted. Said log shall be made immediately available to any authorized City inspector.

2. A copy of the information required in the maintenance log must be available to the inspector at the time of inspection to be removed and become the City's record. The inspection period shall run from January 1 through December 31 of each year. Regular inspections will occur twice yearly, or as required by "Operational Permit" repeat inspections for those interceptors not meeting maintenance requirements will be done 30 days from initial inspection.

E. Cleaning Procedures

1. The owner or an employee of the facility shall supervise the interceptor cleaning, and shall be physically present and observe the entire cleaning operation and sign the maintenance log as proof.

2. A generator shall cause the liquid waste hauler, transporter, or any other person cleaning or servicing an interceptor to completely evacuate all contents, including floating materials, wastewater, and bottom sludges and solids, of all grease and/or grit interceptors and other interceptors during servicing, skimming the surface layer of waste material, partial cleaning of the interceptor or use of any method that does not remove the entire contents of the collection device is prohibited. The suction of the floating materials shall be

done prior to removal of other contents. After complete evacuation, the walls, top, and bottom of the interceptor shall then be thoroughly scraped and the residue removed. Upon completion of the servicing, the manager or their designee of the facility shall make an inspection of the interior of the interceptor and then personally sign the trip ticket. The manager or their designee shall make an appropriate entry in the facility Interceptor Maintenance Log, and leave a copy of the trip ticket with the log for the inspector to pick up at the next inspection. Food service establishments shall keep all trip tickets posted with their Pierce County Health Food Permit. Said trip tickets and maintenance logs shall be made immediately available to any authorized city inspector.

3. The generator shall prohibit the discharge of liquid, semi-solids, or solids back into an interceptor during and/or after servicing. Decanting or discharging of removed waste back into the interceptor from which the waste was removed or any other interceptor, for the purpose of reducing the volume to be disposed, is prohibited.

4. Each interceptor pumped shall be fully evacuated unless the interceptor volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the interceptor is fully evacuated within a twenty four (24) hour period following the transporter's inability to fully evacuate the interceptor.

F. Disposal of Interceptor Waste.

All waste removed from each interceptor shall be disposed of at a facility permitted and authorized to receive such waste in accordance with all applicable Federal, State, and local regulations. In no way shall the waste be returned to any private or public portion of the POTW, without prior written approval from the Director of Operations, nor may it be returned to any portion of the POTW not specifically designated by the Wastewater Collections/Treatment superintendent. Additionally, grease removed from an interceptor shall not be recycled so as to become a food product or part of a food product for animal or human consumption.

G. Vacuum Truck Cleaning Service

It shall be unlawful for a grease or grit generator to allow grease or grit interceptor waste to be removed from his/her premises by a transporter who does not have all applicable Federal, State, or local permits or registrations, including at a minimum a Washington State Waste Hauler's Permit.

Section 13.30.112. Grease Interceptor Operational Permit Requirements.

A. It is unlawful for any facility to discharge effluent from a grease interceptor without authorization from the Director of Operations. Authorization shall be given in the form of a "Grease Interceptor Operational Permit."

B. No separate application is necessary for a Grease Interceptor Operational Permit. The Director of Operations shall examine the information contained in the application materials for the underlying permit, including, but not limited to the Grease Trap/Interceptor Installation Guidelines. If it is determined by the Director of Operations that the proposed discharge is consistent with the provisions of this Chapter, and any other applicable Federal, State, or local requirement or regulation, and the permit fee is paid, a Grease Interceptor Operational permit shall be issued allowing the facility to discharge into the POTW. Each grease interceptor Operational permit shall be in effect from issue until the business stops, changes or the Director of Operations declares a necessity for a change to meet discharge requirements. The terms and conditions of the permit may be subject to modification at any time during the term of the permit as limitations or requirements as identified in this chapter are modified or other just causes exist.

The permittee shall be informed of any proposed changes in the issued permit at least thirty days prior to the effective date of the change(s). Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

The permit cannot be appealed administratively.

Section 13.30.113. Required Reporting.

A. All permitted grease interceptor/trap waste generators shall, at a frequency and time determined by the POTW Supervisor, but in no case less than once per year, shall make available to the POTW Supervisor:

1. Copies of all manifests made by liquid waste transporters servicing their grease interceptor/trap during the reporting period;
2. A copy of the Interceptor/trap Maintenance Log;
3. Any other information required by the Grease Interceptor Operational Permit, including analysis of the discharge to the POTW of such pollutants as the Director of Operations may require. Such analysis shall be in accordance with requirements of this chapter, and Chapter 13.28 of the Gig Harbor Municipal Code

Section 13.30.114. Grease Interceptor Treatment Products.

A. Use of grease interceptor treatment products, including bacteria, designed to digest grease, is specifically prohibited.

B. Acceptance of such products for use may be considered only where a valid screening test, showing the product's ability to treat the waste and to produce an effluent in compliance with this chapter has been performed in accordance with methods outlined by the Director of Operations.

C. Screening tests for such grease interceptor treatment products shall be designed by the Director of Operations on a case-by-case basis.

D. The results of screening tests shall be subject to technical review by the Director of Operations. All costs of screening tests shall be borne by the facility whether or not the product is accepted for use.

E. If a product is accepted for use, each facility shall obtain written permission from the Director of Operations to use the product.

F. Complete descriptions of the chemical composition of all products must be disclosed to the Director of Operations.

G. The Director of Operations may revoke permission to use such products where the effluent from the interceptor or basin in which the product is used fails to meet the requirements of this Chapter.

Section 13.30.115. Mobile Treatment Processes.

Any person wishing to make use of a mobile treatment process or of an on-site process to clean or service grease interceptors or grit interceptors shall demonstrate the process to the satisfaction of the Director of Operations. Included with the demonstration shall be a written explanation of the treatment process. Any costs to the City associated with the demonstration, such as, but not limited to sampling and analysis, shall be recovered. Complete descriptions of the chemical composition of all products must be disclosed to the Director of Operations.

Section 13.30.116. Facility Closure.

A. When a facility with a grease interceptor closes for business, and is subsequently:

1. Razed or demolished, then any grease interceptor or interceptors or traps shall be either:

a. Physically removed, or

b. Have all contents pumped out, a straight line plumbed from the inlet to the outlet, and the remainder of the tank filled with soil or sand.

2. Remodeled such that the grease interceptor will not be used, then the grease interceptor or interceptors or traps may be left in place, however:

a. The grease interceptor or traps shall have all effluent pumped out, the trap cleaned thoroughly, and the grease interceptor or traps left dry and empty and

b. Be re-plumbed as to bypass the existing grease interceptor or interceptors or traps, either by straight through or by bypassing methods, while leaving the empty trap and in place for possible future utilization by another business, or

3. Replaced with a type of business that will not utilize the grease interceptor, then that business may have any existing grease interceptor or interceptors or traps:

a. Physically removed, or

b. Re-plumbed as to bypass the existing grease interceptor or interceptors or traps, either by straight through or by bypassing methods, while leaving the empty trap and -in place for possible future utilization by another business, or

c. Re-plumbed with a straight line plumbed from the inlet to the outlet, and the remainder of the grease interceptor or interceptors or traps filled with soil or sand. In all instances, the owner of the premises shall appropriately inform the Director of Operations and perform the closure at such a time so as to permit an inspector to be physically present during the removal or filling of the interceptor.

Section 13.30.117. Monitoring, Inspection and Entry.

A grease generator shall during reasonable business hours allow the inspectors access to all parts of the premises for purposes of inspection, sampling, records examination and copying, and the performance of additional duties. The right of access of the Director of Operations shall be considered at least as extensive as the authority provided under 13.28.040 of the Gig Harbor Municipal Code.

Section 13.30.118. Confidentiality and Proprietary Information.

Information and data obtained from reports, surveys, grease interceptor permits, and monitoring programs, and from the Director of Operations inspection and sampling activities, and any other information submitted to the Director of Operations pursuant to this Chapter, shall become public record at least to the extent provided by the public disclosure act, chapter 42.17 RCW.

Section 13.30.119. Suspension of Service

A. The Administrative Authority and/or City may suspend water or sewer service when such suspension is necessary, in the opinion of the Administrative Authority, in order to stop an actual or threatened discharge which:

1. Presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment;
2. Causes stoppages or excessive maintenance to be performed to prevent stoppages in the sanitary sewer collection system;
3. Causes interference to the POTW or
4. Causes the City to violate any condition of its NPDES permit.

B. Any person notified of a suspension of the water or sewer service shall immediately stop or eliminate the discharge. In the event of a failure of the person to comply voluntarily with the suspension order, the City shall take such steps as deemed necessary, including immediate termination of water or sewer service, to prevent or minimize damage to the POTW system or sewer connection or endangerment to any individuals. The City shall reinstate the water or sewer service when such conditions causing the suspension have passed or been eliminated. A detailed written statement submitted by the grease generator describing the cause(s) of the harmful discharge and the measure(s) taken to prevent any future occurrence shall be submitted to the City within fifteen (15) days of the date of occurrence.

C. In addition to prohibiting certain conduct by natural persons, it is the intent of this chapter to hold a corporation, association, legally responsible for prohibited conduct performed by an agent acting in behalf of a corporation or association.

Section 13.30.120 Fees. The City shall adopt fees for administration of this chapter by separate resolution.

Section 13.30.121. Violations and penalties.

A. This chapter 13.30 shall be enforced according to the procedures set forth in chapter 12.17 GHMC. The person authorized to enforce this chapter pursuant to chapter 12.17 GHMC is the Director of Operations or his/her designee.

B. It is unlawful for any grease generator to discharge into the POTW in any manner that is in violation of this Chapter or of any condition set forth in this ordinance. Additionally, a person commits an offense if the person causes or permits the plugging or blocking of, or otherwise interferes with or permits the interference of a grease interceptor or the POTW, including alteration or removal of any flow

constricting devices so as to cause flow to rise above the design capacity of the interceptor.

C. No person, and/or facility shall discharge grease in excess of 100 mg/l to the POTW. If such discharge occurs, the person or facility shall be considered in violation of this ordinance and subject to the remedies described herein. This includes non-permitted facilities.

~~C. Any person, operator, or owner who shall violate any provision of this ordinance, or who shall fail to comply with any provision hereof, shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine of not more than five thousand dollars (\$5,000.00) and or up to a year in jail for each violation. Each day a violation continues shall constitute a separate offense and shall be punished accordingly.~~

E.. A permittee is liable to the City for any expense, loss, or damage occasioned by the City for reason of appropriate cleanup and proper disposal of said waste materials.

Section 13.30.122. Remedies Not Exclusive

The remedies set forth in this Chapter are not exclusive. The City Council may authorize the City Attorney to take any legally authorized actions against a noncompliant permittee or generator, including, but not limited to, all applicable remedies enumerated in this Chapter and available under applicable law.

Section 7. 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 8. Effective Date. This Ordinance shall take effect and be in full force as of July 1st 2007 upon 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 _____, 2007.

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**

NB-6a

Subject:

Recommendation to Purchase Art in 2007

Proposed Council Action:

Approval of GHAC's recommendation to negotiate the acquisition of a single Tom Torrens art piece in the amount of \$5,962, after presenting to the Parks Commission.

Approval of GHAC's recommendation to negotiate the acquisition of two Douglas Granum basalt benches in the amount of \$33,520, after presenting to the Parks Commission and approval from the Design Review Board.

Dept. Origin: City of Gig Harbor Arts Commission (GHAC)

Prepared by: Robert Sullivan, Chair

For Agenda of: October 22, 2007

Exhibits: Torrens & Granum Art Pieces

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: RJK 10/18

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: Dave 10/18/07

Expenditure	Amount	Appropriation
Required \$38,482	Budgeted \$90,000	Required 0

INFORMATION / BACKGROUND

An objective of the adopted 2007 budget authorizes the GHAC to recommend and negotiate the acquisition of public art within the City of Gig Harbor. The following two recommendations are requested for purchase approval by City Council from the 2007 GHAC Public Art Budget:

- The artwork of Tom Torrens, a local and internationally recognized artist, is selected by the GHAC for its durability, low maintenance, and public interest and interaction. The free-standing sculpture, bell and salmon will be made from welded steel and cast fiberglass. GHAC recommends this interactive piece be placed on the sidewalk by Donkey Creek Park to be viewed and interacted with by pedestrian traffic and park goers. The work will be commissioned similar in design to one currently on display at Wild Birds Unlimited. The fair-market value, as stated by Mr. Torrens, is \$5,500 plus \$462 WSST. A copy of Mr. Torrens' artwork is enclosed.
- Two pieces of Douglas Granum's artwork are selected by the GHAC for its durability, low maintenance, and public interest and interaction. Mr. Granum resides in Port Orchard and is an internationally recognized artist. The two artistic benches to be commissioned will be made from polished and cut basalt stone. Each bench will differ in size and design. GHAC recommends these works of art to be located on the two existing Eddon Boat Park bench sites for use by pedestrian traffic and future park

goers. The fair-market value for both benches, as stated by Mr. Granum, is \$30,000 plus \$2,520 WSST. GHAC is aware that the Eddon Boat Park site is still under development; however, feel there is no need to wait until final completion of the park to place benches at existing bench sites. The proposed benches can be relocated if the bench sites are reconstructed. Also enclosed are images of Mr. Granum's work.

FISCAL CONSIDERATION

Current funds are available for the requested procurement of public art (Torrens sculpture and Granum benches) as anticipated in the adopted GHAC 2007 Budget and identified under the Public Art Capital Projects Fund; are within the allocated amount of \$35,000 and carry-over funds from previous years of \$55,000 for a total amount of \$90,000.

BOARD OR COMMITTEE RECOMMENDATION

The GHAC requests that Council authorize the recommendation to negotiate a contract and bring back to Council for the purchase of the art work as presented by Mr. Torrens and Mr. Granum. The GHAC desires Council's approval prior to presenting these recommendations to the Parks Commission and the benches to the Design Review Board. At such time as appropriate, separate contracts to procure and commission these works will be brought forth to City Council.

RECOMMENDATION / MOTION

City Council approval of the recommendation to negotiate the acquisition of a single Tom Torrens art piece in the amount of \$5,962, including sales tax, after presenting to the Parks Commission.

City Council approval of the recommendation to negotiate the acquisition of the two Douglas Granum basalt benches in the amount of \$33,520, including sales tax after presenting to the Parks Commission and approval from the Design Review Board.

















Business of the City Council
City of Gig Harbor, WA

NB-6b

Subject:

Overview of 2008 GHAC budget request and proposed 2009 GHAC budget request.

Proposed Council Action:

- Review requested public art acquisitions from 2008 Public Art Capital Projects funds for City of Gig Harbor entrance sign and Austin Estuary Park
- Review request for public art acquisition from existing Public Art Capital Projects for Thunderbird Sailboat 50th Anniversary, Bogue Viewing Platform, and Austin Estuary Park.
- Review proposed public art acquisition from 2009 Public Art Capital Project Funds for City of Gig Harbor entrance sign and at the intersection of and the Pioneer and Harborview Ave.
- Review 2009 1/2 of 1% for Public Art proposal.

Dept. Origin: City of Gig Harbor Arts Commission (GHAC)

Prepared by: Robert Sullivan, Chair

For Agenda of: October 22, 2007

Exhibits: 2008 Budget Funding Request
2009 Proposed Funding Budget Request
Existing Public Art Capital Projects Funds

Initial & Date

Concurred by Mayor:

CLA 10/18

Approved by City Administrator:

RJK 10/18

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: Done 10/18/07

INFORMATION / BACKGROUND

Existing Funds in the Gig Harbor Arts Commission Public Art Capital Projects

Following the recommended purchase of the Torrens & Granum works of art, GHAC has \$51,518 remaining in unspent appropriations of the Project Support Program. The monies accumulated in this fund since 2004 will be used for the following Public Art Capital Projects. These works of art will be presented to the Parks Commission and Design review prior to presentation to the City Council.

- Thunderbird Sailboat 50th Anniversary Artwork: \$20,000. A metal sculpture to celebrate the 50th anniversary of the Thunderbird Hull #1 anticipated to be installed near the Eddon Boat building. Collaborating in partnership with GHAC, Harbor History Museum, the International T-Bird Association and other organizations will provide the anticipated additional funding.
- Austin Estuary Park: \$1,000 for installation and signage for Bonney family public artwork donation.
- Bogue Viewing Platform: \$15,000 for Public Art to honor the city's Scandinavian influences. This project is under review by the GHAC.
- \$15,518 or more to remain in Public Art Capital Projects budget to support future public art for the city.

2008 FUND 001 – GENERAL

GHAC is requesting \$31,500 from the General Fund for the year 2008

Gig Harbor Arts Commission (GHAC) is requesting \$30,000 to enable the funding of Grant Applications submitted during 2008. The response to the GHAC Grant Program from community organizations and individuals is very positive. It demonstrates the need for the GHAC to continue a program that support arts and cultural projects which bring a diverse community together.

GHAC Grant Program provides funding to individuals and/or arts organizations that sponsor events to benefit the general public of Gig Harbor. The program may fund projects of other organizations, including but not limited to: community service organizations, ethnic associations, civil organizations, or libraries.

GHAC is requesting \$1,500 to provide technical support and maintenance of the GHAC website. These funds will also be used to support additional program costs, such as the 2008 Grant Writing Workshop, similar to the successful 2007 Grant Writing Workshop.

2008 FUND 108 - PUBLIC ART CAPITAL PROJECTS

GHAC is requesting \$73,000 for 2008 Public Art Capital Projects.

GHAC is anticipating purchasing, either directly or through a *Request for Artists Qualifications (RFQ)* commission, the following proposed works of public art, amounting to \$73,000:

- Austin Estuary Park: GHAC is requesting \$48,000 for the procurement of plasma-cut steel sculptures to be installed at Austin Estuary Park. The sculptures will represent:
 - Early European and American settlers
 - Early NW Native American Tribes
 - Historic Gig Harbor Industry
 - Native wildlife
 - Outdoor activities

These sculptures will be in addition to the anticipated installment of the Bonney Family public art donation of a Bronze Cormorant mounted on three tall poles.

- Gig Harbor Entrance Sign: GHAC is requesting \$25,000 for the procurement of a Welcome to Gig Harbor sign at the SR 16-Wollochet Dr. exit ramp at Stinson and Pioneer, replacing existing sign located in front of Venture Bank. \$5,000 of this amount will be used for surface treatment of the cast concrete base, using materials such as marble, granite or slate tiles. Artwork representing the city will be commissioned by a local artist. The placement of the city's service club signs will be included in the design requirements. The GHAC goal is to replace one of the four entrance signs into the City of Gig Harbor each year.

2009 FUND 108- PUBLIC ART CAPITAL PROJECTS

FUND 001 – GENERAL

GHAC is proposing a request of \$30,500 from the General Fund for the year 2009

Gig Harbor Arts Commission (GHAC) is requesting \$30,000 to enable the funding of Grant Applications submitted during 2009. The response to the GHAC Grant Program from community organizations and individuals is very positive. It demonstrates the need for the

GHAC to continue a program that support arts and cultural projects which bring a diverse community together.

GHAC Grant Program provides funding to individuals and/or arts organizations that sponsor events to benefit the general public of Gig Harbor. The program may fund projects of other organizations, including but not limited to: community service organizations, ethnic associations, civil organizations, or libraries.

GHAC is requesting \$500 to provide technical support and maintenance of the GHAC website. These funds will also be used to support additional program costs, such as the 2008 Grant Writing Workshop, similar to the successful 2007 Grant Writing Workshop.

2009 FUND 108 –PUBLIC ART CAPITAL PROJECTS

GHAC is proposing a request of \$90,000 for 2009 Public Art Capital Projects.

An objective for the requested 2009 budget authorizes the GHAC to recommend and procure public art within the City of Gig Harbor. GHAC is anticipating purchasing, either directly or through a *Request for Artists Qualifications (RFQ)* commission, the following proposed work of public art:

- **Gig Harbor Entrance Sign:** GHAC is requesting \$25,000 for the procurement of a Welcome to Gig Harbor sign at SR16-Olympic Dr. exit. \$5,000 of this amount will be used for surface treatment of the cast concrete base, using materials such as marble, granite or slate tiles. A notable and experienced Northwest artist will be commissioned through the GHAC criteria and selection process to produce a durable work of art. The placement of the city's service club signs will be included in the design review. The GHAC goal is to replace one of the four entrance signs into the City of Gig Harbor each year.
- **Public art for New Construction in City of Gig Harbor:** GHAC is requesting a minimum of \$65,000 be earmarked as 2009 Design Costs for the future new construction of the intersection of Pioneer and Harborview for the procurement of public art. A notable and experienced Northwest artist will be commissioned through the GHAC criteria and selection process to produce a durable work of art.

As an alternative to the above Public Art for New Construction budget request, GHAC requests review the following funding model by Council.

- **City of Gig Harbor 1/2 of 1% of new construction cost for Art in Public Places:**
Background information: The Washington State Art in Public Places program was established by the state legislature in July 1974 and is funded from the state's capital construction budget. The Washington State program is the second oldest percent for art program in the nation. Half of 1% of new construction budgets is added for the acquisition of public artwork.

To alleviate the need for continual requests for Public Art when new construction projects are planned for the City of Gig Harbor, GHAC requests City Council to consider the State of Washington's 1/2 of 1% Art in Public Places program as a model to be used by the city to plan public art monies for new construction projects in the City of Gig Harbor.

The adoption of a 1/2 of 1% Public Art Program would fund public art for the anticipated new construction projects at the Pioneer and Harborview intersection, Eddon Boat Park, the reconfiguring of Judson Street and north Harborview Avenue, and future projects in the City of Gig Harbor.

FISCAL CONSIDERATION

Future funds are available for the requested procurement of public art as anticipated in the 2008 budget and proposed 2009 budget and identified under the Public Art Capital Projects Fund.

BOARD OR COMMITTEE RECOMMENDATION

- The GHAC requests that Council consider the approval of the 2008 budget request.
- The GHAC requests that Council consider the 2009 budget recommendation to procure a new entrance sign for the City of Gig Harbor and public art to be located at the new construction site of Pioneer and Harborview Ave. intersection. If approved, the GHAC will bring present a contract to Council to commission these works.
- As an alternative to the above 2009 budget new construction request, the GHAC requests that Council approve a 1/2 of 1% Public Art Program similar in design to the Washington State Art in Public Places program.

RECOMMENDATION / MOTION

Consider the approval of the 2008 GHAC requested budget.

GHAC 2008 FUNDING REQUEST RECAP

<u>General Fund 001</u>	
Grant Program	\$ 30,000
Website support	1,500
<u>Fund 108</u>	
Public Art Capital Projects	73,000
Total request for 2008	\$104,500

GHAC 2009 PROPOSED FUNDING REQUEST RECAP

<u>General Fund 001</u>	
Grant Program	\$ 30,000
Website support	500
<u>Fund 108</u>	
Public Art Capital Projects	90,000
Total request for 2009	\$120,500

Respectfully,

Robert Sullivan
Gig Harbor Arts Commission, Chair



Administration

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
DATE: OCTOBER 22, 2007
SUBJECT: THIRD QUARTER FINANCIAL REPORT

The quarterly financial reports for the third quarter of 2007 are attached.

Total resources, including all revenues and beginning cash balances, are 84% of the annual budget. Total revenues, excluding beginning cash balances, are 67% of the annual budget while total expenditures are at 48%.

General Fund revenues (excluding beginning balance) are 82% of budget. Taxes are on pace to meet budget at 75%. At this time it appears that sales tax revenues will come in at about \$4.7 million. Private utilities taxes (5% of gross receipts for provision of telephone service, electricity, natural gas and water) will come in around \$1.1 million. Permit revenues are at \$403,000 as compared to a budget of \$336,000.

General fund expenditures are 74% of budget. This compares with 64% in 3rd quarter 2006. All General fund departments are on track to be within budget.

Street Fund revenues and expenditures through September are 25% and 26% of budget respectively.

Water and Sewer revenues through September are at 76% and 71% of budget. Last year revenues for the same period were 91% and 74% of budget. If this pace is maintained, both Water and Sewer revenues will come in near budget for 2007.

Water and Sewer expenditures are at 60% and 64% respectively. For the same period last year, expenditures were at 63% and 66% of budget. It appears we should be within our expenditure budget for both the Water and Sewer Funds. Storm Sewer revenues and expenditures are at 65% and 58% of budget.

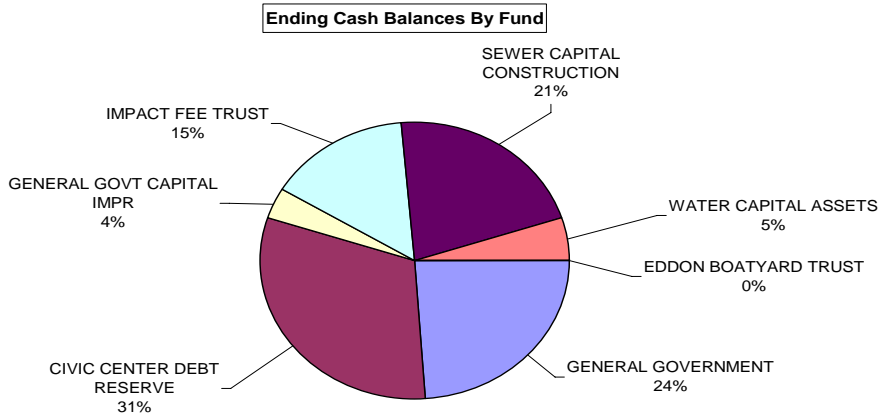
Cash balances are adequate in all funds.

**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF SEPTEMBER 30, 2007**

FUND NO.	DESCRIPTION	BEGINNING			OTHER		ENDING BALANCE
		BALANCE	REVENUES	EXPENDITURES	CHANGES	BALANCE	
001	GENERAL GOVERNMENT	\$ 2,929,803	\$ 7,399,852	\$ 7,106,010	\$ (373,324)	\$ 2,850,321	
101	STREET FUND	414,714	2,061,244	2,185,355	(184,183)	106,420	
105	DRUG INVESTIGATION FUND	13,867	89,230	13,082	(215)	89,801	
107	HOTEL-MOTEL FUND	225,758	196,455	216,318	(10,444)	195,452	
108	PUBLIC ART CAPITAL PROJECTS	52,711	38,222	-	-	90,933	
109	PARK DEVELOPMENT FUND	15,544	444	-	(5,267)	10,721	
110	CIVIC CENTER DEBT RESERVE	3,018,947	709,245	-	-	3,728,192	
208	LTGO BOND REDEMPTION	11,866	865,494	548,816	-	328,544	
209	2000 NOTE REDEMPTION	31,751	90,510	-	-	122,260	
210	LID NO. 99-1 GUARANTY	87,686	3,221	-	-	90,908	
211	UTGO BOND REDEMPTION	49,883	169,902	64,923	-	154,863	
301	PROPERTY ACQUISITION FUND	129,254	217,952	200,000	(2,376)	144,830	
305	GENERAL GOVT CAPITAL IMPR	411,876	226,768	200,000	-	438,644	
309	IMPACT FEE TRUST	1,239,138	537,049	-	5,350	1,781,537	
401	WATER OPERATING	310,892	697,691	581,190	(146,074)	281,318	
402	SEWER OPERATING	302,419	1,378,333	1,350,130	(142,366)	188,257	
407	UTILITY RESERVE	154,800	26,422	-	-	181,221	
408	UTILITY BOND REDEMPTION	16,033	352,982	269,618	(170)	99,227	
410	SEWER CAPITAL CONSTRUCTION	663,257	2,209,531	260,306	(55,739)	2,556,744	
411	STORM SEWER OPERATING FUND	125,577	355,227	379,345	(1,895)	99,563	
420	WATER CAPITAL ASSETS	206,546	469,904	65,770	(5,532)	605,149	
605	LIGHTHOUSE MAINTENANCE TRUST	1,940	71	-	-	2,012	
607	EDDON BOATYARD TRUST	539,914	11,069	205,456	(8,337)	337,190	
608	FHS TRAFFIC MITIGATION TRUST	492,623	7,119	446,953	-	52,789	
631	MUNICIPAL COURT		85,342	74,014	-	11,327	
		\$ 11,446,798	\$ 18,199,279	\$ 14,167,285	\$ (930,572)	\$ 14,548,221	

**COMPOSITION OF CASH AND INVESTMENTS
AS OF SEPTEMBER 30, 2007**

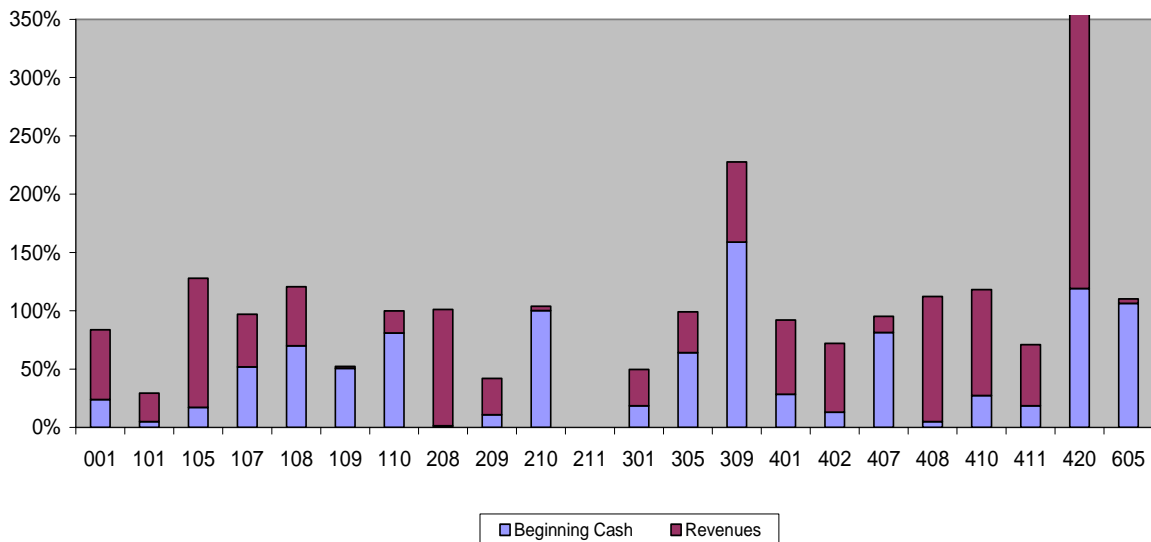
	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 1,300
CASH IN BANK			579,990
LOCAL GOVERNMENT INVESTMENT POOL		5.2372%	10,346,931
FEDERAL HOME LOAN BANK	05/03/10	5.0000%	700,000
FEDERAL NATL MTG ASSN	12/22/09	5.4500%	1,000,000
FEDERAL HOME LOAN BANK	08/15/08	5.3000%	1,000,000
FEDERAL HOME LOAN BANK	03/16/10	5.5000%	920,000
			<u>\$ 14,548,221</u>



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF SEPTEMBER 30, 2007**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 12,338,746	\$ 10,329,655	\$ 2,009,091	84%
101	STREET FUND	8,427,865	2,475,957	5,951,908	29%
105	DRUG INVESTIGATION FUND	80,632	103,098	(22,466)	128%
107	HOTEL-MOTEL FUND	435,192	422,213	12,979	97%
108	PUBLIC ART CAPITAL PROJECTS	75,454	90,933	(15,479)	121%
109	PARK DEVELOPMENT FUND	30,680	15,988	14,692	52%
110	CIVIC CENTER DEBT RESERVE	3,732,375	3,728,192	4,183	100%
208	LTGO BOND REDEMPTION	866,881	877,360	(10,479)	101%
209	2000 NOTE REDEMPTION	292,273	122,260	170,013	42%
210	LID NO. 99-1 GUARANTY	87,468	90,908	(3,440)	104%
211	UTGO BOND REDEMPTION	305,289	219,786	85,503	72%
301	PROPERTY ACQUISITION FUND	699,272	347,206	352,066	50%
305	GENERAL GOVT CAPITAL IMPR	644,165	638,644	5,522	99%
309	IMPACT FEE TRUST	779,898	1,776,187	(996,289)	228%
401	WATER OPERATING	1,096,337	1,008,582	87,755	92%
402	SEWER OPERATING	2,335,478	1,680,752	654,726	72%
407	UTILITY RESERVE	190,376	181,221	9,155	95%
408	UTILITY BOND REDEMPTION	329,059	369,015	(39,956)	112%
410	SEWER CAPITAL CONSTRUCTION	2,432,881	2,872,789	(439,908)	118%
411	STORM SEWER OPERATING FUND	678,537	480,803	197,734	71%
420	WATER CAPITAL ASSETS	173,447	676,450	(503,003)	390%
605	LIGHTHOUSE MAINTENANCE TRUST	1,826	2,012	(186)	110%
607	EDDON BOATYARD TRUST	500,747	550,983	(50,236)	110%
608	FHS TRAFFIC MITIGATION TRUST		499,741	(499,741)	
631	MUNICIPAL COURT		85,342	(85,342)	
		\$ 36,534,878	\$ 29,646,077	\$ 6,888,801	81%

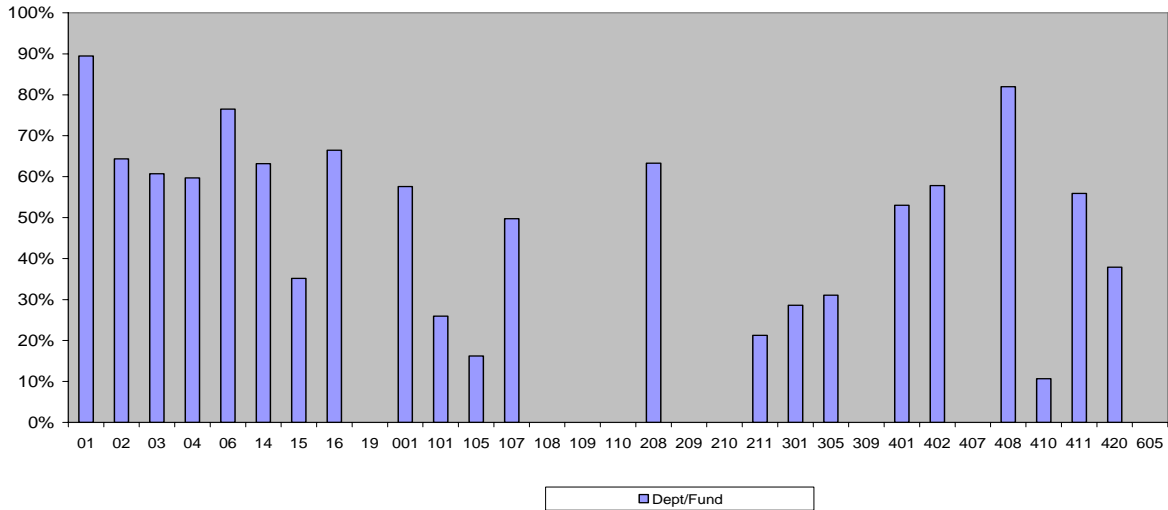
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING SEPTEMBER 30, 2007**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 2,215,725	\$ 1,982,406	\$ 233,319	89%
02	LEGISLATIVE	35,600	22,906	12,694	64%
03	MUNICIPAL COURT	574,850	349,199	225,651	61%
04	ADMINISTRATIVE/FINANCIAL	1,123,200	670,372	452,828	60%
06	POLICE	2,602,740	1,991,327	611,413	77%
14	COMMUNITY DEVELOPMENT	1,769,460	1,117,811	651,649	63%
15	PARKS AND RECREATION	2,119,270	745,023	1,374,247	35%
16	BUILDING	341,500	226,965	114,535	66%
19	ENDING FUND BALANCE	1,556,401	-	1,556,401	
001	TOTAL GENERAL FUND	12,338,746	7,106,010	5,232,736	58%
101	STREET FUND	8,427,865	2,185,355	6,242,510	26%
105	DRUG INVESTIGATION FUND	80,632	13,082	67,550	16%
107	HOTEL-MOTEL FUND	435,192	216,318	218,874	50%
108	PUBLIC ART CAPITAL PROJECTS	75,454	-	75,454	
109	PARK DEVELOPMENT FUND	30,680	-	30,680	
110	CIVIC CENTER DEBT RESERVE	3,732,375	-	3,732,375	
208	LTGO BOND REDEMPTION	866,881	548,816	318,065	63%
209	2000 NOTE REDEMPTION	292,273	-	292,273	
210	LID NO. 99-1 GUARANTY	87,468	-	87,468	
211	UTGO BOND REDEMPTION	305,289	64,923	240,366	21%
301	PROPERTY ACQUISITION FUND	699,272	200,000	499,272	29%
305	GENERAL GOVT CAPITAL IMPR	644,165	200,000	444,165	31%
309	IMPACT FEE TRUST	779,898	-	779,898	
401	WATER OPERATING	1,096,337	581,190	515,147	53%
402	SEWER OPERATING	2,335,478	1,350,130	985,348	58%
407	UTILITY RESERVE	190,376	-	190,376	
408	UTILITY BOND REDEMPTION	329,059	269,618	59,441	82%
410	SEWER CAPITAL CONSTRUCTION	2,432,881	260,306	2,172,575	11%
411	STORM SEWER OPERATING FUND	678,537	379,345	299,192	56%
420	WATER CAPITAL ASSETS	173,447	65,770	107,677	38%
605	LIGHTHOUSE MAINTENANCE TRUST	1,826	-	1,826	
607	EDDON BOATYARD TRUST	500,747	205,456	295,291	41%
608	FHS TRAFFIC MITIGATION TRUST	-	446,953	(446,953)	
631	MUNICIPAL COURT	-	74,014	(74,014)	
		\$ 36,534,878	\$ 14,167,285	\$ 22,367,593	39%

Expenditures as a Percentage of Annual Budget



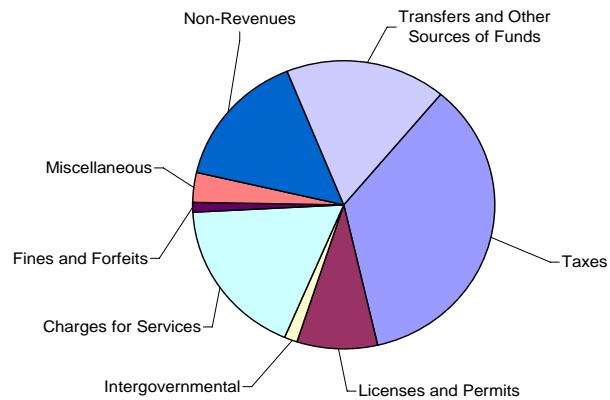
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING SEPTEMBER 30, 2007**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 6,397,773
Licenses and Permits	1,574,104
Intergovernmental	259,054
Charges for Services	3,247,362
Fines and Forfeits	180,974
Miscellaneous	618,785
Non-Revenues	2,771,952
Transfers and Other Sources of Funds	3,149,274
Total Revenues	<u>18,199,279</u>
Beginning Cash Balance	11,446,798
Total Resources	<u>\$ 29,646,077</u>

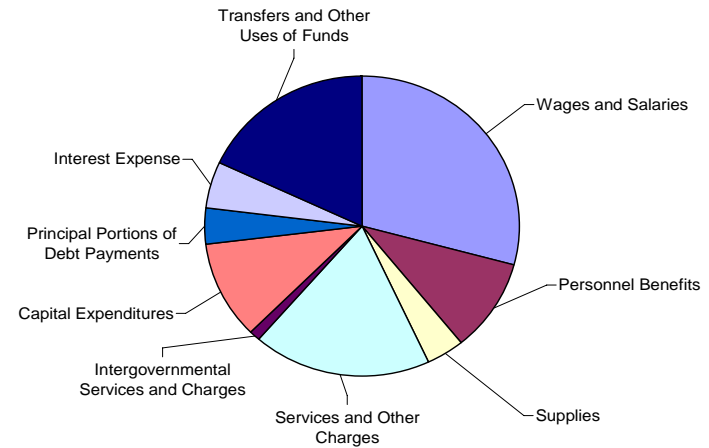
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING SEPTEMBER 30, 2007**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 4,147,442
Personnel Benefits	1,416,111
Supplies	527,005
Services and Other Charges	2,609,673
Intergovernmental Services and Charges	155,575
Capital Expenditures	1,492,157
Principal Portions of Debt Payments	541,978
Interest Expense	711,378
Transfers and Other Uses of Funds	2,565,967
Total Expenditures	<u>14,167,285</u>
Ending Cash Balance	14,548,221
Total Uses	<u>\$ 28,715,505</u>

Revenues by Type - All Funds



Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 2007

	SPECIAL REVENUE FUNDS														TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	108 PUBLIC ART PROJECTS	109 PARK DVLP FUND	110 CIVIC CTR DEBT RSRV	301 PROPERTY ACQUISITION	305 GEN GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINT	607 EDDON BOATYARD	608 FHS TRFC MITIGATION	631 MUNICIPAL COURT	
ASSETS															
CASH	\$ 53,406	\$ 1,919	\$ 2,601	\$ 1,615	\$ 1,640	\$ 193	\$ 1,951	\$ 2,612	\$ 7,910	\$ 32,126	\$ 36	\$ 337,190	\$ 52,789	\$ 205	\$ 442,787
INVESTMENTS	2,796,914	104,501	87,199	193,837	89,293	10,528	3,726,241	142,218	430,734	1,749,411	1,975	-	-	11,122	6,547,059
RECEIVABLES	1,120,606	28,712	-	37,613	-	-	-	-	-	-	-	-	-	-	66,325
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,970,927	135,132	89,801	233,064	90,933	10,721	3,728,192	144,830	438,644	1,781,537	2,012	337,190	52,789	11,327	7,056,171
LIABILITIES															
CURRENT	(16)	143,566	-	-	-	-	-	-	-	9,736	-	-	-	-	153,302
LONG TERM	4,474	13,712	-	-	-	-	-	-	-	-	-	-	-	-	13,712
TOTAL LIABILITIES	4,458	157,278	-	-	-	-	-	-	-	9,736	-	-	-	-	167,014
FUND BALANCE:															
BEGINNING OF YEAR	3,672,627	101,965	13,652	252,926	52,711	10,277	3,018,947	126,878	411,876	1,234,752	1,940	531,578	492,623	-	6,250,124
Y-T-D REVENUES	7,399,852	2,061,244	89,230	196,455	38,222	444	709,245	217,952	226,768	537,049	71	11,069	7,119	85,342	4,180,210
Y-T-D EXPENDITURE	(7,106,010)	(2,185,355)	(13,082)	(216,318)	-	-	-	(200,000)	(200,000)	-	-	(205,456)	(446,953)	(74,014)	(3,541,177)
ENDING FUND BALANCE	3,966,469	(22,146)	89,801	233,064	90,933	10,721	3,728,192	144,830	438,644	1,771,801	2,012	337,190	52,789	11,327	6,889,157
TOTAL LIAB. & FUND BAL	3,970,927	\$ 135,132	\$ 89,801	\$ 233,064	\$ 90,933	\$ 10,721	\$ 3,728,192	\$ 144,830	\$ 438,644	\$ 1,781,537	\$ 2,012	\$ 337,190	\$ 52,789	\$ 11,327	\$ 7,056,171

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 2007

	208 LTGO BOND	209 2000 NOTE	210 LID 99-1	211 UTGO BOND	TOTAL DEBT SERVICE
ASSETS					
CASH	\$ 5,925	\$ 2,205	\$ 1,639	\$ 2,793	\$ 12,561
INVESTMENTS	322,620	120,056	89,268	152,071	684,014
RECEIVABLES	-	-	-	6,712	6,712
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL ASSETS	328,544	122,260	90,908	161,575	703,287
LIABILITIES					
CURRENT	-	-	-	-	-
LONG TERM	-	-	-	3,045	3,045
TOTAL LIABILITIES	-	-	-	3,045	3,045
FUND BALANCE:					
BEGINNING OF YEAR	11,866	31,751	87,686	53,550	184,853
Y-T-D REVENUES	865,494	90,510	3,221	169,902	1,129,127
Y-T-D EXPENDITURE	(548,816)	-	-	(64,923)	(613,738)
ENDING FUND BALANCE	328,544	122,260	90,908	158,530	700,242
TOTAL LIAB. & FUND BAL	\$ 328,544	\$ 122,260	\$ 90,908	\$ 161,575	\$ 703,287

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF SEPTEMBER 30, 2007**

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
ASSETS								
CASH	\$ 5,171	\$ 3,493	\$ 3,268	\$ 1,789	\$ 46,105	\$ 1,795	\$ 10,913	\$ 72,535
INVESTMENTS	276,147	184,764	177,953	97,438	2,510,639	97,767	594,236	3,938,944
RECEIVABLES	179,429	246,000	-	-	-	32,050	-	457,480
FIXED ASSETS	3,691,580	8,248,005	-	-	2,563,459	587,741	156,156	15,246,941
OTHER	-	-	-	-	-	-	-	-
TOTAL ASSETS	4,152,327	8,682,262	181,221	99,227	5,120,203	719,354	761,305	19,715,899
LIABILITIES								
CURRENT	(500)	-	-	270,236	(6,714)	2	107,809	370,833
LONG TERM	48,938	45,083	-	1,358,407	-	42,117	-	1,494,545
TOTAL LIABILITIES	48,438	45,083	-	1,628,643	(6,714)	42,119	107,809	1,865,378
FUND BALANCE:								
BEGINNING OF YEAR	3,987,389	8,608,975	154,800	(1,612,781)	3,177,691	701,354	249,362	15,266,791
Y-T-D REVENUES	697,691	1,378,333	26,422	352,982	2,209,531	355,227	469,904	5,490,089
Y-T-D EXPENDITURE	(581,190)	(1,350,130)	-	(269,618)	(260,306)	(379,345)	(65,770)	(2,906,359)
ENDING FUND BALANCE	4,103,890	8,637,179	181,221	(1,529,416)	5,126,917	677,235	653,496	17,850,521
TOTAL LIAB. & FUND BAL	\$ 4,152,327	\$ 8,682,262	\$ 181,221	\$ 99,227	\$ 5,120,203	\$ 719,354	\$ 761,305	\$ 19,715,899

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF SEPTEMBER 30, 2007

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	TOTAL ALL FUND TYPES
ASSETS						
CASH	\$ 53,406	\$ 442,787	\$ 12,561	\$ 508,755	\$ 72,535	\$ 581,290
INVESTMENTS	2,796,914	6,547,059	684,014	10,027,987	3,938,944	13,966,931
RECEIVABLES	1,120,606	66,325	6,712	1,193,643	457,480	1,651,123
FIXED ASSETS	-	-	-	-	15,246,941	15,246,941
OTHER	-	-	-	-	-	-
TOTAL ASSETS	3,970,927	7,056,171	703,287	11,730,385	19,715,899	31,446,285
LIABILITIES						
CURRENT	(16)	153,302	-	153,286	370,833	524,119
LONG TERM	4,474	13,712	3,045	21,232	1,494,545	1,515,776
TOTAL LIABILITIES	4,458	167,014	3,045	174,517	1,865,378	2,039,895
FUND BALANCE:						
BEGINNING OF YEAR	3,672,627	6,250,124	184,853	10,107,604	15,266,791	25,374,395
Y-T-D REVENUES	7,399,852	4,180,210	1,129,127	12,709,189	5,490,089	18,199,279
Y-T-D EXPENDITURES	(7,106,010)	(3,541,177)	(613,738)	(11,260,926)	(2,906,359)	(14,167,285)
ENDING FUND BALANCE	3,966,469	6,889,157	700,242	11,555,868	17,850,521	29,406,389
TOTAL LIAB. & FUND BAL.	\$ 3,970,927	\$ 7,056,171	\$ 703,287	\$ 11,730,385	\$ 19,715,899	\$ 31,446,285